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Invisible Ink in Collective Bargaining:
Why Key Issues Are Not Addressed

By Emily Cohen, Kate Walsh and RiShawn Biddle

As a number of big school districts around the country such as San Diego, Broward County, and Philadelphia hammer out new teacher contracts over the next few months, both sides will no doubt bring laundry lists of "must-haves" to the bargaining table. The common assumption is that the important action happens when district administrators and union representatives sit down at the bargaining table. Yet the reality is that well before anyone meets to negotiate a collective bargaining agreement, many issues will have already been decided.

State legislators and other state-level policymakers crafting state laws and regulation, not those bargaining at the local level, decide some of the most important rules governing the teaching profession. Though the teacher contract still figures prominently on such issues as teacher pay and the schedule of the school day, it is by no means the monolithic authority that many presume it to be. In fact, on the most critical issues of the teaching profession, the state is the real powerhouse. State law dictates how often teachers must be evaluated, when teachers can earn tenure, the benefits they'll receive, and even the rules for firing a teacher.

A recent example out of New York State illustrates the growing authority of the state legislature in shaping rules that were traditionally in the purview of the local school district. Last year New York City Public Schools sought to change the process for awarding teachers tenure by factoring in student data. The local teachers' union, the United Federation of Teachers protested the district's new policy, not through a local grievance (because the union, by state law, had no say on tenure issues), but by lobbying state legislatures to pass a bill that would effectively make the district's action illegal.[1] Guided by the heavy hand of the state teachers' union and the UFT, the New York State Legislature blocked New York City's tenure changes by embedding a provision in the 2008-2009 budget that made it *illegal to consider a teacher's job performance as a factor in the tenure process*.[2] The placement of the provision in the large, unwieldy budget virtually assured the union of a win, as few legislators or the governor would have been prepared to have the budget go down on the basis of a single provision.

Teachers' unions are quite aware of the importance of state legislatures for their

1 Cohoes City School Dist. v. Cohoes Teachers Assn., 40 N.Y.2d 774, 390 N.Y.S.2d 53, 54, 358 N.E.2d 878 (1976); see also Patchogue-Medford Congress of Teachers v. Patchogue-Medford Union Free School Dist., 29 PERB 4522 (1996) ("the ultimate decision regarding the granting or withhold of tenure is not negotiable").

2 New York State Assembly, Bill Text S06807, <http://www.assembly.state.ny.us/leg/?bn=S06807&sh=t>.

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mission, as evidenced by examples such as the one above and certainly their large contributions to friendly legislators' campaigns. However, there is little evidence that they try and dispel the misconceptions held by others as to where their power and influence reside. Speaking before a group of education reformers, American Federation of Teachers President Randi Weingarten observed that if "collective bargaining is so bad for schools, then student outcomes should be better in states where there is no collective bargaining, but they're not."[3] As we will show (and as Ms. Weingarten surely already knows), states lacking the right to collectively bargain have simply substituted the state legislature for the local bargaining table; in districts with collective bargaining, the state legislature still may serve as a more efficient conduit for "teacher friendly" legislation than does the local bargaining process.

LESSONS LEARNED BY NCTQ

Several years ago, the National Council on Teacher Quality (NCTQ) began collecting teacher contracts from all over the country in order to post them on a single website with the goal of creating an easily accessible source to learn more about collective bargaining agreements. We also hoped to encourage others to learn more about the policies governing teachers.

In 2007 we launched this new website called TR^3 (*Teacher Rules, Roles and Rights*). We began with the teacher contracts pulled from the 50 largest school districts in the United States, as well as other important documents all from the local level, such as personnel handbooks, salary schedules, and school calendars.

To make these unwieldy documents more accessible and clearly understood, we coded them against nearly 350 unique criteria dealing with such topics as class size requirements, salary, and school safety issues. This enables online visitors to easily locate specific policies and make comparisons among districts and states (see Appendix for the list of common data).

It was in the process of coding the local level documents for the original 50 districts that we began to understand that we were telling only part of the story. We had expected to find a lot of language protecting teachers and explicitly reducing the flexibility of schools and administrators, only to find that the contracts and board policies were silent. There were glaring gaps on issues that we knew teachers cared a lot about and would want built into a contract. We began to realize that much of what seemed to be missing from local level documents was instead contained in state laws.

If a mathematical equation can be used to describe how decisions are made, here was our thinking before we built TR^3:

local school district + teachers' union = teacher contract = teacher rules

Hundreds of thousands of pages later, we now know the equation looks much more like this:

$$\frac{\text{(state school board + teacher contract) +/- (the courts) +/- (labor relations board) +/- (state attorney general)}}{\text{state legislature}} = \text{teacher rules}$$

With the state legislature as the engine, it is the *combination* of state law, state regulations (which interpret those laws), the local teacher contracts, and local school board policies (which exist within the framework of state law) that determine how the teacher profession is governed. Together, these four authorities serve as a mighty force. If the legislature enjoys

3 Remarks made at the annual meeting of the New School Venture Fund, Washington, May 20, 2008.

a friendly relationship with the teachers' union, the result is often policies that may put the protection of current teachers first, even when it is not in the best interest of raising teacher quality overall or in the interest of school children. Cases where the legislature has an overtly adversarial relationship with the teachers' union are often the result of policies that consider the needs of students and teacher quality over the interests of current teachers.

With this realization, we recognized the need to add to the site decisions made at the state level. TR[3] now contains the state laws and regulations from all 50 states that pertain to teachers. We also added another 50 districts so that every state has at least one school district on the site. Online visitors can now retrieve data from the nation's 75 largest school districts, in addition to the largest districts in the 25 least-populated states.

WHY WE KNOW SO LITTLE

How can something so fundamental as the preeminent authority of the state be so misunderstood?

First, the media pay little attention to teacher governance issues. Unless there is a threat of a teacher strike, the media rarely cover the negotiating process or the resulting effects of these rules on teachers. The occasional bill introduced in the legislature may get some attention, but few have focused on the outsized influence of the teacher union in statehouses. Richard Colvin of the Hechinger Institute, a group dedicated to helping reporters write thoughtfully about education issues, has long been frustrated by the lack of coverage on collective bargaining. He explains, "The fact that parties to one of the most important negotiations in any community choose to keep them private doesn't absolve reporters from the responsibility to dig and find out what both parties are proposing and whether it would contribute or serve to undermine student achievement."[4]

Secondly, at the local level few involved in the bargaining process are particularly eager to engage the media. Neither the school district nor the teachers' union may be motivated to encourage public involvement or interest in the process, especially if talks are already brimming with contention. Districts and union leadership often marginalize advocacy groups for the same reasons.

Third, and perhaps most telling, few scholars have chosen to study collective bargaining, teachers' unions, or even the role of states in public education. In preparation for this paper, we had great difficulty identifying any scholar who had studied the origin and history of state involvement in public education as a broader issue, and none who had specialized in issues specific to teachers.[5] "Given the importance of this topic," write researchers Susan Moore Johnson and Morgaen Donaldson, "surprisingly little research is available." They attribute the lack of scholarship to the relative secrecy surrounding contract negotiations.[6]

Absent Knowledge, Ideology Rules

With so little coverage and research to rely upon, people tend to approach this issue saddled with their own biases about collective bargaining and, more generally speaking, teachers' unions. Union advocates argue that without collective bargaining, teacher salaries would be lower, teachers would be summarily dismissed for any

4 Fredrick M. Hess and Martin R. West, A Better Bargain: Overhauling Teacher Collective Bargaining for the 21st Century (Washington: AEI Publications, 2006) 20-21. Colvin also produced a pamphlet for journalists entitled From Contracts to Classrooms: Covering Teachers' Unions.

5 An exception is Tracy L. Steffes, Assistant Professor of Education and History at Brown University. Dr. Steffers has written on the state role in shaping education policy. Refer to her essay "Solving the 'Rural School Problem': New State Aid, Standards, and Supervision of Local Schools, 1900–1933." History of Education Quarterly 48 (Spring 2008).

