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What is This?

Policy Poison or Promise: Exploring the Dual Nature of California School District Collective Bargaining Agreements

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Abstract

Purpose: This study examines policies set in the collective bargaining agreements (CBAs) negotiated between teachers' unions and school boards and explores what kinds of districts have contract provisions that restrict district administrators, enhance administrative flexibility, and/or improve teachers' professional work lives and that have contracts that are more restrictive overall. **Method:** The author analyzes a sample of 465 California CBAs and uses linear probability models to highlight the relationships between a set of 95 representative provisions and characteristics of districts that may make them "hard to staff." A measure of overall contract restrictiveness is generated and used to assess the relationships between these district characteristics and contract strength. **Findings:** Some CBA provisions restrict district administrators, whereas others may provide administrators with greater flexibilities. In addition, many provisions serve to enhance teachers' working conditions. Many of the most restrictive clauses are more frequently found in the contracts of urban districts and districts with higher proportions of minority and poor students. However, many of these same

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districts have contracts that include important flexibilities and provisions that may enhance teachers' working conditions. Large and urban districts have more restrictive contracts overall, although districts with high proportions of poor and minority students do not. **Implications:** As policymakers consider renegotiating provisions within CBAs and diminishing the strength of CBAs themselves, it will be important to consider the specific regulations within CBAs and whether they truly constrain administrators or serve some other purpose and whether specific high-need districts are more or less harmed by the contents of CBAs.

Keywords

teachers' unions, educational governance, collective bargaining agreements, contracts, education policy, quantitative analysis, empirical paper

Introduction

There is no question that the collective bargaining rights of public school teachers are under attack. This is not a new phenomenon; teachers' unions have been subject to critiques since their early days. Early detractors from teachers' unionism argued that collective bargaining for public school employees was by itself a flawed process due to the disparity in power between the teachers' union and the administrators and boards with whom they negotiated and due to the lack of accountability boards had for districts' bottom lines (Lieberman, 1979). In addition, critics worried that this power disadvantage was furthered by the fact that union members in many ways elect the management with whom they bargain (Lieberman, 1979; Moe, 2005). Most recently, policymakers in states across the country have proposed and are passing legislation to curb teachers' unions' collective bargaining rights and the regulations that can be included in collective bargaining agreements in order to limit the strength and reach of teachers' unions and the collective bargaining agreements (CBAs, or contracts) they negotiate with school boards. For instance, the Indiana state senate recently passed Senate Bill 575, which limits teachers' unions to bargaining only over compensation and benefits while allowing administrators to set other district policies, such as class size and evaluation and dismissal policies, without negotiating with the union (Elliott, 2011). Legislation in Idaho that recently passed the state senate also seeks to prevent collective bargaining agreements from governing issues key to many education reforms, including

teacher evaluation procedures, teacher dismissal procedures, and school restructuring options (Bonner, 2011; Sawchuck, 2011). In Tennessee and Ohio, newly introduced bills aim to abolish altogether teachers' ability to bargain collectively (Sawchuck, 2011). Similarly, in Wisconsin, which in 1959 was the first state in the nation to pass a law allowing public sector employees to collectively bargain, the governor has proposed legislation that would eliminate public sector workers' right to collectively bargain over anything other than wages (King, 2011).

These recent efforts to reduce or remove teachers' unions' rights to collectively bargain assume that CBAs are unidimensional policies—that they restrict local district administrators' abilities to implement education reforms that are necessary to raise student achievement and efficiently use limited resources. Contract provisions that restrict administrators from hiring the teachers they want or firing the teachers they don't and that prevent administrators from evaluating and compensating teachers according to student achievement on standardized tests are frequently used as examples of the ways collective bargaining agreements stymie administrators' efforts for reform. However, whether CBAs and the regulations within them truly impede all local education reform efforts is an open question. Teachers' union labor agreements are far more complicated and nuanced than they are portrayed by many in the media and in statehouses across the country. Although it is true that many policies within teachers' union contracts may restrict administrators' abilities to implement reforms or efficiently operate districts and schools (Ballou, 2000; Hess & Loup, 2008; Johnson, 1984; Levin, Mulhern, & Schunck, 2005; Moe, 2009; Price, 2009; Weisberg, Sexton, Mulhern, & Keeling, 2009), many studies that examine the contents of collective bargaining agreements also show that labor agreements include substantial flexibilities that administrators may use to enact reforms (Ballou, 2000; Hess & Kelly, 2006; Johnson, 1984; Johnson, Nelson, & Potter, 1985; Koski & Horng, 2007; McDonnell & Pascal, 1979; Price, 2009; Strunk, 2009). In addition, some union advocates and researchers assert that these contracts serve an important function in district operations by improving working conditions for teachers, especially those in "hard-to-staff" districts that have difficulty attracting and retaining high-quality teachers (Johnson & Kardos, 2000; McDonnell & Pascal, 1979; Ravitch, 2007). In essence, some of the same regulations that are condemned by union critics as well as other directives that are less frequently mentioned in policy and media discussions may also serve to protect teachers' "professional working conditions" and make the difficult job of teaching just a bit easier and more pleasant (Cavanagh, 2011; Johnson, 1984; Johnson & Donaldson, 2006; McDonnell & Pascal, 1988).

In actual fact, very little is known about the contents of CBAs and whether the contracts overall and the provisions within them are restrictive to administrators or if they serve some other function. Not only has there been little research that systematically examines the range of policies set in these labor agreements, there also has been little empirical work that explores what kinds of districts are more likely to have specific contract provisions that may constrain district administrators, or that might improve working conditions, or both. Given the national discussion that vilifies union contracts and calls for the repeal or diminution of collective bargaining rights, it seems that careful empirical study is warranted. If collective bargaining agreements are deserving of reform, it is important to consider which regulations included in CBAs may be in need of change and which may serve to improve teaching conditions.

Moreover, it is important to understand the kinds of districts and students most affected by CBAs overall. If more restrictive contracts exist in hard-to-staff school districts,¹ the traditionally underserved students in these districts may face less efficient uses of resources and reduced access to high-quality and appropriately matched teachers (Hill, 2006). On the other hand, if these traditionally underserved districts negotiate CBAs with provisions that protect teacher working conditions, ridding these districts of their CBAs may make them even harder to staff with qualified teachers (Johnson & Donaldson, 2000).

This article begins to address these important issues by asking three questions to help inform the national debate. First, I briefly explore what regulations are included in collective bargaining agreements. Here I define “restrictive” contract provisions as those that likely constrain district administrators’ actions in ways that may diminish their abilities to take what they believe to be necessary actions that are in the best interest of the district and the district’s students. In contrast, I define “flexibility-enhancing” provisions as those that provide administrators with the rights to take specific actions that they believe are in the best interest of the district and the district’s students. I note at the outset that by their very nature, any provision negotiated into the CBA is to some extent restrictive to the district administration, simply because any regulation included in the contract inherently constrains administrators’ abilities to make certain choices as they see fit. Nonetheless, some provisions can be more easily classified as flexibility enhancing than others. In addition, I define provisions that enhance teachers’ working conditions as those that make the district an easier, more enjoyable, and perhaps more professional place for teachers to work. Restrictive or flexibility-enhancing provisions may serve to improve teachers’ working conditions.

Of course, it is important to realize that there are varying degrees of restrictiveness, flexibility, and/or enhanced working conditions offered by the provisions in a given contract. As will be discussed later in the article, some contract regulations restrict administrators to a greater extent than others, just as some improve working conditions and/or enhance administrator flexibility to a greater degree than do others.

Second, I ask what kinds of districts are more likely to have these clauses and regulations. To ensure a broad and comprehensive understanding of the contents of CBAs, I code 465 teachers' union contracts collected from California school districts in the 2005-2006 school year for 639 regulations within a set of broad policy areas, finally limiting the set of contract provisions to 95 regulations that highlight the variety of relevant policies set by CBAs. I show that there are a wide range of policies set by CBAs, some of which likely restrict district administrators and others that may provide administrators with greater flexibilities. Many of these policies may serve to enhance teachers' working conditions. I compare the likelihood of contracts in districts with different characteristics that may make districts relatively harder or easier to staff to include specific provisions and find that some of the most restrictive clauses are found in urban districts and in those with greater proportions of minority and poor students. However, I also show that many of these same districts have contracts that include important flexibilities for district administrators as well as provisions that may enhance teachers' working conditions. Third, I ask which district characteristics are associated with overall contract restrictiveness. I use a partial independence item response (PIIR) model to generate a statistically sound measure of overall contract restrictiveness and assess the relationships between particular district characteristics and contract strength. I find that large and urban districts have more restrictive contracts overall, although districts with greater proportions of minority students have weaker contracts once other district characteristics are controlled for, and there is no significant relationship between CBA strength and the proportion of low-income students in the district.

The remainder of the article proceeds as follows: The second section provides a brief overview of the extant literature and introduces the self-collected data upon which this study is based. The third section explores the contents of the CBAs negotiated between local teachers' unions and school boards in California and highlights the dual nature of provisions found within teachers' union contracts. The fourth section examines which kinds of districts implement more or less restrictive contract provisions, and the fifth

section asks what kinds of districts implement more restrictive contracts overall. The sixth section discusses results from and policy implications of these analyses in the context of today's current political and reform climate.

