

FINDING TIME FOR TEACHER COLLABORATION:  
A CONTENT AND LEGAL ANALYSIS OF THE ROLE OF COLLECTIVE  
BARGAINING IN TEACHER COLLABORATION TIME

by

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## ABSTRACT

### FINDING TIME FOR TEACHER COLLABORATION: A CONTENT AND LEGAL ANALYSIS OF THE ROLE OF COLLECTIVE BARGAINING IN TEACHER COLLABORATION TIME

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It is commonly observed that elementary and secondary teachers often work in isolation and that providing opportunities for teachers to work together helps improve student outcomes. But it can be difficult to find time for teacher collaboration, whether in professional learning communities, grade-level teams, or other collaborative groups. Given the extensive role of collective bargaining agreements in governing teachers' hours and working conditions, this study explores the role of collective bargaining in creating time for teacher collaboration. Using legal and content analyses, the study examines scope-of-bargaining statutes in each state to determine the extent to which district and union leaders are required to bargain over teacher time. It also uses the content-analysis

methodology to review how collective bargaining agreements from thirty-one of the nation's largest school districts restrict or promote teacher time for collaboration.

The study concludes that collective bargaining plays a considerable role in teacher collaboration time. Not only do most states have statutes that require stakeholders to bargain to create opportunities for collaboration time, the resulting collective bargaining agreements directly and indirectly affect time for collaboration. These findings establish that in almost all states where collective bargaining is required, school officials and teachers cannot advance teacher collaboration without the assistance of collective bargaining. Moreover, success in creating collaboration time depends largely on how the collective bargaining agreements restrict or promote that time. In light of these findings, the study recommends that local leaders and state policymakers take steps to promote teacher collaboration through collective bargaining by (1) prioritizing and reducing teacher workload; (2) removing teacher duty-hour limits; (3) expanding noninstructional time, including through additional teacher-collaboration set-asides; and (4) involving school leadership in determining how noninstructional time is used.

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## Chapter I

### INTRODUCTION AND OVERVIEW

#### **Overview of the Study**

Elementary and secondary educators across the country, supported by research, have embraced within-school collaboration as a key ingredient of school improvement (Anrig, 2013; Bryk et al., 2010; Hargreaves, 2007). As it happens, education leaders of all different stripes, who often disagree strongly on other education-policy matters, share a commitment to school-level collaboration. In New York City, for example, strange bedfellows Chancellor Joel Klein and American Federation of Teachers President Randi Weingarten together advocated one of the district's less-heralded reforms – collaborative inquiry teams – that made teachers a larger part of the school-based decision-making processes (Klein & Weingarten, 2008).<sup>1</sup> The New York City Department of Education launched the collaborative inquiry approach in 2007-2008 so that teachers could work together to examine data to improve instructional strategies and curriculum (Talbert, 2011). The inquiry team initiative (later called collaborative inquiry initiative) was charged with building internal accountability for continuous improvement, breaking down teacher isolation, and spreading effective practices through organizational learning (Talbert, 2011). It often involved grade-level or subject department teams examining student performance data and using the evidence to make instructional decisions (Talbert, 2011). The good news: these teams repeatedly proved successful in changing teacher

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<sup>1</sup> American Federation of Teachers President Randi Weingarten has repeatedly lauded the importance of teacher collaboration for school improvement outside the context of New York City as well (e.g., Weingarten, 2012).

perspectives and classroom practices (Robinson, 2010; Talbert, 2011). And, as discussed in detail in Chapter II, these changes lead to improved student outcomes.

The challenge is that the necessary conditions are not always in place for collaboration efforts to succeed, including in New York City where school leaders ultimately had trouble finding enough time for collaboration. While collaborative inquiry teams often proved successful, schools commonly struggled to implement them, because teachers (in secondary schools especially) found it difficult to carve out dedicated time for the inquiry work (Robinson, 2010; Talbert, 2011). As one observer explained, “schools vary widely in both frequency and reliability of time designated for teacher inquiry” and “[s]ome teams floundered because their scheduled meeting time was often co-opted for another purpose, such as planning for summer school or professional development for a curriculum project” (Talbert, 2011, p. 149). The lack of time might not be the only reason that teams struggled, but it plainly is a major factor. Despite the challenges of finding time, some committed leaders figured out a way to foster their own conditions for success: for instance, one high school’s principal and union representative rallied their teachers to vote for an extended school day once a week to create time for the inquiry teams (Robinson, 2010). Still, apparently changes like this were the exception, not the norm; time for collaboration was frequently absent (Robinson, 2010; Talbert, 2011).

