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# **Are Charter School Unions Worth the Bargain?**

**Mitch Price**

FOREWORD BY ROBIN J. LAKE

**November 2011**

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# FOREWORD

By Robin J. Lake

**M**ore charter schools are unionized than most people realize. About 12 percent of all charter schools have bargaining agreements.<sup>1</sup> Why do charter schools unionize? What is in these charter school contracts? Can they be considered innovative or models for union reform? And how do they compare to traditional district/union teacher contracts? Center on Reinventing Public Education legal analyst Mitch Price investigated those questions in his study of charter school collective bargaining agreements.<sup>2</sup>

Roughly half of unionized charter schools are required by state law to be part of the local district contract. But the other half, about 6 percent of all charter schools, are unionized either because the founders chose it or because the teachers organized and negotiated a contract. When charter schools unionize against the wishes of management, interviewees say it is most commonly a result of a breakdown in trust between labor and management or just poor treatment of employees. The resulting contracts, Price finds, innovate in many ways, but could go much further given the opportunity these charter schools have to create contracts from scratch.

When their contracts are school-specific (as opposed to being part of an existing district agreement) charter schools do take some advantage of their flexibility to craft agreements that make sense for their school's unique mission and needs. These contracts offer:

- Faster grievance processes. Two unionized charter schools in Chicago require fewer than 50 days, compared to 155 days in the Chicago school district.
- Explicit avenues for teachers to provide input on organizational decisions. One teacher interviewed described this as more important to her than tenure. Charter managers, too, agreed on the importance of having productive avenues for resolving disagreements other than just contract expansion.
- More discretion for principals to determine layoff criteria. Seven of the nine charter school contracts allow for the use of teacher performance as a factor in layoff decisions, compared to only 25 percent of the traditional contracts in the National Council on Teacher Quality (NCTQ) database.
- Longer and more flexible workdays and school years. All but one of the charter school contracts require at least eight-hour workdays and unspecified “professional hours” are typical, whereas 82 percent of district contracts limit the workday to less than eight hours. The typical district contract includes 188 days for instructional and teacher professional development, while the unionized charter schools include 194 days.

In other ways, however, charter school contracts look quite similar to their district counterparts. The new contracts make only modest revisions to traditional compensation models, and tend not to factor student performance into teacher evaluations.

All but one of the charter school contracts place caps on class sizes and all set aside time for class preparation, typically offering one class period (45 minutes) each day.

All of the charter school contracts rely primarily on “step-and-lane” salary schedules. While some offer bonuses for National Board certification and other distinctions, these types of bonuses differ little from those in traditional district contracts.

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1. National Alliance for Public Charter Schools, *Unionized Charter Schools: Data from 2009-10* (Washington, DC: Author, 2011).

2. Price compared 9 charter school contracts to more than 100 contracts from the largest districts in each state (NCTQ TR3 database, <http://www.nctq.org/tr3/home.jsp>). He also interviewed principals and teachers at these schools, as well as charter management organization operators, union officials, schools' lawyers, and other charter school analysts and observers.

Only three of the nine charter school contracts specifically authorize the use of student performance data in teacher evaluations (although only two of the contracts specifically prohibit it).

The charter school contracts Price examined merit only a C+, as compared to a C- average among most district contracts (using Hess and Loup's methodology<sup>3</sup>). Charter school contracts are most innovative around hiring, firing, and layoffs, as well as basic work rules regarding the use of teacher time.

Although these charter school contracts are currently "thin" and relatively flexible, they could grow more complex and rigid over time as new teachers come into the school expecting the same contract provisions that exist in district contracts, and as renegotiated contract language incorporates the resolution of past disputes. It remains to be seen whether unionized charter schools will, over time, adopt more traditional contract provisions or whether these school-based contracts will represent the new public school unionism. At least for now, however, these contracts have found a way to maintain a fair amount of professional discretion in the school buildings.

Regardless of what the future holds for unionized charter schools, there are several important implications from this analysis:

- These contracts could be starting points for district and union leaders searching for more flexible models. See CRPE's website ([www.crpe.org](http://www.crpe.org)) for copies of the contracts reviewed in this study.
- All schools, charter and district, should take note that teachers are likely to turn to unions and contractual solutions when trust erodes or people are simply treated badly. School management should monitor trust and employee culture and plan for productive ways to engage and respect teachers as employees.
- Research should explore the connection between unionization and outcomes such as student achievement, resource allocation, teacher attrition, and teacher satisfaction.
- Policymakers interested in promoting the autonomy and flexibility valued by charter school leaders should not force charter schools into local districts' collective bargaining agreements. Instead, school leaders and teachers should be allowed to bargain agreements at the school level, where core mission and values can be appropriately accommodated.

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3. Frederick M. Hess and Coby Loup, "The Leadership Limbo: Teacher Labor Agreements in America's Fifty Largest School Districts," (Washington, DC: Thomas B. Fordham Institute, February 2008). Hess and Loup utilized 26 indicators from the National Council on Teacher Quality's collective bargaining database, from which they constructed 12 components designed to gauge how restrictive agreements are when it comes to teacher compensation, personnel policies, and work rules.



## INTRODUCTION

When teachers at one Chicago charter network voted two years ago to unionize three campuses, the network's director put it simply: "Charter schools have been too successful for the unions to ignore."<sup>4</sup> Unionization of charter school teachers has been a high-profile issue lately, evidenced by national newspaper coverage, a flurry of union organizing activity, legal challenges, and heated rhetoric from supporters and opponents. But the debate has been driven more by opinion than by evidence. This paper brings new data to two questions that can help policymakers and school leaders understand the role teachers unions play in the growing charter school sector: Why do charter school teachers unionize? And do charter school collective bargaining agreements differ from traditional contracts?

About 12 percent of charter schools are unionized, most of them because their state charter school law requires it. The remaining schools were either unionized by a vote of their teachers or because school management planned unionization into the school's design.

Because the motives behind unionization are diverse, so are the collective bargaining agreements that result. When charter schools are unionized because of state law, their teachers are considered school district employees and are bound by the local district collective bargaining agreement. (In many of these states, charter schools are allowed to apply for waivers or exemptions.) By contrast, when charter schools are unionized by teacher vote or management design, they negotiate their own collective bargaining agreements. The resulting contracts are more likely than traditional district contracts to reflect reform-oriented ideas about tenure, layoffs, teacher input, evaluation, and the use of teacher time. The contracts are also more likely to align with the schools' core instructional priorities or missions, allowing for longer school days and flexible work schedules, providing time and support for professional development, and shortening the timeline for teacher dismissal and grievance processes.

But charter contracts are not as innovative as they might be, given the opportunity teachers and school leaders have to craft agreements from scratch. They make only modest revisions to traditional compensation models, and tend not to factor student performance into teacher evaluations.

