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LEADING THE LOCAL:

Teachers Union Presidents Speak on Change, Challenges

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ABOUT EDUCATION SECTOR

Education Sector is an independent education think tank based in Washington, D.C. It is a nonprofit and nonpartisan organization devoted to developing innovative solutions to the nation's most pressing educational problems. The organization seeks to be a dependable source of sound thinking on education policy and an honest broker of evidence in key education debates in Washington and nationally.

Teachers unions are among the most powerful organizations in American education today. At the state and national level, the National Education Association (NEA) and American Federation of Teachers (AFT), the two largest, have long exerted tremendous influence over education policy. But it is the leaders of the thousands of local NEA and AFT affiliates who hold the greatest sway over the educational lives of public school teachers and students.

Unlike many other countries, the U.S. has no national teachers union negotiating a single contract for the country's entire teaching force. Instead 45 states permit or require collective bargaining and, within those states, local teacher representatives negotiate contracts one by one with their local school boards. These agreements define local policies and practices ranging from class size and the length of the school day to textbook selection and teacher evaluation.

Yet we know very little about these influential local union presidents who represent teachers in these local contract negotiations. Almost no research has been done about their backgrounds, their beliefs, or their priorities. Understanding them is especially important at this time when public education faces unprecedented challenges—the performance demands of the federal No Child Left Behind Act and state accountability systems, stiff competition from charter schools (which are rarely unionized) and private schools enrolling students with publicly funded vouchers, and growing turnover in the teaching force.¹

Critics contend that teachers unions are antiquated, obstructionist organizations that promote the interests of their members at the expense of students and stand in the way of reforms needed to attract new teachers, compete successfully with charter schools, and meet state and federal accountability demands. Union supporters counter that teachers unions defend and strengthen public education through improved wages and working conditions, innovative programs, and constructive labor-management relationships. However, we seldom hear the views of local union leaders about the role that their organizations do and should play in public education and school reform.

To learn about these key public educators, their priorities as union leaders, and their views on teacher unionism, the teaching profession, and education reform today, we conducted intensive interviews with the presidents of 30 local unions in six states: California, Colorado, Florida, Maryland, Massachusetts, and Ohio. We sought to understand the thoughts and approaches of the newest generation of local union leaders, rather than those of leaders whose views were forged three or four decades ago when bargaining began and industrial style unionism prevailed. As a result, we included in our study only presidents elected to their posts in the last eight years. Nearly all, however, were long-time union members, closer to the end of their career than to the beginning. (See sidebar, p. 4.)

An Expanded Agenda

We found that these presidents were not focused exclusively on advancing the traditional union agenda of better salaries, benefits, working conditions, and fair evaluation processes for their members. Although they said it was absolutely essential to pursue those goals, very few stopped there. “Today [your vision] has to be more than just working conditions, benefits, and salary. You have got to have more than that,” Marietta English, president of the Baltimore Teachers Union, told us. Most said that conventional union priorities were necessary, but not sufficient, given the increasing expectations of new teachers for professional support, the demands of school reform, and growing competition from charter schools and other nontraditional forms of public education. Cincinnati Federation of Teachers President Sue Taylor said she has been direct with her members about the challenges posed by charter schools: “What I say constantly in our membership meetings is that we,

Study Participants

California

Alex Anguiano	Sweetwater Education Association	Sweetwater Union High School District
A.J. Duffy	United Teachers Los Angeles	Los Angeles Unified School District
Jim Groth	Chula Vista Educators	Chula Vista Elementary School District
Bruce Seaman	Grossmont Education Association	Grossmont Union High School District
Sarah Ross	Associated Pomona Teachers	Pomona Unified School District

Colorado

Mark Chavez	Boulder Valley Education Association	Boulder Valley School District
Tom Lynch	Westminster Education Association	Adams 50 School District
Lori Maag	Greeley Education Association	Greeley-Evans Weld County District 6
Kim Ursetta	Denver Classroom Teachers Association	Denver Public Schools
Irma Valerio	Colorado Springs Education Association	Colorado Springs School District 11

Florida

Karen B. Aronowitz	United Teachers of Dade	Miami-Dade County Public Schools
Janice D. Brown	Glades County Classroom Teachers Association	Glades County School District
Theo Harris	Palm Beach County Classroom Teachers Association	Palm Beach County School District
Von D. Jeffers	Collier County Education Association	Collier County Public Schools
Patrick A. Santeramo	Broward Teachers Union	Broward County Public Schools

Maryland

Gary Brennan	Frederick County Teachers Association	Frederick County Public Schools
Bonnie Cullison	Montgomery County Education Association	Montgomery County Public Schools
Ann DeLacy	Howard County Education Association	Howard County Public Schools
Marietta English	The Baltimore Teachers Union	Baltimore City Public School System
Carol Kilby	Prince George's County Educators' Association	Prince George's County Public Schools

Massachusetts

Cheryl A. DelSignore	Educational Association of Worcester	Worcester Public Schools
Sherrill Neilsen	Needham Education Association	Needham Public Schools
Timothy Sheehan	Amherst-Pelham Education Association	Amherst-Pelham Public Schools
Richard Stutman	Boston Teachers Union	Boston Public Schools
Paul Toner	Cambridge Teachers Association	Cambridge Public Schools

Ohio

Susan Brooks	Mount Healthy Teachers' Association	Mount Healthy City School District
Melissa Cropper	Georgetown Federation of Teachers	Georgetown Exempted Village School District
Rhonda Johnson	Columbus Education Association	Columbus Public Schools
Sue Taylor	Cincinnati Federation of Teachers	Cincinnati Public Schools
Willie A. Terrell, Jr.	Dayton Education Association	Dayton City School District

first and foremost, have got to find a way to raise student achievement. ... And if we don't figure out how to make improvements in student achievement, we're not going to have a school district, much less a union to advocate for anyone."

Many presidents have sought to promote teachers' active role in change both within and beyond school districts. Priorities varied from person to person and locale to locale, but these presidents' expanded agenda often has included induction programs to support new teachers, professional development, alternative approaches to pay, and active engagement in school reform. Many of the union leaders reported that, in order to achieve this expanded agenda, they have worked closely with school administrators to develop new mechanisms for collaborative labor-management relations.

Leading Two Generations of Teachers

The presidents reported that their agenda has expanded in part due to pressure from their members. The local presidents described their efforts to lead two groups of teachers—veterans and novices—who had different and often competing needs, interests, and beliefs about the appropriate role of teachers unions. Veterans, many of whom helped to found teachers unions in the late 1960s and 1970s, rarely questioned the importance of unions. In general, they wanted to preserve traditional approaches to pay and protections and maintain autonomy in their classrooms. The presidents said, however, that newer teachers had no memory of the hardships teachers endured prior to unionization. Most new teachers took the contract for granted and some even questioned the need for a labor organization in schools. Unlike their veteran counterparts, many of these novices expected their unions to give them strong support in the first, often difficult years of teaching, provide ongoing training, pursue innovations in pay, or create opportunities for teachers to take on different roles in school. Rhonda Johnson of the Columbus (Ohio) Education Association observed, "We're running a couple of parallel organizations."

Many presidents explained that the future of their local union depended on attracting new members and developing new leaders. They expanded their local agenda, in part, to meet the expectations of new teachers. They said they often had to persuade veteran

teachers that there were important gains to be made in venturing beyond the traditional union agenda. And doing so, they said, was not without risk: misjudging their members' readiness to embrace nontraditional goals and activities could result in failed reforms and lost elections.

Reforming Teacher Compensation

Presidents said it was essential to improve pay and benefits, not only to meet the needs and support the interests of their members, but also to ensure that their district could attract and retain the best possible new teachers. In addition, many were working with local school systems to pilot alternatives to the traditional practice of paying teachers on the basis of seniority and teacher credentials, including stipends for specialized roles or extra time, career ladders, pay incentives for teachers in hard-to-staff schools or subjects, and rewards for teachers certified by the National Board for Professional Teaching Standards.

Although many of these pay reforms affected small numbers of schools or teachers, they were notable in their departure from traditional, standardized pay scales used in virtually all of the nation's school districts. Most presidents doubted that individualized merit pay could be implemented fairly and effectively, although many supported school-based awards. The most ambitious compensation reform was in Denver, where labor and management had replaced the standardized salary scale with a system that included rewards for a variety of skills and accomplishments.

Addressing Teacher Quality

Although teachers unions are often charged with stifling efforts to improve teaching, these presidents thought that teacher quality was union business and that such criticisms were overstated. Most reported that seniority played little role in teachers' assignments, which was confirmed by our analysis of the districts' collective bargaining agreements. In most of these districts, principals had substantial discretion to choose their teachers.

The presidents acknowledged that sometimes unions defend ineffective teachers, but they argued that this would not occur as frequently if principals evaluated

teachers correctly and awarded tenure carefully. Most reported that they did not defend weak teachers unless individuals' due process rights were violated. Notably, three districts had adopted Peer Assistance and Review (PAR) programs in which expert teachers assisted and evaluated their peers, making recommendations about re-employment. In recent years, many of these unions had worked alone or with administrators to develop programs to support new teachers and provide ongoing professional development.

Reconceiving the Labor-Management Relationship

In the current climate of accountability and competition in American education, labor and management have many common interests. If the public schools fail, both sides lose. Industrial-style bargaining, which pits one side against the other, is of little use in solving difficult problems or developing new programs. With few exceptions, the presidents said that their districts had experimented with more collaborative interest-based or “win-win” approaches to collective bargaining.

Over time, however, most had adopted a hybrid approach, combining elements of adversarial and interest-based bargaining. Some said that they were engaged in continuous bargaining, which allowed them to amend the contract when needed, rather than waiting several years for the opening of formal negotiations. Day to day, most tried to resolve problems informally or through standing committees, rather than resorting to the formal grievance process.

There was wide agreement that such collaborative approaches depended on a respectful and open relationship between superintendents and local union presidents. Although a few presidents were wary of working closely with management, most said that a collaborative relationship did not require them to abandon union principles and priorities. Instead, they believed that such interaction was probably the only way to maintain and expand the union agenda.

This report describes and discusses the responses of these local union presidents to the challenges of leading two generations of teachers, reforming compensation, addressing teacher quality, and building new relationships between labor and management.

The Study

This study was conducted to understand more thoroughly the priorities and practices of today's local teachers union presidents as they seek to lead their organizations in a complex, changing environment. We chose six states—California, Colorado, Florida, Maryland, Massachusetts, and Ohio—that vary in important ways—geographical location, state labor laws, and political environment. Within each state, we identified a diverse sample of five districts, with districts varying in size, type (urban/suburban/rural), and trends of growth or decline in student populations. The samples were designed to include districts whose union leaders' views and activities spanned the full range from the traditional (focusing on hours, salary, and benefits) to the reformist (promoting new approaches to labor-management collaboration or teachers' roles).² In an effort to focus on current and emerging views, only presidents who had been elected during the past eight years were selected. The local unions included affiliates of both the National Education Association and the American Federation of Teachers.

Between March and September 2006, researchers visited and interviewed each president for two hours about a wide range of topics, including the role of the local union, their priorities and positions on key issues, individual strategies for leadership, and the character of local labor relations. Interviewing 30 presidents in 30 districts rather than conducting interviews with many actors in a few districts created both opportunities and limitations. By talking with an array of presidents in a variety of settings, the researchers were able to gain a broad perspective on the views of local union leaders today.

But they could not verify or elaborate the story presented by any single president. As a result, the interviews were supplemented with systematic analysis of the local contracts and newspaper accounts, which provided further evidence of local policy and practice. Ultimately, though, this is a report on the presidents and their views. Because this sample is relatively small and not randomly chosen, the findings, though instructive, cannot be generalized.

It is, however, the first major study of local union presidents and therefore provides a foundation for further research about this critically important, but largely unstudied, area of education policy. A more detailed description of this study's methodology is included in the Appendices.

The Presidents

Although the union presidents were newly elected, very few came from the ranks of early-career teachers. Nor were there distinct differences between “old-school” and “new-school” leaders. As a group, these presidents were seasoned teachers, much closer to retirement than to entry. They had taught between seven and 37 years, with an average 25 years of experience. They ranged in age from 29 to over 60, with most being in their mid-50s. The group was nearly balanced by gender (14 men and 16 women) and included 22 whites, five African Americans, and three Hispanics.

In addition to being experienced teachers, virtually all the presidents were long-time union members. Some, like Carol Kilby, president in Prince George’s County, Md., had grown up in union families and always assumed they would join the union. Other presidents, including Los Angeles’ A.J. Duffy, had been active for many years in politics or community organizing, and union leadership became a logical extension of that involvement. A few presidents had been neutral or anti-union when they entered teaching, but gradually changed their views in response to experiences they found troubling. For example, Lori Maag, president in Greeley, Colo., said that she had seen no reason to join the union during her first 10 years in the classroom, but changed her mind when she saw administrators berating teachers publicly. Gradually, her involvement grew.

The presidents developed as union leaders over a number of years. Most were loyal insiders who began as building representatives and worked their way up through the ranks. Many said they ran for president because they were next in line for the job, having served in a key role such as bargaining chair or vice president. Grossmont, Calif.’s President Bruce Seaman explained, “You don’t get to be president of the union unless you are part of that ‘in group’ and [have] the same goals and values and ideas and agreement.”

However, some respondents had defeated a long-time president or mounted a successful challenge to the

heir apparent. They explained that they ran because they disliked or distrusted their opponent, opposed their union’s current stance, or sought to rescue the union from its inside circle of leaders. Pomona, Calif.’s President Sarah Ross, who decided on her own to run, likened her union’s current executive committee to politicians who stay in office too long: “They just kind of keep feeding themselves and ... lose touch with reality.” Miami-Dade President Karen Aronowitz, a union building steward, decided to run after her predecessor and his allies were indicted for tax evasion and mail fraud. Theo Harris, president in Palm Beach County, Fla., also said that he was an outsider: “I was known in the district, but not as a union person. ... I wasn’t groomed to move in [those] circles.” Initially, he had not planned to run, but “when I saw who was going to be president, I felt that there would be no change.” A few presidents, all from smaller districts, agreed to take the job when no one else wanted it.

The circumstances of their election often shaped these presidents’ priorities as they entered office. For example, Cambridge, Mass., President Paul Toner said the current president “wasn’t listening to the people. He was damaging the credibility of the union, not only with [the] administration, but with our own members. More and more people were saying, ‘Why are we part of this union? They don’t seem to listen to us. They take positions that are foreign to us.’” As a result, Toner entered office intending to clear up several hundred unresolved grievances and collaborate more closely with management.