6 Susan Moore Johnson and Morgaen Donaldson, "The Effects of Collective Bargaining on Teacher Quality," Collective Bargaining in Education, ed. Jane Hannaway and Andrew J. Rotherham (Boston: Harvard Education Press, 2006): 111-140.

reason, and class sizes would escalate. There is also a presumption that what is good for teachers is good for students, as expressed by UFT leader Leo Casey: "The working conditions of teachers are, in significant measures, the learning conditions of students, and so improvements in the work lives of teachers generally translate into improvements in the learning conditions of students."[7]

For their part, union critics castigate collective bargaining for the degree to which it ends up protecting incompetent teachers and for opposing efforts to reward merit.[8] Terry Moe, a staunch critic of teachers' unions ascribes only self-interest to unions: "Their survival and well-being depend on their ability to attract members and resources, and these define their fundamental interests. It follows that the unions have an interest in pushing for stronger collective bargaining laws, because these enhance their success in gaining members and resources. They have an interest in pressing for reduced class sizes, and in other ways increasing the demand for teachers."[9]

Better data and more transparency can dismantle myths and assumptions about collective bargaining and the role of unions, calling to task ideologically based positions. It is the surest path to achieving more informed negotiations and responsible results out of statehouses and decisions that are geared toward the best interests of school children.

STATE ROLE BEGINS WITH ESTABLISHING THE SCOPE OF BARGAINING

Appreciating a more complex interpretation of teacher rules and protections requires a grasp of "scope of bargaining" laws. As states have authority over public school governance in general, states decide whether or not districts can even engage in collective bargaining. Currently, all but five states either require or permit school districts to bargain a contract with the local teachers' union.

Not only do states define the obligation of districts to bargain, they also decide what issues can be negotiated. For instance, in California and Massachusetts class size is a mandatory subject of bargaining, but in Maryland and Oregon it is prohibited. Layoff policies are a required subject of bargaining in Nevada and Iowa, but banned in Hawaii. Each state has its own labor context and history for why certain issues are allowed on the negotiating table.

As we have already noted, many observers presume that districts in the five states without collective bargaining operate their schools with considerably more leeway than districts in collective bargaining states. In fact, we learned that the absence of a collective bargaining agreement may simply mean that the provisions often found in contracts are embedded elsewhere, such as local school board policies (usually the result of informal consultation with the local teachers' association) or, critically, in state laws and regulations. Here are just a few examples:

- Nearly every single district in the country, regardless of whether there is a collective bargaining agreement, grants teachers a

7 Leo Casey, "The Educational Value of Democratic Voice: A Defense of Collective Bargaining in American Education," Collective Bargaining in Education, ed. Jane Hannaway and Andrew J. Rotherham (Boston: Harvard Education Press, 2006): 181-201.
8 Richard Kahlenberg, "The History of Collective Bargaining among Teachers," Collective Bargaining in Education, ed. Jane Hannaway and Andrew J. Rotherham (Boston: Harvard Education Press, 2006): 7-25.
9 Terry Moe, "Union Power and the Education of Children," Collective Bargaining in Education, ed. Jane Hannaway and Andrew J. Rotherham (Boston: Harvard Education Press, 2006): 229-255.

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similar amount of personal and sick leave each year (10 days on average).

- Teachers are generally given the same amount of time to prepare their lessons, a standard of one period a day, regardless of whether they negotiate a contract.
- Seniority provisions look virtually the same in Houston, which does not have a collective bargaining agreement, as they do in Philadelphia, which has the reputation of having one of the most rigid collective bargaining agreements.
- The practice of "bumping" — in which a more senior teacher can simply bump another teacher from a position — occurs in districts without agreements (e.g., Mobile, Alabama and Fort Worth, Texas) just as it does in districts with agreements (e.g., Los Angeles, California and Anne Arundel County, Maryland).

Minor differences in how to interpret the statutory language concerning what issues the state says can be bargained can result in major differences in opinion between the local district and union. Even when the statutory language is explicit, districts and unions still sit down in pre-negotiation meetings to determine what will be discussed in the formal negotiations.

For example, most every state with a public-sector collective bargaining statute will use terminology relating to "wages, hours, terms and conditions of employment" in their scope of bargaining statute. While the language may appear to be similar across states, its interpretation and application at the local bargaining table can differ greatly. Often the scope of bargaining statutes leaves questions as to where control over certain matters lies. Districts' and unions' interpretations of such seemingly straightforward language as "wages, hours, terms and conditions of employment" provide a good illustration of this power struggle. School districts are likely to interpret that phrase as narrowly as possible, while unions opt for the broadest interpretations.

Differences in interpretation frequently make their way into the judicial system for resolution, which is how the courts, as well as state labor relations boards, state school boards, or the state's attorney general, earn their place in our equation. Here are some examples:

- **The courts:** Illinois statute deems layoffs to be a permissive subject of bargaining, meaning it is up to the employer and union to decide to make this a negotiated issue. But the ambiguity in the state's language brought the case before a judge, who clarified that only "economically motivated layoffs" could be construed as a mandatory subject of bargaining (leaving us wondering what layoffs are not economically motivated).
- **State's attorney general:** The Florida attorney general ruled that since the state employee relations board does not provide a definitive answer as to what constitutes a proper subject of bargaining (in response to a case of the negotiation of health insurance for employees' dependents), "matters included in a collectively bargained agreement can be all encompassing and may in fact touch almost every element and facet of the relationship…when authorized by law."[10] Subsequently, health insurance became a proper subject of negotiations through this ruling.
- **Labor relations boards:** The Maryland State Labor Relations Board ruled on a number of issues that are prohibited topics of negotiations, including the start date of the school year. Previously, only the length of the student school years was explicitly stated as a prohibited subject of negotiations.

10 Florida Attorney General: Advisory Legal Opinion, No. 72 (1977). It ruled that negotiation over health insurance coverage for employees' dependents was proper subject of bargaining.

In sum, before representatives for the two sides sit down at a negotiating table, states have already decided *if* a district is allowed to negotiate and *what* a district is allowed to negotiate. And occasionally, as happened in New York City, if the state does not like a district policy it has the authority to override it. As we have learned, states have taken many issues such as evaluation, tenure, and dismissal off the negotiating table and codified them into state law.

From the perspective of the teachers' unions, why not? It may be hard to pass a state law, but once passed there is no clock ticking on its expiration as there would be if it were part of a collective bargaining agreement. State law also eliminates the need to negotiate an issue in multiple districts. California, for instance, has 1,128 school districts. It makes more sense for an organization, union, or advocacy group to lobby a single legislature than it does to negotiate 1,128 separate contracts. Unfortunately, what may be most efficient from a union perspective requires a strategy that removes decision-making from the ground level, increasing the likelihood that students' needs are not sufficiently considered.

KEY EXAMPLES OF STATE INFLUENCE

Here are a few key examples of issues that many assume are the sole purview of the collective bargaining agreement but which state laws and regulations critically and fundamentally shape.

Teacher Tenure

Surprisingly, neither teachers' unions nor state legislatures look upon tenure as an honor conferred upon a teacher who is found by some measure to be effective. In their view, tenure at the PK-12 level is a *right* that should be conferred to all employed teachers with a few years of satisfactory teaching experience. The fact that this interpretation differs significantly from how higher education views tenure is in part due to the context in which tenure laws in K-12 education originated. Before collective bargaining and unionization, teachers could be fired for virtually any cause, including pregnancy or disagreeing with a supervisor. Unions have worked hard to ensure that tenure status equates with the right to due process and is viewed as an equity law, a distinction that bears little relationship to a teacher's actual impact or effectiveness in producing student learning gains.

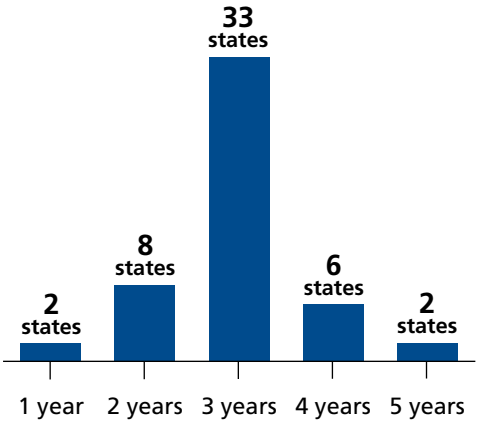
In terms of teachers' rights for due process, there are two kinds of teachers: those with tenure (also known as "continuing contract" status) and those without it. A veteran teacher with tenure receives preferential treatment over newer teachers in everything from school assignment to dismissal procedures. Tenure also plays a role in how frequently a teacher is evaluated, typically ranging from a couple of times a year for the untenured teacher to as seldom as once every five years for the tenured teacher.