The following sections offer an overview of the current unionized charter school landscape, examine charter school collective bargaining agreements, analyze what unionization means for the charter sector and for traditional public schools, and assess what may happen to unionized charter schools and charter contracts over time.

## NUMBER OF UNIONIZED CHARTER SCHOOLS

According to the National Alliance for Public Charter Schools (NAPCS), during the 2009-10 school year, 604 of the 4,919 charter schools in the country, or 12 percent, were unionized.<sup>5</sup>

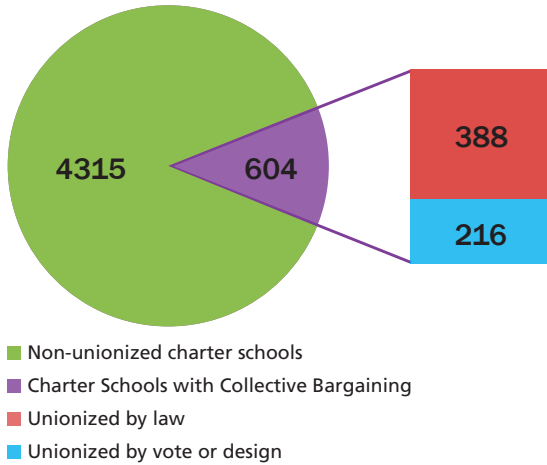
A majority of the unionized charter schools (64 percent) are bound by state law to the existing collective bargaining agreements with their local public school district.

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4. Sam Dillon, "As Charter Schools Unionize, Many Debate Effect," *New York Times*, July 26, 2009, [http://www.nytimes.com/2009/07/27/education/27charter.html?\\_r=1&emc=eta1](http://www.nytimes.com/2009/07/27/education/27charter.html?_r=1&emc=eta1).

5. The National Alliance for Public Charter Schools collected data on the teachers union status of charter schools during the 2009-10 school year. For the data collection, a charter school was defined as unionized if the school had a collective bargaining agreement with a teachers union or association. Charter schools without collective bargaining agreements that hired teachers who were members of a teachers' union were not counted as being unionized. The data were collected through a variety of sources within each state, including state departments of education, charter school support organizations and resource centers, charter authorizers, and national union organizations and their local affiliates. See National Alliance for Public Charter Schools, *Unionized charter schools: Data from 2009-10* (Washington, DC: Author, 2011).

**Figure 1. Unionized Charter Schools (2009-10)**



More than half (55 percent) of all unionized charter schools are located in Wisconsin, California, and Ohio (which have 171, 122, and 42 unionized charter schools respectively).<sup>6</sup> The National Education Association (NEA) represents 76 percent of unionized charter schools, the American Federation of Teachers (AFT) represents 11 percent, and the two national unions share representation for the remaining 13 percent. Roughly 44 percent of conversion charter schools (district schools that convert to charter status) are unionized, while only 9 percent of startup charter schools are unionized. Many state charter laws require certain schools—often conversion schools—to remain subject to the local district collective bargaining agreement (see Appendix B).

The majority of unionized charter schools are not associated with a charter management organization (CMO) or an education management organization (EMO).<sup>7</sup> Overall, CMOs and EMOs operate 8 percent of unionized charter schools.<sup>8</sup>

**Table 1. Charter Schools and Collective Bargaining Agreements, 2009-10**

	Charter Schools with Collective Bargaining	Charter Schools without Collective Bargaining
<b>Total number of charter schools</b>	<b>604 (12%)</b>	<b>4,315 (88%)</b>
<b>Charter schools bound by state law to collective bargaining agreements or personnel policies</b>	<b>388 (64%)</b>	
<b>National union affiliation</b>		
National Education Association	459 (76%)	
American Federation of Teachers	67 (11%)	
Both NEA and AFT affiliated	76 (13%)	
American Federation of State, County and Municipal Employees	2 (0.3%)	
<b>Charter school status</b>		
Start-up	420 (9%)	4,076 (91%)
Conversion	184 (44%)	237 (56%)
<b>Management organization</b>		
Freestanding	553 (16%)	2,952 (84%)
CMO	37 (5%)	740 (95%)
EMO	14 (2%)	623 (98%)

6. The data used in this study were collected during the 2009-10 school year, before Wisconsin and Ohio passed legislation curbing collective bargaining rights. The impact of those bills on charter school unionization remains to be seen.

7. An EMO is a for-profit entity that contracts to provide management and administration services for charter schools. A CMO is the nonprofit equivalent of an EMO.

8. Some charter observers had feared that the greater distance between CMO/EMO management and teachers would result in increased unionization. Actually, CMOs and EMOs have a lower rate of unionization than freestanding charter schools.

# CHARTER SCHOOL UNIONIZATION IN THE SPOTLIGHT

The news coverage of charter school unionization has centered on a few cases involving high-profile organizations.<sup>9</sup> For example, the United Federation of Teachers, the New York City affiliate of the AFT, opened two of its own charter schools and entered into a partnership with Green Dot Public Schools (a network that operates 17 unionized charter schools in Los Angeles) to operate a New York City charter high school. Teacher-led union organizing in several charters—a KIPP (Knowledge is Power Program) school in New York, three Civitas schools in Chicago, and four Accelerated Schools in Los Angeles—all garnered media attention. Two KIPP schools in Baltimore made headlines when their leadership announced plans to lay off staff and modify their daily schedules in order to comply with the local collective bargaining agreement, and later threatened to close the schools entirely due to the costs of complying with the district contract's overtime provisions.<sup>10</sup> According to a recent New York Times article, teachers at 12 of Chicago's charters have formed unions over the past two years, and the Chicago Teachers Union is seeking to organize all 85 of the city's charter schools.<sup>11</sup>

Because the NAPCS data is the first comprehensive accounting of unionized charter schools, it is difficult to know yet whether these recent examples constitute a trend in the charter sector. Regardless, it is important for policymakers, funders, and charter operators to understand what may be motivating teachers in these schools to unionize and motivating other charter operators to design their schools for unionization. It is also timely to ask whether the resulting contracts weigh down these small and nimble schools with mandates and constraints, or whether charter schools are able to reimagine teacher contracts in ways that protect their mission while addressing the core concerns of teachers.

## OUR STUDY

Since 2006, the National Charter School Research Project at the Center on Reinventing Public Education (CRPE) has been looking at the people and programs of charter schools as part the Inside Charter Schools study funded by the U.S. Department of Education.<sup>12</sup> Based on field visits to 24 schools, 8 of which were unionized by state law and 16 of which were not unionized, CRPE researchers explored the impact of school autonomy on hiring, compensation, work life, persistence, and mobility of teachers in charter schools, including a more direct examination of teacher unionization and contracts in charter schools.

For this analysis, researchers examined nine additional unionized charter schools, focusing on schools that had unionized by founders' design or by teacher vote.<sup>13</sup> In addition to analyzing the collective bargaining agreements, CRPE researchers interviewed principals and teachers at these schools, as well as charter management organization operators, union officials, school lawyers, and other charter school analysts and observers.

