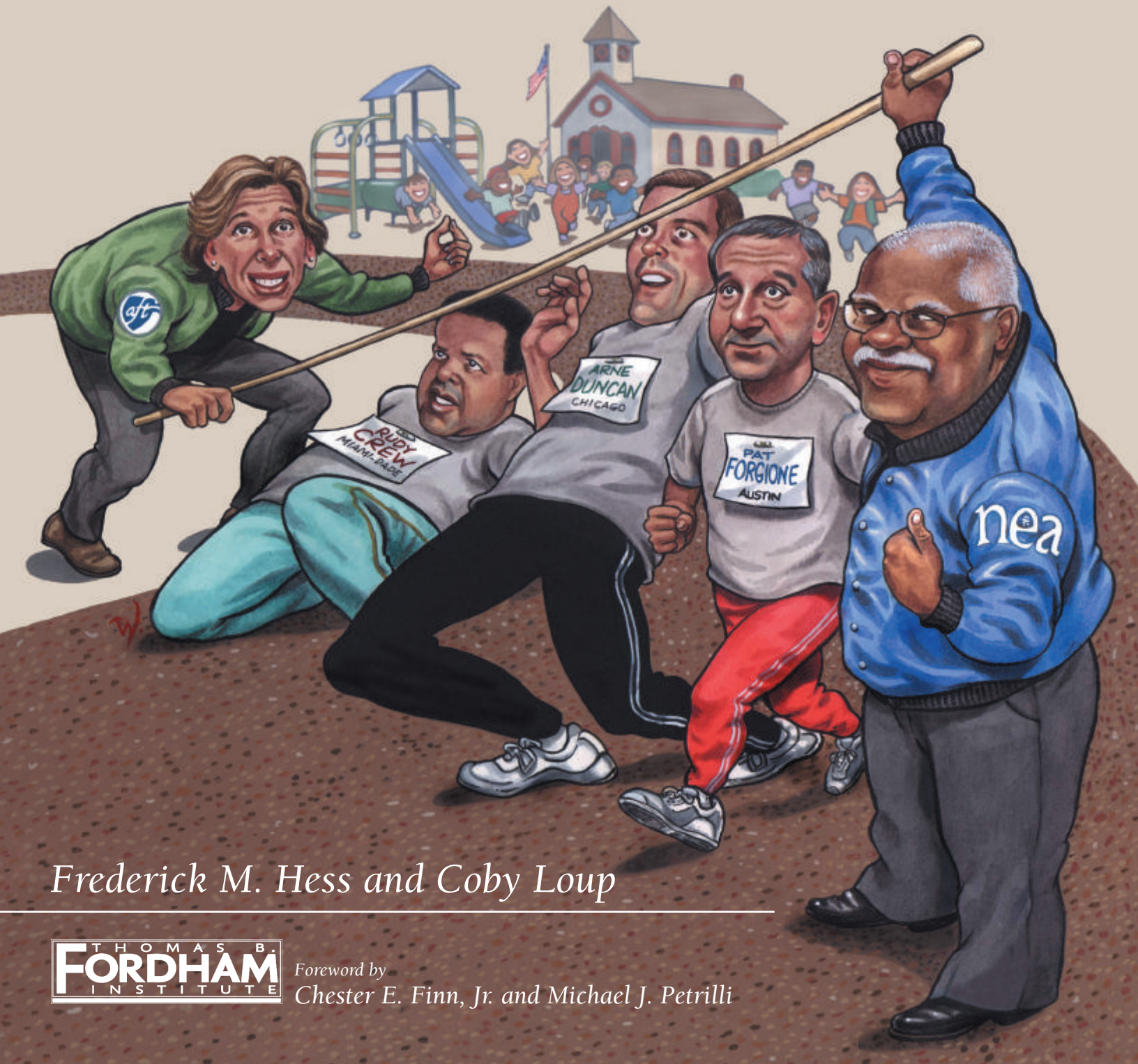


The LEADERSHIP LIMBO

*Teacher Labor Agreements in
America's Fifty Largest School Districts*



Frederick M. Hess and Coby Loup

THOMAS B.
FORDHAM
INSTITUTE

Foreword by
Chester E. Finn, Jr. and Michael J. Petrilli



The Thomas B. Fordham Institute is a nonprofit organization that conducts research, issues publications, and directs action projects in elementary/secondary education reform at the national level and in Ohio, with special emphasis on our hometown of Dayton. It is affiliated with the Thomas B. Fordham Foundation. Further information can be found at www.edexcellence.net, or by writing to the Institute at 1016 16th St. NW, 8th Floor, Washington, DC 20036. The report is available in full on the Institute's website; additional copies can be ordered at www.edexcellence.net. The Institute is neither connected with nor sponsored by Fordham University.

The
LEADERSHIP LIMBO:

*Teacher Labor Agreements in
America's Fifty Largest School Districts*

Frederick M. Hess and Coby Loup

*Foreword by
Chester E. Finn, Jr. and Michael J. Petrilli*



FEBRUARY 2008

Table of Contents

Foreword	5
Executive Summary	9
I. Overview	10
II. Methodology	16
III. National Findings	20
IV. Conclusion	28
V. Recommendations	30

Albuquerque Public Schools	34	Hawaii Department of Education	84
Anne Arundel County Public Schools	36	Hillsborough County School District	86
Austin Independent School District	38	Houston Independent School District	88
Baltimore City Public School System	40	Jefferson County Public Schools (CO)	90
Baltimore County Public Schools	42	Jefferson County Public Schools (KY)	92
Brevard County School District	44	Jordan School District	94
Broward County School District	46	Long Beach Unified School District	96
Charlotte-Mecklenburg Schools	48	Los Angeles Unified School District	98
City of Chicago School District	50	Memphis City Schools	100
Clark County School District	52	Mesa Public Schools	102
Cleveland Metropolitan City School District	54	Metropolitan Nashville Public Schools	104
Cobb County School District	56	Miami-Dade County Public Schools	106
Cypress-Fairbanks Independent School District	58	Milwaukee Public Schools	108
Dallas Independent School District	60	Montgomery County Public Schools	110
Dekalb County School System	62	New York City Public Schools	112
Denver Public Schools	64	Northside Independent School District	114
Detroit Public Schools	66	Orange County School District	116
Duval County School District	68	Palm Beach County School District	118
Fairfax County Public Schools	70	Pinellas County School District	120
Fort Worth Independent School District	72	Polk County School District	122
Fresno Unified School District	74	Prince George's County Public Schools	124
Fulton County Schools	76	San Diego Unified School District	126
Granite School District	78	School District of Philadelphia	128
Guilford County Schools	80	Virginia Beach City Public Schools	130
Gwinnett County Public Schools	82	Wake County Schools	132

Foreword

Chester E. Finn, Jr. and Michael J. Petrilli

It's no real surprise that, after years of lurking menacingly in the shadows, The Contract has emerged into the spotlight, indeed has leaped to the top of the education policy agenda. Sooner or later, the purveyors of any number of flavors of school reform were bound to see their prospects entangled with teachers' collective bargaining agreements.

Consider the standards-and-accountability movement. In its early days, reformers focused on building the foundation of a standards-based system, with clear expectations for what students should learn, reliable measures of whether they were learning it, and vague talk about holding "schools" accountable. Eventually, though, they came up against the plain reality that one can't really hold institutions accountable (especially when they're not legally distinct entities); one holds people accountable. And if those people are to include teachers, their union contracts are an unavoidable issue.

Or look at the school choice movement. The Holy Grail of choiceniks isn't just additional options for parents and more satisfied consumers, it's the "competitive response," the expectation that crummy district school systems would react to pressure from vouchers, charters, and other forms of choice and mend their misbegotten, unproductive ways. A greater selection of boats would lift all boats. Yet these advocates, too, have watched with mounting alarm as a greater market share for schools of choice has elicited a flaccid competitive response—to put it kindly—from traditional districts. (To be sure, the districts' *political* response has often been fierce.) Why haven't they reacted more vigorously? Could it be those contracts?

Also ponder the "teacher quality" movement. It has spent years tackling everything but collective bargaining—looking at teacher preparation, certification, pay, professional development, distribution. But it can't avoid a simple truth: almost all these pieces are influenced if not molded by provisions of The Contract.

Us, too. Yes, we're enthusiastic supporters of accountability, of school choice, and of sundry efforts to improve teacher quality. But we also have a keen interest in strong school leadership and effective management. For almost five years, we've

advanced the view that, in this Age of Accountability and with the advent of more choices and competition, school leaders need authority commensurate with their responsibilities (a maxim that every good business school teaches). Put briefly, it's unfair and unworkable to hold school executives to account for boosting student achievement while tying their hands on key management issues like teacher hiring, evaluation, and dismissal. These are precisely the areas where principals feel most constrained, according to our 2007 study, *The Autonomy Gap*. But guess what? Addressing these areas means tackling collective bargaining agreements (and, in non-collective bargaining states, the formal board policies that substitute for such agreements).

So, all roads lead to Rome, and all reforms lead eventually to The Contract. Hence it's no wonder that the past few years have seen an explosion of studies, analyses, and symposia examining teacher collective bargaining agreements and their impact on just about everything that matters in education.

Some of this work has been quite good. The most impressive product has come from the National Council on Teacher Quality (NCTQ) (on whose board Finn serves), with financial help from the Bill and Melinda Gates Foundation: an exhaustively detailed database that codes the collective bargaining agreements of the fifty largest school districts—along with analogous board policies in non-collective bargaining states. This was a stupendously difficult endeavor and an historic one, too, for it made these contracts accessible and invited anyone to poke around and take a look. (That it represents such an enormous undertaking presents an important challenge, however: it's hard to keep these data current. Eighteen of the fifty districts in the NCTQ database—and thus in our study—have updated their labor agreements over the past year. Readers should be cautioned that the information for these districts is now out of date.)

Meanwhile, our friends and colleagues Rick Hess (director of education policy at the American Enterprise Institute) and Marty West (assistant professor at Brown University) published *A Better Bargain: Overhauling Teacher Collective Bargaining*

for the 21st Century. In this crisp manifesto, they laid out a compelling argument for thinner, smarter teacher contracts, the kind that allow principals to do their jobs effectively while still protecting teachers from arbitrary and capricious behavior. They specifically identified three areas—compensation, personnel policies, and work rules—where leaders need significantly greater authority if they are to manage strong schools.

We saw the makings of a great combination: NCTQ had the data while Hess and West had the vision and theory. Put them together and perhaps we could find out which of the nation's fifty largest school districts have contracts that allow for strong school management—and which do not.

West wasn't available, but to our delight Hess agreed to identify the indicators in the NCTQ database that best mapped onto their vision of effective school leadership, then use them to appraise the teacher labor agreements of the nation's big districts. We loaned him crack policy analyst Coby Loup, and off they went to produce the illuminating analysis that you hold in your hands.

Their results are truly informative—but complicated, too, and a bit surprising. Those seeking simply to bash teacher contracts may want to stop reading now. To be sure, at the time we tapped NCTQ's database, plenty of large school districts (fifteen, to be exact) had the sort of restrictive, cumbersome teacher union contracts that most alarm reformers. They explicitly barred school leaders from many of the practices that their peers in the business world take for granted: offering extra pay for high-demand skills or strong performance, for instance, or choosing the best applicant for a job instead of the person with greatest seniority, or outsourcing tasks that aren't central to the organization's mission. Teachers in these districts can hardly have it both ways, wanting to be considered “professionals” while working under old-fashioned, industrial-style contracts that treat them all exactly alike and (for example) insist that they be paid extra for attending professional conferences. And the fact that 10 percent of all of the nation's African-American students attend schools in these Unfortunate Fifteen should motivate activists across the political spectrum to tackle their oppressive contracts head-on.

Nor should reformers take solace from the fact that just five of the fifty districts in the Hess-Loup analysis can claim relatively “flexible” teacher labor agreements that explicitly give leaders broad authority to manage their schools effectively. (The Fortunate Five are Guilford County, North Carolina; Austin,

Dallas, and Northside, Texas; and Fairfax County, Virginia.) Particularly because the study is skewed to the “right to work” South—Dixie tends to organize its districts by county, making them bigger than those in the North and West, and thus is disproportionately represented in any study of the “largest” districts—it's disappointing to see so few leader-friendly agreements.

Yet the most surprising finding of this analysis is that labor agreements in a majority of large districts are neither blessedly flexible nor crazily restrictive: they are simply ambiguous, silent on many key areas of management flexibility, neither tying leaders' hands outright nor explicitly conferring authority on them to act. We call this the “Leadership Limbo.” And we take it as more good than bad, for it means, at least in the short run, that aggressive superintendents and principals could push the envelope and claim authority for any management prerogative not barred outright by the labor agreements. And it means that, for a majority of big districts, the depiction of The Contract as an all-powerful, insurmountable barrier to reform may be overstated.

But don't call us naïve. The long run may be very different and leaders who move aggressively to exploit contractual ambiguities may end up paying the price. Teacher unions have ways of tying leaders' hands beyond getting explicit language into collective bargaining agreements. Side agreements or hearing decisions might address some of the areas we reviewed; in a few cases, state law is determinative—that's already the case nearly everywhere with teacher tenure. State collective bargaining laws themselves make a big difference. (This study found all the districts with “flexible” agreements in North Carolina, Texas, and Virginia—the three states where collective bargaining in education is illegal.) And, of course, aggressive superintendents and the school boards that hired them might find themselves evicted in the next election by a well-organized union-led payback effort.

Still, reform-minded leaders should take some heart. In the pages that follow, we offer our advice for language to fight for in the next contract negotiation, language that others have succeeded in getting into contracts in their own districts. In the meantime, most leaders can push the envelope more than their lawyers may be telling them. In all but a few districts, a measure of management flexibility is waiting to be seized.

Finally, let us offer a word to our teacher union friends. (Yes, we have some!) Isn't it time to return to the principles of New Unionism, circa 1995? Isn't this a good opportunity to go back

and read *United Mind Workers* and ponder its positive vision? Do you really want to defend contract provisions that treat teachers like industrial-era auto workers? Even the United Auto Workers has (recently) gotten beyond that. Yes, teachers should be protected from management whimsy and, no, principals should not have unlimited authority. But now that your contracts have been exposed to light, isn't it time to accept a 21st century way of doing business? An Age of Teacher Professionalism could be at hand, but it won't happen without labor agreements that treat teachers as true professionals—and principals as true executives. Does anyone doubt that teachers in Austin or Fairfax County are treated more professionally today than those in Cleveland or Prince George's County? For the benefit of your membership, get on board the "flexible" contract train.

• • •

Many people played important roles in developing this report. First and foremost, we thank the National Council on Teacher Quality, particularly Emily Cohen, who manages its collective bargaining database and who answered hundreds of our questions. We're also grateful to Reggie Felton of the National School Boards Association and the leaders of that organization's state affiliates for identifying state laws or regulations related to the provisions studied herein. We appreciate the assistance of Fordham's Christina Hentges and the American Enterprise Institute's Rosemary Kendrick, and the clean design provided by Holli Rathman. Finally, we thank the Donald & Doris Fisher Fund, and our own sister organization, the Thomas B. Fordham Foundation, for the financial resources that made this study possible.

Executive Summary

For decades, scholars and education reformers have warned that collective bargaining agreements between teacher unions and school districts make it hard for leaders to run effective schools—and that even in non-collective-bargaining states, school boards adopt policies that tie their hands in dysfunctional ways. (Note that we use the term “labor agreement” throughout this study to refer to collective bargaining agreements and/or formal board policies. For more on this distinction, see page 8.) This concern has reached a fever pitch in the No Child Left Behind era, as school principals complain about being held accountable for raising student achievement without being given the authority to get the job done.

But just how restrictive are the labor agreements of the nation’s fifty largest school districts? Are teacher contracts as much of a barrier to good schools as many reformers claim? And are there at least a handful of communities whose labor agreements deserve approbation and possible emulation?

To find out, we tapped (in November 2007) twenty-six indicators from the National Council on Teacher Quality’s collective bargaining database, using them to construct twelve components that gauge how restrictive agreements are when it comes to teacher compensation, personnel policies, and work rules. Here’s what we learned (note that some of these data reflect labor agreements that have been superseded since we tapped NCTQ’s database):

- Just *five* of America’s fifty biggest school systems can boast of having Flexible labor agreements: Guilford County (in and around Greensboro, NC); Austin and Dallas (Texas); Northside Independent School District (San Antonio, TX); and Fairfax County (suburban Washington, DC). Not a single district earned the Highly Flexible rating that we hoped to confer on at least a handful of “model” districts.
- *Fifteen* of the fifty districts are home to Restrictive or Highly Restrictive labor agreements. *Nearly ten percent* of the nation’s African-American K–12 student population attend school in these lowest-scoring districts—making

these contracts major barriers to more equal educational opportunity. The study also found that districts with high concentrations of poor and minority students tend to have more restrictive contracts than other districts—another alarming indication of inequity along racial and class lines.

- Perhaps most telling, *thirty*, or more than half, of the districts have labor agreements that are considerably ambiguous. The collective bargaining agreements and the formal board policies in these districts appear to grant leaders substantial leeway to manage assertively, should they so choose. In these communities, labor agreements may represent a less substantial barrier to school improvement than critics have suggested, making it essential for school leaders to take advantage of the autonomy they enjoy.
- The labor agreements of the nation’s fifty largest districts are particularly restrictive when it comes to work rules. For example, *twenty-eight* agreements mandate that teachers be paid extra for professional activities that take place outside the school day, including conferences—a nice perk, but unusual for most other professions—and *twenty-four* agreements require principals to allow teachers to leave their classroom to participate in union activities.
- Most of these agreements are also quite restrictive when it comes to rewarding teachers for service in hard-to-staff subject areas such as math and science, with *thirty-one* actually prohibiting districts from doing so. This finding implies that union contracts will likely be a major obstacle for policymakers trying to improve STEM (science, technology, engineering, and mathematics) education.

Recommendations

1. *Policymakers, scholars, and reformers* should promote transparency regarding the actual provisions of labor agreements, boost awareness of the problems that restrictive provisions cause, and highlight examples of flexible language that superintendents and school boards need to fight for when negotiating new labor agreements.

2. *Superintendents and school boards* should negotiate better—i.e., more leader-friendly—agreements. In many districts, this will entail removing strictures that inhibit effective management, while in others it will mean winning explicit recognition of managerial discretion as part of a twenty-first-century labor agreement.
3. While retooling formal agreement language is essential in a number of districts, in many other locales it is easy to overstate the degree to which labor agreements are clearly responsible for ineffectual management. Because most agreements are ambiguous (or silent) on key questions regarding compensation, personnel policy, and work rules, *reformers, analysts, and scholars* need to examine and address more carefully the additional political, institutional, and cultural forces at work.
4. Because timorous leadership cannot be blamed solely on labor agreements, *superintendents* need to push *principals* to lead more aggressively with the authority they already possess, and *school boards* must ask superintendents to lead more creatively within the parameters of existing agreements.
5. *Advocates, policymakers, and funders* should keep pressing *American Federation of Teachers* and *National Education Association* locals to embrace the kind of rethinking and flexibility that the United Auto Workers accepted last year in its negotiations with General Motors, Ford, and Chrysler.

I. Overview

Some four decades after the advent of collective bargaining in public education, the labor agreements it produces—and their operational equivalents in non-collective-bargaining states (see sidebar)—now regulate virtually all aspects of school district operations, from how teachers are paid and assigned to schools to how they can be evaluated, how or whether they can be disciplined or fired, when and where they receive professional development, and how much time off they get for union activities. Such regulation clearly constrains school leaders, who must work within the confines of labor agreements hammered out “downtown” by central administrators, district attorneys, and union officials.

Scholars and advocates across the political spectrum have noted just how much collective bargaining agreements and kindred policies matter for schools and school quality.³ These thinkers have identified provisions in typical labor agreements that may impede sensible management, especially in large urban districts and in these districts’ most disadvantaged schools.⁴

A Note on Collective Bargaining and Terminology

While the Taft-Hartley Act of 1947 conferred the right under federal law for private sector workers to organize and join unions and bargain collectively, whether public sector employees may do so is left up to each state. The National Education Association (NEA) reports that thirty-four states and the District of Columbia have laws obligating districts to engage in collective bargaining with organized teachers. Eleven other states have laws providing for “permissive collective bargaining rights at the discretion of the employer,” while Georgia and South Carolina have no specific laws protecting or denying collective bargaining rights for teachers. In North Carolina, Texas, and Virginia, the legislature has explicitly prohibited districts from engaging in collective bargaining.¹ In practice, however, the reality is that negotiations, “meet-and-confer” relationships, and related agreements reveal few differences in practice between states with and without formal collective bargaining.² For the sake of convenience in this study, we use the term “*labor agreements*” to refer to both collective bargaining contracts and formal board policies. We also use the terms “*collective bargaining state*” and “*non-collective-bargaining state*” to distinguish states where teachers negotiate agreements via collective bargaining from those that do not. By this approach, as indicated above, Georgia, North Carolina, South Carolina, Texas, and Virginia are considered non-collective-bargaining states. All others are considered collective bargaining states.

Looking after member interests, teacher unions consistently favor contract provisions that protect jobs, restrict demands placed on employees, and limit teacher accountability for student performance. Despite assertions by some union leaders that they are seeking merely to serve “the children,” the simple truth is that unions fight for provisions not because they benefit students, but because they benefit union members. In this, teacher unions are no different from (or any more culpable than) unions representing auto workers, pilots, or truckers. Unlike auto workers, pilots, or truckers unions, however, teacher unions are in the unique position of being able to help elect the management (e.g., the school

boards or mayors) with whom they will negotiate. The research suggests that teacher unions are active and influential in board elections, meaning that union representatives are frequently negotiating contracts with sympathetic boards.⁵ In fact, teacher unions are not only influential in school board affairs; they are also active in state politics, where they are frequently able to enshrine favorable provisions in state law (which, from a union perspective, is preferable to having to win that same concession in one district after another).⁶

In fact, labor arrangements in public education are geared toward operating schools on the industrial model that prevailed in mid-twentieth-century America, where assembly line workers and cadres of low-level managers were valued less for their specialized knowledge or technical skills than for their longevity and willingness to serve faithfully as cogs in a top-down and highly bureaucratized enterprise. Shaped in the late 1960s and 1970s, these labor agreements reflect the assumptions and norms that prevailed in that era. It is no surprise that they look remarkably similar to the lucrative and restrictive agreements negotiated at about the same time with automakers, steel mills, and “legacy” airlines.

These agreements typically yield provisions that are at cross-purposes with the tenets of sound management and governance. For instance, in the 2007 report *Getting Down to Facts*, which was prepared for the California Governor’s Committee on Education Excellence by University of Southern California, researchers Dominic Brewer and Joanna Smith identified the characteristics of good governance as: stability; accountability; innovation, flexibility, and responsiveness; transparency and openness; and simplicity and efficiency. Brewer and Smith noted that an emphasis on compliance, the influence of special interests, and the proliferation of rules and regulations work at cross-purposes to achieving a system of good governance.⁷ Joel Klein, the chancellor of the New York City school system, who had previously served as the chairman and chief executive officer of Bertelsmann, Inc., and as assistant attorney general in charge of the U.S. Department of Justice’s antitrust division, dryly remarked soon after taking over the New York schools, “Unions . . . microregulate schools through a contract. When I ran a law firm, we didn’t do business like that.”⁸

The core obligation of any union is to promote member pay and security. In public education, collective bargaining started as a way to standardize and improve teacher salaries, benefits, and working conditions. As in other fields, early union victories addressed inequitable or indefensible practices and

boosted compensation. Union members who subsequently entered the profession and have patiently awaited the perks of seniority understandably resist proposals to up-end pay scales, job protections, or work rules—regardless of the implications for student achievement. In fact, the pressure to balance the demands of veteran members and those of newer teachers, who may be more receptive to change, is an ongoing struggle for union officials.⁹

The unions’ successes at the bargaining table have restricted the authority of school leaders in key areas. But while this trend has been noted and decried, little attention has been devoted to examining these constraints systematically or to measuring how much variability there is from one community to another. As Richard Colvin, director of Columbia University’s Hechinger Institute on Education and the Media, has observed, “It’s often been said that the teacher union contract is the single biggest influence on what happens in schools. Yet most newspaper stories about the collective bargaining process remain strangely divorced from what happens in schools. . . . Stories typically report on the average wage increase in the contract and quote both sides saying that each won or (disingenuously, often) that ‘kids were the true winners.’”¹⁰ What does a detailed national accounting of major districts reveal? Are there locales where principals are particularly constrained and others where they have greater leeway to lead and to act?

This question is particularly significant because, at least in some communities, labor agreements may not bear as much responsibility for enervated management as the more ardent union critics have suggested. Instead, some scholarly accounts have suggested that the failure to aggressively pursue effective teachers, remove ineffective teachers, find ways to assign teachers where they are needed most, or rethink school routines cannot be attributed solely to contractual constraints.¹¹

This study examines how much flexibility school leaders enjoy on key dimensions of management in America’s fifty largest school districts. The degree of flexibility for each measure in each locale is graded on a scale of A to F, permitting comparisons that allow policymakers, voters, and reformers to identify the most and least management-friendly contract language on a variety of important issues. Each district also receives an overall grade point average (GPA) and rating, from Highly Restrictive to Highly Flexible, allowing each locale to assess whether the actions (or inaction, as the case may be) of its district and school leaders can fairly be blamed on its labor agreement.

Compensation, personnel policy, and work rules are, of course, influenced by many factors besides local labor agreements. Analyses that focus exclusively on contract language while ignoring state laws and regulations, in particular, are potentially misleading. For instance, if state law prohibits school boards from offering incentive pay to teachers, it would make little sense to critique labor agreements that lacked such language. Thus, the findings reported here seek to isolate the degree of flexibility a labor agreement affords school leaders from the constraints imposed by state policy. In cases where state law governs a given area of practice, effectively precluding the possibility of a local labor agreement covering that practice, district policy is deemed “not applicable” and no grade is issued. That said, in regard to the more than two dozen provisions examined in this report, state influence is widely determinative only in the case of teacher tenure and otherwise plays a relatively limited role. According to data gathered from state school board associations for this analysis, aside from the crucial question of tenure, state law trumped local authority in just 29 of 1,000 cases.¹²

In interpreting the results below, it will also be helpful to recall that many districts must contend with multiple contracts for various groups of employees, including everyone from janitorial staff to bus drivers. Not infrequently, principals and administrators are themselves unionized. In short, this study is an effort to examine one important but solitary thread in the dense tapestry of school management.

Finally, readers should keep in mind that labor agreements are not self-implementing or automatic; district practice will reflect but not mirror the contract language. As Harvard University professor Susan Moore Johnson has observed, “Contract analysis, in itself, can only provide partial evidence of practice.... Districts that seem to be reform-oriented on paper may look very traditional in day-to-day labor practice. Similarly, districts with simple, industrial-type contracts may successfully introduce reforms outside the contract with the informal support of the union.”¹³ For that reason, the analysis presented here is best understood as revealing the outlines of formal district policy and not as a comprehensive portrayal of district practices.