Consequently, tenure is hugely important to teachers. Yet look at any contract and very little is said about tenure, particularly about the process by which it is conferred. Take Los Angeles Unified's collective bargaining agreement as an example. While the contract is nearly 350 pages long, it does not contain anything more than a passing reference to tenure.

The absence of language is because states, not districts, decide when teachers should be eligible for tenure. Every single state has a policy regarding tenure, *yet it is only mentioned in a third of the contracts or board policies in the 100 TR[3] districts*. All states have decided that tenure should come early on in a teacher's career, far sooner than in higher education. Just eight states (Connecticut, Kentucky, Illinois, Michigan, North Carolina, South Dakota, Indiana, and Missouri) require teachers to wait four or five years before gaining tenure. In all other states, teachers qualify for tenure in three years or less. In Nevada, while the

standard probationary period for teachers is two years, a clause in the state statute allows teachers to qualify for tenure within a *single* year provided they have three consecutive satisfactory evaluations. Mississippi and North Dakota also grant teachers tenure after just one year in the classroom.

Number of years of experience required for tenure



Apart from the number of years that a teacher serves, state laws tend to put only one other condition on a teacher's eligibility for tenure: a record of satisfactory evaluations, an achievement that few teachers fail to earn. Louisiana state law illustrates the relative ease in earning tenure: "Such probationary teacher shall automatically become a regular and permanent teacher in the employ of the school board of the parish or city, as the case may be, in which he has successfully served his three-year probationary term."[11]

Conceivably, a district could impose a more rigorous tenure requirement than the minimum established by the state, though doing so would be difficult to negotiate in any collective bargaining agreement and politically unfeasible. As we have already noted, New York City's recent effort to require performance to be considered was squashed by the New York State Legislature.

Evaluations

Few people, including teachers' unions and school administrators, will defend current evaluation systems, which are commonly viewed as perfunctory and sloppily administered. Any effort to factor in a teacher's impact on student performance is generally met with skepticism over issues of fairness and reliability. As a consequence, many evaluations fail to consider teacher effectiveness.

Practically speaking, the evaluation process provides school leadership with the most efficient opportunity to assess a teacher's performance, an important mechanism that benefits not just weak teachers, but strong teachers as well. Ideally, evaluations should serve as a professional development opportunity, helping teachers of varied skill levels, by pointing out strengths and weaknesses. Documenting poor performance on an evaluation is generally the most effective way to initiate a dismissal (though it has been well chronicled that most principals loathe giving low ratings to members of their faculty). As we have already noted, the only condition that a teacher generally ever has to meet to qualify for tenure in addition to two or three years of experience is a satisfactory evaluation rating on the teacher evaluation instrument. Consequently, the nature and frequency of evaluations are of crucial importance.

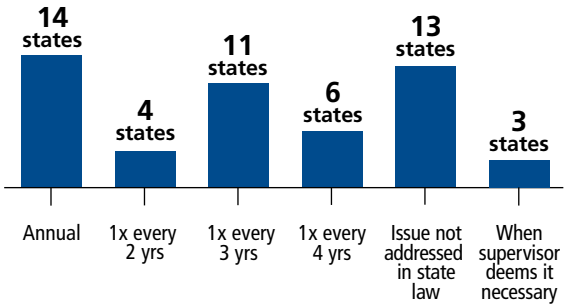
Although states do not employ teachers (districts do), states play a central role in policies on teacher evaluation. Most states require evaluations only every two or three years. Only 13 states require annual evaluations of the performance of tenured instructors. A tenured teacher in North Carolina receives one summative evaluation every five years. In Texas, teachers may themselves decide if they want to be evaluated, provided they were rated at least "proficient" on a previous rating, a right that extends through five years.

11 Louisiana Revised Statute 17:442. Probation and Tenure of Parish or City School Teachers.

States often establish the minimum number of times that a teacher must be evaluated, with districts usually adopting the state minimum to serve as the standard protocol. The minimum therefore becomes the de facto maximum.

There are notable exceptions. For example, while Illinois requires evaluations every two years for tenured teachers, Chicago requires annual evaluations for all of its teachers. Most districts, however, are unlike Chicago and simply choose to adopt the state policy. Out of the 100 school districts in the TR[3] sample, only 14 local contracts stipulate that an evaluation shall occur at a different interval than the state minimum.

Frequency of evaluations for tenured teachers



Although most states have policies regarding the frequency of teacher evaluation, far fewer choose to weigh in on the substance of the evaluation. (In this era of accountability, more states are electing to weigh in on substance.) Only six states require districts to use an evaluation instrument that the state has designed.[12] Without requiring the use of a specific instrument, nine states require districts to consider certain factors by which to judge a teacher.

Just what criteria are considered in different states reveals an important divergence, generally aligned with how powerful the teachers' union is in a particular state. In states with strong unions, like New York, Pennsylvania, and Hawaii, the state actually prohibits its districts from considering measures based on student test results, a view that aligns with the positions of both national teachers' unions. In states with weaker unions, like Florida and Tennessee, the legislatures require districts to consider such measures of student performance on their teacher evaluation instruments.

Comparatively more districts demonstrate interest in drawing a connection between teacher performance and student learning. Nearly a third of the TR[3] districts require student performance (however measured) to factor into the evaluation of a teacher on a continuing contract. Still, the clear majority of districts remain silent on the issue or their policy is simply too ambiguous to determine if student performance is factored into a teacher's evaluation in a meaningful way.

Dismissal

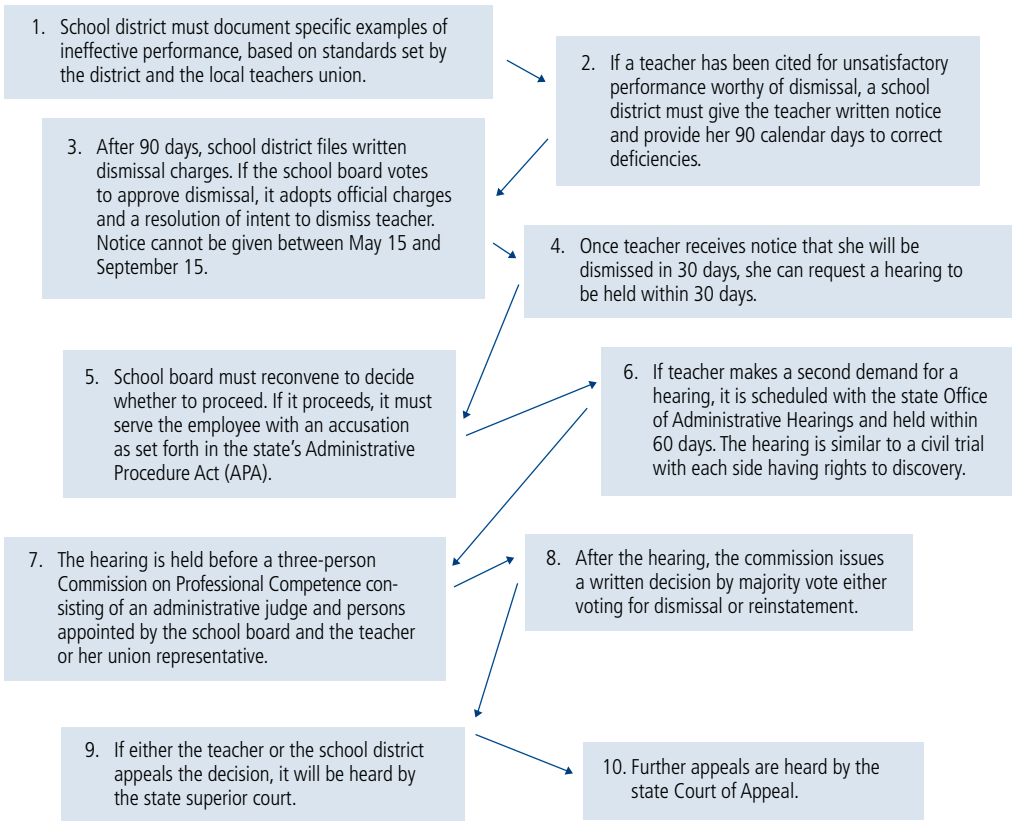
Philadelphia's collective bargaining agreement exemplifies the role of states in shaping the rules that govern teacher dismissal. While the 275-page contract between the district and its union, the Philadelphia Federation of Teachers, includes a lot of language on the subject of salary schedules, grievance procedures, and stipends for classroom materials, there is nary a reference to the district's dismissal policies.