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9. See, for example, Steven Greenhouse and Jennifer Medina, "Teachers at 2 Charter Schools Plan to Join Union, Despite Notion of Incompatibility," *New York Times*, January 14, 2009; Dillon, "As Charter Schools Unionize"; Stephen Sawchuk, "Unions Set Sights on High-Profile Charter-Network Schools," *Education Week*, June 9, 2009; and Jay P. Greene, "The Union War on Charter Schools," *The Wall Street Journal*, April 16, 2009.

10. The parties eventually reached an agreement, and the school continued to operate. See Liz Bowie, "KIPP, teachers union reach 10-year agreement," *Baltimore Sun*, March 16, 2011, [http://articles.baltimoresun.com/2011-03-16/news/bs-md-ci-kipp-union-agreement-20110316\\_1\\_kipp-teachers-marietta-english-baltimore-teachers-union](http://articles.baltimoresun.com/2011-03-16/news/bs-md-ci-kipp-union-agreement-20110316_1_kipp-teachers-marietta-english-baltimore-teachers-union).

11. Rebecca Vevea, "Unions Move In at Chicago Charter Schools, and Resistance Is Swift," *New York Times*, April 7, 2011.

12. The study included visits to 24 charter schools in California, Texas, and Hawaii and interviews with 167 leaders and teachers in these schools over 18 months. Of the 24 schools in the study, only 8 (the schools in Hawaii) operated under a union agreement. Hawaii requires all of its charter schools to operate under the statewide teacher contract.

13. This analysis focused on charter schools that unionized by design and by teacher vote because, as explained in the following section, these types of schools have the opportunity to negotiate a contract from scratch, as opposed to inheriting an existing district contract, as schools that are unionized by law must do.

**Table 2.** Charter Contracts Analyzed for This Study

School	How Unionized	Local District
Amber	Design*	New York City
Camino Nuevo	Teacher vote	Los Angeles
Civitas	Teacher vote	Chicago
Conservatory Lab School	Teacher vote	Boston
Green Dot	Design	Los Angeles
Green Dot/UFT	Design	New York City
Granada Hills	Design <sup>†</sup>	Los Angeles
Pembroke Pines	Teacher vote	Broward County, Fla.
Union Park	Design	Chicago

\* Amber management encouraged teachers to unionize.

<sup>†</sup> Granada Hills management and teachers agreed at the time of conversion that the school would mirror Los Angeles district practices; ultimately, the parties adopted a modified version of the Los Angeles district collective bargaining agreement.

For comparison, the researchers examined the traditional public school district contract in each charter school's local district, reviewed contract provisions from the National Council on Teacher Quality (NCTQ) database of more than 100 contracts from the largest districts in each state, and analyzed data from non-unionized charter schools collected through the larger research study.<sup>14</sup>

## WHY CHARTER SCHOOLS UNIONIZE

The reasons charter schools unionize reflect the diversity of laws and circumstances of charter schools.

**By law:** As noted above, the majority of unionized charter schools are unionized by law. Charter schools in six states are required to be part of existing district collective bargaining agreements,<sup>15</sup> while fifteen states require that only certain types of charter schools—typically conversion schools or district-authorized schools—remain bound by the local district's collective bargaining agreement.<sup>16</sup>

**By design:** A small number of charter schools made a unionized workforce a planned element of the school design.<sup>17</sup> Green Dot Public Schools is the most publicized example of a charter school network that is unionized by design. Green Dot founder Steve Barr explained, "I don't see how you tip a system with a hundred percent unionized labor without unionized labor."<sup>18</sup>

**By vote:** When teachers vote to unionize, they are often trying to remedy a bad work environment, according to this study's interviews. Teachers and union officials representing schools where teachers organized cited worries about job security, examples of bad management and loss of trust, desire for fair disciplinary and evaluation systems, interest in a more formalized role in decision-making, and concerns over burnout and turnover as key factors in their unionizing efforts. Interviewees most frequently focused on issues of management and trust. One charter leader, whose school was unionized under his predecessor, described the poor working conditions for teachers at the school prior to his arrival as "Dickensian," and said, "To be very honest with you, if I was working there, I would've joined the union too." A lawyer and charter school board member whose school unionized explained, "When the management-teacher relationships break down, that's when you're vulnerable."<sup>19</sup>

14. National Council on Teacher Quality TR3 database, <http://www.nctq.org/tr3/home.jsp>.

15. Alaska, Hawaii, Iowa, Kansas, Maryland, and Virginia require all charter schools to be part of existing collective bargaining agreements, but Alaska, Hawaii, Kansas, and Maryland allow schools to apply for exemptions. See Appendix B.

16. Arkansas, Connecticut, Indiana, Louisiana, Massachusetts, Michigan, North Carolina, Nevada, New Jersey, New York, Ohio, Rhode Island, South Carolina, Texas, and Wisconsin exempt some charter schools, but not others, from collective bargaining agreements. See Appendix B.

17. Charter schools unionized by design include the 17 schools in the Green Dot network in California, the Green Dot/UFT high school in New York, and Union Park High School in Chicago.

18. Douglas McGray, "The Instigator," *The New Yorker*, May 11, 2009, p. 66.

19. All direct quotes in this report, unless otherwise noted, draw from interviews with charter school principals and teachers, union officials, CMO operators, school lawyers, and other charter school analysts and observers. No names are used, to assure confidentiality.

## ON AVERAGE, CHARTER SCHOOL CONTRACTS ARE MORE FLEXIBLE THAN TRADITIONAL DISTRICT CONTRACTS

Critics of traditional collective bargaining agreements—frustrated with the length of time required to remove ineffective teachers, the unyielding requirements of “last hired, first fired” provisions, compensation structures that lack significant correlation with the performance of teachers, and constraints on class size and teacher time—have called for contract reform. This analysis suggests that when charter schools start fresh by negotiating a new contract, as opposed to operating under an existing district agreement, many find ways to incorporate such contract reforms while still providing teachers with basic workplace protections.

A 2008 analysis by Frederick Hess and Coby Loup examined collective bargaining agreements in the nation’s 50 largest districts and gauged how restrictive the agreements were in three key dimensions of management: personnel policies (hiring, firing, and layoffs), teacher compensation (how teachers are paid), and work rules (basic stipulations on teachers’ time).<sup>20</sup> After assigning each contract an overall grade point average, Hess and Loup found that very few of the district contracts offered the type of managerial flexibility that they argued is necessary for effective school leadership. On average, they gave the districts’ contracts a GPA of 1.80, or a C-minus.<sup>21</sup>

Borrowing Hess and Loup’s methodology, the charter school contracts examined for this analysis would receive a 2.34 GPA on average, or a C-plus. The charter contracts were, in general, comparable to the least restrictive of the district contracts Hess and Loup graded. One, from Civitas Schools in Chicago, would achieve Hess and Loup’s “Highly Flexible” designation, the only contract among either the charter or district samples to do so. Most of the charter school contracts would rank well above district contracts in the personnel and work rules categories.