Ultimately, this study has two overarching aims. One is to illuminate labor policies for parents, civic leaders, and voters who otherwise have little opportunity to consider what collective bargaining agreements entail, what school board policies stipulate, what state law mandates, or how any of this affects local

efforts to manage schools well. Given how time-consuming it can be to access and wade through labor agreements, to determine precisely (or even approximately) what they say, and to compare provisions across two or more contracts, it is hoped that this exercise will prove valuable. On that count, the National Council on Teacher Quality (NCTQ) is to be lauded for systematically collecting and analyzing these contracts, without which this project would not have been feasible. The second aim is to explore how much these labor policies vary from one locale to the next and to identify those districts that may have done a better job of creating environments within which effective school leadership is possible.

Labor Agreements and School Leadership

This analysis begins with a simple question: How frequently do the labor agreements negotiated by school districts and teacher unions contain provisions that make it harder for public schools to be smart, flexible, high-performing organizations? In particular, this study focuses on provisions that may make it more difficult to attract and retain excellent teachers, to identify and remove ineffective teachers, to use professional development as a tool of organizational improvement rather than an entitlement, and to manage schools in a professional fashion. The rationale for focusing on these measures is that the first principle of effective management is the alignment of authority and responsibility.¹⁴ There is no doubt that today’s superintendents and principals bear greater responsibilities for student achievement and school effectiveness than did their predecessors a generation ago; the aim here is to determine whether these new obligations have been accompanied by the authority necessary to lead successfully in a results-conscious era. This question is clearly relevant for other types of constraints as well, such as those relating to pupil discipline and the management of district support services, but it has special resonance here, given the depth and breadth of many labor agreements.

The following analysis unapologetically proceeds from the premise that such flexibility is desirable, indeed is a hallmark of sensible management practice in both the private and public sectors. More particularly, the following assumptions guided this report:

1. Individual schools should be organized as accountable and flexible educational organizations that are positioned to succeed, which means, inter alia, empowering those responsible for leading them with the requisite authority and tools.

2. Teacher compensation should acknowledge and promote professionalism by reflecting the scarcity and value of teachers' skills, the difficulty of their assignments, the extent of their responsibilities, and the caliber of their work.
3. Administrators should be able readily to identify and support or terminate ineffective educators as appropriate. While reasonable safeguards are called for, state law and collective bargaining agreements should be modified so that K–12 educators can be evaluated, recognized, assigned, reassigned, and removed based on the quality of their work.

Recognizing that existing labor agreements may impede effective management is not intended as an attack on unions. The problem is not with the existence of either unions or labor agreements per se—but with provisions that make it harder to build and operate good schools. It is equally important to note that every provision in today's labor agreements has been agreed to or adopted by school boards and district leaders; they are not unilaterally imposed by willful unions. So, in districts that receive poor grades, both sides are culpable. Conversely, in districts where labor agreements fare better, both sides are entitled to a share of the credit.

This analysis does not presume that superintendents or principals *should* use operational flexibility in accordance with any particular recipe—only that empowering them to make informed judgments about personnel policies and work rules can help foster effective leadership and support school improvement. Given the dearth of compelling evidence on the merits of particular practices when it comes to questions of evaluation, compensation, and hiring, sensible experimentation is necessary and healthy. The lodestar, then, is not any particular set of arrangements but a flexible, nimble environment that enables leaders to make decisions sensitive to the demands of their students and their schools.

In short, the question is whether labor arrangements provide today's public school leaders with the flexibility that effective organizations routinely provide to accountable managers. While there is good reason to establish certain ground rules and standard practices across organizations, managers require substantial discretion if they are to handle challenges sensibly and effectively. It is the same in schools. Simply put, enacting expansive labor agreements is an archaic way to provide for the management of large school systems that

enroll tens of thousands of students and employ thousands of teachers across scores or hundreds of separate workplaces.

To be sure, there is reasonable concern as to whether today's principals possess the preparation and skills equal to the burdens implied by greater managerial flexibility.¹⁵ However, promoting agile management is crucial precisely *because* today's schools tend to reward cautious, passive management while repelling proactive problem solvers. In fact, a 2007 Thomas B. Fordham Institute study of principal leadership reported that the typical public school environment favors principals who “go native” and adapt to the limited authority they possess—yielding a stable but relatively ineffective standard for leadership.¹⁶ If our school districts are to attract leaders equal to the challenges at hand, the crucial first step is provide them with the tools to succeed.

The following discussion does not presume that there is one “ideal” labor agreement. Various school districts, from Denver to New York City, have recently made important modifications to their longstanding labor policies. More significantly, Green Dot charter schools have recently pioneered a “thin contract” that offers some key worker protections while taking care not to restrict principal authority and school autonomy.¹⁷ In considering what labor agreements entail and what that portends for reform, it is important to remember that there may be several effective ways to establish freedom and flexibility for school leaders.

The Three Domains

Although teacher labor agreements influence virtually all aspects of district operations, we focus here on three especially significant categories where a convincing case can be made that certain provisions hinder management and impede the quality of education for at least some students. These categories are Compensation, Personnel Policies, and Work Rules. Each of the three was flagged as an area of prime concern in the 2006 blueprint for reforming collective bargaining, *A Better Bargain?* written by Frederick Hess and Martin West of Brown University.¹⁸ Here, we briefly discuss each area before turning to the question of how labor agreements were evaluated.

Compensation: As a general rule, one useful way to attract, retain, motivate, and manage talented people is to reward them monetarily for their efforts. For too long, education has operated in accord with a manufacturing mind-set that treats

teaching as a standardized task that does not allow for flexible decisions about the quality of an individual's contribution. Consequently, pay was based on seniority and formal credentials, which are easily and objectively appraised. Labor agreements that formalize such inflexibility make it more difficult to recruit and retain quality teachers or those with valuable skills. More conducive to effective schooling are labor agreements that enable principals and districts leaders to take into account the circumstances, skills, and experience of candidates—and the effectiveness of teachers they already have.

In some respects, union efforts have surely left teachers better off. Unfortunately, they have also helped forge a stifling workplace in which teachers, though regarding themselves as “professionals”, are paid on a rigid salary scale that evinces little regard for individual competence. The result has made teaching less attractive to many a promising college graduate and has driven from its ranks entrepreneurial teachers and those with essential skills. In a U.S. workforce where workers judged by employers to be performing in the highest quintile could expect average raises of 5.7 percent in 2007, while those ranked in the bottom quintile could expect just an extra 1.7 percent, the notion that all employees should be treated uniformly (i.e., the prevailing approach in the education sector) puts K-12 schooling at a decided disadvantage in competing for talent.¹⁹ Despite the fact that teacher pay (in 2005-06 dollars) increased by 47 percent, from \$33,828 in 1959-60 to \$49,568 in 2005-06,²⁰ salary practices in K-12 schools do not attract typical high-achieving professionals. As Christopher Swanson, research director for Editorial Projects in Education, has explained, a crucial difference between teaching and comparable occupations is that, “The distribution of teacher salaries [is] rather tightly constrained...In other words, there is less opportunity to earn a very competitive salary in teaching than in other lines of work.”²¹

Indeed, recent figures show that there is much cause to think that labor negotiations as played out in public schooling have contributed to an overall decline in the aptitude of individuals entering the teacher profession and to persistent shortages of qualified applicants in high-need subject areas. The likelihood that a female ranked in the top 10 percent of her high school cohort would become a teacher fell 50 percent between 1964 and 2000.²² Meanwhile, in areas such as math, science, computer science, and special education, there are often too few qualified teachers to meet the demand, especially in urban schools.²³

Unionization in any industry is typically associated with a narrowing of pay differentials among employees. As unions strive to boost member solidarity and restrict managerial discretion, they produce greater standardization of pay and less opportunity to reward excellence or invest in people with essential skills. “Step-and-lane” salary schedules built into labor agreements between teachers and districts famously take account only of years of experience and accumulated graduate credits.

Such a pay system makes it virtually impossible to reward teachers for raising student achievement, working hard, possessing rare skills or high-demand expertise, or taking on more challenging school or classroom assignments. For instance, given that school administrators report that it is “very difficult” to fill math or science positions more than 30 percent of the time and that it is similarly difficult to fill elementary teaching positions just 6 percent of the time, it would seem sensible for principals and district staff to have some leeway in raising starting salaries for math and science teachers.²⁴ Moreover, labor agreements rarely make any provision for rewarding performance, with the recent data suggesting that just 5.5 percent of traditional public school districts use any incentives (such as cash bonuses, salary increases, or extra salary steps) to foster excellent teaching.²⁵

Defenders of today's labor agreements denounce efforts to link pay to teacher performance or value as an assault on educators and professionalism. Jim Dougherty, president of the Illinois Federation of Teachers, expressed the party line in ridiculing the notion that revamped pay could help attract or retain quality teachers: “Does a scientist seeking the Nobel Prize do it for the prize money?,” he asked, before proclaiming, “People who work in matters of the mind don't improve their performance by dangling a bag of coins in front of their face.”²⁶

The irony is that teachers themselves believe it is possible to identify those deserving of rewards. A 2003 Public Agenda survey found that 78 percent of teachers believed that “in [my] building, it is easy to spot who the truly great teachers are,” and 72 percent said that “most teachers in [my] building could pretty much agree on who the truly great teachers are.” In fact, 70 percent of teachers supported giving extra pay to teachers in “tough neighborhoods with low-performing schools,” 67 percent supported giving extra pay to those “who consistently work harder than other teachers,” and 62 percent supported giving extra pay to those “who consistently receive outstanding evaluations from their principals.”²⁷

While a handful of states now promote incentives for teacher performance or for hard-to-staff schools, most states continue to delegate these questions to local school districts and to the labor agreements that they negotiate with local teacher unions.²⁸

Personnel Decisions: When it comes to assigning teachers to schools or deploying them within schools, much less removing weak educators from dysfunctional classrooms, managers find themselves hobbled by extensive labor rules. Language may flatly prohibit school leaders from making sensible decisions, but more often it may be an agreement's complex provisions, the time required to comply with its elaborate procedures, and extensive grievance processes deter forceful leadership and add up to management by paralysis.

In practice, there is a tendency to give senior teachers plum assignments—both in terms of the school in which they work and their classes and duties within that school—with scant regard to their skills, to student needs, or to the implications for recruiting and retaining new teachers.²⁹ Principals and school districts need more flexibility to make sensible decisions in assigning personnel.

The difficulties of adequately staffing schools have been thoroughly documented.³⁰ A 2005 study by the New Teacher Project examined collective bargaining agreements in five urban districts and reported that seniority-based transfer requirements and protections for tenured teachers mean that “urban schools are forced to hire large numbers of teachers they do not want and who may not be a good fit for the job and their school,” and that “poor performers are passed around from school to school instead of being terminated.”³¹ As Harvard University's Susan Moore Johnson has noted, “Seniority rules that authorize disruptive, sequential bumping of junior teachers defeat administrators' efforts to secure a stable staff of appropriately qualified teachers.”³²

Indeed, the challenges facing school and district leaders are typically even more onerous when it comes to terminating ineffective employees. While agreements may sanction procedures for removing teachers for “just cause,” state tenure laws make actually doing so quite difficult. As one study of Michigan collective bargaining agreements concluded, “The ‘just cause’ standard has sometimes been stretched to include situations that make a travesty of procedural protections intended to guard good teachers from arbitrary and capricious decisions.”³³

In 2005, an Illinois reporter filed 1,500 Freedom of Information Act requests over six months to obtain data on the removal of tenured teachers, after Illinois Education Association President Ken Swanson dismissed as an “urban legend” the notion that tenured teachers are rarely fired. The reporter obtained data showing that Illinois school districts, which collectively employ more than 95,000 tenured teachers, had dismissed an average of two teachers a year for poor performance between 1986 and 2004. Just 38 of Illinois's 876 school districts dismissed even one teacher for poor performance between 1986 and 2004.³⁴

Teachers agree that tenure laws protect educators who should not be in the schools. Seventy-eight percent report that their school has at least a few teachers who “fail to do a good job and are simply going through the motions.”³⁵ As one New Jersey union representative has confessed, “I've gone in and defended teachers who shouldn't even be pumping gas.”³⁶ Teachers recognize how hard it can be to purge ineffective practitioners, with 36 percent reporting that “between tenure and the documentation requirements, it's too hard for administrators to remove any but the very worst teachers,” and just 14 percent stating that management's inability to remove bad teachers is not a problem.³⁷

Work Rules: In addition to provisions governing compensation and personnel assignment, labor agreements contain a host of highly specific work rules that govern the day-to-day activities of teachers within their schools. While union leaders insist that these rules exist primarily to ensure that teachers are able to serve students, the content of the agreements casts doubts upon that explanation. Contracts routinely stipulate the number of students a teacher will instruct, the number of preparations (i.e., courses) a teacher may have, the number of parent conferences that a teacher will hold, what time they will leave school at day's end, what duties they can be asked to perform, and even how and how often they will evaluate students' written work. Teachers themselves complain of a culture of one-size-fits-all management that inhibits efforts to exercise professional judgment in meeting student needs.³⁸

Derived from the factory model of school governance, labor agreement restrictions on professional development impede efforts to treat teachers as serious, committed professionals. Some contracts set tight limits regarding when teachers can be asked to pursue professional development and how much can be required. Contractual limits on professional development inhibit efforts to enhance faculty quality and thereby

serve students better. For instance, contract provisions specifying that limited professional development funds will be allocated on the basis of seniority make these dollars more a subsidy for veteran faculty who wish to accrue additional credit hours or to travel than a lever for school improvement.

Other labor policies set strict limits on the ability of school principals to call staff meetings. Obviously, frequent, windy meetings waste time and damage morale—this is as true in schools as anywhere else. However, spelling out in labor agreements particulars regarding the logistics and management of meetings reduces the kind of flexibility that can allow school leaders to forge tight-knit cultures, drive improvement, and respond to unforeseen developments.

Finally, generous “leave” provisions give principals little ability to make sure their teachers show up regularly. The U.S. Department of Education reports that in 1999–2000 (the most recent year for which data are available), 5.2 percent of teachers were absent on a given day—about triple the 1.7 percent absentee rate that the Bureau of Labor Statistics reports for all managerial and professional employment.³⁹

II. Methodology

The labor agreements examined in this study were collected from the nation’s fifty largest districts (as measured by student population). The fifty districts together enroll 7.9 million students, or about 16 percent of the 48.6 million children enrolled in K–12 public education—and 29 percent of the nation’s African American students.⁴⁰ It’s also worth noting that the sample examined here is skewed to the South. Due to the historic practice of Southern states like Florida, Georgia, and North Carolina of organizing their schools on a countywide basis, a list of the nation’s fifty largest school districts based on enrollment includes Fulton County, Fairfax County, and Wake County, but not Pittsburgh, Newark, or Boston. The result is a paucity of districts from historic union strongholds like Massachusetts, Ohio, Wisconsin, Pennsylvania, Illinois, New York, and New Jersey. Meanwhile, sixteen districts, or roughly a third of the sample, are located in Texas, North Carolina, Virginia, or Georgia—states traditionally regarded as hostile to union efforts. Thus, generalizing the results of this study to the entire nation is a bit problematic.

The districts’ labor agreements were collected by the National Council on Teacher Quality (NCTQ) as part of its Teacher Rules, Roles, and Rights database. (See sidebar for more on this.) The full set of data can be found at the NCTQ Web site: www.nctq.org/cb.

A Note on Collective Bargaining Agreements

Collective bargaining agreements are necessarily moving targets since they’re often updated every one or two years. Consequently, several of the agreements evaluated in this study have been updated since they were analyzed. In particular, Baltimore City, Baltimore County, Brevard County, Broward County, Chicago, Cleveland, Detroit, Fresno, Hawaii, Jefferson County (CO), Long Beach, Los Angeles, Mesa, Milwaukee, Nashville, New York City, Orange County, and San Diego have approved, or are in the process of approving, new agreements.

Still, because experience shows that agreements rarely change dramatically from year to year, policymakers and district boards should carefully consider the findings and recommendations that follow. Journalists and other advocates are also encouraged to use this report to gauge whether or not new agreements provide school leaders with greater or less flexibility.

The building blocks for this report are twenty-six indicators drawn from that database. These indicators were used to construct twelve components, which together make up the three broad categories of interest: Compensation, Personnel Policies, and Work Rules.

Each indicator was scored on a scale of A to F, with higher marks given to policies that affirmatively endorsed managerial discretion and lower marks to those that were more restrictive. The scoring rubrics for each indicator are outlined below. For the most part, As reflect provisions that make clear that district and school leaders are entitled to reward, recruit, and evaluate teachers in quality-conscious ways. Cs generally mean the agreement is silent on the provision in question (usually coded in NCTQ’s database as “Not Stated”). Ds and Fs generally reflect provisions that explicitly prohibit principals and district officials from adjusting compensation in light of teacher experience, from factoring student performance into evaluation, or from exercising discretion when it comes to work rules.

An important interpretive concern is how to make sense of labor agreements that are silent on key points of interest.

Critics might interpret silence as a union victory, seeing an indication that the teachers union has won on the issue at the state level or in some other venue. Union defenders might plausibly argue that silence means the district is free to do as it wishes, and that state law or policy is an entirely different animal, which should not be used to judge contract flexibility.

The middle ground adopted here is to recognize that school districts exist within a web of laws, policies, and rules that private organizations, and even other areas of the public sector, do not confront. Even if a district labor agreement is silent on a specific issue, there is a good chance that a school leader will still have to negotiate legal issues, policy guidelines, or entrenched institutional habits surrounding the practice in question. This heavy quilt of constraints makes the seeming flexibility conferred by silence more tenuous than it appears at first blush. For this reason, As and Bs are reserved for provisions that explicitly cut through that quilt to secure flexibility for school leaders.

Readers should also note that, in gauging flexibility, especially using the proximate method of assessing language in labor agreements, it is not possible to sort with clarity how much flexibility is accorded to school rather than district leaders. Rather than try to make such fine-tuned distinctions, the broader distinction is between those agreements that provide school and district officials with the authority to exercise judgment and those that do not.

Indicator scores were combined into a letter grade for each component, which were in turn combined into letter grades for each of the three categories. Each district also received an overall GPA and rating, from Highly Flexible to Highly Restrictive. The grading rubric is depicted in table 1.

Table 1: Grading Scale

4.00	A
3.67–3.99	A-
3.33–3.66	B+
3.00–3.32	B
2.67–2.99	B-
2.33–2.66	C+
2.00–2.32	C
1.67–1.99	C-
1.33–1.66	D+
1.00–1.32	D
0.67–0.99	D-
0.00–0.66	F

The question of what counts as “in the labor agreement” is more complex than it might seem. Many districts and local unions permit leaders to waive seemingly restrictive labor agreement language on a case-by-case basis or through rules that are not formally written into the agreement. These memoranda of understanding (MOUs) can modify labor agreement provisions in whole or in part, but they are not part of the labor agreement itself. A reasonable case can be made that MOUs should be regarded as a de facto part of the labor agreement; an equally cogent case can be made that they are not enshrined in the labor agreement and are therefore not part of it. In this study, we used the coding decisions that NCTQ made when it compiled the data set. This entailed examining the full text of the labor agreement in every case, but MOUs only in certain cases. However, to alleviate possible confusion on this front, NCTQ reviewed its coding of labor agreements with relevant districts. Out of the 1,250 data points included in this study, NCTQ indicated that district practice departed from the labor agreement language on a total of forty-eight—and we deferred to the NCTQ report of district practice on those occasions.

Furthermore, because district labor agreements do not exist in a vacuum, this study also takes into account the effect of state laws and regulations. For instance, it would be foolish to regard a labor agreement as principal-friendly because it is silent on whether school leaders can evaluate teachers based on student achievement if, in fact, state law prohibits principals from doing so. In such a case, the labor agreement’s silence does not signal managerial flexibility—it merely signals that the question is irrelevant for the labor agreement because it was preemptively addressed by state law.⁴¹

Consequently, for each indicator we sought to determine whether there was a state statute or policy that trumped the language in the district labor agreement. We did this by contacting the relevant state affiliates of the National School Boards Association and inquiring of them, for each indicator, whether there was a state statute or policy that applied. In cases where state policy trumped district policy, the indicator was graded as “not applicable” (N/A), since the labor agreement language was not a relevant measure of district practice. Ultimately, we found that—aside from the tenure question, on which state policy was determinant in every case⁴²—there were just twenty-nine cases in which state policy was determinant.⁴³

Category 1: Compensation

Component 1.1: Previous Experience. This component assesses the degree to which districts give leaders the flexibility to adjust pay sensibly, especially when competing for experienced personnel and those with scarce skills.

- **Subcomponent one (50 percent)** consists of three indicators. Districts received an A if all three indicators were marked “yes”; a B if one or two indicators were marked “yes”; a C if all indicators were marked “not stated” or “unclear”; a D if one or two indicators were marked “no”; an F if all indicators were marked “no.” If both “yes” and “no” appeared among a district’s three indicators, the district lost one grade level per “no.”

1. Can a teacher earn a higher salary for prior experience teaching in a private school?
2. Can a teacher earn a higher salary for prior experience teaching in a college or university?
3. Can a teacher earn a higher salary for prior experience in a subject-related profession?

- **Subcomponent two (50 percent)** consists of one indicator. Districts received an A if the indicator fell into the top quartile of the salary schedule; a B if the indicator fell into the second quartile of the salary schedule; a C if the indicator fell into the third quartile of the salary schedule; a D if the indicator fell into the bottom quartile of the salary schedule; an F if the indicator was marked “0.”

4. What is the highest step for which a teacher who is new to the district, but not new to teaching, can qualify?

Component 1.2: Performance-Based Pay. This component assesses the degree to which districts give leaders the flexibility to reward teachers based on their performance. Note that the grading is entirely open as to *how* districts define merit or performance and takes into account both raises and one-time bonuses.

- **Subcomponent one (50 percent)** consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

5. Can a teacher earn additional pay on the basis of performance?

- **Subcomponent two (50 percent)** consists of one indicator. Districts received an A if the amount or high end of the range exceeds 5 percent of a teacher’s starting annual salary; a B if the amount or high end of the range is between 1 and 5 percent of a teacher’s starting annual salary; a C if Indicator 5 was “yes” but Indicator 6 is “not stated”; an F if Indicator 5 was “no.”

6. If “yes” to Indicator 5, what is the amount or range of the award for effective performance? (Either raises or bonuses count.)

Component 1.3: Hardship Pay. This component assesses the degree to which districts give leaders the flexibility to pay teachers more for working in high-needs environments.

- **Subcomponent one (50 percent)** consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

7. Can a teacher earn additional pay by working in a school classified by the district as “high-needs”?

- **Subcomponent two (50 percent)** consists of one indicator. Districts received an A if the amount or high end of the range exceeds 5 percent of a teacher’s starting annual salary; a B if the amount or high end of the range is between 1 and 5 percent of a teacher’s starting annual salary; a C if Indicator 7 was “yes” but Indicator 8 is “not stated”; an F if Indicator 7 was “no.”

8. If “yes” to Indicator 7, what is the amount or range of annual incentive pay for teaching in a school classified by the district as “high-needs”?

Component 1.4: Subject-Based Pay. This component assesses the degree to which districts give leaders the flexibility to pay teachers more to teach certain subjects.

- **Subcomponent one (50 percent)** consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

9. Can a teacher earn a higher annual salary, or additional stipend, by virtue of teaching certain subjects?

- **Subcomponent two (50 percent)** consists of four indicators. The data provided by NCTQ were in the form of dollar figures but here are interpreted as either affirmative or negative answers to the indicator questions below. Districts received an A if the answer was “yes” for all four subjects; a B if “yes” for three subjects; a C if “yes” for two subjects; a D if “yes” for one subject; an F if “yes” for no subjects.

10. Can a teacher earn a higher annual salary, or additional stipend, by virtue of teaching science?

11. Can a teacher earn a higher annual salary, or additional stipend, by virtue of teaching math?
12. Can a teacher earn a higher annual salary, or additional stipend, by virtue of teaching English as a Second Language (ESL)?
13. Can a teacher earn a higher annual salary, or additional stipend, by virtue of teaching special education?

Category 2: Personnel Decisions

Component 2.1: Tenure. This component assesses the degree to which districts give leaders the flexibility to decide if or when to award teachers with continuing labor agreement status (a.k.a. tenure). The earlier a teacher is granted tenure, the less time district officials have to evaluate teacher performance and the sooner it becomes prohibitively difficult to remove ineffective teachers.

- *Subcomponent one (100 percent)* consists of one indicator. Because tenure is a matter of state law in all fifty states, every district received an “N/A” for this component.

14. Is there a minimum number of years a teacher must be employed to gain tenure?

Component 2.2: Evaluation. This component assesses the degree to which districts give leaders the flexibility to factor student performance into teacher evaluations, particularly for teachers who have not yet been granted tenure. (It is especially important to rigorously evaluate teachers before they are given lifetime employment.)

- *Subcomponent one (50 percent)* consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

15. Can student performance, however measured, be factored into the evaluation of a teacher on a provisional contract (an untenured teacher)?

- *Subcomponent two (25 percent)* consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

16. Can student performance, however measured, be factored into the evaluation of a teacher on a continuing contract (a tenured teacher)?

- *Subcomponent three (25 percent)* consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

17. Can the results of students’ standardized achievement tests be used as a component of the evaluation of a continuing contract teacher (a tenured teacher)?

Component 2.3: Layoffs. This component assesses the degree to which districts give leaders the flexibility to retain quality teachers in the face of mandated layoffs.

- *Subcomponent three (100 percent)* consists of one indicator. Districts received an A for “yes”; a C for “not stated” or “unclear”; an F for “no.”

18. During layoffs can a principal or the district administration choose to retain an outstanding young teacher over a teacher with more seniority?

Component 2.4: Transfers. This component assesses the degree to which districts give leaders the flexibility to exercise their own judgment when filling vacancies or determining whether “excessed” teachers would be able to bump less senior teachers from their jobs.⁴⁴

- *Subcomponent one (33 percent)* consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; an F for “yes.”

19. Are internal applicants given priority over new hires for vacant positions?

- *Subcomponent two (33 percent)* consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; an F for “yes.”

20. Can an excessed teacher bump a less senior teacher from his/her job?

- *Subcomponent three (33 percent)* consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; an F for “yes.”

21. If excessing is necessary, must the district select the most junior teacher in a certification area?

Category 3: Work Rules

Component 3.1: Professional Development. This component assesses the degree to which districts give leaders the flexibility to set their own policies for professional development activities. While it is obviously desirable to reward individuals for engaging in constructive professional development activities, in most knowledge-based professions it is understood that professionals will occasionally attend professional development outside the scheduled workday and may not be specifically compensated for that activity. Especially given the vast array of activities—from Florida conferences to summer college courses to Saturday morning seminars that can count as professional development—it is unclear that mandated compensation for teachers makes sense. Moreover, given that teachers are currently rewarded in the salary schedule for graduate credit and required by states to engage in professional development to retain their credentials, there are individual benefits whether or not the labor policies call for specific compensation.

- **Subcomponent one (100 percent)** consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; an F for “yes.”
22. Is a teacher required to be given a stipend or credit for attending professional development outside the scheduled workday?

Component 3.2: Subcontracting. This component assesses the degree to which districts give leaders the flexibility to subcontract certain school operations to non-union workers. The grading does not assume any particular approach to contracting; in different labor agreements, this language might apply to classroom instruction or to cafeteria and janitorial services. It is included here solely to determine whether or not the district-teacher contract and associated board policies tie the hands of district officials on this score. Such subcontracting, if pursued sensibly and executed competently, might improve the efficiency and quality of school operations.

