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# Designing Contracts for a Modern Classroom

The ABCs of CBAs



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## Preview

Although teacher contracts (commonly, collective bargaining agreements or CBAs) provide critical workforce protections for teachers and govern much of the profession, they remain an underutilized lever for enabling strong teaching and learning, elevating the teaching profession, and equipping school systems with tools and capacities to confront the challenges of a rapidly changing, increasingly uncertain world.

Drawing on research spanning states, school systems, and time periods, this report sets forth a conceptual framework that draws attention to teacher contracts—both what they say and the ways they are built—as a potentially powerful, already-embedded, forward-looking mechanism for professionalizing teaching and imbuing the profession with the flexibilities and collaboration needed to meet the challenges of today and tomorrow.

The report begins by explaining the “ABCs of CBAs:” the contractual A(greement), the formal and informal B(argaining) process, and the C(ollective) of people involved in public education. It explores the significance of each of these elements and how they interact. After that, the report introduces a set of cross-cutting design principles—shared, student-focused purpose; flexible, transparent design; and authentic participation—that each of the ABCs must follow to build teacher contracts for the modern classroom. Last, it explores what it might look like when these design principles are applied to the A(greement), the B(argaining), and the C(ollective) for the benefit of teachers, students, and families alike.



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# Introduction



We are a nation full of talented children and capable, dedicated teachers.

Yet in too many places, our school systems are not working for students and families, and they are not working for teachers either.<sup>1</sup> In fact, only 16% of teachers say they would recommend the profession to others.<sup>2</sup> As one teacher reflected, “I knew that even if I was in three places at once . . . my students’ needs still weren’t met. It’s difficult to know you’re doing your best every day and still not getting your job done.”

**We must do better for our teachers and the students and families they serve. On this, we can all agree.**

In recent years, strides have been made to diversify teacher pipelines,<sup>3</sup> strengthen teacher preparation,<sup>4</sup> develop high-quality curricular options,<sup>5</sup> provide rich in-service professional learning,<sup>6</sup> build robust teacher leadership pathways,<sup>7</sup> meaningfully compensate teachers for their work,<sup>8</sup> and develop new ways of providing (and measuring) high-quality student experiences.<sup>9</sup> These and other such efforts, often widely sought by teachers,<sup>10</sup> hold promise in attracting diverse, high-quality talent into the teaching profession and adequately supporting and retaining those professionals to ensure all students get what they need and deserve from school.

## Who is the “We” in Where We Agree?

The “We” in Where We Agree is the full set of people who shape, lead, work with, or rely on schools: teachers, students, families, paraprofessionals, principals, union leaders, district leaders, school board members, caregivers, researchers, advocates, nonprofit partners, community members, and more. The group is large, diverse, and full of complexity and disagreement. But it also agrees on a lot: that teachers are overburdened and underpaid; that the teaching profession should be rewarding, dynamic, collaborative, sustainable, and diverse;<sup>11</sup> and that every student deserves equitable access to a quality education.

The impact of these efforts—and those still around the bend—depends, however, on flexibilities that enable schools and teachers to take on new ways of thinking about where, when, and how teachers work; how teachers are compensated; what teachers are empowered and incentivized to do; and how teachers are supported, managed, and evaluated. Our public school systems must be equipped to meet the needs of students and families today and to rise to the challenges of an unpredictable future, where there is an ever-expanding understanding of how humans learn and where technology upends what was previously thought possible.

**To enable the most promising educational approaches to take hold, and to create fertile ground for the ones not yet imagined, the profession of teaching must evolve. To do this, we must reimagine the way the profession is governed.**

But how? How do we empower the profession of teaching with the structures and ways of working it needs to better serve students and families? How do we do so in ways that are coherent, flexible, democratic, and durable? And what mechanisms are at hand to spur these changes?

**One critical lever is teacher contracts, both what they contain and the ways they are built.**

Teacher contracts (especially collective bargaining agreements between school systems and teachers unions), and the processes used to negotiate them, define and govern the profession: what teachers do and when they do it; how they are trained, assigned, and transferred; how they are compensated; and what professional development and leadership opportunities are available. Representing hard-fought efforts to improve working conditions, teacher contracts are legally enforceable in the jurisdiction where they sit, and more broadly, they establish the mental models and professional culture that pervade classrooms and schools

nationwide. Indeed, this lattermost effect extends the impact of teacher contracts across district and state lines to even those states without collective bargaining agreements.

**Yet, teacher contracts and the ways they are built are rarely seen as a key mechanism for change.**

A review of the academic literature, interviews with 84 leaders in the field, and a scan of 41 teacher contracts<sup>12</sup> reveal several reasons why this might be the case, including: teacher contracts are hard-fought and political; they operate within difficult financial contexts; they involve fiduciary obligations; they are long, complicated, and almost never read by the people they are meant to govern; they sit within complex state regulatory regimes; they are ossified by history; and they are shackled by a pervasive lack of trust.

Underlying these reasons is perhaps a more fundamental impediment to envisioning teacher contracts as vehicles for change: they are agreements codifying the key terms and conditions governing employer-employee relations (e.g., salaries, benefits, start dates, and working conditions),<sup>13</sup> not program documents built to shape educational policies. However, this is an oversimplification. First, although teacher contracts might be intended to contain only employment terms, some of those terms (e.g., maximum class sizes or allotted planning times) influence specific educational policies (e.g., flexible staffing or collaborative professional learning). Second, certain employment terms in teacher contracts (e.g., layoff protocols) can have ramifications for teacher diversity.<sup>14</sup> Third, because most teacher contracts regulate employees of a network of schools within a larger system, they allocate power between central administration and schools and their staff.<sup>15</sup> In this sense, teacher contracts are more than just employment documents because they address governance-related issues like autonomy.

Taking all this into account, what if we found a way—with teachers and others closest to the work leading the effort—to develop teacher contracts and (formal and informal) bargaining processes that support modern classrooms? What if we built upon work already happening to depart from blunt, inflexible agreements and outmoded ideas about the profession, and established more collaborative, iterative ways of working to benefit students, their families, and teachers? And what if we viewed teacher contracts and their underlying formal and informal bargaining as an opportunity to periodically take stock of structures, systems, and processes to improve our schools and better serve kids, families, teachers, and communities?

The complexities are multifaceted and significant, and what is possible in a contract is constrained by state law and bargaining technicalities.

Nonetheless, **a bold reimagination of teacher contracts and the ways they are built is not only possible but necessary, given dissatisfaction levels among teachers and unmet student needs.**

**This report explores where such work is already underway and considers what it would take to leverage teacher contracts to bring effective policy and ways of working into more common practice.**

### What are “modern classrooms”?

Modern classrooms empower every student to “work, live, and thrive in the twenty-first-century global world.”<sup>16</sup> They do so by being flexible, iterative, and tailored to meet student contexts and needs, respond to an evolving research base about what works for students, and adapt to the conditions of a rapidly changing world. As one teacher put it, “A modern classroom is one that leans into new areas of innovation as they emerge. It effectively leverages the new tools at its disposal to deliver accessible instruction for all students.”

“We need to think differently. We need to think about what’s next, and how to keep pace with it.”

- Teacher



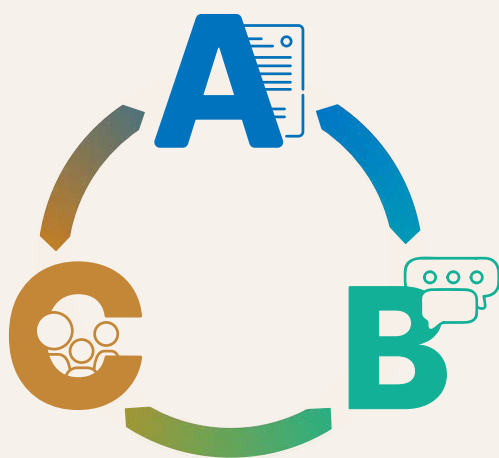
# Overview: The ABCs of CBAs



Opportunities for aligning teacher contracts and underlying bargaining to the needs of modern classrooms abound. A systematic literature review, interviews with leaders and experts in the K-12 public education space, and in-depth contract

analyses reveal a framework for building teacher contracts for the modern classroom that can enable and support lasting change. It is the ABCs of CBAs.

## Conceptual Framework: The ABCs of CBAs



**Agreements** that are backed by research, keep students at the center, and promote shared decision-making and problem-solving.

**Bargaining**, both formal and informal, that encourages transparency, collaboration around shared interests, joint problem-solving, and building stronger relationships among people working together to educate students.

A **Collective** that is inclusive, supported, and strategically engaged through a diversity of opportunities for participation in the building, implementation, and improvement of teacher contracts for the modern classroom.

# What Teachers Want: Voices from the Classroom

Data from a nationally representative *Voices from the Classroom* survey from Educators For Excellence (E4E) show teachers are calling for contract change:<sup>17</sup>



## Compensation

In 2024, teachers of color chose opportunities for higher pay for working in a hard-to-staff school or subject area as the best way to recruit a talented and diverse teacher workforce.<sup>18</sup> In 2023, teachers reported favoring financial incentives for teachers who work in hard-to-staff subject areas (87%) and schools (93%), as well as to teachers who receive multiple outstanding evaluations (75%). Teachers of color favor these incentives at even higher rates.<sup>19</sup>



## Staffing

In 2024, 75% of teachers reported preferring that multiple factors—such as performance, seniority, and subject or grade-level certification—be used when making layoff decisions, rather than seniority alone.<sup>20</sup> In 2023, teachers reported preferring using performance over seniority as a decision-making factor in layoffs by nearly 2:1.<sup>21</sup>



## Teacher Leadership

In 2020, 89% of teachers said that opportunities to progress in their teaching career, in terms of responsibility, authority, title, and pay, would make them more likely to stay in the classroom.<sup>22</sup> In 2024, teachers of color chose leadership opportunities as a top way to retain a high-quality, diverse workforce, second only to better benefits.<sup>23</sup> In 2022, they chose it as the number one way to retain teachers.<sup>24</sup>



## Evaluation

In 2023, 83% of teachers said that teachers should be responsible for their students' academic progress, and they indicated that student academic growth is the most valuable measure in evaluating teachers' effectiveness.<sup>25</sup>



## Professional Learning

In 2024, one third of teachers reported that their professional learning experiences included 1:1 coaching, built-in follow-up structures, or a focus on building subject-specific pedagogical practices—all of which are research-backed components of effective professional learning.<sup>26</sup>

“Teachers are always looking for practical solutions, and by bringing teachers to the decision-making table, you can ensure that policies are feasible, practical, and sustainable. But, you also simultaneously increase their feelings of autonomy and satisfaction, because if you feel like you don't have a voice in the decisions or like you're never heard, it's easier to get burned out.”

- Teacher

# Setting the Stage: Federal and State Law



Federal and state law set the stage for teacher contracts and collective bargaining. Together, they affect what is in employment contracts, their on-the-ground implementation and enforcement, and

whether collective bargaining for public employees is allowed at all.