Only a third of the nation's 50 largest districts prescribe the procedures that must be followed in order to dismiss a weak teacher. While teacher contracts often lay out the steps a district must take to help a teacher who is found to be weak, they typically stop short of suggesting that some teachers may still be underperforming or ineffective in reaching students, even after having received additional support and professional development.

Half of all states, in contrast, set forth procedures for dismissal with great specificity,

12 Five other states provide a model for teacher evaluations, but allow districts to modify it according to local needs.

How ineffective teachers are dismissed in California



Sources: California Legislative Analyst's Office; California Office of Administrative Hearings.

typically including the number and duration of appeals, compensation during appeals, and even whether or not a teacher can stay in the classroom during this period. These procedures are time-intensive, often taking two to three years to complete.

- California's dismissal process includes 10 different steps that must be taken before the dismissal is finalized, perhaps explaining why just 100 dismissal hearings were heard in the state between 1996 and 2005, according to the state's Legislative Analyst's Office.

What happens when both districts and states lack language prescribing the process for dismissal? It is not clear. In the absence of an explicit process, principals often complain that teachers end up being passed from one school to the next, though that surely happens in other districts with more explicit policies as well, in what is pejoratively referred to as the "dance of the lemons."

Class Size

Politicians at the national, state, and local level will frequently call for a reduction in class size, a suggestion that is a certain crowd pleaser. Unfortunately, there is no research showing that incremental reductions in class size of a few students per class will improve student achievement.[13] Still, it is an issue that unions tend to have high on their legislative agendas.

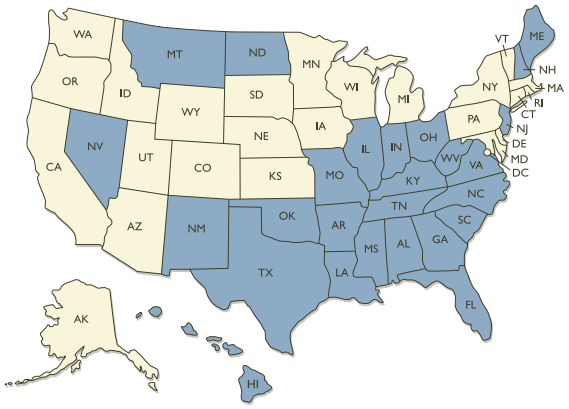
Nearly half of all states have a law or regulation mandating that their school districts limit class size. California, for example, spent $1.8 billion during the 2006-2007 fiscal year on its class-size reduction initia-

13 Eric A. Hanushek, "Improving Student Achievement: Is Reducing Class Size the Answer?," Progressive Policy Institute, Washington, June 1998; "The Evidence on Class Size," W. Allen Wallis Institute of Political Economy, U. of Rochester, February 1998.

tives. States are allocating about half of the annual three billion federal dollars that they receive under Title II funds to class size reduction.

Where states do not impose class size requirements on districts, districts will set limits. Of the 26 states that leave it to districts to decide, only a handful of the TR[3] districts do not have a policy on the issue in either the collective bargaining agreement or board policy.[14] Neither states nor districts may fully appreciate the cost of these initiatives and the degree to which they rule out other reforms that might be more effective. However, there is no question that states are less capable of accommodating and adjusting for districts' constraints on physical space and access to a larger teaching pool.

States with class size policies



State with class size policy
State with no class size policy

Salary

Teacher salaries are one area in which districts — for the most part — call the shots. Although states often set minimum salaries, this exercise has little impact. Largely, states leave it to districts (and unions) to decide the exact amount of pay at each step of the salary table, though states nonetheless often set the salary structure of when (annually) and how (by taking advanced coursework) teachers are awarded raises.

Eight states set the minimum salary that all teachers in a state must earn, a relatively meaningless figure as it is usually well below what districts actually pay. For example, Louisiana and South Carolina have minimum salary requirements on the books that reflect salaries teachers would have earned decades ago. There are, however, exceptions. In West Virginia, state law requires that no district can pay teachers more than 10 percent above other districts in the state, keeping wages lower than some districts would otherwise be able and willing to pay.

Eighteen other states spell out the terms under which teachers may earn a raise. Reflecting the view of many employers, states believe teachers should be rewarded for their loyalty, paying them more money the longer they stay in the district. More controversial is their practice of awarding significant pay increases to teachers who have master's degrees, which research suggests does nothing to enhance a teacher's effectiveness.[15] Of the 26 states that have specific salary guidelines, 18 have requirements that effectively require districts to reward higher salaries based on advanced credits.

Furthermore, state teacher licensure requirements in over 30 states make earning a master's degree the most prominent requirement for advancing to a non-probationary license. This requirement is another, albeit indirect, way of sending strong signals to districts on how to structure pay and reward teachers.

14 It is important to note that among the states that defer to districts to set limits on class size, several have special state grant programs that award money to help districts with the costs of reducing class size. Furthermore, Federal Title II funds often go toward class size reduction, money that nearly all states receive. TR[3] does not capture this information.

15 This is perhaps the most conclusive finding in the research on the relationship between certain attributes and student achievement. For a few examples, see R.G. Ehrenberg and D. Brewer, "Do School and Teacher Characteristics Matter? Evidence from High School and Beyond," Economics of Education Review (1994). And B. Rowan, R. Correnti, and R. Miller, "What Large-Scale, Survey Research Tells Us About Teacher Effects On Student Achievement: Insights from the Prospects Study of Elementary Schools," Consortium for Policy Research in Education, U. of Pennsylvania, Graduate School of Education (2002).

Pay Reform

States play a more integral role in other aspects of teacher compensation, particularly in ways to pay teachers for increased student achievement and make salaries more sensitive to the marketplace rules of supply and demand. Twenty states offer additional pay to teachers who take assignments in high-poverty schools. Fifteen offer additional pay for teachers in critical shortage areas such as math, ESL, and special education. In Louisiana, a math teacher can get a bonus of 10 percent of her salary or up to $3,000 for four years. In Massachusetts, a teacher can get $20,000 for teaching science over four consecutive years in the classroom.

Sixteen states offer some form of performance pay. For example, in California, superior teachers may be awarded a one-time bonus of $25,000; while in Texas, teachers who help their highly disadvantaged schools achieve academic ratings of "superior" or higher over a two-year period can earn a bonus of at least $3,000.

While many districts have embraced pay reforms, most of these plans are occurring in locales that also have a state-level compensation reform initiative. Only a handful of districts such as Anne Arundel County, Maryland and Denver, Colorado have initiated such programs without state policy first providing the impetus.

Fringe Benefits

While most employee benefits get decided at the local level, states intervene on one important benefit: sick leave. Thirty states have policies governing some aspect of sick leave, such as how many days are given a year or whether teachers can be compensated for unused leave at retirement. Ten states set minimums standards for districts regarding the number of sick days a teacher can take each year at full pay. Fourteen states set the terms for teachers' use of personal leave.

In some cases, such as in Ohio, state involvement in leave reimbursement dates back to budget crunches in the 1980s when teacher wages were not keeping up with those in other states. States offered sick leave compensation packages for teachers as a way to balance lower salaries. Just as it is with language in collective bargaining agreements, once something is written into law, it generally becomes a permanent fixture in the policy landscape, often regardless of changes in climate that might negate the need for such policies.

Typically, local contracts and board policies reflect the state's policy on sick leave. Occasionally a district will exceed the minimum guarantees established by the state.

Interestingly, all four of the Georgia school districts in the TR^3 sample — Cobb, Fulton, Gwinnett, and DeKalb — far surpass the state's minimum. Cobb and DeKalb each allow teachers to accumulate up to 120 days of unused sick leave; Gwinnett County allows up to 150 days; and Fulton County allows up to 190, which is more than the total number of days in a full school year. Teachers may cash in any unused days at their retirement, often accruing the equivalent of nearly a year's salary.