Background and Literature

Teachers' rights to collectively bargain are legislated at the state level. Currently, districts are required to bargain with teachers in 36 states, and another 6 states have legislation that allows, although does not require, teacher collective bargaining. In 5 states, districts are explicitly prohibited from bargaining collectively with teachers' unions, although even in these states, at least one of the two major national teachers' unions—the National Education Association (NEA) and the American Federation of Teachers (AFT)—has active chapters and often represent teachers in a form of negotiation called "exclusive consultation" (Hess & Kelly, 2006; Loeb & Miller, 2007).

Because CBAs are locally negotiated at the district level between teachers' unions and school district administrations (often the school boards or their representatives), they vary widely by district. These contracts dictate the majority of local policy surrounding teachers' work, including work rules that govern the salaries and benefits allocated to teachers, the time teachers spend in the classroom and in preparation for instruction, class sizes, teacher evaluations and promotion processes, staffing and transfer policies, grievance processing procedures, and a host of other seemingly minute details that together make up teachers' working conditions. Given the wide range of policies determined in negotiations between teachers' unions and school boards and regulated by collective bargaining agreements, these CBAs are often conceived of as one of the, if not the, most important set of policies in district governance and operations (Hill, 2006).

Although there is a great deal of discussion about the restrictiveness of CBAs and broad media attention has focused on specific policies set within the CBAs, there has been little academic attention, and particularly little recent attention, given to carefully describing the kinds of policies set in CBAs and examining whether or not they may be restrictive to administrators and/or serve to enhance teachers' working conditions, perhaps allowing districts to recruit and retain teachers. The remainder of this section outlines the brief set of literature that does begin to address these questions.

A small number of studies have examined the content and nature of teachers' union contracts. In one of the earliest empirical studies of the CBAs negotiated between school districts and teachers, McDonnell and Pascal (1979) examine 53 regulations within a national sample of 151 labor agreements from the 1970 and 1975 school years, focusing on the substance and strength

of 11 “key” individual policies that dictate important noncompensation education policy in the areas of grievance procedures, class size and hours, supplementary classroom personnel, teacher evaluation, job security, teacher safety and student discipline, and teacher instructional policy committees. In this and a follow-up study (McDonnell & Pascal, 1988) that examines contracts from the same set of districts 10 years later (1980 and 1985), McDonnell and Pascal show that the prevalence of specific contract items is not consistent across districts, but that overall fewer districts than expected gain provisions that would make teachers’ working conditions more “professional.” A 1984 study by Susan Moore Johnson of six case study districts finds that there is great diversity in the content of contracts; however, while the CBAs provide teachers with greater authority, principals and district administrators do not report feeling constrained in their policymaking as a result.

Much of the more recent literature that examines the contents of labor agreements similarly finds that contracts include substantial flexibilities for district administrators alongside provisions that may restrict policymaking. Ballou (2000) examines the regulations in Massachusetts school districts’ CBAs that govern compensation, teacher layoffs, teacher evaluation, transfer rights, and school day schedule. He finds that while all the CBAs in his sample had regulations that restricted district administrators and school boards, each contract also included regulations that provided administrators with some flexibility around policy setting. He concludes that the Massachusetts contracts contain more flexibility than district administrators claim they do and that district administrators do not take advantage of the managerial prerogatives allowed them by the CBAs. Hess and Kelly (2006) examine a stratified random national sample of 20 district CBAs, rating four areas of the contracts (length of school day, class size, transfers, and curriculum) on their level of restrictiveness. They come to a similar conclusion as Ballou (2000), finding that in each of the four policy areas, contracts contained both restrictive and flexible regulations.

Altogether, this research on district–teachers’ union CBAs highlights that dual nature of the contracts, noting that many aspects of the contracts restrict policymaking while other elements of CBAs provide administrators and board members with flexibilities and teachers with enhanced professional working conditions. McDonnell and Pascal (1979) place this dual nature of union contracts in its historical context, noting that contracts in many ways are intended to enhance teachers’ professional lives. They write that:

Teachers have acquired a number of noncompensation items that limit the flexibility of school management and increase the costs of public education. At the same time, collective bargaining emerged as

a solution to decades of low salaries and arbitrary treatment by school administrators. It now provides teachers with more autonomy in their daily work life. (p. 83)

This article is intended to begin to address the questions left unanswered by earlier research and made particularly important by policy actions taking place across the country that limit collective bargaining rights. I use a sample of 465 CBAs from California schools districts taken from the 2005-2006 school year to comprehensively examine the contents of CBAs. This sample represents 82% of California districts with four or more schools.² I limit the analysis to districts with four or more schools for two main reasons. First, smaller school districts may have quite different contracts than their larger neighbors because many contract policies (e.g., teacher transfer provisions) do not impact districts with only a few schools as much as they might their neighbors with a multitude of schools. Second, contracts can serve a markedly different purpose in very small districts with less need for negotiation and bureaucratic process. Small districts with relatively few teachers and administrators may be more able to make informal policy decisions without the need for highly regulated contracts.

California is an especially pertinent location for this study. It is a large, diverse state with districts that vary substantially on observable characteristics that might matter for contract outcomes (Moe, 2009; Strunk & Grissom, 2010). Moreover, California's system of public education is one of the most highly constrained in the nation (Brewer & Smith, 2008). In addition, the California school system is experiencing large budget deficits while facing some of the strictest accountability standards in the nation (Maxwell, 2009). As a result, California school districts are caught in the cross-hairs of the "do more with less" dilemma, making the kinds of flexibilities and restrictiveness negotiated into California CBAs especially relevant.

The specific contract regulations catalogued for this study arose from a close content analysis of the CBAs themselves. Rather than selecting provisions to study based on some a priori belief about the kinds of policies that might particularly restrict administrators (Hess & Kelly, 2006; Hess & Loup, 2008; Moe, 2009) or provide professional working conditions for teachers (McDonnell & Pascal, 1988), I catalogue the range of provisions regulated by CBAs that are not entirely formally dictated by state policy. Much of the language included in district contracts simply reiterates laws over which the district administrations and local teachers' unions have no control. I only include items from the contracts if they include "extra" nonregulated language in addition to the standard or required language. After completing a

thorough examination of 100 preliminary and randomly selected contracts, I developed a list of 639 contract regulations that included not only whether a contract contained a given policy but also the substance of the policy. I then reduced the number of items included for analysis based on the ability of items to discriminate between contracts, narrowing the set to 334 contract provisions. Finally, I further reduced the set of items to the 95 contract regulations found within California CBAs that best highlight the range of policies set by CBAs as well as the variation in policies across district contracts. These policies are not selected to show particularly restrictive or flexibility-enhancing provisions. Rather, these specific provisions were selected in order to ensure that a representative set of policies are included from seven of the major policy areas covered in the contract. These contract subareas are: compensation, evaluations, leaves, transfer and vacancies, class size, non-teaching duties and rights, and school calendar and year. In the interest of brevity, I do not include certain policy areas in this discussion, such as grievance procedures or association rights. In addition, certain provisions are excluded from discussion in this study because they constitute expansions of more basic provisions and add little detail to the conversation. This is not because these policies are unimportant or uninteresting, but because other contract areas and policies are more relevant to today's policy discussion.

What Is in Teachers' Union Contracts? The Dual Nature of Teachers' Union Contracts

Table 1 lists the aforementioned policies by contract area. When referring to specific policies, I note the policy number from Table 1 for ease of reference. The intent of this section is to underscore the dual nature of CBAs that places provisions that appear to severely restrict the ability of administrators to enact education reforms and set district policy alongside regulations that provide administrators with increased flexibility to make policy decisions or that may enhance teachers' working conditions. As such, I do not explain each provision in detail in the text, although most of the listed provisions are discussed at different points throughout the article.

However, before delving into this discussion, it is worth highlighting a few points made obvious by the list of policies presented in Table 1. First, CBAs negotiated between teachers' unions and school boards set a broad range of district policy and wield enormous power over district administrators' abilities to enact operational reforms without first going back to the negotiating table. However, there is wide variation in the kinds of policies established in different districts across the state. For instance, whereas some

Table 1. Individual Contract Regulations

Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
A. Compensation					
1 Teachers with a National Board of Professional Teaching Standards Certification receive extra pay	0.17	0.38	-0.29***	-0.24***	0.11*
2 Teachers with a PhD or EdD receive extra pay	0.45	0.50	-0.29**	-0.30**	0.07
3 Teachers who stay in the district for a long time receive "longevity" pay	0.73	0.45	-0.05	-0.05	-0.02
4 Teachers with a bilingual/English as a Second Language credential receive extra pay	0.30	0.46	0.58***	0.55***	-0.06
5 Teachers who teach special education/have a special education certification receive extra pay	0.13	0.34	0.29***	0.20**	-0.07+
6 Teachers who teach math receive extra pay	0.01	0.10			
7 Teachers who teach science receive extra pay	0.01	0.10			
8 Teachers who teach in an urban or otherwise "hard-to-staff" location receive extra pay	0.00	0.07			
9 Teachers entering the district will be placed at a higher step on the salary schedule for their out-of-district experience	0.84	0.36	-0.07	-0.02	-0.04
10 The district must perform a salary parity study to help set salary schedule relative to other districts	0.06	0.23	-0.01	-0.01	0.03
11 Teachers must participate in professional growth activities in order to obtain increases on the salary schedule	0.11	0.32	-0.16**	-0.16**	0.02
B. Evaluations					
1 Teachers must be given advance notice of their formal observations	0.49	0.50	0.23*	0.18+	0.01
2 Evaluators can conduct additional unannounced observations	0.22	0.41	0.21**	0.15+	-0.05
3 Collective bargaining agreement (CBA) specifies the required length of formal observations	0.53	0.50	0.02	0.02	0.13*