## Collective Bargaining, Unions, and K-12 Public Education

Collective bargaining in K-12 public education stems from efforts to secure teachers legal protection from low pay, poor working conditions, unfair dismissals, and discrimination, among other workplace problems.<sup>27</sup> Indeed, for more than a century before collective bargaining even came into existence, teachers—the vast majority of whom were women—began organizing to push for better pay and higher status.<sup>28</sup>

Broadly, teachers unions have acted as safeguards against the arbitrary exercise of power by administrators.<sup>29</sup> Starting in the 1920s, teachers unions have led the fight against “loyalty oaths” and sought to protect academic freedom and enhance teacher agency<sup>30</sup>—what the predecessor to the United Federation of Teachers, the New York City teachers union, called the fight against “oppressive supervision.”<sup>31</sup>

Teachers unions also have been central to the fight for civil rights.<sup>32</sup> The American Federation of Teachers (AFT), for example, filed amicus briefs for the plaintiffs in *Brown v. Board of Education*, and the National Education Association (NEA) refused to hold annual conferences in cities that discriminated against Black delegates in the 1940s and ‘50s.<sup>33</sup> Throughout their existence, the NEA and AFT have supported voter registration efforts and led the charge on many civil and voting rights issues.<sup>34</sup> Jo Anderson Jr., a former local union leader, calls this expanded framework of teacher unionism that includes professional and social justice perspectives “comprehensive teacher unionism.”<sup>35</sup>





**Federal labor law** establishes the structures and cultural norms within which collective contracting and associated bargaining processes operate. The National Labor Relations Act of 1935 (NLRA) guaranteed collective bargaining rights to employees in the private sector. It set up the “industrial” bargaining approach, which emphasizes uniform practices and is predominantly focused on wages, benefits, and working hours. In 1947, the Labor Management Relations Act (Taft-Hartley Act) amended the NLRA, restricting some activities and the power of unions.<sup>36</sup> Together, the NLRA and Taft-Hartley Act set up a bargaining paradigm that pits worker rights against employer interests.<sup>37</sup> Although neither law applies to collective bargaining in the public sector, including in K-12 public education, the adversarial climate they created has had deep influence in states where collective bargaining occurs and beyond.<sup>38</sup>

Additionally, federal education law—such as the No Child Left Behind Act of 2001 (NCLB) and Race to the Top (funded under the American Recovery

and Reinvestment Act of 2009)—also influences teacher contracts and the ways they are built.<sup>39</sup> For example, in the first few years of this century, many states shifted their policies, and school systems and unions accordingly revised their teacher contracts, to address NCLB’s various requirements.<sup>40</sup> The Race to the Top competition encouraged and accelerated the adoption and implementation of specific educational policies (such as data-driven teacher evaluation systems, Common Core standards, and robust professional learning programs); these policy shifts also in many cases triggered teacher contract changes.<sup>41</sup>

### **Bargaining Approaches Over Time**

Since the 1950s, efforts have been made to shift collective bargaining away from prevailing adversarial models, though they have been met with varying degrees of enthusiasm and experienced inconsistent success. Initial efforts focused on the distance between bargaining positions to persuade parties that neither side had much to lose or gain, with the hope of reducing the need for parties to rely on power dynamics to force resolution and secure “victories.”<sup>42</sup> When those efforts fell flat, emphasis turned to integrative (as opposed to distributive or positional<sup>43</sup>) bargaining—a strategy based on developing mutually beneficial agreements, or integrating (i.e., combining) parties’ interests to create joint value.<sup>44</sup> More recently, Bargaining for the Common Good has broadened the scope of bargaining beyond traditional topics of negotiation to advance equity-focused structural change.<sup>45</sup>



**State law** has a more direct influence on teacher contracts. In 1959, Wisconsin became the first state to grant public sector unions (including teachers unions) the right to bargain collectively.<sup>50</sup> Today, 34 states and Washington DC require collective bargaining if a majority of teachers vote in favor of union representation.<sup>51</sup>

Ten states—Arkansas, Colorado, Kentucky, Louisiana, Mississippi, North Dakota, Utah, West Virginia, Virginia, and Wyoming—permit, but do not mandate, collective bargaining.<sup>52</sup> Six states—Alabama, Arizona, Georgia, North Carolina, South Carolina, and Texas—outlaw collective bargaining.<sup>53</sup>

Among the states that require collective bargaining, the topics that can be bargained over vary. For

example, California, Massachusetts, New York, and Ohio require school systems to negotiate with teachers unions on teacher evaluation;<sup>54</sup> by contrast, Washington DC prohibits negotiation over teacher evaluation.<sup>55</sup> As another example, Michigan prohibits bargaining over the composition of school improvement committees, among other topics.<sup>56</sup> Finally, in some cases, state law effectively regulates the activities of school systems by influencing the types of educational policies that can be agreed to between bargaining parties. For example, some states require budget-induced layoffs to occur based on seniority, effectively “crowding out” the role of teacher contracts on the matter.<sup>57</sup>

### The General Statutes of Connecticut and Collective Bargaining: An Example



The General Statutes of Connecticut provide a helpful example of how state law can shape collective bargaining. Title 10, Chapter 166 of the General Statutes governs collective bargaining by teachers in Connecticut. It influences not only the scope of bargaining but also the content of what can be agreed to and when bargaining takes place.

The duty to negotiate in Connecticut extends to salaries, hours, and other conditions of employment (which is a common scope of bargaining in many states). However, §10-153d.(b) clarifies that “hours” in Connecticut does not include “the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods.” Likewise, §10-153d.(b) explicitly carves out retirement incentive plans and teacher evaluation and support programs from the definition of “other conditions of employment.”<sup>46</sup> As a result, these matters are effectively excluded from the scope of collective bargaining in school districts across Connecticut, and decision-making authority—within the confines of state law—is instead delegated to district leaders.<sup>47</sup>

Moreover, the General Statutes of Connecticut contain rules governing the timeline of bargaining. §10-153d(b) requires that bargaining commence at least 210 days before the budget submission date. If there is an impasse in negotiations, §10-153f institutes a general time-based escalation protocol that begins with voluntary mediation, followed by compulsory mediation<sup>48</sup> and then compulsory arbitration.<sup>49</sup>

Of course, many non-legal factors also affect teacher contracts. They include the size of the school system in question; the level and method of funding available to public education; the quality of relationships among school system leaders, union leaders, teachers, caregivers, and communities;<sup>58</sup> district and union leadership stability;<sup>59</sup> local labor markets;<sup>60</sup> the particular issues each side wishes to bargain; and the personalities and motivations of those involved.<sup>61</sup>

Notwithstanding variability in legal requirements and contextual factors, our research reveals that teacher contracts as applied are in many ways consistent across the country. The contracts create a set of expectations and obligations for teachers and often limit flexibility and innovation on the ground. Over

time, those expectations can linger even after the contracts are changed—the tradition of the contract takes on a life of its own, regardless of what it actually says.

**Put simply, teacher contracts—both in what they say and in the mental models they create—affect what happens in school buildings across the country in profound ways.**

“Understanding collective bargaining means you have to understand the context within which it takes place.”

- Teachers Union Leader





# The ABCs of CBAs: A Framework for Contracting for the Modern Classroom

Our conceptual framework can be used to mobilize teacher contracts to elevate the teaching profession, strengthen student experiences and outcomes, and meet the rapidly changing conditions of public education.

“The fundamental question [is]: What should be in a labor contract, and what should not be, and why? You cannot put everything in a contract.”

- Former Unionized Charter School Leader

## The Research Underlying the Framework

We base our framework on insights from research that asked these questions:

1. Where, how, and why have teachers, teachers unions, school systems, and others taken steps to design teacher contracts that enable and catalyze modern classrooms and strengthen the teaching profession?
2. How can these changes in teacher contracts and bargaining processes take hold in more places across the country? What are the accompanying opportunities and risks, and why?

Our research began with a systematic review of academic articles and reports on innovative

contracting,<sup>62</sup> unionism, labor-management relations, collective bargaining and negotiation practices, and the history of teachers unions. The goal was to (1) understand how teacher contracts took their current form, and (2) learn from research and current and past practices on innovative contracting and collective bargaining in K-12 public education.

We interviewed 84 leaders in teaching and learning, school funding, school management, school transformation, collective bargaining, union building, teacher contracts, labor-management partnerships, family engagement, and community organizing to learn more about how teacher contracts and their bargaining processes can advance or inhibit improvements in public education.

Finally, we analyzed 41 teacher contracts identified via research and interviews,<sup>63</sup> building on an analysis of 50 teacher contracts conducted by TNTP in an earlier phase of work with E4E. It included analysis of the content and architecture of contractual provisions. Where appropriate, we investigated how each teacher contract changed over time and the bargaining processes and wider forces that led to codification.

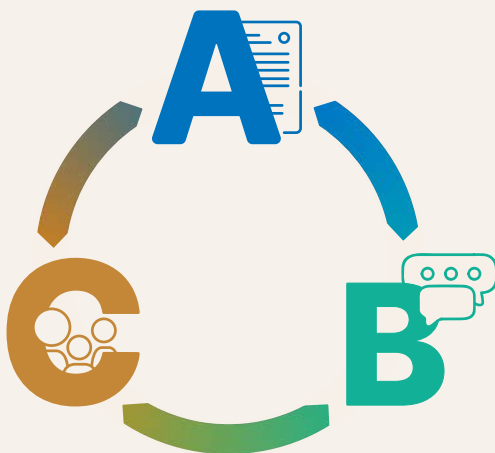
Over the course of our research, we (1) isolated examples of teacher contract provisions and structures, bargaining approaches, and

relationship-building processes aligned to the needs of modern classrooms;<sup>64</sup> (2) extrapolated common themes and concepts from those examples; (3) organized those ideas into a preliminary conceptual framework; (4) field-tested that framework with experts and leaders in K-12 public education, labor-management partnerships, and contracting; and (5) revised the conceptual framework now set forth below.

## The ABCs of CBAs

Our conceptual framework organizes the components of teacher contracts for the modern classroom into the ABCs of CBAs: A, the agreement itself and its various provisions; B, the bargaining process, including both formal and informal interactions and relationship-building

processes; and C, the collective of stakeholders involved in educating K-12 students. First, we define the conceptual framework and a set of cross-cutting design principles. Then, we explore what it can look like in practice.<sup>65</sup>

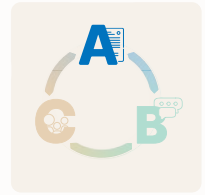


**Agreements** that are backed by research, keep students at the center, and promote shared decision-making and problem-solving.

**Bargaining**, both formal and informal, that encourages transparency, collaboration around shared interests, joint problem-solving, and building stronger relationships among people working together to educate students.

A **Collective** that is inclusive, supported, and strategically engaged through a diversity of opportunities for participation in the building, implementation, and improvement of teacher contracts for the modern classroom.