WHY STATES ARE CALLING THE SHOTS

States' growing role in teacher governance, beyond setting the conditions under which collective bargaining may occur, reflects dramatic changes in the education landscape that began over a century ago. States began to actively insert themselves in public education early in the 20th century, but a number of factors over the past five decades have tipped the scales to states over districts. Lawsuits demanding equitable or adequate school funding, the maturation of the teachers' unions, the growth of the education reform movement, and increasing federal legislation stand out as four of the primary factors contributing to state dominance.

Lawsuits

Lawsuits beginning in the 1970s challenged state education finance systems, shifting the burden of school finance from districts to states in an effort to equalize the funding that schools receive. The U.S. Supreme Court rejected the arguments that education is a fundamental right and that unequal state funding violates the U.S. Constitution.[16] This decision shifted litigation to the state level. According to the National Access Network, a group that focuses on school funding equity, state courts played a role in education finance litigation as early as 1819 in Massachusetts. The more recent encroachment of the courts into the education arena began with the 1971 California Supreme Court ruling of *Serrano v. Priest*. That case decided that education is a fundamental constitutional right and that California's education finance system violated its constitution's equal protection clause.[17]

Subsequent to that case, throughout the 1970s and 1980s, nearly every state faced some sort of lawsuit on the basis of equity claims, though plaintiffs lost as much as they won. It was not until the discourse shifted from equity in funding to adequacy that plaintiffs were successful. The plaintiffs argued that more or less equal funding did not necessarily raise educational quality to a level adequate for children to participate in a democracy or compete in a global economy. "Equalizing tax capacity does not by itself equalize education. The educationally relevant disparities not only reflect the tax base inequalities, but local political and administrative choices as well, not to mention the impact of preexisting differences in the students and their milieus."[18]

The *adequacy* lawsuits not only led to greater fiscal ownership on the part of states for public education, but they also marked the beginning of the standards movement.[19]

Union Emergence

During the latter half of the last century, collective bargaining also gained steam. As the private sector labor movement grew in the 1950s, public sector workers, particularly teachers, saw the need for collective bargaining in the face of poor working conditions, low wages, and favoritism in hiring and placement decisions. The first real breakthrough came in New York City in the 1960s, with Al Shanker leading the way. Soon after in 1962, President Kennedy issued an executive order that allowed federal workers to bargain collectively, helping to validate the notion of public sector collective bargaining.[20] In less than seven years (1967 to 1974), the number of states mandating collective bargaining quadrupled from 9 to 36 (including the District of Columbia).[21] It's a right conferred entirely by states, as federal law grants states the authority to decide if *public sector* employees can bargain collectively with employers.

As unions have matured, their leaders have realized that it is more efficient to lobby state legislatures on particular provisions than to negotiate district by district every few years as contracts expire. Perhaps it is with some irony that statehouses, which confer the right to collectively bargain, have become the preferred vehicle for change, allowing unions to bypass negotiations

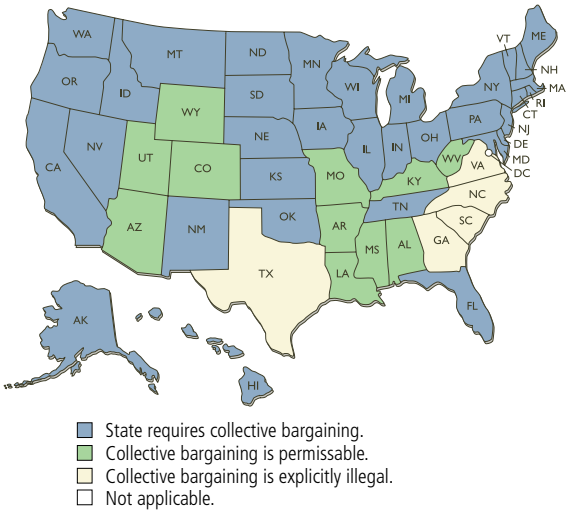
16 San Antonio Independent School District v. Rodriguez, 411 US 1 (1973).
17 National Access Network, School Funding Litigation Overview, March 2007, <http://www.schoolfunding.info/litigation/overview.php3>.
18 Peter Enrich, "Leaving Equality Behind: New Directions in School Finance Reform," Vanderbilt Law Review 48 (1995): 101.
19 Michael A. Rebell, "Education, Adequacy, Democracy and the Courts," Studies in Judicial Remedies and Public Engagement Vol. 2 (May 2001).
20 Richard Kahlenberg, "The History of Collective Bargaining Among Teachers," Collective Bargaining in Education, ed. Jane Hannaway and Andrew J. Rotherham (Boston: Harvard Education Press, 2006): 7-25.
21 Randall W. Eberts, "Teachers Unions and Student Performance: Help or Hindrance?," The Future of Children 17.1 (Spring 2007): 175-200.

Invisible Ink in Collective Bargaining

National Council on Teacher Quality

with district-level managers, restrict management's bargaining power, and maintain the status quo in their favor.

Legality of collective bargaining



While teachers' unions are not the only group to influence state legislatures, generally speaking, they enjoy many advantages over other groups likely to have an interest in education.

First, their interests are narrowly defined, meaning they can go after an issue with laser-like focus. Business groups such as state chambers of commerce or the state chapter of the ACLU tend to have a broader legislative agenda than do teachers' unions, meaning that unions can promote a bill without distraction or having to decide if some other legislation deserves greater priority.

Along the same lines, apart from the budget committees, the legislative agenda of teachers' unions typically resides almost entirely in house and senate education committees, allowing unions to fully cultivate relationships with those committee members rather than members across multiple committees.

Unions also benefit, because unlike many other advocacy groups, they are a membership organization (in one of the largest professions in the country). This gives them a steady stream of income that other education organizations, such as charter school groups, do not have as they typically rely on grants and donations. As a result, this income makes unions generally flush with discretionary funds to build campaign war chests and contribute to lobbying efforts.

Furthermore, as one of the largest professions in the country with extremely high rates of union membership, unions have a block of votes they can count on should they need to press for one outcome or another. This makes unions a force that legislators want to cultivate as much as the unions want to cultivate the legislators. Conversely, they are a force that legislators ignore at their peril.

Finally, unions tend to be highly skilled on the legislative front. They do not just gear up one time to champion a single bill for a particular legislative session, but they are able to maintain a strong, organized presence from year to year. If a bill loses one year, they are usually fully prepared and funded to come back a second time around. Unions generally employ professional lobbyists to stay on top of issues, a luxury many districts find that their hard-pressed budgets cannot support. District leadership is hindered by the lack of time, as they have to fit in any lobbying efforts with running a school system. Meeting with legislators, testifying before committees, even traveling to a distant state capitol all require taking time away from district business. State union affiliates, on the other hand, typically have full-time paid staff devoted to producing a successful outcome from the legislature.

To see just where union efforts leads in practical terms (the people and places it goes) one only need to look so far as campaign finance disclosures. For example, the Washington Education Association spent $226,550 on Democratic campaigns in 2006 and only $5,575 on Republican campaigns, although most of their political expenditures ($615,000!) went to ballot

measures. Take California Governor Schwarzenegger's Proposition 74, which sought to increase the years before tenure can be granted from two to five years. Despite heavy investment in support of the initiative, voters soundly defeated it. Union efforts to oppose the ballot amounted to nearly $15 million.

Education Reform Movement

Unions and the education reform movement are often on opposing sides of issues, but both groups perceive it in their interest to increase the amount of authority wielded by states. In fact, a good amount of the steam for the education reform movement has come from the nation's governors, particularly Southern governors. In 1986, three years after the birth of the education reform movement with the publication of *A Nation at Risk*, some 250 state-level task forces were launched to spur school reform efforts.[22]

Education reform cuts a broad swath, pushing for changes on many fronts. Through the standards movement, state authority for the curriculum that schools teach has grown. All states now have student-learning standards, a foreign idea just a few decades ago, when even districts struggled to get their schools to adhere to a standard local curriculum.