- **Subcomponent one (100 percent)** consists of one indicator. Districts received an A for “yes”; a C for “not stated,” “unclear,” or “subcontracting labor is only for areas not covered in bargaining unit”; an F for “no.”
23. Does the school board have the right to subcontract school operations to non-union workers?

Component 3.3: Faculty Meetings. This component assesses the degree to which districts give leaders the flexibility to hold faculty meetings for the purpose of leading a cohesive and effective school. Labor policies that impede the ability of the school principal to gather staff as necessary for focused meetings inhibit effective leadership. Of course, one need not be a regular reader of the *Dilbert* comic strip to know that such meetings can be wasteful, but it would seem that the appropriate remedy for poorly run meetings is to identify and then remediate or remove those principals rather than to tie the hands of all school leaders.

- **Subcomponent one (50 percent)** consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; a D if a cap is set at one hour or more; an F if a cap is set at one hour or less.
24. Is the amount of time for a faculty meeting capped?
- **Subcomponent two (50 percent)** consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; an F for “yes.”
25. Is some time at faculty meetings required to be allotted to union matters?

Component 3.4: Leave. This component assesses the degree to which districts require leaders to give teachers leave for union activities.

- **Subcomponent one (100 percent)** consists of one indicator. Districts received an A for “no”; a C for “not stated” or “unclear”; an F for “yes.”
26. Is leave available for a teacher to attend union associated activities (not counting leave given to elected union representatives)?

III. National Findings

Table 2 provides an overview of aggregate scores for the fifty large school districts in this study. Even after curving district marks on a rather generous grading scale, with a 2.33 GPA (on a four-point scale) sufficient to earn the Flexible designation, just five districts managed to qualify. Given that no district achieved a 2.75 GPA (the highest score was the 2.62 earned by Guilford County), no contracts qualified as Highly Flexible. District labor policies with a GPA between 2.00 and 2.32 were

deemed Somewhat Flexible, and eight districts qualified for that designation, yielding a total of thirteen districts with labor policies judged Flexible or Somewhat Flexible.

The Somewhat Restrictive category included the twenty-two districts that compiled an aggregate GPA between 1.67 and 2.00. The seven districts graded Restrictive earned GPAs between 1.33 and 1.66, while the Highly Restrictive category included eight districts that earned GPAs below 1.33. Fresno Unified School District posted the lowest grade of all the districts studied, with a 1.04. The fact that none of the fifty districts posted a GPA higher than 2.62 or lower than 1.04 makes clear that most districts tended to cluster in the vicinity of Somewhat Restrictive, with labor agreements that were inflexible on some counts but opaque on many provisions.⁴

Table 2 makes clear that hardly any contracts enshrine a high degree of flexibility, but also that less than half appear obviously and explicitly restrictive. These two observations are in tension with one another, and it is worth discussing each in turn.

First, no more than five labor agreements in the nation's fifty largest school districts provide for anything approaching reasonable managerial discretion on the crucial dimensions of Compensation, Personnel Policies, and Work Rules. The five districts that deserve a closer look from reformers across the land are Guilford County (Greensboro, NC) with a 2.62; Austin Independent (Texas), with a 2.57; Northside Independent (San Antonio, TX), with a 2.54; and Dallas Independent (Texas) and Fairfax County (suburban Washington, DC), both with a 2.50. Interestingly, all five of these districts are in states where collective bargaining is prohibited.

More than three-quarters of contracts are restrictive even more often than they are ambiguous, and hardly any contracts explicitly grant managers the tools to woo promising employees or to exercise judgment when assembling their faculty—prerogatives regarded as typical in many high-performing for-profit and nonprofit organizations. This is not the fault of unions alone—it is equally the responsibility of school boards and superintendents, as well as of state officials who have rarely helped, and who sometimes hinder, district efforts on this count. The upshot is that the vast majority of labor agreements force principals and superintendents to operate under conditions that make effective leadership difficult—and that rarely provide explicit authority for sensible actions regarding teacher compensation, assignment, or work rules.

However, there is also a second, more subtle finding. There appears to be more than a grain of truth to union complaints that collective bargaining agreements and formal labor policies are being unfairly tagged as the primary explanation for inert, inflexible, or lethargic management. While hardly any labor agreements are truly conducive to effective leadership, only nine of the fifty labor agreements examined are egregiously restrictive (i.e., rated Highly Restrictive), and more than half are either Flexible, Somewhat Flexible, or only Somewhat Restrictive. In short, most districts operate under labor agreements that are notably vague on just what management can or cannot do when it comes to compensation, personnel, and work rules, suggesting that inaction on the part of principals and superintendents cannot be explained simply by citing formal labor agreement provisions. Doubtless, other constraints in practice, culture, or local politics are also operative—and in many cases are the product of teachers union efforts—but the findings suggest that the impact of labor agreements on school and district leadership are less straightforward than many previous accounts suggest.

With those general comments serving as an introduction, let us turn to the grades for each of the three areas of interest. Districts averaged between D+ and C- in each of the three grading categories. For Compensation, the mean grade was 2.01 (C). For Personnel Policies, the mean grade was 1.95 (C-). For Work Rules, it was 1.44 (D+).

Table 3 depicts district rankings for teacher compensation. Four districts received a grade of B or higher: Anne Arundel County (Annapolis, MD), Guilford County, Palm Beach County (Florida), and Charlotte-Mecklenburg (North Carolina), with Anne Arundel the only district earning a grade of A- or higher. Meanwhile, seven districts received grades of D or lower, and another eleven received grades of D+. The two districts to receive F's on compensation were Chicago and Cleveland. While the existence of collective bargaining in states has often been blamed for inflexible policies and practices in the area of compensation, it is worth noting that eight districts in non-collective-bargaining states received a D+ or lower. Meanwhile, the nine highest-scoring districts included four from the union strongholds of Maryland and California. All this is simply to note that some of these dynamics may be more complex than many conventional accounts suggest.

Table 4 depicts the results for Personnel Policies. Five districts earned grades of B or higher when it came to providing

Table 2: Teacher labor agreements of the nation’s fifty largest districts, from first to worst

RATING	DISTRICT	STATE	GPA
FLEXIBLE	Guilford County Schools (Greensboro)	North Carolina*	2.62
FLEXIBLE	Austin Independent School District	Texas*	2.57
FLEXIBLE	Northside Independent School District (San Antonio)	Texas*	2.54
FLEXIBLE	Dallas Independent School District	Texas*	2.50
FLEXIBLE	Fairfax County Public Schools (suburban Washington, DC)	Virginia*	2.50
SOMEWHAT FLEXIBLE	Hillsborough County School District (Tampa)	Florida	2.31
SOMEWHAT FLEXIBLE	Anne Arundel County Public Schools (Annapolis)	Maryland	2.28
SOMEWHAT FLEXIBLE	Baltimore City Public School System	Maryland	2.18
SOMEWHAT FLEXIBLE	Charlotte-Mecklenburg Schools	North Carolina*	2.14
SOMEWHAT FLEXIBLE	Cobb County School District (suburban Atlanta)	Georgia*	2.11
SOMEWHAT FLEXIBLE	Montgomery County Public Schools (suburban Washington, DC)	Maryland	2.11
SOMEWHAT FLEXIBLE	Houston Independent School District	Texas*	2.06
SOMEWHAT FLEXIBLE	Clark County School District (Las Vegas)	Nevada	2.04
SOMEWHAT RESTRICTIVE	Cypress-Fairbanks Independent School District (Houston)	Texas*	1.99
SOMEWHAT RESTRICTIVE	Wake County Schools (Raleigh)	North Carolina*	1.98
SOMEWHAT RESTRICTIVE	Long Beach Unified School District	California	1.93
SOMEWHAT RESTRICTIVE	Palm Beach County School District	Florida	1.93
SOMEWHAT RESTRICTIVE	Pinellas County School District (St. Petersburg)	Florida	1.93
SOMEWHAT RESTRICTIVE	Duval County School District (Jacksonville)	Florida	1.92
SOMEWHAT RESTRICTIVE	Gwinnett County Public Schools (suburban Atlanta)	Georgia*	1.91
SOMEWHAT RESTRICTIVE	Broward County School District (Ft. Lauderdale)	Florida	1.87
SOMEWHAT RESTRICTIVE	Baltimore County Public Schools	Maryland	1.86
SOMEWHAT RESTRICTIVE	City of Chicago School District	Illinois	1.86
SOMEWHAT RESTRICTIVE	Fulton County Schools (suburban Atlanta)	Georgia*	1.83
MEAN SCORE FOR ALL FIFTY DISTRICTS			1.80
SOMEWHAT RESTRICTIVE	Granite School District (suburban Salt Lake City)	Utah	1.78
SOMEWHAT RESTRICTIVE	Denver Public Schools	Colorado	1.77
SOMEWHAT RESTRICTIVE	Fort Worth Independent School District	Texas*	1.77
SOMEWHAT RESTRICTIVE	Mesa Public Schools	Arizona	1.75
SOMEWHAT RESTRICTIVE	Polk County School District (central Florida)	Florida	1.73
SOMEWHAT RESTRICTIVE	Virginia Beach City Public Schools	Virginia*	1.73
SOMEWHAT RESTRICTIVE	Dekalb County School System (suburban Atlanta)	Georgia*	1.71
SOMEWHAT RESTRICTIVE	Milwaukee Public Schools	Wisconsin	1.71
SOMEWHAT RESTRICTIVE	School District of Philadelphia	Pennsylvania	1.71
SOMEWHAT RESTRICTIVE	Detroit Public Schools	Michigan	1.68
SOMEWHAT RESTRICTIVE	Los Angeles Unified School District	California	1.68
RESTRICTIVE	Jefferson County Public Schools (Denver)	Colorado	1.63
RESTRICTIVE	New York City Public Schools	New York	1.63
RESTRICTIVE	Miami-Dade County Public Schools (Miami)	Florida	1.58
RESTRICTIVE	Brevard County School District (Cape Canaveral area)	Florida	1.54
RESTRICTIVE	Orange County School District (Orlando)	Florida	1.52
RESTRICTIVE	Albuquerque Public Schools	New Mexico	1.44
RESTRICTIVE	Metropolitan Nashville Public Schools	Tennessee	1.43
HIGHLY RESTRICTIVE	Hawaii Department of Education (statewide district)	Hawaii	1.28
HIGHLY RESTRICTIVE	Jefferson County Public Schools (Louisville)	Kentucky	1.25
HIGHLY RESTRICTIVE	Jordan School District (suburban Salt Lake City)	Utah	1.25
HIGHLY RESTRICTIVE	Memphis City Schools	Tennessee	1.23
HIGHLY RESTRICTIVE	Prince George’s County Public Schools (suburban Washington, DC)	Maryland	1.18
HIGHLY RESTRICTIVE	San Diego Unified School District	California	1.11
HIGHLY RESTRICTIVE	Cleveland Metropolitan City School District	Ohio	1.06
HIGHLY RESTRICTIVE	Fresno Unified School District	California	1.04

* Denotes non-collective-bargaining states—i.e., those where collective bargaining is either illegal or nonmandatory and not practiced. (See sidebar on page 8.)

Table 3: District GPA for Compensation

DISTRICT	STATE	GPA	GRADE
Anne Arundel County Public Schools	Maryland	3.75	A-
Charlotte-Mecklenburg Schools	North Carolina*	3.38	B+
Guilford County Schools	North Carolina*	3.25	B
Palm Beach County School District	Florida	3.25	B
Denver Public Schools	Colorado	2.88	B-
Long Beach Unified School District	California	2.88	B-
Los Angeles Unified School District	California	2.88	B-
Baltimore City Public School System	Maryland	2.75	B-
Miami-Dade County Public Schools	Florida	2.75	B-
Broward County School District	Florida	2.63	C+
Clark County School District	Nevada	2.63	C+
Dallas Independent School District	Texas*	2.63	C+
Duval County School District	Florida	2.63	C+
Detroit Public Schools	Michigan	2.50	C+
Hillsborough County School District	Florida	2.50	C+
Fairfax County Public Schools	Virginia*	2.38	C+
School District of Philadelphia	Pennsylvania	2.38	C+
Cypress-Fairbanks Independent School District	Texas*	2.25	C
Orange County School District	Florida	2.25	C
Albuquerque Public Schools	New Mexico	2.13	C
Polk County School District	Florida	2.13	C
MEAN COMPENSATION SCORE FOR ALL FIFTY DISTRICTS		2.01	C
Brevard County School District	Florida	2.00	C
Jefferson County Public Schools	Kentucky	2.00	C
Montgomery County Public Schools	Maryland	2.00	C
Pinellas County School District	Florida	2.00	C
Cobb County School District	Georgia*	1.88	C-
Milwaukee Public Schools	Wisconsin	1.88	C-
Virginia Beach City Public Schools	Virginia*	1.88	C-
Fresno Unified School District	California	1.75	C-
Memphis City Schools	Tennessee	1.75	C-
Mesa Public Schools	Arizona	1.75	C-
San Diego Unified School District	California	1.75	C-
Austin Independent School District	Texas*	1.63	D+
Baltimore County Public Schools	Maryland	1.63	D+
Dekalb County School System	Georgia*	1.63	D+
Fort Worth Independent School District	Texas*	1.63	D+
Granite School District	Utah	1.63	D+
Jefferson County Public Schools	Colorado	1.63	D+
Prince George's County Public Schools	Maryland	1.63	D+
Fulton County Schools	Georgia*	1.50	D+
Gwinnett County Public Schools	Georgia*	1.50	D+
Wake County Schools	North Carolina*	1.50	D+
Hawaii Department of Education	Hawaii	1.38	D+
Northside Independent School District	Texas*	1.13	D
Houston Independent School District	Texas*	1.00	D
Metropolitan Nashville Public Schools	Tennessee	1.00	D
Jordan School District	Utah	0.88	D-
New York City Public Schools	New York	0.88	D-
City of Chicago School District	Illinois	0.50	F
Cleveland Metropolitan City School District	Ohio	0.50	F

* Denotes non-collective-bargaining states--i.e., those where collective bargaining is either illegal or nonmandatory and not practiced. (See sidebar on page 8.)

school leaders with the ability to make quality-conscious determinations regarding teacher evaluations, transfers, and layoffs: Austin Independent, Chicago, Fairfax County, Guilford County, and Northside Independent. Notably, all but one of these districts are in states that have outlawed collective bargaining; as for Chicago, a state law has taken much discretion away from the district and its teachers union when it comes to Personnel Policies. Meanwhile, six districts received grades of D or lower. These included Prince George's County and the Memphis City Schools, both of which received Fs, along with grades of D or D- for Brevard County (Cape Canaveral, FL), Fresno Unified, Jefferson County (Louisville, KY), and the Jordan School District (suburban Salt Lake City, UT). Another twelve districts earned grades of D+, with notables in that group including Los Angeles Unified, Cleveland, Denver, and San Diego Unified.

Table 5 presents grades and rankings for the Work Rules category. When it comes to rules governing professional development, subcontracting labor, faculty meetings, and mandatory leave for union business, the average district operates under policies that are substantially more restrictive still than those governing compensation or personnel policy. Just three districts, all in Texas (where collective bargaining is prohibited), received grades of B- or higher: Northside Independent, Austin Independent, and Houston Independent. Meanwhile, nineteen districts earned grades of D or lower, including four districts that earned Fs: Los Angeles Unified, Fresno Unified, San Diego Unified, and Miami-Dade County. Three of these are California districts. Miami-Dade County's score is noteworthy for being the only case in which a district obtained a score of 0.00 in any of the three categories—making Miami-Dade County's policies on Work Rules the national standard for inflexibility.

The results for the three major categories show substantially more variance than the aggregate GPAs. For example, the top score in the Compensation category was a 3.75 (Anne Arundel County) and the bottom was a 0.50 (Chicago and Cleveland). This spread of 3.25 points was double that between top-scoring Guilford County and bottom-ranking Fresno Unified in the aggregate rankings. Of course, since no individual district's overall GPA exceeded 2.62, the clear lesson here is that districts that receive high scores in one category tended to offset that accomplishment by scoring poorly in the others.

For instance, Anne Arundel County, which was the top scorer in the Compensation category with a 3.75 (A-), earned a 2.22 (C) in Personnel Policies and a 0.88 (D-) in Work Rules. Chicago tied for the top score on Personnel Policies, earning a 3.33 (B+)—due in significant part to practices imposed in 1995 when the state stripped many provisions from the collective bargaining agreement⁴⁷—but also tied for the bottom score on Compensation, with a 0.50 (F), and earned a mediocre 1.75 (C-) on Work Rules. Such variation makes the search for an exemplary district or for “best practices” regarding contract negotiation a frustrating exercise to be pursued with great caution.

Provisions of Note

A few parts of these labor agreements deserve further attention. There were three components on which districts did a particularly poor job of securing managerial flexibility. First, across the board, districts fared worst on professional development, where the mean grade was a D-. Just two districts scored above a C, while the twenty-eight districts that *require* teachers to be paid either a stipend or salary credit for attending professional development outside the scheduled workday received Fs. It is eminently clear why teachers would wish to be paid for such professional development. However, it is difficult to think of other knowledge-based professions—whether journalism, management consulting, medicine, higher education, even sales—where additional compensation is a prerequisite for professional training. Agreements that presume that professional growth requires mandated district compensation, and especially those which allocate such dollars on seniority-driven formulas, hinder the ability of principals to ensure that their personnel are developing the skills and knowledge they need to succeed.

Districts received almost equally dismal scores when it came to paying teachers extra for working in shortage subject areas—specifically science, math, ESL, and special education. The mean grade for this component was D, with thirty-one districts—more than 60 percent—prohibiting efforts to adjust pay to attract teachers to hard-to-staff subjects. Such prohibitions make it very difficult for school leaders to recruit instructors with scarce expertise, who can easily be lured away to the private sector, where salaries are much higher.

The third component on which districts fared particularly poorly was mandatory leave for union-related activities, with a mean grade of D. Twenty-four districts require that some teachers be permitted to skip instructional time to tend to union

Model districts

The following chart shows which districts (if any) received As for each of the twelve components analyzed.

1. Previous Experience	Broward County
2. Performance-based pay	Anne Arundel County, Denver, Guilford County
3. Hardship pay	Anne Arundel County, Baltimore City, Charlotte-Mecklenburg, Clark County, Duval County, Fairfax County, Guilford County, Long Beach, Palm Beach, Philadelphia
4. Subject-based pay	Charlotte-Mecklenburg, Dallas
5. Tenure	None (tenure rules are set by the state in all districts studied)
6. Evaluation	Austin, Broward County, Cobb County, Dallas, Fairfax, Guilford County, Hillsborough County, Northside
7. Layoffs	Austin, Chicago
8. Transfers	None
9. Professional development	Hillsborough County, Northside
10. Subcontracting operations	Baltimore City, Montgomery County
11. Faculty meetings	Fairfax County, Northside
12. Leave	Austin, Fort Worth, Houston, Northside

affairs. There is nothing necessarily wrong with districts trying to make some nonintrusive accommodations for unions, but stipulating this “release time” deprives some students of critical instructional time, forces principals to work around union activities, and sends the message that union affairs are at least as important as what happens in the classroom.

On the other hand, there were also areas where districts did a consistently better job of affording flexibility to school and district leaders. The component on which districts scored highest was adjusting teacher compensation to account for previous experience. The average district earned a B- for this component, with fourteen districts earning grades of B+ or higher.

Districts also scored relatively well on factoring student performance into evaluations of teacher performance—at least on having the freedom to do so, whether they in fact do it or not—earning an aggregate C+, for their second-highest overall score. Eight districts received As for this component—meaning they had in place language or policies that explicitly permit such practices. Finally, districts posted their third-highest score on the question of hardship pay, with a mean grade of C. There was substantial variation among districts regarding their ability to adjust compensation for teachers taking on more challenging work environments, with ten districts earning As because language or policy explicitly enables such adjustments, and another ten earning Fs because they explicitly prohibit such commonsense practices.

District Context and Labor Policies

Having examined the individual districts, let us now consider the findings more broadly and ask whether some kinds of districts are consistently more likely to have flexible (or inflexible) labor agreements. In particular, it is worth asking whether superintendents, school boards, and principals operating in disadvantaged areas face more challenging workplace environments. If this is in fact the case, labor agreements may be making the task of those educators in the most challenging circumstances even more difficult.

Table 6 breaks down aggregate district grades on the basis of district poverty, racial composition, and enrollment, as well as on the basis of whether the district is located in a state where teachers negotiate via collective bargaining. (In this study, districts in every state except Georgia, North Carolina, Texas, and Virginia negotiate via collective bargaining.) First, comparing mean scores for the twenty-two districts in which half or more of students are eligible for free and reduced lunch to the twenty-eight districts with fewer than 50 percent eligible shows that high-poverty districts operate in somewhat more restrictive environments. High-poverty districts had a mean GPA of 1.65 and a mean rating of Restrictive, while districts with lower incidences of poverty had a mean GPA of 1.92 and a mean rating of Somewhat Restrictive. Neither group gave school leaders great flexibility, but one can safely state that labor agreements in high-poverty districts are more restrictive than in other districts.

Table 4: District GPA for Personnel Policies

DISTRICT	STATE	GPA	GRADE
Austin Independent School District	Texas*	3.33	B+
City of Chicago School District	Illinois	3.33	B+
Fairfax County Public Schools	Virginia*	3.11	B
Guilford County Schools	North Carolina*	3.11	B
Northside Independent School District	Texas*	3.00	B
Dallas Independent School District	Texas*	2.89	B-
Hillsborough County School District	Florida	2.67	C+
New York City Public Schools	New York	2.67	C+
Baltimore County Public Schools	Maryland	2.44	C+
Cobb County School District	Georgia*	2.44	C+
Houston Independent School District	Texas*	2.44	C+
Montgomery County Public Schools	Maryland	2.44	C+
Wake County Schools	North Carolina*	2.44	C+
Anne Arundel County Public Schools	Maryland	2.22	C
Broward County School District	Florida	2.22	C
Cypress-Fairbanks Independent School District	Texas*	2.22	C
Granite School District	Utah	2.22	C
Gwinnett County Public Schools	Georgia*	2.22	C
Clark County School District	Nevada	2.00	C
Dekalb County School System	Georgia*	2.00	C
Duval County School District	Florida	2.00	C
Fulton County Schools	Georgia*	2.00	C
Mesa Public Schools	Arizona	2.00	C
Miami-Dade County Public Schools	Florida	2.00	C
Milwaukee Public Schools	Wisconsin	2.00	C
School District of Philadelphia	Pennsylvania	2.00	C
MEAN PERSONNEL POLICIES SCORE FOR ALL FIFTY DISTRICTS		1.95	C-
Baltimore City Public School System	Maryland	1.78	C-
Detroit Public Schools	Michigan	1.78	C-
Jefferson County Public Schools	Colorado	1.78	C-
Metropolitan Nashville Public Schools	Tennessee	1.78	C-
Palm Beach County School District	Florida	1.78	C-
Pinellas County School District	Florida	1.78	C-
Cleveland Metropolitan City School District	Ohio	1.67	D+
Long Beach Unified School District	California	1.67	D+
Los Angeles Unified School District	California	1.67	D+
Charlotte-Mecklenburg Schools	North Carolina*	1.56	D+
Denver Public Schools	Colorado	1.56	D+
Fort Worth Independent School District	Texas*	1.56	D+
Orange County School District	Florida	1.56	D+
Polk County School District	Florida	1.56	D+
Virginia Beach City Public Schools	Virginia*	1.56	D+
Albuquerque Public Schools	New Mexico	1.33	D+
Hawaii Department of Education	Hawaii	1.33	D+
San Diego Unified School District	California	1.33	D+
Brevard County School District	Florida	1.11	D
Fresno Unified School District	California	1.00	D
Jefferson County Public Schools	Kentucky	1.00	D
Jordan School District	Utah	0.89	D-
Prince George's County Public Schools	Maryland	0.67	F
Memphis City Schools	Tennessee	0.44	F

* Denotes non-collective-bargaining states—i.e., those where collective bargaining is either illegal or nonmandatory and not practiced. (See sidebar on page 8.)

Table 5: District GPA for Work Rules

DISTRICT	STATE	GPA	GRADE
Northside Independent School District	Texas*	3.50	B+
Austin Independent School District	Texas*	2.75	B-
Houston Independent School District	Texas*	2.75	B-
Fort Worth Independent School District	Texas*	2.13	C
Baltimore City Public School System	Maryland	2.00	C
Cobb County School District	Georgia*	2.00	C
Dallas Independent School District	Texas*	2.00	C
Fairfax County Public Schools	Virginia*	2.00	C
Fulton County Schools	Georgia*	2.00	C
Gwinnett County Public Schools	Georgia*	2.00	C
Jordan School District	Utah	2.00	C
Pinellas County School District	Florida	2.00	C
Wake County Schools	North Carolina*	2.00	C
Montgomery County Public Schools	Maryland	1.88	C-
City of Chicago School District	Illinois	1.75	C-
Hillsborough County School District	Florida	1.75	C-
Virginia Beach City Public Schools	Virginia*	1.75	C-
Baltimore County Public Schools	Maryland	1.50	D+
Brevard County School District	Florida	1.50	D+
Charlotte-Mecklenburg Schools	North Carolina*	1.50	D+
Clark County School District	Nevada	1.50	D+
Cypress-Fairbanks Independent School District	Texas*	1.50	D+
Dekalb County School System	Georgia*	1.50	D+
Granite School District	Utah	1.50	D+
Guilford County Schools	North Carolina*	1.50	D+
Jefferson County Public Schools	Colorado	1.50	D+
Memphis City Schools	Tennessee	1.50	D+
Mesa Public Schools	Arizona	1.50	D+
Metropolitan Nashville Public Schools	Tennessee	1.50	D+
Polk County School District	Florida	1.50	D+
MEAN WORK RULES SCORE FOR ALL FIFTY DISTRICTS		1.44	D+
New York City Public Schools	New York	1.33	D+
Long Beach Unified School District	California	1.25	D
Milwaukee Public Schools	Wisconsin	1.25	D
Prince George's County Public Schools	Maryland	1.25	D
Duval County School District	Florida	1.13	D
Hawaii Department of Education	Hawaii	1.13	D
Cleveland Metropolitan City School District	Ohio	1.00	D
Albuquerque Public Schools	New Mexico	0.88	D-
Anne Arundel County Public Schools	Maryland	0.88	D-
Broward County School District	Florida	0.75	D-
Denver Public Schools	Colorado	0.75	D-
Detroit Public Schools	Michigan	0.75	D-
Jefferson County Public Schools	Kentucky	0.75	D-
Orange County School District	Florida	0.75	D-
Palm Beach County School District	Florida	0.75	D-
School District of Philadelphia	Pennsylvania	0.75	D-
Los Angeles Unified School District	California	0.50	F
Fresno Unified School District	California	0.38	F
San Diego Unified School District	California	0.25	F
Miami-Dade County Public Schools	Florida	0.00	F

* Denotes non-collective-bargaining states—i.e., those where collective bargaining is either illegal or nonmandatory and not practiced. (See sidebar on page 8.)