By contrast, the insiders whose ascendance to the presidency was predictable often said they wanted to provide continuity in achieving a well-established agenda, whether it was a traditional one (as in Dayton, Ohio) or a more reform-oriented agenda (as in Columbus, Ohio, or Montgomery County, Md.). However, even individuals who assumed the presidency in an orderly and obvious succession of officers brought their own priorities to the role.

Leading Two Generations

By its very name, the union signals solidarity. Whatever their differences, members are assumed to share a common set of concerns, priorities, and expectations. Four decades ago, when local teachers unions first organized to bargain collectively, teachers of all ages and experience levels allied in pursuit of higher salaries, fair assignments, and protection from administrative abuse.³ Today, those veteran teachers who first formed the union are retiring, and most districts are experiencing rapid turnover as a cohort of new teachers is hired to replace them.⁴ Local presidents in this study reported that, as a result of these far-reaching changes in the teaching force, they are serving the needs of their veteran teachers while simultaneously seeking to engage newer teachers as members and future leaders of the union.

Union presidents regularly reported that these two cohorts of teachers—the veterans and novices—hold different views about unions, have different needs as teachers, and present their union with different expectations.⁵ Thus, the union presidents we interviewed found themselves struggling to lead an organization far less unified than it once was. Although a few focused on the interests of one group over another, most reported trying to satisfy both at the same time. Columbus, Ohio’s Johnson, said that she ran two parallel organizations. One was comprised of “baby-boomers,” who joined the union during its early efforts to organize and bargain. The second included early-career teachers who had entered the classroom in the past 8–10 years and “expect us to be service-oriented [and] expect their calls to be returned right away.”

Experienced Teachers Recall Early Struggles

The presidents reported that their veteran members easily recall the union’s early struggles in the 1960s and 1970s to win bargaining rights and basic professional protections. Since then, many of these teachers have remained in the classroom and steadily (though often by small increments) moved up the salary scale. Today, few worry about job security because they have long had tenure under state law. However, they do expect their local union to make their salary a priority, especially since it will determine their retirement benefits. In addition, several presidents said that experienced teachers resent

current demands for instructional conformity in some districts, which limit their freedom to teach what they want and sometimes introduce extensive administrative responsibilities. As a group, however, these veteran teachers do not question the need for a teachers union.

New Teachers Have Different Expectations

By contrast, presidents widely reported that new teachers are not, as Frederick County, Md.’s Gary Brennan said, “into the whole union mentality as some of the older members are.” “Unions are not even on their radar screen,” observed Sherrill Neilsen of Needham, Mass. Susan Brooks, president of Mount Healthy, Ohio, one of the smallest districts in the study, was dismayed that her new members did not know about the strike that secured their contract: “They just don’t get what a gift that master contract is.”

The presidents offered various explanations for their new members’ lack of interest in the union or concern about traditional union priorities. Some, like Chula Vista, Calif.’s Jim Groth, said he thought it was because newer teachers were turned off by the confrontational, disrespectful labor-management relationships they had observed. Groth said that in Chula Vista, an active group of newer teachers had announced that they wanted to “get along with the district” and had worked to reframe the issues in a previous union election to focus on more professional matters. Denver President Kim Ursetta observed that “new teachers are more interested in the professional association role.” She said that they think, “‘what are you going to do to help me grow as a professional? ... How can you meet my needs?’” Both Montgomery County, Md.’s Bonnie Cullison and Los Angeles’ Duffy remarked that newer teachers were concerned about the perception that the union protected poor teachers.

Presidents also said that new teachers remained unconvinced that they, themselves, needed the union’s protection. Collier County, Fla.’s Von Jeffers said new teachers there believed that “the union is only there to protect bad teachers. ‘Well, I don’t need the union. I’m the best teacher ever.’” Presidents acknowledged that the union could offer no protection to novices in the growing number of states where probationary teachers (those lacking tenure under state law) had no job security and

could be dismissed summarily without explanation. Thus, the presidents could not expect new teachers' loyalty in exchange for legal protection.

Some said that newer teachers were not interested in the union because they were young and, unlike their veteran colleagues, did not expect to have a long career in teaching. For example, Miami-Dade's Aronowitz observed, "When you're in your 20s, who ever thinks you're really going to retire? And then if you're not staying in the profession, never mind. It's just not an issue."

Other presidents mentioned that, because the early years of teaching are so challenging for new teachers, "their first priority is keeping their head above water" (Tom Lynch, Westminster, Colo.); they are "struggling to get a grip" (Aronowitz, Miami-Dade); and they are "just trying to survive" (Brennan, Frederick County, Md.).

Finally, some presidents said that new teachers often objected to the state or national affiliate's political activity on behalf of pro-union candidates or in support of issues (such as abortion or gun control) that are not directly tied to education. Los Angeles' Duffy observed that 30 percent to 35 percent of California's new teachers were Republicans rather than Democrats, the traditional party of unions. When Duffy visited schools, he encountered "a discernible number of most new teachers who say 'I'm tired of the union supporting candidates that I don't support.'" Howard County, Md., President Ann DeLacy said that new teachers there were inclined to be "apolitical." However, in Greeley, Colo., Maag reported that, even though her new teachers would not attend meetings or assume responsibility for ongoing activities, she could count on them to "do the antics" on the picket line.

Many presidents suggested that teachers of this new generation believe that, as dues-paying members, they are entitled to the union's attention, yet feel no obligation to support its activities. Columbus, Ohio's Johnson noted that new teachers there expected the union to "take care of their needs right away. ... And if you don't then, 'OK, [Columbus Education Association], why am I paying my money?'"

Other presidents said that new teachers expected their union to shift its traditional priorities from favoring the more experienced teachers to favoring them. For

example, Maag said new teachers in Greeley, Colo., want more of the district's pay raises committed to the initial steps of the salary scale. In the much larger district of Broward County, Fla., Patrick Santeramo said that new teachers wanted "money, money, money, money" and had asked the union to reach out to property owners and developers so that they could afford to live in the district. In Los Angeles, where salaries for beginning teachers were relatively high, Duffy said new teachers were more likely to ask for professional development and good administrative support than were the veteran teachers.

Balancing the Needs of Two Cohorts

In most cases, local union presidents sought to address the needs of new members without curtailing their efforts on behalf of the veterans. However, resources were limited and those interviewed had begun to recognize that they could not allow the interests of veteran teachers to trump those of new teachers. This was apparent in several presidents' comments about their union's decision to provide professional development. For example, Irma Valerio in Colorado Springs, Colo., said, "I think the older guard are sick and tired of professional development. But I think that, for our new and upcoming teachers, that's where we need to develop some relationships and key into the things that they think are important. Otherwise, our membership is not going to last. ... [T]hese are the things that are key for our survival."

Attracting New Members and Developing New Leaders

Local union leaders said they had to engage in an aggressive annual membership drive to recruit new teachers if they were to ensure the union's long-term viability and continued political influence. In some districts, what once was a low-key welcome breakfast for new teachers in September had become an elaborate series of social events. Although all the presidents said they actively engaged in such recruitment, the drive was especially important in states such as Florida or Colorado that prohibit local unions from charging non-union teachers an agency fee for bargaining services.⁶ In all settings, outreach and communication had become high priorities for presidents. All teachers in Needham, Mass., had to pay either union dues or an agency fee

that approached the costs of membership. Nonetheless, Neilsen said that over the past three years her union's focus had "changed a lot because of the huge influx in new teachers. ... Our first priority is membership. Before negotiations, before grievances, before anything else, our first priority is always membership."

In addition to recruiting new members, many presidents reported making a concerted effort to ensure that teachers who joined became engaged and active. When asked to summarize their accomplishments, more than one-third of the presidents listed their success in expanding membership and participation by new teachers. The presidents sought to increase the proportion of recent recruits attending union meetings, serving as building representatives, or participating on various committees. Aronowitz in Miami-Dade said she welcomed "all degrees of activity." Boston's Richard Stutman explained that he wanted "people in leadership who are representative of every strata of membership." Grossmont, Calif.'s Seaman said that one of his major goals before retirement was to bring "new blood" into positions of union leadership. Similarly, in Amherst-Pelham, Mass., Timothy Sheehan said he "had purposely put together a mixed bargaining team that had people who'd done it for years and people who'd never done it before." He said he did this because he was trying to "build new leadership and build a future and longevity for the organization." Several presidents who made similar changes reported that their decisions sometimes generated resistance from older members who were asked to give up positions of authority.

Throughout the interviews, these union presidents described the challenges they faced in leading an organization comprised of two distinct groups of teachers, the veterans and the novices, who had different and sometimes competing needs and interests. In response, the presidents tried to set an agenda that took into account the priorities of experienced teachers (e.g., retirement benefits, protection of duty-free time) while also addressing the needs and expectations of new teachers (e.g., quick responses to individuals' questions, professional development). Many leaders pointed to the interests of new teachers as they explained their rationale for moving beyond traditional union goals and embracing an expanded union agenda, which included instructional improvement, active involvement in school reform, and even performance-based pay.

Reforming Teacher Compensation

Early union organizers were committed to winning higher wages for teachers, and the local presidents we interviewed confirmed their commitment to raising teacher salaries. However, few presidents viewed higher salaries solely as a way to improve their members' welfare. Rather, many argued that better compensation would help schools attract and retain high-quality teachers. Some contended that they must secure competitive wages for all members before considering more substantial pay reform. Nevertheless, most presidents had begun considering, and in many cases implementing, reforms that amended the standardized salary scale.

In education, discussions about salary typically center on the single salary scale, where a teacher's years of experience (steps) and educational attainment (lanes) combine to determine pay.⁷ Since it was introduced in 1921 to eliminate salary differences between elementary (mostly female) and secondary (mostly male) teachers, the single salary scale has become firmly entrenched in education. This compensation structure, which preceded collective bargaining, has spread well beyond unionized settings. Virtually all school districts, whether unionized or not, use this pay scale, as do many private schools. This ubiquitous salary scale, which has the advantage of being objective and easy to implement, has reinforced resistance to pay reforms.⁸

Nonetheless, as with other elements of the union agenda, the local presidents explained their approach to pay within the context of a reframed and expanded agenda. Presidents often said that they did not fundamentally oppose performance-based or alternative pay plans. In fact, many of their districts were experimenting with modifications to the standardized salary scale. These included extra pay for specialized roles within the school, performance-based pay tied to teacher evaluation or student achievement, and market incentives designed to attract teachers to hard-to-staff schools and subject areas. Some districts had introduced relatively modest changes that applied to all teachers; others were experimenting with far more substantial reforms in a small number of low-performing schools. Only Denver had actually replaced its standardized salary scale with an alternative compensation system. Other presidents remained unconvinced that a comprehensive and effective alternative to the standardized salary scale was available, although some expressed interest in that possibility.

The Importance of Compensation in the Union Agenda

Teacher compensation remains a very prominent union issue, both for the public and for the teachers. All but two of the presidents we interviewed included salary, benefits, or both on their short list of priorities, noting that both their novice and veteran members saw these “bread-and-butter” issues as having high priority. When local negotiations reached impasse, salary and benefits were almost always the unresolved issues. Reaching agreement was particularly difficult in places with very limited resources. In Mount Healthy, Ohio, Brooks stressed the need to pay teachers more: “In this district, salary is really important because we’ve fallen so far behind everybody.” However, she also acknowledged her district’s financial problems, saying, “They don’t want us to have more money because they don’t have it to give to us. And they’re really worried about the district going under financially.”

Limited local funds and rapidly rising health care costs also intensified bargaining about health benefits. In Chula Vista, Calif., Groth said health insurance had become “the number one issue of disagreement.” Facing stalled negotiations over the structure of employee health benefits, Cheryl DelSignore of Worcester, Mass., reported, “[T]he bottom line this year is health insurance.” Several presidents reported that funds initially earmarked for salary increases were moved to provide additional benefits and limit increases in the teachers’ share of health care costs.

Although these presidents pursued better pay and benefits to satisfy their members, they also sought to ensure the future of their district’s schools by attracting and retaining high-quality teachers. In Montgomery County, Md., Cullison said, “You support public education by making sure you have the best teachers. You do that by making sure that you have salaries and working conditions that entice them to come and make them stay.” Westminster, Colo.’s Lynch agreed: “I believe that the single biggest indicator of achievement is to have a bright, creative, caring teacher in front of those kids. ... Obviously, I don’t think that is done on the cheap. ... I think you pay for quality.” Union leaders contended that higher salaries were necessary in a competitive labor market. Toner of Cambridge, Mass., explained, “[M]y goal is always to be the number one so that I can say to a teacher, ‘Don’t leave. This is the best pay you are going

to get.” This effort to increase salaries in order to stem attrition intensified in communities with high housing costs or other attractive job opportunities. In many places, school districts were competing not only with each other, but also with an array of other employers outside education.

Moving Beyond the Single Salary Scale

Some policymakers argue that high-quality teachers will be attracted by a compensation system that provides rewards for teachers who adopt new instructional roles and responsibilities, demonstrate excellent teaching, produce gains in student achievement, and work in hard-to-staff schools or content areas. We asked presidents for their views on these plans, which have recently gained in popularity. Overall, they offered cautious support for some of these proposals and reported that they were beginning, in small ways, to incorporate these incentives (some of which were funded by federal, state, or private sources) into collective bargaining agreements.

Additional Pay for Specialized Roles

The most common and widely supported approach was paying additional stipends to teachers who held a specialized role, such as curriculum specialist, school-site mentor, literacy or math coach, or lead teacher. Frequently, these teachers were paid for the additional time they worked, rather than for the specific skills or expertise their role required. Although most of the presidents endorsed the principle of “extra pay for extra work,” they were reluctant to support proposals to provide extra compensation to selected teachers judged to be more expert than others. Paying extra stipends for additional work did not threaten the single salary scale. Nor did it change a teacher’s position on the pay scale, for if the teacher left the role, the stipend ended.

Several districts had introduced roles offering substantial financial rewards for both extra work and demonstrated expertise. In Montgomery County, Md., for example, the local union had begun developing a “career lattice” with relatively large stipends for staff developers (\$5,000 for additional summer work) and consulting teachers (\$10,000, including summer time). Cullison saw such opportunities not only generating pay raises, but also providing teachers with differentiated responsibilities and career growth. She said, “Where I am inclined to go is, if

you're an experienced science teacher who is teaching half time and decides to take on the responsibility of mentoring some science teachers ... you [would] get \$5,000 extra for doing that. ... The goal is that the very best teachers stay in classrooms. And you can't do that unless you give them professionally rewarding opportunities."

The presidents' accounts suggested that district and union leaders share an interest in creating and sustaining these differentiated roles. The districts needed skilled teachers to provide leadership, coaching, and mentoring, while the unions wanted teachers to have attractive career opportunities, which might help retain high-quality teachers and make the standardized salary scale more attractive. As a result, most of the presidents supported some version of these plans.