# A AGREEMENT: THE WHAT



The Agreement, or contractual documentation, is the memorialization of teachers' terms of employment and various educational policies and practices—the rights, benefits, responsibilities, and obligations of teachers. Teacher contracts often are complemented by a suite of Memorandums of Understanding (MOUs),<sup>66</sup> side letters, appendices, and other documents.<sup>67</sup>

Research shows that in many cases, the policies codified in teacher contracts today are rigid, not student-focused, and do not serve teachers well, individually or collectively. For example, take a common provision found in many teacher contracts—a “steps and lanes” teacher compensation structure. This approach pays all teachers uniformly, increasing pay based only on years of experience and attainment of an advanced degree, even though evidence points to the fact that

this compensation method is not what teachers want and is not what is best for students.<sup>68</sup>

Encouragingly, our research also reveals promising examples of contractual provisions that, by contrast, emanate from a shared, student-focused purpose; flexibly support those closest to the work in tailoring policies to meet local needs and changing circumstances; anchor on a strong research base; encourage iteration and innovation; and facilitate opportunities for authentic, inclusive stakeholder participation. These examples—explored below—offer both inspiration and guidance for how to chart a different contractual path that is better suited for the modern classroom, and that better serves students, families, and teachers alike.

“The CBA is good for [certain policies] but not for [others]. [We] need to understand the difference. . . . A lot of times our teachers are saying, ‘We are not being heard anywhere,’ and ask [to include in CBAs] things that shouldn’t be in CBAs [just] because no one is listening.”

- Teachers Union Leader

“The toughest thing to get [to] in collective bargaining is ‘yes.’”

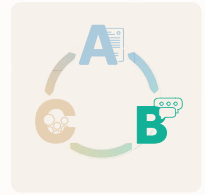
- Teachers Union Leader







# BARGAINING: THE HOW



Bargaining is the comprehensive approach used to arrive at codified agreements. In contexts where collective bargaining is legal, bargaining involves a structured collective negotiation process. Where it is not legally required or recognized, bargaining might involve informal negotiations between contracting parties or their representatives. That said, formal bargaining and negotiation processes often occur within an intricate web of relationships and practices, including labor-management partnerships, working groups, informal conversations and meetings, information-sharing sessions, learning retreats, problem-solving, program design, and relationship- and capacity-building activities. Viewed holistically, these processes constitute “bargaining.” Collective bargaining has a formal start and end date, but the broader work often does not.

Designing contract provisions for the modern classroom requires ingenuity, collaboration, and a commitment to solving problems to meet the needs of students, families, and teachers. It is difficult to create these conditions through bargaining as usual. In many systems, contract negotiations are competitive, adversarial, fixed on predetermined positions, and predicated on power.<sup>69</sup> The fact that negotiating counterparts “have feelings, opinions, values, and unique backgrounds that contribute to what they do and say”<sup>70</sup> is often forgotten. Moreover, formal and informal bargaining is typically opaque and closely guarded, with relevant information (e.g., priorities, financial realities) unclear to the “opposing” party and the broader community. Communication channels are poor, and negotiators lack training. As one teachers union leader

commented, “Bargaining on behalf of a constituency . . . works best when you have had . . . training . . . . There have been breakdowns or bad results or unintended consequences, often [because of] a lack of preparation.”

Yet our research reveals that it does not have to be this way. With a shared commitment to improving students’ experiences and outcomes in schools, it is possible to overcome the inertial forces that so often shackle bargaining in K-12 public education to a tradition that no longer serves students nor teachers well. Across the country, there are people who choose to collaborate—rather than compete—with each other; to communicate—rather than withhold—information; and to prioritize—rather than neglect—the relationships that are so central to any effort to improve K-12 public education.

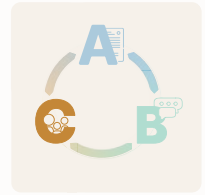
“We don’t have a culture [in this country] where collaboration is acceptable. . . . It gets you attacked. In union relations, the default position is, ‘We’re us and they’re them and we have to fight for everything we get.’”

- Former Union Leader

“The [contract negotiation] process has always seemed chaotic and unstructured, and [often] comes down to the wire, especially in recent history.”

- Former School System Staff

# COLLECTIVE: THE WHO



The Collective is the full set of contributors working to ensure students and their families are well-served by their school system and who participate (or could participate) in bargaining—as broadly defined above—to define and codify agreements. Defined this way, the Collective includes not only the school system and teachers union leaders, but also could—in different ways—include teachers, students, families, community members, paraprofessionals, school board members, and others.

In most contexts today, school system leaders, union leaders, and their lawyers are the main, if not the only, participants in formal and informal contract negotiations. Our research reveals that teachers, paraprofessionals, teacher residents, families, community members, students, and others are often not informed, let alone involved. Indeed, until a final product is drafted and presented on a take-it-or-leave-it basis, even teachers—a contract’s main beneficiary—rarely, if ever, have opportunities to provide substantive input or feedback on their contracts, much less on the processes that lead to

codification. (This does not include union solicitation of member input, which is an important means of engagement but can focus on a set of matters that reflect union leadership priorities.) As one community activist commented, “There needs to be . . . [a] more intentional incorporation of families and communities.”

All that said, our research also reveals instances where limited, superficial engagement was replaced by a rich diversity of voices, experiences, and expertise, as well as concerted efforts—though certainly not yet perfect—to facilitate and support their participation.

It is clear that the status quo of the A(greement), B(argaining), and C(ollective) in many school systems across the country is in need of change—building teacher contracts for the modern classroom requires approaching each of these components with attention to three cross-cutting design principles.

“The current backlash . . . is real parental frustration regarding how the education system is responding to the needs of students and communities.”

- Philanthropic Leader

“The bargaining process is not a representative exercise of what teachers in a community want.”

- Education Researcher



# Design Principles

Building teacher contracts for the modern classroom requires adherence to three design principles: shared, student-focused purpose; flexible, transparent design; and authentic participation.



## Shared, student-focused purpose

The interests of K-12 public education stakeholders often are portrayed as oppositional—that is, what is good for teachers is not good for students and families, and vice versa. In most cases, however, this is a false dichotomy. K-12 public education that is student-focused not only strengthens student experiences and outcomes but also empowers teachers and elevates the profession. Efforts to build teacher contracts for the modern classroom must be motivated by a shared resolve to provide students what they need to succeed, as defined by the evolving evidence base and the voices of students, parents and caregivers, and teachers.



## Flexible, transparent design

Schools operate in rapidly changing circumstances, and for students and families with context-specific, highly differentiated needs. We need carefully constructed but also pliable structures to guide the design of our policies, the way we bargain, and how we think about the collective.



## Authentic participation

The challenges that K-12 public education faces require deep collaboration at both the system and school levels to build teacher contracts for the modern classroom. To optimize such collaboration, stakeholder engagement must be purposefully designed to elicit meaningful and informed contributions from the full set of individuals and groups involved in educating children, including teachers, school system leaders, union leaders, families, students, community members, school board members, and paraprofessionals.







“Understanding the value of relationships is so important if you are going to go into any contract negotiation.”

- Former Teachers Union Leader



# The ABCs as Powered by Design Principles

When operating optimally in accordance with the design principles, the A, B, and C feed into—and reinforce—each other in a virtuous cycle, where the whole becomes greater than the sum of its parts.

	<p>Bargaining results in the Agreement; a Bargaining process based on a shared, student-focused purpose, consensus-building, joint problem-solving, and information-sharing increases the likelihood of an effective, student-centered Agreement. It further helps to cultivate the transparent, productive working relationships crucial for effective and sustained implementation of the Agreement.</p>
	<p>Bargaining focused on joint problem-solving—and not restricted to formal negotiation processes—leaves space for contributions and input from the Collective.</p>
	<p>The Agreement can contain provisions that support effective Bargaining (e.g., information-sharing regimes, shared decision-making structures, local autonomy mechanisms which require collaboration between districts and schools, and the like).</p>
	<p>The Agreement can establish structures for engaging the Collective in meaningful ways (e.g., enshrining shared values/missions, consultation systems, family conferences/events) and is more likely to create coherence along the full spectrum of people participating in the education of students.</p>
	<p>Bargaining that leverages the Collective will be more informed, inclusive, collaborative, and equitable.</p>
	<p>An Agreement that leverages the Collective will be more effective, equitable, student-focused, and vision-aligned; community investment and long-term commitment to the codified provisions is also more likely.</p>

# The ABCs of CBAs Applied

When applied to the Agreement, Bargaining, and Collective of CBAs, the design principles take different forms.




The following examples illustrate the framework when enacted in accordance with the cross-cutting design principles just described.

**Visit [whereweagree.org](http://whereweagree.org)** to learn more about what specific contract changes teachers across the country are calling for, explore contractual examples, and read case studies spotlighting how districts went about making contractual change.

A

## A(greement) Applied

When the design principles are applied to the A(greement), they reflect a student-focused purpose that unites actors in the school system, place a premium on flexibility and local autonomy, and establish structures to meaningfully engage stakeholders.

Design Principle	Application to A(greement)
 <p><b>Shared, student-focused purpose</b></p>	<ul style="list-style-type: none"> <li>Collectively motivates actors based on what students need</li> <li>Establishes a shared mission and set of values</li> <li>Applies the evidence base to local conditions</li> </ul>
 <p><b>Flexible, transparent design</b></p>	<ul style="list-style-type: none"> <li>Promotes locally tailored solutions</li> <li>Advances iterative designs, anticipating uncertainty and acknowledging incomplete information</li> <li>Leverages instruments such as MOUs and side letters creatively; and uses mandates sparingly, instead leveraging (as appropriate) contractual mechanisms such as standards, incentives, options, defaults, and penalties</li> </ul>
 <p><b>Authentic participation</b></p>	<ul style="list-style-type: none"> <li>Creates opportunities for ongoing learning and improvement within and across hierarchies</li> <li>Equips actors with relevant insight or skill to work together to solve problems</li> </ul>



## Shared, Student-focused Purpose

Contracts for the modern classroom—through preambles and specific policies—reflect a shared purpose centered on students. In doing so, they draw from the evolving evidence base about how students learn; incorporate the voices of students, families, and teachers; and consider what teachers want for themselves and their students. They also seek to establish a shared mission and set of values and apply an evidence base to local conditions. In essence, a shared vision functions like a magnetic field: an “invisible but . . . extremely strong force that holds [people and the organization] together.”<sup>72</sup>

**Preambles.** Preambles can be powerful levers for aligning on shared goals and catalyzing change, especially when they are supported by specific policies that enact what they envision. As one former teachers union leader noted, “The preamble was meaningful. . . . It was about working together.” One example of a meaningful preamble is in the Lawrence (Massachusetts) Public Schools teacher contract,<sup>73</sup> codified in connection with the state receivership set up in 2011. The preamble begins by acknowledging historic challenges: “In the past,

## Should this be in a contract?

Teacher contracts are not always the best way to bring about change. Where a desired change is not governed by the teacher contract, and instead is addressed elsewhere (e.g. in specific program documents), the contract is likely not the place to start. Moreover, silence in a contract can be empowering—and afford the space for school systems and their teachers to nimbly adapt to changing circumstances and differentiated contexts, and to pursue novel initiatives.<sup>71</sup>

common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school’s unique needs.”<sup>74</sup>

It then sets forth a new vision for the future: “Central to the vision of the Lawrence Public Schools is the empowerment of individual schools in a decentralized district environment.”<sup>75</sup> This, along with a set of specific provisions designed to bring the vision to life, served as a powerful catalyst for change.<sup>76</sup>

## Glenview Community Consolidated School District 34’s Constitution

The Glenview (Illinois) Community Consolidated School District 34 teacher contract—what it calls its “Constitution” (because it does not set out prescriptive rules as responses to past problems, but instead, creates “public spaces for empowerment and ongoing [shared] decision making” and articulates “a partnership between the community . . . and the profession”<sup>77</sup>)—contains a preamble that expressly acknowledges the role of the family in a child’s education. It says, “Glenview Public Schools shall assist parents in fulfilling their responsibilities by providing a quality educational program which is based on the premise that each child can learn.”<sup>78</sup> It enshrines a set of unifying principles including a commitment to “broad-based involvement in decision making . . . [and] structures and processes which rely on collaboration and consensus”<sup>79</sup> and “encourag[es] innovation and creative risk-taking.”<sup>80</sup> The vision set forth in the preamble is evident throughout the contract. As just one example, the District Coordinating Council—a decision-making body charged with monitoring adherence to and amending the contract—requires a caregiver member.