Table 6: Demographics and managerial flexibility

	MEAN GPA (# OF DISTRICTS)	RATING
<i>% low-income</i>		
More than 50% Reduced/Free Lunch	1.65 (22)	Restrictive
Less than 50% Reduced/Free Lunch	1.92 (28)	Somewhat Restrictive
<i>% minority</i>		
More than 75% Minority	1.71 (16)	Somewhat Restrictive
Less than 25% Minority	1.85 (34)	Somewhat Restrictive
<i>Enrollment</i>		
200,000+	1.82 (7)	Somewhat Restrictive
100,000-200,000	1.83 (20)	Somewhat Restrictive
Less than 100,000	1.77 (23)	Somewhat Restrictive
<i>Labor policy environment</i>		
Non-collective-bargaining states	2.21 (16)	Somewhat Flexible
Collective-bargaining states	1.63 (34)	Restrictive

The results are similar when districts are analyzed according to the size of their minority enrollment. The sixteen districts in which 75 percent or more of students are Latino or African American had a mean GPA of 1.71, while the other thirty-four districts had a mean GPA of 1.85. In short, districts serving the largest concentrations of poor and minority children are also those where labor agreements are less flexible and more likely to hinder effective school leadership.

Table 6 also provides two additional comparisons. When districts are compared on the basis of their size, no obvious relationships appear. For instance, the mean grade for the largest districts (those enrolling more than 200,000 students) is the same as those enrolling fewer than 100,000 students.

Finally, table 6 compares districts in collective bargaining states with those whose labor agreements take the form of board policies. (See sidebar on page 8 for more details.) Here we find a significant difference: the fifteen districts in nonbargaining states averaged a GPA of 2.21 and a Somewhat Flexible rating, while the thirty-five districts in states that mandate collective bargaining had a GPA of 1.63 and a mean rating of Restrictive. There are two ways to make sense of this finding. One is to recognize the large disparity and that, in proximate terms, non-collective-bargaining districts appear to be about 25 percent more flexible than their counterparts.

The other is to note that the difference accounts for less than one-third of the spread between the highest- and lowest-scoring districts when comparing aggregate grades—and less than one-sixth of the spread when comparing grades in the area of compensation—and that districts in non-collective-bargaining states still have relatively restrictive labor policies. Both interpretations offer useful insights and deserve further attention from policymakers and would-be reformers.

It should also be noted that all of the five districts rated Flexible are in either North Carolina, Texas, or Virginia, the three states where collective bargaining is explicitly illegal. (Although teachers in Georgia do not practice collective bargaining, it is not strictly prohibited by state law.) Of course, such correlation cannot prove that collective bargaining per se “causes” restrictive management policy, but it should at least direct the attention of would-be reformers toward these nonbargaining states.

IV. Conclusion

It is worth remembering that the sample of districts examined here—the nation’s fifty largest—is skewed toward the South, a region historically averse to union activity. This means that even the relatively dismal results reported here might potentially underestimate the restrictiveness of contracts across the land, especially in urban districts, and particularly in the Northeast and Midwest.

Still, the plain language of labor agreements generally appears less restrictive than the most ardent union critics, like Peter Brimelow or Myron Lieberman, have suggested. The problem is not so much that collective bargaining agreements *prohibit* leaders from acting as that the agreements are murky; send mixed signals regarding the bounds of permissible action; or come into tension with prohibitions emanating from federal, state, judicial, or district practices and policies. The murkiness and ambiguity have been made especially problematic by risk-averse principals, central office administrators, school boards, and superintendents who are applauded for “collegiality” and strongly encouraged by the community to avoid unseemly conflict. In no small part, this timidity is the handiwork of local teacher associations, which are enormously influential and active in school district affairs, can frequently unseat board members who don’t toe the line, can make life complicated for unpopular superintendents and principals, and can turn to plenty of other levers such as state (and federal) laws and regulations if the district or its leader becomes obstreperous.

These findings suggest that tales of victimhood told by superintendents, school boards, and principals may reflect more than a hint of blame shifting and exaggeration—or at least present an overly simplistic account of the forces at work. There is evidence that other culprits—including lethargic school and district leadership, more informal and political exertions of union influence, or Kafkaesque mediation or arbitration processes—join to leave districts conflict averse. (Recall that “silent” labor agreement provisions were graded as C, precisely because explicit protections are necessary to overcome the web of constraints that exist in public school systems.)

In short, it may well be that complementary forces, at least as much as the black-and-white text of labor agreements, are responsible for the failure of districts to move forward on competing for talent, removing mediocre teachers, considering student achievement data in teacher evaluation, or rethinking work arrangements. After all, as Brad Jupp, who has worked as both a union and district official in Denver, Colorado, has noted, “Any strict interpretation of a collective bargaining agreement would say that everything not expressly in the labor policy is not governed by the labor policy. Therefore, a practice not mentioned in the labor policy is not policy and may be modified without collective bargaining. In Denver, management adheres to this line assiduously; labor can be forced to accept it much of the time.”⁴⁸

Particularly relevant here is the question of teacher tenure (i.e., providing teachers with an employment agreement that does not require periodic renewal, a practice that essentially guarantees lifetime employment in nearly all cases). For instance, extending the period of time that a teacher must work in the classroom before receiving tenure was the source of a hotly contested initiative pushed unsuccessfully by California Governor Arnold Schwarzenegger in 2005. Much discussion of collective bargaining and inflexible working arrangements rapidly turns to the question of tenure. Readers will note, however, that every district in this study received a “not applicable” grade when it came to tenure. That is because tenure policies are set at the state level. Every district in this study operates under the influence of state laws that dictate how many years a teacher must teach before receiving tenure. In other words, even superintendents, school boards, and local union leaders interested in reforming tenure policies lack the authority to do so.

This illuminates a crucial reality: Labor agreements do not operate in a vacuum. The fact that a contract does not prohibit reforms to tenure, compensation, or work rules is no assurance that such steps are feasible. Rather, even reform-minded districts must negotiate a web of federal and state laws, state board policies, court rulings, quasi-judicial processes, contracts governing other categories of school employees, and the political influence of teacher unions in state and national capitals. The findings here, and the implications for what school districts can or should do, should be interpreted with an understanding that labor agreements are but one potential source of rigidity in a dense policy environment. (Still, it seems that cutting out formal collective bargaining helps; recall that the only districts to earn the Flexible rating in this study are in states where collective bargaining is illegal.)

Major corporations that have inherited generous and costly labor policies negotiated in the 1950s, 1960s, and 1970s have spent the last three decades trying to unwind them—or going bankrupt if they fail to adapt. Younger competitors, like JetBlue and Southwest in the airline industry, have flourished, while older “legacy” firms have struggled to reshape their outmoded labor policies. The decimation of U.S. manufacturing shows how the costs, work rules, and operational handcuffs negotiated a half-century ago by employers eventually became untenable. Firms unable to address the problems have disappeared (such as once-mighty Pan Am) or have gone into bankruptcy to get out from under labor policies that threatened their viability (such as U.S. Airways, United, and Delta).

An even better analogy for K–12 education might be the fall 2007 round of contract negotiations between the United Auto Workers (UAW) and the three major Detroit automakers, in which both parties agreed to up-end the famed 1957 Treaty of Detroit (which once served as the gold standard for manufacturing-era labor policies) and negotiate new contracts that leave the automakers more agile, efficient, and competitive. Recognizing new realities allowed the UAW and the automakers to establish ground rules more conducive to economic success in the twenty-first century.

Unfortunately, public school districts have not yet awakened to these new realities. No district in this study did more than a mediocre job of providing school leaders and district officials with the basic prerogatives required to lead effectively. While a handful of districts have clearly done more to create flexible management environments than others—including Guilford County, Austin Independent School District, and Northside Independent School District—none of them could reasonably be deemed a shining example of doing it right. Moreover, districts that offer flexibility in one area have seemingly taken pains not to overdo it, and they routinely exhibit restrictive policies in another area.

V. Recommendations

The lesson that thoughtful reformers should take from these findings is not that they need to author new, inflexible state plans governing hard-to-staff schools or develop new performance-based pay schemes. Rather, there is a need to move on multiple fronts to promote flexibility for district and school leaders—and to ensure that leaders are prepared for their roles and held accountable for using authority appropriately and effectively. New one-size-fits-all solutions, like statewide performance pay systems that force districts across a state to deliver bonuses strictly on the basis of test results, invite implementation debacles, will conflict with the particular circumstances of many districts, and are likely to hurl us from one era of compliant management into another.

Crudely designed or bureaucratically administered plans that fail to meaningfully reflect teacher performance can lead to undesirable consequences and aggravate current problems with attracting and retaining quality educators.⁴⁹ The failure to address performance appraisal sensibly and with an eye to how the system would work in practice has tripped up previous efforts to deploy performance pay. Perhaps the most telling example of this in the public sector is the federal government's

dismal experience with the Performance Management and Recognition System, which was launched in 1985 and sank in 1993.⁵⁰ In lieu of such popular but short-sighted remedies, here are four more constructive takeaways for reformers.

First, promote transparency regarding what labor agreements say, boost awareness of the problems that restrictive provisions cause, and highlight examples of flexible language that superintendents and school boards need to pursue in new labor policies. This push for transparency was the strategy that former city council member Eva Moscovitz employed effectively in a highly visible series of hearings in New York City in 2003⁵¹ and has been the hallmark of the enormously influential reports issued by the New Teacher Project. Explaining to parents, voters, and civic leaders how labor provisions impede efforts to attract, prepare, or manage effective teachers can build support for smart reform while giving savvy union leaders political cover to convince members that it may be necessary to accept the kinds of modified arrangements that their union brethren have accepted in other sectors.

Second, superintendents and school boards need to negotiate better agreements. In many districts, this means removing strictures that inhibit effective management, while in others it means working to win explicit recognition of managerial discretion as part of a twenty-first century labor agreement. Reform-minded district leaders can benefit from scrutinizing the language in their labor agreements and state codes. Another fine model is Rhode Island's Education Partnership, a business-backed reform group that has issued a series of careful reports documenting problematic provisions in Rhode Island agreements and providing concrete suggestions for retooling these contracts.⁵² Obviously, efforts to up-end established agreements or policies will be both arduous and unpleasant for school boards, superintendents, and district attorneys. For that reason, it is essential that reformers, community leaders, and parents demand action, support officials who rise to the challenge, and push those who do not.⁵⁴ Board members and superintendents will take on these battles, and can hope to succeed, only if they have staunch community backing that will see them through the inevitable opposition from teacher unions and other reform opponents.

Third, while addressing formal agreements and policies is vital, the findings suggest that critics may overstate the degree to which labor agreements themselves hamstring large districts. Most agreements are ambiguous (or silent) on key questions

regarding compensation, personnel policies, and work rules. Superintendents need to push principals to lead more aggressively with the authority they already have, and boards must ask superintendents to lead more creatively within the parameters of existing agreements. As noted above, inaction might be traced to forces like state and federal law, judicial activity, labor agreements with employees other than teachers, and union political influence. Even so, it appears that district and school leaders are failing to exploit gray areas in which they may be free to act. Whether this hesitancy is due to a fear of provoking conflict and violating comfortable norms, union resistance and influence, or a lack of willingness by district leaders to actively support entrepreneurial activity, it calls for reformers to both address extra-district sources of inflexibility and push district officials to provide the requisite political, legal, and material support. District officials must cease blaming “the contract” for their inaction.

Finally, it is essential that advocates, policymakers, and funders keep pressing American Federation of Teachers and NEA locals to embrace the kind of rethinking and flexibility that the UAW accepted in 2007 as it overturned the 1957 Treaty of Detroit legacy and finally accepted a changed world for labor. The NEA and AFT are among the few unions still adamantly opposed to the kind of operational agility that the UAW and General Motors brought to American auto manufacturing with the first Saturn plant two decades ago.

As in the case of Saturn and the much-discussed Denver ProComp teacher pay plan, it will be necessary for management to engage unions in defining expectations and new work arrangements. That will happen, however, only if union leaders feel sufficient political pressure and member unease that such a course becomes less painful than continued recalcitrance.

The challenge for policymakers and reformers is to create labor agreements under which healthy management-employee relations can thrive. This will require adopting policies that ensure that dynamic leadership does not depend upon or devolve into exhausting bureaucratic maneuvering. Ultimately, in a nation dotted with thriving public and private enterprises of all kinds, it does not seem too much to hope that we can empower leadership to transform even our most troubled schools into professional, talent-friendly communities.

Notes

¹ National Education Association, *Collective Bargaining Rights for Education Employees in the United States* (Washington, DC: November 2003). Supplemented by information gathered in e-mail correspondence between the authors and NEA staff.

² Frederick M. Hess and Martin R. West, *A Better Bargain: Overhauling Teacher Collective Bargaining for the 21st Century* (Cambridge, MA: Harvard University Program on Education Policy and Governance, 2006), 17.

³ Frederick M. Hess and Martin R. West, *A Better Bargain: Overhauling Teacher Collective Bargaining for the 21st Century* (Cambridge, MA: Harvard University Program on Education Policy and Governance, 2006); Jane Hannaway and Andrew J. Rotherham, eds., *Collective Bargaining in Education: Negotiating Change in Today's Schools* (Cambridge, MA: Harvard Education Press, 2006); Charles Taylor Kerchner and Julia Koppich, "Negotiating What Matters Most: Collective Bargaining and Student Achievement," *American Journal of Education* 113, no. 3 (May 2007), 349–65; Jessica Levin, Jennifer Mulhern, and Joan Schunck, *Unintended Consequences: The Case for Reforming the Staffing Rules in Urban Teachers Union Contracts* (New York: The New Teacher Project, 2005); Marguerite Roza, *Frozen Assets: Rethinking Teacher Contracts Could Free Billions for School Reform* (Washington, DC: Education Sector, 2007); David T. Conley, *Who Governs Our Schools? Changing Roles and Responsibilities* (New York: Teachers College Press, 2003); The Education Partnership, *Teacher Contracts: Restoring the Balance* (Providence, RI: The Education Partnership, March 2005).

⁴ On the costs of collective bargaining and their uneven distribution, see Marguerite Roza, *Frozen Assets: Rethinking Teacher Contracts Could Free Billions for School Reform* (Washington, DC: Education Sector, 2007) and Paul T. Hill, "The Costs of Labor Policies and Related District Policies," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, Jane Hannaway and Andrew J. Rotherham, eds., (Cambridge, MA: Harvard Education Press, 2006), 89–110.

⁵ See, for instance, Frederick M. Hess and David Leal, "School House Politics: Expenditures, Interests, and Competition in School Board Elections" in *Besieged: School Boards and the Future of Education Politics*, William Howell, ed., (Washington, DC: Brookings Institution Press, 2005), 228–53; and Terry Moe, "Teachers Unions and School Board Elections," in *Besieged: School Boards and the Future of Education Politics*, William Howell, ed., (Washington, DC: Brookings Institution Press, 2005), 254–87.

⁶ The teacher unions are well aware of their influence. For instance, a 2007 primer for education journalists by the Hechinger Institute on Education and the Media notes, "In an internal report for the United Federation of Teachers in 2004, New York political consultant Scott Levenson examined turnout rates among city teachers from 1999 to 2003 and concluded what every politician in New York understood: The union was a 'political powerhouse,' with teacher turnout at the polls consistently higher than the general public's." The Hechinger Institute on Education and the Media, *From Contracts to Classrooms: Covering Teachers Unions* (New York: Columbia University, 2007), 5.

⁷ Dominic J. Brewer and Joanna Smith, "Evaluating the 'Crazy Quilt': Educational Governance in California" in *Getting Down to Facts*. (Stanford, CA: Institute for Research on Education Policy and Practice, 2007).

⁸ Joel Klein, in a speech to the Citizens Committee for Children, October 16, 2003, New York City.

⁹ Susan Moore Johnson, Morgaen L. Donaldson, Mindy Sick Munger, John P. Papay, and Emily Kalejs Qazilbash, *Leading the Local: Teachers Union Presidents Speak on Change, Challenges* (Washington, DC: Education Sector, June 2007).

¹⁰ The Hechinger Institute on Education and the Media, *From Contracts to Classrooms: Covering Teachers Unions* (New York: Columbia University, 2007), 1.

¹¹ Dale Ballou, *Teacher Contracts in Massachusetts* (Boston: The Pioneer Institute for Public Policy Research, June 2000); Frederick M. Hess and Andrew P. Kelly, "Scapegoat, Albatross, or What? The Status Quo in Teacher Collective Bargaining," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, Jane Hannaway and Andrew J. Rotherham, eds. (Cambridge, MA: Harvard Education Press, 2006) 53–88; Lora Cohen-Vogel and LaTara Osborne-Lampkin, "Allocating Quality: Collective Bargaining Agreements and Administrative Discretion Over Teacher Assignment," *Educational Administration Quarterly* 43, no. 4 (2007), 433–61.

¹² We were able to obtain responses for fifteen of the twenty-one states in question (forty of the fifty districts); Arizona, Hawaii, Illinois, Maryland, Nevada, and New Mexico did not provide the requested data after three follow-up e-mails and/or calls over a five-month period. Therefore, we can claim to have isolated state law for these 1,000 cases, rather than the full 1,250 cases that make up the data for all fifty districts. Still, as the above numbers indicate that less than 3 percent of the 1,000 cases were influenced by state law, we can be relatively confident that our grading for the remaining districts is not substantially skewed.

¹³ Susan Moore Johnson, "Paralysis or Possibility: What Do Teacher Unions and Collective Bargaining Bring?" in *Teacher Unions and Education Policy: Retrenchment or Reform?* Ronald D. Henderson, Wayne J. Urban, and Paul Wolman, eds. (Boston: Elsevier, 2004), 44.

¹⁴ Perhaps the classic iteration of the basic principles of management is Henri Fayol's

General and Industrial Management (Geneva: International Management Institute, 1929). More reader-friendly depictions of management precepts are provided in Peter Drucker's classic volumes, *Management: Tasks, Responsibilities, Practices* (New York: Harper and Row, 1974) and *The Practice of Management* (New York: Harper and Row, 1954).

¹⁵ Frederick M. Hess, *A License to Lead? A New Leadership Agenda for America's Schools* (Washington, DC: Progressive Policy Institute, 2003); Frederick M. Hess and Andrew P. Kelly, "Learning to Lead: What Gets Taught in Principal-Preparation Programs," *Teachers College Record* 109, no. 1 (2007), 244–74; Frederick M. Hess and Andrew P. Kelly, "An Innovative Look, a Recalcitrant Reality: The Politics of Principal Preparation Reform," *Education Policy* 19, no.1 (2005), 155–80.

¹⁶ Steven Adamowski, *The Autonomy Gap: Barriers to Effective School Leadership* (Washington, DC: Thomas B. Fordham Institute, 2007).

¹⁷ For discussions of collective bargaining considerations in charter schooling, see Robert A. Fox and Nina K. Buchanan, "Charter School Attitudes and Practices in States with Diverse Public Sector Bargaining Laws: Arizona, Hawaii, and Minnesota," *Journal of School Choice* 1, no. 1 (2006), 67–84; Martin H. Malin and Charles Taylor Kerchner, "Charter Schools and Collective Bargaining: Compatible Marriage or Illegitimate Relationship?" *Harvard Journal of Law and Public Policy* 30, no. 3 (2007), 885–937.

¹⁸ Frederick M. Hess and Martin R. West, *A Better Bargain: Overhauling Teacher Collective Bargaining for the 21st Century* (Cambridge, MA: Harvard University Program on Education Policy and Governance, 2006).

¹⁹ *2007/2008 U.S. Compensation Planning Report* (Philadelphia, PA: Mercer Human Resource Consulting, 2007).

²⁰ *Digest of Education Statistics 2006*, table 75 (Washington, DC: National Center for Education Statistics, 2007).

²¹ Christopher Swanson, "Teacher Salaries, Looking at Comparable Jobs," *Education Week: Quality Counts 2008* 27, no. 18 (January, 2008), 18.

²² Sean P. Corcoran, William N. Evans, and Robert S. Schwab, "Changing Labor Market Opportunities for Women and the Quality of Teachers, 1957–2000," *The American Economic Review* 94, no. 2 (May 2004), 230–5.

²³ Cassandra Guarino, Lucretia Santibanez, Glenn A. Daley, and Dominic J. Brewer, *A Review of the Research Literature on Teacher Recruitment and Retention* (Santa Monica, CA: Rand Corporation, 2004); Richard W. Ingersoll, "Is There a Shortage Among Mathematics and Science Teachers?" *Science Educator* 12, no. 1 (spring 2003), 1–9.

²⁴ Michael Podgursky, *The Single Salary Schedule for Teachers in K-12 Public Schools* (Houston, TX: Center for Reform of School Systems, 2002).

²⁵ Michael Podgursky, "Personal Policy in Traditional Public, Charter, and Private Schools," *NCSC Review* 1, no. 1 (2003), 10–13; Julie Kowal, Emily Ayscue Hassel, and Bryan C. Hassel, *Teacher Compensation in Charter and Public Schools: Snapshots and Lessons of District Public Schools* (Washington, DC: Center for American Progress, 2007).

²⁶ Gu Scott Reeder, "'Diplomacy' Undermines Teacher Evaluations," *Small Newspaper Group*, December 5, 2005. Available at <http://www.thehiddencostoftenure.com>.

²⁷ Public Agenda, *Stand by Me: What Teachers Really Think About Unions, Merit Pay and Other Professional Matters* (New York: Public Agenda, 2003), 24–25.

²⁸ William S. Koski and Eileen Hong, "Curbing or Facilitating Inequality? Law, Collective Bargaining, and Teacher Assignment Among Schools in California," in *Getting Down to Facts* (Stanford, CA: Institute for Research on Education Policy and Practice, 2007).

²⁹ Jessica Levin, Jennifer Mulhern, and Joan Schunck, *Unintended Consequences: The Case for Reforming the Staffing Rules in Urban Teachers Union Contracts* (New York: The New Teacher Project, 2005).

³⁰ Brian A. Jacob, "The Challengers of Staffing Urban Schools with Effective Teachers," *The Future of Children* 17, no. 1 (2007), 129–53; Edward Liu and Susan Moore Johnson, "New Teachers' Experiences of Hiring: Late, Rushed, and Information-Poor," *Educational Administration Quarterly* 42 (2006), 324–60.

³¹ Jessica Levin, Jennifer Mulhern, and Joan Schunck, *The Case for Reforming the Staffing Rules in Urban Teachers Union Contracts* (New York: The New Teacher Project, 2005), 5.

³² Susan Moore Johnson, "Paralysis or Possibility: What Do Teacher Unions and Collective Bargaining Bring?" in *Teacher Unions and Education Policy: Retrenchment or Reform?* Ronald D. Henderson, Wayne J. Urban, and Paul Wolman, eds. (Boston: Elsevier, 2004), 47.

³³ LaRae Munk, *Collective Bargaining: Bringing Education to the Table* (Midland, MI: Making Center for Public Policy, August 1998), 30.

³⁴ Scott Reeder, "Teacher Unions' Clout Keeps Tenure Strong," *Small Newspaper Group*, Springfield Bureau, January 18, 2006.

³⁵ Public Agenda, *Stand by Me: What Teachers Really Think About Unions, Merit Pay and Other Professional Matters* (New York: Public Agenda, 2003), 24.

³⁶ *Ibid.*, 21.

³⁷ *Ibid.*, 21.

³⁸ Richard M. Ingersoll, *Who Controls Teachers' Work? Power and Accountability in*

America's Schools (Cambridge, MA: Harvard University Press, 2003).

³⁹ Michael Podgursky, "Fringe Benefits," *Education Next* 3, no. 3 (summer 2003), 71-76.

⁴⁰ 2005–2006 student population data from the National Center for Education Statistics. Available at <http://nces.ed.gov/ccd/bat>.

⁴¹ Knowledgeable union leaders insist on the importance of studying contracts within their local and state context. As a high-ranking official from one of the national teacher unions explained, "You cannot read a contract in isolation from the policies of the school board, state law governing contracts or other sections of a collective bargaining agreement." Contractual silence on issues such as the salary schedule or faculty meetings, she explained, often indicate district policy and practice that has already been established as the norm—or topics that unions and management have bargained but not yet incorporated into the newest labor policy. A senior official at the other national teacher union cautioned, "The contract needs to be considered in the context of the relationships that exist in the district," and "if an issue is not addressed in the collective bargaining agreement, it's because ... it's most likely covered somewhere else (e.g., state law, school district policy, practice, etc.)."

⁴² The NCTQ database confirms that teacher tenure is a matter of state law in every state.

⁴³ By this method, we were able to obtain responses for fifteen of the twenty-one states in question; Arizona, Hawaii, Illinois, Maryland, Nevada, and New Mexico did not provide the requested data after three follow-up e-mails and/or calls over a five-month period.

⁴⁴ Excessed teachers are those who, typically because of declining enrollment or budget-induced layoffs, have lost their assignment and are seeking a new classroom or school.

⁴⁵ The relatively high degree of compression is not terribly surprising in light of previous research. A quarter-century ago, in one of the first systematic studies of collective bargaining agreements, political scientists Lorraine McDonnell and Anthony Pascal reported a "convergence of collective bargaining outcomes over time. As more and more school systems follow the lead of flagship districts," they explained, "there is less variation among individual contracts." Lorraine McDonnell and Anthony Pascal, *Organized Teachers in American Schools* (Santa Monica, CA: Rand Corporation, 1979), 31.

⁴⁶ Robert Bruno, "Union Building and Professionalism: The Chicago Teachers Union Campaign to Close the Educational Governance Gap," *Labor Studies Journal* 32, no. 2 (2007), 167–88.

⁴⁷ Peter Brimelow, *The Worm in the Apple: How Teacher Unions Are Destroying American Education* (New York: Harper Collins, 2004); Myron Lieberman, *The Teacher Unions: How the NEA and AFT Sabotage Reform and Hold Students, Parents, Teachers, and Taxpayers Hostage to Bureaucracy* (New York: The Free Press, 1997).

⁴⁸ E-mail correspondence between authors and Brad Jupp, Senior Academic Policy Advisor for Denver Public Schools, March 22, 2007 and January 8, 2008.

⁴⁹ Victor Lavy, "Using Performance-Based Pay to Improve the Quality of Teachers," *The Future of Children* 17, no. 1(2007), 87–109.

⁵⁰ Howard Risher and Charles H. Fay, *Managing for Better Performance: Enhancing Federal Performance Management Practices* (Washington, DC: IBM Center for the Business of Government, 2007).

⁵¹ David M. Herszenhorn, "Teachers May Give Ground on Grievances," *New York Times*, November 14, 2003, late edition, 1B.

⁵² The Education Partnership, *Teacher Contracts: Restoring the Balance, Volume III* (Providence, RI: The Education Partnership, 2007).

⁵³ For a more extensive discussion on this count, see Frederick M. Hess and Martin R. West, "Strike Phobia," *Education Next* 6, no. 3 (summer 2006), 38-48.

Albuquerque Public Schools (NM)

GPA: 1.44

Rank: 41st place out of 50

*Document Examined: Collective bargaining agreement, August 15, 2007 – July 31, 2008**

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 man-

age 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. Albuquerque'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: 1.44 (41st place out of 50)

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

Albuquerque receives a disappointing Restrictive rating for its 1.44 GPA, ranking forty-first among the fifty districts studied. The district received three Fs and no grade above a C+.

Compensation: C (52nd percentile)

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

Albuquerque's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or college, but not for working in a subject-related profession. The agreement is silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. The contract does allow schools to reward teachers of shortage subjects, though it limits the number of subjects for which such rewards are permissible.