Performance-Based Pay

In contrast, most presidents expressed serious concerns about using pay as an incentive to improve student outcomes. Many did not reject the general premise that more effective teachers should earn more than less effective teachers. However, they argued that districts currently lack the means to make accurate judgments about differences in merit, and they contended that using student test scores is fraught with difficulties. As Boulder, Colo.'s Mark Chavez said, "[Merit pay] is not a stupid thing. It's a great thing, but we're not widget makers. It's not that at the end of the day you're going to see how many widgets I made compared to this teacher, and I get the merit pay. ... It's pretty hard to define how you're going to get merit pay." Presidents also expressed concern that performance-based pay plans would necessarily compare teachers with very different instructional assignments. Jeffers of Collier County, Fla., cautioned that it would be "very difficult to compare what a kindergarten teacher does and a high school physics teacher [does]." Only five of the districts we visited included performance-based pay for individuals in their contracts. For example, Columbus, Ohio, had introduced a Performance Advancement System, which paid individual teachers \$2,500 for reaching the goals they had set for improved student performance.

Presidents criticized two mechanisms commonly proposed as the basis for awarding merit pay—administrators' evaluations of teaching and student test scores. Several doubted principals' ability to evaluate

teachers effectively. For example, Sweetwater, Calif.'s Alex Anguiano said, "I don't believe right now at this point that I could totally trust each site administrator to make the best decision." Several presidents questioned the wisdom of trying to rank teachers who have different strengths and make different contributions to the school. Boston's Stutman illustrated his point with an example from baseball. He had asked baseball fans to compare Alex Rodriguez and Derek Jeter of the New York Yankees and found that almost everyone said, "Rodriguez has better stats, but I'd take Jeter." This prompted Stutman to ask, "If somebody is going to get the merit [pay], who is it?" Many presidents agreed that proposals for performance-based pay would be untenable until districts could identify appropriate indicators or outcomes on which to base their decision and then develop the capacity to do it right.

Most presidents also rejected the use of standardized test scores, not only because they viewed them as inadequate measures of student learning, but also because their use might introduce perverse incentives into the process, such as leading teachers to vie for the classes or students most likely to show rapid gains. In Pomona, Calif., Ross said that districts should want their best teachers to work with students who struggled most: "And those are the kids that, no matter how great [the teachers] are, they're not going to move as far as your high performers." A few presidents were familiar with value-added models for performance-based pay which could, theoretically, address such issues by measuring and tracking students' growth over time. Johnson of Columbus, Ohio, said that her local union was interested in exploring this approach, despite opposition from union officials in the Ohio Education Association. However, most presidents doubted that current approaches to value-added assessments were sophisticated enough to compensate teachers fairly.

Presidents expressed far more support for school-based awards that would encourage cooperation by rewarding all teachers when the school met its achievement targets.⁹ Several districts had incorporated such group incentives into their compensation systems. In Cincinnati, for example, teachers at schools that met achievement targets each earned a \$1,400 bonus. Although these school-based approaches may motivate teachers to work together in order to improve student learning, they do not allow the district to recognize and reward outstanding individuals, which many believe is the purpose behind performance-based pay.

Market Incentives for Hard-to-Staff Subjects

Some reformers recommend financial incentives to recruit teachers of hard-to-staff subjects such as math, science, or special education. The presidents expressed concern that these approaches would unfairly discriminate among teachers in ways that the standardized salary scale was meant to eliminate. Dayton, Ohio's Willie Terrell expressed a common theme: "A teacher is a teacher." DeLacy of Howard County, Md., echoed that position, suggesting that any pay differential "is just not fair."

Others thought that these market-based incentives might undermine efforts to reward good performance. Frederick County, Md.'s Brennan said, "It's harder to find a math teacher than a history teacher. I understand that. But at the same time a mediocre science teacher shouldn't be paid more than a fantastic second-grade teacher, just because they're teaching science." Montgomery County, Md.'s Cullison agreed: "You can be a really bad science teacher, and they're still going to pay you \$5,000 more than if you are a wonderful English teacher."

Nonetheless, several presidents acknowledged that placing new teachers higher on the salary scale could help alleviate teacher shortages in specific fields, and they endorsed these approaches. Others opposed them in principle, but quietly acceded to their use. Our contract analysis confirmed that nearly half of the districts offered financial incentives based on teaching assignment, although such bonuses tended to be relatively small.

Incentives to Attract Teachers to Hard-to-Staff Schools

Many districts also struggle to staff chronically underperforming schools, particularly those serving low-income and minority students. Offering pay incentives to teachers who transfer to these more challenging schools proved relatively popular with the presidents; only three opposed the strategy outright, while 10 said that their districts had already implemented such plans. As Westminster, Colo.'s Lynch said, "I am okay with the idea that, if you go into a hard-to-manage building with significantly lower achievement, with tough kids, that you pick up a couple extra dollars."

Several who opposed these plans suggested that such incentives to teach in low-income schools would further

stigmatize the schools and students in them. Montgomery County, Md.'s Cullison, who was "100 percent opposed," challenged: "What does it say about those children, if you are saying you have to pay people more to go there? It makes me shiver." Others questioned the fairness of providing bonuses for teachers who transferred to underperforming schools without simultaneously rewarding others who had been teaching there for many years.

Some presidents said that their teachers avoided hard-to-staff schools because they were poorly managed or lacked instructional resources, conditions that financial incentives for individuals would not remedy. Columbus, Ohio's Johnson said, "A lot of our hard-to-staff schools [have difficulty because of] who the administrator is in the building." Valerio of Colorado Springs, Colo., agreed, saying facetiously that her members wanted "combat pay" for coping with ineffective principals at hard-to-staff schools. Howard County, Md.'s DeLacy argued, "If they had the resources they needed to be successful in those schools, they wouldn't need additional pay."

In response to these problems, several presidents recommended that districts combine financial incentives for teachers and dedicated resources for improving struggling schools. In Miami-Dade, teachers who agreed to work in the "School Improvement Zone," a group of 39 low-performing and hard-to-staff schools, received additional pay to compensate for teaching an extended school day and longer school year. Baltimore's English heartily endorsed a similar program that had been established in her district but had been cut because of funding problems. She said that, if the money returned, she would support the program "in a heartbeat because they realize that they need to do something different to help these children achieve." In both Miami-Dade and Baltimore, the approach of paying teachers substantial increments for working longer hours in identified schools received wider endorsement than the pure "combat pay" model.

Replacing the Single Salary Scale

Only Denver, with its alternative compensation system, ProComp, which was ratified by members in 2004 and implemented in 2006, had instituted comprehensive change by replacing the single salary scale with a new pay system. On entering the program, all Denver teachers are assigned a base salary, determined by their

prior salary level, which can then be supplemented for acquiring additional knowledge and skills, a successful professional evaluation, improved student performance, as well as bonuses for working in hard-to-staff schools and assignments. The plan was developed and refined over time and is being implemented gradually. All new teachers hired after January 2006 were required to join the new plan, but experienced teachers can decide both whether and when to join. Because there were financial advantages for veteran teachers' early enrollment, President Ursetta reported that many had signed on early in the initiative.

Two other districts, Columbus, Ohio, and Cincinnati, addressed the needs of a set of low-performing schools with the Milken Family Foundation's Teacher Advancement Program (TAP), which distributes substantial incentive funds based on individual and school-level test-score gains as well as teaching evaluations.

Beyond these few examples, though, the presidents we interviewed were reluctant to seriously entertain fundamental changes to the structure of the salary scale. Several of those who expressed interest contended that, before making changes, all teachers needed to earn higher wages. The comments of Collier County, Fla.'s Jeffers were typical: "Let's not talk about bonus pay or pay-for-performance or career ladders until everyone's paid a professional wage." Other presidents who knew about these plans wanted to wait for the results of other districts' experiments. Westminster, Colo.'s Lynch said, "Can Denver be the good model? The jury is still out. We will wait and see."

However, a few presidents acknowledged that they could not wait forever because compensation reform was going to happen with or without them. Montgomery County, Md.'s Cullison, who opposed using test scores as the single measure to reward teachers, nonetheless argued that the union needed to be involved in the debate: "I think we do have to look at pay for performance, but I think we have to decide what the performance is or how we measure performance. And if we as a union are not engaged in the discussion, then it will be test scores." She continued, arguing that without pay reform, teachers could not earn what they deserved: "We're never going to get more than 5 percent [pay increase each year]. ... If I want teachers to start being paid what I think they deserve, I've got to look at alternate ways of paying them."

The presidents were adamant about the importance of compensation to all their members, and many argued that high pay and good benefits were crucial in attracting and retaining strong teachers. However, they were reluctant to adopt far-reaching reforms to the single salary scale. A very few took the traditional union stance, opposing all pay differentials that were not based on experience and degrees earned. Most, however, acknowledged that change was inevitable, given the current context of accountability, market competition, and a new cohort of teachers who have many other options for employment. Thus, these presidents entertained or endorsed modifying their pay scale in order to address the needs of struggling schools, stem shortages in certain subject areas, offer rewards for individuals or schools that made progress, or provide special roles for coaches or mentors. Several districts combined these elements for a more comprehensive reform program in a few schools, while others implemented one or two on a smaller scale across the district. All districts except Denver, however, stopped well short of replacing the single salary scale, preferring instead to watch for results there or wait for better measures and mechanisms.

Addressing Teacher Quality

Teachers unions were established, in part, to ensure equal treatment for their members. Rather than allow districts to rely solely on administrators' judgment, which might be biased, collective bargaining agreements usually include objective rules and measures to be used in teacher hiring, layoff, transfer, and evaluation. Recent research has established clearly that all teachers are not alike; however, some are much more effective than others.¹⁰ Therefore, school districts must carefully select, assign, evaluate, and support teachers if all students are to be well-taught.

Some education analysts criticize unions for contract provisions that they say set low standards for performance or strip principals of authority to hire the teachers they want, assign them to the positions where they are most needed, and dismiss them if they fail to perform well.¹¹ Nearly all of the union presidents in this study acknowledged these concerns about teacher quality, sometimes suggesting that the union did play a role in blocking or stalling needed change. However, their accounts of local practice, coupled with our analysis of contract language, suggest that critics often overstate the obstruction or misplace the blame. In many districts,

union presidents said that principals had substantial discretion in hiring and assigning teachers, a view that our contract analysis confirmed. Moreover, many of the presidents said they did not defend ineffective teachers unless their due process rights had been abridged. In addition, local unions had undertaken programs to improve teacher quality. A considerable number were providing induction and professional development for teachers and some sponsored programs in which master teachers advised and then assessed their peers.

Filling Open Teaching Positions

The process of hiring and assigning teachers in a school district is complex and typically includes several steps. When a school has an open position, it can be filled with a new hire from outside the district or with a teacher already employed by the district who transfers voluntarily or involuntarily from another school or who returns from leave. By state law, the district must find a place (or at least provide a salary) for each teacher who has been awarded tenure. Collective bargaining agreements often establish the sequence and timeline for the hiring and assignment process, specify the criteria to be weighed in transfers (such as educational qualifications, prior experience, or seniority based on the teacher's date of hire by the district), and identify who at the school (the principal, teachers, or parents) participates in reviewing and selecting candidates.

Based on our interviews and contract analysis, we found that school officials have considerable latitude to fill open positions. However, consistent with prior research, we found that they may not use the discretion they have in selecting teachers.¹²

When Hiring Occurs and Who Makes the Hiring Decision

For many years, teachers' contracts have constrained principals by requiring them to offer open positions in their schools to transfer applicants before posting jobs for outside candidates. In large districts, this sequence and the slow pace of personnel offices have delayed hiring, often prompting strong external candidates to find jobs elsewhere.¹³ Some presidents said they were working with management to condense the hiring timetable, thus enabling their district to hire outstanding, external candidates. In Boston, for example, labor

and management had condensed the hiring timetable from three months to four weeks, and most positions were simultaneously open to both transfer and external candidates in early March. Thus, Boston could compete with suburban districts for prime teaching candidates, thereby improving the quality of teachers in the district.

Although some critics contend that administrators are hamstrung by union rules that restrict principals' role in hiring, the presidents we interviewed widely reported that, in relation to the union contract, principals in their district had the sole or final say in deciding whom to hire. One-third said that teachers served on hiring committees, although usually only in an advisory capacity. In the other districts in our sample, teachers played no role at all in hiring. For example, DeLacy in Howard County, Md., said that principals there have "total authority" to determine who will teach in their school.

The Role of Seniority in Hiring

The seniority ranking of teachers, determined by their initial date of hire in a district, is often thought to play a dominant role in filling open teaching positions. One study found this to be the case in five large, urban districts.¹⁴ However, the 30 presidents we interviewed said that seniority played a far less decisive role in personnel decisions than many assume. This was confirmed in our contract analysis. Seniority continued to be widely used in two situations. The first was to determine which teacher would be required to transfer when the school cut a position in a certain subject or grade. The second was to determine which of the district's teachers within a certification field would be laid off in a reduction in force, which occurred in several districts of our study when there were substantial budget cuts or enrollment declines. However, seniority very seldom was required to be the decisive factor when schools decided who the new teachers in their school would be. Only in Dayton was seniority said to be the overriding factor when two or more teachers with appropriate qualifications applied to transfer to the same position.

In some districts, seniority was the determining factor if all candidates were equally qualified for a position. However, principals still could assign more weight to teachers' qualifications than to seniority. In Glades County, Fla., President Janice Brown told of a junior high school reading teacher with 21 years of seniority who applied to teach kindergarten, for which she was also well-qualified.

However, the elementary principal chose to hire a new teacher who had done her internship in his school. Brown observed, “Seniority played little or no significance in that decision. ... It’s supposed to be a factor in the decision, but it’s not the controlling factor.” The Worcester, Mass., contract lists factors such as “educational preparation” or “quality of performance within the educational profession” that *must* be considered in deciding who can transfer into a school. Seniority was said to function only as a “tie breaker,” if “everything is the same.”

In a surprising number of districts, seniority played no role at all when schools decided how to fill an opening in their building. For example, Montgomery County, Md.’s Cullison explained that if a teacher wanted to transfer to a particular school, “seniority has nothing to do with it. It’s all about your ability to sell yourself.” Denver’s Ursetta noted, “We do not have seniority at all. They got rid of it before I came.” Instead, a teacher’s experience in a subject or at a grade-level was one of nine criteria that had to be considered by the school-based hiring committee as they made their decision. Other contracts, such as those in Columbus, Ohio, and Palm Beach County, Fla., required that the two most senior candidates applying to transfer to a school be granted an interview, but neither had a claim on the position.