The push to hold schools, school districts, and states accountable for results is the core of the education reform movement and it has led to a great deal more state authority. In the 1970s all states began requiring that students pass basic skills tests. After *A Nation at Risk* was published, these tests were roundly criticized as too easy, comparing unfavorably with exams required by other countries. The pressure to raise standards led states to adopt more meaningful benchmarks of student performance and even statewide curricula, once the sacrosanct purview of districts. By 2002 more than 25 states had adopted mandatory graduation exams.[23]

Finally, states have served as the gatekeeper for the charter school movement. It is state legislatures, not local school districts, that must pass legislation allowing charter schools to exist. Currently 40 states have approved such legislation, with a wide variety among these states in the number of charter schools permissible in districts and their governance structure.[24]

Federal Role in Public Education

With some irony, greater federal authority has actually contributed to greater state authority. Federal legislation beginning with the 1965 Elementary and Secondary Education Act and continuing with the 1974 Individuals with Disabilities Act, the 1994 reauthorization of the Elementary and Secondary Education Act, and of course its successor, the 2001 No Child Left Behind Act, all require states to take on a greater role. NCLB's requirement that all teachers must be highly qualified represents the first federal foray into regulation of the teaching profession.

NCLB does not seize power from states, contrary to popular view, but instead is carefully crafted to give states a great deal of authority and flexibility in carrying out its tenets. Although states may be under the gun to improve graduation rates and test scores, they retain a good deal of authority and leeway for meeting these provisions.

The notion that he who pays has the power certainly holds true here. According to University of Michigan historian Jeffrey Mirel, dramatic increases in state spending

22 Susan H. Fuhrman, "Education Policy: A New Context for Governance," Publius: The Journal of Federalism 17.3 (1987): 131-143.
23 Audrey L. Amrein and David C. Berliner, "High-Stakes Testing, Uncertainty, and Student Learning," Education Policy Analysis Archives, 10.18 (2002).
24 Center for Education Reform, <http://www.edreform.com/>.

for public education started in the 1930s, with states contributing about 15 percent of all school funding. That figure doubled by 1940 and has increased steadily since. Today, state governments contribute nearly half of school districts' budgets and, not to be overlooked, also serve as the conduit by which the federal government's contribution (of almost 10 percent) makes it into the school districts.[25] States are unquestionably the principal shareholder in this venture.

MORE DATA, BETTER PRACTICES

There is little reason to think that this trend in state authority will not continue in the near future, so it is important that legislators, their staffs, governors, advocates, and the public understand the consequences, intended and otherwise, of both new and existing legislation and rules shaping the quality of the nation's teaching force.

Media coverage, study and examination by scholars, and even policy attention from education reform groups omit a significant contributing force on teacher quality.

Some elements of teacher contracts, without question, remain the purview of the local district. But states are increasingly playing an outsized role in structuring the scope, nature, and specifics of contracts even before union leaders and school superintendents reach the bargaining table.

Whereas the traditional role of states was to establish minimum standards to enable greater equity across districts of varied demographics, increasingly state governments are the battleground for contentious policy issues, with interest groups lobbying for legislation that may not work in the best interests of school children. It is a fine line that state governments must walk between decisions that raise standards and holds districts accountable for results and one that *restricts* districts from innovation that may be better suited to serve local needs.

Special thanks to Aileen Corso, Valerie Franck, Kate Kelliher, Tracey Myers Preston and Betsy McCorry.

25 Rankings and Estimates: Rankings of the States 2006 and Estimates of School Statistics 2007, National Education Association, Dec. 2007.

APPENDIX: COLLECTIVE BARGAINING QUESTIONS

Benefits

Tuition Reimbursement

1. Does the district or state offer tuition reimbursement for teachers?
2. Must a course be related to the teacher's current or future assignment or certification to be eligible for tuition reimbursement?
3. What is the cap on tuition reimbursement for a single year?
4. Must the teacher meet a grade requirement to be eligible for tuition reimbursement?
5. Must the course have been approved by the administration to be eligible for reimbursement?
6. Is there language in the agreement regarding the prompt payment of funds for tuition reimbursement?

Health Insurance

1. What is the district's minimum annual contribution for individual medical plans?
2. What is the district's minimum annual contribution for family medical plans?
3. What type of medical insurance does the district offer?
4. What is the employee's minimum annual health insurance premium for family coverage?
5. What is the employee's minimum annual health insurance premium for individual coverage?
6. Is dental insurance offered through the district?
7. Does a teacher have to pay for dental coverage?
8. Is vision insurance offered through the district?
9. Does a teacher have to pay for vision coverage?
10. Are health benefits available for same-sex domestic partners?

Life Insurance

1. If basic life insurance is not automatically included in the benefits package, how much is the minimum premium that the teacher has to pay?
2. Does the teacher have to pay for basic life insurance?

Calendar

School Year

1. What does the district consider the teacher contract year for purposes of calculating the daily rate of pay?
2. How many hours are students scheduled to be in school for the 07-08 school year? (07-08 elementary student year x elementary student school day)
3. Does the district consider paid holidays part of its contract year? (see FN for number of paid holidays counted)
4. How many teachers days are on the 2007-2008 calendar (excluding paid holidays)?
5. How many days in the 2007-2008 calendar is the teacher on-site without students?
6. How many student days are on the 2007-2008 calendar?
7. How many hours are teachers scheduled to be on site during the 07-08 school year? (07-08 elementary teacher work year x daily on-site requirement for elementary teachers)
8. How many student half-days are listed on the 2007-2008 calendar?
9. What types of alternative schedules does the district have?

School Day

1. How long is the school day for elementary students?
2. How long is the school day for secondary students?
3. How long is the scheduled workday for elementary teachers? (total time scheduled on-site, including lunch)
4. How long is the scheduled workday for secondary teachers? (total time scheduled on-site, including lunch)
5. How much time must an elementary teacher arrive before the start of the student school day?
6. How much time must a secondary teacher arrive before the start of the student school day?
7. How long must an elementary teacher stay after the official close of the student school day?
8. How long must a secondary teacher stay after the official close of the student school day?

Preparation Time

1. How much time in the teacher workday is a secondary teacher given to prepare for classes?

2. How much time in the teacher workday is an elementary teacher given to prepare for classes?
3. How much preparation time does an elementary teacher have per week?
4. How much preparation time does secondary teacher have per week?
5. What happens if an elementary teacher loses a preparation period?
6. What happens if a secondary teacher loses a preparation period?

Faculty Meetings

1. How often are faculty meetings held?
2. How much advance notice is required before a principal can hold a faculty meeting?
3. Is the amount of time for a faculty meeting capped?

Class Size

Class Size Restrictions

1. What is the class size restriction for prekindergarten?
2. What is the class size restriction for kindergarten?
3. What is the class size restriction for grade 1?
4. What is the class size restriction for grade 2?
5. What is the class size restriction for grade 3?
6. What is the class size restriction for grade 4?
7. What is the class size restriction for grade 5?
8. What is the class size restriction for grade 6?
9. What is the class size restriction for grade 7?
10. What is the class size restriction for grade 8?
11. What is the class size restriction for grades 9-12?
12. What happens when the class size limit is exceeded?

Differential Pay

Subjects

1. Can a teacher earn a higher annual salary, or additional stipend, by virtue of teaching certain subjects?
2. Teaching which subjects qualifies a teacher to receive a stipend or higher annual salary? What is the amount?

Performance

1. Can a teacher earn additional pay on the basis of performance?
2. If a teacher can earn additional pay on the basis of performance, how is performance determined?
3. What is the amount or range of the award for effective performance?

High Needs

1. Can a teacher earn additional pay by working in a school classified by the district as "high-needs"?
2. Which schools does the district consider "high needs" for the purposes of awarding teachers additional pay?
3. What is the amount or range of annual incentive pay for teaching in a school classified by the district as high-needs?

National Board

1. Does the state or district offer financial support to cover National Board certification fees?
2. Can a teacher who has National Board certification earn additional pay?
3. What is the annual amount or range of the additional pay for National Board certification?

Attendance

1. Can a teacher earn additional pay for demonstrating good job attendance?
2. What is the amount or range of pay that a teacher can earn for demonstrating good job attendance?

Evaluation

The Evaluation Instrument

1. Is there a statewide teacher evaluation instrument?

Evaluation Requirements for Untenured Teachers

1. Can an administrator decide to extend the probationary period of a teacher on a provisional contract if the principal is uncertain that the teacher should receive tenure?
2. How frequently is a teacher with a provisional contract evaluated?
3. Must the evaluation of a teacher with a provisional contract be based on multiple observations?
4. How many categories of ratings are there for provisional contract teachers? (i.e. unsatisfactory, satisfactory = 2; excellent, good, mediocre, unacceptable = 4)?