Some observers blame collective bargaining agreements (CBAs) for how difficult it is for school leaders to find teacher collaboration time, alleging that CBAs constrain teacher work hours and schedules (Hess & West, 2006; Price, 2009). These critics claim that CBAs limit scheduling flexibility in several ways: some contracts have specified the

number of hours teacher can work in a day, the number of minutes they need to be in the classroom, or how much “prep” time they must have (Hess & West, 2006; Johnson & Donaldson, 2006). Yet other CBAs limit the number of classes teachers can have back-to-back, complicating the scheduling of common planning time (Johnson & Donaldson, 2006).

But research studies to date have yet to examine what role collective bargaining has on teacher time for collaboration, if at all, and thus whether it is fair to place the blame at the feet of CBAs. There exists a threshold question on whether a school district and the teacher union must bargain on collaboration time in the first place. For those jurisdictions that do require or permit bargaining that impacts collaboration time, there is a follow-on question of how CBAs contractually support or hinder collaboration time through their numerous provisions. Thus this study examines whether the various state bargaining statutes dictate that district and union leaders must bargain over issues relating to teacher time, as well as the role CBAs currently play in collaboration time. To answer these questions the study conducted content analyses of state scope-of-bargaining statutes and CBAs to assess the role that collective bargaining plays in finding time for collaboration. The balance of this introduction discusses the context and contributions of the study and presents the research questions.

### **Context, Personal Interest, and Significance**

Answering these questions about collaboration time and collective bargaining is important because collaboration can be a critical element of school success by strengthening professional learning, improving decision quality, and legitimizing school-level decisions. This collaborative approach to public administration is not novel and has

made itself known under almost as many names as there are disciplines. In the management and sociology fields, it is often called “organizational learning” (Higgins et al., 2011). Lawyers, political scientists, and political philosophers commonly refer to it as “new governance,” “pragmatism,” “democratic experimentalism,” and “democratic deliberation” (Ansell, 2011; Liebman & Sabel, 2003). And educators have widely adopted the term “professional learning communities” (PLCs) to capture the practice of collaboration at the school level (Higgins et al., 2011). While the contours of these approaches differ slightly, they are all variations of the same theory: professionals make better decisions and learn from one another when they experiment and solve problems together (Gallucci, 2008; Higgins et al., 2011; Leithwood et al., 1998).

Many education leaders and scholars have fully embraced these ideas. Professional learning communities, with their accompanying emphasis on sociocultural learning between education professionals, are ubiquitous in education leadership literature as well as in districts across the country (Anrig, 2013; Talbert et al., 2010). These professional learning communities emphasize collaborative work and discussion among the school’s professionals and use of data to improve teaching and learning (Anrig, 2013; Giles & Hargreaves, 2006; Schildkamp et al., 2016). For example, since 2006-2007 Sanger Unified School District in California has been operating district-mandated professional learning communities across its schools – learning communities that collaboratively use evidence to make school-wide and classroom decisions (David & Talbert, 2012).

This strong focus on deliberation also appears to be an important mark of successful school-improvement efforts. Research abounds demonstrating that school-

level collaboration is a critical part of school improvement (Anrig, 2013; Bryk et al., 2010; Hargreaves, 2007). And one of the reasons I decided to focus my research on the conditions for collaboration and deliberation is because of what I witnessed firsthand in dozens of turnaround schools across the country, from rural Arizona to inner-city Boston, while serving as a Deputy Assistant Secretary for Policy at the U.S. Department of Education. All of these schools I visited were identified as the lowest-performing schools in their states and had received significant funding under the federal School Improvement Grant (SIG) program to help turn around the school. While at the schools, I spoke with hundreds of teachers, administrators, parents, and students. They convinced me that the low-performing schools on the upswing were those with strong collaboration efforts, which included both teachers and administrators.

