

**Documenting Variation in Teacher Contract Provisions
Across New York School Districts**

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Paper Prepared for the Education Finance Research Consortium
December 2008

Acknowledgments: We appreciate comments from Hampton Lankford of the University of Albany and several participants in the EFRC Symposium, October 31, 2008. We also want to thank the Education Finance Research Consortium for providing funding for this project. Finally, we would like to especially thank Craig Connelly, Christopher Duncombe, and David Duncombe, who carefully coded most of the contracts used in this study. All views in the paper and any errors and omissions are solely the responsibility of the authors.

Documenting Variation in Teacher Contract Provisions Across New York School Districts Executive Summary

Introduction

Teacher collective bargaining agreements (teacher contracts) represent one of the most important contractual obligations that school districts make. Despite their potential impact on district budgets and human resource practices, relatively little research has examined the contents of teacher contracts across a large sample of school districts. The few studies that have examined a broad array of contract provisions have found significant variation in some provisions and not in others.

The major objective of our study is to document the contents of teacher contracts for a large and representative sample of New York school districts. Specifically, we develop a classification scheme for coding teacher contracts, which is used to evaluate contract provisions. The teacher contract database allows us to document the similarities and differences in the content of contracts across school districts and to examine which factors seem to be related to variation in contract content. While the purpose of this study is primarily descriptive, the contract database could help facilitate future research on how contract provisions affect school district budgets and teacher labor market decisions.

Methodology

Teacher contracts are complex legal documents which can cover a number of subjects. Contract provisions selected for inclusion in this study are generally those which could potentially have a significant impact on a school district's operating budget or human resource practices, are likely to vary significantly across school districts, and are not heavily regulated by state law. Contracts were coded by several people and steps were taken to assure inter-coder reliability. We acknowledge in the study several potential limitations with the database, including potential coding errors or omissions and lack of information on health insurance plans, other agreements or plans, which have been negotiated between the teachers' union and the school district, and past contract provisions, which still may be in effect.

Contracts analyzed for this study were provided by the State of New York Public Employee Relations Board (PERB). Our sample for this analysis is 267 contracts, which were in effect in July 2007 or later. We also have information on teacher salary schedules for 302 contracts. Characteristics of school districts in the sample are compared to districts not in the sample and we find very few differences in terms of enrollment, demographics, financial indicators, teacher characteristics, or district classification. In other words, our sample of districts appears fairly representative of other districts in the state. (New York City is excluded from the analysis because of the complexity of its contract and size of its teaching force.)

Major Findings

Variation in contract provisions is examined across all districts in the sample and comparisons are

made across district enrollment size classes and across need/resource capacity categories. A few of the findings are summarized below.

Compensation. We coded teacher salary schedules and examined the salary increases associated with more experience or more education. Regarding experience, the average district provides approximately the same salary bonus for a year of experience for veteran teachers as for novice teachers. We checked this finding against data in the Personnel Master File (PMF) of the Basic Education Data System (BEDS) and get similar results. While this result may reflect actual productivity increases, it does not match patterns for teacher attrition, which are highest during the first five years of teaching. High need districts, which may have the most difficulty recruiting and retaining teachers, are more apt to backload their salary increases for experience, than low need districts. We also find significant variation across contracts in salary increases associated with more education. For example, some districts reward a teacher substantially more for going from a BA to a MA than going from a MA to a PhD, while for other districts the opposite is the case. Even within the same contract there can be significant differences in salary increases associated with educational attainment for different levels of experience. It is not clear if this variation reflects legitimate differences in teacher productivity or local labor market conditions or is primarily a historical artifact from past contracts.

Health insurance. The fastest growing compensation cost for school districts is health care benefits. While it is not possible using the contract to assess the cost of different district health care plans, we do find that approximately one-third of districts provide choices of health care plans and that the district share of premiums averages between 85 and 95 percent. Over 50 percent of districts provide health care benefits for retirees that appear to be close to those offered current employees. Evaluating differences in costs associated with retiree health care provisions is an important topic for future research given the large future liabilities that these benefits may represent for school districts.

Teacher assignments and working conditions. With the exception of lengths of school day and year, we found significant differences in the working conditions and teacher assignment provisions covered in teacher contracts. Relatively few contracts impose firm class size limits (or limits on total students per teacher) but a number of contracts discuss class size guidelines. These findings raise the question of whether districts with class size guidelines in their contract actually have discretion in setting class sizes or do class size guidelines act as de facto limits.

Leaves. While almost all contracts talk about sick leave (and most personal leave), there is a fair amount of variation across contracts in the total paid leave days provided teachers and in the allowable accumulation of sick leave (and personal leave) days. Close to 30 percent of districts do not appear to set any limit on accumulation, while other districts set limits below 200 days. Since the future liabilities associated with accumulated sick leave could be significant; more needs to be known about the costs and benefits of different strategies for managing accumulated sick leave.

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I. Introduction

Teacher *quantity* and *quality* concerns are near the top of the education policy agenda for good reasons. Decades of research on the determinants of student achievement make it clear that high quality teachers matter to student success (Ferguson, 1998; Goldhaber, 2002; Hanushek et al., 2002). Teachers also represent a huge national investment, totaling over \$360 billion in 1999-2000 (King, 2003); for individual districts, teacher compensation represents the largest share of a school district's budget and costs to districts of one teacher over the full career can exceed \$2 million (Goldhaber and Anthony, 2003). In New York State, instructional salaries and benefits represented two-thirds of school district operating spending in 2005-06 (NYSESED, 2007).

The impact of teacher unions, principally through collective bargaining, on teacher salaries and student performance has been evaluated over the last several decades (Eberts, 2007; Goldhaber, 2006; Stone, 2000; Hoxby, 1996; Eberts and Stone, 1984). However, the principal product of collective bargaining, the collective bargaining agreement (or so called teacher contract) has received relatively little attention (Eberts, 2007; Johnson and Donaldson, 2006; Hill, 2006; Stone, 2000). The relatively few studies that have looked at teacher contracts in detail have found that they vary significantly in length, coverage, and the restrictiveness of their provisions (Hess and Kelly, 2006; Ballou, 2000; Eberts and Stone, 1984). The lack of attention paid to teacher contracts is surprising given that they establish the district's financial commitment to teachers and can cover a wide array of non-compensation related topics. It is fair to say that they represent the most important contractual obligation that school districts make.

Given the lack of detailed information about teacher contracts readily available to the public, the major objective of this study is to describe the contents of teacher contracts for a significant sample of New York school districts. Specifically, we develop a classification scheme for teacher contracts, which is used to evaluate contract provisions for over 260 districts. The teacher contract database allows us to document the similarities and differences in the content of teacher contracts across school districts and to examine which factors seem to be related to variation in content. While the purpose of this study is primarily descriptive, the contract database will help facilitate future research on how contract provisions may affect school district budgets, teacher labor market decisions, and ultimately student performance.

The report is organized into eight sections. In the next section we will provide a brief summary of the research on teacher unions and teacher contracts. We will then discuss the methodology used for coding

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contracts, limitations of this analysis, and evaluate the representativeness of our sample. The fourth through seventh sections will examine specific types of contract provisions, including compensation, working conditions, transfer and leave policies, and teacher evaluation. The paper will conclude with a brief summary of our findings and recommendations for future research.

II. Literature review

The growth of teacher unionization has been one of the more significant changes in American education over the last several decades. Prior to 1960, teachers around the country were rarely unionized. In most parts of the country, excluding the south, teacher unionization took off in the 1960's and 1970's as legal barriers to teacher union organization and collective bargaining were largely lifted (Kahlenberg, 2006; Moe, 2001). The AFT (American Federation of Teachers) organized teachers according to the traditional labor union model while the NEA (National Education Association), which started out as a professional organization, was forced to transform to a union in order to compete with the AFT for representation. Today most teachers in American public schools (K-12) belong to an affiliate of either the AFT or the NEA. By 2004, teacher unions had membership, which exceeded 3 million and they represented over 60 percent of teachers (Farber, 2006). In states in the Mid-Atlantic region membership rates approached 90 percent (Eberts, 2007).

Significant research has examined the impact of teacher unions on teacher salaries, school district budgets, and student performance (Eberts, 2007; Goldhaber, 2006; Stone, 2000; Hoxby, 1996; Eberts and Stone, 1984; Moe, 2001). Most studies find that unions have been successful in significantly raising teacher salaries, fringe benefits, and school district budgets and in reducing class sizes (Eberts, 2007; Stone, 2000; Johnson and Donaldson, 2006; Eberts and Stone, 1984). The limited research examining the impacts of unions on student performance suggests that the effects are likely to be small and may vary by type of student. For example, several studies indicate that unions are associated with small increases in average student performance, small declines in performance for low achieving and high achieving students, and an increase in dropout rates (Stone, 2000; Eberts, 2007, Goldhaber, 2006; Hoxby, 1996; Kurth, 1987; Milkman, 1997).

While empirical research has focused on the overall impacts of unionization on school districts, much less is known about how the contents of teacher contracts have affected the human resources policies and instructional practices in school districts. Most of the research examining teacher contracts has focused on how much contract language restricts management decisions about personnel and instructional policy. For example, Riley, et al. (2002) examined roughly half the school districts in California and created an index to measure how restrictive each contract is on the learning environment. The five contract provisions they examined were grievance procedures, teacher evaluation, transfers and assignments, school board authority, and teachers' instructional time. Nearly 75 percent of the contracts they rated as restrictive, each with an

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abundance of grievable issues, transfers according to seniority, limits on evaluation process and dismissal, and reduced instruction time. The authors note the most restrictive contracts were those of the larger districts because in California the tendency of unions has been to organize a few districts with a large amount of teachers.

In an analysis of all Michigan school districts, Munk (1998) found that more than 90 percent of the collective bargaining agreements contain language which serves to limit the ability of administrators to hire, place, and dismiss teachers (because of seniority requirements, limits on teacher evaluations, and other procedural hurdles). In Michigan, more than half the contracts establish a maximum class size¹ and less than 5 percent of the contracts contained provisions for any type of merit-based compensation. Munk (1998) concluded that in Michigan, application of the ‘factory model’ of collective bargaining to education has led to inefficient placement of teachers, a lack of performance incentives, and the creation of an antagonistic relationship between school boards and their teacher unions.

Several recent studies, however, suggest that there may be more variation across school districts in contract provisions and fewer direct restrictions on management action than commonly believed, at least on paper. Ballou (2000) examined detailed contract provisions in forty Massachusetts school districts. He looks for variation in the areas of compensation, teacher evaluation and discipline, transfers, layoffs, and the length and structure of the work day. Within this sample, he finds considerable variation in the contract wording but is still able to draw broad conclusions regarding each of the areas on which he has focused. He confirmed that “teacher compensation is determined by rigid schedules that reward solely the accumulation of college credits and experience.” (p. vii). Most contracts have detailed provisions on class size, length of school day and year, and number of after-school meetings, but that the content of these provisions varied significantly across school districts. Regarding other contract provisions, such as teacher evaluation, discipline, transfers, and reduction in force, he found significant variation across districts in whether they had these provisions, and how restrictive of management they were. He concludes that “On virtually every issue of personnel policy there are contracts that grant administrators managerial prerogatives that they are commonly thought to lack.” (p. 28). Even when contract language does not appear to impose significant constraints, administrators appear to have been hesitant to take advantage of more flexible language to implement more innovative human resource policies. While he could not explore in depth what factors were associated with adoption of certain contract provisions (with only 40 districts), it appeared that the “least restrictive contracts are found in the

¹ Some perverse and unintentional consequences of class size restrictions in New York City identified by Ballou (1999) include gifted students being sent back to regular class because the gifted class is full, unions suing the school district for breach of contract if they go over the class size limit – even if the teacher agrees to the overage, and the limited ability of administrators to respond to the ever changing needs of their student body.

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more affluent small towns and outer suburbs of Boston,” while central city districts or lower-income towns had more restrictive contracts. (p. 28).