5. Can student performance, however measured, be factored into the evaluation of a teacher on a provisional contract?
6. Can the results of students' standardized achievement tests be used as a component of the evaluation of a teacher on a provisional contract?
7. What is the minimum duration of each observation for a teacher on a provisional contract?
8. Must a teacher on a provisional contract get prior notice of a formal observation?

Evaluation Requirements for Tenured Teachers

1. What is the minimum required frequency of evaluation for a teacher who has achieved tenure status and a rating of at least satisfactory?
2. Is the evaluation of a teacher on a continuing contract based on multiple observations?
3. What is the minimum duration of each observation for a teacher on a continuing contract?
4. Must a teacher on a continuing contract get prior notice of a formal observation?
5. How often does a teacher have to turn in lesson plans to a school administrator?
6. How many categories of ratings are there for continuing contract teachers? (i.e. unsatisfactory, satisfactory = 2; excellent, good, mediocre, unacceptable = 4)?
7. Can student performance, however measured, be factored into the evaluation of a teacher on a continuing contract?
8. Can the results of students' standardized achievement tests be used as a component of the evaluation of a continuing contract teacher?
9. Is peer review a component of evaluation for a teacher on a continuing contract?

Consequences of a Negative Evaluation and Components of the Remediation Plan

1. Does a teacher have the right to grieve an evaluation rating if there are no acknowledged procedural violations?
2. Can a teacher receive a second opinion on a negative evaluation rating from another evaluator?
3. Is a teacher placed on a remediation plan after the first unsatisfactory evaluation?
4. Is a teacher provided a mentor as part of the remediation plan?
5. Must a teacher on remediation complete additional professional development coursework?
6. Must a teacher observe other teachers as part of the remediation plan?
7. Can a tenured teacher with a negative evaluation voluntarily transfer?
8. Can a tenured teacher who has received a negative evaluation be involuntarily transferred?
9. Does the remediation plan include a timeline for improvement?
10. Does the remediation plan identify specific areas of teacher's performance that are in need of improvement?
11. Can there be a salary freeze if a teacher receives a negative evaluation?
12. How long is a teacher on a remediation plan before s/he is reevaluated?
13. What happens when a tenured teacher on a remediation plan is reevaluated and receives a negative evaluation?
14. How many sequential unsatisfactory evaluations can a tenured teacher receive before an administrator can initiate the dismissal procedure?
15. When must a tenured teacher be notified of his/her dismissal?

General Employment Provisions

General Employment Provisions

1. What is the minimum number of years of experience that a teacher must have in a district before continuing contract status (tenure) is granted?
2. Is there a management rights clause in the contract?
3. Do teachers have a role in site-based decision-making through school leadership councils or other forms of democratic decision-making?
4. Is a criminal background check required to teach?

5. What forms are included in the agreement?

Working Conditions

1. Is the school district responsible for damage to a teacher's property incurred on school grounds?
2. Must a teacher be notified of a disruptive student's behavior history?
3. Can a teacher administer corporal punishment?

Grievances

Teacher Rights in the Grievance Procedure

1. Are leaves taken during the grievance process counted against a teacher's personal or sick leave?
2. About which areas of the agreement may a teacher not file a grievance?
3. Is there language protecting a teacher from repercussions for filing a grievance?
4. Who must pay for a substitute so that a teacher may attend an arbitration hearing or hearing before the board?
5. Can a record of the grievance be kept in teacher's official personnel file?
6. What types of grievances qualify for an expedited arbitration?

Grievance Procedure

1. Is there an informal process for resolving a grievance?
2. With whom does the teacher file an initial formal grievance?
3. How many steps occur in the grievance process (both informal and formal) before arbitration begins?
4. What is the approximate maximum amount of time allowed for the grievance process, up to and including appeals?
5. In the event that a grievance goes to arbitration, what party pays for the costs of arbitration?
6. Is an arbitration or board of education decision concerning a filed grievance final and binding?

Leave

Sick Leave

1. How many sick days is a teacher granted each year?
2. Can unused sick days carry over from one year to the next?
3. What is the maximum number of sick days that a teacher can accumulate?
4. Can a teacher receive payment for unused sick leave at the end of each school year?
5. At what rate can teachers receive payment for unused sick leave at the end of a school year?
6. Can a teacher receive payment for unused sick leave at retirement?
7. At what rate can teachers receive payment for unused sick leave at retirement?
8. Can a teacher donate sick leave to a sick leave bank?
9. After how many days of absence does a teacher have to provide medical documentation for sick leave?

Personal Leave

1. How many personal days can a teacher take each year?
2. Is personal leave taken from sick leave?
3. What is the total number of sick and personal leave days combined?
4. Can unused personal days carry over from one year to the next?

Leave for Professional Development

1. Can a teacher ever take a sabbatical leave?
2. How many years of service are required for a teacher to be eligible for a sabbatical leave?
3. How much is a teacher paid during sabbatical?
4. Is there additional leave for any professional development that takes place outside of the district?
5. How many hours or days of professional development leave can a teacher take over and above the professional development days already scheduled by the district?

Professional Development

Mentors

1. Is a mentor available to a new teacher?
2. How long is the mentorship program for a new teacher?
3. Who selects teachers to be mentors?
4. Is it expected that a mentor will have experience in subject area/grade related to the teacher's teaching assignment?

5. What is the minimum number of years of experience a teacher must have to be eligible to be a mentor?
6. Is a mentor paid?
7. Are mentors provided with training?
8. Does a mentor have reduced teaching responsibilities or release time?
9. Does a mentor observe the teacher teaching?

Summer Orientation

1. Is there a summer orientation for new teachers?
2. How long is the standard summer orientation that the district provides for new teachers?
3. Is a new teacher paid to attend the summer orientation?

Salary

Annual Salary

1. What is the annual salary for a fully certified, first year teacher with a bachelor's degree (as of August 2007)?
2. Can a new teacher get an advance on his/her salary before the school year begins or before his/her regular paycheck is scheduled to start?
3. Does the district/state pay uncertified teachers less than certified teachers?
4. What is the annual salary for a teacher with a bachelor's degree and 5 years of experience (as of August 2007)?
5. Does gaining one year of experience always lead to a raise for teacher's with a bachelor's degree (not including years of experience after the maximum salary is reached)?
6. After how many year(s) of service is a teacher eligible for a longevity bonus?
7. What is the maximum annual salary for a teacher with a bachelor's degree (as of August 2007)?
8. What is the annual salary for a fully certified, first year teacher with a master's degree (as of August 2007)?
9. How many years of experience does it take for a teacher with a bachelor's degree to reach the maximum salary?
10. How many raises does it take for a teacher with a bachelor's degree to achieve the maximum salary? (in that salary lane)
11. What is the annual salary for a teacher with a master's degree and 5 years of experience (as of August 2007)?
12. What is the maximum annual salary for a teacher with a master's degree (as of August 2007)?
13. Does gaining one year of experience always lead to a raise for a teacher with a master's degree (not including years of experience after the maximum salary is reached)?
14. How many years of experience does it take for a teacher with a master's degree to reach the maximum salary?
15. How many raises does it take for a teacher with a master's degree to achieve the maximum salary?

Daily Rate of Pay

1. What is the daily on-site rate of pay for a fully certified, first year teacher with a bachelor's degree (as of August 2007)?
2. What is the daily on-site rate of pay for a teacher with a bachelor's degree and 5 years of experience (as of August 2007)?
3. What is the maximum daily on-site rate of pay for a teacher with a bachelor's degree (as of August 2007)?
4. What is the daily on-site rate of pay for a fully certified, first year teacher with a master's degree (as of August 2007)?
5. What is the daily on-site rate of pay for a teacher with a master's degree and 5 years of experience (as of August 2007)?
6. What is the maximum daily on-site rate of pay for a teacher with a master's degree (as of August 2007)?

Salary Increases for Additional Coursework

1. Does the salary schedule include an intermediate pay classification for a teacher who has a bachelor's degree and additional university/ professional development credits?
2. How many credits beyond a bachelor's degree must a teacher earn to qualify for the first intermediate pay classification?