For example, students at Emerson Elementary School in Kansas City, Kansas, experienced dramatic improvement because of the school's SIG interventions and its focus on collaboration. Ninety percent of students at Emerson were eligible for free or reduced priced lunches, and it was awarded a School Improvement Grant in 2009 partly because it was identified as one of the lowest-performing schools in Kansas. During my visit there in 2012, I saw how teachers and administrators were working together through professional learning communities to turn around the school. Principal Brett Bernard explained: if true change were to happen, he said, "it had to come from within them – and from within the PLCs." After three years, Emerson increased the percentage of students proficient in reading from 35% in 2009 to 80% in 2012; the percentage of students proficient in math increased from 45% to 85% (Schultz, 2013). Several SIG-funded reforms, like extended day and revamped literacy programs, contributed to the school's

success. But for Principal Bernard, perhaps the most important factor was “building a collaborative, risk-taking culture.”

A study by the Department of Education’s Institute of Education Sciences similarly concluded that collaboration took on an important role in turnaround schools, finding that most of the SIG schools in their study’s sample demonstrated improvements in teacher collaboration even in the first year of the three-year grant (Le Floch et al., 2014). Citing prior research, the study emphasized that teacher collaboration, among other factors, can be an important leading indicator of turnaround progress (Le Floch et al., 2014). A teacher at one of the SIG sample schools explained: “I have amazing, supportive professional relationships with other teachers. . . . We have been given a lot of opportunities during professional development and common planning time to build relationships, so when things get tough and stressful, we can go to each other” (Le Floch et al., 2014, p. 108). What these researchers and I saw at these turnaround schools played no small part in convincing me to focus my research on how policymakers can strengthen the conditions necessary for effective collaboration.

One of the key conditions for successful collaboration is dedicated time for collaboration. But teachers in most schools spend their time in isolation, which some scholars claim breeds a lack of reflection, evaluation, and experimentation (Darling-Hammond, 1997). While surface-level collaboration can happen by the water cooler or in the hallways, effective collaboration requires time set aside for that purpose (Darling-Hammond, 1997; Johnston & Tsai, 2018; Leithwood et al., 1998; McDonnell & Weatherford, 2000). Teachers need the dedicated time to review data, debate issues, and plan solutions together. This deliberation can be accomplished through school

improvement committees, student intervention groups, grade-level coordination teams, subject-matter planning sessions, and so on. These are time-intensive activities, and in most schools the typical schedule does not provide that kind of space. And even when principals or teacher-leaders commit themselves to creating that time, they run into roadblocks.

Much of the difficulty in finding time for collaborative processes is related to schools' inability to control their schedules and teacher hours. With more control over schedules and hours in hand, school leaders and teachers could create the space needed for collaboration to happen. For example, schools can rejigger schedules to create common planning periods; extend school days for some teachers; redesign the schedule so that teachers are freed up by specialized classes like art, physical education, and student assemblies; combine classrooms to free teachers to meet; and stagger teachers' schedule by day, week, or even months (Burnette, 2002; DuFour, 2003; Murphy, 1997; White & McIntosh, 2007).

While all of these redesigned schedules could increase collaboration, a concern is that CBAs do not build in time for collaboration into the contracts and/or do not afford schools enough control over teacher schedules and time to create these opportunities for collaboration. Naturally some of the constraints can be attributed to federal and state policies that mandate how and where teachers spend their time, like class-size policies, required hours of instruction, and attendance at team meetings for students with individualized education plans. And some of the constraints can be attributed to central office's and school board's attempts to maintain schedule consistency across a district's schools. But even well-intentioned educators set on bestowing increased scheduling

authority to schools – within the constraints set forth by federal and state policies – may be frustrated in the end by collective bargaining agreements. Some claim it is difficult to carve out the necessary time for professional learning communities and other collaboration efforts because work hours and schedules are frequently constrained by union contracts (Johnson & Donaldson, 2006; McLaughlin & Talbert, 2006). In other words, they maintain that there is insufficient time for successful collaboration and that collective bargaining agreements often fetter their attempts to create more time.

School leaders in the District of Columbia (DC), for example, ran into a collective-bargaining roadblock when attempting to expand the length of days in their schools. There, the chancellor of the District of Columbia Public Schools (DCPS), Kaya Henderson, prioritized in her 2015 budget expanding school days in the district's lowest-performing schools, understanding that expanded time would give students more learning opportunities and teachers more opportunities to collaborate (Austermuhle, 2014; Brown, 2014). Henderson and DCPS viewed extended school days as a key reform for raising student achievement and competing against a growing DC charter school sector, whose schools often have longer days. With a pilot program's promising test scores in hand, Henderson attempted to extend the school day at forty-two of the district's lowest-performing schools, budgeting additional teacher pay and asking the teachers at each school to vote on the issue. If the teachers voted for an extended day, Henderson promised the money would follow. Extending the school day is not popular with some parents and teachers who have after-school obligations, and Henderson wanted to test popular opinion through a school-wide vote.