**Specific policies.** Beyond preambles and policy enactments, many contracts contain provisions that aim to achieve a shared purpose centered on what students need, the evidence base, and commitment to a shared mission and set of values. One example concerns evidence-driven efforts to depart from traditional contract policies requiring seniority-based layoffs, or Last In-First Out (LIFO) policies, which are required by law in 12 states and permitted in 20.<sup>81</sup> A report jointly authored by TNTP and E4E found that teachers of color in nearly every state—37 of the 40 where data were available—are disproportionately new to the profession compared with their White peers, putting these teachers at risk for layoffs under LIFO policies,<sup>82</sup> which further contributes to the lack of teacher diversity that research has shown detrimentally impacts student achievement.<sup>83</sup> But, some teacher contracts have departed from strict LIFO policies. For instance, the Urban Prep Academies (Illinois) teacher

contract<sup>84</sup> establishes an order of layoffs that begins with teachers “whose most recent summative performance evaluation rating is unsatisfactory,” followed by substitutes and temporary teachers, and finally in order of lowest to highest score based on a matrix that rates teachers holistically according to planning and preparation, classroom environment, and instruction (among other criteria).<sup>85</sup> As another example, the LTA-Lindsay (California) Unified School District teacher contract uses a variety of factors in determining priority for transfer.<sup>86</sup> It stipulates that when there are multiple qualified applicants for a vacant position, the criteria for selection include experience as well as training, special skills, and performance on previous evaluations.<sup>87</sup> These examples offer opportunities to look beyond the status quo in prioritizing educator effectiveness, demonstrating the influence that teacher contracts can have over teaching and learning when collectively motivated by what students need.



### Flexible, Transparent Design

In addition to advancing a shared vision, contracts for the modern classroom leverage flexible, transparent designs so that the governing structures created can nimbly adapt to context-specific conditions and changing circumstances.

**School-level flexibility.** Teacher contracts can promote locally tailored solutions through provisions that advance school-level flexibility. For example, the Long Beach (California) Unified School District teacher contract<sup>88</sup> includes a clause that allows any provision in the contract to be waived by school sites with a two-thirds vote if the waiver supports the broader educational mission of the school district.<sup>89</sup> In recent years, Long Beach has used the waiver to modify, among other things, school schedules. As another example, the Lawrence Public Schools’s teacher contract

establishes teacher leadership teams as a school-level entity with decision-making authority over curriculum, professional development, schedule, class size, and other matters.<sup>90</sup> Similarly, the San Diego (California) Unified School District teacher contract<sup>91</sup> introduces site governance teams, acknowledging that while there is “no one best way to organize a school, a classroom or an educational program,”<sup>92</sup> the “quality of decision-making is best when the process is closest to and includes all stakeholders on school-site governance teams, which should include parents, community representatives, administrators, certificated staff members, classified staff members, and when appropriate, students.”<sup>93</sup> Provisions like these empower schools to adopt policies best suited to their local contexts. As one researcher observed, “Without school-level autonomy, it is difficult to treat teachers differently,





### Flexibility in Lindsay, CA

Compared with typical teacher contracts across the country, the LTA-Lindsay Unified School District contract is noticeably shorter and more open-ended—often silent on issues typically spelled out in teacher contracts. For instance, Article 19.7 introduces a joint committee—comprising teachers and administrators—to provide input on student achievement standards, but it does not specify the form that input should take or how that input should influence decision-making. The absence of prescriptive guidelines and rules creates room for teachers and administrators to collaborate in charting a course that is best-suited to the specific needs and contexts of the school system and its students. Depending on the context, silence can be as powerful a force for flexibility as contractual devices that actively promote local autonomy.

to reward teachers differently . . . Leaders [need] autonomy to do what is best for their communities.”

**Ongoing iteration.** Teacher contracts also can support a system’s ability to adapt to new information and changing needs through provisions requiring ongoing evaluation, learning, and iteration.<sup>94</sup> For example, the Ravenswood City (California) School District contract<sup>95</sup> contains a designated reopener clause setting out certain provisions such as class size and compensation that can be renegotiated at specified times during the contract’s term.<sup>96</sup> Similarly, the 2007-10 Montgomery County (Maryland) Public Schools teacher contract<sup>97</sup> subjected its career lattice program (which provides for greater career mobility compared to the traditional career “ladder”) to yearly evaluation based on quantitative and qualitative indicators (such as student achievement data and teacher satisfaction, among other measures). It stipulated that, if determined to be ineffective, the program could be amended or discontinued.<sup>98</sup> These provisions allow administrators and teachers to learn from implementation of particular contractual provisions and associated educational policies—measuring their success against agreed-upon criteria, quickly determining whether they are having the desired effect, and modifying or abandoning them if not.

Memorandums of Understanding are also a useful avenue for implementing such provisions given their heightened flexibility in timeline and application to particular schools but not others. As Professors Saul Rubinstein and John McCarthy note, “Substantive problem-solving, innovation, and willingness to experiment” are common among collaborative school systems with strong student outcomes;<sup>99</sup> the aforementioned contract provisions encourage and enable such efforts.

**Contractual options and incentives.** Additionally, academic research and our contracts examination reveal how teacher contracts can avoid rigid, prescriptive mandates and instead leverage standards, options, and incentives. For example, the LTA-Lindsay Unified School District contract specifies the maximum length of the work day (7½ hours) without setting a minimum or start and end times, and it explicitly allows for flexible start and end times upon mutual agreement between the bargaining unit member and the school leader.<sup>100</sup> To encourage using options to their full potential, teacher contracts can take advantage of so-called “penalty defaults”—in which the default requirement, if no alternative approach is jointly developed, is relatively unattractive for all involved (e.g., for both teachers and school leaders), thus incentivizing

them to come up with an alternative both parties find more congenial under their circumstances.<sup>101</sup> For example, a simple penalty default could be a contractual stipulation that a school system will provide funding or other incentives for schools that choose to explore a particular policy option—in which case the unattractive “default” for schools that do not take action is the absence of the funding or other incentive. Alternatively, a contract could state that if a school does not take advantage of certain policy flexibilities or options by a specified date, it will forgo that flexibility for the remainder of the contract period—the “penalty” here is the school being locked into the incumbent position with no room to maneuver.

### Class Size and Lindsay, California



The LTA-Lindsay teacher contract stipulates class size maximums in Article 16. But it states: “The above indicated maximums may be exceeded when there is mutual agreement between the Bargaining Unit Member and the District that such excess is acceptable.” The contract provides the flexibility and freedom for district and union—guided by a common vision—to depart from the contract where deemed necessary and appropriate.<sup>102</sup>

### Ongoing Iteration around the Length of the School Day in Meriden, Connecticut



When Meriden (Connecticut) Public Schools (MPS) secured support from its school board and teachers, and funding, to extend the length of its school day, it did not immediately move to amend its teacher contract. Instead, it utilized a memorandum of understanding (MOU) because, according to MPS Superintendent Mark Benigni, “Memorandums of understanding are a key vehicle to bringing new innovations and student-centered initiatives to our schools and students without violating union contracts.”<sup>103</sup> Benigni added, “The MOU has given our school system an opportunity to pilot new initiatives without the fear of the program becoming permanent or binding . . . [It provides] a window of time to evaluate the program and determine if it’s something that should become part of a binding contract . . . [and] allows staff and management to try something out first before locking us into an agreement that [might not] meet the needs of our students.”<sup>104</sup> For these reasons, the MOU is a useful tool for facilitating innovation, particularly outside of formal contract negotiations.

“A contract needs to be able to respond to the dynamic education landscape that we’ll all be in for the next 10 years, and it’s obviously not. With the pace of change that’s possible, we can’t keep up with how society or its needs are changing. And so you don’t want to memorialize something unless you believe in it deeply and it has demonstrated impact.”

- Education Non-Profit Leader



## Authentic Participation

Finally, teacher contracts can provide opportunities for diverse groups to participate in the adoption and implementation of educational policies and in the discovery and development of solutions to problems as they become evident. As Professors Rubinstein and McCarthy point out, a sustaining factor for collaboration and innovation within school systems is “involvement of community or parent groups in school-based governance structures, or in district-level planning processes.”<sup>105</sup> Enhanced engagement better leverages the knowledge, experiences, and expertise of those closest to problems. It also builds the capacities, habits, and relationships needed to avoid reliance on formal and adversarial grievance, arbitration, and other dispute resolution procedures that strain resources, take a lot of time, and often keep people from working together in service of shared goals.