Hess and Kelly (2006) examined the contents of collective bargaining agreements in large cities in 20 states, 10 of which have mandatory collective bargaining and 10 states with nonmandatory collective bargaining for teachers. The cities ranged in size from 14,000 to 100,000 students. They looked at how “explicit” contract language was on length of school day, class size, transfers, and curriculum. Their findings were similar to Ballou (2000). Significant variation existed across districts in contract provisions and contracts were often ambiguous about the level of flexibility administrators had in setting work hours, class sizes, and transfer policy. In fact, they found that “some contracts include both ambiguous language and strict prescriptions within the same article.”(p. 83) Based on interviews with superintendents and union officials, Hess and Kelly (2006) conclude that district administrators are often hesitant to exploit the ambiguous language in the contract to make major policy changes.

III. Methodology

Teacher collective bargaining agreements are complex legal documents which often include provisions covering different periods of time. The content of teacher contracts can vary widely across districts, depending on the local education environment and past relationships between district management and the teachers union (Hess and Kelly, 2006; Ballou, 2000). The content of a teacher contract is influenced in part by what are mandatory and nonmandatory subjects of negotiation. In New York, most compensation and benefits-related subjects are mandatory subjects, as well as working conditions, leaves, evaluations, and discipline (PERB, 2006).

Contract Coding

The selection of provisions of teacher contracts to examine is based on four criteria. First, contract provisions are selected, which could potentially have a significant impact on a school district’s budgets or teacher working conditions. The second criterion is whether there is likely to be significant variation across districts in the existence and content of a provision. Third, we identified contract provisions examined in previous studies (Ballou, 2000, Eberts and Stone, 1984, McDonnell and Pascal, 1979, 1988; Helland and White, 2000; Riley, et. al., 2002; Hess and Kelly, 2006; and Koski and Horng, 2007). Finally, we generally did not include contract provisions, which were heavily regulated by existing state law or regulations. For example, we did not evaluate contract provisions related to disciplinary or grievance procedures for tenured teachers, because they are specified in detail in education law (Section 3020-a). The contract provisions we examine can be divided into four broad categories: compensation, working conditions, transfers and leaves, and evaluation. (The contract coding sheet is reported in Appendix A).

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The coding of contracts was done by several people. To assure inter-coder reliability, the principal investigator was in contact with coders throughout the process to provide clarification, answer questions, and provide information on problems other coders had encountered. Contract coding sheets went through several rounds of revision to try and guarantee consistency. Coders not only classified contracts but also included on the coding sheet the page numbers and key passages from the contract to facilitate identifying coding inconsistencies.

Limitations of Analysis

Despite efforts to assure inter-coder reliability, there are undoubtedly cases of inconsistency, misclassification, or omission of contract provisions. Teacher contracts are often revised on an incremental basis over decades, which can make identifying current provisions difficult. In addition, some contract provisions, such as health insurance benefits, can be highly complex, which can lead to inconsistencies in contract classification.

While teacher contracts provide an important view of district personnel policies, it is an incomplete and inconsistent picture for several reasons. First, a number of provisions of the teacher contract are covered in state law or regulations. A lack of references to these provisions in the contract is not necessarily an indicator of district discretion. For example, Commissioner Regulations (100.2) require school districts to put in place a professional development plan (PDP) and an annual professional performance review (APPR) process. While some school districts may discuss components of either the PDP or APPR in their contracts, a lack of provisions in the contract about professional development or teacher evaluation does not indicate a lack of union involvement in shaping either plan.² Second, published contracts do not necessarily include all agreements negotiated between the teacher union and the school district. Third, contract provisions covering employee health benefits typically provide only cursory information on the content of the health plans. Finally, most contracts include some version of a “past practices clause,” which indicates that any past contract provisions not discussed explicitly in this contract, remain in force. Without a careful evaluation of district contracts across time and interviews with district officials, it is not possible to determine the impact of past practices on the current contract.

Representativeness of Sample

Contracts evaluated in this project came primarily from contract archives maintained by the State of New York Public Employee Relations Board (PERB). PERB requests contracts from all school districts on a regular basis but receives contracts from only a subset of districts. To get as large a sample as possible we requested any contract which ended in July 2007 or later. Of these districts, approximately two-thirds had

² We were told by one BOCES official, who advises districts on labor negotiations, that he recommends that districts do not include a PDP or APPR in the contract since it might reduce district flexibility.

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contracts expiring in 2008 or later. We carried out the same analysis on the subset of 2008 or later districts and did not find significant differences with the full sample.³

In total, we coded complete contracts for 267 school districts and coded the salary schedule for 302 contracts.⁴ Given that the districts included in the sample are not randomly selected, it is important to examine how representative these districts are of all districts in New York. Table 1 presents a comparison of school districts in the study with districts not in the study on demographics, financial indicators, teacher variables and on several types of district classifications.⁵

<Table 1 about here>

Districts in our sample closely match non-sample districts in terms of student demographics, teacher characteristics, and most financial variables, on average. Study districts have somewhat lower income and property wealth per pupil, were less apt to be suburban districts, downstate districts, and more likely to be city districts, high need districts, and average need districts. We have explicitly tried to oversample districts receiving Contract for Excellence funding, which is reflected in the higher share of these districts in the sample. With the exception of per pupil income, none of the differences across sample and non-sample districts are statistically significant from zero.

Types of Analysis

Since the principal objective of this study is to describe the variation across school districts in their teacher contract provisions, most of the analysis is purely descriptive. In addition to identifying the level of variation across districts in contract provisions, we also explore what factors seem to be associated with variation in contract provisions. Specifically, we will examine how contract provisions vary across district by the enrollment size and by the fiscal condition of the district as indicated by need/resource capacity district classification developed by SED. We also examined variation across SED regions and by metropolitan statistical area (MSA) and some of these results will be discussed in the text. (Tables with results by SED region and MSA are reported in Appendix B.)⁶ While these tables should be viewed as purely exploratory, they can inform future research on factors associated with the adoption of specific contract provisions.

³These results are available upon request. At the request of the New York State Education Department, we have supplemented the sample with several school districts receiving C4E funding. Contracts for C4E districts were obtained from the website, SeeThroughNY, <http://www.seethroughny.net/>.

⁴ Several of the contracts we received from PERB were missing pages or key appendices from the contract. We coded the salary schedule for these contracts but did not code the rest of the contract.

⁵ District level demographic and financial data was available for 263 of the 267 districts in our sample.

⁶ We also examined the relationship between contract provisions and other financial, demographic, and teacher-related factors but these results are not reported in the report.

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IV. Compensation

Setting teacher compensation is at the heart of any teacher collective bargaining agreement. All contracts include teacher salary schedules, provisions for health benefits, and compensation schedules for extra-curricular activities. For this study, we have focused on the salary schedule and health insurance benefits.⁷

Salary Increases for Experience and Education

All teacher contracts include a salary schedule, which typically set salaries based on teacher education level and experience. The “single salary schedule,” which predated the emergence of teachers unions, was intended to “end patronage and discrimination between black and white employees and between lower-paid elementary teachers (mostly women) and higher-paid high school teachers (disproportionately men).” (Johnson and Donaldson, 2006, pp. 117-118). However, the reduction of variation in starting salaries by field and working conditions has been criticized as exacerbating recruitment problems in science and mathematics and for discouraging good teachers working in high-poverty schools. Hoxby and Leigh (2004) found that salary compression for starting teachers has discouraged high aptitude women from entering the teaching profession.

In addition, single salary schedules have been criticized as favoring senior teachers over new teachers. Lankford and Wyckoff (1997) evaluated changes in teacher salary schedules in New York School districts from 1970 to 1994. They found that inflation-adjusted salaries for novice teachers actually fell by 8 percent from 1970 to 1994, while salaries for veteran teachers (23 years of experience) increased by 11 percent. They argue that “backloading” of compensation has hurt district recruitment of new teachers, who are more mobile and likely to be influenced by compensation levels than veteran teachers (p. 381).

Using the salary schedule reported in each contract we did several types of analyses to examine salary increases associated with more experience and more education. Starting with experience, we estimated the percent salary increase for experience increases from 1 to 25 years for different levels of education (Table 2).⁸ To make the salary increases comparable, we divided the total percent increase by the increase in years of experience. For example, the average percent salary increase for a teacher going from 1 to 5 years of

⁷While many contracts provide detailed information on compensation for extra-curricular activities we did not include these provisions in our analysis because it is very difficult to develop consistent coding for these activities and extra-curricular compensation is of secondary importance in school district budgets.

⁸ Contracts are usually expressed in terms of steps. We assumed for this analysis that steps are equivalent to experience. While some contracts (29) indicated that this was not always the case, they did not provide a translation between steps and years. Several contracts did not have steps up to 25 years of experience. We applied the highest step, in this case, to teachers with 25 years of experience, which is the reason that salary growth between 5 and 15 years of experience and between 15 and 25 years are very different on average. If a longevity bonus is provided to teachers, it is only included in the base salary if the contract explicitly indicates that this is a permanent salary increase.

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experience with a BA is 3 percent per year of additional experience.⁹ The salary increase going from 1 to 5 years of experience is almost the same for teachers with an MA (2.9 percent on average).

<Table 2 about here>

Given that the highest rates of teacher attrition or migration are in the first five years of a teacher's career (NCES, 2007), we might expect that districts would provide the highest salary increases during the early years of a teacher's career. The salary increase per additional year of experience for teachers going from 1 to 5 years of experience in the average district is about the same as for teachers going from 1 to 25 years of experience for teachers with a BA or MA. In other words, there does not appear to be any attempt to frontload salary increases for young teachers to encourage them to stay. The lowest salary growth is between 15 and 25 years because several districts do not have steps on their salary schedule going up to 25 years. Low need school districts are the only type of district which provides significantly higher salary increases to novice teachers than to veteran teachers. High need districts (and C4E districts), which may face difficult challenges recruiting and retaining teachers, do not appear to frontload their salary schedules to encourage retention.

The lack of specificity in some contracts about the link between salary "steps" and years of experience can make it difficult to establish the link between experience and salary. To provide a crosscheck on these results, we have estimated teacher salary at different education and total experience levels using the Personnel Master File (PMF) of the Basic Education System (BEDS) for 2006.¹⁰ The pattern was similar to what was found with salary schedules. Only for low need districts (or districts with enrollment between 500 and 1,000 students) are salary increases for novice teachers consistently higher than those for veteran teachers.

<Table 3 about here>

Turning to the additional compensation associated with education, Table 4 measures the percent increase in salary going from one education level to another (at the same level of experience). On average, the percent salary increase going from a BA to an MA is about the same as going from a MA to a PhD, but significant differences exist in the salary increase associated with higher education at different levels of experience. For example, a teacher with five years of experience moving between a BA and MA will get a salary increase of 9.4 percent, on average, and 15 percent going from a MA to PhD. For a teacher with 25 years of experience the percent increase going from a BA to an MA is 12.1 percent and from a MA to a PhD is 11.7 percent. As expected, the largest salary increases come with receiving a higher degree and not with

⁹ This is not a compound growth rate. Instead, it is calculated by dividing the total percent salary increase for teachers going from 1 to 5 years of experience, for example, by the increase in experience (4 years).

¹⁰ We used total experience, and averaged the salary for all teachers with the same education level and same total experience. We also examined the salary changes using district experience and found a similar general pattern. We did not include the results for teachers with only a BA because there were a significant number of districts with no teachers with just a BA and a given year of experience except for low levels of experience.

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adding more credits. High need urban districts and low need districts have a much higher percent increase going from a BA to an MA than from an MA to a PhD, but for high need rural and average need districts the opposite is the case. There are also significant differences by district enrollment size. Districts with enrollments under 1,500 tend to reward education increases from MA to PhD higher than increases from BA to MA, on average, while for districts between 1,500 and 10,000 students the opposite pattern generally exists.

<Table 4 about here>

The large differences in the salary structures across districts raise questions about the reasons for these discrepancies. One possibility is that many of the cells in the salary schedule are not actually used since there are no teachers in this category. We might expect this particularly for experienced teachers with a BA, or for teachers with a PhD, especially in small districts. When we calculated using the PMF the average increase in salary associated with higher education levels for a specific experience group, we found a number of cases of districts with no teachers in a specific education and experience category (Table 5). Except for teachers with a BA or MA with 5 years of experience, less than half the districts had teachers in the PMF with both education levels at a given level of experience.