Personnel Policies: D+ (35th percentile)

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

Albuquerque's bargaining agreement is silent on whether

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

school leaders may factor student performance, including test scores, into teacher evaluations. The contract bars school leaders from retaining an outstanding young teacher over one with greater seniority during layoffs, giving it an F for that component. The agreement is silent on whether school leaders must give internal job applicants priority over new hires for vacant positions; whether transferring teachers may “bump” less senior teachers from their jobs; and whether school leaders must select the most junior teacher in a certification area if transfers are necessary. Tenure rules in Albuquerque, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (35th percentile)

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

Albuquerque’s contract receives an F for requiring schools to give teachers stipends for professional development activities outside the scheduled workday. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers. The contract also receives low marks for capping the length of faculty meetings at two hours; it is unclear on whether time at such meetings must be allotted to union matters. The agreement receives a second F in this category for requiring school leaders to grant teachers leave to attend union activities.

Conclusion

Albuquerque’s bargaining agreement gives school leaders relatively little freedom to manage their schools in a professional manner, garnering three Fs and no As or Bs among the eleven components on which it was graded. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Albuquerque 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 allows this for some forms of experience and bars it for others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools. (The bargaining agreement is silent on this issue.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement bars this practice.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement is silent on all three indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
9. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
10. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Anne Arundel County Public Schools (Annapolis, MD)

GPA: 2.28

Rank: 7th place out of 50

*Document Examined: Collective bargaining agreement,
July 1, 2006 – June 30, 2009**

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 man-

age 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. Anne Arundel County'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: 2.28 (7th place out of 50)

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

Anne Arundel County receives a Somewhat Flexible rating for its 2.28 GPA, ranking seventh among the fifty districts studied—and first among the five Maryland districts examined here. The district received the top score among all districts in the Compensation category, but its marks drop to middling and then poor in the Personnel Policies and Work Rules categories.

Compensation: A- (Top score)

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

Anne Arundel's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but it is silent on whether they may do so based on college-teaching experience. The contract gets high marks for allowing schools to reward teachers on the basis of performance, for teaching in high-needs schools, and for teaching shortage subjects. It receives a B+ instead of an A on this final indicator only because it excludes English as a second language as a subject for which teachers can receive extra pay.

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

Personnel Policies: C (65th percentile)

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

Anne Arundel's bargaining agreement is silent on whether student performance, in general, may be factored into teacher evaluations, though it does allow school leaders to consider student test scores when evaluating instructors. The agreement is also silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. With regard to transfers, the contract allows school leaders to consider internal job applicants and potential new hires on an equal footing, and is silent on whether transferring teachers may "bump" less senior teachers from their jobs and whether school leaders must choose the most junior teacher in a certification area if transfers are necessary. The district reported to NCTQ, however, that senior teachers do have bumping rights in practice, dropping its grade to a C for that component. Tenure rules in Anne Arundel County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (35th percentile)

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

Anne Arundel's contract performs dismally in this category, receiving Fs for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and for mandating leave for teachers to attend union activities. The bargaining agreement also caps the length of faculty meetings at two and a half hours per week. The district receives a C, its highest grade in this category, for its silence on whether school leaders may subcontract operations to nonunion workers.

Conclusion

Anne Arundel County provides considerable flexibility for its school leaders with respect to teacher compensation, but less in other areas. The district's policies with respect to work rules are particularly constraining. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Anne Arundel County 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 allows this for some forms but is silent on others.)
2. consider student performance, in general, when evaluating teachers. (The bargaining agreement is silent on this issue.)
3. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, the bargaining agreement frees school leaders from seniority considerations on one and is silent on two.)
5. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

6. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
7. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
8. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Austin Independent School District (TX)

GPA: 2.57

Rank: 2nd place out of 50

*Documents Examined: Board policies
(Collective bargaining is illegal in Texas)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Austin'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: 2.57 (2nd place out of 50)

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

Austin lands a Flexible rating, the second-highest possible, for its 2.57 GPA, ranking second among the fifty districts studied—and first among the six Texas districts examined here. The district earned the top score in Personnel Policies and the second-highest in Work Rules. Its disappointing D+ in the Compensation category, however, substantially lowers its overall score.

Compensation: D+ (33rd percentile)

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

Austin board policy is silent on whether schools may raise starting teacher salaries based on previous experience teaching in a private school or college or working in a subject-related profession. The district reported to NCTQ, however, that this is permissible for teachers who worked in a private school or college, giving Austin a B+ for that component. Board policy also allows schools to reward teachers of shortage subjects, though because it only identifies opportunities for extra pay in two of the four subjects examined (math and special edu-

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

cation, but not science or English as a second language), it earns a B for that component. Austin receives two Fs in this category, barring schools from rewarding teachers on the basis of performance or for teaching in high-needs schools.

Personnel Policies: B+ (tied with Chicago for first place)

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

Austin ties with Chicago for top honors in this category. Its evaluation policies are stellar; schools are permitted to factor student performance, including test scores, into teacher evaluations. In addition, Austin is one of only two districts in this study to grant school leaders the right to retain an outstanding young teacher over one with greater seniority during layoffs. (The other is Chicago.) On the issue of transfers, Austin's record is mixed. Board policy gives school leaders the flexibility to consider new hires on an equal footing with internal applicants for vacant positions, but it also requires that school leaders choose the most junior teacher in a certification area when transfers are necessary. Board policy is silent on whether a transferring teacher can "bump" a less senior teacher from his or her job. All in all, the district gets a C for the Transfers component. Tenure rules in Austin, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: B- (94th percentile)

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

Austin board policy is silent on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday and on whether school leaders may subcontract school operations to nonunion workers. Board policy is also silent with regard to faculty meetings, but the district receives a B because it reported to NCTQ that the length of faculty meetings is not capped. The district earns an A for giving principals the flexibility to craft their own policies with respect to teacher leave.

Conclusion

Austin is the second most principal-friendly environment in this study, a district where school leaders have substantial ability to assemble and lead strong teams. On the other hand, the fact that Austin ranks so highly among all districts in this study while bringing home a report card that features five component grades of C or lower shows just how unimpressive even "flexible" districts really are when it comes to empowering school leaders in key domains. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Austin Board of Trustees should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. reward teachers on the basis of performance and for teaching in high-needs schools. (Board policy bars these practices.)
3. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy requires school leaders to consider seniority on one, grants them flexibility on one, and is silent on one.)
4. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in Texas, 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.

Baltimore City Public School System (MD)*

GPA: 2.18

Rank: 8th place out of 50

Document Examined: Collective bargaining agreement, 2005 – 2007†

Data from the NCTQ database were drawn from Baltimore City's 2005 – 2007 bargaining agreement. The authors have confirmed that a new contract was approved in November 2007. 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 con-

fer 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.

Baltimore City'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: 2.18 (8th place out of 50)

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

Baltimore City receives a Somewhat Flexible rating for its 2.18 GPA, ranking eighth among the fifty districts studied—and second among the five Maryland districts examined here. The district receives one F in each of the three major categories, dragging down otherwise decent scores.

Compensation: B- (76th percentile)

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

Baltimore City's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so based on college-teaching experience. The district's contract gets high marks for allowing schools to reward teachers in high-needs schools and in shortage subjects (though it receives a B+ instead of an A on for excluding English as a second language as a subject for which teachers can receive extra pay). It receives an F, however, for barring school leaders from paying teachers extra on the basis of performance.

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

Personnel Policies: C- (53rd percentile)

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

Baltimore City's bargaining agreement allows school leaders to factor student performance, in general, into teacher evaluations, but bars them from considering test scores in particular. The agreement is silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. The contract is also silent on whether internal job applicants must be given priority over new hires for vacant positions and on whether transferring teachers may "bump" less senior teachers from their jobs. However, the district reported to NCTQ that teachers do have bumping rights in practice, which, along with a requirement that school leaders select the most junior teacher in a certification area when transfers are necessary, drops it to an F for this component. Tenure rules in Baltimore City, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Baltimore City's bargaining agreement is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday and whether schools must provide leave for teachers to attend union activities. The contract receives an A for granting school leaders the right to subcontract operations to nonunion workers. It gets an F, however, for capping faculty meetings at one hour and requiring that time at faculty meetings be allotted for union matters.

Conclusion

Baltimore City shows promise in the Compensation category but is hampered by its F on the Performance Pay component. In the other two categories the district has ample room for improvement, with only two component grades above C. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Baltimore City Board of School Commissioners 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement bars this practice.)
3. consider student test scores when evaluating teachers. (The bargaining agreement bars this practice.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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 is silent on two.)

In addition, the board should amend provisions that:

6. cap the time allowed for faculty meetings and that require time at faculty meetings to be allotted to union matters. (While long meetings are not necessarily preferable, principals should have some discretion.)

* Readers are cautioned not to confuse the Baltimore City Public School System with Baltimore County Public Schools. This study looks at both districts.

† 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.

Baltimore County Public Schools (MD)*

GPA: 1.86

Rank: 22nd place out of 50 (tied with Chicago)

Document Examined: Collective bargaining agreement, 2003 – 2007†

Data from the NCTQ database were drawn from Baltimore County's 2003 – 2007 bargaining agreement. The authors have confirmed that a new contract was approved in November 2007. 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. Baltimore County'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: 1.86
(22nd place out of 50—tied with Chicago)**

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

Baltimore County receives a disappointing Somewhat Restrictive rating for its 1.86 GPA, ranking twenty-second among the fifty districts studied—and fourth among the five Maryland districts examined here, trailing even neighboring Baltimore City. The district receives no component grades above C+, leaving ample room for improvement.

Compensation: D+ (33rd percentile)

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

Baltimore County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so based on prior experience teaching college or working in a subject-related profession. The agreement is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. It receives an F for barring school leaders from rewarding teachers of shortage subjects.

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

Personnel Policies: C + (71st percentile)

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

Baltimore County's bargaining agreement is silent on whether school leaders may factor student performance, in general, into teacher evaluations, though it grants them the right to consider student test scores in particular. The agreement is also silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; whether internal job applicants must be given priority over new hires for vacant positions; and whether transferring teachers may "bump" less senior teachers from their jobs. The contract does, however, free school leaders from considering seniority when forced to transfer teachers. Tenure rules in Baltimore County as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D + (65th percentile)

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

Baltimore County's contract receives an F for requiring schools to give teachers salary credit for professional development activities outside the scheduled workday. The agreement is silent on whether school leaders may subcontract operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted for union matters; and whether schools must provide leave for teachers to attend union activities.

Conclusion

Baltimore County's bargaining agreement allows school leaders some latitude when it comes to making personnel decisions, but in other areas it is quite restrictive. Overall, the district earns a disappointing two Fs and no As or Bs. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Baltimore County 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 allows this for some forms but is silent on others.)
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 is silent on the former and bars the latter.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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 is silent on two and grants school leaders flexibility on one.)
6. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

7. mandate that teachers be given salary credit for professional development activities outside the scheduled workday.

* Readers are cautioned not to confuse the Baltimore County Public Schools with the Baltimore City Public School System. This study looks at both districts.

† 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.

Brevard County Public Schools (Cape Canaveral, FL)

GPA: 1.54

Rank: 39th place out of 50

*Document Examined: Collective bargaining agreement, 2005 – 2006**

Data from the NCTQ database were drawn from Brevard County's 2005 – 2006 bargaining agreement. The authors have confirmed that a new contract was approved in November 2007. 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. Brevard County'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: 1.54 (39th place out of 50)

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

Brevard County receives a disappointing Restrictive rating for its 1.54 GPA, ranking thirty-ninth among the fifty districts studied—and eighth among the nine Florida districts examined here. The district receives three Fs and only one grade above a C+.

Compensation: C (48th percentile)

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

Brevard County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience working in a subject-related profession, but is silent or unclear on whether they may consider experience teaching in a private school or college. The contract allows

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

schools to reward teachers on the basis of performance, though it limits the size of such rewards. The bargaining agreement is silent on whether schools may reward teachers in high-needs schools, and bars them from rewarding teachers of shortage subjects.

Personnel Policies: D (29th percentile)

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

Brevard County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations. The contract bars school leaders from retaining an outstanding young teacher over one with greater seniority during layoffs, giving it an F for that component. It also receives low marks for requiring that internal job applicants be given priority over new hires for vacant positions. The bargaining agreement is silent on whether school leaders must select the most junior teacher in a certification area if transfers are necessary and whether transferring teachers may "bump" less senior teachers from their jobs. Tenure rules in Brevard County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D + (65th percentile)

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

Brevard County's bargaining agreement is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; and whether time at such meetings must be allotted to union matters. The contract receives one F in this category, however, for requiring school leaders to grant teachers leave to attend union activities.

Conclusion

Brevard County's bargaining agreement gives school leaders relatively little freedom to manage their schools in a professional manner, garnering three Fs and only one grade above a C+ among the eleven components on which it was graded. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Brevard County School Board 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 allows this for some forms of experience but is silent or unclear on others.)
2. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement bars 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 is silent on two.)
6. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

7. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Broward County School District (Ft. Lauderdale, FL)

GPA: 1.87

Rank: 21st place out of 50

*Document Examined: Collective bargaining agreement, July 1, 2006 – August 15, 2007**

Data from the NCTQ database were drawn from Broward County's July 1, 2006 – August 15, 2007 bargaining agreement. The authors have confirmed that a new contract was approved in November 2007. 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. Broward County'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: 1.87 (21st place out of 50)

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

Broward County receives a disappointing Somewhat Restrictive rating for its 1.87 GPA, ranking twenty-first among the fifty districts studied—and fifth among the nine Florida districts examined here. The district grants school leaders substantial flexibility regarding teacher compensation, although the one F it receives in that category hurts its grade. It does less well in Personnel Policies and Work Rules.

Compensation: C+ (71st percentile)

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

Broward County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or college or working

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

in a subject-related field. It also allows schools to reward teachers on the basis of performance and for teaching in high-needs schools, though it limits the amount they may pay. The contract receives one F in this category for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: C (65th percentile)

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

Broward County's contract grants school leaders the right to factor student performance, including test scores, into teacher evaluations. It is silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority and whether transferring teachers may "bump" less senior teachers from their jobs. The contract gets low marks for requiring school leaders to choose the most junior teacher in a certification area if transfers are necessary and for requiring internal job applicants to be given priority over new hires for vacant positions. Tenure rules in Broward County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component

Work Rules: D- (29th percentile)

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

Broward County's bargaining agreement receives an F for requiring schools to give teachers stipends for professional development activities outside the scheduled workday. The agreement is silent on whether school leaders may subcontract school operations to nonunion workers and whether the length of faculty meetings is capped. It does, however, require time at faculty meetings to be allotted to union matters, dropping it to a D for that component. The contract receives an F for requiring school leaders to grant teachers leave to attend union activities.

Conclusion

Broward County provides some flexibility for its school leaders in a few areas but very little in others. Apart from its three high marks in the Compensation category, there is substantial room for improvement across the board. To better equip its school leaders with the flexibility they need to manage their schools effectively, the School Board of Broward County should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
2. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
3. 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 two and is silent on one.)
4. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

5. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
6. require time at faculty meetings to be allotted for union matters.
7. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Charlotte-Mecklenburg Schools (NC)

GPA: 2.14

Rank: 9th place out of 50

*Documents Examined: Board policies (Collective bargaining is illegal in North Carolina)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Charlotte-Mecklenburg'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: 2.14 (9th place out of 50)

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

Charlotte-Mecklenburg lands a Somewhat Flexible rating for its 2.14 GPA, ranking ninth among the fifty districts studied—and second among the three North Carolina districts examined here. The district earns the second-highest score in the Compensation category, behind only Anne Arundel County, but performs less strongly in the other two.

Compensation: B+ (95th percentile)

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

Charlotte-Mecklenburg earns the second-highest score among all districts in this category. Board policy is silent on whether schools may raise starting teacher salaries based on previous experience teaching in a private school or college or working in a subject-related field. Board policy does, however, allow schools to reward teachers on the basis of performance, for teaching in high-needs schools, and for teaching shortage subjects.

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

Personnel Policies: D+ (41st percentile)

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

Board policy in Charlotte-Mecklenburg is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations; whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; and whether transferring teachers may “bump” less senior teachers from their jobs. The district fares poorly on the other indicators making up the Transfers component, as board policy require schools to give internal job applicants priority over new hires for vacant positions and to select the most junior teacher in a certification area when transfers are necessary. Tenure rules in Charlotte-Mecklenburg, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Board policy is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; and whether time at such meetings must be allotted to union matters. It receives one F in this category, however, for requiring schools to grant teachers leave for union activities.

Conclusion

Board policy in Charlotte-Mecklenburg is stellar when it comes to teacher compensation but provides school leaders with less latitude to make decisions regarding personnel and work rules. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Charlotte-Mecklenburg Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
3. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
4. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy requires school leaders to consider seniority on two and is silent on one.)
5. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

In addition, the board should amend provisions that:

6. allow classroom teachers to miss instructional time in order to attend union activities.

* 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, as in North Carolina, 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.

City of Chicago School District (IL)

GPA: 1.86

Rank: 22nd place out of 50
(tied with Baltimore County)

*Document Examined: Collective bargaining agreement, July 1, 2003 – June 30, 2007**

Data from the NCTQ database were drawn from Chicago's July 1, 2003 – June 30, 2007 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. Chicago'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: 1.86 (22nd place out of 50—tied with Baltimore County)

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

Chicago receives a disappointing Somewhat Restrictive rating for its 1.86 GPA, ranking twenty-second among the fifty districts studied. As shown below, Chicago's report card contains a striking disparity, tying for first place in one category and last place in another.

Compensation: F (tied with Cleveland 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 Cleveland, Chicago received the worst score of all districts in this study in the Compensation category. The district's contract bars schools from rewarding teachers in high-needs schools or in shortage subjects. Though Chicago's bargaining agreement is silent on whether schools can reward teachers on the basis of performance, the district reported to NCTQ that this is barred in practice, giving the district an F

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	B +
5. Tenure	N/A
6. Evaluation.	B+
7. Layoffs	A
8. Transfers	C+
Work Rules	C-
9. Professional Development	F
10. Subcontracting Operations†	C
11. Faculty Meetings	B
12. Teacher Leave	C

for than indicator, as well. The contract does receive a C for allowing school leaders to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related field. Still, a teacher new to the district can qualify for only the third step out of thirteen on the district's salary scale, which further lowered its score.

Personnel Policies: B+ (tied with Austin for first place)

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

Chicago turns 180 degrees in this category, tying Austin for the top score. Chicago's bargaining agreement allows school leaders to consider student performance, including test scores, when evaluating tenured teachers, though it is silent on whether the practice is permissible for nontenured teachers. The contract also grants school leaders the right to retain an outstanding young teacher over one with greater seniority during layoffs. On the question of transfers, the agreement gives school leaders the flexibility to consider new hires on an equal footing with internal applicants for vacant positions and does not allow transferring teachers to "bump" less senior teachers from their jobs. It does, however, require school leaders to choose the most junior teacher in a certification area if transfers are necessary, dropping its grade for that indicator to a C+. Tenure rules in Chicago, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C- (71st percentile)

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

Chicago's contract receives an F for requiring schools to give teachers salary credit and/or stipends for professional development activities outside the scheduled workday. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers; whether they must grant teachers leave to attend union activities; and whether the length of faculty meetings is capped. However, it does grant school leaders the right to decide whether to devote time at such meetings to union matters, earning it a B for that component.

Conclusion

Chicago provides school leaders with substantial flexibility when it comes to making personnel decisions, but very little when it comes to issues of teacher compensation. Moving forward, the district would do well to give school leaders the same level of discretion in other areas as they do when it comes to personnel policies. To better equip its school leaders with the flexibility they need to manage their schools effectively, the mayor and the Chicago 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement bars these practices.)
4. consider student performance when evaluating nontenured teachers. (The bargaining agreement is silent on this issue.)
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 two.)
6. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

7. mandate that teachers be given salary credit and/or stipends for professional development activities outside the scheduled workday.

* 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.

Clark County Public Schools (Las Vegas, NV)

GPA: 2.04

Rank: 13th place out of 50

*Document Examined: Collective bargaining agreement, 2005 – 2009**

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 man-

age 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. Clark County'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: 2.04 (13th place out of 50)

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

Clark County receives a Somewhat Flexible rating for its 2.04 GPA, ranking thirteenth among the fifty districts studied. Of the eleven indicators on which the district was graded, it received eight Cs, six of which indicate silence on the provisions in question.

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

Compensation: C + (71st percentile)

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

Clark County's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but not at the college level, and is silent on whether they may do so based on previous experience working in a subject-related field. The agreement is also silent on whether schools may reward teachers on the basis of performance. Clark County's contract does allow schools to reward teachers who work in high-needs schools and in shortage subjects, though it is silent regarding the subjects for which this provision applies.

Personnel Policies: C (59th percentile)

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

Clark County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations and whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. The contract is marked down for requiring that internal job applicants be given priority over new hires for vacant positions, but gets high marks for barring transferring teachers from "bumping" less senior teachers from their jobs. It is silent on whether school leaders must choose the most junior teacher in a certification area if transfers are necessary. Tenure rules in Clark County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Clark County's bargaining agreement is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract operations to nonunion workers; whether the length of faculty meetings is capped; and whether time at such meetings must be allotted to union matters. The district receives one F in this category, however, for requiring schools to provide leave for teachers to attend union activities.

Conclusion

Clark County's contract lands in the middle ground, with nine of its eleven component grades falling in the C range, most often due to its silence on the provisions in question. Still, there is plenty of room for improvement. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Clark County Board of School Trustees 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 allows this for experience teaching in a private school, bars it for experience teaching at the college level, and is silent regarding experience in a subject-related profession.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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, grants them flexibility on one, and is silent on one.)

In addition, the board should amend provisions that:

6. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

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.

Cobb County Public Schools (Atlanta, GA)

GPA: 2.11

Rank: 10th place out of 50
(tied with Montgomery County)

*Documents Examined: Board policies (Collective bargaining is not practiced in Georgia)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Cobb County'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: 2.11 (10th place out of 50—tied with Montgomery County)

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

Cobb County receives a Somewhat Flexible rating for its 2.11 GPA, ranking tenth among the fifty districts studied—and first among the four Georgia districts examined here. The district does not score especially well in any one category but earns a relatively high average score by avoiding major pitfalls in any one area.

Compensation: C- (43rd percentile)

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

Board policy in Cobb County gives schools the flexibility to raise starting teacher salaries based on previous experience working in a subject-related profession, but is silent on whether they may do so based on experience teaching in a private school or college. It is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. Cobb County's board policies receives one F in this category for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: C + (71st percentile)

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

Cobb County's teacher evaluation policies are stellar, allowing school leaders to consider student performance, including test scores, when evaluating teachers. Board policy is silent on whether school leaders must consider seniority when layoffs are necessary; whether internal applicants must be given priority over new hires for vacant positions; and whether transferring teachers may "bump" less senior teachers from their jobs. It does, however, require school leaders to select the most junior teacher in a certification area if transfers are necessary, dropping the district's grade for that indicator to a D+. Tenure rules in Cobb County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Cobb County board policy receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Cobb County offers school leaders more flexibility than many districts in this study. Still, it is disheartening that Cobb ranks among the top ten districts in this study when it brings home a report card that features nine component grades of C or lower; it shows just how unimpressive even the top districts really are when it comes to empowering school leaders in key domains. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Cobb County Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy allows this for some forms of experience and is silent on others.)
2. reward teachers on the basis of performance. (Board policy is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy is silent on the former and bars the latter.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy requires school leaders to consider seniority on one and is silent on two.)
6. subcontract school operations. (Board policy is silent on this issue.)

* 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 explicitly illegal or otherwise not practiced, as in Georgia, 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.

Cypress-Fairbanks Independent School District (Houston, TX)

GPA: 1.99

Rank: 14th place out of 50

*Documents Examined: Board policies (Collective bargaining is illegal in Texas)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Cypress-Fairbanks'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: 1.99 (14th place out of 50)

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

Cypress-Fairbanks receives a Somewhat Restrictive rating for its 1.99 GPA, ranking fourteenth among the fifty districts studied—and fifth among the six Texas districts examined here. Not particularly strong in any one category, the district is a candidate for all-around improvement when it comes time for the Board of Education to update its policies.

Compensation: C (57th percentile)

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

Cypress-Fairbanks board policy gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so based on experience teaching in college or working in a subject-related field. Board policy is also silent on whether schools can reward teachers on the basis of performance or for teaching in high-needs schools. It does permit school leaders to reward teachers of shortage subjects, but because it only identifies opportunities for extra pay in one of the four subjects examined, it receives a C+ for that component.

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

Personnel Policies: C (65th percentile)

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

Board policy in Cypress-Fairbanks allows schools to factor student performance, in general, into teacher evaluations, though it is silent on whether they can consider test scores in particular. Board policy is also silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs; whether transferring teachers may “bump” less senior teachers from their jobs; and whether schools must select the most junior teacher in a certification area if transfers are necessary. Board policy requires that internal job applicants be given priority over new hires for vacant positions, which hurts the district’s grade. Tenure rules in Cypress-Fairbanks, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Board policy in Cypress-Fairbanks garners Cs for most of the components in this category, primarily due to its silence in key areas. It is silent on whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities. Board policy receives one F in this category, however, for mandating that teachers be given stipends for professional development activities outside the scheduled workday.

Conclusion

Apart from its teacher evaluation policies, board policy in Cypress-Fairbanks guarantees schools leaders little flexibility. Indeed, its middling scores in all three categories testify to the need for greater protection of managerial authority. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Cypress-Fairbanks Board of Trustees should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy allows this practice for some forms of experience but is silent on others.)
2. reward teachers on the basis of performance. (Board policy is silent on this issue.)
3. reward teachers in high-needs schools. (Board policy is silent on this issue.)
4. consider student test scores during teacher evaluations. (Board policy is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy requires school leaders to consider seniority on one and is silent on two.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in Texas, 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.

Dallas Independent School District (TX)

GPA: 2.50

Rank: 4th place out of 50
(tied with Fairfax County)

*Documents Examined: Board policies (Collective bargaining is illegal in Texas)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Dallas'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: 2.50

(4th place out of 50—tied with Fairfax County)

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

Dallas lands a Flexible rating, the second-highest possible, for its 2.50 GPA, ranking fourth among the fifty districts studied—and third among the six Texas districts examined here. The district's board policies' silence on several key indicators earned it seven Cs, but it also earned two As, bumping up its overall score.

Compensation: C+ (71st percentile)

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

Dallas board policy allows schools to raise the starting salaries of teachers with previous experience teaching in a private school, but is silent on whether they can do so for teachers with experience teaching college or working in a subject-related profession. Board policy is also silent on whether teachers can be rewarded on the basis of performance or for teaching in high-needs schools. Dallas receives one of its two As for allowing teachers to earn extra pay for teaching all four shortage subjects examined in the study.