Presidents said that principals sometimes failed to exercise their right as managers to use multiple criteria, fearing a formal challenge or general intimidation by the union. Some presidents suggested that administrators felt obliged to honor seniority when, in fact, they were not. Thus, seniority became decisive by default, even though it need not have been.

Must-Place Transfers

Although our interviews and contract analysis suggested that most principals had substantial discretion in hiring, there was one situation in which they had little say—when district administrators had to place a tenured teacher that no school wanted to accept. Typically such a teacher was returning from leave or had lost a position due to program cuts within a school. Critics often blame union contracts and seniority for this forced assignment, although they have little or nothing to do with it. All states—even those that do not grant teachers collective bargaining rights—provide substantial job protections for teachers who have been awarded tenure after three or five years in the classroom. As a result, principals are

sometimes forced by the district office to accept what Los Angeles’ Duffy called the “must-place” teachers. Because this requirement comes from state law, not collective bargaining, changing the transfer language in contracts would not alleviate this pressure on principals to accept these teachers.

Teacher Evaluation and Dismissal

The quality of a district’s teaching force can be strengthened by providing regular evaluations that include recommendations for improvement and lead to timely dismissal of teachers who fail to meet the district’s standard. Therefore, it is extremely important for administrators to make careful decisions before a teacher is awarded tenure. Typically the union and district officials establish the procedures for observations, evaluations, and dismissals during collective bargaining. One of the most persistent criticisms of unions is that they obstruct the dismissal of weak teachers with excessive procedural requirements and a hard-hitting legal defense on behalf of any teacher the district tries to fire.

State collective bargaining law obliges unions to fairly defend any teacher in the bargaining unit (union member or not) whose rights to due process are violated. It is important to note, however, that the union is not required to support a teacher who disagrees with the substance of her principal’s evaluation or the district’s decision to dismiss her. A number of presidents explained that they and their executive committee have considerable freedom in deciding whether to defend a teacher when the evaluator has followed the negotiated procedures. Among the presidents we interviewed, very few reported that their union automatically defends any teacher whom the district moves to dismiss. Voicing a common sentiment, Georgetown, Ohio’s Melissa Cropper said, “I don’t think the union should be protecting people who don’t belong in the profession. ... I protect procedures. If an administrator wants to get rid of a teacher, then there is a procedure to follow for that. And if that procedure is not followed, then the union has to step in and protect that. But I don’t fight for a bad teacher to be kept in the district.”

Cambridge, Mass., President Toner, who also is a lawyer, has explained the limits of the union’s obligations to his members in a memorandum. He told us, “All we can do is hold the school department accountable for due

process. And guess what? They are following the process, a process that was negotiated in the contract and [that the teachers] are well aware of.” When a teacher came to him with complaints about an unsatisfactory evaluation, Toner explained, “Look, this doesn’t mean that you are fired. It doesn’t mean that you are on your way out. What it does mean is they are documenting areas that they are concerned about, and you need to work on it and show that you are making an effort. ... And that is all that I can say as your union president.” He emphasized that district officials also had obligations; they could not “ignore somebody in a classroom for two years and then say, ‘Oh, you are not meeting expectations.’”

Recently, some states have reduced or eliminated the due process protections of non-tenured or probationary teachers. In some districts, presidents reported that their novice teachers could be dismissed with little or no explanation and, thus, the union could provide no protection whatsoever if their contracts were terminated. Presidents in some districts, including Greeley, Colo., Boulder, Colo., and Needham, Mass., observed that their districts had recently begun to dismiss large numbers of probationary teachers. Needham’s President Neilsen, noting the increase in dismissals of non-tenured teachers during the past 3 or 4 years, observed, “What [the new teachers] don’t understand is that in Needham being an acceptable teacher isn’t good enough. ... The standard is excellence.” In a few cases, however, presidents suggested that the accelerated dismissal of non-tenured teachers was intended less to ensure quality than to maintain management’s prerogative over labor.

Some presidents who expressed concern about the quality of teachers in the district blamed administrators, saying that frequently, teachers who needed assistance were never observed, evaluated, or given advice about how to improve. Westminster, Colo.’s Lynch advised administrators to take this responsibility seriously: “Don’t do just drive-bys. Get in there and take a look. And when folks are failing to meet standard, if you think they are, give them some significant time to improve before you drop the ax.” He and other union presidents said they spend time advising administrators about how to conduct or write up evaluations so that they pass procedural muster.

Although most presidents we interviewed spoke about the need to dismiss weak teachers and to do no more

than protect due process, a considerable number said they did not actively counsel teachers they knew to be ineffective to leave the district. Moreover, a few said that their local union challenges all dismissal cases in arbitration, whatever the merits. In some cases the union’s executive committee, which ultimately decides whether to take a case to arbitration, disagrees with the president. Prince George’s County, Md.’s Kilby acknowledged, “We probably protect more than we should, if I’m going to be blunt.” When asked whether she had ever refused to defend a teacher, the president shook her head.

Peer Assistance and Review

Within our sample, we found evidence of districts and unions working together to reform teacher evaluation. The Peer Assistance and Review (PAR) programs in Cincinnati, Columbus, Ohio, and Montgomery County, Md., represented the most intensive efforts to ensure teacher quality by reforming supervision and evaluation. PAR in these three districts combined peer assistance and assessment into one program. Consulting teachers, who were assigned to assist both new and experienced peers, eventually recommended whether the teachers they advised should be re-employed. In virtually all cases, the joint labor-management panel that ran the program upheld their recommendations.

Presidents in the PAR districts reported both higher retention and dismissal rates than during earlier years when administrators were solely responsible for teacher evaluation. Montgomery County, Md.’s Cullison said: “For the 10 years prior to PAR being instituted in Montgomery County, exactly one person had left the system because of performance. ... In the six years since PAR has come in, 400 people have left the system because of performance. Now many of them decide to leave without going through the dismissal process. ...” She emphasized the importance of this program in supporting and assessing new teachers: “If they’re going to come and teach in my district for 5 years, I want to make sure they’re really good. I want to make sure that, if I have to go to the mat for them, I can say this is someone who has given her heart and soul to the kids in Montgomery County. ... But I’m not going to do that for just anybody. I’ve got to have some level of assurance that these are highly skilled people for me to be advocating for, which is why PAR is really, really important to me.”

Induction and Professional Development

Unions in most of the 30 districts also were actively involved in efforts to enhance teacher performance. Although professional development is widely seen as a responsibility of management, more than half of the union presidents we interviewed were developing or promoting union-sponsored induction programs, professional development programs, or both. On average, these presidents listed “professional development” as their third most important priority; only salary and benefits received more recognition.

Induction for New Teachers

Many presidents described local mentoring programs that matched experienced teachers with novices to provide support and advice. In a few districts, local unions worked jointly with district officials to provide such mentoring. In Palm Beach County, Fla., Harris explained, the union “wants to keep [new teachers] ... and to develop them into high-quality teachers. ... We’ve been working closely with the district and challenging them to work with us [in] developing a mentoring program for our teachers ... that will help them be successful.”

The most well developed mentoring programs were provided through the Peer Assistance programs in California or the PAR programs in Cincinnati, Columbus, Ohio, and Montgomery County, Md. The California districts also offered support through the state-funded Beginning Teacher Support and Assistance (BTSA). Sweetwater, Calif., which offered the most comprehensive BTSA program in our study, released 12 teachers from the classroom to provide full-time assistance to first-year teachers.

Professional Development for All Teachers

Some local unions in our sample also had begun to provide short professional development courses for teachers. Boston’s Stutman said that it is important for the union to be “the instrument of change for the further professionalization of our own teaching ranks.” He described his local’s first venture, two day-long Saturday sessions that provided strategies for closing the achievement gap and teaching English language learners as well as some basic legal information about

union membership. Stutman said the sessions were well attended—150 teachers each day—even though the union was not authorized to distribute professional development points for state recertification. He said the union not only wanted to support teachers’ improvement, but also to “put ourselves on the map as far as being agents of this ... because we’re always looked at as [being the ones who] protect, defend, and negotiate. ... I think we have a lot to offer.”

To varying degrees, all of the Florida unions whose presidents we interviewed sponsored professional development using a program developed by the AFT’s unit for Education, Research, and Dissemination (ER&D). Collier County, Fla.’s Jeffers described his union’s extensive offerings of workshops and modules, including, for example, an introduction to research-based foundations of reading instruction; how to teach elementary math; and how to deal with anti-social behavior. He said: “We’re the professional development organization. We know what’s going on around the country and the actual professional development that I’ve received from the district has been very poor, in my opinion. But the professional development from [ER&D] has been fantastic. It’s a really good program.”

Most of the unions that sponsored their own professional development were large organizations with considerable resources. However, Cropper in Georgetown, Ohio, one of the smallest unions in our study, also had decided to lead on this issue, explaining, “I very much see the union as being a proactive organization.” With the superintendent’s endorsement and broad teacher input, Cropper began to plan the following year’s four days of professional development about increasing the use of technology in instruction. Although this president’s initiative was unusual, virtually all of those we interviewed expressed interest in having the union involved in their members’ ongoing development as teachers.

A few presidents described priorities and practices that arguably would obstruct a district’s efforts to improve teacher quality. These presidents defended seniority-based transfers, aggressively challenged principals’ unsatisfactory ratings of teachers, or took no responsibility for promoting teachers’ learning and growth. In some cases, presidents reported that continued patronage, favoritism, or administrative abuse made them wary of relinquishing teachers’ traditional, rule-bound protections.

However, the large majority of the presidents we interviewed saw value in promoting teacher quality, both because they thought it would improve their district's performance and because their new teachers insisted on it. Early career teachers resented paying dues to an organization that neglected them or that protected their ineffective peers. Sponsoring programs that supported and retained new teachers could simultaneously serve the district, the teachers, and the union. However, these presidents were not simply stepping aside so that administrators could run the schools however they liked. Rather, they wanted to play an active role in such efforts.

Reconceiving the Labor-Management Relationship

Collective bargaining, which was designed for use in the private sector, is a bilateral, adversarial process in which labor and management are assumed to have competing interests; on most issues, only one side can win. This industrial model works reasonably well with assembly line workers whose responsibilities can be pre-planned and directly supervised. However, it adapts poorly to the education sector where the employees are professionals who must continuously diagnose and respond effectively to unpredictable needs.¹⁵ Moreover, the day-to-day work of teachers and administrators is highly interdependent, and neither can truly succeed without the efforts and support of the other. Here, the simple dichotomy between labor and management breaks down.

State law determines whether collective bargaining between teachers and school districts is required, permitted, or prohibited, and what range of issues the parties may or must bargain. For this study, we chose to interview presidents in a group of states with labor laws that differed in important ways so that we could consider union leaders' views in a range of legal contexts. However, collective bargaining practices appeared to be influenced far more by local history, economics, and personalities than by state law. (See Appendix X for a description and comparison of the statutes of the states in this study.)

Current threats to public education have caused union and management leaders in many districts to devise new ways to work together. Ultimately, both the teachers unions and the schools face the prospect of not meeting required targets on accountability tests, losing a large

share of the education market, or failing to attract and retain a staff of committed and highly qualified teachers. Thus, there are strong incentives for the union and management to work together on behalf of better schools today. In fact, the presidents in many districts described evolving, collaborative approaches to both collective bargaining and contract management—approaches that differ markedly from those that prevailed 30 years ago. Although each of the presidents described a unique labor-management relationship with ups and downs over the years, their accounts overall suggested a decrease in hostility and increase in cooperation.

This finding is consistent with data showing a steady decline in the number of teacher strikes nationwide over the past three decades, from a high of 241 in 1975 to only 15 in 2003.¹⁶ Apparently, in today's context, the costs of resorting to hostile, adversarial tactics exceed the possible gains of such actions. Readers who recall frequent strikes in the late 1960s and 1970s may be surprised to read about the more respectful and innovative approaches to bargaining and contract management that many presidents in this study described, for they challenge conventional expectations.

A Hybrid Approach to Collective Bargaining

Fewer than one-fourth of the presidents described bargaining practices that fit a traditional, adversarial model. Terrell of Dayton, Ohio, said that their approach “is probably the same as it's been in the past years. ... It's just a regular term of traditional bargaining, where each team presents proposals and counter-proposals.” Similarly, Sheehan, of Amherst-Pelham, Mass., said bargaining there “proceeded in fairly conventional ways. We'd meet and caucus and go off into our separate rooms and that whole drill.”

In the mid-1980s, some school districts began to experiment with replacing the traditional adversarial model with interest-based or “win-win” bargaining.¹⁷ Parties that use this approach explain their interests rather than conceal them and then work together to generate creative solutions to difficult problems. Many presidents we interviewed described a period when their districts tried to conduct all their bargaining using interest-based approaches, although only two (Palm Beach County, Fla., and Boulder, Colo.) said that their districts currently did.

According to Harris, Palm Beach County, Fla., relied almost exclusively on interest-based bargaining. The participants agreed on the issues they would discuss and then collected relevant information. At the bargaining table, Harris said, “The district will talk about it and give different perspectives. Usually, it’s the district saying what they see, and we’re saying what we see. But, believe it or not, more so than not, we come to agreement and see eye to eye on certain things because it’s what’s best for our district.” In recent negotiations, the district had used the process to design a program for staffing and supporting teachers in low-performing schools.

Presidents who had participated in interest-based bargaining said the process had distinct advantages. It could be used in the context of negotiations to solve complex problems or develop new programs. Yet many also said that interest-based bargaining did not work well for all problems or situations. Thus, over time a “hybrid” approach that included elements of both traditional and interest-based bargaining emerged in many districts. For example, this might mean drafting and sharing proposals instead of simply exchanging demands and making concessions. Columbus, Ohio’s Johnson said their local strategy was “kind of like win-win, but not win-win. It’s kind of like traditional bargaining—a combination of the two ways of doing it.” The sides identified the issues they would work on, and then each drafted a proposal on each issue using a formal process that involved a mediator. “So, if our issue is discipline, we would draft a proposal, and the administration would have to draft one as well. ... Everybody drafts proposals, and then we get down to it, and we do some traditional kinds of bargaining.”

Some districts used an interest-based strategy to address reform initiatives (such as an induction program for new teachers) and a traditional approach to reach agreement on salaries and benefits. One rationale that several presidents gave for employing a hybrid approach was that interest-based bargaining did not work well to resolve disagreements about financial issues, especially when resources were scarce. In Westminster, Colo., where the parties had used certain aspects of interest-based bargaining for six years, Lynch said, “Interest-based works better with the sidebar issues than it does [with the] financial [issues]. Money issues just generally tend to drift to traditional bargaining.” He confirmed that they always discuss monetary and non-monetary issues separately: “Yes, always. Always. Separate sessions entirely.”