A charter contract does not guarantee innovation and flexibility, however. Pembroke Pines and Granada Hills both would rank in the lower half of the Hess-Loup ranking of traditional district contracts. Granada Hills is a conversion school that chose to incorporate the existing Los Angeles district contract as the basis for its agreement (although they negotiated a number of modifications to the district contract to suit the charter school’s particular needs). Pembroke Pines created its contract from scratch, but teachers did refer to the existing Broward County district contract for ideas, according to a teacher involved in the negotiations.<sup>22</sup> Additionally, with a couple of exceptions, the charter contracts examined here would rank closer to the middle of the pack in the compensation category.

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20. Frederick M. Hess and Coby Loup, “The Leadership Limbo: Teacher Labor Agreements in America’s Fifty Largest School Districts,” (Washington, DC: Thomas B. Fordham Institute, February 2008). Hess and Loup utilized 26 indicators from the National Council on Teacher Quality’s collective bargaining database, from which they constructed 12 components designed to gauge how restrictive agreements are when it comes to teacher compensation, personnel policies, and work rules.

21. In arguing that managerial flexibility is necessary for good management, Hess and Loup display a bias toward what Charles Kerchner calls “managerialism.” In his peer review of this paper, Kerchner explains that “managerialism is not management; it is an ideology that organizations need strong, unquestioned authority, and that such authority must rest in the hands of managers.” While no doubt some in the charter movement feel this way, and therefore consider unions anathema, in reality the management-labor relationship in charter schools takes many different forms. In some schools this may mean strong, authoritative management, but in others it may mean a teacher cooperative where teachers essentially function as both labor and management. The charter bargain of heightened autonomy in exchange for increased accountability presumes a certain degree of school-level flexibility, while leaving open the question of how decisions are made inside the school. This paper does not cite the Hess and Loup study as an endorsement of the managerialist approach. Rather, their typology is used as a way to compare how charter and district contracts address certain issues—hiring, firing, layoffs, compensation, and use of time—that are fundamental, whatever one’s view on the proper role of management and labor. However, in considering these comparisons, the reader should keep in mind that the Hess-Loup grading scale favors managerial flexibility.

22. According to one labor relations scholar, “borrowing” from existing contracts is common in labor relations and in the construction of collective bargaining statutes, and is the most common way for practices to spread from one jurisdiction to another.

**Table 3.** Ranking Charter School Contracts<sup>23</sup>

School	Compensation (Rank)	Personnel Decisions (Rank)	Work Rules (Rank)	Overall (Rank)
Civitas	2.83 (8)	3.33 (1)	2.25 (4)	2.80 (1)
Union Park	2.16 (20)	3.33 (1)	2.50 (4)	2.66 (1)
Camino Nuevo	2.16 (20)	3.33 (1)	2.37 (4)	2.62 (1)
Conservatory Lab School	2.66 (10)	3.16 (3)	2.00 (5)	2.60 (2)
Amber	2.33 (18)	3.33 (1)	1.87 (15)	2.51 (3)
Green Dot/UFT	1.50 (41)	3.03 (5)	2.50 (4)	2.34 (6)
Green Dot	1.50 (41)	3.03 (5)	2.00 (5)	2.18 (8)
Granada Hills	2.83 (8)	1.16 (44)	1.25 (32)	1.74 (29)
Pembroke Pines	2.16 (20)	1.33 (42)	1.66 (18)	1.72 (31)
<b>Charter Average</b>	<b>2.33</b>	<b>2.78</b>	<b>2.02</b>	<b>2.34</b>
<b>District Average</b>	<b>2.01</b>	<b>1.95</b>	<b>1.44</b>	<b>1.80</b>

The next few sections take a closer look at the charter school contracts and find that they address the same core issues that collective bargaining agreements in traditional public schools do, but they take a more streamlined and flexible approach. Typically, the charter contracts analyzed for this study offer greater staffing flexibility, have a longer workday and year, and create explicit avenues for teacher input in decision-making.

## Charter contracts allow for quicker terminations than traditional district contracts

The charter school contracts examined for this study contain more flexible staffing provisions than do most traditional collective bargaining agreements. While charter school collective bargaining agreements are often described as not having tenure, this is in fact a bit misleading.<sup>24</sup> Tenure is often mistakenly understood to mean permanent employment, or a “job for life.” However, as a legal concept tenure simply means a series of due process protections for teachers who are accused of misconduct or poor performance. The basic requirements of due process are notice and a hearing; in collective bargaining agreements, these typically take the form of “progressive discipline” provisions and grievance procedures.<sup>25</sup> Both charter and traditional contracts offer some degree of due process protections before a teacher can be disciplined or dismissed; the difference is what that process looks like.

Relative to traditional contract provisions, the grievance procedures outlined in the charter contracts examined here typically reduce the amount of time required to complete the grievance process. For example, the Civitas and Union Park charter schools in Chicago have grievance processes totaling, respectively, 49 and 44 days plus time for arbitration, while the grievance process outlined in the Chicago Public Schools contract totals 155 days plus arbitration. Similarly, the Conservatory Lab School in Boston has a 47-day grievance and arbitration process, compared to a 136-day process for the Boston

23. Using Hess and Loup’s “Leadership Limbo” grading methodology described in above section. The first number is the grade point average, and the number in parenthesis is how the charter contract would rank among the 50 district contracts that Hess and Loup examined.

24. See, for example, Steve Barr of Green Dot (“We don’t have tenure, we have just cause”) at League of Education Voters “Voices from the Education Revolution” speaker series panel discussion, October 25, 2010, Seattle; and Andrew Rotherham blog post at <http://www.eduwonk.com/2007/05/tenure-whats-in-a-word.html>.

25. Progressive discipline refers to a system that provides a graduated range of responses to employee performance or conduct problems, with the intent of correcting negative behavior rather than punishing the employee. This is also referred to as positive discipline programs, performance improvement plans, or corrective action procedures. A grievance procedure is a formal process outlined in the contract to address complaints by employees who believe that they have been wronged by a management decision; for example, a teacher might file a grievance upon receiving a notice of termination.



Public Schools. On average, the charter school contracts examined specify 82 days for a grievance process, compared to 123 days in the five comparable local district contracts.

The charter contracts also tend to offer greater managerial discretion in dealing with layoffs. Seven of the nine charter contracts allow for the use of teacher performance as a factor in layoff decisions, compared to only 25 percent of the traditional contracts in the NCTQ database.