3. What is the minimum annual salary for a teacher who has a bachelor's degree and meets the criteria for the first intermediate classification on the pay scale (as of August 2007)?
4. What is the maximum annual salary for a teacher who has a bachelor's degree and meets the criteria for the first intermediate classification on the pay scale (as of August 2007)?
5. How many credits beyond a bachelor's degree must a teacher earn to qualify for the second intermediate pay classification?
6. What is the minimum annual pay for a teacher who has a bachelor's degree and meets the criteria for the second intermediate classification on the pay scale (as of August 2007)?
7. What is the maximum annual pay for a teacher who has a bachelor's degree and meets the criteria for the second intermediate classification on the pay scale (as of August 2007)?
8. Does the salary schedule include an intermediate pay classification for a teacher who has a master's degree and additional university/ professional development credits?
9. How many credits beyond a master's degree must a teacher earn to qualify for the first intermediate pay classification?
10. What is the minimum annual pay for a teacher who has a master's degree and meets the criteria for the first intermediate classification on the pay scale (as of August 2007)?
11. What is the maximum annual pay for a teacher who has a master's degree and meets the criteria for the first intermediate classification on the pay scale (as of August 2007)?
12. How many credits beyond a master's degree must a teacher earn to qualify for the second intermediate pay classification?
13. What is the minimum annual pay for a teacher who has a master's degree and meets the criteria for the second intermediate classification on the pay scale (as of August 2007)?
14. What is the maximum annual pay for a teacher who has a master's degree and meets the criteria for the second intermediate classification on the pay scale (as of August 2007)?
15. How many credits beyond a master's degree must a teacher earn to qualify for the third intermediate pay classification?
16. What is the minimum annual pay for a teacher who has a master's degree and meets the criteria for the third intermediate classification on the pay scale (as of August 2007)?
17. What is the maximum annual pay for a teacher who has a master's degree and meets the criteria for the third intermediate classification on the pay scale (as of August 2007)?

Starting Salary with Prior Work Experience

1. Is a teacher who is new to the district, but not new to teaching eligible for a higher starting salary?
2. What is the highest step for which a teacher who is new to the district, but not new to teaching can qualify? (see FN for differences between types of teaching experience)
3. Can a teacher get credit on the salary schedule for teaching in another public school district within the state?
4. Can a teacher get credit on the salary schedule for teaching in another public school district outside the state?
5. Can a teacher get credit on the salary schedule for teaching in a private school?
6. Can a teacher get credit on the salary schedule for teaching in a college or university?
7. Can a teacher get credit on the salary schedule for experience in a subject-related profession?
8. How much credit on the salary schedule can a teacher get for experience in a subject-related profession?

9. Can a teacher get credit on the salary schedule for serving in the military or Peace Corps?
10. How much credit on the salary schedule can a teacher get for serving in the military or Peace Corps?

Additional Pay for Supplemental Duties

1. What is the annual stipend awarded to a high school head football coach (as of August, 2007)?
2. What is the annual stipend awarded to a high school drama sponsor (as of August, 2007)?

Tenure

Role of Tenure on Teacher Assignment and Employment

1. What is the minimum number of years of experience that a teacher must have in a district before continuing contract status (tenure) is granted?
2. Can a teacher transfer during his/her probationary period?

Termination of Employment

Teacher Dismissal

1. Can an administrator decide to extend the probationary period of a teacher on a provisional contract if the principal is uncertain that the teacher should receive tenure?
2. Can a district dismiss a teacher on a provisional contract before the end of the school year?
3. By what date must an untenured teacher be notified of a non-renewal of his/her contract?
4. Does a district have to cite the causes for dismissal of a non-tenured teacher?
5. Does the state or district cap the time in a dismissal process from the notice of intent to dismiss to a final decision by an arbitrator or hearing officers?
6. Does the state or district cap the time in a dismissal process from the final decision by an arbitrator or hearing officers to an appeal?
7. Can the final decision of an arbitrator or hearing judge to terminate a tenured teacher be appealed?
8. How many times can the decision by an arbitrator or hearing judge to terminate a tenured teacher be appealed?
9. What kind of outside intervention(s) does the district use during the dismissal trial of a tenured teacher?
10. Once the dismissal process has been initiated, can the teacher, charged with immoral conduct or a felony, be immediately removed from the classroom pending a hearing?
11. Once the dismissal process has been initiated, can the teacher, charged with incompetence, be immediately removed from the classroom pending a hearing?
12. How does a teacher's conviction of a felony affect his or her licensure status?
13. How does a teacher's conviction of a misdemeanor affect his or her licensure status?
14. Can a tenured teacher's annual contract be terminated at any time for cause? (Or must it be at the end of the year?)
15. When a tenured teacher is suspended and awaiting formal dismissal procedures, may pay be suspended? (note when benefits is also mentioned)
16. If a tenured teacher's pay is suspended at any point during the dismissal process, is the teacher entitled to back pay if s/he wins a dismissal hearing?
17. In addition to scheduled formal evaluations, are there any other mechanisms a principal can apply to initiate termination actions against an ineffective teacher?
18. After how many school days in which a tenured teacher has not shown up to work, can a school initiate the termination process due to job abandonment?

Layoffs

1. Are layoffs made according to reverse seniority within area of certification?
2. If a drop in enrollment in one school necessitates layoffs, will only teachers from that school be laid off or will less senior teachers from other schools within the district be laid off?
3. If two teachers in the same school have the same number of years of experience within the district, will seniority within the school be used as a tiebreaker, when teachers are laid off from that school?

4. If a layoff occurs, are laid-off teachers then given any preference if the district later needs to hire teachers? (including notification, guaranteed interviews, mandatory re-hiring etc.)
5. After layoffs have occurred, for how long is a laid off teacher given some degree of preference for being rehired?
6. When the next round of hiring occurs after a period necessitating layoffs, must the district notify laid off teachers of new openings?

Resignation/Retirement

1. By what date must a teacher give notification that he/she intends to resign or retire?
2. Is there any sort of penalty for a teacher who fails to notify the district that he/she intends to resign/retire by the district's deadline?

Transfers

Placement of Transfers

1. Who decides which teachers are placed in a school?
2. Are internal transfers given priority over new hires for vacant positions?
3. Is seniority a factor in determining teacher transfer placement?
4. What other factors, apart from seniority, determine a transferring teacher's school assignment?
5. What is the deciding factor when determining teacher placement?
6. Is there any language regarding the distribution of experienced and novice teachers among staff when hiring teachers?
7. What are the deadlines for requesting and placing voluntary transfers?
8. What are the deadlines for notifying and placing involuntary transfers for the following school year?

Voluntary Transfer Procedure (Teacher Initiated Transfer)

1. How long does a teacher have to be in a school before s/he can apply for a transfer?
2. Can a teacher transfer during his/her probationary period?
3. Are there any protections against administrative retaliation for a voluntary teacher transfer?
4. Can a tenured teacher with a negative evaluation voluntarily transfer?

Involuntary Transfer Procedure (Principal and District Initiated Transfer)

1. Can a teacher be involuntarily transferred to another school after the school year has started?
2. Is there a date after the school year has started that involuntary transfers cannot occur? (Date specified in footnote)
3. Is there any language protecting teachers from arbitrary or capricious transfers?
4. Is there a limit on the number of times a teacher can be involuntarily transferred (either by a principal or district)?
5. Before involuntarily transfers occur, does the administration ask for volunteers?
6. What is the primary factor that determines whether or not a teacher will be involuntarily transferred (apart from licensure status)?
7. What other factors determine whether or not a teacher will be involuntarily transferred?
8. If a district transfers a teacher using seniority status as a consideration, how is seniority determined?
9. If involuntary transfers are necessary, must the district select the most junior teacher in a certification area?
10. Can a tenured teacher who has received a negative evaluation be involuntarily transferred?
11. Do principals have any discretion in determining who will be involuntarily transferred?
12. What, if any, teaching positions are protected from involuntary transfers?
13. Can a teacher identified for an involuntary transfer "bump" a less senior teacher from his/her job?

Union

Union Role

1. Is a teacher who opts not to join the local union, nevertheless required to pay a fee to the union?
2. Is some time at faculty meetings required to be alloted to union matters?

3. Is leave available for a teacher to attend union associated activities (not counting leave given to elected union representatives)? (for the amount of leave for teachers collectively and individually see footnote)
4. Who pays for a substitute when a teacher attends union functions (if that teacher is not an elected union representative)?
5. Does a teacher who is a union representative have fewer school related responsibilities than other teachers?