For example, the Cincinnati (Ohio) Public Schools teacher contract<sup>106</sup> establishes an Instructional Leadership Team for each school that includes not only the principal and teachers, but also non-teaching staff and parent representatives. The team shares decision-making power over matters including instruction, school operations, training, and budgetary issues.<sup>107</sup>

Some teacher contracts contain joint committees, typically consisting of school system leaders, teachers union representatives, and teachers.<sup>108</sup> Though our research reveals variability in the quality and efficacy of committees, often depending on their structure and how well members are trained and facilitated, joint committees can advance collaboration, shared problem-solving, and better decision-making. Additionally, joint committees can include stakeholders beyond school system and union representatives. For instance, the St. Francis (Minnesota) Area Schools teacher






## Compensation, Teacher Evaluation and Peer Assistance in Ravenswood, California

The Ravenswood City (California) School District teacher contract not only establishes across-the-board salary raises for teachers,<sup>113</sup> but it also introduces a salary scale where advancement is based on teacher evaluation ratings from the prior year.<sup>114</sup> The Ravenswood City School District contract further sets out a detailed, robust peer assistance provision that requires the assisting teacher to jointly develop an improvement plan with the evaluator of the assisted teacher to offer support such as (but not limited to) opportunities to observe better-performing teachers, and to monitor and reflect on the progress of the assisted teacher.<sup>115</sup>

contract<sup>109</sup> establishes professional and curriculum development committees made up of “all peer leaders at the site and others representing non-teaching staff, parents, and administrators.”<sup>110</sup> The 2016-19 DCPS teacher contract introduced a school personnel committee (tasked with interviewing and recommending candidates for vacant positions at a school) consisting of the building supervisor, a teachers union building representative, the relevant department head, between one and four teachers elected by the teachers union chapter of the school, and a parent agreed upon by the teachers union building representative and building supervisor.<sup>111</sup> Committees are only as good as their implementation, but they do create opportunities to engender a culture of inclusiveness that can permeate the school and broader system.<sup>112</sup>

# B(argaining) Applied

When the design principles are applied to B(argaining), the process more closely resembles joint problem-solving as opposed to competition, enjoys greater informational transparency, and emphasizes tailored capacity building.

Design Principle	Application to (B)argaining
 <p><b>Shared, student-focused purpose</b></p>	<ul style="list-style-type: none"> <li>Reframes the effort as being about shared work and building strong working relationships, within and outside formal negotiations</li> <li>Creates shared objectives and mutually agreed upon criteria for assessing success against those objectives</li> <li>Agrees on the plan for implementation<sup>116</sup></li> </ul>
 <p><b>Flexible, transparent design</b></p>	<ul style="list-style-type: none"> <li>Supports co-creation, focuses on common interests and concerns rather than predetermined positions, and creates space for more than one right answer</li> <li>Establishes clear communication channels</li> <li>Leverages creative, tailored mechanisms for collaborating and jointly solving problems within and outside formal negotiations</li> </ul>
 <p><b>Authentic participation</b></p>	<ul style="list-style-type: none"> <li>Sets norms of engagement and adheres to them</li> <li>Provides varied ways for parties to interact and exchange information</li> </ul>



## Shared, Student-focused Purpose

Many experts in labor-management partnerships and collective bargaining, not to mention many individuals who have sat at K-12 public education bargaining tables, agree that bargaining—and all the joint work that happens off-cycle—needs to be reframed as a process through which the parties engage in collaboration and problem-solving in service of mutual concerns, rather than competition and a territorial battle for positions.<sup>117</sup> Research also shows that bargaining with informational transparency<sup>118</sup> and without a zero-sum game mindset are more likely to succeed.<sup>119</sup>

Central to this effort is the ability of bargaining parties to identify and relate to a shared purpose.<sup>120</sup> In K-12 public education, this rallying point should center around student needs. As one community activist said, “If the powers that be [took] a child-centered approach [as opposed to] an adult-centered approach, there would be better outcomes.” As we have noted, although often cast as diametrically opposed, school system and teacher and union priorities can find common ground around the goals of effective teaching and student learning. For example, the Envision Education (California) administration recognized the need to ground



improvement efforts on shared values, and emphasized fostering a system-wide culture that prioritizes high quality professional development and performance assessment to strengthen teaching and improve student learning. One way it did this was through frequent, informal meetings with union representatives. As a former member of the Envision team commented, it was “really [about] getting teachers to be in partnership with administration—to find a third way” in service of students and their families. As another example, in response to the difficulties faced by Ravenswood City School District in attracting and retaining its teachers (given the rising cost of living and salary competition from surrounding school systems), its administration and union leaders rallied around the shared purpose of enhancing the attractiveness of teaching in its schools.<sup>121</sup> This collaborative effort—which

involved regular multi-channel communication and information-sharing, as well as intentionally designed bargaining sessions—led to the adoption of a career ladder that tied salary increases to summative teacher evaluation ratings.<sup>122</sup>

Of course, to ensure that a shared purpose strengthens student experiences and outcomes, implementation matters as much as policy design. Steps toward effective implementation include agreeing at the outset how certain implementation processes will work over time;<sup>123</sup> post-bargaining training to build capacity and unite parties in a common understanding of what contract implementation requires;<sup>124</sup> and honestly and transparently acknowledging funding considerations that might affect implementation.

“Writing language is the easiest thing to do . . . the hard part is how you sell it, how you make people agree to it.”

- Teachers Union Leader



### Flexible, Transparent Design

Formal and informal bargaining—reimagined—has the potential to free parties from rigid, adversarial and industrial models of negotiations in favor of approaches that develop strong, trusting working relationships among parties. Such efforts create the conditions necessary to build the effective contractual provisions previously outlined and strengthen the ability of individuals to work together to effectively meet the needs of students and their families.

**Co-creation.** Co-creation, during and outside formal negotiation, can advance collaboration. For example, it can help reveal deeper, long-term

interests (i.e., needs and wants) that sit behind bargaining positions,<sup>125</sup> and it can encourage parties to speak more transparently about those interests (as well as concerns such as financial realities) with the goal of reaching consensus.<sup>126</sup> Professors Rubinstein and McCarthy explain that, with these approaches, parties “experience each other not as adversaries, but as colleagues with overlapping interests who can work together to improve teaching and learning.”<sup>127</sup> Put another way, the relationship should not be one of “power over but instead power with one another.”<sup>128</sup> Evidence suggests that these shifts

yield more flexible and collaborative contractual provisions<sup>129</sup> and cultivate more productive working relationships between bargaining parties that can increase the likelihood of successful contract implementation.<sup>130</sup> Crucially, recent research points to “a significant link between such collaboration and student performance.”<sup>131</sup>

Another approach is to create space for more than one right answer, for example, by requiring parties to expand the range of possible solutions to be considered through brainstorming and withholding judgment,<sup>132</sup> and by generally encouraging an open mindset.<sup>133</sup> Although state law dictates how collective bargaining operates, it is possible—with efforts underway for decades—to find new ways to formally bargain and informally collaborate. Such possibilities are explored by organizations like the Albert Shanker Institute, The Union Reform Network (TURN), and the Consortium for Educational Change, as well as by proponents of Interest-Based Bargaining. As one expert in Interest-Based Bargaining described: “First understand individual interests, and then [find] common interests and . . . brainstorm options based on [those] common interests, build[ing] a dialogue around the [shared] interests . . . [that] leads to a better solution.”

**Communication.** Clear, open communication channels, including regular meetings between union and administration at both the system and school or site levels, are helpful.<sup>138</sup> In particular, what the National Labor Management Partnership’s Collaborating for Student Success Guidebook calls “role-alike communication”—regular communication between individuals occupying similar positions in their organizations—“allows partners [in collaboration] to understand their counterpart’s perspectives and challenges, facilitates on-the-ground problem-solving, and helps surface issues that need attention and that can be addressed

## Interest-Based Bargaining

Interest-Based Bargaining (IBB) is a collaborative approach to negotiations focused on mutual and individual interests rather than positions, re-conceiving bargaining parties as collaborators rather than adversaries or competitors. IBB scaffolds the bargaining process with training, an agreed-upon engagement protocol, side-by-side rather than us-versus-them visual structures (such as seating arrangements),<sup>134</sup> and strong facilitation.<sup>135</sup> Used within and outside of K-12 public education, IBB has led to more flexible contract provisions on issues such as work rules and pay arrangements and to more positive working relationships.<sup>136</sup> For instance, Medina (Ohio) City Schools began using IBB in the 1990s, leading to mutual gains on matters of discipline and class size and a sustained positive school system-union relationship.<sup>137</sup>

“The trust barrier is a huge one. [Trust is] easy to lose and hard to build.”

- Former School Systems Leader

collaboratively.”<sup>139</sup> As one teachers union leader shared, “It is very difficult for me to even have [an] audience with our superintendent [outside] contractual meetings. . . . [As a result] we keep hitting brick walls.” In Hillsborough County (Florida) Public Schools, the human resources deputy superintendent conducted monthly formal meetings with the union, in addition to being “in frequent (often daily) informal communication to discuss issues, solve problems, and head off concerns long

before they reach the grievance procedure.”<sup>140</sup> Likewise, in Lindsay Unified School District, the assistant superintendent and teachers union president meet monthly to discuss matters ranging from building-level concerns to higher-level topics.

### **Mechanisms supporting off-cycle collaboration.**

The periods between collective bargaining cycles can be fertile ground for relationship-building and joint problem-solving. This is especially true given the stigma (and often, reality) of adversarialism and competition associated with formal negotiations. Indeed, parties need not wait for collective bargaining to commence in order to begin building toward the adoption of new ideas and initiatives—

and there are a number of mechanisms which can support such off-cycle work. One example, discussed above, is the MOU. Used optimally, the MOU is a powerful tool that can not only enable crucial modifications to be made in school systems where time is of the essence, but also facilitate ongoing iteration with less formality.

“I reached out to the bargaining unit [and] we had a conversation about what is most important to us. We started with ground rules about what we wanted to have at our meetings . . . and built agendas together.”

- Former School Systems Leader



### **Authentic Participation**

#### **Tailored preparation and structured facilitation.**

Participation is a function of not only expanding who participates (more on that below) but also preparing participants to engage effectively. In turn, this requires careful structuring and facilitation of and training for the conversations at hand, as well as concerns for the appropriate time demands, political challenges, and other realities for participants. As a teachers union leader explained, collaborative and integrative bargaining “is a process that has much in common with good facilitation, [and it] requires processes and skills.” Pre-negotiation training—an opportunity for the parties involved to level-set—plays an important role.<sup>141</sup> As one example,

when Ramsey County, Minnesota adopted IBB, it involved all interested parties in the planning phase; “two days of intensive training emphasizing team building and communications were conducted for the management and union bargaining teams.”<sup>142</sup> IBB is not the only comprehensive way of promoting collaboration and joint problem-solving. Another example is the Center for Public Research and Leadership (CPRL) at Columbia University’s Leading Through Learning framework, which lays out a series of steps for defining and facilitating progress toward broadly shared goals centrally while enabling diverse communities to develop and effectively implement most solutions locally.<sup>143</sup>

**Open information exchange.** In addition, the collective bargaining process can embed different ways for parties to exchange relevant information. For example, in ABC Unified (California) School District, school system and union leaders convened a district leadership team several times a year. That team, union representatives, and building leaders participated in annual retreats to share learnings and democratize new ways of thinking and generating solutions to shared problems.<sup>144</sup> In Needham, Massachusetts, the former union president relied on standing monthly meetings between union leaders and system administrators to share information and discuss matters of concern.<sup>145</sup> And in Ravenswood City School District, the superintendent and teachers union president meet to assess the resources needed for a particular change and to learn together.

“If you curate the right table, you’ll get [to a good contract]. But it can’t start at negotiation.”