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

Personnel Policies: B- (82nd percentile)

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

Dallas's evaluation policies are stellar; board policy allows schools to factor student performance, including test scores, into teacher evaluations. Board policy is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs, receiving a C for that component. On the issue of transfers, the record is mixed. Board policy gives school leaders the right to consider new hires on an equal footing with internal applicants, and it bars transferring teachers from "bumping" less senior teachers from their jobs. It does, however, require the district to choose the most junior teacher in a certification area when transferring is necessary, bringing its overall grade for that component down to a C+. Tenure rules in Dallas, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Dallas board policy receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Dallas is a district where school leaders have some flexibility to assemble and lead strong teams, but its relatively quiet board policies could go further in securing for school leaders the freedoms they need to manage their schools effectively. To better equip its school leaders with such flexibility, the Dallas Board of Trustees should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all types of relevant previous experience. (Board policy allows this form some forms and is silent on others.)
2. reward teachers on the basis of performance and for teaching in high-needs schools. (Board policy is silent on these issues.)
3. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
4. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy requires school leaders to consider seniority on one and grants them flexibility on two.)
5. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in Texas, 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.

DeKalb County Public Schools (Atlanta, GA)

GPA: 1.71

Rank: 31st place out of 50
(tied with Milwaukee and Philadelphia)

*Documents Examined: Board policies (Collective bargaining is not practiced in Georgia)**

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,

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 gen-

erally means the agreement (or, as in this case, district policy) 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.

DeKalb County'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: 1.71 (31st place out of 50—tied with Milwaukee and Philadelphia)

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

DeKalb County receives a disappointing Somewhat Restrictive rating for its 1.71 GPA, ranking thirty-first among the fifty districts studied—and last among the four Georgia districts examined here. The district receives eight Cs (and a C+) and two Fs, providing ample opportunity for the Board of Education to improve its policies.

Compensation: D+ (33rd percentile)

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

Board policy in DeKalb County allows schools to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related field, but is silent on whether they may do so based on college-teaching experience. It is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. The district receives an F for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: C (59th percentile)

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

DeKalb County board policy is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations; whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; whether transferring teachers may “bump” less senior teachers from their jobs; and whether school leaders must select the most the most junior teacher in a certification area when transfers are necessary. The district reported to NCTQ, however, that in practice the most junior teacher in a certification area must be selected for transfer first, dropping its grade for that component. On the plus side, board policy gives school leaders the flexibility to consider new hires on an equal footing with internal applicants for vacant positions. Tenure rules in DeKalb County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D + (65th percentile)

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

Board policy in DeKalb County requires school leaders to give teachers stipends for professional development activities outside the scheduled workday, earning an F for that indicator. Board policy is silent on whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Although its silence on most of the components on which it was graded is certainly preferable to outright restrictions, DeKalb County board policy could go much further to secure managerial flexibility for its school leaders. The DeKalb County Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (Board policy is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy frees school leaders from considering seniority on one and is silent on two.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given stipends for professional development activities outside the scheduled workday.

* 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 explicitly illegal or otherwise not practiced, as in Georgia, 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.

Denver Public Schools (CO)

GPA: 1.77

Rank: 26th place out of 50
(tied with Fort Worth)

*Document Examined: Collective bargaining agreement, September 1, 2005 – August 31, 2008**

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 man-

age 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. Denver'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: 1.77

(26th place out of 50—tied with Fort Worth)

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

Denver receives a disappointing Somewhat Restrictive rating for its 1.77 GPA, ranking twenty-sixth among the fifty districts studied. Denver's report card shows a steady decline across the three categories, going from a B- for Compensation to a D+ for Personnel Policies to a dismal D- for Work Rules.

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

Compensation: B- (86th percentile)

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

Denver's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so based on experience teaching college or working in a subject-related field. The district permits schools to reward teachers on the basis of performance and for teaching in high-needs schools but is unclear on whether they may reward teachers of shortage subjects.

Personnel Policies: D+ (41st percentile)

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

Denver's agreement is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers and whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. Denver's contract loses points for requiring school leaders to give internal job applicants priority over new hires for vacant positions, and for allowing transferring teachers to "bump" less senior teachers from their jobs. The agreement is silent on whether school leaders must transfer the most junior teacher in a certification area if transfers are necessary. Tenure rules in Denver, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (29th percentile)

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

Denver's contract receives an F for requiring schools to give teachers stipends for professional development activities outside the scheduled workday. It is silent on whether school leaders may subcontract school operations to nonunion workers and on whether time at faculty meetings must be devoted to union matters, though it does cap the length of such meetings at a meager thirty minutes per week. The agreement also requires school leaders to grant teachers leave to attend union activities, earning it a second F in this category.

Conclusion

Denver's bargaining agreement is relatively flexible on teacher compensation, but the district does not receive a grade above a C in the other two categories, suggesting that school leaders enjoy few real guarantees of flexibility in these areas. To better equip its school leaders with the authority they need to manage their schools effectively, the Denver 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 allows this for some forms but is silent on others.)
2. reward teachers of shortage subjects. (The bargaining agreement is unclear on whether this practice is permissible.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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 two and is silent on one.)
6. subcontract (i.e., outsource) certain 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. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Detroit Public Schools (MI)

GPA: 1.68

Rank: 34th place out of 50
(Tied with Los Angeles)

*Document Examined: Collective bargaining agreement, 2005 – 2006**

Data from the NCTQ database were drawn from Detroit's 2005 – 2006 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. Detroit'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: 1.68 (34th place out of 50—tied with Los Angeles)

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

Detroit receives a disappointing Somewhat Restrictive rating for its 1.68 GPA, ranking thirty-fourth among the fifty districts studied. The district scores relatively well in the Compensation category but falters in the other two areas. Its D- in the Work Rules category is especially disappointing.

Compensation: C+ (67th percentile)

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

Detroit's bargaining agreement allows schools to raise starting teacher salaries for previous experience teaching in a private school or working in a subject-related field, but is silent on whether they may do so based on college-teaching experi-

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

ence. The contract does allow schools to reward teachers on the basis of performance, though its agreement is silent on the permissible size of such rewards. Detroit's contract also allows schools to reward teachers of shortage subjects, though it is silent regarding the subjects for which this is permissible. It is also silent on whether schools may reward teachers in high-needs schools.

Personnel Policies: C- (53rd percentile)

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

Detroit's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations; whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs; whether internal job applicants must be given priority over new hires for vacant positions; and whether schools must select the most junior teacher in a certification area if transfers are necessary. It does, however, allow transferring teachers to "bump" less senior teachers from their jobs, dropping its grade for that component to a D+. Tenure rules in Detroit, as in most places, are governed by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (29th percentile)

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

Detroit's contract receives Fs for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and for requiring school leaders to grant teachers leave to attend union activities. The agreement is silent on whether school leaders may subcontract school operations to nonunion workers and whether time at faculty meetings must be allotted to union matters, though it does cap the length of such meetings at one hour, dropping its grade to a D for that component.

Conclusion

Detroit's bargaining agreement is relatively flexible on teacher compensation, but the district does not receive a grade above a C in the other two categories, suggesting that school leaders enjoy few guarantees of real flexibility in those areas. To better equip its school leaders with the authority they need to manage their schools effectively, the Detroit 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 allows this for some forms but is silent on others.)
2. reward teachers in high-needs schools. (The bargaining agreement is silent on this issue.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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 is silent on two.)
6. subcontract (i.e., outsource) certain 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 length of faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Duval County School District (Jacksonville, FL)

GPA: 1.92

Rank: 19th place out of 50

*Document Examined: Collective bargaining agreement, 2005 – 2008**

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 man-

age 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. Duval County'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: 1.92 (19th place out of 50)

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

Duval County receives a disappointing Somewhat Restrictive rating for its 1.92 GPA, ranking nineteenth among the fifty districts studied—and fourth among the nine Florida districts examined here. The district grants school leaders a fair amount of discretion in making compensation decisions, although the one F it receives in that category hurts its grade. In the other two categories there is much room for improvement.

Compensation: C+ (71st percentile)

The Compensation grade combines four components: Credit for Previous Experience, Performance Pay, Hardship Pay for High-Needs Schools, and Extra Pay for Shortage Subjects. time at such meetings must be allotted to union matters.

Duval County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related field, but is silent on whether they may do so based on college-teaching experience. The contract also allows schools to reward teachers on the basis of performance and for teaching in high-needs schools. It receives one F in this category, however, for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: C (59th percentile)

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

Duval County's bargaining agreement is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers; whether they may retain an outstanding young teacher over one with greater seniority during layoffs; and whether they must choose the most junior teacher in a certification area if transfers are necessary. The contract loses points for requiring that internal job applicants be given priority over new hires for vacant positions, though it partially redeems itself by barring transferring teachers from "bumping" less senior teachers from their jobs. Tenure rules in Duval County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D (47th percentile)

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

Duval County's contract receives Fs for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and for requiring them to grant teachers leave to attend union activities. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers. The contract caps the length of faculty meetings at ninety minutes, but grants school leaders the flexibility to decide whether to devote time at such meetings to union matters, earning a C+ for that component.

Conclusion

Duval County provides some flexibility for its school leaders in a couple areas, but overall they enjoy relatively few guarantees of flexibility, leaving substantial room for improvement across the board. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Duval County School Board 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 allows this for some forms but is silent on others.)
2. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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, grants them flexibility on one, and is silent on one.)
6. subcontract (i.e., outsource) certain 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. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Fairfax County Public Schools (VA—suburban Washington, DC)

GPA: 2.50

Rank: 4th place out of 50 (Tied with Dallas)

*Documents Examined: Board policies (Collective bargaining is illegal in Virginia)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Fairfax County'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: 2.50 (4th place out of 50—tied with Dallas)

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

Fairfax County receives a Flexible rating, the second highest possible, for its 2.50 GPA, ranking fourth among the fifty districts studied. The district scores particularly well in the Personnel Policies category. It did hit two snags, however, receiving Fs for its prohibitions on performance pay and its indulgent teacher leave policies.

Compensation: C+ (65th percentile)

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

Board policy in Fairfax County gets high marks for giving schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related field. It also allows schools to reward teachers who work in high-needs schools and in shortage subjects, though it is silent regarding the subjects for which this applies. Fairfax County garners one F in this category, because its board policy prohibits schools from rewarding teachers on the basis of performance.

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

Personnel Policies: B (94th percentile)

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

Although Fairfax board policy is silent on whether school leaders may consider student performance when evaluating teachers, the district reported to NCTQ that in practice they may do so, giving the district an A for that indicator. Board policy is silent on whether, during layoffs, school leaders may choose to retain an outstanding young teacher over one with more seniority. The district gets high marks for giving school leaders the flexibility to consider new hires on an equal footing with internal applicants for vacant positions, and for barring transferring teachers from “bumping” less senior teachers from their jobs. Board policy is silent on whether school leaders must select the most junior teacher in a certification area when transfers are necessary. Tenure rules in Fairfax County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Fairfax County board policy is all over the map in this category. It is silent on whether school leaders may subcontract school operations to nonunion workers; scores a solid A for giving school leaders discretion to set the length of faculty meetings; and receives an F for requiring schools to grant teachers leave to attend union activities. Available data did not permit an appraisal of the district’s professional development policies.

Conclusion

Relative to other districts in this study, Fairfax County is a principal-friendly environment where school leaders have substantial ability to assemble and lead strong teams. On the other hand, it is disheartening that Fairfax ranks so highly among the fifty districts in this study when it brings home a report card that features five component grades of C or lower; this shows just how unimpressive even the top districts really are when it comes to empowering school leaders in key domains. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Fairfax County School Board should consider explicitly conferring on school leaders the right to:

1. reward teachers on the basis of performance. (Board policy bars this practice.)
2. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
3. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
4. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy is silent on one and frees school leaders from seniority considerations on two.)
5. subcontract school operations. (Board policy is silent on this issue.)

In addition, the board should amend provisions that:

6. allow classroom teachers to miss instructional time in order to attend union activities.

* 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, as in Virginia, 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.

Fort Worth Independent School District (TX)

GPA: 1.77

Rank: 26th place out of 50 (tied with Denver)

*Documents Examined: Board policies (Collective bargaining is illegal in Texas)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Fort Worth'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: 1.77 (26th place out of 50—tied with Denver)

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

Fort Worth lands a Restrictive rating for its 1.77 GPA, ranking twenty-sixth among the fifty districts studied—and last among the six Texas districts examined here. Despite its middling overall score, the district does quite well in the Work Rules category, landing the third-highest score of all districts in the study.

Compensation: D+ (33rd percentile)

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

Fort Worth board policy allows schools to raise starting teacher salaries for previous experience teaching in a private school or college, but bars them from doing so for experience in a subject-related field. It bars schools from rewarding teachers on the basis of performance or for working in high-needs schools or shortage subjects. Fort Worth reported to NCTQ, however, that it does allow school leaders to reward teachers of three of the four shortage subjects examined in this study, giving it a B+ for that component.

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

Personnel Policies: D+ (41st percentile)

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

Board policy in Fort Worth is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers. The district reported to NCTQ, however, that in practice student performance cannot be considered for untenured teachers and can for tenured teachers, giving it a C+ for that component. Board policy is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs, receiving a C for that component. The district gets an F for the Transfers component; board policy requires schools to give internal applicants priority over new hires for vacant positions and to choose the most junior teacher in a certification area when transferring is necessary. It also allows transferring teachers to “bump” their less senior colleagues. Tenure rules in Fort Worth, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (88th percentile)

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

Although board policy is silent on whether teachers must be given stipends for professional development activities outside the scheduled workday, the district reported to NCTQ that “teachers can get continuing professional education credits,” giving Fort Worth an F for that component. Board policy is silent on whether school leaders may subcontract school operations and whether faculty meetings are capped, though the district reported to NCTQ that meetings are in practice capped. Fort Worth board policy does grant school leaders the right to decide whether time at faculty meetings will be allotted to union matters and to set their own rules concerning teacher leave for union activities, boosting its grade.

Conclusion

Although Fort Worth’s report card shows three grades higher than a C, district leaders should focus on the four Fs it also received. All told, Fort Worth’s highest category grade is a mediocre C in Work Rules, testifying to the need for greater protection of managerial prerogatives. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Fort Worth Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy bars this for some forms of experience and allows it for others.)
2. reward teachers on the basis of performance. (Board policy bars this practice.)
3. reward teachers in high-needs schools and shortage subjects. (Board policy bars these practices.)
4. consider student performance, including test scores, when evaluating teachers. (Board policy currently is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy requires school leaders to consider seniority on all three indicators directly addressing transfers.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in Texas, 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.

Fresno Unified School District (CA)

GPA: 1.04

Rank: 50th place out of 50

*Document Examined: Collective bargaining agreement, July 1, 2004 – June 30, 2007**

Data from the NCTQ database were drawn from Fresno's July 1, 2004 – June 30, 2007 bargaining agreement. The authors have confirmed that a new contract was approved in December 2007. 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. Fresno'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: 1.04 (50th place out of 50)

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

Fresno receives a Highly Restrictive rating, the lowest possible, for its 1.04 GPA, ranking dead last among the fifty districts studied, including the four California districts examined here. Of the ten components on which it was graded, the district garnered five Fs, no As, and just one B. Fresno's bargaining agreement is especially restrictive when it comes to work rules, a category in which it ranked third to last.

Compensation: C- (38th percentile)

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

Fresno's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do based on

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

college-teaching experience, and bars them from doing so based on experience working in a subject-related field. The contract earns two Cs for its silence on whether schools may reward teachers on the basis of performance or for working in high-needs schools. It receives an F for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: D (24th percentile)

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

California state law preempts district bargaining agreements on several of the indicators measured in this category. Tenure and layoff rules are both governed by state law, and consequently receive an N/A. The state also requires schools to select the most junior teacher in a certification area when transfers are necessary, and allows transferring teachers to “bump” their less senior colleagues, thus removing these two indicators from consideration for the Transfers component. Fresno’s bargaining agreement does address one part of the component, requiring that internal job applicants be given priority over new hires for vacant positions, earning it an F for its transfer policies. The contract is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers, earning a C for that component.

Work Rules: F (18th percentile)

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

Fresno receives Fs on three of the four components in this category. The contract requires teachers to be given stipends for professional development activities outside the scheduled workday; caps faculty meetings at ninety minutes per week; and mandates that teachers be given leave to attend union activities. It is silent on whether school leaders may subcontract operations, but the district reported to NCTQ that this is barred in practice, giving Fresno an F for that indicator, as well. The contract avoids straight Fs only by remaining silent on whether time at faculty meetings must be allotted to union matters. Only San Diego and Dade County rank lower than Fresno in this category.

Conclusion

Fresno is the least principal-friendly environment in this study, giving school leaders scant authority to assemble and lead strong teams. Even in its strongest category, Compensation, it ranks below the majority of districts in this study. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Fresno 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 types of relevant previous experience. (The bargaining agreement allows this for former private school teachers, is silent on its permissibility for former college teachers, and bars it for new hires with experience in a subject-related field.)
2. reward teachers on the basis of performance and for teaching in high-needs schools. (The bargaining agreement is silent on these issues.)
3. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement requires school leaders to give internal applicants priority over new hires. State law governs the other two indicators for this component.)
6. subcontract 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. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Fulton County Schools (Atlanta, GA)

GPA: 1.83

Rank: 24th place out of 50

*Documents Examined: Board policies (Collective bargaining is not practiced in Georgia)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Fulton County'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: 1.83 (24th place out of 50)

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

Fulton County receives a disappointing Somewhat Restrictive rating for its 1.83 GPA, ranking twenty-fourth among the fifty districts studied—and third among the four Georgia districts examined here. The district is perhaps the “quietest” in this study; of the eleven indicators on which the district was graded, Fulton County received ten Cs, all reflecting that board policy is silent on the issue in question.

Compensation: D+ (29th percentile)

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

Board policy in Fulton County is silent on whether schools may raise starting teacher salaries for previous experience teaching in a private school or college, or working in a subject-related field; whether schools may reward teachers on the basis of performance; and whether they may reward teachers in high-needs schools. The district receives one F in this category for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: C (59th percentile)

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

Fulton County board policy is silent on whether school leaders may factor student performance, including standardized test results, into teacher evaluations; whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; whether schools must give internal job applicants priority over new hires for vacant positions; whether transferring teachers may “bump” less senior teachers from their jobs; and whether school leaders should select the most the most junior teacher in a certification area when transfers are necessary. Tenure rules in Fulton County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Fulton County receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Board policy in Fulton County is silent on all but one of the indicators examined in this study. While such reticence is clearly preferable to putting up roadblocks to effective leadership, the board could still go much further in equipping school leaders with the flexibility they need to manage their schools effectively. The Fulton County Board of Education should therefore consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. reward teachers on the basis of performance. (Board policy is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy is silent on all three indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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 explicitly illegal or otherwise not practiced, as in Georgia, 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.

Granite School District (Salt Lake City, UT)

GPA: 1.78

Rank: 25th place out of 50

*Document Examined: Collective bargaining agreement, July 16, 2004 – July 15, 2007**

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 man-

age 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. Granite'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: 1.78 (25th place out of 50)

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

Granite receives a disappointing Somewhat Restrictive rating for its 1.78 GPA, ranking twenty-fifth among the fifty districts studied—but nineteen spots above neighboring Jordan School District. Granite's score is near the median for the study, indicating how far many districts have to go to secure real flexibility for their school leaders.

Compensation D +

- 1. Credit for Previous Experience C+
- 2. Performance Pay C
- 3. Hardship Pay for High-Needs Schools C
- 4. Extra Pay for Shortage Subjects F

Personnel Policies C

- 5. Tenure N/A
- 6. Evaluation. B+
- 7. Layoffs C
- 8. Transfers D+

Work Rules D +

- 9. Professional Development F
- 10. Subcontracting Operations† C
- 11. Faculty Meetings C
- 12. Teacher Leave C

Compensation: D + (33rd percentile)

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

Granite's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so for experience teaching in college or working in a subject-related field. The agreement is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. Granite receives one F in this category for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: C (65th percentile)

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

Granite allows school leaders to consider student performance, in general, when evaluating teachers, though it is silent on whether they may consider test scores in particular. The agreement is also silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. On transfers, Granite's contract requires school leaders to give internal job applicants priority over new hires for vacant positions, but is silent on whether transferring teachers may "bump" less senior teachers from their jobs, and whether school leaders must select the most junior teacher in a certification area if transfers are necessary. Tenure rules in Granite School District, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Granite's contract receives an F for requiring schools to give teachers salary credit for professional development activities outside the scheduled workday. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave to attend union activities.

Conclusion

Of the eleven components on which it was graded, Granite earns only one grade above a C+, suggesting that school leaders enjoy few real guarantees of flexibility. To better equip its school leaders with the authority they need to manage their schools effectively, the Granite 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student test scores when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. 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 is silent on two.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given salary credit for professional development activities outside the scheduled workday.

* 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.

Guilford County Schools (Greensboro, NC)

GPA: 2.62

Rank: 1st place out of 50

*Documents Examined: Board policies (Collective bargaining is illegal in North Carolina)**

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 gen-

erally means the agreement (or, as in this case, district policy) 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.

Guilford County'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: 2.62 (1st place out of 50)

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

Guilford County lands a Flexible rating, the second-highest possible, for its 2.62 GPA, ranking first among the fifty districts studied, including the three North Carolina districts examined here. The district earns the third-highest score in the Compensation category and the second-highest score in the Personnel Policies categories. If not for its disappointing D+ in the Work Rules category, Guilford County could have achieved the desirable Highly Flexible designation.

Compensation: B (90th percentile)

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

Guilford County board policy allows schools to reward teachers on the basis of performance, for teaching in high-needs schools, and for teaching shortage subjects. It loses points on this final component, however, for identifying opportunities for extra pay in only two of the four subjects examined. Guilford County falters on the previous experience component; board policy is silent on whether teachers can earn higher starting salaries for previous experience of any type, earning a C for that component.

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

Personnel Policies: B (94th percentile)

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

Guilford County earns the second-highest score among all districts in this category. Its evaluation policies are stellar; board policy allows school leaders to factor student performance, including test scores, into teacher evaluations. Board policy is silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. On transfers, board policy gives school leaders the flexibility to consider new hires on an equal footing with internal applicants for vacant positions, and it bars transferring teachers from “bumping” less senior teachers from their jobs. It is silent on whether school leaders must choose the most junior teacher in a certification area when transfers are necessary. Tenure rules in Guilford County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Despite earning the top overall score, Guilford County board policy fares relatively poorly in the Work Rules category, receiving an F for requiring schools to give teachers salary credit for professional development activities outside the scheduled workday. On all other components it receives Cs. Board policy is silent on whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be devoted to union matters; and whether teacher must be granted leave for union activities.

Conclusion

Guilford County is the most principal-friendly environment in this study, a place where school leaders have substantial ability to assemble and lead strong teams. On the other hand, the fact that Guilford County ranks first while bringing home a report card that features six component grades of C or lower shows just how unimpressive even “flexible” districts really are when it comes to empowering school leaders in key domains. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Guilford County Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
3. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy is silent on one and frees school leaders from seniority considerations on two.)
4. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

In addition, the board should amend provisions that:

5. mandate that teachers be given salary credit for professional development activities outside the scheduled workday.

* 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, as in North Carolina, 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.

Gwinnett County Public Schools (Atlanta, GA)

GPA: 1.91

Rank: 20th place out of 50

*Documents Examined: Board policies (Collective bargaining is not practiced in Georgia)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Gwinnett County'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: 1.91 (20th place out of 50)

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

Gwinnett County receives a disappointing Somewhat Restrictive rating for its 1.91 GPA, ranking twentieth among the fifty districts studied—and second among the four Georgia districts examined here. The district is among the “quietest” in this study; of the eleven indicators on which the district was graded, Gwinnett County received nine Cs, all reflecting that board policy is silent on the issue in question.

Compensation: D+ (29th percentile)

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

Board policy in Gwinnett County is silent on whether schools may raise starting teacher salaries for previous experience teaching in a private school or college, or working in a subject-related profession; whether schools may reward teachers on the basis of performance; and whether they may reward teachers in high-needs schools. Board policy receives one F in this category for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: C (65th percentile)

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

Gwinnett County board policy is silent on whether school leaders may factor student performance, including standardized test results, into teacher evaluations; whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; whether schools must give internal job applicants priority over new hires for vacant positions; whether transferring teachers may “bump” less senior teachers from their jobs; and whether school leaders must select the most junior teacher in a certification area when transfers are necessary. The district reported to NCTQ, however, that in practice internal applicants are not given priority, raising Gwinnett County’s grade for this indicator to a C+. Tenure rules in Gwinnett County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Gwinnett County receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Judging by the prevalence of Cs on its report card, all reflecting responses of “not stated,” it appears that the Gwinnett County Board of Education prefers to remain silent on several of the most important areas where school leaders need and deserve flexibility. While such reticence is clearly preferable to a predilection for putting up roadblocks to effective leadership, the board could and should go much further in equipping school leaders with the flexibility they need to manage their schools effectively. The Board of Education should therefore consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. reward teachers on the basis of performance. (Board policy is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy is silent on all three indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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 like Georgia, where collective bargaining is either explicitly illegal or otherwise not practiced, as in North Carolina, 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.

Hawaii Public Schools (HI)*

GPA: 1.28

Rank: 43rd place out of 50

Document Examined: Collective bargaining agreement, July 1, 2005 – June 30, 2007†

Data from the NCTQ database were drawn from Hawaii's July 1, 2005 – June 30, 2007 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. Hawaii'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: 1.28 (43rd place out of 50)

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

Hawaii receives a Highly Restrictive rating, the lowest possible, for its 1.28 GPA, ranking forty-third among the fifty districts studied. Although it earned one B+, Hawaii's report card is dominated by Cs and Fs, indicating much room for improvement.

Compensation: D+ (24th percentile)

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

Hawaii's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so for previous experience teaching in college or working in a subject-related field. The agreement is also silent on whether

Compensation	D +
1. Credit for Previous Experience	B+
2. Performance Pay	C
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	C
8. Transfers	F
Work Rules	D
9. Professional Development	C
10. Subcontracting Operations‡	F
11. Faculty Meetings	F
12. Teacher Leave	C

schools may reward teachers on the basis of performance. The district receives two Fs in this category for barring schools from rewarding teachers in high-needs schools and in shortage subjects.

Personnel Policies: D+ (35th percentile)

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

Hawaii's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations. However, the district reported to NCTQ that in practice school leaders may not consider student performance for tenured teachers, giving Hawaii a D+ for this component. The agreement is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs, and is unclear on whether school leaders must give internal applicants priority over new hires for vacant positions. It does allow transferring teachers to "bump" less senior teachers from their jobs and requires schools to select the most junior teacher in a certification area if transfers are necessary, giving it an F for that indicator. Tenure rules in Hawaii, as in most places, are set by the state legislature, not the district; therefore, Hawaii Public Schools did not receive a grade for that component.

Work Rules: D (47th percentile)

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

Hawaii's bargaining agreement is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday and whether school leaders may subcontract operations to nonunion workers. However, the district reported to NCTQ that in practice school leaders may not subcontract operations, giving Hawaii an F for that component. The contract also receives low marks for capping the length of faculty meetings and requiring time at faculty meetings to be allotted to union matters. Hawaii's agreement is silent on whether school leaders must grant teachers leave to attend union activities.

Conclusion

Hawaii receives five Fs and only one grade above a C, indicating much room for improvement. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Hawaii 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement bars both practices.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. 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 two and is unclear on one.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. cap the time allowed for faculty meetings and that require time at faculty meetings to be allotted to union matters. (While long meetings are not necessarily preferable, principals should have some discretion.)