(continued)

Table 1. (continued)

	Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
4	CBA specifies the number of formal observations that must be included in a tenured teacher's evaluation	0.53	0.50	-0.18*	-0.10	0.03
5	Tenured teachers may have two or more formal observations in each evaluation cycle	0.09	0.28	-0.20**	-0.09	0.05
6	CBA specifies the number of formal observations that must be included in a nontenured teacher's evaluation	0.63	0.48	-0.22*	-0.13	0.02
7	Nontenured teachers may have three or more formal observations in each evaluation	0.06	0.24	-0.03	0.02	0.01
8	Permanent teachers who received at least a satisfactory evaluation in the previous cycle may use a nonstandard evaluation in current cycle (e.g., short form, self-evaluation, or less frequent evaluations)	0.18	0.39	-0.20**	-0.19**	0.06
9	Teachers must receive a specific number of observations before receiving an unsatisfactory evaluation rating	0.16	0.36	0.07	0.02	0.05
10	Post-observation meetings must occur within a specific amount of time after the observation	0.51	0.50	-0.02	0.12	0.07
11	Post-observation meetings must occur within 1 week of the observation	0.30	0.46	0.08	0.12	0.04
12	Teachers with negative evaluations may not gain a salary step increase in the following year	0.07	0.25	-0.04	-0.05	0.03
13	Negative evaluations may be removed from personnel files	0.07	0.25	-0.03	0.03	-0.03
C. Leaves						
1	Teachers are offered "emergency leave" for emergencies members could not have predicted in advance	0.08	0.27	0.08+	0.08	0.01

(continued)

Table 1. (continued)

Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
2 District is required to offer a Catastrophic Leave Donation/Emergency or Sick Leave Bank for teachers	0.67	0.47	-0.15+	-0.19*	-0.01
3 Teachers are provided with professional growth/conference/educational improvement leave	0.32	0.47	0.01	-0.03	0.07
4 Teachers receive in lieu substitute service/compensatory time off (i.e., if teacher subs for another teacher)	0.13	0.33	0.04	0.01	0.04
5 Teachers receive more bereavement leave than is promised them in California Education Code	0.47	0.50	-0.06	-0.03	0.03
6 Teachers are provided with more family illness/family care leave than they are entitled through federal and state family and medical leave acts	0.24	0.43	-0.11	-0.08	0.15**
7 Teachers are allowed to take additional leave for ill health/health leave	0.40	0.49	0.01	-0.06	-0.04
8 Teachers are allowed more personal leave than is required by Education Code section 44981 (more than 7 days)	0.34	0.47	-0.12	-0.13	0.03
9 Teachers receive more pregnancy/maternity leave time than is required by the Education Code or state laws	0.35	0.48	0.06	0.04	0.03
10 Teachers are allowed more sick leave than is guaranteed by the Education Code (more than 10 days)	0.09	0.28	0.02	0.11+	0.03
11 Teachers are provided with extra parenting/childrearing leave	0.82	0.38	0.07	0.01	0.00
12 Teachers who are on parenting/childrearing leave receive benefits during their leave	0.07	0.25	-0.05	-0.02	-0.03
13 Teachers who are on parenting/childrearing leave will be reinstated to the same or similar job upon return	0.18	0.39	0.11	0.06	0.00

(continued)

Table 1. (continued)

Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
D. Transfers and vacancies					
1 CBA specifies that seniority should be a factor in deciding who receives a voluntary transfer placement	0.71	0.45	0.12	0.09	0.11*
2 Seniority will be considered in deciding who receives a voluntary transfer placement	0.24	0.43	-0.13+	-0.08	0.02
3 All else equal, seniority decides who receives voluntary transfer placement	0.41	0.49	0.24**	0.11	0.06
4 Regardless of anything else, seniority is the deciding factor in who receives voluntary transfer placement	0.06	0.24	0.04	0.07	-0.01
5 CBA specifies that seniority should be a factor in deciding who is involuntarily transferred	0.74	0.44	0.02	0.01	0.00
6 Seniority will be considered in deciding who is involuntarily transferred	0.18	0.39	-0.10	-0.10	-0.06
7 All else equal, seniority decides who is involuntarily transferred	0.40	0.49	0.07	0.00	0.00
8 Regardless of anything else, seniority is the deciding factor in who is involuntarily transferred	0.15	0.36	0.04	0.11	0.05
9 District must consider teachers' credentials in relation to their positions when prioritizing transfer requests	0.65	0.48	-0.02	0.00	0.00
10 District must consider teachers' qualifications when prioritizing transfer requests	0.67	0.47	-0.16+	-0.18*	0.06
11 District must consider teacher preference in prioritizing transfer decisions	0.78	0.41	0.1	0.0	-0.09+
12 District must consider evaluations/teacher quality in transfer decisions	0.28	0.45	-0.11	-0.08	0.07
13 District may transfer teachers due to reasons of performance improvement	0.24	0.43	0.04	0.05	0.06

(continued)

Table 1. (continued)

	Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
14	District may consider teachers' major/minor fields of study in transfer decisions	0.30	0.46	-0.11	-0.08	0.05
15	District may consider teachers' special job-related skills or talents in transfer decisions	0.29	0.46	0.03	0.04	0.04
16	Certain groups of teachers are exempt from seniority-based transfers	0.05	0.23	0.04	0.06	0.04
17	Voluntarily transferring teachers receive priority over involuntarily transferring teachers	0.76	0.43	0.07	0.04	-0.06
18	Involuntarily transferring teachers receive priority over voluntarily transferring teachers	0.15	0.35	-0.05	-0.04	0.08
19	CBA requires that teachers returning from leaves receive priority in transfers	0.05	0.22			
20	Districts may not involuntarily transfer teachers after the start of the school year	0.46	0.50	-0.11	-0.05	-0.02
21	CBA places a limit on the frequency with which teachers may be involuntarily transferred	0.31	0.46	0.12	0.02	0.15**
22	Teachers who are involuntarily transferred can return to previous site or position if a position becomes open	0.19	0.39	0.00	-0.03	0.04
23	Teachers who have been displaced from their sites/are at risk of layoff receive priority in transfers	0.14	0.35	0.03	0.04	-0.02
24	Involuntarily transferred teachers from a closed school site are given priority in choosing transfer placement	0.06	0.24	0.04	0.03	0.00
25	CBA outlines the treatment of involuntarily transferred teachers' preferences for vacancies	0.43	0.50	0.03	0.01	0.02

(continued)

Table 1. (continued)

	Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
26	An involuntarily transferred teacher can indicate his or her preferences from a list of available vacancies	0.26	0.44	-0.01	-0.07	-0.03
27	The preferences expressed by involuntarily transferred teachers for open positions must be honored as long as the teacher meets the position requirements	0.09	0.28	-0.01	0.03	0.07+
28	The most senior involuntarily transferred teacher receives his or her preference of open position, regardless of qualifications	0.09	0.29	0.01	0.08	0.05
29	CBA specifies the order in which the district can consider new employees for open vacancies	0.44	0.50	0.18+	0.17+	0.10
30	Currently employed teachers will be assigned to a vacant position before new personnel are considered	0.11	0.31	0.16**	0.16**	0.04
31	Newly opened positions that are filled with a probationary or temporary teacher during the school year must be reopened for the following school year for teachers who wish to apply	0.15	0.35	0.04	0.05	-0.02
E. Class size						
1	CBA addresses class size	0.96	0.21			
2	CBA specifies a given class size	0.83	0.38	0.01	0.07	0.07
3	The district must balance classrooms within a specific amount of time from school/semester start	0.33	0.47	0.09	0.08	0.05
4	The district must balance classrooms within 2 weeks of school/semester start	0.10	0.30	0.07	0.02	0.05
5	The district must take action if class size ceilings are exceeded	0.63	0.48	0.07	0.03	0.06

(continued)

Table 1. (continued)

	Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
6	The district must take action if class size ceilings are exceeded by a specific time from school/semester start	0.31	0.46	0.10	0.05	0.04
7	The district must take specific action within 2 weeks of school/semester start	0.15	0.36	0.13+	0.05	-0.01
8	CBA specifies the specific action that the district must take if class size ceilings are exceeded	0.58	0.49	0.04	-0.01	0.07
9	If class size ceilings are exceeded, affected teachers will meet with the principal or superintendent to discuss/negotiate alternatives and decide on action	0.19	0.40	0.10	0.09	0.05
10	If class size ceilings are exceeded, district will add new teachers to reduce class size	0.19	0.39	0.05	-0.01	0.00
11	If class size ceilings are exceeded, district will reorganize class or add classes to reduce class size	0.13	0.34	0.03	0.04	0.03
12	If class size ceilings are exceeded, district will move students to another school/assignment area to reduce class size	0.11	0.31	0.00	-0.01	0.06
13	If class size ceilings are exceeded, district will increase aide or clerical assistance for burdened teacher	0.19	0.39	-0.10	-0.14+	0.05
14	If class size ceilings are exceeded, district will increase the preparation/release time for burdened teacher	0.05	0.22			
15	If class size ceilings are exceeded, district will increase budgetary support for the classroom for items such as materials and supplies	0.07	0.25	-0.04	-0.04	-0.01
16	If class size ceilings are exceeded, the teacher will receive overload (take-home) compensation	0.20	0.40	0.08	0.05	0.04