- Former School Systems Staff

**Relationships.** Finally, as discussed above, in many school systems with high relational trust between union and system leaders, significant time is dedicated to cultivating and maintaining strong relationships outside formal bargaining. As a former teachers union leader recalled, “I would call [the superintendent] . . . [W]e were not enemies . . . We talked about [and] understood . . . the political reality [that we] had to deal with.”

“Places where we’ve seen the contract be leveraged successfully are places where there are strong relationships [and] where leadership is willing to think in deep and systemic ways alongside management that is willing to set up the way. And setting up governance structures where you’re not just coming to the table for negotiations . . . but you have a system where [you’re] regularly meeting together to talk about the vision and goals for teaching and learning and thinking about how it relates to working conditions. . . . [W]hen it comes time for collective bargaining . . . there can be flexibility and movement.”

- Former School Systems Leader










# The C(ollective) Applied

When the design principles are applied to the C(ollective), it transforms into a body that is as inclusive and diverse as it is dynamic, benefiting from a range of differentiated, supported engagement opportunities. It is not just the content of teacher contracts (Agreements) and how you agree on the content (Bargaining); it is about who contributes, and how.

Design Principle	Application to the (C)ollective
 <b>Shared, student-focused purpose</b>	<ul style="list-style-type: none"><li>• Maintains focus on the importance of effective agreements and bargaining to high-quality student experiences and outcomes</li></ul>
 <b>Flexible, transparent design</b>	<ul style="list-style-type: none"><li>• Embraces the fluid nature of the collective</li><li>• Provides a range of differentiated opportunities for participation by various members of the collective</li></ul>
 <b>Authentic participation</b>	<ul style="list-style-type: none"><li>• Includes tailored opportunities and supports for varied stakeholders to maximize their potential to contribute holistically to stronger policy design, implementation, and refinement</li></ul>



## Shared, Student-focused Purpose

As one researcher noted, “Finding common interest is key. . . . You have all these shared interests around teaching and equity,” and using them to fuel the work is essential. Each member of the collective—including classroom teachers closest to the work, school-level leaders, paraprofessionals, students, family members, school board members, and researchers—possesses crucial, context-specific information, insights, and experiences about the

inner workings of a school system: what is effective educational policy, and what is not; the challenges of implementation; where inequities reside; and students’ most pressing needs. As Professor Susan Moore Johnson argues, broadening the perspectives included and assembling around a shared, student-focused purpose can neutralize scarcity mindsets that often hamstring bargaining and the resulting agreements.<sup>146</sup>



When the collective has a shared purpose and is motivated to improve student learning, the results can be significant. For instance, in Minneapolis, Minnesota, a group of dissatisfied community members successfully advocated for the inclusion of student achievement in the superintendent’s contract. This episode underscored the potential of community action to drive student-focused change via contracts.



### Flexible, Transparent Design

To achieve agreements for the modern classroom and to support their underlying formal and informal bargaining, authentic consideration of the varying relevant perspectives is essential—both because such engagement advances democratic and equitable ideals, and because it serves the instrumental purpose of generating good policy.

Rubinstein et al. alludes to the concept of “multi-stakeholder partnership,”<sup>147</sup> noting that “education, which touches core values of the citizenry . . . requires more than occasional voting . . . [it] requires ongoing forums of discussion and problem-solving involving the multiple stakeholders.”<sup>148</sup> As a 2023 report on Providence (Rhode Island) Public Schools describes, “[T]here is a growing consensus amongst researchers in education . . . that decision-making bodies in school districts should not only take input from a select number of representatives or organizations, but make ongoing community conversations integral to their functioning.”<sup>149</sup> Research out of the Shanker Institute further shows that a common denominator among effective schools is high relational trust among administrators, teachers, and family members, and that such trust can be generated through meaningful teacher involvement, “strong ties among school personnel, parents, and community service

“Our parents need to have a role in informing the best practice conditions [of schools].”

- Family Organizer

providers,” and those stakeholders’ “invested in sharing responsibility for the school’s improvement.”<sup>150</sup>

**Fluidity of the collective.** As mentioned, the collective’s composition shifts according to local context and the times. The proximity of the various stakeholder groups to the problem(s) at hand—and consequently the level of relevant, meaningful insight they might provide—necessarily varies depending on the topic. For instance, when Envision Education’s leaders realized during the pandemic that major changes were needed to adapt to the school closures, it turned to two committees that included teachers and students in lieu of existing decision-making structures to design its distance learning program.

**Differentiated engagement.** Differentiated opportunities for participation are possible, at both the system and school levels. The spectrum of engagement—what Dr. W. Patrick Dolan of Catalyst for Educational Change calls the “decision-making continuum”<sup>151</sup>—can range from regular informational updates to periodic surveys, from focus groups to town halls, and from attendance at public negotiations and meetings to representative participation in bargaining. At a more operational level, working committees that consist of not only administrators, union representatives, and teachers, but students, caregivers, and community members



as well, also hold promise.<sup>152</sup> For example, the Boston (Massachusetts) Public Schools teacher contract<sup>153</sup> establishes school site councils—“the central governing body of the school under the school-based management/shared decision making model”<sup>154</sup>—comprising the principal and elected teachers as well as “parents elected by the parents of children at that school.”<sup>155</sup> In high schools, two voting high school student members are elected by the student body.<sup>156</sup> School site councils can even have “non-voting members [such as] representatives from the business or university community, or representatives of other employee groups in the school.”<sup>157</sup> The Boston Public Schools teacher contract creates another avenue for (parental) stakeholder engagement: any waiver of its provisions requested by a school must be approved by the school’s parent council.<sup>158</sup>

As one local teachers union leader noted, “[We need to] ask: Do [we] have the right people at the table? [Do we] have actionable items? And [are we] being realistic?” For example, allowing the public to observe contract negotiations might constrain unadulterated self-interest and discourage unreasonable bargaining positions; it also can help reveal issues where broad agreement exists. That said, public contract negotiations run the risk of inhibiting problem-solving, discouraging parties from divulging their real interests and concerns, and triggering stalemates. Context can help determine the extent to which making all or parts of the negotiating process public would facilitate better outcomes for students.<sup>159</sup> What is clear is that, whatever the mode of engagement, a “deliberative culture” within a school system—where administrators make a “commitment to routine deliberation with the public”—is key.<sup>160</sup> And importantly, authentic, equitable opportunities to participate will require attentiveness to the

financial, time, and other constraints faced by potential participants.

Some school systems have structures in place to engage their collective. For example, Hillsborough County (Florida) Public Schools established School Advisory Councils (charged with school planning) that included community members, and its administration worked to develop strong relationships with local businesses.<sup>161</sup> Norfolk (Virginia) Public Schools had meet and confer sessions between the administration and teachers union to discuss problems of mutual concern, as well as a walkthrough protocol where administrators and teachers visited other schools to “evaluate student performance, teaching methods, and instructional practice and give feedback to stimulate a professional dialogue.”<sup>162</sup> The Plattsburgh (New York) City School District has a District-Wide Educational Improvement Council that convenes monthly and includes administrators, union leaders, teachers, and caregivers.<sup>163</sup> More recently, parent and community groups have suggested ways of giving caregivers more meaningful insight into and influence in contract negotiations through enhanced transparency, information-sharing with families, and structures for inviting caregiver input on agreements and memorandums of understanding.<sup>164</sup>

Of course, there is no one right way to engage a broad set of people in contributing to a shared set of ideas that ultimately are codified in a document like a teacher contract. Indeed, while broad consensus exists that the tent of who participates in the decisions that ultimately find their way into teacher contracts needs to be bigger, ideas and models for how to make this happen are still developing.



## Authentic Participation

The groups that form the collective have different needs. To engage them in building contracts for the modern classroom, it is essential to provide access to information about key developments and decisions occurring within school systems (and at the bargaining table, if appropriate), as well as to an up-to-date, research-backed evidence base.<sup>165</sup> For instance, in Meriden (Connecticut) Public Schools, the teachers union conducts training for its members to enhance their understanding of the negotiation process and to raise concerns so that they can be reflected during bargaining. Glenview (Illinois) Community Consolidated School District 34 establishes a District Coordinating Council that gathers and disseminates information related to its contract<sup>166</sup> and develops and oversees a “training program for . . . all certificated staff members . . . [and] administrators.”<sup>167</sup>

“There is talk ahead of time about [our] thoughts so there [are] no surprise[s] during the meeting.”

- Teachers Union Leader

Additionally, language support like translation services and multilingual content, and multiple ways of accessing information and providing input (e.g., in person, via telephone calls, in print, and through digital media) may be helpful. Introductory courses on finance/accounting, cheat sheets on school system finances, summaries of key contract provisions, and well-researched backgrounders on policy options can also help support participation.

“Teachers are at the ground level. We see the problems first-hand, we see the changes first-hand. If we’re not involved in the big shifts and decisions, we end up getting burned out treating the symptoms of a problem each day because we weren’t consulted in designing the cure.”

- Teacher





# Looking Ahead

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Our K-12 public education system must become more collaborative, flexible, democratic, equitable, and future-ready if it is going to serve our students and families well moving forward. The profession of teaching undeniably must be at the center of any effort to improve the system. Collective bargaining agreements are one potentially powerful resource to harness the power of the teaching profession for this transformation—and to ensure it is centered on student needs, on evidence, and on the pursuit of equity and of excellence for students and their families.

This report sets forth a conceptual framework—the ABCs of CBAs—that seeks to instill a sense of optimism about what is possible when teacher contracts are taken up as an essential lever for unleashing the power of the modern classroom and endeavors to illuminate a path forward. The A(greement), B(argaining), and C(ollective) are, in essence, three intertwined parts of a composite whole—each component strengthened by its relation to the other, representing the necessary “what,” “how,” and “who” of teacher contracts for

the modern classroom—and a vision for how these contracts can be empowering catalysts for change.

By building on existing research and interviews with a range of leaders in the field, the ABCs of CBAs has practical—as well as conceptual—application. Our design principles—shared, student-focused purpose; flexible, transparent design; and authentic participation—provide guidance for how school systems, teachers unions, community members, and other stakeholders can begin, and continue, to engage in this ongoing process of reimagining the teacher contract.

As we work to build on where people agree, the ABCs of CBAs provides a vision for capitalizing on teacher contracts as a powerful built-in lever for defining or redefining the work of teaching to strengthen the profession, ready our public school systems for today and tomorrow, and most important of all, meet the needs of students and their families.