**Table 4.** Grievance Processes Compared

Charter School	Est. # Days	Local District	Est. # Days
Amber	Not specified	New York City	115+
Camino Nuevo	59	Los Angeles	142
Civitas	49+	Chicago	155+
Conservatory Lab	47+	Boston	136+
Granada Hills	131	Los Angeles	142
Green Dot	102	Los Angeles	142
Green Dot/UFT	145	New York City	115+
Pembroke Pines	80+	Broward Co., Fla.	67+
Union Park	44	Chicago	155+
<b>Charter Average</b>	<b>82</b>	<b>District Average</b>	<b>123</b>

## Charter contracts include provisions that limit teacher workload and give teachers a formal role in decision-making

Charter schools are known to be demanding places to work. While most teachers interviewed for the broader CRPE study of charter schools accept, and even embrace, the sometimes intense work demands in their schools, some teachers and union leaders cited teacher burnout as a growing issue. Previous research indicates that charter school teachers would like more clarity and stability in their job descriptions.<sup>26</sup>

Additionally, almost all the teachers, principals, and union officials in unionized charter schools that were interviewed pointed to teachers’ desire for increased involvement in decision-making as an important factor in their school’s decision to unionize. The charter contracts examined attempt to address these concerns by providing some basic boundaries on teacher workload, and by establishing forums for teachers’ input in decision-making.

All but one of the charter contracts examined place caps on class sizes, which, at 20 to 25 students per teacher, are well within the norm across all teacher contracts. In addition, all of the charter contracts set aside time for class preparation, typically offering one class period (45 minutes) each day (similar to traditional contracts).

Charter school contracts tend to create mechanisms for teacher involvement in school decision-making by providing more formalized routes for teacher input—usually via participation on school committees. Seven of the nine contracts analyzed for this study established such committees, and most of these contracts also included language about the importance of collaboration between teachers and school

26. Betheny Gross and Michael DeArmond, *Parallel Patterns: Teacher Attrition in Charter vs. District Schools*, National Charter Schools Research Project (Seattle: Center on Reinventing Public Education, September 2010).

leaders. Notably, while providing for teacher input, the contracts typically specify that the teacher committees are advisory in nature, their recommendations are nonbinding, and the school principal or the board retains final decision-making authority.

Such provisions reflect teachers' desire for increased involvement in decision-making (often referred to as "teacher voice"), which interviewees said was an important factor in the decision to unionize. As one charter leader said, "The teachers told me, 'We're not interested in tenure ... but we are interested in some more formal decision-making authority.'" Another teacher explained that the union "helped us in pushing back and saying we just want to be included in decisions." And as a charter leader at a unionized charter school opined, "The idea of getting teacher voice is just good practice in schools."

Charter school leaders, unionized and non-unionized alike, seem happy to create forums for teacher influence. New charter schools often involve teachers in discussions and decisions about the direction of the organization. One charter school leader said that his school's contract provisions regarding teacher involvement merely codified what was already common practice there.

Engaging teachers in school-level decisions, according to a leader at Green Dot, is also a defense against contract expansion, allowing the organization to remain nimble. The thinking is that if an issue arises between teachers and administrators at a particular school, a faculty committee can address and resolve it locally, rather than negotiating the issue into the next system-wide contract. As Green Dot CEO Marco Petruzzi explains, "Just like teachers often don't want management to make top-down decisions for them, we don't believe they want a union contract to set decisions for them and take autonomy and responsibility away from their school. So we are constantly saying, 'That decision stays at the school and doesn't belong in the contract.'"<sup>27</sup>

## **Charter contracts allow for extended school day and year, and support flexibility in workday schedules**

There is growing evidence that more time in school is necessary to dramatically accelerate learning for students who have fallen behind academically.<sup>28</sup> Serving such students is often central to the mission of charter schools. The charter contracts analyzed by CRPE researchers appear to accommodate that mission by allowing for longer workdays than most traditional contracts.

All but one of the charter school contracts examined require at least an eight-hour workday or leave the workday definition vague (e.g., an untimed "professional day" rather than a defined number of hours).<sup>29</sup> According to founder Steve Barr, Green Dot teachers are "expected to work an extended day."<sup>30</sup> By comparison, only 18 percent of the district contracts in the NCTQ database require workdays of eight hours or longer. The local district contracts in the study sample require even shorter workdays, ranging from about six hours a day in Boston to seven and a half hours in Broward County, Florida.

The charter contracts also specify a longer work year than in typical district contracts. The typical district contract in the NCTQ database includes 188 days for instructional and teacher professional development, while the unionized charter schools include 194 days. The Civitas contract, the longest work year in the study sample, includes 192 instructional days plus 10 professional development days. Meanwhile, the district contract for Chicago has 170 instructional days and 14 professional days. The Green Dot/UFT contract adds four professional development days to the standard New York City school calendar and reduces instructional days by one day.<sup>31</sup>

27. Personal communication with author, June 30, 2011.

28. See, for example, supporting research on time and learning cited by *Massachusetts 2020's Expanded Learning Time Initiative* at <http://www.mass2020.org/node/135>.

29. Conservatory Lab School requires an eight-and-a-half hour day but allows teachers to leave early if they don't have afterschool meetings.

30. Steve Barr at League of Education Voters "Voices from the Education Revolution" speaker series panel discussion, October 25, 2010, Seattle.

31. Green Dot/UFT is a high school, so the comparison here is to the New York City calendar for high school teachers.



**Table 5.** Length of School Year and Workday Compared<sup>32</sup>

Charter School	Total Days	Instructional Days	Professional Days	Teacher Workday
Amber	Not stated	Not stated	Not stated*	8 hours
Camino Nuevo	200	190-195	5-10	8 hours
Civitas	202	192	10	8 hours
Conservatory Lab School	190	180	10	8.5 hours
Granada Hills	182	180	2	“Professional day”
Green Dot	193	183	10	“Professional day”
Green Dot/UFT	188	180	8	“Professional day”
Pembroke Pines	196	186	10	7.5 hours
Union Park	186 (191 for first-year teacher)	180	6 (10 for first-year teacher)	“Professional day”
<b>Charter School Average</b>	<b>192</b>	<b>184</b>	<b>8</b>	<b>8 hours</b>
District School	Total Days	Instructional Days	Professional Days	Teacher Workday
Boston	182	180	2	6.3-6.7 hours
Broward Co.	190	180	10	7.5 hours
Chicago	184	170	14	7 hours
Los Angeles	182	180	2	“Professional day”
New York City	185	181-182	3-4	6.8 hours
<b>Local District Average</b>	<b>185</b>	<b>178</b>	<b>6</b>	<b>7 hours</b>
<b>NCTQ Average</b>	<b>188</b>	<b>180</b>	<b>9</b>	<b>7.4 hours</b>

\* Amber employees attend a 10-day summer institute for job-related professional training, for which they receive additional compensation.