According to Henderson, what seemingly stopped DCPS in its tracks was not funding, political will, or even teacher support; it was the collective-bargaining agreement requirements. The teachers' union leadership insisted that the extended school day should be decided at the bargaining table, not negotiated by each school.

Washington Teachers' Union President Elizabeth Davis objected to the school-site votes – telling union members not to participate – because she believed extended days violated the collective-bargaining agreement. In the end, only two of the forty-two schools voted to implement a longer day (Brown, 2014). Absent the requirement to negotiate over their hours and time, which is required by DC code (D.C. Official Code 1-617.1), DCPS would have been able to implement what they believed to be an essential ingredient for turning around their lowest-performing schools. In this sense, the collective-bargaining statutes as well as local politics can have a direct impact on school reforms, including reforms that support school-level collaboration.

Because collaboration efforts are likely to struggle without dedicated collaboration time, I decided to use content analyses to analyze how scope-of-bargaining statutes and collective bargaining agreements affect collaboration time. Thus the study focuses on two separate but related descriptive questions about collaboration time and collective bargaining:

- (1) To what extent do state scope-of-bargaining statutes require district leaders to bargain over teacher time?
- (2) To what extent do collective bargaining agreements promote or restrict teacher time for collaboration?

In researching these questions, the study makes several contributions to the field of education leadership and policy. First, it sheds light on whether state scope-of-bargaining statutes legally require district leaders to bargain on subjects that affect time for teacher collaboration. Second, it provides district and union leaders with an appreciation for how CBAs impact their ability to create collaborative environments for school improvement. Third, it offers some guidance to educators and policymakers as they address these bargaining issues in the future, including providing examples of how districts use CBAs to promote collaboration time.

## Chapter II

### UNDERSTANDING COLLABORATION AND ITS RELATIONSHIP TO COLLECTIVE BARGAINING THROUGH A REVIEW OF LITERATURE

The study begins with a literature review that discusses whether or not collaboration can meaningfully impact the capacity for school improvement and thus student outcomes. After providing this school-improvement context, I then explore the conditions necessary for collaborative approaches, focusing specifically on the need for dedicated time for collaboration. Finally, the literature review shifts to collective bargaining by both reviewing the legal literature on how courts interpret scope-of-bargaining statutes and examining the role of collective bargaining agreements in finding time for teacher collaboration.

#### **The Relationship Between Collaboration and Student Achievement**

One of the reasons that schools have made repeated efforts to strengthen collaboration is that many educators are convinced that such efforts can improve schools and student outcomes. The 2009 MetLife survey (2009) found that 67% of teachers and 78% of principals believe that increased collaboration would improve student outcomes. Both elementary and secondary teachers share this belief in the power of collaboration, though elementary school teachers (72%) are more convinced than are secondary school teachers (57%) of collaboration's impact on student achievement (MetLife, 2009). The National Center for Literacy Education (2013) conducted a 2012 teacher survey that similarly found that educators are champions of collaboration: 41.9% of surveyed

teachers reported that collaborative inquiry was the single professional learning experience with the greatest impact on their practice.

With this educator interest in collaboration, it is not surprising that researchers have started to examine more carefully whether collaboration improves student outcomes. While there is no silver bullet for changing the trajectory of struggling or middling schools, research on school improvement suggests that professional learning communities and similar types of collaborative processes are an important ingredient of effective reform (Bryk et al., 2010; Dogan et al., 2016; Dogan & Adams, 2018; Goddard et al., 2007; Hargreaves, 2007; Le Floch et al., 2014; Louis et al., 1996; Odden & Archibald, 2009; Ronfeldt et al., 2015; Schleifer et al., 2017; Vescio et al., 2008).

In one study of teacher collaboration in elementary schools, for example, Yvonne Goddard, Roger Goddard, and Megan Tschannen-Moran (2007) demonstrated a positive relationship between teacher collaboration and student achievement. There, the authors administered surveys to a sample of elementary schools in a midwestern urban school district (Goddard et al., 2007). The survey measured teacher collaboration by asking to what extent teachers work collectively to influence decisions on planning school improvement, selecting instruction methods and activities, evaluating curriculum and programs, determining professional development needs and goals, and planning professional development activities (Goddard et al., 2007). Using a hierarchical lineal model and controlling for student characteristics and school context, the researchers found that teacher collaboration was a statistically significant predictor of variability in math and reading scores (Goddard et al., 2007).