# Endnotes

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- 6 Center for Public Research and Leadership (CPRL), “Curriculum-Based Professional Learning: The State of the Field,” September 2022, <https://cpri.law.columbia.edu/sites/default/files/content/CPRL-CBPL-Report-FINAL-0908.pdf>.
- 7 See, e.g., “Teacher Leadership,” *United Federation of Teachers*, <https://www.uft.org/your-union/uft-programs/teacher-leadership>; “Teacher-Leadership Pathways,” *Charlotte-Mecklenburg Schools*, <https://www.cmsk12.org/Page/260>; <https://www.newleaders.org/programs/leadership-pathways>.
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- 11 Education Research Strategies, “A Vision for a Reimagined Teaching Job,” April 2022, <https://www.erstrategies.org/cms/files/5259-teaching-job-vision-paper.pdf>.
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- 19 Voices from the Classroom 2023, 60-61, 64.
- 20 Voices from the Classroom 2024, 23.
- 21 Voices from the Classroom 2023, 42.
- 22 Voices from the Classroom 2020, 51.
- 23 Voices from the Classroom 2024, 46.
- 24 Voices from the Classroom 2022, 15, 28.
- 25 Voices from the Classroom 2023, 42.
- 26 Voices from the Classroom 2024, 50.
- 27 Dana Goldstein, *The Teacher Wars: A History of America's Most Embattled Profession* (New York: Doubleday, 2014), p. 153.
- 28 Ibid, 73.
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- 30 "About Us," American Federation of Teachers, <https://www.aft.org/about/history>.
- 31 Ravitch, "Why Teacher Unions are Good for Teachers—and the Public"; Ibid.
- 32 Michael Fultz, "The Displacement of Black Educators Post-Brown: An Overview and Analysis," *History of Education Quarterly* 44, no. 1 (2004): 11- 45. <http://www.jstor.org/stable/3218109>.
- 33 Sabrina Holcomb, "The History of NEA," NEA, May 26, 2021, <https://www.nea.org/about-nea/mission-vision-values/history-nea>.
- 34 Ibid; "About Us," American Federation of Teachers, <https://www.aft.org/about/history>; Jane C. Timm, "NAACP, Teachers Union Part of Group Buying \$1M ad spot in Federal Voting Rights Bill Fight," April 19, 2021, *NBC News*, <https://www.nbcnews.com/politics/elections/naACP-teachers-union-part-group-buying-1m-ad-spot-federal-n1264426>.
- 35 Jo Anderson Jr., "Leading, Organizing, and Engaging Members Through a Comprehensive Teachers Union, p. 369.
- 36 *Encyclopedia Britannica Online*, s.v. "Taft-Hartley Act," accessed December 13, 2023, <https://www.britannica.com/money/topic/Taft-Hartley-Act>. In particular, the Taft-Hartley Act gave employees the right not to join unions; set restrictions on strikes; specified unfair union practices; and narrowed the definition of "unfair labor practices".
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- 38 Susan Moore Johnson, and Susan M. Kardos, "Reform Bargaining and Its Promise for School Improvement," In *Conflicting Missions? Teachers Unions and Educational Reform*, edited by Tom Loveless, 10-12, Brookings Institution Press, 2000.
- 39 Saul Rubinstein and John E. McCarthy, "Public School Reform Through Union-Management Collaboration," *Advances in Industrial and Labor Relations* 20, (2012): 1-50. [https://stsroundtable.com/wp-content/uploads/Public-School-Reform-Through-Union-Management-Collaboration-Rubinstein\\_McCarthy-2013.pdf](https://stsroundtable.com/wp-content/uploads/Public-School-Reform-Through-Union-Management-Collaboration-Rubinstein_McCarthy-2013.pdf).

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- 41 Illinois, “Quinn Administration Submits ‘Race to the Top’ Application Seeking \$510 million in Education Funds,” January 19, 2010, <https://www.illinois.gov/news/press-release.8205.html>. Race to the Top engendered divergent responses from teachers unions: constructive support for their states’ applications for grants, and vehement opposition to them; Opinion, “Unions v. Race to the Top,” *Wall Street Journal*, January 7, 2010, <https://www.wsj.com/articles/SB10001424052748703483604574630423614312770>.
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- 44 Brad Spangler, “Integrative or Interest-Based Bargaining,” June 2003, *Beyond Intractability*, [https://www.beyondintractability.org/essay/interest-based\\_bargaining](https://www.beyondintractability.org/essay/interest-based_bargaining).
- 45 “What is Bargaining for the Common Good?”, Rutgers School of Management and Labor Relations, accessed November 13, 2023, <https://smlr.rutgers.edu/faculty-research-engagement/center-innovation-worker-organization-ciwo/bargaining-common-good>.
- 46 Connecticut General Assembly, *Teachers and Superintendents*, Conn. Gen. Stat Title 10, Chapter 166, §10-153d.(b), [https://www.cga.ct.gov/current/pub/chap\\_166.htm#sec\\_10-153d](https://www.cga.ct.gov/current/pub/chap_166.htm#sec_10-153d).
- 47 Furthermore, §10-148(a) prescribes various requirements that professional development programs in Connecticut must adhere to—including that such programs must not be “fewer than eighteen hours in length, of which a preponderance [must be] in a small group or individual instructional setting.” Similarly, §10-151b. sets out certain rules governing teacher evaluation and support programs; §10-156a. establishes a minimum duty-free lunch period of 30 consecutive minutes; and §10-156. mandates that teachers in Connecticut must have at least 15 days of sick leave annually. These statutory controls restrict the content of what school districts and unions can agree on through bargaining.
- 48 Connecticut General Assembly, *Teachers and Superintendents*, Conn. Gen. Stat Title 10, Chapter 166, §10-153f.(b), [https://www.cga.ct.gov/current/pub/chap\\_166.htm#sec\\_10-153f](https://www.cga.ct.gov/current/pub/chap_166.htm#sec_10-153f) (if, by 160 days prior to the budget submission date, no agreement is reached).
- 49 *Ibid*, §10-153f.(c)(1), [https://www.cga.ct.gov/current/pub/chap\\_166.htm#sec\\_10-153f](https://www.cga.ct.gov/current/pub/chap_166.htm#sec_10-153f) (if, by the 4th day following the end of mediation or 135 days prior to the budget submission date, whichever is sooner, no agreement is reached).
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- 52 *Ibid*.
- 53 *Ibid*.
- 54 Patricia Saenz-Armstrong, “Do State Collective Bargaining Rules Influence District Teacher Policies?”, *National Council on Teacher Quality*, November 11, 2021, <https://www.nctq.org/blog/Do-state-collective-bargaining-rules-influence-district-teacher-policies>.
- 55 U.S., Council of the District of Columbia, *Evaluation Process for Public School Employees*, Code of the District of Columbia, 1-617.18, Adopted Oct. 16, 2006, <https://code.dccouncil.gov/us/dc/council/code/sections/1-617.18>.
- 56 MCL 423.215.



- 57 Mark R. Lowery, “Report: LIFO Policies Threaten Teacher-Diversity Gains,” *EdPost*, March 1, 2023, <https://www.edpost.com/stories/report-lifo-policies-threaten-teacher-diversity-gains>.
- 58 Susan Moore Johnson, “Chapter 28: Unionism and Collective Bargaining in the Public Schools” (1987). Research suggests that labor relations follow a complex pattern, including periods of high trust, conflict, institutionalization, and subsequent conflicts influenced by citizens, school board members, and the strength of the union, while various factors like key actor personalities, district size, community labor traditions, and local economic conditions can influence district-level labor relationships.
- 59 Saul Rubinstein and John E. McCarthy, “Public School Reform Through Union-Management Collaboration,” *Advances in Industrial and Labor Relations* 20, (2012): 23. [https://stsroundtable.com/wp-content/uploads/Public-School-Reform-Through-Union-Management-Collaboration-Rubinstein\\_McCarthy-2013.pdf](https://stsroundtable.com/wp-content/uploads/Public-School-Reform-Through-Union-Management-Collaboration-Rubinstein_McCarthy-2013.pdf). For example, in ABC Unified School District, the “stability of leadership in both the administration and the union, and their history of working together, were critical factors in building trust and institutionalizing the culture of collaboration, and the systems of shared decision-making that operate daily in the district”; *Ibid*, 28. A commitment to professional development within a district—as in the case of Hillsborough County Public Schools—can generate confidence in the internal labor market and encourage the district to “fill positions with talented employees who are familiar with the culture, have strong working relationships.”
- 60 *Ibid*, 18. Research suggests that in a number of school districts with collaborative district-union relationships, administration leadership “have come up through the districts themselves, some serving as teachers and union members before joining the administration. This use of an internal labor market allowed the culture of collaboration to be carried on seamlessly by allowing trust to be built between leaders who knew each other and worked together for years.”
- 61 *Ibid*.
- 62 See Appendix: Reference List compiling literature reviewed.
- 63 See Appendix: Teacher Contracts Reviewed compiling teacher contracts analyzed.
- 64 In identifying potentially relevant contracts, our research team examined the extent to which the agreements emphasized student-centered and/or evidence-supported policies, collaboration and joint decision-making, flexibility and local autonomy, equity, and stakeholder engagement.
- 65 Of course, as alluded to above, the application of this framework in any given school system depends on context (such as, but not limited to, a contract’s interaction with state law).
- 66 See, for example, the Lawrence Public Schools teacher contract, which provides (at a school level) for the execution of a MOU on stipends, positions, duties and amounts for a particular school year.
- 67 Because of this, teacher contracts are rarely standalone documents, but instead, are composite governing documents.
- 68 Education Research Strategies, “Designing a Strategic Compensation Model: Why Salary Matters to the Sustainability of the Teaching Job,” <https://www.erstrategies.org/cms/files/5750>; *Voices from the Classroom* 2023 and 2024.
- 69 Arthur Conrad Ebert, “How One Public School District Implemented Interest-Based Bargaining,” Masters diss., (Eastern Michigan University 2017), p.3.
- 70 Katie Shonk, “Six Guidelines for ‘Getting to Yes,’” Harvard Program on Negotiation (blog), July 31, 2023, <https://www.pon.harvard.edu/daily/negotiation-skills-daily/six-guidelines-for-getting-to-yes/>.
- 71 See the “Flexibility in Lindsay, CA” example below.
- 72 Jo Anderson Jr., “Leading, Organizing, and Engaging Members Through a Comprehensive Teachers Union, p. 383.
- 73 Lawrence Public Schools Teacher Contract.
- 74 *Ibid*, Part 1, Introduction.
- 75 *Ibid*.
- 76 Education Research Strategies, “Back From the Brink – Lawrence, MA: How a Bold Vision and a Focus on Resources Can Drive System Improvement,” 20/20 Case Study, April 2015.