Many of the charter contracts examined also build flexibility into the teacher’s workday to accommodate afterschool meetings or other duties that extend beyond the school day. According to the Civitas contract, for example, a standard workday is eight hours, but teachers “shall make themselves reasonably available for short meetings ... beyond the standard work day.” The contract further states that a teacher’s history of being available for such meetings is a relevant factor in evaluations.

## Charter contracts stick to traditional salary schedules

Many national education reformers view traditional step-and-lane salary schedules, which base teacher pay on level of education and years of experience, as out of date. They contend that a significant part of teacher compensation should be based on performance. Yet the charter school contracts examined for this study—even Green Dot, which is much lauded as a forward-thinking reform contract—all rely primarily on step-and-lane. Four contracts—Camino Nuevo, Pembroke Pines, Granada Hills, and Union Park—offer additional compensation for added credentials or activities such as earning a National Board certification, serving as an instructional coach or mentor teacher, or coordinating activities and coaching athletics. But these bonuses differ little from those found in traditional district contracts. It may be that the charter contracts reflect the broader, non-unionized charter community, which does not seem to be experimenting with pay structures as much as might be expected.<sup>33</sup>

32. Some numbers do not add up due to rounding; teacher workday averages do not include schools and districts that define the workday as a “professional day” rather than as a specified number of hours; where there is a range of days and hours it reflects differences between elementary school and high school.

33. Betheny Gross and Michael DeArmond, “How Do Charter Schools Get the Teachers They Want?” National Alliance for Public Charter Schools Issue Brief, March 2011, available at [http://www.publiccharters.org/files/publications/NAPCS\\_TeacherBrief\\_March2011.pdf](http://www.publiccharters.org/files/publications/NAPCS_TeacherBrief_March2011.pdf).

The Hess-Loup rankings referenced above, however, suggest that most of the charter school contracts in this study offer somewhat greater flexibility to supplement compensation than do traditional district contracts. In fact, seven of the nine charter contracts examined would rank in the top 20 out of 50 in the Hess-Loup ratings on teacher compensation. Three of the nine charter contracts incorporate performance into compensation decisions, compared to just under one-quarter of the contracts in the NCTQ database. The approach to performance-based compensation varies somewhat across these charter contracts, but each supplements the traditional step-and-lane schedule with performance bonuses. The Amber contract offers school-wide bonuses for teachers based on student performance on state tests; teachers whose students were tested are eligible for higher amounts. The Civitas contract states that the school can “supplement the salary of any [teacher] with performance pay” based on criteria that the school will identify to the union based on input from a school committee. At Conservatory Lab School, teachers’ placement within the steps and lanes is “determined by the Head of School based on teacher performance.”

## Teacher evaluation provisions reflect some reformist recommendations

Recently there has been a strong national movement to make teacher evaluation more meaningful. The New Teacher Project (TNTP), which has led the discussion, proposes six design standards that it argues any rigorous and fair evaluation system should meet:

- At least annual reviews for all teachers;
- At least four levels of ratings;
- A specified evaluation rubric;
- Frequent observation and feedback (more than annually);
- Multiple measures of teacher performance, including the use of student performance data; and
- Implications for teacher compensation and employment decisions.<sup>34</sup>

The charter school contracts examined for this study reflected some, but not all, of these recommended evaluation elements. As already noted, seven of the nine contracts allow school leaders to use teacher evaluations in layoff decisions. (None of the five district contracts in the comparison group allow for this.) All but one charter contract specify an evaluation rubric, as do all of the comparison district contracts; seven charter contracts require annual reviews, compared with two district contracts; and five charter contracts call for observation and feedback more than once per year, compared to four of the district contracts.

TNTP’s recommended provisions that show up least often in the charter school contracts examined are the multiple levels of ratings, implications for compensation decisions, and use of student performance data.<sup>35</sup>

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34. The New Teacher Project, *Teacher Evaluation 2.0* (October 2010), available at <http://tntp.org/files/Teacher-Evaluation-Oct10E.pdf>.

35. Only two of the charter contracts specifically prohibit the use of student data, while the Green Dot and Green Dot/UFT contracts allow for the use of student data at the option of the teacher.

**Table 6.** TNTP’s Recommended Teacher Evaluation Provisions Compared

<b>Charter Schools</b>	<b>Annual reviews?</b>	<b>Four levels?</b>	<b>Specified rubric?</b>	<b>More than annual feedback?</b>	<b>Use student performance?</b>	<b>Implications for layoffs?</b>	<b>Implications for compensation?</b>
Amber	Yes	Not stated	Not stated	Not stated	Not stated	Yes	No
Camino Nuevo	Yes	Yes	Yes	Yes	Not stated	Yes	No
Conservatory Lab School	Yes	Not stated	Yes	Not stated	No*	Yes	Yes
Civitas	Yes	No	Yes	Yes	No	Yes	Yes
Green Dot	Yes	Yes	Yes	Yes	Not stated	Yes	No
Green Dot/ UFT	Yes	Yes	Yes	Yes	Not stated	Yes	No
Granada Hills	No	Not stated	Yes	No	Yes	No	No
Pembroke Pines	Yes	No	Yes	No	Yes	No	No
Union Park	No	Not stated	Yes	Yes	Yes	Yes	Yes
<b>Charter Totals</b>	<b>7</b>	<b>3</b>	<b>8</b>	<b>5</b>	<b>3</b>	<b>7</b>	<b>3</b>
<b>District Schools</b>	<b>Annual reviews?</b>	<b>Four levels?</b>	<b>Specified rubric?</b>	<b>More than annual feedback?</b>	<b>Use student performance?</b>	<b>Implications for layoffs?</b>	<b>Implications for compensation?</b>
Boston	No	No	Yes	Yes	No	No	No
Broward Co., Fla.	Yes	No	Yes	Yes	Yes	No	Yes
Chicago	No	Yes	Yes	Yes	Yes	No	Not stated
Los Angeles	No	Not stated	Yes	Yes	Yes	No	No
New York City	Yes	No	Yes	Not stated	Yes	No	No
<b>District Totals</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>1</b>

\* The Conservatory Lab School contract prohibits the use of student performance on state or federal standardized tests as a factor in determining salary placement. The contract is silent on the use of student performance in the evaluation process.

## SOME CHARTER LEADERS EXPRESS CONCERNS

Despite the relatively flexible nature of most of the charter school collective bargaining agreements examined here, a number of charter leaders, primarily those whose schools had unionized by teacher vote, expressed concerns about the impact of unionization on their schools in particular, and on the charter movement in general.