<Table 5 about here>

Even if a portion of the salary schedule is not used in practice, the large variation across contract salary schedules is puzzling. It is not clear if it reflects legitimate variation in the labor markets or teaching environments across districts or primarily reflects the structure of past labor contracts? We have been able to find some patterns but not a clear explanation for why these differences exist. Given the importance of the salary structure for recruitment and retention of teachers, understanding the “logic” behind contract salary schedules should be an area for future research.

Other Compensation Provisions

We also examined contracts to determine whether districts use compensation as an incentive for recruitment, professional development, or retirement. Similar to Ballou (2000), we rarely found deviations from the single salary schedule for the determination of teacher permanent salaries. The one exception was for National Board Certification (National Board for Professional Teaching Standards, NBPTS), where 16 percent of contracts included a provision providing a multi-year salary increase for teachers maintaining National Board Certification (Table 6). Balter and Duncombe (2008) found, based on their survey of superintendents in 2004, that a similar percent of districts used National Board Certification as a recruiting incentive. An additional 6 percent of contracts include temporary bonuses for National Board Certification. We found that multi-year salary increases associated with NBPTS were much more prevalent in contracts of low need (25 percent) and average need districts (18 percent), while temporary bonuses were more likely in high need urban districts (10 percent). In terms of district size, 28 percent of districts between 3,000 and

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6,000 students and 19 percent of districts with 1,500 to 3,000 students provided multi-year salary increases for National Board Certification, while 21 percent of districts between 6,000 and 10,000 students provide temporary bonuses.¹¹

<Table 6 about here>

“Because there is so little flexibility in determining compensation once a teacher has been placed on the salary schedule, a district’s best opportunity to respond to market conditions is at the time of initial hire through the crediting of previous experience.” (Ballou, 2000, p. 5) Approximately, 50 percent of contracts reviewed discuss crediting of previous experience and 32 percent limit the years that can be credited.¹² Limitations can range significantly in their duration and what type of experience they are applied to.¹³ High need rural districts are less apt to include provisions concerning crediting of previous experience. Low need districts, high need urban districts, and those with enrollment between 6,000 and 10,000 students are the most likely to include these provisions.¹⁴

Early retirement incentives can be provided to downsize school district staff, reduce the payroll, or encourage the entry of a younger cohort of teachers into the district. Because of the difficulty of staffing positions when districts are notified of a retirement late in the year, districts can offer an incentive for early notification of retirement, either as part of an early retirement incentive or as a separate contract provision. Approximately half of the district contracts we evaluated include some type of early retirement incentive and early notification incentive.¹⁵ Early retirement and early notification incentives tend to be the lowest in high need urban districts (and C4E districts); there is no consistent relationship between district size and use of retirement incentives.¹⁶

¹¹ In terms of SED regions, downstate suburbs and upstate rural and suburban districts more frequently include salary bonuses for NBPTS, while relatively few large cities or downstate small cities use these incentives (see Appendix B). Incentives are more frequent in districts in the New York City suburban counties or Albany MSA, and least likely in the Binghamton-Elmira MSA or non-MSA counties.

¹² Balter and Duncombe (2008) found that 47 percent of responding districts indicated that the district uses flexibility in the crediting of previous teaching experience and 17 percent use flexibility in crediting of non-teaching incentives as a recruiting tool.

¹³ Ballou (2000) found that almost all of the contracts in his sample of 40 Massachusetts school districts discussed crediting of experience and close to half limited the crediting of experience in some way.

¹⁴ Downstate suburbs, large cities, and upstate small cities are the most apt to discuss crediting of experience in the contract (see Appendix B).

¹⁵ Ballou (2000) argued that the justification for retirement incentives presently is “less clear” given the anticipated retirement of teachers over the next decade and the recruitment difficulties this will lead to. (p. 4) He found that one-third of Massachusetts districts in his sample offered an early retirement benefit.

¹⁶ There are large differences in the use of retirement incentives across SED regions and MSAs in the state (see Appendix B). While 50 percent of upstate small cities and suburbs offer these incentives, none of the downstate small cities in our sample offer retirement incentives. Among MSA, the highest use is in the Syracuse-Utica MSA and Poughkeepsie-Newburgh MSA.

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Health Benefits

The rapid growth in health care costs has put a significant strain on school district budgets. Health care benefits are one of the fastest growing components of school district budgets increasing from \$1 billion in 1993-94 to close to \$3 billion by 2005-06 (New York State Commission on Property Tax Relief, 2008).¹⁷ Growth in health expenditures has been particularly rapid in the last five years, with an annual growth rate over 10 percent. While difficult to identify, it is likely that health care benefits for retirees is an important and growing component of health care costs.

Health care provisions in teacher contracts can range from very brief descriptions to detailed presentations of health care options and insurance provisions. In order to develop consistent measures across contracts, we have simplified the coding of health insurance into a few items. It is important to recognize that these items are not likely to accurately reflect the differences in coverage levels and costs across contracts.

Approximately one-third of districts offer some type of choice in health care plans (Table 7), typically choice between traditional insurance (fee-for-service), a health maintenance organization (HMOs), or a preferred provider organization (PPO). Districts that don't provide a choice generally rely on traditional fee-for-service plans. Very small districts (under 500 students) or large districts (over 10,000 students) are least likely to provide choice of health care plans.¹⁸ For those contracts discussing district premium shares,¹⁹ the average district premium share is 90 percent for individual coverage and 86 percent for family coverage. The district share of premiums ranges from 80 percent (at the 5th percentile) to 100 percent (at the 95th percentile) for individual coverage and between 75 percent and 100 percent for family coverage.

<Table 7 about here>

An important health care cost, particularly over the next several decades, is the health care benefits provided to retirees. With recent accounting changes (GASB 43), which requires local governments to estimate postemployment benefits and include them as liabilities on their balance sheet, health care commitments to retirees should receive increasing attention (Marlowe, 2007). Most contracts discuss some type of health care coverage for retirees; however, there is large variation in the types of coverage. For this analysis we will focus only on contracts where district premium percentages are specified and premiums do not have to be paid out of accumulated sick leave. Over half of the contracts (56 percent) in our sample include health insurance for retirees with the highest share (64 percent) in very small school districts and

¹⁷ These findings are consistent with the results of a study done by NYSED (2005), which indicated that health care spending by school districts had doubled between 1994-95 and 2004-05.

¹⁸ Upstate small cities and suburban districts, especially those in the Albany MSA and Buffalo-Rochester MSA, are more apt to provide choice in health care plans (see Appendix B).

¹⁹ Ninety percent of contracts discuss premium shares for individual coverage and 83 percent of contracts discuss premium shares for family coverage.

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those with enrollment between 3,000 and 6,000 students.²⁰ For contracts with retiree coverage, the average district share of the premium is 84 percent for individual coverage and a 74 percent share for family coverage. Variation in the district share of premiums for retirees is much wider as well, ranging from 50 percent at the 5th percentile to 100 percent at the 95th percentile for individual coverage and from 35 percent to 100 percent for family coverage.

Most districts provide other types of health benefits, including dental (72 percent), vision (20 percent), flexible spending plans (71 percent),²¹ and other types of benefits (62 percent). Districts are usually less generous in their benefits for other health benefits, often paying some fixed amount to support a dental or vision plan administered by the union. While there are some differences in other health care benefits across types of districts, none of the differences are statistically significant.²²

V. Working Conditions

Teacher working conditions is another important subject for bargaining, which may have implications for teacher productivity and retention (Johnson and Donaldson, 2006). In a recent survey of teachers, nearly one-third of public school teachers cite “dissatisfaction with workplace conditions” as very important in their decision to leave a public school, compared to 22 percent for private school teachers (NCES, 2007). While substantial research has indicated that the composition of the student body can affect teacher retention and mobility (Hanushek et al. 2001; Scafidi, Sjoquist, and Stinebrickner, 2007; Falch and Strom 2005), much less evidence exists on the link between working condition provisions of contracts and teacher retention.

Teaching Schedule

Several of the items under the area of teacher work schedule are mandatory subjects of negotiation (PERB, 2006) including length of work year, length of work day, student contact time (and teaching periods), and changes in duty free time, parent teacher conferences, and dismissal time. In addition, Education Law

²⁰ Across MSA, districts in the Binghamton-Elmira, Poughkeepsie-Newburgh, and Syracuse-Utica MSAs are the most apt to provide health care benefits to retirees, and districts in Buffalo-Rochester MSA and New York City suburbs are the least likely.

²¹ In coding contracts, we tried to distinguish between the different types of health spending accounts included under section 125 of the Internal Revenue Service Code. We include under flexible spending accounts, plans that allowed employee contributions pre-tax for medical expense reimbursements and where unused contributions are lost at the end of the calendar year. If the district had another type of IRS 125 plan, this was recorded as “other” health benefits.

²² There is more variation across SED regions and MSA. While 80 percent or more of upstate small cities and suburbs provide dental coverage none of the downstate small cities in our sample provide this coverage. Across MSA, over 90 percent of districts in the Syracuse-Utica MSA and Binghamton-Elmira MSA provide some type of dental coverage but only 36 percent of districts in the Poughkeepsie-Newburgh MSA. Significant differences also exist across MSAs in the provision of vision coverage (see appendix B).

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and Commissioner Regulations set minimum lengths for the school year and school day.²³ While districts are free to extend the school year and school day beyond these limits, in reality, little variation exists across teacher contracts. The average school year is 185 days with an average deviation of only 3 days (Table 8).²⁴ The school year ranged from 181 days to 189 days in 90 percent of the contracts.²⁵ The average school day for elementary school students (7.1 hours) was only slightly shorter than average day for secondary students (7.2 hours). Average variation in the length of the workday was between 15 and 20 minutes and 90 percent of contracts had a school day between 7.5 hours and 6.5 hours (6.75 hours for secondary schools). Despite the fact that increased time on task is one of the allowable programs for C4E funding, C4E districts did not have longer school days or school years than the average district.

<Table 8 about here>

For the contracts discussing teacher planning time (two-thirds of contracts), we found significant variation in the planning time for elementary school teachers.²⁶ On average, elementary teachers had 41 minutes of planning time with an average variation of 12 minutes. Planning time ranged from 30 minutes to 66 minutes in 90 percent of districts and between 30 and 45 minutes in 50 percent of districts. Less than 20 percent of districts provide common planning time as part of the contract, although this percent is higher in low need and average need districts (and much lower in high need urban districts).²⁷ Between 55 and 60 percent of contracts discuss teacher responsibility to attend faculty meetings and other after-school activities, such as parent-teacher conferences or school open houses. In the contracts which discuss the maximum number of faculty meetings teachers are required to attend (43 percent of contracts), the average number of

²³ The minimum school year is 180 days as set in Education Law, Sec. 1704.2 with up to four additional superintendent conference days may be used. See <http://www.emsc.nysed.gov/schoolday.htm>. Commission Regulations Section 175.5 set the minimum school day at 5 hours for K-6 and 5.5 hours for grades 7 to 12. See <http://www.emsc.nysed.gov/sss/Laws-Regs/Attendance/175-5.htm>.

²⁴ We included all of the work days discussed in the contract as the school year. This included both instructional days, superintendent conference days, and other days specified in the contract. Because some contracts only specified instructional days, some of the variation reflects inconsistency across contracts in what the length of school year represented. Approximately, 24 percent of the contracts did not specify the length of the school year and 17 percent did not specify the length of the school day. By contrast, Eberts and Stone (1984) found that 51 percent of contracts in New York in 1976 did not include provisions for length of school day. Hess and Kelley (2006) found that 8 out of the ten districts in mandatory collective bargaining states specified the work day, while only 4 out of ten districts in non-mandatory collective bargaining states did the same.

²⁵ Ballou (2000) found a similar lack of variation in the length of the work year across the 40 Massachusetts district contracts he reviewed.

²⁶ Contracts typically specified planning time for secondary teachers in terms of periods (usually 1 period). Since most contracts don't discuss the length of periods, it is not possible to construct a comparable measure of planning time for secondary teachers.