(continued)

Table 1. (continued)

	Contract Clause	M	SD	Percentage Minority	Percentage Poverty	Urban
F. Nonteaching duties						
1	Teachers are not required to participate in specific adjunct duties or events	0.22	0.41	0.01	-0.02	-0.06
2	Teachers are guaranteed a duty-free lunch period of over 30 minutes	0.19	0.39	0.13+	0.13+	-0.10*
3	Teachers are guaranteed a duty-free relief or recess period	0.22	0.41	0.01	-0.08	-0.07
4	CBA restricts the number or length of faculty meetings	0.48	0.50	0.19*	0.05	0.04
5	CBA places restrictions on length or quantity of total meetings in a year	0.11	0.32	0.07	0.00	0.04
6	Required staff development days are a built-in part of the school year calendar	0.55	0.50	0.15	0.12	-0.07
7	Districts must provide preparation time for teachers	0.78	0.42	0.02	-0.01	0.00
G. School calendar/year						
1	Teachers must be present for a set amount of time before class	0.58	0.49	-0.04	0.05	-0.02
2	Teachers must be present for a set amount of time after the school day	0.32	0.47	0.02	0.07	0.02
3	CBA specifies a given length of the school day in instructional minutes	0.42	0.49	-0.04	-0.07	0.12*
4	CBA specifies the amount of time teachers must work/day	0.61	0.49	0.12	0.14	-0.08

Note. Models are not run for policies that exist in fewer than 5% or more than 95% of districts given insufficient variation in the outcome (contract provision) variables. It should be noted that only 9 of the 90 tested relationships between urban status and the outcome provisions are significant, some only at the .10 level. As such, it is possible that these significant relationships occur by mere chance.
 +p < .10. *p < .05. **p < .01. ***p < .001.

CBAs require districts to transfer teachers solely according to seniority (Table 1 provisions D4 and D8), others mandate that administrators consider multiple factors about the teacher before placing him or her in an open position (D9-D16). Similarly, while some districts compensate teachers solely according to a step-and-lane salary schedule, others provide economic incentives for teachers of various types (A1-A9). There is no obvious “cookie-cutter” contract that generates the exact same policies for every district. Although the overarching categories of policy are consistent across districts, the specific regulations differ dramatically. Most important for this discussion, Table 1 provides many examples of the dual nature of the CBAs negotiated by teachers’ unions and school boards. First, there are a number of regulations outlined in Table 1 that may restrict district administrators’ flexibility to enact education reforms or manage their districts as they may wish. These kinds of regulations are found within almost every subarea of the contract and restrict administrators to varying degrees. For example, while 24% and 18% of contracts contain provisions that restrict administrators by requiring districts to at least consider seniority in voluntary and involuntary transfer placement (D2 and D6), such provisions are far less constraining than similar provisions in 6% and 15% of CBAs, respectively, that require districts to decide voluntary and involuntary transfer placements based on seniority alone (D4 and D8). As another example, 6% of contracts require districts to perform a “salary parity” study to inform decisions about the district’s salary schedule (A10). These regulations require that the district be competitive with nearby or similar districts or at times that they offer salaries in the top five or top 5% of nearby or similar districts. This policy is not inordinately restrictive to administrators and even may provide a benefit in the sense that it forces administrators to offer competitive salaries to other districts competing for the same teachers. Nonetheless, such a policy does constrain administrators’ abilities to act quickly and perhaps according to their own wishes.

Some contract provisions are far more restrictive to district administrators. For example, 49% of CBAs require that administrators give teachers advance notice of their formal observations (B1). This restricts administrators’ abilities to perform evaluations as they see fit and may positively skew their assessment of teachers. In addition, by specifying the length of formal observations (B3, in 53% of districts) and the number of observations that may or must be included in teachers’ evaluations (B4, in 53% of districts for tenured teachers, and B6, in 63% of districts for nontenured teachers), CBAs restrict administrators from enacting teacher evaluations in ways that they believe best assess the skills of teachers. Further, by limiting the quantity of observations a teacher may receive, administrators may be forced to make judgments

about a teacher with inadequate information. It also appears that relatively few CBAs provide administrators with the ability to tie evaluation outcomes to consequences: Only 7% of CBAs limit teachers with negative evaluations from gaining a salary step increase the year following a poor rating (B12).

Similarly, as mentioned previously, some district administrators are constrained by provisions that require transfers to take place solely according to teachers' seniority (D4, D8, and D28). Such policies heavily constrain administrators from filling positions or moving teachers in ways that best meet the needs of school districts. Likewise, class size CBA provisions that require districts to balance class sizes in classrooms within a specific amount of time from beginning of the semester or school year (which exist in 33% of CBAs, E3, and which require administrators to balance classrooms within 2 weeks in 10% of districts, E4) greatly restrict administrators who are attempting to match students and teachers in ways that may best serve the needs of students and/or schools.

However, Table 1 also provides many examples of regulations that provide administrators with operational flexibility. These policies also occur in almost every subarea of the contract and provide administrators with varying degrees of flexibility to enact policies of their choosing. For instance, much of the current discussion about CBAs and the stated need to drastically reform collective bargaining laws has centered on the expense and inefficiency of paying teachers according to a uniform salary schedule rather than based on some measure of "merit." All districts and unions must negotiate teachers' actual compensation, and all of the contracts in my sample include a traditional uniform salary schedule in which teachers are paid based on their years of experience teaching in the district and the number of educational credits they have toward or beyond a master's degree.³ However, CBAs include many more compensation policies than simply dictating what each teacher will make based on the salary schedule, some of which actually serve to enhance administrators' flexibility to escape from rigid salary structures to provide economic incentives targeted at the specific kinds of teachers they wish to recruit and/or retain (Kolbe & Strunk, in press). For example, 17% of CBAs outline incentives for teachers with a National Board of Professional Teaching Standards (NBPTS) certification (A1), and 30% and 13% of CBAs include incentives for teachers with bilingual education/English as a Second Language (ESL) or special education credentials, respectively (A4 and A5). In addition, 84% of districts have compensation provisions that allow them to give experienced teachers from other districts credits on the salary schedule for their previous out-of-district experience (A9), presumably in order to help recruit experienced teachers to the district.

Flexibility-enhancing provisions exist in other areas of the contract as well. For example, 22% of districts allow evaluators to conduct unannounced observations in addition to formal observations that can be used in the final evaluation rating (B2). This evaluation policy provides district administrators some respite from some of the restrictive policies mentioned earlier, allowing them the flexibility to conduct observations of teachers when they believe they will learn the most or when they think it is most important. Transfer and vacancy provisions also provide examples of regulations that present opportunities for enhanced administrator flexibility alongside the restrictive contract provisions discussed previously. For instance, although seniority provisions are often offered up as examples of contract restrictiveness, the far majority of CBAs allow administrators to consider other teacher characteristics when placing teachers, including teachers' credentials (65% of districts, D9), qualifications (67%, D10), evaluations or teacher quality (28%, D12), major or minor fields of study (30%, D14), and special job-related skills (29%, D15).

It is also clear from Table 1 that there are many regulations included in California CBAs that serve to enhance teachers' professional working conditions. Teachers' "professional working conditions" have been variously described in earlier work (see e.g., Hornig, 2009; Johnson & Birkeland, 2003; Johnson & Donaldson, 2000; Loeb & Page, 2000; Luekens et al., 2004; McDonnell & Pascal, 1988; Player, 2010). In this instance, I refer to teachers' "working conditions" as those aspects of their workplace that contribute to their overall enjoyment of the job and a sense of security. For instance, many leave policies grant teachers additional perks that likely improve their professional and personal lives. Although providing teachers with extra leave time may cost the district money (to hire substitutes), allowing teachers the flexibility to take extra time off after they have a child (C9, 35%) or if they or a family member are sick (C6, 24%) may save the district money in recruiting and hiring costs and may improve the relationship between teachers and administrators, thus improving professional working conditions. Table 1 provides multiple examples of worklife-enhancing leave policies. For instance, in 8% of districts, teachers are offered "emergency leave" for emergencies that teachers could not have predicted in advance (C1); in one-third of districts, districts provide teachers with leave time to attend professional growth workshops or conferences (C3); in almost one-half of districts, teachers are allowed more leave time when a loved one has died than is required by the California Education Code (C5); and teachers are provided with more time off for parenting/childrearing leave than is required by the Education Code in 82% of districts (E11).