* The Hawaii Department of Education administers all public schools in the state, effectively functioning as a single district. Even so, state laws and codes, such as tenure rulings, are distinct from provisions in the collective bargaining agreement.

† 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.

Hillsborough County School District (Tampa, FL)

GPA: **2.31**

Rank: **6th place out of 50**

Document Examined: *Collective bargaining agreement, 2007 – 2010**

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 man-

age 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. Hillsborough County'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: 2.31 (6th place out of 50)

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

Hillsborough County receives a Somewhat Flexible rating for its 2.31 GPA, ranking sixth among the fifty districts studied—and first among the nine Florida districts examined here. Not particularly strong in any one category, the district is a candidate for all-around improvement when it comes time for the district to update its collective bargaining agreement.

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

Compensation: C+ (67th percentile)

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

Hillsborough County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so based on college-teaching experience. The contract also allows schools to reward teachers on the basis of performance, but limits such rewards to 5 percent of a teacher's salary. The agreement is silent on whether schools can reward teachers in high-needs schools, but the district reported to NCTQ that schools may in fact do this. The district receives one F in this category, since its contract bars schools from rewarding teachers of shortage subjects.

Personnel Policies: C + (76th percentile)

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

Hillsborough County's bargaining agreement is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers, but the district reported to NCTQ that schools are permitted to do so in practice, giving it an A for that component. The contract is also silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs. On transfers, the record is mixed. Hillsborough's agreement requires that internal job applicants be given priority over new hires for vacant positions, but bars transferring teachers from "bumping" less senior teachers from their jobs. It is silent on whether school leaders must choose the most junior teacher in a certification area if transfers are necessary. Tenure rules in Hillsborough County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C- (71st percentile)

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

Hillsborough County's bargaining agreement is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday, but the district reported to NCTQ that school leaders enjoy flexibility on this issue, giving the district an A for that component. The bargaining agreement is also silent on whether school leaders may subcontract school operations to nonunion workers. Hillsborough's contract imposes a cap of fifty minutes per week on the length of faculty meetings, but is silent on whether time at faculty meetings must be made available for union matters, earning it a D for that component. Hillsborough County gets one F in this category, since its contract requires school leaders to grant teachers leave to attend union activities.

Conclusion

Hillsborough County earns five component grades of B or higher, suggesting that it provides substantial flexibility for its school leaders in certain areas. Yet several failings bring its overall score down considerably, attesting to the need for greater protection of managerial prerogatives. To better equip its school leaders with the flexibility they need to manage their schools effectively, the School Board of Hillsborough County 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 allows this for some forms but is silent on others.)
2. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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, grants them flexibility on one, and is silent on one.)
6. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

7. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
8. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Houston Independent School District (TX)

GPA: **2.06**

Rank: **12th place out of 50**

Documents Examined: Board policies
(Collective bargaining is illegal in Texas)*

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Houston'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: 2.06 (12th place out of 50)

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

Houston lands a Somewhat Flexible rating for its 2.06 GPA, ranking twelfth among the fifty districts studied—and fourth among the six Texas districts examined here. It does especially well in the Work Rules category, earning the second-highest score of all districts. Its dismal Compensation grade, however, substantially brings down its overall score.

Compensation: D (14th percentile)

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

Houston board policy is silent on whether schools may raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related field. It is also silent on whether teachers can earn extra pay on the basis of performance. (Houston's well-known merit pay program was not considered part of board policy in the NCTQ database. See footnote.) The district gets two Fs, since board policy bars schools from rewarding teachers in high-needs schools and in shortage subjects.

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

Personnel Policies: C+ (71st percentile)

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

Board policy in Houston allows school leaders to consider student performance, in general, when evaluating teachers, though it is silent on whether they can consider test scores in particular. (Again, due to NCTQ coding this analysis does not consider Houston's merit pay program. See footnote.) Board policy is also silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs; whether internal applicants must be given priority over new hires for vacant positions; whether transferring teachers may "bump" less senior teachers from their jobs; and whether schools must choose the most junior teacher in a certification area if transfers are necessary. Tenure rules in Houston, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: B- (94th percentile)

The Work Rules grade combines four components:

Professional Development, Subcontracting Operations, Faculty Meetings, and Teacher Leave.

Houston earns the second-highest score among all districts in this category. Board policy is silent on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; and whether the length of faculty meetings is capped. Board policy gets high marks for granting school leaders the flexibility to decide whether to devote time at faculty meetings to union matters, and whether to grant teachers leave for union activities.

Conclusion

Houston is a district where school leaders have a fair amount of flexibility to manage effectively in some areas but not as much in others. Its teacher compensation provisions are especially constraining. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Houston Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. reward teachers on the basis of performance. (Technically, board policy is silent on this issue—see footnote.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy bars both practices.)
4. consider student test scores during teacher evaluations. (Technically, board policy is silent on this issue—see footnote.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy is silent on all three of the indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in Texas, 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.

† The Houston Board of Education has, in fact, adopted a widely-publicized performance pay program. However, because the program, according to official board language, "does not establish, modify, or delete board policy," NCTQ did not include it in its database. In the interest of maintaining a clear, consistent, and reliable standard for the data analyzed in this report, we have adhered to NCTQ's coding. Find a more detailed explanation of this approach 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.

Jefferson County Public Schools (Denver, CO)

GPA: 1.63

Rank: 36th place out of 50
(tied with New York City)

*Document Examined: Collective bargaining agreement, 2003 – 2006**

Data from the NCTQ database were drawn from Jefferson County's 2003 – 2006 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. Jefferson County'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: 1.63 (36th place out of 50— tied with New York City)

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

Jefferson County receives a disappointing Restrictive rating for its 1.63 GPA, ranking thirty-sixth among the fifty districts studied. With two Fs and not a single component grade above C+, Jefferson County does little to secure for its school leaders the flexibility they need to lead effectively.

Compensation: D+ (33rd percentile)

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

Jefferson County's bargaining agreement allows schools to raise starting teacher salaries for previous experience teaching in a private school, but is silent on whether they may do so for previous experience teaching in college or working in

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

a subject-related field. The agreement is also silent on whether schools may reward teachers on the basis of performance or for working in high-needs schools. Jefferson County receives one F in this category for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: C- (53rd percentile)

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

Jefferson County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations, and is unclear on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs. The contract is also silent on whether internal job applicants must be given priority over new hires for vacant positions and whether transferring teachers may "bump" less senior teachers from their jobs. It does, however, require that schools select the most junior teacher in a certification area if transfers are necessary, dropping its grade to a D+ for that component. Tenure rules in Jefferson County, as in most places, are governed by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Jefferson County's contract is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; and whether time at such meetings must be allotted to union matters. The district receives one F in this category, however, for requiring school leaders to grant teachers leave to attend union activities.

Conclusion

Of the eleven components on which it was graded, Jefferson County received no grade above a C+, suggest that school leaders enjoy few real guarantees of flexibility. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Jefferson County 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is unclear on this issue.)
6. 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 is silent on two.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Jefferson County Public Schools (Louisville, KY)

GPA: 1.25

Rank: 44th place out of 50 (tied with Jordan)

*Document Examined: Collective bargaining agreement, 2005 – 2010**

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 man-

age 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. Jefferson County'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: 1.25 (44th place out of 50—tied with Jordan)

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

Jefferson County receives a Highly Restrictive rating, the lowest possible, for its 1.25 GPA, ranking forty-fourth among the fifty districts studied. Although it receives two Bs, rare among districts ranked in the bottom ten, Jefferson County's dismal scores in the Personnel Policies and Work Rules categories drop its overall score substantially.

Compensation: C (48th percentile)

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

Jefferson County's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related field, but limits how much they may pay, dropping the district's grade for this component to a B. The district receives an N/A on the question of performance pay, since Kentucky has a single statewide salary schedule. Jefferson County's contract allows schools to reward teachers for working in high-needs schools, but again limits the size of the rewards. It also bars schools from rewarding teachers of shortage subjects, earning an F for that component.

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

Personnel Policies: D (24th percentile)

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

Jefferson County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations. On the issue of layoffs, Kentucky state law stipulates that teachers with less seniority must be laid off before their more senior colleagues, precluding Jefferson County's collective bargaining agreement from addressing the issue. The contract gets low marks for requiring that internal job applicants be given priority over new hires for vacant positions, while state law again precludes the bargaining agreement from addressing the other indicators that make up the Transfers component. Tenure rules in Jefferson County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (29th percentile)

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

Jefferson County's contract receives Fs for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and to grant teachers leave for union activities. The agreement is silent on whether school leaders may subcontract school operations to nonunion workers. The contract caps the length of faculty meetings at one hour, but is unclear on whether time at such meetings must be allotted to union matters, giving the district a D for that indicator.

Conclusion

Relative to other districts studied, Jefferson County significantly constrains the authority of its school leaders, particularly when it comes to making personnel decisions and managing day-to-day school operations. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Jefferson County Board of Education should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
2. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
3. 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. State law governs the other two practices.)
4. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

5. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
6. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
7. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Jordan School District (Salt Lake City, UT)

GPA: 1.25

Rank: 44th place out of 50
(tied with Jefferson County, KY)

*Document Examined: Board policies (Collective bargaining is permitted, but not required in Utah)**

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 man-

age 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. Jordan'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: 1.25 (44th place out of 50—tied with Jefferson County, KY)

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

Jordan receives a Highly Restrictive rating, the lowest possible, for its 1.25 GPA, ranking forty-fourth among the fifty districts studied—and nineteen spots below neighboring Granite School District. Although the district receives one B+, the rest of its component grades are Cs and Fs, significantly constraining school leaders.

Compensation: D- (10th percentile)

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

Board policy in Jordan allows schools to raise starting teacher salaries based on previous experience teaching in private schools, but is silent on whether they may do so based on previous experience teaching college or working in a subject-related profession. Jordan receives Fs on the remaining three components, as its board policies bar schools from rewarding teachers on the basis of performance, for teaching in high-needs schools, and for teaching shortage subjects.

Compensation	D-
1. Credit for Previous Experience	B+
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.	F
7. Layoffs	C
8. Transfers	F
Work Rules	C
9. Professional Development	C
10. Subcontracting Operations†	C
11. Faculty Meetings	C
12. Teacher Leave	C

Personnel Policies: D- (18th percentile)

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

Jordan board policy allows school leaders to factor student performance, in general, into teacher evaluations, but bars them from considering test scores in particular. The district also reported to NCTQ that in practice school leaders may not consider student performance at all when evaluating tenured teachers, giving the district an F for that component. Board policy is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs. The district receives an F for the Transfers component; board policy requires school leaders to give internal applicants priority over new hires for vacant positions; allows transferring teachers to “bump” less senior teachers from their jobs; and requires schools to select the most junior teacher in a certification area if transfers are necessary. Tenure rules in the Jordan School District, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Jordan board policy receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Relative to the other districts in this study, Jordan significantly constrains the authority of its school leaders, particularly when it comes to compensating teachers and making personnel decisions. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Jordan Board of Education should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (Board policy bars this practice.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy bars both practices.)
4. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this practice in general, but bars it for test scores in particular.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy requires school leaders to consider seniority on all three of the indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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. The documents that NCTQ examined for each district differed depending on the state in which that district is located. In states that either mandate or 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.

Long Beach Unified School District (CA)

GPA: 1.93

Rank: 16th place out of 50
(tied with Palm Beach and Pinellas Counties)

*Document Examined: Collective bargaining agreement, effective through August 31, 2005**

Data from the NCTQ database were drawn from Long Beach's previous bargaining agreement. 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. Long Beach'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: 1.93 (16th place out of 50—tied with Palm Beach and Pinellas Counties)

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

Long Beach receives a disappointing Somewhat Restrictive rating for its 1.93 GPA, ranking sixteenth among the fifty districts studied—although first among the four California districts examined here. While the district scores better than average in the Compensation category, its weaker grades for Personnel Policies and Work Rules bring its overall score down substantially.

Compensation: B- (81st percentile)

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

Long Beach's bargaining agreement allows school leaders to raise the starting salaries of teachers based on previous expe-

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

rience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so for college-teaching experience. The agreement is also silent on whether schools may reward teachers on the basis of performance. Long Beach's bargaining agreement does allow schools to reward teachers in high-needs schools and in shortage subjects, though it is silent regarding the relevant subjects.

Personnel Policies: D+ (47th percentile)

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

Long Beach's bargaining agreement is silent on whether school leaders may factor student performance, in general, into teacher evaluations, but it bars them from considering student test scores in particular. Tenure and layoff rules are both governed by California state law, and consequently receive N/As. The state also requires schools to select the most junior teacher in a certification area when transfers are necessary, and allows transferring teachers to "bump" their less senior colleagues, removing from consideration two of the three indicators that make up the Transfers component. The agreement is silent on whether internal applicants must be given priority over new hires for vacant positions.

Work Rules: D (53rd percentile)

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

Long Beach's contract is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract operations to nonunion workers; and whether time at faculty meetings must be allotted to union matters, although it does cap such meetings at one hour. The district receives one F in this category for requiring schools to provide leave for teachers to attend union activities.

Conclusion

Of the ten components on which it was graded, Long Beach received only two grades higher than a C, suggesting that school leaders enjoy few real guarantees of flexibility. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Long Beach 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on whether school leaders may consider student performance in general, and bars them from considering student test scores.)
4. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement requires school leaders to give internal applicants priority over new hires. State law governs the other two indicators for this component.)
5. subcontract (i.e., outsource) school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

6. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
7. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Los Angeles Unified School District (CA)

GPA: 1.68

Rank: 34th place out of 50 (tied with Detroit)

*Document Examined: Collective bargaining agreement, 2004 – 2006**

Data from the NCTQ database were drawn from Los Angeles's 2004–2006 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. Los Angeles'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: 1.68 (34th place out of 50—tied with Detroit)

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

Los Angeles receives a disappointing Somewhat Restrictive rating for its 1.68 GPA, ranking thirty-fourth among the fifty districts studied—and second among the four California districts examined here. Although the district's report card boasts a B+ here and there, it also contains four Fs, suggesting that school leaders in Los Angeles must operate under significant constraints.

Compensation: B- (81st percentile)

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

Los Angeles's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teach-

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

ing in a private school or working in a subject-related field, but is silent on whether they may do so for college-teaching experience. The agreement is also silent on whether schools may reward teachers on the basis of performance. The contract allows schools to reward teachers in high-needs schools and in shortage subjects, though it limits the scope of rewards in both cases.

Personnel Policies: D+ (47th percentile)

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

Los Angeles's bargaining agreement allows school leaders to factor student performance, in general, into teacher evaluations, though it is silent on whether they may consider test scores in particular. On layoffs, California law stipulates that teachers with less seniority must be laid off before their more senior colleagues, precluding Los Angeles's collective bargaining agreement from addressing the issue. The contract gets low marks for requiring that internal job applicants be given priority over new hires for vacant positions, while state law again precludes the bargaining agreement from ruling on the other indicators that make up the Transfers component. Tenure rules in Los Angeles, as in most places, are also governed by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: F (24th percentile)

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

Los Angeles's contract receives Fs for requiring schools to give teachers salary credit for professional development activities outside the scheduled workday and to grant teachers leave for union activities. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers, but gets low marks for capping the length of faculty meetings at one hour and requiring that time at faculty meetings be allotted to union matters.

Conclusion

Los Angeles grants its principals more flexibility than most when it comes to compensating teachers, but its score for the Work Rules category is near the bottom of the heap. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Los Angeles 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 allows this for some forms but is silent on others.)
2. pay teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. consider student test scores when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. 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. The other two are governed by state law and therefore outside the district's jurisdiction.)
5. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

6. mandate that teachers be given salary credit for professional development activities outside the scheduled workday.
7. cap the length of faculty meetings and that require time at faculty meetings to be allotted to union matters. (While long meetings are not necessarily preferable, principals should have some discretion.)
8. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Memphis City Schools (TN)

GPA: 1.23

Rank: 46th place out of 50

*Document Examined: Collective bargaining agreement, July 1, 2006 – June 30, 2009**

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 man-

age 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. Memphis'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: 1.23 (46th place out of 50)

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

Memphis receives a Highly Restrictive rating, the lowest possible, for its 1.23 GPA, ranking forty-sixth among the fifty districts studied. Although it receives one B, the rest of Memphis's report card is dominated by Cs and Fs. Particularly dismal are its marks in the Personnel Policies category, for which it received the lowest score in the study.

Compensation: C- (38th percentile)

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

Memphis's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in subject-related profession, but is silent on whether they may do so for college-teaching experience. The agreement is also silent on whether schools may reward teachers on the basis of performance or for working in high-needs schools. Memphis receives one F in this category for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: F (last place)

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

Memphis's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations. However, the district reported to NCTQ that school leaders may not consider student performance when evaluating nontenured teachers, dropping its grade to a D+ for that component. Memphis's contract bars school leaders from retaining an outstanding young teacher over one with greater seniority during layoffs, giving it an F for that component. On the question of transfers, the agreement gets marked down for requiring school leaders to give internal applicants priority over new hires for vacant positions; for allowing transferring teachers to "bump" less senior teachers from their jobs; and for requiring schools to select the most junior teacher in a certification area if transfers are necessary. Tenure rules in Memphis, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Memphis's bargaining agreement is silent on whether school leaders must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether the length of faculty meetings is capped; and whether time at such meetings must be allotted to union matters. The agreement is unclear on whether school leaders may subcontract school operations to nonunion workers, and receives one F in this category for requiring school leaders to grant teachers leave for union activities.

Conclusion

Relative to the other districts studied, Memphis significantly constrains the authority of its school leaders, particularly when it comes to making personnel decisions. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Memphis 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement bars this practice.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement requires school leaders to consider seniority on all three of the indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is unclear on this issue.)

In addition, the board should amend provisions that:

8. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Mesa Public Schools (AZ)

GPA: 1.75

Rank: 28th place out of 50

*Document Examined: Collective bargaining agreement, 2005 – 2006**

Data from the NCTQ database were drawn from Mesa's 2005 – 2006 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.

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

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. Mesa'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: 1.75 (28th place out of 50)

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

Mesa receives a disappointing Somewhat Restrictive rating for its 1.75 GPA, ranking twenty-eighth among the fifty districts studied. The district is among the "quietest" in this study; of the eleven components on which it was graded, Mesa received eight Cs, all reflecting that the agreement is silent on the issue in question.

Compensation: C- (38th percentile)

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

Mesa's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so based on experience teaching in college or working in a subject-

related field. The agreement is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. The contract receives one F in this category for barring school leaders from rewarding teachers of shortage subjects.

Personnel Policies: C (59th percentile)

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

In this category, Mesa's bargaining agreement is silent across the board: on whether school leaders may consider student performance, including test scores, when evaluating teachers; whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs; whether school leaders must give internal job applicants priority over new hires for vacant positions; whether transferring teachers may "bump" less senior teachers from their jobs; and whether school leaders must select the most junior teacher in a certification area if transfers are necessary. Tenure rules in the Mesa Public Schools, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Mesa's contract receives an F for requiring schools to give teachers salary credit for professional development activities outside the scheduled workday, but is silent on whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave to attend union activities.

Conclusion

As its middling overall scores suggests, Mesa's report card is dominated by Cs, with two Fs tipping it into the bottom half of the rating scale, leaving ample room for improvement. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Mesa 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement is silent on all three of the indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given salary credit for professional development activities outside the scheduled workday.

* 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.

Metropolitan Nashville Public Schools (TN)

GPA: 1.43

Rank: 42nd place out of 50

*Document Examined: Collective bargaining agreement, 2005 – 2006**

Data from the NCTQ database were drawn from Nashville's 2005 – 2006 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. Nashville'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: 1.43 (42nd place out of 50)

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

Nashville receives a disappointing Restrictive rating for its 1.43 GPA, ranking forty-second among the fifty districts studied. Although the district receives one B+, the rest of its report card is dominated by Cs and Fs, leaving ample room for improvement.

Compensation: D (14th percentile)

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

Nashville's bargaining agreement is silent on whether schools may raise starting teacher salaries based on previous experience teaching in a private school or college or working in a subject-related profession, and whether schools may reward teachers on the basis of performance. It receives two Fs, however, for barring schools from rewarding teachers in high-needs schools or shortage subjects.

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

Personnel Policies: C- (53rd percentile)

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

Nashville's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations. However, the district reported to NCTQ that this is not permissible in practice, giving Nashville an F for that component. The agreement is also silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs; whether transferring teachers may "bump" less senior teachers from their jobs; and whether school leaders must select the most junior teacher in a certification area if transfers are necessary. Again, however, the district reported to NCTQ that teachers do not have bumping rights in practice, raising its grade to a B+ for that component. The contract also gives school leaders the flexibility to consider new hires on an equal footing with internal applicants for vacant positions. Tenure rules in Nashville, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Nashville's contract receives an F for requiring schools to give teachers stipends for professional development activities outside the scheduled workday, but is silent on whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave to attend union activities.

Conclusion

Relative to other districts in this study, Nashville significantly constrains the authority of its school leaders, particularly when it comes to compensating teachers, a category for which it received the third-lowest score among all districts studied. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Nashville 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 is silent on this issue.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement bars both practices.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. 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 is silent on two.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given stipends for professional development activities outside the scheduled workday.

* 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.

Miami-Dade County Public Schools (FL)

GPA: 1.58

Rank: 38th place out of 50

*Document Examined: Collective bargaining agreement, 2006 – 2009**

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 man-

age 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. Miami-Dade County'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: 1.58 (38th place out of 50)

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

Miami-Dade County receives a disappointing Restrictive rating for its 1.58 GPA, ranking thirty-eighth among the fifty districts studied—and seventh among the nine Florida districts examined here. Although the district qualifies among the top ten in the Compensation category, it also earns the worst score of all districts in this study in the Work Rules category.

Compensation B-

- 1. Credit for Previous Experience B
- 2. Performance Pay C
- 3. Hardship Pay for High-Needs Schools B+
- 4. Extra Pay for Shortage Subjects C+

Personnel Policies C-

- 5. Tenure N/A
- 6. Evaluation. C+
- 7. Layoffs C
- 8. Transfers D+

Work Rules F

- 9. Professional Development F
- 10. Subcontracting Operations† F
- 11. Faculty Meetings F
- 12. Teacher Leave F

Compensation: B- (76th percentile)

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

Miami-Dade's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related profession, but limits how much they may pay, dropping the district's grade for this component to a B. The contract also allows schools to reward teachers in high-needs schools and in shortage subjects, but is unclear on whether they may reward teachers on the basis of performance.

Personnel Policies: C (59th percentile)

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

Miami-Dade's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations, although the district reported to NCTQ that this practice is permissible when evaluating tenured teachers, giving the district a C+ for that component. It is also silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. The contract loses points for mandating that internal job applicants be given priority over new hires for vacant positions, and for requiring school leaders to choose the most junior teacher in a certification area if transfers are necessary. It partially redeems itself by barring transferring teachers from "bumping" less senior teachers from their jobs. Tenure rules in Miami-Dade County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: F (last place)

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

Miami-Dade receives the worst grade of the study in this category, with an F for each of the four components. Its bargaining agreement requires schools to give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; bars school leaders from subcontracting school operations to nonunion workers; caps faculty meetings at one hour; requires time at faculty meetings to be allotted to union matters; and mandates leave for teachers to attend union activities.

Conclusion

Miami-Dade County provides some flexibility for its school leaders with respect to teacher compensation but very little in other areas. The district's policies with respect to work rules are particularly confining. To better equip its school leaders with the flexibility they need to manage their schools effectively, the School Board of Miami-Dade County should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. reward teachers on the basis of performance. (The bargaining agreement is unclear on this issue.)
2. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
3. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
4. 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 two and grants them flexibility on one.)
5. subcontract (i.e., outsource) certain school operations. (The bargaining agreement bars this practice.)

In addition, the board should amend provisions that:

6. mandate that teachers be given salary credit and/or stipends for professional development activities outside the scheduled workday.
7. 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.)
8. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Milwaukee Public Schools (WI)

GPA: 1.71

Rank: 31st place out of 50
(tied with DeKalb County and Philadelphia)

*Document Examined: Collective bargaining agreement, July 1, 2001 – June 30, 2003**

Data from the NCTQ database were drawn from Milwaukee's July 1, 2001 – 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. Milwaukee'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: 1.71 (31st place out of 50—tied with DeKalb County and Philadelphia)

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

Milwaukee receives a disappointing Somewhat Restrictive rating for its 1.71 GPA, ranking thirty-first among the fifty districts studied. Although the district receives one B+, its report card is dominated by Cs, Ds, and Fs.

Compensation: C- (43rd percentile)

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

Milwaukee's bargaining agreement allows schools to raise starting teacher salaries for previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so for previous college-teaching experience. The agreement is also silent on whether

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

schools may reward teachers on the basis of performance or for working in high-needs schools. Milwaukee's contract receives one F in this category for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: C (59th percentile)

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

Milwaukee's bargaining agreement is silent on whether school leaders may factor student performance, in general, into teacher evaluations, but does not address the permissibility of considering test scores, since Wisconsin state law prohibits that practice. The agreement is also silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs; whether internal job applicants must be given priority over new hires for vacant positions; and whether transferring teachers may "bump" less senior teachers from their jobs. The data provided did not make it possible to determine whether schools are required to select the most junior teacher in a certification area if transfers are required. Tenure rules in Milwaukee, as in most places, are also governed by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D (53rd percentile)

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

Milwaukee's contract receives an F for requiring schools to give teachers salary credit and/or stipends for professional development activities outside the scheduled workday. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers and whether school leaders must grant teachers leave to attend union activities. The contract gets low marks for capping the length of faculty meetings at two and a half hours per month, but is silent on whether time at such meetings must be allotted to union matters, giving it a D for that component.

Conclusion

Of the eleven components on which it was graded, Milwaukee received only one grade higher than C, suggesting that school leaders enjoy few real guarantees of flexibility. To better equip its school leaders with the authority they need to manage their schools effectively, the Milwaukee Board of School Directors 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student performance when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, the bargaining agreement is silent on two. NCTQ did not provide data for the third.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given salary credit and/or stipends for professional development activities outside the scheduled workday.
9. cap the length of faculty meetings. (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.

Montgomery County Public Schools (MD—suburban Washington, DC)

GPA: **2.11**

Rank: **10th place out of 50** (tied with Cobb County)

Document Examined: *Collective bargaining agreement, 2008 – 2010**

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 man-

age 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. Montgomery County'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: 2.11 (10th place out of 50—tied with Cobb County)

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

Montgomery County receives a Somewhat Flexible rating for its 2.11 GPA, ranking tenth among the fifty districts studied—and third among the five Maryland districts examined here. The district hovers around the C mark in all three categories.

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

Compensation: C (48th percentile)

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

In this category Montgomery County receives a C for every component, due to its contract's silence on whether schools may raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related profession, and whether they may reward teachers on the basis of performance, for teaching in high-needs schools, or for teaching shortage subjects.