²⁷ It can be difficult from contract language to determine whether some of the non-instructional periods are used for common planning time. We only marked this yes if we could find a clear passage in the contract identifying common planning time. None of the contracts for the large cities or downstate small cities we examined mention common planning time, which compares to 20 percent of suburban districts and upstate small cities.

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faculty meetings per year is 21, with average variation of 14 meetings.²⁸ High need urban districts were less apt to specify the number of faculty meetings in their contracts and when they did the maximum number of specified faculty meetings were lower than for other types of districts (14 meetings per year).²⁹

Teaching Assignments and Classroom Environment

Other working condition-related provisions of teacher contracts could include limitations on class size, total students per teacher, the number of teaching assignments per day, and new class preparations per semester. Contracts may also specify whether teachers have any control over their assignments, student assignment into their classroom, and their ability to remove disruptive students from their classroom. We might expect a lower share of districts to include these provisions in their contracts, since they are generally not mandatory subjects of negotiation (PERB, 2006).

Of contract provisions related to classroom environment, limitations on class size have received the most attention in past research. In an analysis of all Michigan school districts, Munk (1998) found that more than half the contracts establish a maximum class size. However, Hess and Kelly (2006) and Ballou (2000) identified only 30 percent of the contracts as having a firm limit on class size and Ballou (2000) classified another 30 percent of his contracts as providing class size guidelines. Our analysis of New York contracts identified only 10.5 percent of contracts as having firm class size limits and another 37 percent as providing class size guidelines (Table 9).³⁰ Low need districts (and C4E districts) are more apt to include firm class size limits. High need urban districts and districts with over 10,000 students rarely include firm class size limits, although 40 percent include class size guidelines (Table 10). A slightly higher share of contracts (12 percent) included a provision limiting the number of students per teacher, typically for secondary teachers.³¹ Large districts (and C4E districts) were most apt to include some limitation of students per teacher.³²

<Tables 9 and 10 about here>

Regarding limitations on teaching assignments, 67 percent of contracts include a limit on teaching assignments (typically 5 assignments per day), 25 percent of contracts limit the number of new preparations

²⁸ We interpreted any district-level meeting or school-level meeting of faculty as a faculty meeting. When faculty meetings are specified on a monthly or weekly basis, we assume 9 months per year and 4 weeks per month.

²⁹ The number of maximum faculty meetings teachers are required to attend ranged from 9 in the large cities to over 22 in suburban districts. Districts in the Albany MSA had 15 meetings on average compared to 29 in districts in the Syracuse-Utica MSA (see Appendix B).

³⁰ We classified a class size limit as firm if the contract does not indicate that the limits are advisory and it discusses the consequences for exceeding class size limits, such as additional compensation or provision of an additional teacher aide.

³¹ We classified a contract as including a firm limit if a limit is mentioned for any type of teacher (e.g., secondary English teachers).

³² None of the large city districts or downstate small cities in our sample includes firm limits on class sizes and only 4 percent of districts in the Albany MSA include firm limits.

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per semester, and 21 percent limit teacher out-of-field assignments.³³ Restrictions on teaching assignments are positively related to the size of the school district. For example, only 44 percent of contracts in the smallest districts impose limits on the number of teaching assignments compared to over 80 percent of contracts for districts with over 6,000 students. The only other teacher assignment provision in a majority of the contracts is the requirement that teachers be notified (typically before the end of the school year) about their assignment for next year.

Professional Development

Professional development is not generally a mandatory subject of negotiation (PERB, 2006) except for the crediting of in-service days as education credits on the salary schedule. Johnson and Donaldson (2006) argue that collective bargaining agreements traditionally have not specified “the content of professional development, but they often restrict the amount of time schools and districts may require teachers to attend.” (p. 134). However, collective bargaining has evolved from a traditional industrial model to a newer more responsive model where the roles of teachers and administrators are changing (Shedd, 1988).³⁴ Reform initiatives in the AFT and NEA lead some locals to negotiate contracts, which expanded “the scope of negotiations to include issues of education policy.” (Koppich, 2006, p. 203). Among the new areas for negotiation were curriculum, textbooks, professional growth, and education reform programs.

The introduction in New York of formal processes to plan professional development and introduce teacher mentoring programs has reduced the need for school districts to include professional development and mentoring programs as contract provisions.³⁵ Thus, our assessment of professional development provisions in teacher contracts is likely to provide a very incomplete picture of professional development activity in a district.

In one sense, all contracts consider professional development through contract provisions addressing how college courses and in-service classes are translated into additional education credits on the salary schedule. Beyond this, however, less than half of the contracts include provisions setting the number of required in-service courses or staff development days (Table 11).³⁶ The share of contracts discussing

³³ Education Law, Section 3029 limits the “hours of continuous duty for full time teachers to five hours, unless a 30 minute lunch period is provided.”

³⁴ Using a national sample of 80 collective bargaining agreements negotiated in 1981-82, Goldschmidt and Steward (1986) analyze the extent to which educational policy has been negotiated into collective bargaining agreements. They separate “policy provisions” (those that establish programs, deal with student assignment, and discuss personnel selection, assignment, and retention) from “non-policy provisions” (salary, benefits, leaves, and hours). They conclude that of the collective bargaining agreements they examined, 46% govern curriculum decisions.

³⁵ Commissioner Regulations Section 100.2 requires that school districts adopt a professional development plan (PDP), which also includes a mentoring program.

³⁶ SED has provided recommendations for school districts on the number of professional development hours (175 hours every five years) appropriate for teachers with a professional certificate. See <http://www.highered.nysed.gov/tcert/resteachers/175.htm>.

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professional development activity appears to increase with district fiscal health and size. Only 33 percent of high need urban districts (and 33 percent of C4E districts) include contract provisions specifying staff development time compared to 66 percent in low need districts. The most common provisions related to professional development are paid leave days for attendance at conferences (73 percent of contracts) and for visitation of classrooms (55 percent). Both types of provisions are common across different types of districts; classroom visitation provisions are more common in large school districts. Less than a quarter of contracts include provisions for college tuition reimbursement. Over 45 percent of contracts mention teacher mentoring programs, primarily in terms of compensation for teacher mentors. Less than 20 percent of district contracts discuss mentor selection, mentor roles and duties, and time requirements for mentors. Interestingly, very small districts (under 500 students) are more likely to discuss teacher mentorship in their contracts than large districts.³⁷

<Table 11 about here>

VI. Transfer and Leave Policy

Transfers and Excessed Teachers

Teacher transfer provisions, particularly the role of seniority, are the element of teacher contracts currently receiving the most attention. Recent studies by Ballou (1999) and Levin, Mulhern, and Schunck (2005) focus on the implications of contract language for teacher transfers and excessing of teachers in urban school districts. They find the quality of the urban teaching workforce is impacted through the delayed hiring of new teachers (once positions open up to new hires, it is often so late in the process, those candidates have taken jobs elsewhere), limited choices of administrators in staffing their classrooms, and the limited ability of principals in high poverty schools to transfer out poorly performing teachers. In their analysis of collective bargaining agreements in California, Riley et. al. (2002) found that the greatest restrictions on teacher transfers and assignments were seniority restrictions on the applicant pool and not restrictions on the principal's choice among candidates in the pool. Based on a review of transfer provisions in contracts in 14 urban school districts Nelson (2006) draws a different conclusion, "Usually, seniority is not a factor in the transfer decision. Sometimes the most senior applicants for a vacant position are guaranteed an interview. In some cases, when at least two candidates are equally qualified based on several other criteria, seniority becomes the tie-breaker." (p. 35)

Several recent studies have examined the effects of transfer provisions on the distribution of inexperienced teachers, particularly to high poverty schools. Using a random sample of school districts in California, Moe (2006) examined how seniority rules for teacher transfers interact with school characteristics

³⁷ There are large differences across contracts in professional development provisions by SED region and MSA (see Appendix B).

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to affect the distribution of novice teachers. He found that seniority transfer rules in a district increase the probability that schools serving a high share of minority students will be served by novice teachers. By contrast, Koski and Horng (2007) examined the effects of teacher transfer provisions on a large sample of California school districts and found “no persuasive evidence that the seniority preference rules independently affect the distribution of teachers among schools or exacerbate the negative relationship between high minority schools and uncredentialed and low-experience teachers.” (p. 262)

To examine the variation in teacher transfer provisions across New York school districts, we coded contracts for voluntary and involuntary transfers, and provisions related to excessed teachers. The vast majority of contracts (85 percent) require that job vacancies in the district be formally posted in schools with adequate time for internal candidates to apply (Table 12). About a third of the contracts set some time limits on when internal candidates need to apply, although, very few contracts (10 percent) indicate explicitly that internal candidates must be notified prior to external advertising. As might be expected, the formal notification process for vacancies is much more frequent in large districts, where inter-school transfers are more likely (Table 13). Only slightly more than one-third of the districts discuss hiring criteria in the contract or explicitly use seniority as a selection criterion. Seniority is seldom mentioned as the principal selection criteria but it is more often used as a tie-breaker for two equally qualified candidates.³⁸

<Tables 12 and 13 about here>

Smaller shares of contracts discuss the processes for handling involuntary transfers (54 percent) and excessed teachers (27 percent). Only 23 percent of contracts indicate that excessed teachers are given a hiring preference and 18 percent discuss recall rights for excessed teachers. Involuntary transfer and excessed teacher provisions are much more likely in large districts than small districts.³⁹ The lower attention paid to these contract provisions compared to voluntary transfers may be due, in part, to restrictions embedded in state law. Education Law, Section 2510 states that “Whenever ... a board of education ... abolishes a position under this chapter, the services of the teacher having the least seniority in the system within the tenure of the position abolished shall be discontinued.” This section also requires that excessed teachers be placed on a “preferred list” and “shall be reinstated or appointed to such vacancies in such corresponding or similar positions in the order of their length of service in the system at any time within seven years...”

Leave Policy

Leave provisions can represent a significant cost to school districts in terms of both additional salary and teacher quality. For this analysis, we examined both short-term and long-term leaves. The principal

³⁸ The contract had to include a list of hiring criteria to be classified as setting hiring criteria. If the contract mentioned seniority as one of the hiring criteria, even if it was as a tie-breaker, it was classified as providing some preference for internal candidates.

³⁹ There are significant differences across MSAs in the voluntary and involuntary transfer provisions included in the contract (see Appendix B).

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short-term leave provided by school districts is sick leave. While districts are required by state law to provide a minimum of 10 days of sick leave per year (EL 3005-b), the average district provides between 13 and 14 days per year (Table 14). Ninety percent of districts provide between 10 and 18 days of sick leave. Most districts (78 percent) provide additional leave days for personal use with on average 2.5 days provided.⁴⁰ Since sick leave days and personal days may serve as substitutes,⁴¹ we added sick leave and personal days to get a more accurate picture of available short-term leave.⁴² The average district provides 16.1 days of short-term leave and the number of leave days ranges between 13 days and 20 days in ninety percent of school districts. Neither sick leave nor personal leave appears to be strongly related to district fiscal health or enrollment size (Table 15).⁴³

<Tables 14 and 15 about here>

School districts are required by state law (EL 3005-b) to allow teachers to accumulate at least 150 days of sick leave. Over a quarter of districts do not limit the amount of sick leave a teacher can accumulate and there is significant variation in this share across district enrollment classes.⁴⁴ For example 93 percent of very small districts impose limits on sick leave compared to 60 percent of districts with enrollment between 3,000 and 6,000. Of the districts with sick leave restrictions, the average accumulation limit is 211 days and ranges between 180 days and 300 days in 90 percent of districts. Approximately two-thirds of districts allow personal days to accumulate with sick leave. The one exception is for low need districts, where only 34 percent of contracts mention this accumulation.

Collective bargaining agreements often specify long-term leave policy as well. For example, almost all contracts include provisions for family leave. While seldom stated directly, it appears that these provisions are an extension of the 12 weeks of leave guaranteed under the Family and Medical Leave Act (FMLA).⁴⁵ Teachers are typically given access to one year of unpaid family leave, with a one year extension possible. The amount of family leave is positively related to the size of the district. Only half of the contracts we

⁴⁰ A number of contracts mention that a certain number of sick leave days can be used as personal days. We classified these districts as offering no personal days. We also assumed that if a contract did not mention personal days, then none were provided by the district.