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- 78 Glenview Public Schools Constitution: An Agreement Between The Glenview Education Association and The Board of Education, *Preamble*, effective 2019 through 2023.
- 79 Ibid, Principle 3.
- 80 Ibid, Principle 6.
- 81 Educators for Excellence and TNTP: So All Students Thrive, *Rethinking Layoff Policy to Protect Teacher Diversity*, (2023) <https://soallstudents thrive.org/wp-content/uploads/2023/03/So-All-Students-Thrive-Rethinking-Layoff-Policy-to-Protect-Teacher-Diversity-v2.pdf>. By way of background, in the 20 states that allow LIFO policies, the decision of whether to use them is made locally and typically is included in teacher contracts; Patricia Saenz-Armstrong, “Teacher Layoffs May Be Coming. How Do Districts Decide Who to Let Go?”, National Council on Teacher Quality, February 9, 2023, <https://www.nctq.org/blog/Teacher-layoffs-may-be-coming.-How-do-districts-decide-who-to-let-go>. According to a 2023 scan by the National Council on Teacher Quality, about a third of the nation’s 148 largest districts have LIFO policies; Cristina Sepe and Marguerite Roza, “The Disproportionate Impact of Seniority-Based Layoffs on Poor, Minority Students,” Center on Reinventing Public Education, May 2010, <https://crpe.org/the-disproportionate-impact-of-seniority-based-layoffs-on-poor-minority-students/>. But, evidence suggests that these LIFO policies run the risk of removing high-quality teachers from classrooms, exacerbating teacher turnover in hard-to-staff schools, and undercutting diversity efforts. A 2010 study of California districts by the Center for Reinventing Public Education found that the schools most at risk of losing teachers under LIFO policies are those that serve the most low-income students and students of color; Matthew Ronfeldt, Susanna Loeb, and James Wyckoff, “How Teacher Turnover Harms Student Achievement,” *American Educational Research Journal* 50, no. 1 (2013) <https://journals.sagepub.com/doi/abs/10.3102/0002831212463813>). LIFO, then, can exacerbate teacher turnover challenges that already disproportionately impact these schools and are shown to impede student learning.
- 82 Lowery, *LIFO Policies*, <https://www.edpost.com/stories/report-lifo-policies-threaten-teacher-diversity-gains>.
- 83 Dr. Kisha N. Daniels, “Teacher Workforce Diversity: Why It Matters For Student Outcomes,” *The Hunt Institute*, August 2022.
- 84 Agreement Between the Chicago Teachers Union Local 1, AFT-IFT/AFL-CIO and Urban Prep Academies, effective November 15, 2018 through July 1, 2024.
- 85 Ibid, Article 19.2.
- 86 Agreement Between the Lindsay Teachers Association/CTA/NEA and the Lindsay Unified School District, effective July 1, 2022 through June 30, 2025.
- 87 Ibid, Article 18.1.3.
- 88 K-12 Teachers Contract Between the Long Beach Unified School District and the Teachers Association of Long Beach, effective May 13, 2022 through June 30, 2025.
- 89 Ibid, Article XV, B.
- 90 Lawrence Public Schools Teacher Contract, Article 22.
- 91 Agreement Between the Board of Education of the San Diego Unified School District and the San Diego Education Association, effective July 1, 2020 through June 30, 2022.
- 92 San Diego Unified School District Teacher Contract, Article 24.4.
- 93 Ibid.
- 94 Sylvain Chassang, “Building Routines: Learning, Cooperation, and the Dynamics of Incomplete Relational Contracts,” *The American Economic Review* 100, no. 1 (2010): 448-465.; Ronald J. Gilson, Charles F. Sabel and Robert E. Scott, “Contract and Innovation: The Limited Role of Generalist Courts in the Evolution of Novel Contractual Forms,” *New York University Law Review* 88, no. 170 (2013). This idea is rooted both in the academic literature on contracting for innovation (which is not specific to K-12 public education), and appears in a number of K-12 education contracts. For example, in manufacturing, technology, pharmaceuticals, and other industries, contracts establish structures that facilitate “learning in an imperfect monitoring context,” or what Professors Ronald Gilson, Charles Sabel, and Robert

Scott call “contextualizing regimes:” frameworks that replace rigid rules and policies with support and monitoring of close collaboration and joint decision-making among stakeholders; continuous and transparent information-sharing; and ongoing adjustment of parties’ rights and obligations as they explore new opportunities and seek to mitigate attendant risks.

- 95 Agreement Between Ravenswood City School District and Ravenswood Teachers’ Association, effective July 1, 2019 through June 30, 2022.
- 96 Ibid, Article 20.4.
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## Appendix: Teacher Contracts Reviewed

No.	Contract	State	Effective Period
1	The teacher contract entered into between the ABC Unified School District and the ABC Federation of Teachers, Local #2317, California Federation of Teachers, American Federation of Teachers, AFL-CIO	California	July 1, 2020 through June 30, 2025
2	The teacher contract entered into between the Baltimore Teachers Union, American Federation of Teachers, Local 340, AFL-CIO and Baltimore City Board of School Commissioners	Maryland	July 1, 2021 through June 30, 2023
3	The teacher contract entered into between the Boston Teachers Union, Local 66 AFT Massachusetts, AFT, AFL-CIO and the Boston School Committee	Massachusetts	September 1, 2021 through August 31, 2024
4	The teacher contract entered into between Camino Nuevo Charter Academy and Camino Nuevo Teachers Association	California	July 1, 2018 through June 30, 2021
5	The teacher contract entered into between Camino Nuevo Charter Academy and Camino Nuevo Teachers Association	California	July 1, 2021 through June 30, 2024
6	The teacher contract entered into between The Board of Education of the City of Chicago and the Chicago Teachers Union Local 1, American Federation of Teachers, AFL-CIO	Illinois	December 7, 2016 through June 30, 2019
7	The teacher contract entered into between The Board of Education of the City of Chicago and the Chicago Teachers Union Local 1, American Federation of Teachers, AFL-CIO	Illinois	July 1, 2019 through June 30, 2024
8	The teacher contract entered into between the Cincinnati Board of Education and the Cincinnati 3 Federation of Teachers Local 1520 AFT, OFT, AFL-CIO	Ohio	July 1, 2017 through June 30, 2020
9	The teacher contract entered into between the Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT-AFT/AFL-CIO and Civitas Schools, LLC	Illinois	October 30, 2009 through June 30, 2013
10	The teacher contract entered into between Clark County School District and the Clark County Education Association	Nevada	October 28, 2021 through June 30, 2023
11	The teacher contract entered into between the Washington Teachers Union Local #6 of the American Federation of Teachers and the District of Columbia Public Schools	Washington DC	October 1, 2016 through September 30, 2019
12	The teacher contract entered into between the Washington Teachers Union Local #6 of the American Federation of Teachers and the District of Columbia Public Schools	Washington DC	October 1, 2020 through September 30, 2023

13	The trust agreement entered into between the Denver Classroom Teachers Association and the Board of Education of School District No. 1 in the City and County of Denver for the professional compensation system for teachers	Colorado	Effective February 2, 2006; restated to include amendments through March 1, 2020
14	The teacher contract entered into between Envision Education and Envision United CTA/NEA	California	July 1, 2020 through June 30, 2023
15	The teacher contract entered into between the Glenview Education Association and the Board of Education of the Glenview Public Schools	Illinois	July 1, 2019 through June 30, 2023
16	The teacher contract entered into between Green Dot Public Schools California, a California Not-For-Profit Corporation and the Asociación de Maestros Unidos, CTA/NEA	California	July 1, 2022 through June 30, 2025
17	The teacher contract entered into between Harriet Tubman Village Charter School and San Diego Education Association	California	July 1, 2022 through June 30, 2024
18	The teacher contract entered into between Hopkinton School District and Hopkinton Education Association	Massachusetts	July 1, 2022 through June 30, 2025
19	The teacher contract entered into between the Board of School Commissioners of the City of Indianapolis and the Indianapolis Education Association	Indiana	July 1, 2021 through June 30, 2023
20	The teacher contract entered into between the Kansas City Federation of Teachers and School-Related Personnel and Kansas City Public Schools Administration	Missouri	July 1, 2021 through June 30, 2024
21	The teacher contract entered into between the Board of the School Trustees of the Lafayette School Corporation and the Lafayette Education Association	Indiana	July 1, 2022 through June 30, 2023
22	The teacher contract entered into between Lawrence, Massachusetts School Committee and Lawrence Teachers' Union Local 1019, American Federation of Teachers, AFL-CIO	Massachusetts	July 1, 2017 through June 30, 2020
23	The teacher contract entered into between the California School Employees Association Lindsay Chapter No. 438 and Lindsay Unified School District	California	July 1, 2023 through June 30, 2026
24	The teacher contract entered into between the Lindsay Teachers Association/CTA/NEA and Lindsay Unified School District	California	July 1, 2022 through June 30, 2025
25	The teacher contract entered into between Long Beach Unified School District and the Teachers Association of Long Beach	California	May 13, 2022 through June 30, 2025
26	The teacher contract entered into between Menlo Park City School District Board of Education and Menlo Park Education Association	California	July 1, 2017 through June 30, 2020

27	The teacher contract between the Meriden (CT) Board of Education and the Meriden Federation of Teachers	Connecticut	September 1, 2023 through August 31, 2026
28	The teacher contract entered into between Education Minnesota St. Francis Local 1977 and Independent School District No. 15	Minnesota	July 1, 2021 through June 30, 2023
29	The teacher contract entered into between Montgomery County Education Association and Board of Education of Montgomery County, Rockville, Maryland	Maryland	July 1, 2007 through June 30, 2010
30	The teacher contract entered into between Montgomery County Education Association and Board of Education of Montgomery County, Rockville, Maryland	Maryland	February 23, 2021 through June 30, 2022
31	The teacher contract entered into between The Chicago Teachers Union, Local 1, American Federation Of Teachers, AFL-CIO and Namaste Charter School, Inc.	Illinois	[July 1] 2019 through June 30, 2022
32	The teacher contract entered into between Oakland Unified School District and Oakland Education Association	California	July 1, 2018 through June 30, 2021
33	The teacher contract entered into between the Philadelphia Federation of Teachers and the School District of Philadelphia	Pennsylvania	September 1, 2021 through August 31, 2024
34	The teacher contract entered into between School District No. 1 Multnomah County Oregon and the Portland Association of Teachers	Oregon	July 1, 2022 through June 30, 2023
35	The teacher contract entered into between Ravenswood City School District and Ravenswood Teachers' Association	California	July 1, 2019 through June 30, 2022
36	The teacher contract entered into between the Rockford Education Association, Inc. and the Rockford Board of Education, Rockford Public Schools, District No. 205, Winnebago County, Rockford Illinois	Illinois	July 1, 2021 through June 30, 2025
37	The teacher contract entered into between the Board of Education of the San Diego Unified School District and the San Diego Education Association	California	July 1, 2020 through June 30, 2022
38	The teacher contract entered into between San Juan Unified School District and San Juan Teachers Association	Puerto Rico	July 1, 2021 through June 30, 2023
39	The teacher contract entered into between the Springfield Education Association and the Springfield School Committee for the Springfield Empowerment Zone Partnership School	Massachusetts	July 1, 2021 through June 30, 2022; July 1, 2022 through June 30, 2025
40	The teacher contract entered into between Summit Public Schools and Unite Summit, CTA/NEA	California	July 1, 2022 through June 30, 2025
41	The teacher contract entered into between The Chicago Teachers Union, Local 1, AFT-IFT/AFL-CIO and Urban Prep Academies	Illinois	November 15, 2018 through July 1, 2024