Personnel Policies: C+ (71st percentile)

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

Montgomery County's bargaining agreement allows school

leaders to factor student performance, in general, into teacher evaluations, but bars them from considering student test scores in particular. The agreement is silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. The contract loses points for requiring that internal job applicants be given priority over new hires for vacant positions, but gets high marks for barring transferring teachers from “bumping” less senior teachers from their jobs. It also frees school leaders from considering seniority when forced to transfer teachers. Tenure rules in Montgomery County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C- (76th percentile)

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

Montgomery County’s contract receives one F in this category for requiring schools to give teachers salary credit and/or stipends for professional development activities outside the scheduled workday. It also loses points for capping the length of faculty meetings at ninety minutes, though it is silent on whether time at such meetings must be allotted to union matters. The bargaining agreement receives one A for granting school leaders the right to subcontract operations to nonunion workers, but is silent on whether they must provide leave for teachers to attend union activities.

Conclusion

Montgomery County steers a steady middle course, with eight of its eleven component grades falling in the C range, leaving much room for improvement. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Montgomery County 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 is silent on this issue.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on these issues.)
4. consider student test scores when evaluating teachers. (The bargaining agreement bars this practice.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. 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 two.)

In addition, the board should amend provisions that:

7. mandate that teachers be given salary credit and/or stipends for professional development activities outside the scheduled workday.
8. cap the time allowed for faculty meetings. (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.

New York City Public Schools (NY)

GPA: 1.63

Rank: 36th place out of 50
(tied with Jefferson County, CO)

*Document Examined: Collective bargaining agreement, June 1, 2003 – October 12, 2007**

Data from the NCTQ database were drawn from New York City's June 1, 2003 – October 12, 2007 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. New York'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: 1.63 (36th place out of 50—tied with Jefferson County, CO)

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

New York receives a Restrictive rating, the second-lowest possible, for its 1.63 GPA, ranking thirty-sixth among the fifty districts studied. Although the district receives one B+, the rest of its report card is dominated by Cs and Fs, leaving ample room for improvement.

Compensation: D- (10th percentile)

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

New York's bargaining agreement is silent on whether schools may raise starting teacher salaries based on previous experience teaching in a private school or college, and bars them from doing so for experience working in a subject-

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

related profession. The agreement is also silent on whether schools may reward teachers on the basis of performance. The district receives two Fs in this category, since its contract bars schools from rewarding teachers in high-needs schools or in shortage subjects.

Personnel Policies: C + (76th percentile)

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

New York's bargaining agreement allows school leaders to factor student performance, in general, into teacher evaluations, but is silent on whether they may consider test scores in particular. On the question of layoffs, New York state law precludes the district's bargaining agreement from addressing the issue. The contract gets marked down for requiring school leaders to give internal applicants priority over new hires for vacant positions, but gets high marks for barring transferring teachers from "bumping" less senior teachers from their jobs. State law requires that the district select the most junior teacher in a certification area if transfers are necessary, removing the issue from consideration for the Transfers component. Tenure rules in New York, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D + (59th percentile)

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

New York receives an F for requiring schools to give teachers stipends for professional development activities outside the scheduled workday. On the question of subcontracting operations, the district received an N/A, since New York state prohibits the practice. New York's bargaining agreement is silent on whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave to attend union activities.

Conclusion

Relative to other districts in this study, New York significantly constrains the authority of its school leaders, particularly when it comes to compensating teachers, a category for which it received the second-lowest score among all districts studied. To better equip its school leaders with the flexibility they need to manage their schools effectively, the mayor and the New York City Department 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 for some forms of experience and is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement bars both practices.)
4. consider student test scores when evaluating teachers. (The bargaining agreement is silent on this issue.)
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 one. New York state law governs practice on the third.)

In addition, the board should amend provisions that:

6. mandate that teachers be given stipends for professional development activities outside the scheduled workday.

* 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.

Northside Independent School District (San Antonio, TX)

GPA: 2.54

Rank: 3rd place out of 50

*Documents Examined: Board policies (Collective bargaining is illegal in Texas)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Northside'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: 2.54 (3rd place out of 50)

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

Northside lands a Flexible rating, the second-highest possible, for its 2.54 GPA, ranking third among the fifty districts studied—and second among the six Texas districts examined here. The district runs away with the top ranking in the Work Rules category, scoring three-quarters of a point higher than the second-best district, Austin. It also earns the third-highest score in the Personnel category. A disappointing D in the Compensation category, however, brings down its overall score substantially.

Compensation: D (19th percentile)

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

Board policy in Northside bars schools from raising starting teacher salaries based on previous experience teaching in a private school or working in a subject-related field, but is silent on whether they may do so for college-teaching experience. It also bars schools from rewarding teachers on the basis of performance or for teaching in high-needs schools, earning the district two Fs. Board policy does grant schools

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

the right to reward teachers of shortage subjects, but because it only identifies opportunities for extra pay in two of the four subjects examined, it earns a B for that component.

Personnel Policies: B (88th percentile)

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

Northside earns the third-highest score among all districts in this category. Board policy is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers, but the district reported to NCTQ that this is permitted, giving the district an A for that component. Board policy is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs, and receives a C for that component. On transfers, board policy is silent on whether transferring teachers may “bump” less senior teachers from their jobs and whether schools must choose the most junior teacher in a certification area if transfers are necessary. The district reported to NCTQ, however, that teachers do not in practice enjoy bumping rights. The available data did not address whether internal applicants must be given priority over new hires for vacant positions. Tenure rules in Northside, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: B+ (First place)

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

Northside is the only district in this study whose board policies explicitly grant school leaders the right to determine whether teachers should be given salary credit and/or stipends for professional development activities outside the scheduled workday, and one of only two (the other being Fairfax County) whose policies grant school leaders the flexibility to set their own rules concerning the length of faculty meetings and whether to allot time at such meetings to union matters. The district also earns an A for giving principals the flexibility to craft their own policies with respect to teacher leave. Board policy is silent on whether school leaders may subcontract school operations to nonunion workers.

Conclusion

Northside is the third most principal-friendly environment in this study, a district where school leaders have substantial ability to assemble and lead strong teams. On the other hand, the fact that Northside ranks so highly among all districts in this study while bringing home a report card that features five component grades of C or lower shows just how unimpressive even “flexible” districts really are when it comes to empowering school leaders in key domains. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Northside Board of Trustees should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy bars this practice for some forms of experience and is silent on others.)
2. reward teachers on the basis of performance and for teaching in high-needs schools. (Board policy bars these practices.)
3. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, board policy is silent on two. NCTQ did not provide data for the third.)
6. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in Texas, 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.

Orange County Public Schools (Orlando, FL)

GPA: 1.52

Rank: 40th place out of 50

*Document Examined: Collective bargaining agreement, 2006 – 2007**

Data from the NCTQ database were drawn from Orange County's 2006 – 2007 bargaining agreement. The authors have confirmed that a new contract was approved in October 2007. 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. Orange County'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: 1.52 (40th place out of 50)

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

Orange County receives a disappointing Restrictive rating for its 1.52 GPA, ranking fortieth among the fifty districts studied—and last among the nine Florida districts examined here. Although the district receives one B+, its report card is dominated by Cs and Fs, leaving much room for improvement.

Compensation: C (57th percentile)

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

Orange County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so for college-teaching experience. The contract also allows schools

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

to reward teachers on the basis of performance, though it limits the size of such rewards. The agreement is silent on whether schools may reward teachers in high-needs schools, and bars them from rewarding teachers of shortage subjects.

Personnel Policies: D+ (41st percentile)

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

Orange County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations, and whether they may retain an outstanding young teacher over one with greater seniority during layoffs. The contract receives low marks for requiring that internal job applicants be given priority over new hires for vacant positions and for requiring school leaders to select the most junior teacher in a certification area if transfers are necessary. It is silent on whether teachers may "bump" less senior teachers from their jobs. Tenure rules in Orange County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (29th percentile)

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

Orange County's bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers. It receives low marks for capping the length of faculty meetings at one hour, though it silent on whether time at such meetings must be allotted to union matters. Orange County's contract receives two Fs in this category for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and to grant teachers leave to attend union activities.

Conclusion

Of the eleven components on which it was graded, Orange County received only one grade higher than C+, suggesting that school leaders enjoy few real guarantees of flexibility. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Orange County School Board 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 allows this for some forms but is silent on others.)
2. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
3. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
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 two and is silent on one.)
6. subcontract (i.e., outsource) certain 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. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Palm Beach County School District (FL)

GPA: 1.93

Rank: 16th place out of 50
(tied with Long Beach and Pinellas County)

*Document Examined: Collective bargaining agreement, July 1, 2005 – June 30, 2008**

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 man-

age 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. Palm Beach County'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: 1.93 (16th place out of 50—tied with Long Beach and Pinellas County)

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

Palm Beach County receives a disappointing Somewhat Restrictive rating for its 1.93 GPA, ranking sixteenth among the fifty districts studied—and second behind Hillsborough County among the nine Florida districts examined here. Notably, Palm Beach earns the second highest score of all districts for the Compensation category. Its dismal score for Work Rules, however, substantially lowers its overall ranking.

Compensation: B (90th percentile)

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

Palm Beach County's score in this category is the third best of all districts studied. Its contract allows schools to raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related profession, though it puts a ceiling on the salary boost that new hires may receive. The contract also allows schools to reward teachers on the basis of performance, for teaching in high-needs schools, and for teaching shortage subjects, though it identifies opportunities for extra pay in only one of four subjects examined.

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

Personnel Policies: C- (53rd percentile)

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

Palm Beach County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations, but the district reported to NCTQ that in practice they may do so for tenured teachers, giving the district a C+ for that component. The contract is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs. On transfers, the record is mixed. The bargaining agreement is silent on whether internal job applicants must be given priority over new hires for vacant positions and on whether transferring teachers may "bump" less senior teachers from their jobs, though the district reported to NCTQ that bumping is allowed in practice. The bargaining agreement does, however, require schools to transfer the most junior teacher in a certification area if transfers are necessary. All told, Palm Beach receives an F for the Transfers component. Tenure rules in Palm Beach County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (29th percentile)

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

Palm Beach's contract receives two Fs in this category for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and to grant teachers leave to attend union activities. The agreement also imposes a cap on the length of faculty meetings, but is silent on whether time at faculty meetings must be made available for union matters. It is silent on whether school leaders may subcontract school operations to nonunion workers.

Conclusion

Palm Beach County provides substantial flexibility for its school leaders with regard to teacher compensation, but relatively little in the other categories. To better equip its school leaders with the authority they need to manage their schools effectively, the School Board of Palm Beach County should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
2. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
3. 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 is silent on two.)
4. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

5. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
6. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
7. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Pinellas County School District (St. Petersburg, FL)

GPA: 1.93

Rank: 16th place out of 50
(tied with Long Beach and Palm Beach County)

*Document Examined: Collective bargaining agreement,
2005 – 2008**

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 man-

age 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. Pinellas County'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: 1.93 (16th place out of 50— tied with Long Beach and Palm Beach County)

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

Pinellas County receives a disappointing Somewhat Restrictive rating for its 1.93 GPA, ranking sixteenth among the fifty districts studied—and third among the nine Florida districts examined here. Not particularly strong in any one category, the district's contract provides ample room for improvement.

Compensation: C (48th percentile)

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

Pinellas County's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so based on college-teaching experience. The contract also allows schools to reward teachers on the basis of performance, but limits the amount they may pay. The bargaining agreement is silent on whether schools can reward teachers in high-needs schools and receives an F for barring schools from rewarding teachers of shortage subjects.

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

Personnel Policies: C- (53rd percentile)

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

Pinellas County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations; whether they may retain an outstanding young teacher over one with greater seniority during layoffs; whether transferring teachers may "bump" less senior teachers from their jobs; and whether school leaders must select the most junior teacher in a certification area if transfers are necessary. The contract does require, however, that internal job applicants to be given priority over new hires for vacant positions, giving the district a D+ for the Transfers component. Tenure rules in Pinellas County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Pinellas County's bargaining agreement receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Pinellas County's report card is dominated by Cs, suggesting that, although school leaders are less constrained here than in some other districts, there is still substantial room for improvement across the board. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Pinellas County School Board 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 allows this for some forms but is silent on others.)
2. reward teachers in high-needs schools. (The bargaining agreement is silent on this issue.)
3. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. 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 is silent on two.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

* 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.

Polk County School District (Bartow, FL)

GPA: 1.73

Rank: 29th place out of 50
(tied with Virginia Beach)

*Document Examined: Collective bargaining agreement,
2005 – 2007**

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 man-

age 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. Polk County'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: 1.73 (29th place out of 50— tied with Virginia Beach)

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

Polk County receives a disappointing Somewhat Restrictive rating for its 1.73 GPA, ranking twenty-ninth among the fifty districts studied—and sixth among the nine Florida districts examined here. Although the district receives two Bs in the Compensation category, the rest of its grades are Cs and Fs, indicating plenty of room for improvement across the board.

Compensation: C (52nd percentile)

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

Polk County's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so for college-teaching experience. The contract allows schools to reward teachers on the basis of performance, is silent on whether they may reward teachers in high-needs schools, and bars them from rewarding teachers of shortage subjects.

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

Personnel Policies: D+ (41st percentile)

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

Polk County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations; whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; and whether transferring teachers may "bump" less senior teachers from their jobs. The contract does, however, require school leaders to transfer the most junior teacher in a certification area if transfers are necessary. It also requires internal job applicants to be given priority over new hires for vacant positions, giving Polk County an F for the Transfers component. Tenure rules in Polk County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D+ (65th percentile)

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

Polk County's contract receives an F for requiring schools to give teachers salary credit for professional development activities outside the scheduled workday. The district's agreement is silent on whether school leaders may subcontract school operations to nonunion workers and whether they must grant teachers leave to attend union activities. The contract grants school leaders the flexibility to set the length of faculty meetings, but it also requires time at faculty meetings to be allotted to union matters, dropping it to a C for that component.

Conclusion

Polk County provides limited flexibility for its school leaders in a few areas, and very little in others. Apart from two Bs in the Compensation category, there is substantial room for improvement across the board. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Polk County School Board 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 allows this for some forms but is silent on others.)
2. reward teachers in high-needs schools. (The bargaining agreement is silent on this issue.)
3. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
6. 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 two and is silent on one.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. mandate that teachers be given salary credit for professional development activities outside the scheduled workday.
9. require time at faculty meetings to be allotted to union matters.

* 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.

Prince George’s County Public Schools (MD—suburban Washington, DC)

GPA: 1.18

Rank: 47th place out of 50

*Document Examined: Collective bargaining agreement,
July 1, 2006 – June 30, 2007**

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 man-

age 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. Prince George’s County’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: 1.18 (47th place out of 50)

Prince George’s County’s GPA is the average of its scores in three areas: Compensation, Personnel Policies, and Work Rules.

Prince George’s County receives a Highly Restrictive rating, the lowest possible, for its 1.18 GPA, ranking forty-seventh among the fifty districts studied—and last among the five Maryland districts examined here. The district’s score in the Personnel Policies category is the second lowest of all districts studied, beating only Memphis.

Compensation D +

- 1. Credit for Previous Experience C+
- 2. Performance Pay C
- 3. Hardship Pay for High-Needs Schools C
- 4. Extra Pay for Shortage Subjects F

Personnel Policies F

- 5. Tenure N/A
- 6. Evaluation. D+
- 7. Layoffs F
- 8. Transfers F

Work Rules D

- 9. Professional Development C
- 10. Subcontracting Operations† C
- 11. Faculty Meetings D
- 12. Teacher Leave F

Compensation: D + (33rd percentile)

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

Prince George’s County’s bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so for college-teaching experience. The agreement is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. The contract receives one F in this category for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: F (12th percentile)

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

Prince George's County receives the second-lowest grade among all districts in this category. Though the district's agreement is silent on whether school leaders may factor student performance, in general, into teacher evaluations, it bars them from considering student test scores in particular. The agreement also bars school leaders from retaining an outstanding young teacher over one with greater seniority during layoffs. On transfers, the contract requires school leaders to choose the most junior teacher in a certification area if transfers are necessary and to give internal job applicants priority over new hires for vacant positions. The agreement is silent on whether transferring teachers may "bump" less senior teachers from their jobs. Tenure rules in Prince George's County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D (53rd percentile)

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

Prince George's County's bargaining agreement is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday and whether school leaders may subcontract operations to nonunion workers. Though it does not cap the length of faculty meetings, it does require time at faculty meetings to be allotted to union matters. The contract receives one F in this category for requiring schools to provide leave for teachers to attend union activities.

Conclusion

Of the eleven components on which it was graded, Prince George's County received four Fs and not a single grade above a C+, suggesting that school leaders face substantial barriers to leading effectively. Provisions governing personnel policies are especially restrictive. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Prince George's County 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on whether school leaders may consider student performance in general, and bars them from considering student test scores.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement bars this practice.)
6. 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 two and is silent on one.)
7. subcontract (i.e., outsource) school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

8. require time at faculty meetings to be allotted for union matters.
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

San Diego Unified School District (CA)

GPA: 1.11

Rank: 48th place out of 50

*Document Examined: Collective bargaining agreement, July 1, 2003 – June 30, 2006**

Data from the NCTQ database were drawn from San Diego's July 1, 2003 – June 30, 2006 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. San Diego'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: 1.11 (48th place out of 50)

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

San Diego receives a Highly Restrictive rating, the lowest possible, for its 1.11 GPA, ranking third to last among the fifty districts studied—and third among the four California districts examined here. Of the ten components for which it received a grade, the district garnered five Fs, no As, and only one B. San Diego's collective bargaining agreement is especially restrictive when it comes to Work Rules, a category in which it ranked second to last.

Compensation: C- (th percentile)

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

San Diego scored higher in this category than in any other, which indicates just how restrictive its bargaining agreement

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

is. The district allows school leaders to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so for experience teaching college or working in subject-related field. The contract is silent on whether schools may reward teachers on the basis of performance or for working in a high-needs school, but receives an F for barring schools from rewarding teachers of shortage subjects.

Personnel Policies: D+ (35th percentile)

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

California state law preempts district bargaining agreements on several of the indicators measured in this category. Tenure and layoff rules are both governed by California state law, and consequently do not receive grades. The state also requires schools to select the most junior teacher in a certification area when transfers are necessary, and allows transferring teachers to “bump” their less senior colleagues, removing those two indicators from calculation for the Transfers component. San Diego’s bargaining agreement does address one indicator dealing with transfers, requiring that internal job applicants be given priority over new hires for vacant positions. The contract also addresses the issue of evaluations, permitting school leaders to consider student performance, in general, when evaluating teachers, but barring them from considering student test scores in particular.

Work Rules: F (12th percentile)

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

San Diego receives Fs on three of the four components in this category. The district requires schools to give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; bars school leaders from subcontracting school operations to nonunion workers; requires time at faculty meetings to be allotted to union matters; and mandates that teachers be given leave to attend union activities. It avoids straight Fs only by remaining silent on whether limits must be placed on the length of faculty meetings. Only Miami-Dade County ranks lower than San Diego in this category.

Conclusion

San Diego 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, Compensation, it ranks below the majority of districts in this study. To better equip its school leaders with the authority they need to manage their schools effectively, the San Diego 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 types of relevant previous experience. (The bargaining agreement allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance and for teaching in high-needs schools. (The bargaining agreement is silent on these issues.)
3. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
4. consider student test scores when evaluating teachers. (The bargaining agreement bars this practice.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement requires school leaders to give internal applicants priority over new hires. State law governs the other two indicators for this component.)
6. subcontract school operations. (The bargaining agreement bars this practice.)

In addition, the board should amend provisions that:

7. mandate that teachers be given salary credit and/or stipends for professional development activities outside the scheduled workday.
8. require that time at faculty meetings be allotted to union matters.
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

School District of Philadelphia (PA)

GPA: 1.71

Rank: 31st place out of 50
(tied with DeKalb County and Milwaukee)

*Document Examined: Collective bargaining agreement, September 1, 2004 – August 31, 2008**

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 man-

age 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. Philadelphia'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: 1.71 (31st place out of 50—tied with DeKalb County and Milwaukee)

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

Philadelphia receives a disappointing Somewhat Restrictive rating for its 1.71 GPA, ranking thirty-first among the fifty districts studied. Although the district receives an A and a B+ in the Compensation category, its report card is dominated by Cs and Fs, leaving ample room for improvement.

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

Compensation: C + (62nd percentile)

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

Philadelphia's bargaining agreement allows schools to raise starting teacher salaries for previous experience teaching in a private school or working in a subject-related profession, but is silent on whether they may do so for college-teaching experience. The agreement is also silent on whether schools may reward teachers on the basis of performance. The contract allows schools to reward teachers in high-needs schools but bars them from rewarding teachers of shortage subjects.

Personnel Policies: C (59th percentile)

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

Philadelphia's bargaining agreement is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers. On layoffs, Pennsylvania law stipulates that teachers with less seniority must be laid off before their more senior colleagues, precluding the district's bargaining agreement from addressing the issue. Philadelphia's contract requires that internal job applicants be given priority over new hires for vacant positions and is silent on whether transferring teachers may "bump" less senior teachers from their jobs. However, the district reported to NCTQ that senior teachers do not enjoy bumping privileges in practice, raising its grade for that component to a C. State law also requires that the district to select the most junior teacher in a certification area if transfers are necessary, removing it from the calculation for the Transfers component. Tenure rules in Philadelphia, as in most places, are also governed by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: D- (29th percentile)

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

Philadelphia's contract receives Fs for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and to grant teachers leave to attend union activities. The bargaining agreement is silent on whether school leaders may subcontract school operations to nonunion workers and whether the length of faculty meetings is capped, but it does require that time at faculty meetings be allotted to union matters, dropping it to a D for that component.

Conclusion

Philadelphia gives school leaders some flexibility when it comes to compensating teachers, but very little in other areas. Its D- for the Work Rules category is especially disappointing. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Philadelphia School Reform Commission 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 allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers of shortage subjects. (The bargaining agreement bars this practice.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
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 is silent on one. The third is governed by state law and therefore outside Philadelphia's jurisdiction.)
6. subcontract (i.e., outsource) certain 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. require time at faculty meetings to be allotted to union matters. (While long meetings are not necessarily preferable, principals should have some discretion.)
9. allow classroom teachers to miss instructional time in order to attend union activities.

* 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.

Virginia Beach City Public Schools (VA)

GPA: 1.73

Rank: 29th place out of 50
(tied with Polk County)

*Documents Examined: Board policies (Collective bargaining is illegal in Virginia)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Virginia Beach'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: 1.73 (29th place out of 50—tied with Polk County)

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

Virginia Beach receives a disappointing Somewhat Restrictive rating for its 1.73 GPA, ranking twenty-ninth among the fifty districts studied. Although the district receives two Bs, its report card is dominated by Cs and Fs, leaving ample room for improvement.

Compensation: C- (43rd percentile)

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

Virginia Beach board policy allows schools to raise starting teacher salaries based on previous experience teaching in a private school, but is silent on whether they may do so for experience teaching in college or working in a subject-related field. Board policy also allows schools to reward teachers on the basis of performance, though it is silent on the permissible scope of such rewards. It is silent on whether schools may reward teachers in high-needs schools and bars them from rewarding teachers of shortage subjects.

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

Personnel Policies: D+ (41st percentile)

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

Virginia Beach board policy is silent across the board in this category: on whether school leaders may consider student performance, including test scores, when evaluating teachers; whether they may retain an outstanding young teacher over one with greater seniority during layoffs; whether they must give internal job applicants priority over new hires for vacant positions; whether transferring teachers may “bump” less senior teachers from their jobs; and whether school leaders must transfer the most junior teacher in a certification area if transfers are necessary. The district reported to NCTQ, however, that in practice internal job applicants do have priority and transferring teachers do have “bumping” rights; therefore, the district received an F for that component. Tenure rules in Virginia Beach, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C- (71st percentile)

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

Virginia Beach board policy is silent on whether schools must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday and whether school leaders may subcontract school operations to nonunion workers. Board policy gives school leaders the flexibility to set the length of faculty meetings, but its grade in this category suffers for requiring schools to grant teachers leave to attend union activities.

Conclusion

Of the eleven indicators on which it was graded, Virginia Beach receives only two grades above C+, suggesting that school leaders enjoy few real guarantees of flexibility. To better equip its school leaders with the authority they need to manage their schools effectively, the Virginia Beach School Board should consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy allows this for some forms but is silent on others.)
2. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy is silent on the former and bars the latter.)
3. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
4. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy is silent on all three indicators directly addressing teacher transfers.)
6. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

In addition, the board should amend policies that:

- 7 allow classroom teachers to miss instructional time in order to attend union activities.

* 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, as in Virginia, 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.

Wake County Schools (Raleigh, NC)

GPA: 1.98

Rank: 15th place out of 50

*Documents Examined: Board policies (Collective bargaining is not practiced in North Carolina)**

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 man-

age their schools in a professional manner. A grade of C generally means the agreement (or, as in this case, district policy) 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.

Wake County'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: 1.98 (15th place out of 50)

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

Wake County receives a disappointing Somewhat Restrictive rating for its 1.98 GPA, ranking fifteenth among the fifty districts studied—and last among the three North Carolina districts examined here. The district is among the “quietest” in this study; of the eleven indicators on which the district was graded, Wake County received nine Cs, all reflecting that board policy is silent on the issues in question.

Compensation: D+ (29th percentile)

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

Board policy in Wake County is silent on whether schools may raise starting teacher salaries for previous experience teaching in a private school or college, or working in a subject-related profession. It is also silent on whether schools may reward teachers on the basis of performance or for teaching in high-needs schools. Board policy does, however, bar schools from paying teachers extra for teaching shortage subjects, earning the district an F for that component.

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

Personnel Policies: C+ (71st percentile)

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

Wake County board policy is silent on whether school leaders may factor student performance, including standardized test results, into teacher evaluations; whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority; whether schools must give internal job applicants priority over new hires for vacant positions; whether transferring teachers may “bump” less senior teachers from their jobs; and whether school leaders should select the most the most junior teacher in a certification area when transfers are necessary. The district reported to NCTQ, however, that in practice internal applicants are not given priority and senior teachers do not have bumping rights, raising Wake County’s grade for that component to a B+. Tenure rules in Wake County, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

Work Rules: C (82nd percentile)

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

Wake County receives a C for every component in this category, due to its silence on whether teachers must be given salary credit and/or stipends for professional development activities outside the scheduled workday; whether school leaders may subcontract school operations to nonunion workers; whether the length of faculty meetings is capped; whether time at such meetings must be allotted to union matters; and whether school leaders must grant teachers leave for union activities.

Conclusion

Judging by the prevalence of Cs on its report card, all of which reflect responses of “not stated,” it appears that the Wake County Board of Education prefers silence in key areas where school leaders demand flexibility. While such reticence is clearly preferable to putting up roadblocks to effective leadership, the board could still go much further in securing for school leaders with the flexibility they need to manage their schools effectively. The Board of Education should therefore consider explicitly conferring on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (Board policy is silent on this issue.)
2. reward teachers on the basis of performance. (Board policy is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (Board policy is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (Board policy is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (Board policy is silent on this issue.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Board policy is silent on all three indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (Board policy is silent on this issue.)

* 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, as in North Carolina, 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.



1016 16th St. NW • 8th Floor • Washington, DC 20036 • 202.223.5452 • 202.223.9226 Fax • www.edexcellence.net

*The Thomas B. Fordham Institute is neither connected with nor sponsored by Fordham University.
Copies of this report are available electronically or in hard copy by visiting our website, www.edexcellence.net/institute*