⁴¹ The correlation between sick leave days and personal leave days is -0.31.

⁴² A number of districts also offer short-term leave for bereavement and jury duty.

⁴³ However, there were some differences in the number of leave days across SED regions and MSAs. For example, downstate small cities in the sample provided on average 19 days of total leave, which was substantially higher than large city districts, which offered less than 15 days. School districts in the Binghamton-Elmira MSA averaged 14.7 total days compared to 18.4 days in the school districts in the Poughkeepsie-Newburgh MSA (see Appendix B).

⁴⁴ Districts with no limits on sick leave accumulation often limit the days of accumulated sick leave which can be 'cashed out' at retirement.

⁴⁵ FMLA provisions require that employers continue to provide the same health benefits and guarantee that employees can return to the same or similar position.

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examined discuss what position a teacher is guaranteed upon return, which is surprising given the requirement under FMLA for employees to be returned to a similar position.

Another type of long-term leave, which districts may offer is sabbatical leave. Sabbatical leave is typically offered to teachers with at least 7 years of experience in the district and is to be used for professional development activities. Approximately two-thirds of school district contracts include sabbatical leave provisions.⁴⁶ These provisions are much more common in the contracts of high need rural districts (and districts with enrollment below 1,500 students) than low need districts (and C4E districts).⁴⁷ Most districts offering sabbatical leaves provide teachers the equivalent of 50 percent of their salary for a one-year leave and 100 percent of their salary for a one-half year leave. The vast majority of districts offering sabbatical leaves (90 percent) require that a teacher return to teaching in the district for a specified period of time (typically between 1 and 3 years) or the teacher is required to compensate the district.

VII. Evaluations and Personnel Files

Teacher evaluation procedures are another mandatory subject of negotiation in New York (PERB, 2006) and evaluation provisions might vary significantly across contracts. One key part of a standard evaluation system is teacher observations. Contracts may specify the maximum (or minimum) number of observations per year, the content and criteria used in the evaluation, whether teachers need to be notified in advance of an observation, who is to carry out the observation, how teachers are to be informed of the results of the observation, and whether they have a right to formally respond to their evaluation. Contracts might specify other components of the evaluation and what types of resources will be provided to teachers to help them improve. Because it is possible that evaluation procedures could vary between probationary and tenured teachers, we looked at evaluation provisions for probationary and tenured teachers separately. As discussed previously, our ability to assess teacher evaluation procedures through contracts is limited because districts are required (CR 100.2) to put in place an annual professional performance review (APPR) process. While some school districts may discuss components of the APPR in their contracts, a lack of teacher evaluation provisions does not indicate a lack of union involvement in shaping the evaluation process.

Evaluation

The majority of districts discuss to some extent teacher evaluation procedures for probationary teachers (74 percent) and tenured teachers (63 percent) but very few (18 percent) include evaluation forms in

⁴⁶ Some contracts discussed summer sabbatical leave, where teachers are provided compensation and possibly tuition support for educational activities in the summer. We did not classify districts with only summer sabbatical provisions as offering sabbatical leaves.

⁴⁷ There are also large differences in the share of districts providing sabbatical leave across MSAs (see Appendix B). For example, only 36 percent of contracts for districts in the New York City suburbs and Poughkeepsie-Newburgh MSA provide sabbatical leave compared to over 80 percent of contracts for districts in the Albany, Binghamton-Elmira, and Syracuse-Utica MSAs.

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the contract (Table 16). Among contract evaluation provisions, the level of detail varied widely across contracts from one paragraph in some contracts to over 10 pages in others. Three-quarters of the contracts with evaluation provisions also provided information on the number of required observations for probationary teachers, which average between 2 and 3 observations per year. For tenured teachers, the norm was one observation per year and only 55 percent of the contracts mentioned observations for tenured teachers. While there is variation in the number of observations across types of districts, there does not appear to be a consistent relationship between the number of observations and district size or fiscal health (Table 17). Consistent with the findings of Ballou (2000) in Massachusetts only a small share of contracts require that probationary teachers (16 percent) or tenured teachers (13 percent) be provided advanced notice for any of the visits. Average need districts and those with 6,000 to 10,000 students are more likely to require notification; however, these differences are not statistically significant.

<Tables 16 and 17 about here>

About a quarter of districts provide some type of pre-observation conference for teachers, where evaluation criteria, procedures, and the purposes of the evaluation would normally be discussed. Use of pre-observation conferences appears to be higher in districts with 3,000 students or more. The vast majority of districts, which discuss observations in their contract, mention a post-observation conference where the teacher is provided a written evaluation. Contracts typically require that the conference be held within 5 to 10 days after the observations, and most contracts (approximately 70 percent) explicitly state that teachers can respond in writing to this evaluation. A much smaller share of contracts (approximately 40 percent) discuss the process the district will use to assist teachers needing improvement. Again, it is important to point out that our findings on teacher evaluation provisions in the contract may not reflect the actual contents of the APPR for the district.⁴⁸

Personnel Files

Potential restrictions on the evaluation process can include limitations on what types of information can be collected, where it can be recorded, and how it can be used in evaluations and disciplinary procedures. Districts attempt to strike a balance between protecting the teacher from inaccurate information and innuendo and collecting adequate information for summative evaluation purposes. Contract provisions regarding personnel files can reflect the nature of the balance struck in a particular district. For example, contracts that require only one personnel file, where anonymous information is not allowed, and where the teacher is allowed to confront the person making the complaint would protect the teachers but would restrict the type of information that districts may use in evaluations. On the other hand, contracts where districts are allowed to keep multiple files, which can include anonymous information, and where teachers are not permitted to

⁴⁸ The APPR is supposed to cover the teacher observation process, the content of evaluations, assessment approaches, and teacher improvement programs.

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review and respond to negative information would provide more flexibility to the district but would provide little protection to the teacher.

Our findings from the review of contracts suggest that most districts attempt to find the middle ground between these two extremes (Table 18). Only 31 percent of contracts limit districts to only one personnel file but the vast majority require that teachers be notified when negative information is placed in the file and be given the chance to respond in writing. A much smaller share of contracts explicitly restrict the inclusion of anonymous information in the file (13 percent) or give the teacher the right to confront the person making the complaint (5 percent). Very few contracts explicitly state that only information in the personnel file can be used in disciplinary action (7 percent). While there is significant variation across districts, there does not appear to be any consistent patterns by district size or fiscal condition.

<Table 18 about here>

VIII. Conclusions

Teacher collective bargaining agreements remain one of the most important contracts that school districts negotiate, with potentially significant impacts for district budgets and operations. Despite their importance, teacher contracts have received relatively little attention in the school finance literature. Given the lack of comparisons across districts of detailed provisions of teacher collective bargaining agreements readily available to the public, the major objective of this study is to document the contents of teacher contracts for a significant sample of New York school districts. The teacher contract database allows us to document the similarities and differences in the content of teacher contracts across school districts and to examine which factors seem to be related to variation in contract content.

We find for many provisions significant differences across school districts in New York unless the provision was restricted by state law (e.g., length of school year). However, this variation was not systematically related to district enrollment size or fiscal condition. We did find more systematic variation across metropolitan areas (MSAs) in New York, which suggests that there may be some regional patterns in contract provisions (see Appendix B). As might be expected in a descriptive study, we raise more questions than we answer. In the conclusions we will discuss some of these questions and make suggestions for directions for future research.

Even though all districts use single salary schedules, the salary increments in these schedules for experience and education vary significantly across districts. For example, the percent increases in salary associated with educational attainment varied widely across contracts. Some districts reward a teacher more for going from a BA to a MA than from a MA to a PhD, while for others the opposite is the case. Even within the same contract there can be significant differences in salary increases associated with education for different experience classes. Even if there are relatively few teachers in some education and experience

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classes on the salary schedule (e.g., teachers with 25 years of experience and only a BA), it is still a puzzle as to why there is so much variation. Does it reflect legitimate differences in the teacher productivity or local labor market conditions or is it primarily a historical artifact from past contracts? Salary increments associated with experience also vary significantly. On average, districts provide the same percent salary increase for a year of experience for veteran teachers as for novice teachers. While this may reflect actual productive increases, it does not match patterns of teacher attrition, which are the highest in the first five years of experience. It would be valuable in future research to understand better how salary schedules evolve over time.

Regarding other compensation provisions, it appears that a fair number of districts (16 percent) have decided to provide salary increases to teachers getting National Board Certification; however, these bonuses appear to be fairly small. An important question for future research is what types of incentive these salary increases are creating for teachers to get and maintain this certification. By contrast, we found that almost half of districts provide early retirement incentives, which in some cases can be quite sizeable. Given the projected retirement of a large number of teachers in the next decade, it is not clear why districts are trying to increase turnover of veteran teachers now. Are these incentives being used to reduce payroll, change the instructional environment of schools, or beat the market by replacing most of their ‘baby boom’ teachers with younger teachers?

A major compensation issue that already is the fastest growing area of compensation is health care benefits. It is not possible using the contract to assess the cost of different district health care plans but we did find that there were significant differences in the contracts in the level of health care provided retirees. Given the potentially large future liabilities that districts may be committing to through their teacher contracts, research on retiree health care costs is an important future area of research. For example, it would be interesting to compare health care benefits in the contract with the actuarial estimates of post-employment benefits in the comprehensive annual financial reports.

With the exception of lengths of school day and year, we found significant differences across contracts in what working conditions and teacher assignment provisions are discussed in the contract. Relatively few districts impose firm class size limits or limits on students per teacher but a number of contracts provide guidelines. A question for future research is whether most districts have significant discretion in setting class sizes and students per teacher or do these guidelines in fact act like firm limits.

Contracts are generally fairly explicit about teacher leave provisions. Most districts offer sick leave and personal days but the total short-term leave days can vary significantly across districts. Districts also appear to take different approaches to managing accumulated sick leave, with close to 30 percent of districts setting no limit, while other districts set limits below 200 days. Given the potentially large future liability

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associated with accumulated sick leave, it will be important in future research to examine in more detail how districts manage accumulated sick leave and what are the potential costs and benefits of their decisions.

For contract provisions for professional development, teacher transfer provisions, and teacher evaluation, we also find significant variation across contracts. However, all three areas are constrained by existing state law and Commissioner Regulations. In depth evaluation of contract provisions for these areas will require examining other important documents, such as the Professional Development Plan (PDP) and the Annual Professional Performance Plan (APPR).

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Variation in Teacher Contract Provisions

Table 1. Evaluation of Whether Sample of Districts with Contracts Reviewed for Study Is Representative of All Districts In New York¹

	All Districts	Districts with Contracts in Sample	Districts without Contracts in Sample
Enrollment Variables:			
Enrollment (dcaadm)	2,672	2,761	2,615
Pupil density (pupils per square mile)	1,348	1,310	1,372
Percent nonwhite enrollment	13.3	13.7	13.0
Percent Hispanic enrollment	5.0	5.2	4.9
Percent LEP students	1.6	1.7	1.5
Percent of free lunch students	30.9	32.5	29.8
Child poverty rate (2000)	11.7	12.1	11.5
Financial Variables:			
Per pupil total spending	\$17,652	\$17,816	\$17,546
Per pupil operating spending	\$16,463	\$16,572	\$16,392
Per pupil spending on teaching	\$9,708	\$9,761	\$9,675
Per pupil state aid	\$5,997	\$6,246	\$5,836
Per pupil local taxes	\$9,313	\$9,163	\$9,410
Local property tax rate (per \$1000 of MV)	1.8	1.8	1.8
Combined wealth ratio (CWR)	1.16	1.04	1.23
Per pupil income (AGI)	<i>\$148,338</i>	<i>\$134,710</i>	<i>\$157,067</i>
Per pupil market property values	\$823,596	\$722,936	\$888,324
Teacher Variables (all teachers):			
Salary	\$75,256	\$74,384	\$75,846
SED regional cost index	1.27	1.26	1.28
Total experience	32.4	32.4	32.5
District experience	25.4	25.7	25.2
Percent with graduate degree	0.8	0.8	0.8
Percent female	0.7	0.7	0.7
District Classifications (percent of all districts):			
Contract for Excellence Districts	6.5	8.0	5.6
<i>SED regions</i>			
Large and small city districts	8.9	11.0	7.6
Upstate and downstate suburban districts	<i>60.6</i>	<i>56.3</i>	<i>63.3</i>
Upstate rural districts	30.5	32.7	29.1
Downstate districts	25.7	23.2	27.4
<i>Need/resource capacity categories</i>			
High need urban districts ²	6.1	7.2	5.4
High need rural districts	23.7	23.6	23.7
Average need districts	50.4	52.5	49.1
Low need districts	19.8	16.7	21.8

Data Sources: New York State Education Department, New York State Office of State Comptroller, U.S. Bureau of the Census, 2000 *Census of Population*. The comparison in the table is based on approximately 672 total districts, of which 263 districts are in our sample, and 409 districts are not in the sample.