In addition, there are specific policies from other contract areas that provide teachers with securities or rights that can enhance their working conditions and perhaps make the district a more positive place to work, some of which inherently constrain administrators even as they enhance teachers' professional working conditions. For instance, 78% of contracts require administrators to consider teachers' preferences when transferring teachers to new positions (D11), 5% of contracts require that teachers returning from leaves receive priority in transfer requests (D19), and 46% and 31% of contracts prohibit administrators from involuntarily transferring teachers after the start of the school year (D20) and involuntarily transferring teachers over a maximum number of times (D21). Although such provisions do constrain administrators' abilities to act as they see fit, they also undoubtedly provide protections to teachers that enhance the quality of their working environment. Similarly, many provisions that regulate teachers' nonteaching duties serve to improve teachers' working conditions. For example, provisions that mandate that administrators cannot require teachers to participate in specific adjunct duties or events (in 22% of districts, F1), or that restrict the number or length of faculty meetings (in 48% of districts, F4), and that ensure duty-free lunch periods and recesses (in approximately 20% of districts, F2 and F3) provide teachers with extra assurances regarding their working conditions.

Overall, the variety in CBA provisions type and restrictiveness indicates that the contracts negotiated between teachers' unions and local school districts are not unidimensional. Rather, California contracts show that while many policies included in CBAs may and likely do restrict administrators in policy setting, others actually provide administrators and board members with enhanced flexibilities. In addition, some provisions likely improve teachers' professional working conditions, which may provide benefits to districts that go beyond flexibilities or constraints to policymaking.

What Kinds of Districts Implement Restrictive Contract Provisions?

Given that many contract regulations impact the ability of district administrators to set local education policy on a variety of topics, and concurrently the same or additional provisions may serve to enhance teachers' working conditions in ways that may help administrators meet the goals of their district, it is important to consider the kinds of districts that have regulations of each sort. In order to assess which types of districts have specific contract

provisions, I examine the relationship between each contract clause listed in Table 1 and a vector of district characteristics by estimating ordinary least squares (OLS) models of the following form:

$$\begin{aligned} (Provision)_d = & \beta_0 + \beta_1 (\% \text{ Minority}_d) + \beta_2 (\% \text{ Low Income}_d) + \\ & \beta_2 (Urban_d) + \beta_3 (Rural_d) + \beta_4 (In \text{ enrollment}_d) + \beta_5 (Elementary_d) + \\ & \beta_5 (High \text{ School}_d) + \beta_5 (Median \text{ Teacher Experience}_d) + \varepsilon_d \end{aligned} \quad (1)$$

where *Provision* is a dichotomous indicator of each contract provision listed in Table 1.⁴ I examine the relationship between the proportion of students that either qualify for the federal free- or reduced-price lunch program or the proportion of students who are minority (defined as non-White and non-Asian) and urban and rural location of a district (suburban districts serve as the reference category). All of these characteristics are taken from the California Department of Education's (CDE) California Basic Education Data Systems (CBEDS) database, measured in the 2005-2006 school year. This first set of district characteristics is intended to indicate conditions that make districts "difficult to staff." Work by Lankford, Loeb, and Wyckoff (2002); Ingersoll (2004); Hanushek, Kain, and Rivkin (2004); and others shows that teachers are less likely to stay in and more likely to leave districts and schools with greater proportions of minority and low-income students, making districts and schools with these characteristics particularly hard to staff. Urban districts, as well, may face particular staffing difficulties (Jacob, 2007). In addition, these variables measure the kinds of underserved students for whom policymakers may wish to ensure maximal reform options. I include either the proportion of non-Asian minority students in a district or the proportion of students who qualify for the free- or reduced-price lunch program because the two measures are highly correlated, with a correlation coefficient of .75.

The remaining variables serve as controls, all from CDE 2005-2006 data sets. I include district size (defined as the natural log of total student enrollment) as an indicator of potential union power, given that recent empirical research has drawn a link between district size and union strength (Rose & Sonstelie, 2010) and a related study to this one finds that union power, at least as defined by school board members, is significantly associated with more restrictive contracts (Strunk & Grissom, 2010). I use the natural log of district enrollment to ensure that results are not biased by the presence of outliers, such as the Los Angeles Unified School district with nearly 700,000 students. Median teacher experience is measured as the median in-district experience

Table 2. Summary Statistics

	N	M	SD	Minimum	Maximum
Percentage free or reduced-price lunch	463	0.428	0.253	0.000	0.996
Percentage minority	463	0.480	0.270	0.033	0.992
Urban	463	0.255		0	1
Rural	463	0.138		0	1
Enrollment	463	11,502	35,777	131	727,319
ln (enrollment)	463	8.636	1.126	4.875	13.497
Elementary district	463	0.294		0	1
High school district	463	0.024		0	1
Median teacher experience	463	8	2.496	2	18
Contract restrictiveness	465	-0.002	0.508	-1.637	1.655

level of teachers. I include median teacher experience to attempt to control for one potential measure of union preferences.⁵ Model 1 also controls for district level, elementary or high school district, with unified districts serving as the reference category. Table 2 shows the summary statistics for these variables.

It is important to note at the outset that Model 1 is intended to assess the relationships between these district characteristics and the likelihood of districts' contracts containing each provision—it does not identify any causal relationships that might allow for conclusions about the kinds of characteristics that *cause* contracts to include specific policies. Instead, this model allows me to focus on the kinds of districts that are faced with more or less restrictive contract provisions or with policies that may improve teachers' professional working conditions.

The second panel of Table 1 shows the relevant coefficients from these analyses. The first column of the second panel of Table 1 indicates the relationship between the proportion of minority students in a district and the likelihood of the district's contract containing the particular provision listed, controlling for all other covariates in Model 1. The second column in the second panel indicates the same relationship, this time between the likelihood of the contract containing the provision and the proportion of students in poverty (who qualify for the free- or reduced-price lunch program). The last column displays the coefficients from the specification of Model 1 that includes the proportion of minority students and indicates the relationships between the likelihood of the contract having the provision and the district's urban status.

These analyses give rise to some overarching conclusions. First, many specific regulations that might particularly impede district administrators are

more likely to exist in urban districts with higher proportions of minority and low-income students. Similarly, some of the most helpful provisions that likely provide administrators with policy flexibility are less frequently found in these kinds of districts' CBAs. However, these same districts' CBAs are likely to include some important flexibilities in their contracts, along with many provisions that may serve to enhance the working conditions of their teachers. In the interest of space, this section discusses only some of the findings shown in Table 1. However, all of the coefficients may be examined in Table 1.

Limiting Administrator Flexibility in Hard-to-Staff Districts

As discussed in the third section, many of the provisions highlighted in Table 1 likely restrict district administrators and local boards of education from freely implementing policies whereas others provide local policymakers with enhanced flexibility. The second panel of Table 1 shows that many of the more restrictive policies are more likely to be found in the contracts of districts with particularly hard-to-staff working environments, and many flexibility-enhancing policies are less likely to exist in such districts. For instance, Table 1 shows that 11% of district contracts include a provision that requires teachers to participate in professional growth activities in order to obtain their scheduled increases in salary (compensation provision A11). This provision allows district administrators to hold their teachers responsible for attempting to improve their practice in order to earn salary increases, whereas districts without such policies have no ability to require such activities from their teachers. However, districts with a one standard deviation greater proportion of poor or minority students are 4% less likely to have CBAs that require teachers to participate in professional development in order to obtain salary increases.

Similarly, the evaluation provision that requires administrators to give teachers advance notice of their evaluations (B1) serves as an example of a restrictive regulation that is significantly more likely to be found in CBAs in districts with higher proportions of low-income and minority students. Table 1 shows that districts with one standard deviation more minority or poor students are 6% and 5% more likely to have this provision, respectively. Other evaluation provisions that may provide administrators with *greater* flexibility are *less* likely to exist in districts with greater proportions of minority and poor students: Districts with a one standard deviation greater proportion of minority students are approximately 5% less likely to have contracts that specify the number of formal observations that may be included in a tenured teacher's evaluation (B4), allow administrators to observe tenured teachers

two or more times per evaluations cycle (B5), and specify the number of formal observations that may be included in a nontenured teacher's evaluation (B6).⁶ Although at face value these policies may seem innocuous, without specific attention to the number of evaluations allowed per observation cycle, districts must fall back on the California state education code–specified minimum of one observation per cycle for tenured teachers and two observations per cycle for nontenured teachers. Such infrequent formal observations may be inadequate for administrators in these districts to get a firm understanding of the ways teachers may need to improve their practice. Consequently, CBAs without these provisions likely limit administrators' abilities to perform observations and evaluations in the way that allows them to best assess teachers' competence.

Specific restrictive transfer and vacancy provisions also are found in more-difficult-to-staff districts. For instance, Table 1 shows that urban districts are 11% more likely to have CBAs that require seniority to be factored into decisions regarding who receives voluntary transfer placements (D1). Districts with a one standard deviation greater proportion of minority students are 3% less likely to be required to *only consider* seniority in voluntary transfer placements (D2) and are 6% more likely to be required to allow seniority to rule in such decisions as long as *other characteristics of the teachers are "equal"* (D3). The relationship between proportion minority students in a district and administrators being required to allow seniority to rule *regardless of other teacher characteristics* (D4) is also positive, although not significant. Clearly, being required to abide by seniority is more restrictive than being required to abide by seniority if other characteristics are equal, and far more restrictive than being required to solely consider seniority in transfer decisions. The relationships between the proportion of low-income students and seniority status in voluntary transfers track those of the proportion of minority students but are not statistically significant. Similarly, the relationships between the district characteristics and seniority rights in involuntary transfers (D5-D8) are not statistically significant but follow the same pattern.