Finally, some districts used joint subcommittees both before and during bargaining, thus engaging a broader group of stakeholders than the traditional closed-room bargaining sessions of the past. Miami-Dade’s Aronowitz explained how negotiators used a set of subcommittees to address both financial and non-financial issues, including student achievement, parental involvement, professional development, and benefits and compensation. Similarly, Duffy said 32 union subcommittees in Los Angeles developed proposals that fed into bargaining there. Often, while the sides were negotiating, joint sub-committees were also meeting. The resulting process was far less controlled and centralized than traditional, bilateral bargaining. This hybrid approach appeared to be a pragmatic strategy that enabled the parties to collaborate on parts of the school improvement agenda, while also advocating forcefully on behalf of their constituents.

Working Together to Manage the Contract

Once a contract is signed, it is a legally binding document that must be administered and enforced. In many ways, this subsequent process is as critical to the ongoing operations of a school system as collective bargaining. Some would argue that it is even more important, because contract language means nothing until it is put into practice.

Virtually all contracts include a grievance process which teachers can use to file a complaint about an alleged violation of the agreement. Typically, grievances are complaints about pay or specific working conditions, such as not receiving a preparation period, being assigned a class that exceeds a negotiated class-size cap, or the administration’s failure to comply with negotiated procedures for teacher evaluation. If the grievant is not satisfied with the outcome after the superintendent or the school board has ruled, he or she usually has, by contract, a final opportunity for redress by an outside arbitrator. However, union officials, not the individual teacher, decide which complaints proceed to arbitration since the process imposes additional expense for the union.

The presidents suggested that, although the grievance process continues to have an important place in contract management today, it is no longer as central to labor-management relations as it once was. The union leaders

said that most grievances today are dealt with in routine meetings or through the work of committees established to resolve the dispute at the lowest possible level, even before a grievance is filed formally. When the union representatives decide that a teacher's complaint is legitimate, the president, vice president, or executive director may call the principal or superintendent directly. For example, in Amherst-Pelham, Mass., Sheehan said he was often able to "smooth [complaints] over before they become a grievance by calling the principal ... and saying, 'Well, did you know ... ?' And we can talk it through." Sweetwater, Calif.'s Anguiano described his regular working relationship with district administrators: "I have standing meetings [every two weeks] with our director of labor relations. And a lot of our issues and problems are resolved by these standing meetings that we have."

In some cases, local contracts included mechanisms for addressing problems well before they became grievances. For example, the Collier County, Fla., contract calls for "faculty advisory committees" in each school. Jeffers explained: "If there's a problem at your school, bring it to the faculty advisory committee. They get to set the agenda. They call in the principal, and they say, 'Here are our problems; help us fix them.' And most of the time they get fixed right then."

Although presidents often downplayed the role of grievances in day-to-day labor-management interactions, many also insisted that there were still occasions when the formal grievance process was necessary. Collaborative mechanisms worked best when problems could be resolved through conversations or changes in behavior. However, if resolution depended on securing more resources (for example, paying for specialists as substitutes so that teachers would have their guaranteed preparation period) or might set an important precedent, the unresolved problem might move through the formal grievance process and on to arbitration.

Collaboration and Continuous Bargaining

It became clear from these presidents' accounts that several districts were involved not only in interest-based or hybrid approaches to bargaining, but in a kind of perpetual bargaining, during which they identified and dealt with issues as they arose. In some districts pressing educational problems or reforms that called for changes

in the contract could not wait three years until formal bargaining was scheduled to begin. Several presidents said their districts had created standing committees, composed of teachers and administrators, which were authorized to conduct preliminary bargaining about certain issues well before the start of contract negotiations. Other districts went even further, empowering such committees to amend the contract at any time.

Colorado Springs, Colo.'s Valerio, who said that bargaining there was "hybrid, really," explained: "We actually bargain almost all year." The district had a "joint council," composed of members of the two bargaining teams who met monthly. When we asked whether the parties were really bargaining, Valerio responded, "Oh yes." She explained that some of the issues would have to "wait until the contract comes up. Some of them, we do memos of understanding." Often in subsequent negotiations, the parties codified the joint council's decisions, which were already being implemented. Notably, with this process of continuous bargaining, formal contract negotiations in Colorado Springs usually lasted only two weeks.

Similarly, in Montgomery County, Md., Cullison said that their "labor-management collaboration committee ... meets monthly and can actually make changes in the contract." In 2005–06, for example, the committee revised the timetable for teacher transfers, which otherwise would have waited until formal negotiations opened. Cullison explained that the mechanism was like the "living contract" being used in Rochester, N.Y.¹⁸ Westminster, Colo.'s Lynch told of ongoing problem-solving by an "ad hoc Instructional Issues Committee" that produced "written agreements that are distributed to all of the folks, all the staff. ... The superintendent signs off on them, and they are followed and they are adhered to. And we have gotten things done that would not have gotten done at the contract table. ..."

Presidents who described successful efforts to broaden the scope of issues and expand the timeframe of negotiations stressed the importance of having strong, respectful relationships with the superintendent and other district officials. In these settings, union presidents met often with superintendents who asked for their views and solicited their help in resolving both difficult and routine problems. Some, such as Nielsen, of Needham, Mass., relied primarily on formal meetings: "There's a standing monthly meeting between the union officers and all the

central administrators.” Others interacted more often. For example, Cincinnati’s Taylor described how she and the superintendent worked together: “When issues come up, I have her home number. I have her cell phone number. She takes my calls, and I take her calls. We often are talking on the phone at 8:00 in the morning before meetings start. And there’s very open communication.” Trust was the key to these relationships.

In other instances, even respectful relationships occasionally broke down. Santeramo of Broward County, Fla., described his response when the superintendent made unilateral decisions that affected teachers’ working conditions: “I just can’t allow that to happen. And we file unfair labor practice. And he’ll back off. And we’ll subpoena him. I mean just those things that irritate the hell out of somebody; every once in a while you need to kind of poke him in line.”

Although most presidents in our study spoke of having good working relationships with district leaders, not everyone did. Presidents whose superintendent ignored them or treated them with disrespect described a much more bounded bargaining process, both in the kind of issues the parties dealt with and range of forums in which those issues could be addressed.

The union leaders in this study who reported negotiating an expanded agenda found it necessary and productive to adopt a nontraditional approach to labor relations. Many of these presidents described hybrid approaches to bargaining, new mechanisms for administering the contract efficiently, and in some cases, bargaining that continued throughout the year. All of these innovations required collaborative relationships between the union and the school administration.

The presidents differed in assessing how beneficial collaborative labor-management relationships ultimately were to the unions’ interests. Some leaders explained that, despite relying on this less adversarial approach, they still resorted to traditional tactics in bargaining or contract management in particularly difficult situations. However, most reported that it was far better for the president and superintendent to meet regularly, even when serious disagreements stood between them. Many understood that working closely with management did not require abandoning one’s principles or priorities. In fact, such interaction was probably the only way to effectively advance the union’s expanded agenda in today’s context.

Conclusion

New realities in the context of public education threaten the future of both teachers unions and public schools. Everywhere schools face unprecedented demands for evidence of student success under state and federal accountability laws. Some are encountering stiff competition from charter schools and vouchers, which have substantially reduced student enrollment and forced districts in states such as Ohio to close many schools. Districts also struggle to attract and retain a strong teaching force as a large cohort of veteran teachers retire and attrition rates among new teachers rise.

Analysts seeking to understand these challenges and the current shortcomings of public schools often turn their attention to teachers unions.¹⁹ Critics typically contend that unions are antiquated or obstructionist organizations, at best providing no benefit, and at worst interfering with ambitious strategies to improve schools. Thus, critics propose that union influence should be significantly reduced or eliminated altogether.²⁰ By contrast, proponents of unions cite evidence in selected school districts of what constructive union leadership and collaborative labor-management relationships can accomplish. They see promise in teachers unions to build a new professional culture of teaching and strengthen public education.²¹

There is wide agreement that the adversarial practices of traditional, industrial unionism are not well-suited for the complex challenges school districts face today. In traditional collective bargaining the sides are fixed, roles are inflexible, and interactions are ritualized. Reformers intent on making schools nimble and competitive would probably not choose collective bargaining as the best path to school reform. However, teachers’ basic right to organize and bargain is codified in 45 state laws. Unions are the current reality in most school districts. The question is not *whether* they will continue to shape local education policy, but *how* they will do so.

It is leaders at the local level—those elected presidents who shape their union’s priorities, oversee contract negotiations, and publicly represent the teachers—who will largely determine whether the local union obstructs or advances school improvement efforts. Therefore, we conducted this study in an effort to understand these presidents’ views and priorities as they and their districts

deal with the demands of accountability, competition, and a transformation of the teaching force.

As a group, the broad sample of 30 presidents we interviewed did not fit the traditional stereotype of labor leaders ready to do battle at any cost in order to enhance their members' welfare. In some cases, they fiercely opposed management's proposals or actions with traditional tactics, such as public demonstrations or reproachful press releases. Far more often, however, they worked together with school officials on a variety of initiatives. They organized political action in response to pending education legislation, increased the schools' flexibility by amending problematic contract language, or planned and implemented new programs. Those who went well beyond the basic union agenda still absolutely affirmed the importance of winning better salaries, benefits, and working conditions. Yet they framed those goals within the context of improving schools and retaining a skilled and committed teaching force.

Negotiated Reform

There was evidence in the presidents' accounts and in their local contracts that they had made important changes in, and additions to, the collective bargaining agreements and instituted innovative programs that advanced school reforms. In many districts, procedures for teacher hiring and assignment had reduced or eliminated the role of seniority and increased the discretion of principals to appoint the teachers they wanted. Many local unions participated in providing induction or mentoring support for new teachers and ongoing professional development for experienced teachers. In several districts, Peer Assistance and Review programs engaged expert teachers in supporting and evaluating all novices as well as experienced teachers who needed help, thus increasing the odds that the district would tenure only teachers judged to be effective and could dismiss those failing to do their job. In some districts, differentiated roles for teachers as coaches or staff developers allowed especially skilled teachers to have expanded influence as they worked with peers to improve the capacity of their schools. Efforts were under way in several districts to provide new incentives for teachers to transfer to underperforming schools and work longer hours with more resources to meet students' needs. Other districts were engaged in pilot programs that modified the standardized salary scale and one—Denver—

was implementing the nation's most comprehensive pay reform, including performance-based rewards.

Building a New Culture of Labor Relations

Local union leaders are important not only because they can recommend sensible changes in the contract, but also because they can shape the culture of labor relations and professional practice in the district. Many people believe that if problematic provisions are eliminated from the union contract, there will be consequent changes in the way schools work. However, informal reports from school districts in non-bargaining states suggest that certain features of educational practice that many critics attribute to unions—for example, reliance on seniority, reluctance to dismiss weak teachers, or rigid application of rules—are in fact deeply rooted in school culture everywhere in the U.S. Thus, contract provisions are only one part of a larger problem, and a singular focus on reforming or restructuring collective bargaining to improve schooling will not yield the needed changes. Broader attention to the norms and practices of both unionism and teachers' work is needed.

Several of the presidents' accounts suggested that the culture of industrial unionism, which is rule-bound and adversarial, remains alive and well in their school districts. Where industrial practices prevail, some principals manage their schools with edicts that generate resentment among teachers, while others manage defensively, anticipating the union's challenges and avoiding conflict. Meanwhile some union building representatives play their part in this partisan drama, filing charges and threatening grievances in an effort to intimidate administrators, even when there are no clear violations of the contract. Such administrators and union leaders enact the practices of the old reality, rather than adapting to the challenges of the new, which call for different norms of interaction.

Although a few presidents seemed poised to censure any proposal or action by management, most were ready to consider engaging in new possibilities, standing for unexpected values, and shaping their larger agenda on behalf of better schools.

However, moving beyond industrial unionism is not easy both because it requires changes in culture and rules and

because it demands ongoing leadership by both labor and management at all levels of the school district. Local presidents are in a key position to lead on behalf of new norms and to promote a new culture of labor relations and professional practice through their public statements, selected initiatives, and regular interactions with teachers and administrators.

The Superintendent and President's Working Relationship

There is no relationship more important in educational labor relations than that of the union president and superintendent. If that relationship fails, little else will work. The presidents' accounts suggested that, in order for this key relationship to succeed, there must be strength, advocacy, and trust on both sides. The trust that enabled presidents and superintendents to move beyond conventional labor-management positions was played out in their day-to-day practices—regular and reliable meetings, easy access by phone or email, no surprises in the media, and mutual respect that is on public display.

Our interviews with the local presidents allowed us to hear how they viewed their superintendent, though we had no opportunity to learn about that relationship from the other side. Some presidents described working in partnership with their superintendent, others told of being respectful rivals, and several said their superintendent disparaged or ignored them. In a very few districts, presidents reported that the superintendent was hired with a mandate to break the union and reclaim the rights of management. An anti-union agenda on the part of management was widely perceived to be anti-teacher, which the presidents said not only provoked resistance but also increased teachers' militancy. From the perspective of the presidents we interviewed, a management-driven model is not the answer to the challenges schools face today, or even an alternative. These presidents may be ready to step up to a newly defined role and relationship, but they are not ready to step aside.

Many reading this report will undoubtedly conclude that the presidents we spoke with were not candid about their priorities, since the reality in many districts falls short of what these presidents espoused. In analyzing contract data, however, we often found confirmation of the programs and practices they described. However, it was also clear that the presidents had ideas and hopes

that could not yet be realized, either because they could not reach agreement with management or because their members would not support them.

Although the president and the superintendent are influential, they do not hold all the cards in the local labor relationship. Ultimately, the power of even the most progressive union president or superintendent to build a more productive labor relationship can be threatened by constituents, who often pull them to a more conventional stance and polarized relationship. On the union side, such constituents might include a powerful subgroup of teachers, a long-time executive director, an in-house Uniserv representative, or members of the executive committee or bargaining team. Sometimes these individuals fear that teachers will lose their influence if union leaders relax their grip. On the other side, a superintendent finds that he or she cannot ignore school board members, who worry that students' interests will be abandoned if the union has too much say. Similarly, the public, who expect management to closely control school spending, must be acknowledged. Superintendents also must listen to the concerns of principals, who expect their authority to be protected. Thus, presidents cannot be seen as being in bed with management, and superintendents cannot be seen as pandering to the union.

However, the presidents in this study who worked with school officials to confront the district's problems did not seem to abandon their members; nor did they avoid conflict as they jointly explored possibilities with management. Similarly, the superintendents they described kept students' interest and the public good clearly in mind while working steadily with their president to develop new practices and norms for local labor relations. These productive relationships were not said to be smooth or free of disagreements, but they were respectful, intense, and purposeful.