¹Bold and italics indicates a statistically significant difference between districts completing the survey and those not completing survey (at 5% level).

²Includes the categories for large cities and other high need urban districts.

Variation in Teacher Contract Provisions

Table 2. Impact of Increased Experience on Teacher Salary Based on Contract Salary Schedule by District Type and Enrollment Size (Percent Change Per Year of Experience)¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			
				High Need Urban	Rural	Average Need	Low Need
Average (with BA):							
1 to 5	3.0%	1.6%	3.0%	3.1%	2.5%	2.7%	4.7%
5 to 15	2.9%	1.3%	2.8%	2.9%	2.6%	2.9%	3.3%
15 to 25	1.7%	1.5%	1.9%	1.7%	2.0%	1.8%	0.6%
5 to 25	2.5%	1.5%	2.7%	2.5%	2.6%	2.7%	2.0%
1 to 25	2.9%	1.2%	3.0%	2.9%	2.8%	2.9%	2.8%
Average (with MA):							
1 to 5	2.9%	1.6%	3.1%	3.2%	2.3%	2.6%	4.7%
5 to 15	3.1%	1.2%	3.0%	3.4%	2.6%	3.0%	4.0%
15 to 25	1.7%	1.3%	2.0%	1.9%	2.0%	1.8%	0.8%
5 to 25	2.6%	1.3%	2.8%	2.9%	2.6%	2.7%	2.5%
1 to 25	3.0%	1.1%	3.1%	3.2%	2.7%	3.0%	3.3%
District Enrollment Size							
	Under 500	500 to 1000	1,000 to 1500	1500 to 3000	3,000 to 6000	6000 to 10000	Over 10000
Average (with BA):							
1 to 5	2.5%	2.6%	2.4%	3.3%	3.4%	3.3%	3.6%
5 to 15	2.6%	2.8%	2.7%	3.0%	3.0%	3.5%	3.4%
15 to 25	1.6%	2.0%	1.9%	1.5%	1.5%	1.7%	1.1%
5 to 25	2.3%	2.7%	2.5%	2.5%	2.5%	2.9%	2.4%
1 to 25	2.5%	3.0%	2.8%	2.9%	2.9%	3.3%	2.9%
Average (with MA):							
1 to 5	2.4%	2.5%	2.3%	3.2%	3.5%	3.4%	3.7%
5 to 15	2.6%	3.0%	2.6%	3.2%	3.3%	3.6%	4.0%
15 to 25	1.6%	2.1%	1.9%	1.6%	1.5%	1.7%	1.1%
5 to 25	2.3%	2.9%	2.5%	2.6%	2.7%	3.0%	2.8%
1 to 25	2.5%	3.1%	2.7%	3.1%	3.2%	3.4%	3.1%

¹Assumes no additional credits (for salary purposes) above the college degree. Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories (based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables).

Variation in Teacher Contract Provisions

Table 3. Impact of Increased Experience on Teacher Salary Based on PMF Data by District Type and Enrollment Size (Percent Increase Per Year of Experience)¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			
				Urban	Rural	Average Need	Low Need
Average (with MA):							
1 to 5	2.9%	2.6%	2.3%	2.2%	2.7%	2.5%	4.5%
5 to 15	2.5%	1.2%	2.6%	2.6%	2.1%	2.4%	2.9%
15 to 25	2.4%	1.5%	2.3%	2.6%	2.2%	2.6%	1.9% ²
5 to 25	2.7%	1.0%	2.8%	3.1%	2.4%	2.7%	2.7% ²
1 to 25	2.9%	1.0%	2.8%	3.0%	2.5%	2.9%	3.3% ²
District Enrollment Size							
	Under 500	500 to 1000	1,000 to 1500	1500 to 3000	3,000 to 6000	6000 to 10000	Over 10000
Average (with MA):							
1 to 5	1.7% ²	3.5% ²	2.3%	3.0%	3.2%	2.8%	2.6%
5 to 15	3.3% ²	2.3%	2.0%	2.6%	2.6%	2.9%	2.3%
15 to 25	2.8% ²	2.3% ²	2.4%	2.4%	2.6%	2.4%	2.3% ²
5 to 25	2.3% ²	2.5%	2.4%	2.7%	2.9%	2.9%	2.6% ²
1 to 25	2.5% ²	2.7% ²	2.5% ²	3.0%	3.1%	3.1%	2.7%

¹Assumes no additional credits (for salary purposes) above the college degree. Based on average of salaries of teachers with the specified education level and total experience level. Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories (based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables).

²Data is available for less than 50 percent of districts in this category.

Variation in Teacher Contract Provisions

Table 4. Impact of Increased Education on Teacher Salary Based on Contract Salary Schedule by District Type and Enrollment Size (Percent Change)¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity						
				High Need Urban	Rural	Average Need	Low Need			
Average (5 years of experience):										
BA to BA + 30	5.5%	2.8%	4.6%	<i>5.7%</i>	<i>4.5%</i>	<i>5.2%</i>	<i>8.0%</i>			
BA to MA	9.4%	5.0%	8.9%	10.9%	<i>7.1%</i>	<i>8.7%</i>	14.4%			
MA to MA + 30	5.1%	2.5%	4.2%	<i>5.1%</i>	4.6%	<i>5.0%</i>	6.2%			
MA to PhD	15.0%	6.7%	11.7%	10.5%	11.6%	15.1%	17.1%			
Average (15 years of experience):										
BA to BA + 30	7.0%	8.6%	6.2%	<i>7.9%</i>	4.8%	<i>5.8%</i>	15.1%			
BA to MA	11.1%	11.0%	11.6%	15.0%	<i>7.0%</i>	9.6%	20.8%			
MA to MA + 30	4.1%	2.1%	3.6%	4.8%	3.8%	<i>3.9%</i>	<i>5.1%</i>			
MA to PhD	12.0%	5.6%	10.0%	8.8%	9.7%	12.3%	13.1%			
Average (25 years of experience):										
BA to BA + 30	8.0%	12.7%	6.1%	9.2%	<i>5.4%</i>	<i>6.5%</i>	18.2%			
BA to MA	12.1%	14.6%	11.7%	18.1%	<i>7.3%</i>	9.8%	23.8%			
MA to MA + 30	3.8%	2.3%	3.2%	4.8%	3.3%	<i>3.5%</i>	<i>5.2%</i>			
MA to PhD	11.7%	6.0%	9.3%	7.8%	9.5%	11.7%	13.3%			
				District Enrollment Size						
				Under 500	500 to 1000	1,000 to 1500	1500 to 3000	3,000 to 6000	6000 to 10000	Over 10000
Average (5 years of experience):										
BA to BA + 30	5.3%	4.6%	5.0%	5.7%	6.1%	6.2%	5.9%			
BA to MA	7.4%	7.6%	8.1%	10.8%	10.7%	12.1%	8.8%			
MA to MA + 30	5.4%	4.1%	4.9%	5.6%	5.2%	5.3%	5.2%			
MA to PhD	23.7%	12.6%	14.8%	15.4%	14.6%	15.1%	14.8%			
Average (15 years of experience):										
BA to BA + 30	5.7%	6.5%	4.4%	8.4%	9.2%	7.0%	6.7%			
BA to MA	8.0%	8.9%	7.4%	14.3%	13.3%	14.2%	12.5%			
MA to MA + 30	4.5%	3.5%	4.1%	4.2%	4.2%	4.1%	4.7%			
MA to PhD	20.7%	10.0%	12.1%	12.1%	11.7%	11.8%	13.0%			
Average (25 years of experience):										
BA to BA + 30	6.5%	8.2%	4.9%	10.0%	10.3%	6.5%	6.5%			
BA to MA	8.8%	10.4%	7.9%	15.3%	13.9%	14.4%	16.7%			
MA to MA + 30	3.9%	3.1%	3.8%	4.0%	4.1%	3.9%	4.5%			
MA to PhD	20.2%	9.5%	11.0%	11.5%	11.8%	12.0%	11.9%			

¹Logevity bonuses have not been added to the base salary unless the contract indicates that they are permanent increases. Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 5. Percent of Total Districts by Type with Available Information in the Personnel Master File¹

Components	Mean	Need/Resource Capacity				
		C4E Districts	High Need Urban	Rural	Average Need	Low Need
Average (5 years of experience):						
BA to MA	50.0%	78.3%	60.9%	30.6%	53.7%	62.2%
MA to PhD	3.3%	8.7%	8.7%	0.0%	1.9%	11.1%
Average (15 years of experience):						
BA to MA	2.6%	4.3%	8.7%	0.0%	3.1%	2.2%
MA to PhD	1.3%	4.3%	8.7%	0.0%	0.6%	2.2%
Average (25 years of experience):						
BA to MA	1.0%	4.3%	8.7%	0.0%	0.6%	0.0%
MA to PhD	1.0%	0.0%	0.0%	0.0%	1.2%	2.2%

	District Enrollment Size						
	Under 500	500 to 1000	1,000 to 1500	1500 to 3000	3,000 to 6000	6000 to 10000	Over 10000
Average (5 years of experience):							
BA to MA	8.8%	30.6%	44.1%	49.3%	85.7%	89.5%	50.0%
MA to PhD	0.0%	0.0%	0.0%	4.0%	7.1%	10.5%	10.0%
Average (15 years of experience):							
BA to MA	0.0%	2.0%	0.0%	0.0%	5.4%	10.5%	20.0%
MA to PhD	0.0%	0.0%	0.0%	0.0%	3.6%	0.0%	20.0%
Average (25 years of experience):							
BA to MA	0.0%	0.0%	0.0%	1.3%	0.0%	0.0%	20.0%
MA to PhD	0.0%	0.0%	0.0%	1.3%	0.0%	5.3%	10.0%

¹District is classified as having missing data when it does not have teachers with both levels of education at a given level of total experience in the PMF. For example, no districts with 500 students or less have at least one teacher with a MA with five years of experience and a teacher with a PhD with five years of experience in the PMF.