In addition, vacancy provisions are more restrictive in districts with high proportions of minority and low-income students: Districts with a one standard deviation greater proportion of minority or low-income students are 5% more likely to have contracts that specify the order in which administrators can consider new employees for open positions (D29) and are 4% more likely to have CBAs that require all open positions to be filled by current employees of the district before any outside applicants can be considered (D30). These are important regulations because they greatly constrain administrators' actions as they attempt to staff their schools with the best and most appropriate set of teachers. For instance, consider a district with a CBA that requires

that open positions must be staffed with a current employee rather than an outside applicant. In such districts, if there is a highly qualified external applicant for a position and a lesser qualified internal applicant, the administrator *must* fill the vacancy with the internal applicant regardless of qualifications or fit. However, this teacher may not be the best teacher or the best teacher for that particular placement. Given that this regulation exists in districts with more minority and low-income students, it is those underserved populations that are more likely to face an inappropriately matched teacher solely because this provision dictated the match rather than teacher fit, qualifications experience, or other factors.

Urban districts are also more frequently faced with two particularly restrictive transfer and vacancy CBA provisions. Contracts in urban districts are 15% more likely to contain policies that limit the frequency with which a teacher may be involuntarily transferred in a given period of time (D21), often over 3 years. This policy may limit administrators' abilities to shuffle teachers as needed in districts facing staffing changes due to declining enrollment or layoffs as well as stifle other management prerogatives administrators may exercise to fill their classrooms with the best-matched teachers. In addition, urban district CBAs are 7% more likely to contain provisions that require administrators to honor involuntarily transferred teachers' preferences for open positions, as long as he or she meets base position requirements such as having the correct credential (D27). This again limits the ability of administrators to fill positions with the teachers they believe may be best suited for a particular situation.

Extending Administrator Flexibility in Hard-to-Staff Districts

Although the previous discussion paints a picture of particularly restrictive provisions more often existing in traditionally hard-to-staff districts, Table 1 also shows that some of these restrictive provisions are less likely to occur and some flexibility-enhancing provisions are more likely to occur in such districts. For instance, although many evaluation provisions restrict administrators in districts with greater proportions of poor and minority students, including the requirement that administrators provide advance notice of observations to teachers, there is a notable exception that exists more often in districts with greater proportions of poor and minority students. Specifically, 22% of CBAs contain the provision that allows districts to perform *additional unannounced* informal observations (B2). Districts with a one standard deviation greater proportion of minority and low-income students are, respectively, 5% and 4% more likely to have contracts that allow

this important flexibility. As such, although districts with higher proportions of minority and low-income students may have a more difficult time obtaining an unbiased formal observation of teacher performance, they may have an easier time including extra informal and unannounced observations in their final teacher evaluations.

Traditionally hard-to-staff districts also have contracts that contain some important flexibilities regarding transfer and vacancy policies. For example, two-thirds of CBAs require that administrators consider teachers' qualifications (other than simply seniority) when making transfer placements (D10). This policy provides administrators with enhanced flexibility in placing teachers in appropriate open positions and is 4% and 5% more likely to occur in districts with high proportions of minority and low-income students, respectively. Similarly, 78% of CBAs require that administrators take into consideration teachers' stated preferences when considering transfers (D11), but urban district CBAs are 9% less likely to contain this provision.

As discussed in earlier work using the same set of contracts (Kolbe & Strunk, *in press*), it is difficult to disentangle the flexibility or restrictiveness inherent in compensation incentive policies negotiated into CBAs. However, Table 1 shows that contracts in districts with higher proportions of minority and low-income students are more likely to contain incentive policies targeted at attracting and retaining teachers with bilingual/ESL and special education credentials (A4 and A5). Theoretically, such incentives provide administrators with enhanced flexibilities, allowing them to implement recruitment and retention policies aimed at the teachers they may need most. However, districts with higher proportions of low-income and minority students are also less likely to have incentive policies targeted at teachers with doctorates or National Board of Professional Teaching Standards certifications (A1 and A2). Insofar as these credentials indicate quality (about which there is much debate), the lack of such policies in hard-to-staff districts may indicate a lack of flexibility for administrators in such districts. Notably, however, once the proportion of minority and low-income students has been controlled for in Model 1, urban districts are more likely to have policies geared at attracting teachers with doctorates and NBPTS certifications.

Enhancing Working Conditions in Hard-to-Staff Districts

The preceding discussion largely underscores contract provisions that may restrict or provide greater flexibility to administrators in high-needs districts. However, it is also important to consider the policies included in CBAs that may serve to enhance teachers' working conditions. Many studies have

shown the importance of noncompensation working conditions in enticing teachers to stay or remain in a district—and the policies regulated by CBAs may supply another vehicle for providing teachers with enhanced working conditions (Hornig, 2009; Johnson & Birkeland, 2003; Johnson & Donaldson, 2000; Loeb & Page, 2000; Luekens et al., 2004; McDonnell & Pascal, 1988; Player, 2010). School boards and unions in “hard-to-staff” districts may work together to include contract provisions that enhance teacher working conditions, possibly in an effort to attract and/or retain teachers to their districts. In addition, CBA provisions that may be included in the contracts against the preferences of the district may also serve to enhance teachers’ working conditions.

Many of the policies discussed previously and listed in Table 1 enhance teachers’ professional working conditions, and some of those policies are found in urban districts with significantly greater proportions of minority and low-income students. For example, while limiting to administrators, the advance notice for evaluation provision (B2) that is more frequently found in districts with higher proportions of minority and poor students restricts administrators but likely provides teachers with some semblance of security knowing that their classes won’t be unexpectedly observed and possibly disturbed by administrators.

Although potentially costly, generous leave policies easily can be used to enhance teachers’ working conditions without too greatly restricting district administrators (although such policies likely do constrain administrators, on average). Table 1 shows that traditionally harder-to-staff districts provide teachers with more generous specific leave policies. For example, districts that provide teachers with “emergency leave,” so that teachers can miss work for important reasons on days that they could not have previously predicted (C1), have higher proportions of minority students. In addition, urban districts are 15% more likely to provide teachers with more family illness/family care leave than they are entitled to under state and federal laws (C6), and districts with higher proportions of low-income students are more likely to offer additional sick leave to teachers over and above the minimum 10 days required by the education code (C10).

Boards and unions can also negotiate extra protections into CBA transfer and vacancy regulations. For instance, as mentioned previously, urban districts are 9% more likely to have contracts that require that involuntarily transferred teachers’ preferences are honored (D27). Although this provision does constrain administrators’ actions, it also likely provides security for teachers who are going through the difficult process of involuntary transfer. Similarly, the requirement that currently employed teachers must be assigned

to vacant positions before new personnel can be considered (D30), which is found more often in districts with higher proportions of poor and minority students, limits administrators while simultaneously providing job security and privileges for teachers.

Other examples of negotiated policies that may enhance teachers' working conditions while only minimally restricting administrators' abilities to operate their districts are found in the nonteaching duties and class size areas of contracts. For instance, districts with higher proportions of minority and poor students are more likely to provide their teachers with more than the minimum required 30 minutes of duty-free lunch (F2) (although once these populations are controlled for, urban districts are less likely to provide this privilege to their teachers). Similarly, districts with greater proportions of minority students are more likely to have policies that limit the number or length of faculty meetings (F4). These policies most often limit faculty meetings to once or twice a month and to an hour in length. Such regulations may restrict administrators from calling faculty meetings whenever they see fit but may guarantee teachers extra time to perform their instructional duties and/or encourage administrators to efficiently use meeting time. Although both of the aforementioned policies may seem like minor issues that may constrain administrators or cost the district funds, both preserve teachers' scarce free time and limit time required for often bureaucratic duties.

In addition, 31% of California districts have contract clauses that require that administrators take action if class sizes are not balanced within a certain time period after the beginning of the semester start, and 15% mandate that class sizes overages are addressed within 2 weeks of the semester or school start date (E6 and E7). Table 1 shows that districts with larger proportions of minority students are more likely to have contracts that require the stricter policy—that administrators take specific action if class sizes are not balanced within 2 weeks of the semester or school start date. Class size overages are notoriously difficult for teachers to handle and can result in difficult conditions for the affected teachers. The guarantee that administrators will work to resolve class size overages in a timely fashion in hard-to-staff districts may provide overburdened teachers with some security that their working conditions will improve in a preset amount of time.

Overall, any regulation set in a CBA by nature limits the authority of administrators to set district policy. Even regulations that provide administrators with enhanced rights—such as those that allow administrators to consider nonseniority factors in transfer decisions or to provide compensation incentives for teachers with specific degrees—necessarily restrict administrators from making decisions on those topics on a case-by-case fashion or in

response to specific needs at particular times. However, many negotiated provisions found in California CBAs may provide specific protections to teachers in particularly hard-to-staff districts that help recruit and retain teachers in those districts. In addition, the presence of such policies in CBAs may show administrator support and indicate a culture of compromise and cooperation between the teachers' union and district that may be important to teachers and to education reform (Horng, 2009; Johnson & Birkeland, 2003).

What Kinds of Districts Implement More Restrictive Contracts?

Some recent work has shown that more restrictive contracts are associated with lower student achievement (Moe, 2009; Strunk, 2011; Strunk & McEachin, 2011), especially in districts with higher proportions of minority, low-income, and low-performing students (Strunk & McEachin, 2011). Given these concerning relationships, it is important to understand what kinds of districts implement more restrictive contracts.