Leadership Within a Divided Union

Often in seeking to advance their agenda, the presidents were dealing with a membership divided along lines of experience, ideology, and perceived professional need. They widely reported that new teachers who joined their local union did not share the same views as the veterans who built it. These novices did not dependably align with the traditional union positions on seniority, standardized

pay, or uniform roles. Instead, they expected support for their teaching through professional development, expressed interest in career ladders, and wanted a compensation system that was not based purely on seniority and credentials and allowed them to prove their worth. The presidents said that many new teachers had to be convinced to join the union, and very few expressed interest in leading it.

Those we interviewed described making earnest efforts to meet the needs of both novice and veteran cohorts. Sometimes, however, this divided attention meant that they could not advance a coherent vision or a unified agenda for the union. In responding to competing obligations, their leadership was constrained, and its potential often dissipated.

These presidents were, with some exceptions, experienced teachers approaching retirement. If a new generation of progressive union leaders is to emerge in the next decade—leaders who work collaboratively and productively on behalf of teachers, students, and schools—then new teachers entering schools today must see a union that promotes their values and interests, rather than one that protects the past. Such a union would recognize that labor and management at the local level share the same fate and thus must join forces to fashion institutional policies and practices that will ensure the success of the students and schools. Some presidents we interviewed understood this challenge and were leading in that direction with notable success. The future of teacher unionism and public school districts will depend on such local leadership emerging and succeeding.

Appendix I. Methods

This study is based on interviews with 30 recently elected union presidents clustered in six states: California, Colorado, Florida, Maryland, Massachusetts, and Ohio. Most aspects of this study—research design, data collection, and data analysis—took place between January and September 2006.

Sample

In building our sample, we selected states that permit or require collective bargaining but whose collective bargaining statutes differ. For example, teachers unions have a state-granted right to negotiate a legally binding contract with their school district in all states of our sample except Colorado, which has no collective bargaining law. The scope of issues that must be bargained is broad in Florida, but relatively narrow in California. In Massachusetts and California, unions can bargain to charge all teachers (union and non-union members alike) an agency fee for negotiating on their behalf, while Florida prohibits such an agreement and Maryland requires each district to receive approval from the state legislature before doing so. Teachers in Colorado, Ohio, and California are permitted to strike, while those in Massachusetts and Florida may not. Thus, this array of states allowed us to explore the role of state law in defining the union presidents' work. We also considered geographic diversity, which led us to choose one state each from the Northeast, Mid-Atlantic, Southeast, Midwest, and two from the West.

Within each state, we selected five presidents who had been elected within the past eight years. We focused on recently elected presidents because we were interested in knowing whether these individuals were approaching their job in new ways, given the new context of accountability, competition, teacher turnover, and the decline of unions in the private sector. We restricted our sample to a single region within a state (e.g. southern California) with the hope of building a sample of presidents who worked within a relatively consistent labor market context. Within each region, we selected districts that varied in size, character (urban/suburban/rural), and wealth. We also sought to include unions that varied in affiliation (AFT/NEA), although all unions are merged in Florida. We wanted to include unions that were committed to traditional practices as well as those involved in reform. Therefore, we consulted with national experts and state union officials, and we analyzed news reports. Moreover, we sought to build a sample of individuals who, based on our preliminary research, had a range of views and strategies. We also attended to the demographic character of our total sample and occasionally

chose one individual over another in order to achieve greater diversity in teaching experience or race and ethnicity.

Data Collection and Analysis

From March to September 2006, we conducted interviews of approximately two hours each with the presidents in our sample. Of these, 28 were conducted in the president's local setting and two were conducted by phone when those individuals were unavailable during our site visits. Interviews followed a semi-structured protocol that explored the presidents' perspectives and practices regarding bargaining and labor relations; their members' concerns and beliefs; their approaches to leadership; and their views about specific topics such as pay, peer review, and teacher assignment. The interview protocol is included in Appendix II.

Interviews were transcribed verbatim and coded using theoretical and open coding. In our first stage of analysis, we created thematic summaries that captured salient aspects of each president's account soon after the interview. We then coded transcripts using topics that we drew from prior research, identified in the thematic summaries, or heard during the interviews themselves. Simultaneously, we developed matrices to identify patterns in the data and to test emerging hypotheses.²² We also wrote analytic memos that examined patterns and relationships in the data.²³ In all stages of research, we checked our interpretations with other members of the research team.

We studied collective bargaining agreements both before and after conducting site visits and interviews. We identified a set of key provisions, such as those that affect staffing or pay, and created a spreadsheet allowing us to compare contract language on these topics across all 30 districts. Contract analysis is only partially informative because provisions are not always implemented or enforced and the meanings of words and phrases often vary across settings. Only intensive case studies can document how the contract is used in practice. Therefore, we focused primarily on whether and how certain topics were addressed in the contracts, recognizing that we had to be cautious about conclusions drawn from this process.

Because this study is based on a purposive sample, its findings cannot be generalized to all recently elected teachers union leaders. However, by examining closely these presidents' priorities, attitudes, and accounts of their actions, we seek to illuminate the experiences of a group of people who, to our knowledge, have never been studied systematically before.

Appendix II. Interview Protocol

1. Background information—personal (years teaching, years in district, subjects taught, schools worked in).
2. Background information—district (number of schools, socio-economic status) and union (when first bargained).
3. Have you always been actively involved with the union? (Why or why not?)
 - What roles have you had or initiatives have you been involved in as a union member? (When and for how long?)
 - Have there been key events or people who influenced your participation?
4. I want to ask about your election:
 - Why did you run for office?
 - Were you seen to run as a supporter or opponent of the prior president?
 - What were the issues in the election?
 - How close was the vote?
5. Union leaders hold a range of views about what a teachers union should do:
 - From your point of view, what should the main purpose of the union be at the local level?
 - Do you see any role for the union in reforming education?
 - Strengthening the teaching profession?
 - Instructional improvement?
6. Relationships with affiliate and sources of support:
 - What role if any does the state affiliate play in your work? What do you think about that?
 - What other sources of support do you rely on?
7. I'm interested in knowing how much support you think you have from members:
 - What proportion do you think strongly support what you've said or done? Strongly oppose?
 - Do your supporters come from any particular subgroup (age, experience, elementary/secondary, race, insiders/outside)?
 - Do your opponents come from any particular subgroup?
 - Do you have strategies for gaining support?
 - At this time, would you say that you are gaining support, losing support, or staying about the same? Evidence?
8. Most of the teachers who formed this union will retire by 2010. Is there anything about the cohort of new teachers that you keep in mind as union president?
9. I'd like you to tell me a little about the labor relationship and whether it has changed over time:
 - Where would you put it on a continuum from adversarial to collaborative?
 - Has that changed over time? If so, why?
 - Have there ever been strikes? When?
 - Work to rule?
10. We want to understand how you and the superintendent work day to day:
 - How long has the superintendent held that position? (insider? outsider?)
 - How would you describe your working relationship?
 - Would the members see this?
 - Are your agendas in sync, or not?
 - Could you give an example of an issue or experience that illustrates a successful aspect of your working relationship?
 - An unsuccessful aspect?
 - How do you deal with grievances? Do members support this approach?
11. Are you currently bargaining?
 - If so, what approach are you using? (Positional, interest-based etc.)
 - If not, what approach did you use last time?
 - What are/were the key issues being negotiated?
12. Is the contract:
 - Closely enforced/ complied with or variably implemented?
 - Is there school-by-school variation?
 - Are grievances and arbitrations common? Rare? How many in a year?
 - How many grievances are pending?
13. Please look at this list of issues (See chart of issues).
 - Part A: Could you circle the four that have been most important to you as the leader of your union?
 - Part B: Now, for the four you circled, we'd like to know how much your members, the superintendent, and school board agree with you about these four issues. Please rate them from 1 to 5, with 1 being little agreement with your position and 5 being in close agreement.
 - Discuss the similarities and differences across participants and ask for explanations.
14. There are several reforms that are being discussed in other districts. We're interested in knowing whether they have come up here and what you think about each:
 - Performance-based pay
 - Pay incentives for special assignments (hard-to-staff schools)
 - Peer review (assistance and evaluation)
 - Changing the role of seniority in teacher assignment
 - Career ladders
 - Charter schools
15. What are your most important accomplishments as union president?
16. Could you tell us some of the lessons you've learned as president?
17. What are your goals for the future?
18. Is there anything else that you'd like to add?

Appendix II. Interview Protocol (continued)

Please circle the four issues that are most important to you as a union leader.

- Issue**
- Salary
 - Benefits
 - Pay for performance
 - Incentive pay for special assignments
 - Class size
 - Professional development
 - New teacher support
 - Teacher evaluation / dismissal
 - Peer review
 - Teacher assignment (transfers and hiring)
 - Career ladders / differentiated roles for teachers
 - Instructional reform issues
 - School safety and discipline
 - Other (specify): _____

To what extent does each group agree with your position on the issues?

Please rate the level of agreement on a scale from:

1 (little agreement) to 5 (much agreement)

Issue	Membership	Superintendent	School board
Salary			
Benefits			
Pay for Performance			
Incentive pay for special assignments			
Class size			
Professional development			
New teacher support			
Teacher evaluation / dismissal			
Peer review			
Teacher assignment (transfers and hiring)			
Career ladders / differentiated roles for teachers			
Instructional reform issues			
School safety and discipline			
Other (specify):			

Appendix III. Analysis of Selected Contract Provisions

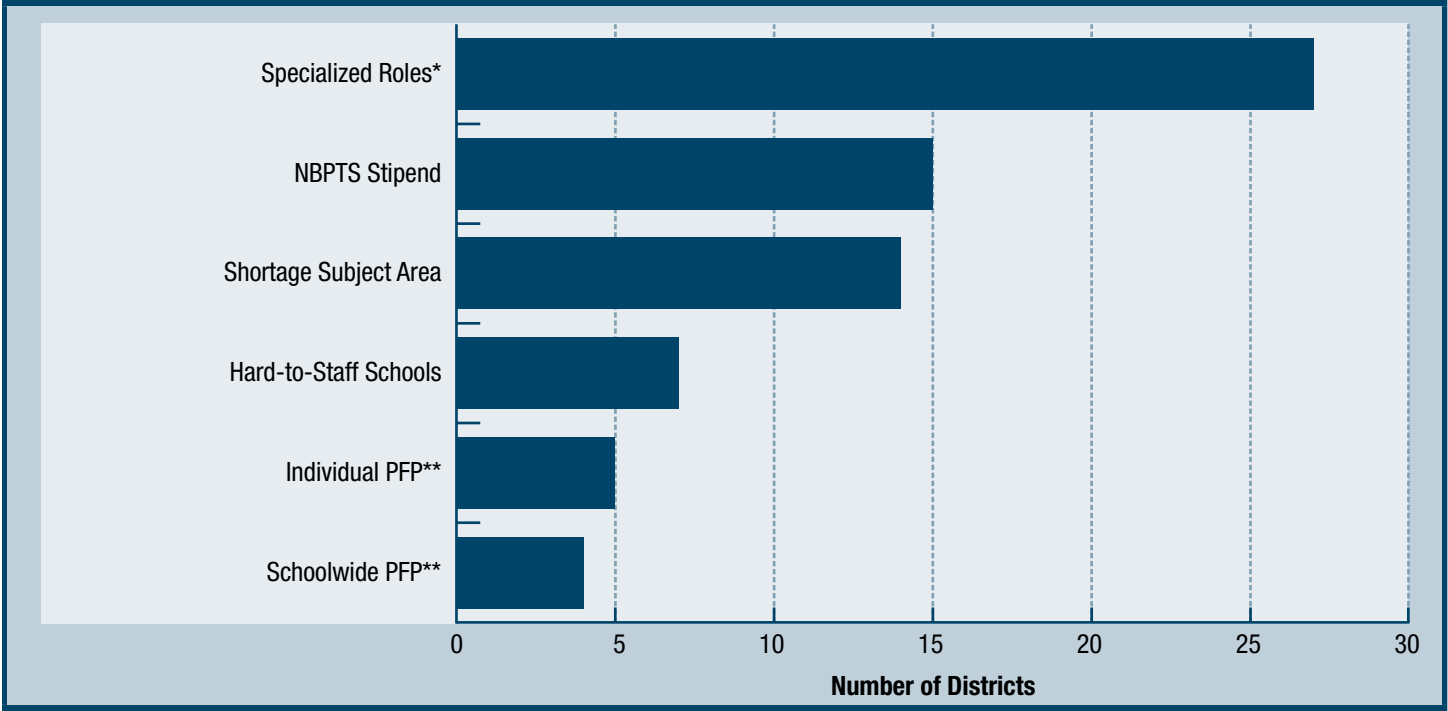
The following charts summarize information from the collective bargaining agreements of the 30 districts we studied. We performed this analysis to help us determine whether the priorities and reforms these presidents spoke of are enumerated in local collective bargaining agreements. Our analysis supports many of the findings from our interviews. Contract analysis, however, is necessarily limited: it relies only on the information in the contract, does not address how contract provisions are implemented, and attempts to distill complex issues into simple categories.

Most obviously, contract analysis depends solely on the collective bargaining agreements themselves and thus may ignore key district policies. Some policies, such as those that govern layoffs, may be defined by state laws rather than by the contract. Some districts create or change legally binding policy through “memoranda of understanding,” side agreements, or arbitration. In some cases, these agreements never become part of the formal contract. For example, Columbus, Ohio, has a well established Peer Assistance and Review program, but the contract mentions it only in passing as one alternative to administrator evaluation. Similarly, Cincinnati has developed a pay for performance plan in several low-performing schools; we describe this program in Section 4, “Addressing Teacher Quality.” The initiative is relatively new and does not appear in the district’s collective bargaining agreement. Thus, pure contract analysis does not reflect and sometimes contradicts what is actually occurring in the district.

Equally important, the mere presence of a contract provision tells us very little about its effect in practice. As new contracts generally build on earlier versions, many provisions remain in the document but do not have any practical significance; in some cases, newer provisions actually contradict other elements of the contract. Some districts also follow the contract quite closely, while others only refer to specific provisions in extreme scenarios. Thus, enforcement varies tremendously and governs the practical significance of contract language. Furthermore, context matters; districts that have experienced rapid demographic growth for the past two decades may not have revisited layoff language written in the 1970s, while districts in decline may have bargained revised language in the last negotiation. Thus, these layoff provisions may mean something very different in these two districts.

Finally, collective bargaining agreements are complicated, and their provisions cannot be easily reduced to one-page charts, as we have attempted to do here. For instance, transfer and assignment policies involve a host of criteria that we distilled into five categories. Furthermore, staffing often involves many other issues, such as when in the school year different parts of the process occur; our charts do not capture such detailed information. Thus, two districts that appear to use similar criteria may in fact have quite distinct transfer procedures. Readers interested in more detail about contract provisions should examine the full collective bargaining agreement. To facilitate this process, we have included web links to available contracts in Appendix XI.