Variation in Teacher Contract Provisions

Table 6. Share of Districts with Various Compensation Provisions in Their Contract by District Type and Enrollment Size¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			
				High Need Urban	Rural	Average Need	Low Need
National Board Certification:							
Multi-year salary increase	16.1%	36.8%	14.3%	8.7%	8.1%	18.1%	25.0%
Temporary bonus	5.6%	23.1%	4.8%	9.5%	1.6%	7.9%	2.3%
Does contract discuss crediting of previous experience?	52.4%	50.0%	47.6%	65.2%	38.7%	53.6%	61.4%
Does the contract set limits on the number of years that can be credited?	31.5%	46.5%	33.3%	39.1%	14.5%	35.5%	38.6%
Retirement incentives:							
Early retirement	47.6%	50.0%	28.6%	34.8%	53.2%	50.0%	38.6%
Early notification of retirement	50.9%	50.1%	23.8%	26.1%	59.7%	52.2%	47.7%
District Enrollment Size							
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
National Board Certification:							
Multi-year salary increase	14.8%	6.7%	12.7%	19.0%	27.7%	15.0%	10.0%
Temporary bonus	3.6%	0.0%	5.6%	6.3%	4.2%	21.1%	11.1%
Does contract discuss crediting of previous experience?	40.7%	44.4%	49.1%	57.1%	55.3%	75.0%	50.0%
Does the contract set limits on the number of years that can be credited?	29.6%	20.0%	23.6%	36.5%	38.3%	55.0%	20.0%
Retirement incentives:							
Early retirement	51.9%	42.2%	50.9%	44.4%	59.6%	30.0%	40.0%
Early notification of retirement	59.3%	46.7%	49.1%	54.0%	61.7%	30.0%	30.0%

¹Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 7. Share of Districts with Various Health Insurance Provisions in Their Contract by District Type and Enrollment Size¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity						
				High Need Urban	Rural	Average Need	Low Need			
Does contract provide choice of providers?	33.3%	47.2%	38.1%	34.8%	33.9%	34.8%	27.3%			
District premium percent for regular employees:										
Individual	89.6	11.6	82.1	91.7	90.2	89.0	89.5			
Family	86.1	13.2	81.1	90.1	86.1	85.5	86.3			
Districts with retirement benefits for retired employees ²	56.2%	49.7%	57.1%	57.1%	57.1%	54.7%	59.1%			
District premium percent for retired employees:										
Individual	82.6	20.7	68.7	88.6	81.4	79.5	90.2			
Family	72.1	25.0	65.6	80.0	72.5	67.7	81.2			
Does contract include other health benefits:										
Dental	72.3%	44.8%	71.4%	82.6%	69.4%	76.1%	59.1%			
Vision	20.2%	40.2%	28.6%	21.7%	25.8%	20.3%	11.4%			
Flexible spending plan	70.8%	45.6%	66.7%	69.6%	74.2%	73.2%	59.1%			
Other	61.8%	48.7%	61.9%	60.9%	56.5%	61.6%	70.5%			
				District Enrollment Size						
				Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Does contract provide choice of providers?	<i>11.1%</i>	<i>31.1%</i>	<i>43.6%</i>	<i>34.9%</i>	<i>44.7%</i>	<i>20.0%</i>	<i>10.0%</i>			
District premium percent for regular employees:										
Individual	92.2	92.1	88.9	89.0	86.2	91.7	91.8			
Family	86.2	86.0	86.5	87.3	83.7	84.3	91.8			
Districts with retirement benefits for retired employees ²	64.3%	51.1%	55.6%	53.1%	64.6%	47.4%	55.6%			
District premium percent for retired employees:										
Individual	85.6	83.1	81.7	84.9	76.6	85.1	93.0			
Family	74.1	74.4	68.7	74.6	69.6	72.0	75.0			
Does contract include other health benefits:										
Dental	59.3%	66.7%	72.7%	71.4%	85.1%	80.0%	60.0%			
Vision	25.9%	17.8%	21.8%	22.2%	10.6%	30.0%	20.0%			
Flexible spending plan	74.1%	71.1%	76.4%	73.0%	61.7%	70.0%	60.0%			
Other	59.3%	53.3%	54.5%	68.3%	70.2%	70.0%	50.0%			

¹ Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

² Includes only school districts where premium percent is specified for retirees and the retiree doesn't have to pay the premium with accumulated sick leave.

Variation in Teacher Contract Provisions

Table 8. Teaching Schedule Provisions in Contracts by District Type and Enrollment Size¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			Low Need
				High Need Urban	Rural	Average Need	
Length of school year	184.9	2.9	185.2	185.3	184.6	185.2	184.3
Length of school day (hours):							
Elementary	<i>7.1</i>	<i>0.3</i>	<i>6.9</i>	<i>6.9</i>	<i>7.2</i>	<i>7.2</i>	<i>7.0</i>
Secondary	<i>7.2</i>	<i>0.3</i>	<i>7.0</i>	<i>7.0</i>	<i>7.3</i>	<i>7.2</i>	<i>7.0</i>
Planning time in elementary school (minutes)	41.4	12.4	39.6	40.8	43.8	40.6	40.7
Does the contract provide common planning time for teachers?	17.2%	37.8%	14.3%	4.3%	11.3%	21.0%	20.5%
Faculty meetings teachers required to attend	56.6%	49.7%	38.1%	47.8%	53.2%	58.0%	61.4%
If yes, what is the number of faculty meetings per year	20.9	13.7	17.7	12.9	18.4	21.8	24.0
Does contract discuss other after school responsibilities (e.g., parent-teacher conferences)	59.9%	49.1%	81.0%	56.5%	59.7%	56.5%	72.7%
	District Enrollment Size						
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Length of school year	184.5	184.3	185.5	184.7	185.5	184.8	184.7
Length of school day (hours):							
Elementary	<i>7.1</i>	<i>7.2</i>	<i>7.3</i>	<i>7.0</i>	<i>7.0</i>	<i>6.9</i>	<i>7.0</i>
Secondary	<i>7.1</i>	<i>7.2</i>	<i>7.3</i>	<i>7.2</i>	<i>7.2</i>	<i>7.0</i>	<i>7.1</i>
Planning time in elementary school (minutes)	46.4	44.9	39.9	39.9	41.3	37.3	42.0
Does the contract provide common planning time for teachers?	<i>3.7%</i>	<i>13.3%</i>	<i>12.7%</i>	<i>14.3%</i>	<i>42.6%</i>	<i>15.0%</i>	<i>0.0%</i>
Faculty meetings teachers required to attend	40.7%	48.9%	61.8%	60.3%	59.6%	65.0%	50.0%
If yes, what are the number of faculty meetings per year?	<i>18.5</i>	<i>15.6</i>	<i>17.9</i>	<i>22.4</i>	<i>28.4</i>	<i>20.8</i>	<i>11.3</i>
Does contract discuss other after school responsibilities (e.g., parent-teacher conferences)	<i>44.4%</i>	<i>53.3%</i>	<i>52.7%</i>	<i>66.7%</i>	<i>74.5%</i>	<i>80.0%</i>	<i>20.0%</i>

¹Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 9. Share of Districts with Particular Teaching Assignment and Classroom Environment Provisions in Contract by District Type¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			Low Need
				High Need Urban	Rural	Average Need	
Class size limitations:							
Firm limits	10.5%	30.7%	19.0%	8.7%	9.7%	10.1%	13.6%
Guidelines	37.1%	48.4%	52.4%	39.1%	32.3%	34.8%	50.0%
Number of students per teacher:							
Firm limits	12.7%	33.4%	28.6%	17.4%	11.3%	11.6%	15.9%
Guidelines	7.9%	27.0%	9.5%	4.3%	3.2%	8.7%	13.6%
Other limitations:							
Number of teaching assignments per day	67.0%	47.1%	66.7%	73.9%	61.3%	67.4%	70.5%
Number of new preparations	24.7%	43.2%	28.6%	34.8%	14.5%	23.9%	36.4%
Out-of-field teaching assignments	21.3%	41.1%	23.8%	39.1%	14.5%	22.5%	18.2%
Does contract discuss:							
Notification date for assignments for next year	64.8%	47.9%	71.4%	56.5%	61.3%	67.4%	65.9%
Whether teacher can reject assignment	1.9%	13.6%	9.5%	4.3%	0.0%	2.9%	0.0%
A role for teachers in student assignment	1.9%	13.6%	0.0%	0.0%	0.0%	1.4%	6.8%
Whether teacher can remove a student from class	13.9%	34.6%	33.3%	26.1%	6.5%	15.9%	11.4%
Assignment to instruction-related committees	21.7%	41.3%	33.3%	34.8%	11.3%	23.9%	22.7%

¹Bold and italics indicates a statistically significant difference for this variable across district types. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 10. Share of Districts with Particular Teaching Assignment and Classroom Environment Provisions in Contract by Enrollment Size¹

	District Enrollment Size						
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Class size limitations:							
Firm limits	3.7%	6.7%	5.5%	14.3%	14.9%	25.0%	0.0%
Guidelines	22.2%	35.6%	32.7%	38.1%	46.8%	45.0%	40.0%
Number of students per teacher:							
Firm limits	0.0%	6.7%	16.4%	15.9%	12.8%	15.0%	30.0%
Guidelines	3.7%	6.7%	9.1%	6.3%	8.5%	20.0%	0.0%
Other limitations:							
Number of teaching assignments per day	44.4%	64.4%	61.8%	74.6%	68.1%	80.0%	90.0%
Number of new preparations	7.4%	11.1%	20.0%	28.6%	34.0%	50.0%	40.0%
Out-of-field teaching assignments	7.4%	13.3%	16.4%	22.2%	25.5%	55.0%	30.0%
Does contract discuss:							
Notification date for assignments for next year	40.7%	66.7%	63.6%	68.3%	72.3%	75.0%	50.0%
Whether teacher can reject assignment	0.0%	2.2%	0.0%	0.0%	6.4%	5.0%	0.0%
A role for teachers in student assignment	0.0%	0.0%	1.8%	4.8%	2.1%	0.0%	0.0%
Whether teacher can remove a student from class	3.7%	11.1%	9.1%	15.9%	10.6%	40.0%	30.0%
Assignment to instruction-related committees	3.7%	13.3%	18.2%	25.4%	25.5%	50.0%	30.0%

¹Bold and italics indicates a statistically significant difference for this variable across enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 11. Share of Districts with Various Professional Development Provisions in Their Contract by District Type and Enrollment Level¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			
				High Need Urban	Rural	Average Need	Low Need
Does the contract indicate:							
Number of required in-service course or staff development days	42.7%	49.6%	33.3%	33.3%	22.2%	46.0%	65.9%
Whether there is paid leave to visit classrooms?	54.7%	49.9%	52.4%	60.9%	54.8%	56.5%	45.5%
Whether there is paid leave to attend conferences?	72.7%	44.7%	61.9%	82.6%	72.6%	71.0%	72.7%
If college tuition is reimbursed?	22.1%	41.6%	19.0%	21.7%	16.1%	25.4%	20.5%
Does the contract discuss teacher mentoring programs?							
Compensation for mentors	34.5%	47.6%	23.8%	17.4%	43.5%	33.3%	34.1%
Mentor selection	15.7%	36.5%	23.8%	13.0%	19.4%	15.2%	13.6%
Mentor role or duties	10.9%	31.2%	19.0%	8.7%	8.1%	11.6%	13.6%
Time requirements for mentoring	11.2%	31.6%	14.3%	8.7%	16.1%	8.0%	15.9%
District Enrollment Size							
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Does the contract indicate:							
Number of required in-service course or staff development days	14.3%	31.1%	44.4%	45.3%	60.4%	63.2%	22.2%
Whether there is paid leave to visit classrooms?	48.1%	51.1%	50.9%	55.6%	57.4%	70.0%	60.0%
Whether there is paid leave to attend conferences?	70.4%	68.9%	70.9%	74.6%	72.3%	85.0%	70.0%
If college tuition is reimbursed?	22.2%	24.4%	25.5%	22.2%	19.1%	15.0%	20.0%
Does the contract discuss teacher mentoring programs?							
Compensation for mentors	44.4%	35.6%	36.4%	39.7%	27.7%	20.0%	20.0%
Mentor selection	33.3%	24.4%	12.7%	12.7%	6.4%	10.0%	20.0%
Mentor role or duties	25.9%	13.3%	10.9%	4.8%	8.5%	10.0%	10.0%
Time requirements for mentoring	29.6%	13.3%	9.1%	9.5%	8.5%	0.0%	10.0%

¹Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 12. Share of Districts with Transfer Provisions in Their Contract by District Type¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			Low Need
				Urban	Rural	Average Need	
Voluntary transfers:							
Does the contract posting of job vacancies for present teachers?	85.4%	35.4%	95.2%	87.0%	85.5%	84.8%	86.4%
Does the contract require present staff be notified of vacancies first?	10.1%	30.2%	0.0%	0.0%	12.9%	9.4%	13.6%
Is there a time limit for present staff to apply?	33.3%	47.2%	23.8%	21.7%	29.0%	37.0%	34.1%
Does the contract set hiring criteria?	36.3%	48.2%	38.1%	34.8%	21.0%	41.3%	43.2%
Do internal candidates get any preference in selection?	37.5%	48.5%	28.6%	30.4%	24.2%	42.8%	43.2%
Involuntary transfers, reductions in force:							
Does the contract specify a process for handling involuntary transfers?	54.3%	49.9%	52.4%	52.2%	48.4%	56.5%	56.8%
Does the contract describe the process for determining excessed teachers?	27.0%	44.5%	19.0%	30.4%	22.6%	28.3%	27.3%
Are excessed teachers are given a hiring preference?	23.2%	42.3%	23.8%	21.7%	21.0%	21.0%	34.1%
Does the contract specify recall rights for excessed teachers?	17.6%	38.2%	9.5%	13.0%	17.7%	13.8%	31.8%