Several charter leaders questioned whether unions could simultaneously represent the interests of both charter schools and traditional public schools, or whether these interests conflict. As an example, they pointed to unions that organize charter school teachers at the local level, while at the same time lobbying against charter school interests—for example, by pressing for a cap on the number of charter schools—at the state level. One charter school principal complained, “The union says it supports us, but I’m starting to have my doubts, because our interests are so different.” Recently, teachers at Conservatory Lab School in Boston have been debating whether to dissolve their union, citing concerns that the state union sometimes seems more interested in pushing its own agenda than looking after the needs of a small charter school.<sup>36</sup> For example, the state union recently met with the principal to advocate unionizing several part-time music instructors, against the wishes of the school’s union leaders. According to a school union leader, teachers there are more interested in focusing on pay and scheduling than on expanding union membership.

Interviewees also pointed out that when charter teachers unionize, it can have a chilling effect on dialogue between school leaders and teachers. Two labor lawyers said that when a school unionizes, management loses the ability to have open dialogue with individual teachers, or groups of teachers, regarding issues that are subject to collective bargaining (basically, anything having to do with wages, hours, and terms and conditions of employment). Instead, school leaders can only discuss these issues with the teachers’ exclusive bargaining representative. These lawyers contend that, in a way, charter teachers actually lose “voice” by unionizing because the union now speaks for them on so many issues.<sup>37</sup>

Leaders of unionized charter schools also expressed concern over the loss of control over personnel decisions, and argued that the union’s one-size-fits-all approach to collective bargaining and emphasis on solidarity doesn’t always fit well with the unique and distinctive needs of individual charter schools. The dispute between KIPP Baltimore and the Baltimore Teachers Union over the KIPP schools’ extended school day and school week is one example of this tension. Finally, a number of the charter leaders interviewed predicted that the “thin” charter contracts will grow more restrictive in the future. As one school leader said, “I’ve never seen a contract get smaller or more focused on kids over time.”

Another charter school principal summed up her feelings regarding charter schools and unions this way: “Do I think unions can coexist with charters? I think they can. But it’s definitely better not to.”

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36. James Vaznis, “Charter school may exit union: Teachers cite frustration with state federation,” *Boston Globe*, June 6, 2011, [http://www.boston.com/news/education/k\\_12/articles/2011/06/06/charter\\_school\\_teachers\\_may\\_pull\\_out\\_of\\_union/?page=full](http://www.boston.com/news/education/k_12/articles/2011/06/06/charter_school_teachers_may_pull_out_of_union/?page=full).

37. Charles Kerchner calls this contention—that workers actually lose the ability to influence management because they have a union—the “oldest management line in the world.” He said that he doesn’t know of a district school in the country where this is true.

## CONCLUSIONS

While unionized charter schools constitute a relatively small fraction of the charter school landscape, teachers unions have nevertheless always been and will continue to be part of the charter school story. Some school leaders and teachers embrace them. Others worry that labor contracts will bog down their small and nimble organizations.

For non-unionized charter schools, attention to basic management practices and employment policies can go a long way toward building work environments that keep teachers satisfied and productive without a labor contract.

When charter schools do unionize, whether by design or as a result of teacher organizing, this analysis suggests that union contracts can be crafted in ways that respect the unique missions and priorities of charter schools, provide teachers with basic protections, and maintain organizational flexibility. When charter schools can negotiate their own contracts, instead of being bound by existing district contracts, the contracts appear more likely to reflect conditions of teaching typically seen in charter schools: that a teacher's worth is not measured by his or her degrees or "seat time"; that the teaching job is flexible; and that continuation in the job is determined by performance and not merely seniority.<sup>38</sup> In doing so, charter school contracts can provide traditional public schools with valuable illustrations of alternative, reform-minded contract language in areas such as staffing (for example, streamlined tenure provisions), use of time (an untimed "professional day"), and teacher decision-making (formal structures for incorporating "teacher voice").

Charter school contracts are not as innovative as they could be, though. The charter contracts reviewed here made few changes in teacher pay structures, and may not be keeping up with traditional districts in their development of teacher evaluation procedures.

On a broader policy level, state laws that force charter schools to be bound by district contracts can undermine a charter school's ability to protect its core mission and values. For example, it appeared that the KIPP schools in Baltimore, when required to adhere to the local district contract, would be forced to give up their 9.5-hour school days and Saturday school—two keystone elements of their program. The two sides ultimately reached a compromise that allowed the schools to continue to operate an extended day and week, but such ad hoc solutions are not reliable in the long run. Instead, as the National Alliance for Public Charter Schools argued in a 2008 policy statement, state law should provide a charter school's teachers the choice to work independently or negotiate as their own separate bargaining unit.<sup>39</sup>

A key question is what will happen to these contracts in the future. Analyst Andrew Rotherham says that it will be important for both the charter school community and teachers unions to think about what these contracts will look like as they are renegotiated:

*"I'd say that the first-generation contracts will not be onerous at all. It's the second- and third-generation effects that are unknown and important for charter schools to think through. Yet there is risk there for the teachers unions, too. Namely dilution. The more reformist agreements they sign on to and the more common the portfolio approach to contracts becomes then the harder it gets to defend a lot of the work rules that exist in many places."<sup>40</sup>*

38. Betheny Gross, *Inside Charter Schools: Unlocking Doors to Student Success*, National Charter School Research Project (Seattle: Center on Reinventing Public Education, February 2011).

39. National Alliance for Public Charter Schools, "Teacher Leadership in Public Charter Schools: A Statement by the National Alliance for Public Charter Schools," October 20, 2008; retrieved from [http://www.publiccharters.org/data/files/Publication\\_docs/Teacher\\_Leadership\\_in\\_Public\\_Charter\\_Schools\\_20110402T222340.pdf](http://www.publiccharters.org/data/files/Publication_docs/Teacher_Leadership_in_Public_Charter_Schools_20110402T222340.pdf). For an alternative approach to charter school labor law, see Martin H. Malin and Charles Taylor Kerchner, "Charter Schools and Collective Bargaining: Compatible Marriage or Illegitimate Relationship?" *Harvard Journal of Law & Public Policy*, Vol. 30, No. 3, 2007. The authors argue that current labor laws are incompatible with charter schools, and advocate that the charter school labor relationship be established as a function of the charter itself as opposed to through existing state or federal labor laws.

40. Andrew Rotherham, "KIPP's Union," retrieved April 19, 2011 from <http://www.eduwonk.com/2009/02/kipps-union.html>.

Another charter observer points out an interesting challenge for unions in organizing charter schools: teacher turnover at charter schools can be high, and new hires may not embrace a union formed under their predecessors, causing support for the union to dwindle.<sup>41</sup> Looking ahead, it will be worth watching what happens to school-level support for unionization as more and more unionized charter schools experience teacher turnover.

An obvious question that requires further research: What is the impact of charter school unionization on important outcomes, such as resource allocation, teacher attrition, and student achievement on standardized tests? This question was beyond the scope of this study, but it clearly deserves attention.