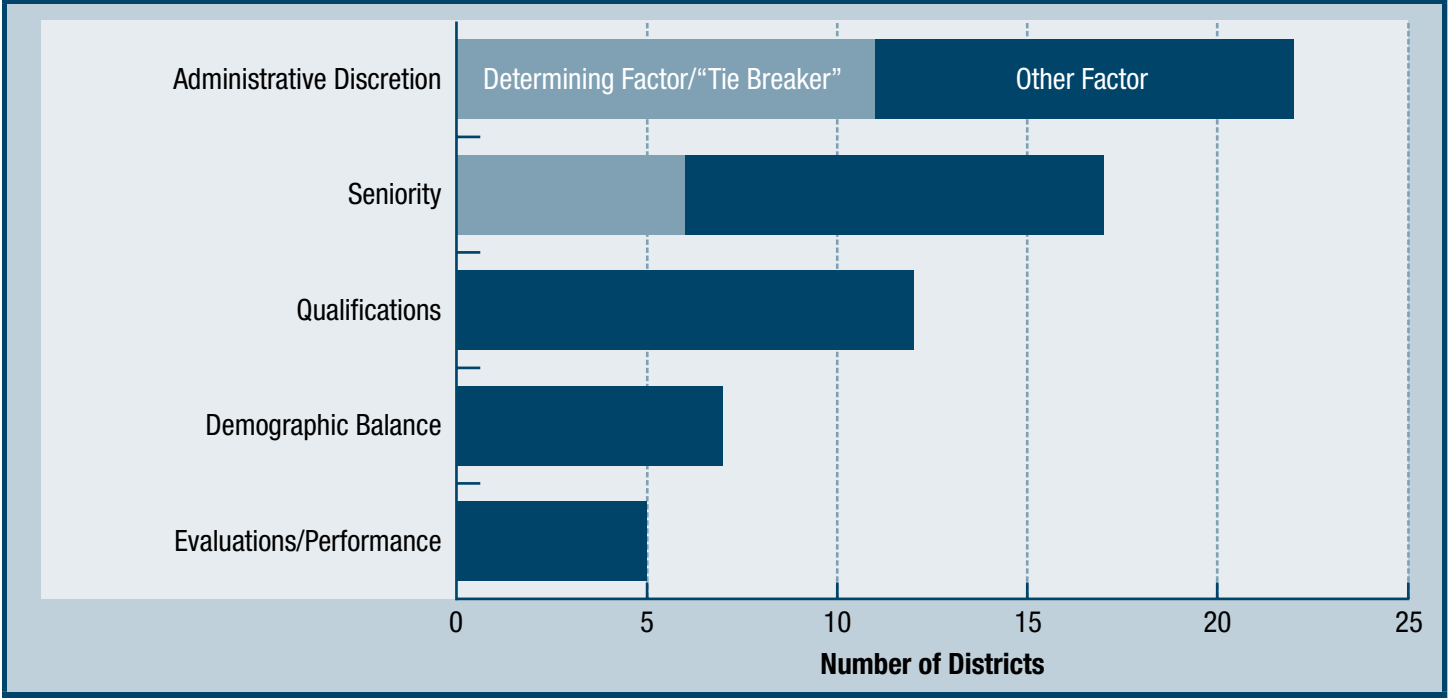
Appendix IV. Pay Incentives Described in Collective Bargaining Agreements



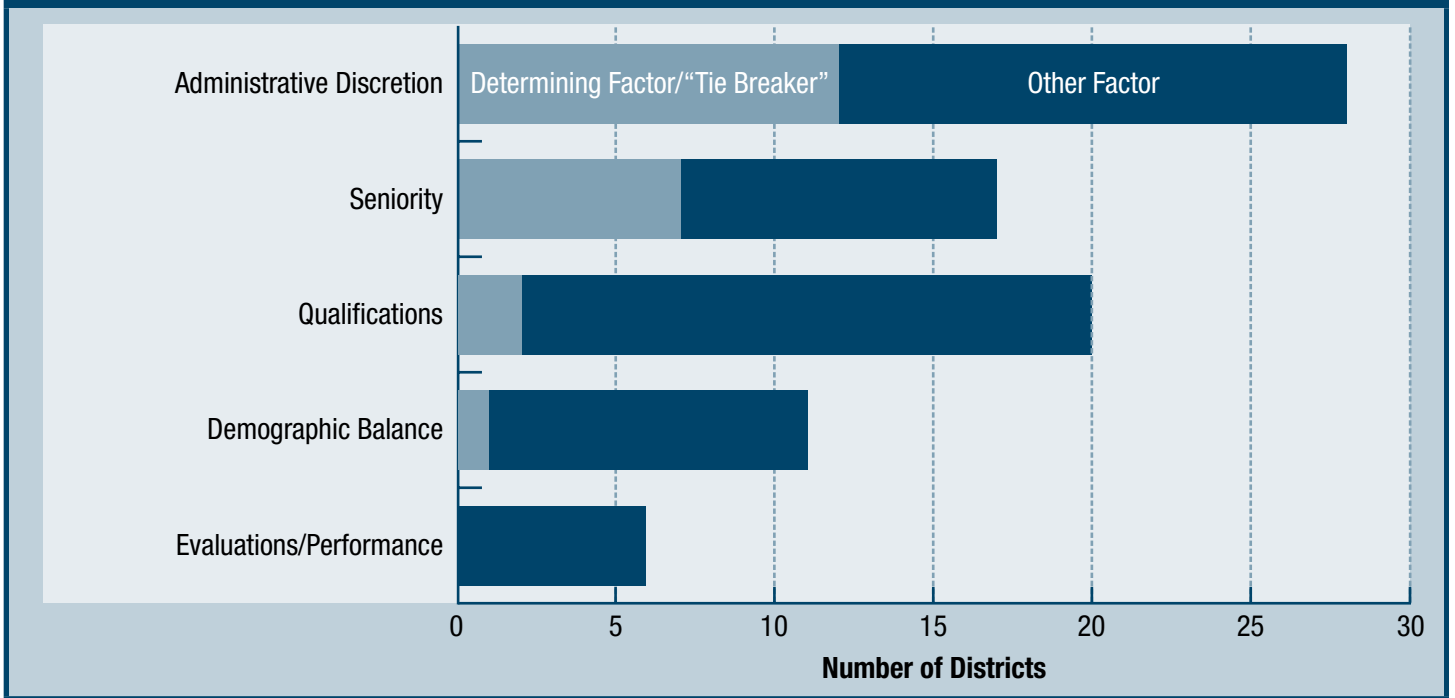
*These roles include department chairs, instructional coaches, mentors, and other specialized instructional roles.

**Pay-for-Performance.

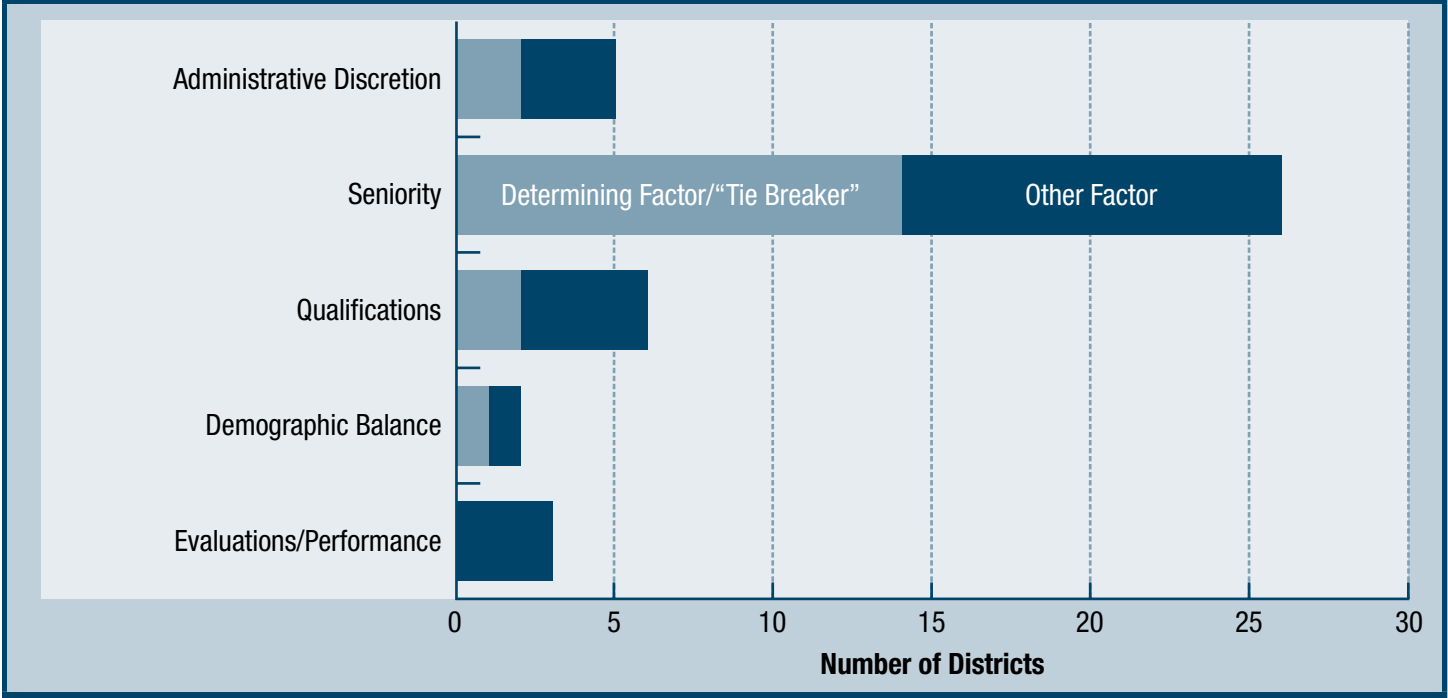
Appendix V. Involuntary Transfer Procedures Described in Collective Bargaining Agreements (Criteria for Placement in New School)



Appendix VI. Voluntary Transfer Procedures Described in Collective Bargaining Agreements (Criteria for Placement in New School)



Appendix VII. Layoff Procedures Described in Collective Bargaining Agreements (Criteria for Determining Which Teachers to Lay Off)



Appendix VIII. President Characteristics

District	Name	Gender	Race/ Ethnicity*	Year Elected	Full-time Release?	Years in Teaching†	Years in District	Highest Prior Union Position*	Union Affiliation**	Approximate Membership
California										
Chula Vista Elem.	Jim Groth	M	W	1989, 2005	Yes	37	31	President	NEA	85%
Grossmont High	Bruce Seaman	M	W	2004	Yes	25	25	Vice President	NEA	NR
Los Angeles	A.J. Duffy	M	W	2005	Yes	38	24	West Area Chair	NEA/AFT	NR
Pomona	Sarah Ross	F	W	2005	Yes	33	35	Political Action Chair	NEA	98%
Sweetwater High	Alex Anguiano	M	H	2003	Yes	20	20	Treasurer	NEA	90%
Colorado										
Boulder	Mark Chavez	M	H	2005	Yes	24	24	Vice President	NEA	80%
Colorado Springs	Irma Valerio	F	H	2005	Yes	25	25	Vice President	NEA	75%
Denver	Kim Ursetta	F	W	2005	Yes	12	12	Vice President	NEA	70%
Greeley	Lori Maag	F	W	2004	Yes	25	21	Vice President	NEA	90%
Westminster	Tom Lynch	M	W	2003	Yes	37	34	Vice President	NEA	75%
Florida										
Broward County	Patrick Santeramo	M	W	2002	Yes	35	27	Vice President	AFT/NEA	80%
Collier County	Von D. Jeffers	M	W	2005	Yes	20	19	Vice President	NEA/AFT	80%
Glades County	Janice D. Brown	F	W	1980s, 2005	No	32	27	President	NEA/AFT	85%
Miami-Dade County	Karen Aronowitz	F	W	2005	Yes	11	11	Building Rep.	AFT/NEA	55%
Palm Beach County	Theo Harris	M	AA	2004	Yes	32	32	Building Rep.	NEA/AFT	70%
Massachusetts										
Amherst-Pelham	Timothy Sheehan	M	W	2002	No	7	7	Membership Chair	NEA	100%
Boston	Richard Stutman	M	W	2003	Yes	34	34	Secondary Field Rep.	AFT	98%
Cambridge	Paul Toner	M	W	2001	Yes	13	13	Vice President	NEA	100%
Needham	Sherrill Neilsen	F	W	2003	No	9	9	Building Rep.	NEA	90%
Worcester	Cheryl DeSignore	F	W	2004	Yes	15	15	Bargaining Team	NEA	100%

Appendix VIII. President Characteristics (continued)

District	Name	Gender	Race/ Ethnicity*	Year Elected	Full-time Release?	Years in Teaching [†]	Years in District	Highest Prior Union Position [†]	Union Affiliation**	Approximate Membership
Maryland										
Baltimore City	Marietta English	F	AA	1998	Yes	37	37	Executive VP	AFT	NR
Frederick County	Gary Brennan	M	W	2005	Yes	19	19	Vice President	NEA	85%
Howard County	Ann DeLacy	F	AA	2004	Yes	35	35	Vice President	NEA	80%
Montgomery County	Bonnie Cullison	F	W	2003	Yes	28	25	Vice President	NEA	90%
Prince George's County	Carol Kilby	F	W	2003	Yes	35	35	Vice President	NEA	85%
Ohio										
Cincinnati	Sue Taylor	F	W	2001	Yes	28	28	Bargaining team	AFT	NR
Columbus	Rhonda Johnson	F	AA	2004	Yes	27	27	Vice President	NEA	100%
Dayton	Willie A. Terrell, Jr.	M	AA	2000	Yes	32	32	Vice President	NEA	90%
Georgetown	Melissa Cropper	F	W	2005	No	8	8	None	AFT	80%
Mount Healthy	Susan Brooks	F	W	2005	No	34	37	Grievance Chair	NEA	100%

All data are self-reported by union presidents. NR means not reported.

*W=White; AA=African-American; H=Hispanic

†Not necessarily as full-time classroom teachers.

‡Some local unions refer to building representatives as "stewards." Karen Aronowitz served as a head steward.