¹Bold and italics indicates a statistically significant difference for this variable across district types. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 13. Share of Districts with Transfer Provisions in Their Contract by Enrollment Size¹

	District Enrollment Size						
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Voluntary transfers:							
Does the contract posting of job vacancies for present teachers?	55.6%	84.4%	83.6%	88.9%	95.7%	95.0%	90.0%
Does the contract require present staff be notified of vacancies first?	11.1%	17.8%	10.9%	9.5%	4.3%	10.0%	0.0%
Is there a time limit for present staff to apply?	18.5%	33.3%	23.6%	38.1%	51.1%	30.0%	20.0%
Does the contract set hiring criteria?	3.7%	28.9%	23.6%	39.7%	66.0%	55.0%	30.0%
Do internal candidates get any preference in selection?	7.4%	35.6%	29.1%	36.5%	61.7%	60.0%	20.0%
Involuntary transfers, reductions in force:							
Does the contract specify a process for handling involuntary transfers?	22.2%	55.6%	34.5%	58.7%	78.7%	80.0%	50.0%
Does the contract describe the process for determining excessed teachers?	18.5%	20.0%	14.5%	28.6%	42.6%	50.0%	20.0%
Are excessed teachers are given a hiring preference?	7.4%	15.6%	14.5%	27.0%	34.0%	45.0%	30.0%
Does the contract specify recall rights for excessed teachers?	3.7%	17.8%	14.5%	23.8%	23.4%	15.0%	10.0%

¹Bold and italics indicates a statistically significant difference for this variable across enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 14. Average Leave Provisions in Contract by District Type¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			Low Need
				High Need Urban	Rural	Average Need	
Shortterm leaves:							
Number of days of leave:							
Sick leave	13.6	2.4	13.1	12.6	13.4	13.8	13.8
Personal leave	2.5	1.6	2.5	2.6	2.5	2.6	2.0
Total sick leave and personal leave	16.1	2.4	15.6	15.3	15.9	16.4	15.9
Is there a limit on accumulation of sick leave?	72.3%	44.8%	71.4%	71.4%	81.0%	70.5%	65.9%
If yes, what is the maximum accumulated sick leave days	217.8	41.9	251.1	229.5	214.4	216.0	222.6
Can personal days be accumulated as sick leave?	65.2%	47.7%	61.9%	78.3%	72.6%	69.6%	34.1%
Longterm leaves:							
Does the district provide unpaid family leave?	94.4%	23.1%	90.5%	91.3%	95.2%	94.2%	95.5%
If so, what is maximum time allowed (years)?	1.8	0.5	2.0	2.0	1.7	1.8	1.9
Does the contract discuss sabbatical leave?	67.8%	46.8%	47.6%	69.6%	82.3%	68.8%	43.2%
What is the salary equivalent? (percent of full time salary)	54.4%	11.5%	52.8%	52.3%	52.6%	53.9%	65.7%
How many years does teacher have to return to district?	1.8	0.6	1.8	1.8	1.9	1.8	1.8
Does contract discuss what position a teacher is guaranteed upon return?	56.2%	49.7%	47.6%	56.5%	67.7%	60.9%	25.0%

¹Bold and italics indicates a statistically significant difference for this variable across district types. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 15. Average Leave Provisions in Contract by Enrollment Size¹

	District Enrollment Size						
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Shortterm leaves:							
Number of days of leave:							
Sick leave	14.3	13.3	13.3	13.8	13.6	14.0	13.1
Personal leave	3.0	2.4	2.5	2.3	2.3	2.5	2.4
Total sick leave and personal leave	17.4	15.8	15.8	16.2	15.9	16.5	15.8
Is there a limit on accumulation of sick leave?	92.9%	86.7%	64.8%	67.2%	60.4%	73.7%	77.8%
If yes, what is the maximum accumulated sick leave days	211.2	212.0	213.5	229.1	226.3	207.6	214.4
Can personal days be accumulated as sick leave?	63.0%	68.9%	74.5%	60.3%	61.7%	55.0%	70.0%
Longterm leaves:							
Does the district provide unpaid family leave?	96.3%	95.6%	92.7%	0.968254	0.93617	0.9	0.9
If so, what is maximum time allowed (in years)?	1.6	1.8	1.8	1.8	1.8	2.0	2.3
Does the contract discuss sabbatical leave?	74.1%	75.6%	83.6%	61.9%	55.3%	55.0%	50.0%
What is the salary equivalent? (percent of full time salary)	51.9%	50.0%	52.7%	60.0%	56.8%	57.3%	52.5%
How many years does teacher have to return to district?	1.9	1.9	1.9	1.9	1.5	1.7	2.0
Does contract discuss what position a teacher is guaranteed upon return?	70.4%	57.8%	49.1%	58.7%	55.3%	45.0%	60.0%

¹Bold and italics indicates a statistically significant difference for this variable across enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 16. Share of Districts with Particular Teacher Evaluation Provisions in Contract by District Type¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity			Low Need
				High Need Urban	Rural	Average Need	
Is the evaluation form attached to contract?	17.6%	38.2%	9.5%	21.7%	19.4%	18.8%	9.1%
Observations of probationary teachers:							
Does the contract discuss the annual performance review process? (1=yes)	73.8%	44.1%	71.4%	60.9%	74.2%	75.4%	75.0%
Number of observations per year	2.6	0.9	2.6	2.7	2.7	2.5	2.8
Does teacher need to be provided advanced notice? (1=yes)	16.1%	36.8%	4.8%	8.7%	14.5%	20.3%	9.1%
Is there a pre-conference?	25.8%	43.9%	23.8%	21.7%	27.4%	26.1%	25.0%
Is there a post-conference?	73.4%	44.3%	71.4%	87.0%	79.0%	70.3%	68.2%
How many days?	6.9	3.9	5.9	5.7	7.5	6.8	7.4
Can teacher respond in writing to the observation summary?	71.2%	45.4%	71.4%	73.9%	72.6%	73.2%	61.4%
Does the contract discuss process to assist teacher improvement?	40.4%	49.2%	47.6%	56.5%	37.1%	40.6%	36.4%
Observations of tenured teachers:							
Does the contract discuss the annual performance review process?	63.3%	48.3%	61.9%	47.8%	64.5%	65.2%	63.6%
Number of observations per year	1.1	0.5	1.2	1.1	1.1	1.0	1.2
Does teacher need to be provided advanced notice? (1=yes)	13.1%	33.8%	0.0%	8.7%	11.3%	15.9%	9.1%
Is there a pre-conference?	21.3%	41.1%	23.8%	21.7%	21.0%	20.3%	25.0%
Is there a post-conference?	68.9%	46.4%	71.4%	73.9%	74.2%	66.7%	65.9%
How many days?	7.1	4.1	6.0	5.8	7.6	6.9	7.3
Can teacher respond in writing to the observation summary?	68.5%	46.5%	71.4%	69.6%	71.0%	69.6%	61.4%
Does the contract discuss process to assist teacher improvement?	37.8%	48.6%	38.1%	52.2%	33.9%	36.2%	40.9%

¹Bold and italics indicates a statistically significant difference for this variable across district types. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 17. Share of Districts with Particular Teacher Evaluation Provisions in Contract by Enrollment Size¹

	District Enrollment Size						
	Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Is the evaluation form attached to contract?	11.1%	20.0%	20.0%	7.9%	25.5%	20.0%	30.0%
Observations of probationary teachers:							
Does the contract discuss the annual performance review process? (1=yes)	59.3%	66.7%	74.5%	77.8%	78.7%	80.0%	80.0%
Number of observations per year	2.7	2.5	2.4	2.4	3.1	2.5	3.0
Does teacher need to be provided advanced notice? (1=yes)	7.4%	15.6%	16.4%	17.5%	14.9%	25.0%	20.0%
Is there a pre-conference?	25.9%	22.2%	27.3%	17.5%	31.9%	35.0%	40.0%
Is there a post-conference?	66.7%	80.0%	70.9%	66.7%	76.6%	80.0%	90.0%
How many days?	5.3	7.5	7.0	7.6	6.7	6.1	6.6
Can teacher respond in writing to the observation summary?	63.0%	73.3%	72.7%	69.8%	68.1%	80.0%	80.0%
Does the contract discuss process to assist teacher improvement?	33.3%	37.8%	43.6%	33.3%	34.0%	75.0%	60.0%
Observations of tenured teachers:							
Does the contract discuss the annual performance review process?	48.1%	60.0%	61.8%	63.5%	68.1%	80.0%	70.0%
Number of observations per year	1.1	1.1	1.1	1.0	1.2	1.2	1.0
Does teacher need to be provided advanced notice? (1=yes)	7.4%	13.3%	14.5%	11.1%	10.6%	25.0%	20.0%
Is there a pre-conference?	18.5%	17.8%	18.2%	15.9%	29.8%	35.0%	30.0%
Is there a post-conference?	59.3%	75.6%	67.3%	60.3%	74.5%	80.0%	80.0%
How many days?	5.4	7.6	7.4	7.7	6.6	6.2	6.6
Can teacher respond in writing to the observation summary?	63.0%	68.9%	70.9%	63.5%	68.1%	80.0%	80.0%
Does the contract discuss process to assist teacher improvement?	33.3%	35.6%	41.8%	28.6%	34.0%	60.0%	70.0%

¹Bold and italics indicates a statistically significant difference for this variable across enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.

Variation in Teacher Contract Provisions

Table 18. Share of Districts with Provisions Related to Personnel Files in Contract by District Type and Enrollment Size¹

Components	Mean	Standard Deviation	C4E Districts	Need/Resource Capacity						
				High Need Urban	Rural	Average Need	Low Need			
Is there only one personnel file?	30.7%	46.2%	33.3%	21.7%	38.7%	33.3%	15.9%			
Does teacher needs to be notified every time adverse information is put in the file?	82.0%	38.5%	71.4%	78.3%	85.5%	83.3%	75.0%			
Can teacher can prepare a written response?	83.9%	36.8%	76.2%	78.3%	87.1%	85.5%	77.3%			
Does the identify of persons making critical statements have to be revealed?	12.7%	33.4%	9.5%	26.1%	14.5%	10.9%	9.1%			
Can only information in the personnel file be used in disciplinary action?	6.7%	25.1%	4.8%	4.3%	16.1%	4.3%	2.3%			
Is the teacher given a right to confront a person making a complaint?	5.2%	22.3%	4.8%	8.7%	6.5%	5.8%	0.0%			
				District Enrollment Size						
				Under 500	500 to 1,000	1,000 to 1,500	1500 to 3,000	3,000 to 6,000	6000 to 10,000	Over 10,000
Is there only one personnel file?	44.4%	31.1%	36.4%	30.2%	19.1%	35.0%	10.0%			
Does teacher needs to be notified every time adverse information is put in the file?	74.1%	88.9%	83.6%	84.1%	80.9%	75.0%	70.0%			
Can teacher can prepare a written response?	74.1%	86.7%	90.9%	88.9%	76.6%	80.0%	70.0%			
Does the identify of persons making critical statements have to be revealed?	14.8%	22.2%	12.7%	6.3%	8.5%	20.0%	10.0%			
Can only information in the personnel file be used in disciplinary action?	18.5%	6.7%	1.8%	7.9%	4.3%	5.0%	10.0%			
Is the teacher given a right to confront a person making a complaint?	7.4%	6.7%	9.1%	0.0%	4.3%	10.0%	0.0%			

¹Bold and italics indicates a statistically significant difference for this variable across district types or enrollment size categories. Based on chi-square test for statistical independence for categorical variables or one-way ANOVA for continuous variables.