Finally, in charter schools, new teacher roles and relationships are evolving. In his superb peer review of this paper, labor relations scholar Charles Kerchner cites a number of examples, and suggests that the impact of this evolution on unionism is worth further study. Kerchner points out that “one of the promises of charter school legislation was to invigorate teaching and create novel forms of school organization.” He goes on to suggest “looking hard at places where the technology of teaching (not just teaching with technology) has changed. When work technology changes—as it did from craft to mass production—unionization always changes, too.”

Will charter school collective bargaining agreements eventually become leading examples of compensation and evaluation reform, as they have with tenure, dismissal, and layoff policies? Will they reflect a charter school’s core values and allow the school to maintain organizational flexibility? Can charter schools serve as incubators of good labor relations practices? Or will charter contracts grow more restrictive, inhibiting the flexibility valued by charter leaders and upsetting the fundamental charter bargain of increased autonomy in exchange for heightened accountability? The first generation of charter school contracts suggests that under the right circumstances, charters and unions can coexist. But future contract renegotiations, union organizing efforts, and policy decisions will determine whether the charter-union relationship proves productive for charter schools, for unions, and, ultimately and most importantly, for students.

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41. James Vaznis, “Charter school may exit union: Teachers cite frustration with state federation,” Boston Globe, June 6, 2011, [http://www.boston.com/news/education/k\\_12/articles/2011/06/06/charter\\_school\\_teachers\\_may\\_pull\\_out\\_of\\_union/?page=full](http://www.boston.com/news/education/k_12/articles/2011/06/06/charter_school_teachers_may_pull_out_of_union/?page=full).

# APPENDIX A. COLLECTIVE BARGAINING AGREEMENTS EXAMINED FOR THIS STUDY

## CHARTER SCHOOL COLLECTIVE BARGAINING AGREEMENTS

**Amber:** Amber Charter School And UFT Collective Bargaining Agreement (September 1, 2009–August 31, 2010)

**Camino Nuevo:** Collective Bargaining Agreement Between Camino Nuevo Charter Academy (CNCA) And Camino Nuevo Teachers Association (CNTA) (July 1, 2008–June 30, 2010)

**Civitas:** Collective Bargaining Agreement By And Between The Chicago Alliance Of Charter Teachers And Staff, Local 4343, IFT-AFT/AFL-CIO And Civitas Schools, LLC (October 30, 2009 through August { }, 2012)

**Conservatory Lab School:** Tentative Agreement Between The Conservatory Lab Public Charter School Board Of Trustees And The Conservatory Lab Charter School Staff Union, American Federation Of Teachers – Massachusetts (August 1, 2009–July 31, 2012)

**Green Dot:** Agreement Between Green Dot Public Schools, A California Not-For-Pro ft Corporation And The Asociación De Maestros Unidos/CTA/NEA (Effective through June 30, 2010)

**Green Dot/UFT:** Green Dot New York Charter School And The United Federation Of Teachers Collective Bargaining Agreement (August 25, 2008–August 31, 2011)

**Granada Hills:** Agreement Between Granada Hills Charter High School (GHCHS) And United Teachers Los Angeles – CHCHS Charter (UTLA) (July 1, 2009 to June 30, 2012)

**Pembroke Pines:** Collective Bargaining Agreement For The Broward Teachers Union And The City Of Pembroke Pines (July 1, 2007–June 30, 2010)

**Union Park:** Collective Bargaining Agreement Between The Union Park Federation Of Teachers, Chicago ACTS, Local 4343, IFT-AFT/AFL-CIO and Union Park High Schools, Inc. (2010–2015)

## DISTRICT COLLECTIVE BARGAINING AGREEMENTS

**Boston:** Agreement Between The School Committee Of The City Of Boston And The Boston Teachers Union, Local 66, AFT, AFL-CIO (September 1, 2006 through August 31, 2010)

**Broward County, Fla.:** Collective Bargaining Agreement 2008-2009 School Year Between The Broward Teachers Union And The School Board Of Broward County, Florida (August 16, 2001–August 15, 2009)

**Chicago:** Agreement Between The Board Of Education Of The City Of Chicago And The Chicago Teachers Union, Local No. 1, American Federation Of Teachers, AFL-CIO (July 1, 2007–June 30, 2012)

**Los Angeles:** Agreement Los Angeles Uni fed School District And United Teachers Los Angeles (2006–2009)

**New York City:** Agreement Made And Entered Into By And Between The Board Of Education Of The City School District Of The City Of New York And United Federation Of Teachers, Local 2, American Federation of Teachers, AFL-CIO (October 13, 2007 through October 31, 2009)



## APPENDIX B. CHARTER SCHOOLS WITH COLLECTIVE BARGAINING AGREEMENTS, BY STATE, 2009-10<sup>42</sup>

**Appendix Table B1.** Charter schools not required to be part of district personnel policies or collective bargaining agreements

State	Total # of Charter Schools	Charters with Collective Bargaining	Charters with Collective Bargaining Bound by Law
Arizona	508	0	0
California	807	122	0
Colorado*	158	0	0
District of Columbia	96	0	0
Delaware	18	0	0
Florida	411	16	0
Georgia	89	0	0
Idaho	36	0	0
Illinois	102	9	0
Minnesota	153	0	0
Missouri	33	1	0
New Hampshire	11	0	0
New Mexico	72	1	0
Oklahoma	18	0	0
Oregon	102	29	0
Pennsylvania	135	4	0
Tennessee	22	0	0
Utah	72	0	0
Wyoming	3	0	0

\* Colorado law doesn't directly address this issue, but has been consistently interpreted to exempt charter schools from district collective bargaining agreements.

**Appendix Table B2.** Charter schools required to be part of district personnel policies or collective bargaining agreements

State	Total # of Charter Schools	Charters with Collective Bargaining	Charters with Collective Bargaining Bound by Law
Alaska*	26	26	26
Hawaii*	31	31	31
Iowa	8	8	8
Kansas*	36	35	35
Maryland*	36	36	36
Virginia	3	3	3

\* Starred states allow schools to apply for exemptions.

42. National Alliance for Public Charter Schools, *Measuring up to the model: A ranking of state charter school laws*, second edition (Washington, DC: Author, 2011).



**Appendix Table B3.** Some schools are exempted from district personnel policies or collective bargaining agreements, and others are not

State	Total # of Charter Schools	Charters with Collective Bargaining	Charters with Collective Bargaining Bound by Law
Arkansas	29	1	1
Connecticut*	18	3	0
Indiana	54	1	1
Louisiana	77	0	0
Massachusetts*	62	8	7
Michigan <sup>+</sup>	240	6	0
New Jersey	68	9	0
New York	140	24	19
Nevada	28	0	0
North Carolina	96	0	0
Ohio	322	42	32
Rhode Island*	13	3	3
South Carolina	38	0	0
Texas	542	15	15
Wisconsin	206	171	171

\* Starred states allow schools not exempted to apply for exemptions.

<sup>+</sup> Michigan charter schools are only bound to agreements for certain employees.

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