A reliable measure of contract restrictiveness would assess the degree to which a contract restricts administrators' actions while taking into account the reality, shown in earlier sections of this article, that not all regulations included in a CBA restrict administrators—some provide them with enhanced flexibilities as well. As described in Strunk and Reardon (2010) and Reardon and Raudenbush (2006), the measure used in this study does this by using a PIIR model that measures the underlying latent restrictiveness of a teachers' union contract. This method uses individual items and regulations found within a contract and models the entire contract as a function of a contract-specific latent level of restrictiveness.

Specifically, this method follows Reardon and Raudenbush's (2006) development of the PIIR model as a generalized hybrid of a discrete-time hazard model and a Rasch model that adjusts for the conditional structure of survey response patterns. Their model, like other applications of item response theory (IRT) models to survey response patterns, assumes that each person who responds to a survey possesses some latent attribute that affects the probability of an affirmative response to each survey question. However, Reardon and Raudenbush adjust for the likelihood that many survey questions are not locally independent but instead are predicated on an affirmative response to an earlier survey question. Strunk and Reardon (2010) extends this method to examine district teachers' union contracts, which can be seen as a set of items "asked" on a larger survey. They conceive of each specific regulation that can be included in a CBA as an item. Contracts that contain the regulation have "affirmative" responses to the item, and contracts that do

not include the regulation have “negative” responses. Greater detail on the generation of the PIIR measure can be found in Strunk and Reardon (2010), however the measure can be roughly thought of as a summation of items with weights, such that any item that restricts the district is coded as a 1, and if there are varying levels of restrictiveness within a contract regulation, each growing level of constraint is also coded as a 1. For example, if a contract includes a regulation that district administrators must consider seniority in transfer decisions, that provision, which restricts districts from placing personnel totally according to their own wishes, would be coded as a 1. Then, if the contract further specifies that seniority must be the deciding factor in transfer decisions, that provision is coded with another 1. The PIIR model then effectively assesses the restrictiveness of the contract by considering all the 1s in each contract and placing greater weight on items that are less frequently found in contracts. As discussed earlier in this article, *all* contract items can be considered along a continuum of more to less restrictive or more to less flexibility enhancing. In instances in which there is a flexibility-enhancing provision, the item was reverse-coded for use in the PIIR model. In this way, every contract provision that meets the parameters outlined in the following, and discussed more specifically in Strunk and Reardon (2010), is included in the original PIIR model. Using the PIIR method, each item can be ranked in order of “restrictiveness,” which is analogous to the difficulty of a given test item in traditional IRT models.

The items included in the PIIR model are selected according to standard test theory, winnowing out items that are not as closely associated with the underlying latent trait of overall contract restrictiveness. This method of item selection and use of the PIIR approach has a number of advantages over other ways of measuring contract restrictiveness, two of which are particularly pertinent to this study. First, the PIIR method provides an objective approach to measuring contract restrictiveness. Whereas in other research on contract restrictiveness regulations are chosen for inclusion in the restrictiveness measure based on a priori assumptions about what items are most likely to be the most limiting to district administrators (Hess & Loup, 2008; Moe, 2009), the method of item selection used for my measure includes regulations based on their correlation with the latent level of overall restrictiveness. Second, the use of the PIIR model allows for the creation of a transparent and probability-based interval scale along which individual contracts are placed according to their specific level of restrictiveness, as well as standard errors of measurement for each contract. With a model-generated reliability of 0.7, I am also able to judge that the measure of contract restrictiveness captures the underlying trait well enough to use in statistical analyses of the relationships between contract strength and covariates of importance.^{7,8}

As in Equation 1, here I examine the relationship between a contract outcome and district characteristics by estimating an ordinary least squares model of the following form:

$$\begin{aligned} (CBA\ RESTRUCTIVENESS)_d = & \beta_0 + \beta_1 (\% \text{ Minority}_d) + \\ & \beta_2 (\% \text{ Low Income}_d) + \beta_2 (\text{Urban}_d) + \beta_3 (\text{Rural}_d) + \\ & \beta_4 (\text{In (enrollment)}_d) + \beta_5 (\text{Elementary}_d) + \beta_5 (\text{High School}_d) + \\ & \beta_5 (\text{Median Teacher Experience}_d) + \varepsilon_d \end{aligned} \quad (2)$$

This time, however, the contract outcome is *CBA RESTRUCTIVENESS*, the PIIR-generated measure of contract strength. All independent variables remain the same as discussed previously. Again, this model is intended to assess the relationships between these district characteristics and CBA restrictiveness—it does not identify any causal relationships between district characteristics and contract restrictiveness.

Table 3 shows that a number of district characteristics are associated with contract strength. Columns 1 through 4 indicate the univariate relationships between contract restrictiveness and factors that proxy for difficult-to-staff contexts or measure district size. Column 1 shows that controlling for no other district characteristics, CBA restrictiveness is positively and significantly associated with the proportion of non-Asian minority students in a district. However, Columns 6 and 8 show that once other covariates are controlled for, the relationship becomes negative, indicating that districts with greater proportions of minority students in fact have *less* restrictive contracts overall. Table 3 also shows that contract restrictiveness is negatively associated with the proportion of students who qualify for the federal free- or reduced-price lunch program, although this relationship is never statistically significant (Columns 2, 7, and 9).

The fact that districts with greater proportions of low-income and minority students do not have more restrictive contracts, and that in fact, districts with greater proportions of minority student have *less* restrictive contracts (holding other factors constant), indicates that harder-to-staff districts may not disproportionately face more constraining policy contexts, at least as set by local CBAs. This in many ways follows from the discussion in the third and fourth sections; although many of the most restrictive contract regulations exist in districts with higher proportions of traditionally underserved students, there is also often substantial flexibility built into these contracts. The results displayed in Table 3 indicate that as a whole, these flexibilities are more present in the CBAs of high-minority school districts than they are in districts with

Table 3. Ordinary Least Squares Regressions of Contract Restrictiveness on District Covariates

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Percentage minority	0.167+					-0.173*		-0.159+	
	(0.09)					(0.08)		(0.08)	
Percentage free/reduced-price lunch		-0.102							
		(0.09)							
Urban			0.308***			0.151**	0.157**	0.151**	0.156**
			(0.05)			(0.05)	(0.05)	(0.05)	(0.05)
Rural			-0.392***			-0.172*	-0.166*	-0.173*	-0.167*
			(0.06)			(0.07)	(0.07)	(0.07)	(0.07)
In (enrollment)				0.233***		0.192***	0.179***	0.194***	0.184***
				(0.02)		(0.03)	(0.03)	(0.03)	(0.03)
Elementary					-0.061	-0.012	-0.011	-0.014	-0.014
					(0.05)	(0.05)	(0.05)	(0.05)	(0.05)
High school					-0.576***	-0.426***	-0.416***	-0.427***	-0.472***
					(0.11)	(0.09)	(0.08)	(0.09)	(0.08)
Median teacher experience								0.006	0.01
								(0.01)	(0.01)
Constant	-0.083+	0.041	-0.027	-2.018***	0.028	-1.576***	-1.495***	-1.645***	-1.620***
	(0.05)	(0.05)	(0.03)	(0.16)	(0.03)	(0.22)	(0.22)	(0.24)	(0.25)
R ²	0.006	0.000	0.170	0.265	0.027	0.304	0.301	0.303	0.301
N	463	463	463	463	463	463	463	463	463

Note. Standard errors in parentheses.

+p < .10. *p < .05. **p < .01. ***p < .001.

+ p < 0.10, * p < 0.05, ** p < 0.01, *** p < 0.001.

lower proportions of minority students. In addition, it lends support to the earlier discussion of enhanced working conditions being enacted in the contracts of high-minority districts.

These flexibilities seem less evident in the overall CBAs of urban and large districts. Columns 8 and 9 indicate that urban districts have contracts that are approximately one-third of a standard deviation more restrictive than those negotiated in suburban districts, on average, whereas rural districts have significantly less restrictive contracts. District size is also significantly and positively associated with contract restrictiveness. The magnitude of this relationship is quite large: A one standard deviation increase in district size is associated with a 1.3 standard deviation increase in CBA restrictiveness. These findings imply that administrators in larger and urban districts encounter more limits in local policymaking due to their CBAs than do administrators in smaller and suburban or rural districts. This relationship echoes earlier findings on a more limited set of contract outcomes from Rose and Sonstelie (2010), who find that district size is associated with less optimal class size and compensation bargaining outcomes for districts.