**Districts with merged unions are listed first by affiliate that first won right to represent.

Appendix IX. District Characteristics

District	Number of Schools	Number of Teachers	Number of Students	Enrollment Trend (5 Yr)	Percentage of Minority Students	Percentage of Low-Income Students	Per-Pupil Expenditure	Urbanicity
California								
Chula Vista Elem.	43	1,375	26,152	+18.0%	82.2%	46.1%	\$9,634	Urban Fringe
Grossmont High	19	1,043	24,971	+6.5%	35.6%	22.6%	\$8,121	Urban Fringe
Los Angeles	760	35,185	741,367	+4.4%	90.5%	75.5%	\$10,930	Large City
Pomona	41	1,506	34,657	+3.1%	92.5%	66.8%	\$9,694	Mid-Size City
Sweetwater High	28	1,798	40,888	+20.2%	85.7%	52.4%	\$9,170	Urban Fringe
Colorado								
Boulder	53	1,676	27,926	+3.5%	20.8%	16.2%	\$8,513	Urban Fringe
Colorado Springs	66	1,896	31,420	-0.5%	32.8%	--	\$8,593	Large City
Denver	151	4,044	72,410	+3.9%	79.4%	63.8%	\$9,461	Large City
Greeley	31	1,074	17,978	+17.2%	52.1%	48.7%	\$7,936	Mid-Size City
Westminster	23	657	10,667	-6.7%	68.2%	58.4%	\$8,025	Urban Fringe
Florida								
Broward County	275	15,271	274,591	+13.9%	65.0%	45.2%	\$8,422	Urban Fringe
Collier County	64	2,479	42,105	+30.3%	52.2%	50.9%	\$12,257	Urban Fringe
Glades County	3	76	1,237	+5.6%	50.3%	69.9%	\$16,248	Rural
Miami-Dade County	384	20,086	368,933	+2.4%	89.0%	70.0%	\$8,424	Urban Fringe
Palm Beach County	231	10,019	175,076	+17.0%	53.3%	47.6%	\$10,687	Urban Fringe
Massachusetts								
Amherst-Pelham	7	316	3,540	-6.3%	26.2%	17.5%	\$13,694	Large Town
Boston	136	4,937	57,742	-8.3%	84.7%	73.5%	\$16,312	Large City
Cambridge	13	586	6,183	-15.2%	62.8%	49.0%	\$20,992	Mid-Size City
Needham	7	422	4,901	+13.2%	10.2%	3.4%	\$13,733	Urban Fringe
Worcester	47	1,742	24,514	-3.7%	53.5%	61.1%	\$11,906	Mid-Size City

Appendix IX. District Characteristics (continued)

District	Number of Schools	Number of Teachers	Number of Students	Enrollment Trend (5 Yr)	Percentage of Minority Students	Percentage of Low-Income Students	Per-Pupil Expenditure	Urbanicity
Maryland								
Baltimore City	188	5,351	88,401	-14.2%	90.6%	73.4%	\$10,596	Large City
Frederick County	61	2,474	39,489	+9.5%	16.9%	14.6%	\$9,854	Urban Fringe
Howard County	70	3,360	48,219	+10.9%	33.8%	9.8%	\$11,516	Urban Fringe
Montgomery County	197	9,135	139,393	+6.6%	55.1%	24.3%	\$12,358	Urban Fringe
Prince George's County	205	8,173	136,095	+3.8%	91.5%	45.9%	\$9,867	Urban Fringe
Ohio								
Cincinnati	84	2,637	38,283	-22.8%	73.2%	57.4%	\$12,613	Large City
Columbus	148	3,669	60,668	-7.4%	68.9%	71.2%	\$11,183	Large City
Dayton	38	1,094	17,832	-31.1%	72.5%	59.2%	\$11,472	Mid-Size City
Georgetown	2	63	1,113	-8.7%	1.3%	18.7%	\$7,023	Rural
Mount Healthy	9	237	3,735	-7.2%	68.5%	48.0%	\$9,001	Urban Fringe

Note: Most data are from the 2004–05 Common Core of Data (CCD). Enrollment trends compare these data to figures from the 1999–2000 CCD. Data about minority enrollments come from state Web sites except data for Maryland, which come from schoolmatters.com. Data about poverty rates come from just4kids.org.

Appendix X. Summary of State Collective Bargaining Statutes

Bargaining	Scope	Agency Fee	Impasse Resolution	Strike
California				
Duty to bargain in good faith.	Narrow. Limited to matters relating to wages, hours of employment, and other terms and conditions of employment. ("Terms and conditions of employment" is defined by law to include a specific list of issues).	Bargainable. Employees may rescind any agreement to an agency fee by a majority vote.	Either party may request mediation. If mediator is unable to effect settlement within 15 days, either party may request fact-finding. Final binding arbitration may be written into the agreement or agreed upon by the parties.	No provision in statute, but by case law strikes are lawful and protected, at least after completion of impasse resolution procedures.
Colorado				
No collective bargaining law, but statute and case law extend rights to employees. School boards may bargain with teachers.	Undefined.	State law does not provide for one.	Voluntary arbitration and mediation under the direction of state officials.	Qualified right to strike.
Florida				
Duty to bargain in good faith.	Very Broad. Wages, hours, and other terms and conditions of employment, including grievance procedures are mandatory subjects of bargaining. The Florida Attorney General has ruled that agreements may be "all encompassing and may in fact touch on every element of the relationship."	Prohibited by state law.	Either party can request mediation or fact-finding hearings through a special magistrate. If either party rejects the magistrate's recommendations, the school board serves as the legislative body in the dispute by holding public hearings in which both sides explain their positions. The school board resolves the dispute through whatever action it deems to be in the public's best interest.	Prohibited.
Massachusetts				
Duty to bargain in good faith.	Broad. Wages, hours, standards of productivity and performance, and other terms of employment including but not limited to class size, teacher workloads are mandatory subjects of bargaining.	Bargainable. Objectors must be allowed to obtain a rebate for any portion used for political purposes or those not related to collective bargaining.	Either party may request mediation. If impasse continues, either may request fact-finding. Parties may mutually agree to waive fact-finding and move to arbitration. Arbitration may be binding if agreed to by both parties.	Prohibited.

Appendix X. Summary of State Collective Bargaining Statutes (continued)

Bargaining	Scope	Agency Fee	Impasse Resolution	Strike
Maryland				
Duty to bargain in good faith.	Broad. Wages, hours and other working conditions are mandatory subjects of bargaining. The calendar and class size are prohibited subjects. All other matters unless prohibited by law are permissible subjects of bargaining upon mutual agreement of the parties.	State legislature must approve right to bargain it. Exists in eight counties.	Either party or the state superintendent may request mediation, but “the public school employer shall make the final determination as to matters that have been the subject of negotiation.”	Prohibited.
Ohio				
Duty to bargain in good faith.	Broad. Wages, hours, terms, and other conditions of employment and the continuation, modification and/or deletion of an existing agreement are mandatory subjects of collective bargaining.	Bargainable.	Any mutually agreed upon impasse resolution process may be followed, otherwise the following procedures apply. If no agreement is reached 45 days before the contract expires, a mediator is appointed. Either party may then request a fact-finding panel. The panel's recommendations are binding unless a supermajority rejects them. If either party rejects the recommendations they are made public.	Permitted after employees exhaust the impasse resolution procedures.

Source: National Education Association. (November 2002). *Collective Bargaining Laws for Public Sector Education Employees*.

Appendix XI. Web links to Contracts

California

Chula Vista	Not available online
Grossmont	http://www.ectu.org/gea/contract/contract.html
Los Angeles	http://www.utla.net/contracts/PDFs/UTLA2004_2006Contract.pdf
Pomona	Not available online
Sweetwater	http://www.seacta.org/contract_05_08/CONTRACT_05_08.html

Colorado

Boulder	http://www.bouldervalleyea.org/
Colorado Springs	http://www.cseateacher.org/
Denver	http://www.denverclassroom.org/
Greeley	http://www.greeleyea.org/
Westminster	http://www.weaonline.org/

Florida

Broward County	http://www.btuonline.com/index.asp
Collier County	http://ccea.naples.net/
Glades County	Not available online
Miami-Dade County	http://www.utd.org/
Palm Beach County	http://www.palmbeachcta.org/

Maryland

Baltimore City	http://md.aft.org/btu/
Frederick County	http://www.myfcta.org/
Howard County	Not available online
Montgomery County	http://www.mcea.nea.org/
Prince George's County	http://www.pgcea.org/contracts2.cfm

Massachusetts

Amherst	Not available online
Boston	http://www.btu.org/leftnavbar/contractdownload.html
Cambridge	http://cambridge.massteacher.org/cta_members.html
Needham	http://district.needham.k12.ma.us/hr_contracts.htm
Worcester	Not available online

Ohio

Cincinnati	http://www.cft-aft.org/
Columbus	http://www.ceahio.org/
Dayton	http://dea.ohea.org/constitutiuon/contracttc.htm
Georgetown	Not available online
Mt. Healthy	Not available online

Endnotes

- ¹ Jane Hannaway and Andrew J. Rotherham, eds., *Collective Bargaining in Education: Negotiating Change in Today's Schools* (Cambridge, MA: Harvard Education Press, 2006).
- ² For case studies exploring the transition from traditional to reform unionism, see Charles Taylor Kerchner and Julia E. Koppich, *A Union of Professionals: Labor Relations and Educational Reform* (New York: Teachers College Press, 1993).
- ³ For a detailed history of the early days of collective bargaining, see Richard D. Kahlenberg, "The History of Collective Bargaining among Teachers," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, eds. Jane Hannaway and Andrew J. Rotherham (Cambridge, MA: Harvard Education Press, 2006), pp. 7–26.
- ⁴ The attitudes of teachers who belong to Generation X are explored in Julie Blair's article, "Gen-Xers Apathetic About Union Label," *Ed Week*, January 31, 2002.
- ⁵ To read about the different expectations that many newer teachers hold for their career in teaching, see H.G. Peske, E. Liu, S.M. Johnson, D. Kauffman, and S. Kardos, "The Next Generation of Teachers: Changing Conceptions of a Career in Teaching," *Phi Delta Kappan*, 83(4), 304–311; See Public Agenda, *Stand By Me: What Teachers Really Think About Unions, Merit Pay and Other Professional Matters* (Washington, D.C.: Public Agenda, 2003).
- ⁶ An agency fee is the charge that nonmembers of a union must pay to the union because, by law, they receive the benefits of union representation. Often agency fees are very close to the cost of union dues. Unions in states where agency fees are allowed, therefore, are guaranteed at least some funding from teachers who do not choose to join.
- ⁷ For a discussion of the costs of this fixed salary scale in collective bargaining, see Marguerite Roza, *Frozen Assets: Rethinking Teacher Contracts Could Free Billions for School Reform* (Washington, D.C.: Education Sector, 2007).
- ⁸ For a clear overview of the current teacher compensation systems and opportunities for reform, see Allan Odden and Carolyn Kelley, *Paying Teachers for What They Know and Do: New and Smarter Compensation Strategies to Improve Schools, 2nd edition* (Thousand Oaks, CA: Corwin Press, 2002).
- ⁹ For more information on school-based awards, see Herbert G. Heneman III, Anthony Milanowski, and Steven Kimball, *Teacher Performance Pay: Synthesis of Plans, Research, and Guidelines for Practice*, CPRE Policy Brief RB-46 (Philadelphia: Consortium for Policy Research in Education, 2007).
- ¹⁰ Daniel McCaffery, J.R. Lockwood, D. Koretz, and Laura Hamilton, *Evaluating Value-added Models for Teacher Accountability* (Santa Monica, CA: RAND, 2003).
- ¹¹ Paul T. Hill, "The Costs of Collective Bargaining Agreements and Related District Policies," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, eds. Jane Hannaway and Andrew J. Rotherham (Cambridge, MA: Harvard Education Press, 2006), pp. 111–140.
- ¹² Frederick M. Hess and Andrew P. Kelly, "Scapegoat, Albatross, or What? The Status Quo in Teacher Collective Bargaining," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, eds. Jane Hannaway and Andrew J. Rotherham (Cambridge, MA: Harvard Education Press, 2006), pp. 53–87. See also Dale Ballou, *Teachers Contracts in Massachusetts* (Boston: Pioneer Institute, 2000).
- ¹³ Jessica Levin and Meredith Quinn, *Missed Opportunities: How We Keep High Quality Teachers Out of Urban Classrooms* (Washington, D.C.: New Teacher Project, 2003).
- ¹⁴ Jessica Levin, J. Mulhern, and J. Schunck. *Unintended Consequences: The Case for Reforming the Staffing Rules in Urban Teachers Union Contracts* (Washington, D.C.: New Teacher Project, 2005). In contrast, Ballou's 2000 analysis of 40 Massachusetts districts' collective bargaining agreements suggested that seniority played a relatively minor role in teacher transfer and hiring.
- ¹⁵ Charles Taylor Kerchner, Julia E. Koppich, and Joseph T. Weeres, *United Mind Workers: Unions and Teaching in the Knowledge Society* (San Francisco: Jossey-Bass, 1997); Susan Moore Johnson and Susan M. Kardos, "Reform Bargaining and Its Promise for School Improvement," in *Conflicting Missions? Teachers Unions and Educational Reform*, ed. Tom Loveless (Washington, D.C.: Brookings Institution Press, 2000), pp. 7–46.
- ¹⁶ Frederick M. Hess and Andrew P. Kelly, "Scapegoat, Albatross or What?," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, eds. Jane Hannaway and Andrew J. Rotherham (Cambridge, MA: Harvard Education Press, 2006), pp. 53–87.
- ¹⁷ Roger Fisher and William Ury, *Getting to Yes: Negotiating Agreement without Giving In* (New York: Penguin Books, 1984).
- ¹⁸ See Section 50 of the 2004–06 Rochester Teachers Association/Rochester Public Schools contract at: http://www.rochesterteachers.com/contract/2004_2006RTAcontract.pdf#search=%22rochester%20teachers%20association%20living%20contract%22.
- ¹⁹ See, for example, Richard Colvin and Liz Willen, eds., *From Contracts to Classrooms: Covering Teachers Unions*, (New York, NY: The Hechinger Institute on Education and the Media Teachers College, Columbia University, 2007).
- ²⁰ See, for example, Terry M. Moe, "Union Power and the Education of Children," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, eds. Jane Hannaway and Andrew J. Rotherham (Cambridge, MA: Harvard Education Press, 2006), pp. 229–255.
- ²¹ See, for example, Leo Casey, "The Educational Value of Democratic Voice: A Defense of Collective Bargaining in American Education," in *Collective Bargaining in Education: Negotiating Change in Today's Schools*, eds. Jane Hannaway and Andrew J. Rotherham (Cambridge, MA: Harvard Education Press, 2006), pp. 181–201.
- ²² Matthew B. Miles and A. Michael Huberman, *Qualitative Data Analysis: An Expanded Sourcebook* (2nd ed.) (Thousand Oaks, CA: Sage Publications, 1994).
- ²³ Joseph A. Maxwell, *Qualitative Research Design: An Interactive Approach* (Thousand Oaks, CA: SAGE Publications, 1996).