It does not appear that districts with greater median in-district teacher experience have more restrictive contracts. If more teacher experience proxies for teacher preferences or for union strength, it does not appear from these results that these things, at least as measured by district median experience level, are associated with contract restrictiveness. Last, Table 3 shows that high school districts have significantly less restrictive CBAs than do unified or elementary school districts.⁹

Discussion and Policy Implications

Unfortunately, there are no easy answers when it comes to collective bargaining in public schools. These CBAs are neither entirely full of promise or of poison. While it is easy to point to specific policies within CBAs that appear to unreasonably restrict administrators from implementing important education reforms in public schools, it is clear from this study and from studies that have come before it that the collective bargaining agreements negotiated between school boards and teachers' unions are not unidimensional. They are complicated, nuanced documents, put into place through multiple negotiations between two parties over a considerable amount of time. Ranging from 20 to nearly 400 pages in California, they dictate an expansive set of local district policy, ranging from details about teachers working hours and their allotted preparation time to evaluations, class sizes, staffing provisions, and transfer procedures. This article shows that although there are many policies within CBAs that may restrict administrators, there are also several that afford

district administrators with enhanced flexibilities and many that provide teachers with important protections and rights that may make their working conditions more tenable. Moreover, this variation in CBA policy content is existent in all sorts of districts—urban and rural, those with more minority and non-minority students, and those with higher and lower income students. While the most restrictive provisions are often found in some of the hardest-to-staff districts, these same districts' CBAs simultaneously contain provisions that may make them easier to staff by giving teachers extra benefits and protections that make their working conditions and school culture better.

This is not to say that there is not a cause for concern; if some of the most restrictive contracts and possibly harmful provisions are more likely to be in high-minority, low-income, and urban districts, as I show they are, then the traditionally underserved students in those districts are likely to face the consequences of specific contract provisions that stymie educators' efforts at reforms. This is an unacceptable outcome; as the California court system ruled in the recent court case *Reed v State of California, et al.* (2011), school systems "[can] not bargain away students' constitutional rights" to an adequate education. Although the *Reed* case was specifically referring to seniority provisions in layoff decisions (which actually are not governed by contracts in California but by state law), I show that there are other, equally restrictive provisions in contracts that are found significantly more often in districts with the higher proportions of traditionally disadvantaged students: urban districts with higher proportions of minority and low-income students. Students in these districts face the consequences that may arise from more stringent seniority transfer provisions and more restrictive evaluation provisions, which may lead to a lower quality workforce in those schools and directly harm students (Levin et al., 2005; Weisberg et al., 2009).

However, before we call for an end to teachers' collective bargaining rights based solely on high-profile examples of restrictive seniority, evaluation, and compensation provisions, it is important to consider what other policies are encoded in the contracts and to what extent they may actually improve teachers' working conditions, especially in hard-to-staff districts. I show that there are many contract provisions that may serve to improve teachers' working conditions. These elements of the contracts may not necessarily harm students and schools. For instance, teachers in hard-to-staff districts are provided with more leave benefits, class size guarantees, and protections in involuntary transfers for teachers whose school sites close or positions are terminated. Such policies may (debatably) do little or nothing to harm students but likely improve the working conditions of teachers in particularly hard-to-staff districts, making them more willing and able to take positions in these districts. Although it is impossible to tell from this study, or from any that has come before it, how the individual provisions—restrictive or

not—found in CBAs impact teacher quality and retention, the mere existence of such professional working condition–enhancing policies in hard-to-staff districts suggests that CBAs may serve as vehicles for compromise between unions and administrators, allowing them to work together to meet some of the specific needs of their local districts and students.

Although the review of individual contract provisions in the third and fourth sections highlights many restrictive contract provisions that are more often found in districts with higher proportions of minority and low-income students, it is important to note that the results discussed in the fifth section show that the contracts as a whole do not appear to be more restrictive in these districts. It may be that although certain restrictions do exist in these districts, the contracts in districts with greater proportions of minority and low-income students contain as many or more provisions that serve to enhance administrators' flexibility in policy setting. This points to the need for careful consideration before legislatures enact policies that entirely end collective bargaining. Although there may be reason to distrust collective bargaining by public school employees, as Lieberman (1979) and Moe (2005) (among others) point out, there may also be reason to believe that collective bargaining allows administrators to enact policies that aid them in working in difficult staffing and teaching contexts.

Unfortunately, this study only begins to answer some of the open questions about the CBAs negotiated between teachers' unions and local districts. There are many important issues that still must be addressed. A growing body of literature is attempting to assess the effects of CBAs on student outcomes and other district operations (Eberts, 1983; Eberts & Stone, 1984; Moe, 2009; Strunk, 2011; Strunk & McEachin, 2011). This literature to date finds that more restrictive contracts are associated with lower student achievement, on average, and with differences in budget allocation. However, this work is not causal, and as such can provide only very limited information on the impacts of collective bargaining agreements. As the research base on CBAs evolves, we will hopefully be better able to answer the important question of the overall impacts of restrictive CBAs on student, school, and district outcomes.

We also know little about *why* some CBAs are more restrictive than others. Although there have been some very good histories of teachers' union collective bargaining in the United States and in particular districts (see e.g., Johnson, 1984; Kahlenberg, 2006; Lieberman, 1979; McDonnell & Pascal, 1979, 1988), they do little to explain why certain collective bargaining agreements are more restrictive than others and how specific provisions enter negotiations and become part of the contracts. A more thorough understanding of the reasons behind contract restrictiveness and even more so the

existence of specific provision will allow researchers and policymakers to better disentangle the solely restrictive provisions from those that are intended to provide administrators with enhanced policy flexibility and/or improve working conditions enough to attract and retain teachers. In addition, the far majority of work on collective bargaining agreements has either used a broad and not comprehensive sample of districts from across the nation or has focused on contracts in California. There is a need for more information on the contents and impacts of CBAs in other states—especially states that are considering removing collective bargaining rights from teachers' unions.

Perhaps the most important open question that remains is whether and how the teachers' unions and school boards and administrators can work together to reform collective bargaining and the contracts that arise from it. U.S. Secretary of Education Arne Duncan recently hosted a conference for union and district leaders to discuss ways the two sides might work together in pursuit of reform. AFT president Randi Weingarten released a new position paper on how teacher evaluation processes should be improved to better serve both students and teachers, which has been both criticized and praised by the media and policy analysts. The stage is set for unions and districts to come together to negotiate better CBAs that serve to enhance administrators' abilities to implement necessary education reforms while still maintaining teachers' rights and professional working conditions.

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Notes

1. I use the terms *hard-to-staff*, *harder-to-staff*, and *high-needs* districts interchangeably throughout the article. Such districts are defined as those with the highest proportions of poor and minority students and those located in urban areas (Hanushek, Kain, & Rivkin, 2004; Ingersoll, 2004; Jacob, 2007; Lankford, Loeb, & Wyckoff, 2002). Throughout the article “high-poverty” districts are defined as those with relatively higher proportions of students who qualify for free- or reduced-price lunch programs. Similarly, “high-minority” districts are defined as those with relatively higher proportions of students who are Black or Hispanic (in California, where the study takes place, Asian populations often do not constitute a disadvantaged minority). Last, urban districts are those that the National Center for Education Statistics (NCES) designates as those in small, midsize, or large cities.
2. This sample of school districts has substantively similar district characteristics as the larger population of California school districts with four or more schools. I am indebted to Professor William Koski and Dr. Eileen Hornig for providing me with the unique data resource of California school district contracts.
3. I do not specifically examine the contents of the salary schedules and the salaries provided to teachers at each level of the schedule in this article. Although the labor economic theory of compensating differentials implies that compensation may be exchanged for other working conditions and flexibilities inherent in the collective bargaining agreements (CBAs), analyses of cost-of-living-adjusted district salaries (for first-year teachers and for teachers at the maximum point of the salary schedule) show that both salary measures (note that benefits measures are unavailable in my data) are positively (although not highly) correlated with overall and subarea contract restrictiveness. This may occur because all districts in California *must* negotiate compensation for teachers, and all districts with CBAs do so via the negotiation of salary schedules. In addition, multiple factors are considered in base compensation decisions, and the low correlations indicate that they may not necessarily reflect the level of constraint or flexibility inherent in contracts.
4. I use ordinary least squares (OLS; linear probability models, LPMs) to estimate these models, allowing for easier interpretation of the coefficients as the probability associated with a one-unit increase in each of the independent variables. All models were run as logistic regression models as well, and results are substantively the same.
5. The median voter theorem would suggest that the union will act on behalf of its median voter, which in this case is the teacher with the median level of experience in the district. If the median teacher is more experienced, the union may negotiate in the interest of these teachers as opposed to others. It is possible that this measure is

endogenous—specifically that the contract having a specific clause impacts the experience level of teachers within that district. This is, of course, more likely for some provisions than others. Nonetheless, it is important to understand the relationship between the median teacher experience level and the outcomes of interest as associational, not causal.

6. The relationship between each of these provisions and the proportion of poor students is also negative but not statistically significant.
7. Much greater detail about the partial interdependence item response (PIIR) method and resulting measure of contract restrictiveness is provided in Strunk and Reardon (2010). In addition, instances of its use in empirical analyses can be found in Strunk and Grissom (2010), Strunk (2011), and Strunk and McEachin (2011).
8. To avoid any confusion, it should be noted that not all of the 95 items listed in Table 1 are included in the final PIIR model-generated measure of contract restrictiveness. As is mentioned in the text and outlined in more detail in Strunk and Reardon (2010) and further explained in an empirical paper in Strunk and McEachin (2011), we used standard test theory to winnow down the number of contract items to be included in the final measure of contract restrictiveness. These are a subset of the larger set of contract provisions coded for the analyses performed in the third and fourth sections of this article.
9. I also test for associations between union affiliation (American Federation of Teachers vs. National Education Association) and contract restrictiveness. There is no significant relationship between union affiliation and CBA strength. Results are available upon request.

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Bio

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