In another study, William Saunders, Claude Goldenberg, and Ronald Gallimore (2009) conducted a five-year quasi-experimental investigation of teacher collaboration, finding significant achievement gains where grade-level teams focused on student learning. They studied grade-level teacher teams in elementary schools in one large urban district in California, examining six comparison elementary schools and nine treatment elementary schools that implemented grade-level meetings (Saunders et al., 2009). In these grade-level meetings that met two or three times a month, teachers developed instruction to address student needs (Saunders et al., 2009). The study concluded that grade-level teams focused on improving student learning can produce school-level effects when collaboration is frequent, includes structured protocols, and is facilitated by trained leaders (Saunders et al., 2009).

As another example, Matthew Ronfeldt and colleagues (2015) studied 9000 teachers in 336 Miami-Dade County public schools, connecting teacher survey data about collaboration with test score data. In doing so, they examined both general collaboration and collaboration around specific domains, including instructional strategies and curriculum, students, and assessment (Ronfeldt et al., 2015). Using regression models estimating school-level value-added math and reading, they found that general collaboration has a positive impact on achievement and that collaboration around assessments, instructional strategies, and curriculum predicted the greatest achievement gains (Ronfeldt et al., 2015).

Some research, however, finds that professional learning communities and other collaborative structures are effective only when they focus on instructional practice. In 2002, Jonathan Supovitz conducted a four-year evaluation of a district's team-based

initiative, where teachers could collaborate together on their work. While the team-based initiative appeared to have a positive impact on school culture – for example, teachers in team-based schools felt more involved in school-level decision making than did teachers in non-team-based schools – Supovitz (2002) found that the teams did not result in greater instructional focus or higher student achievement. He concluded that part of the problem was that teams were not spending a sufficient amount of time on instructional practice (Supovitz, 2002), which means the success of collaboration may depend in part on the amount of time teachers have to collaborate, especially on instructional issues.

While additional research is needed to investigate further the connection between collaboration and student achievement, especially the impact of different kinds and the quality of collaboration (Burns et al., 2018; Dogan & Adams, 2018; Ronfeldt et al., 2015; Saunders et al., 2009; Schleifer et al., 2017; Vescio et al., 2008), the existing research in this area combined with educator endorsement suggest that it is worthwhile for this study to explore further the conditions necessary for collaboration. Before doing so, it is important to consider why collaboration appears to have positive effects on student achievement and school improvement.

### **Theories Relating to Collaboration’s Impact on Student Achievement**

Professional learning communities and other forms of collaboration appear to have a positive impact on student achievement and school improvement for at least three reasons. First, collaboration facilitates professional learning, or the overall capacity of teachers to learn from one another. Second, it leads to improved decisions about teaching

and learning. Third, it creates legitimacy for school-level policies that increases the likelihood that those policies will be implemented successfully.

I will explore the three reasons in turn by investigating the theories of deliberation-based “professional learning communities” in the educational context and “democratic experimentalism” in the legal context. Understanding these collaboration theories is important both because this study takes an interdisciplinary approach, combining educational-leadership and legal research, and because it highlights how the theories place different emphases on the three goals.

While definitions of professional learning communities can vary, there appears to be consensus that PLCs are collective in nature and focus on improving student learning (Stoll & Louis, 2007). They also rely on “organizational learning,” so that the teachers’ collective action on behalf of student outcomes leads to professional growth (Hargreaves, 2007, p. 185). Organizational learning originated in the organizational theory scholarship of James March and Herbert Simon (1958), which discussed in some measure how people process information to develop their organizations. Since then, the organizational-learning scholarship has evolved into at least two strands: cognitive and socio-cultural (Honig, 2008). Those studying the cognitive strand have explored how people tackle and solve complex problems (Levinthal & March, 1993). The socio-cultural theory, which has its roots in the work of Lev Vygotsky (1978), has focused primarily on how people’s social practices and interactions develop their individual learning and, in turn, the organization’s learning as a whole. As observed by Honig (2008), the two strands are not considered far apart, and, for the purposes here, this study will not dwell on the distinction.

Professional learning communities can take many forms. They can be organized as teams that focus on subject areas, grade levels, or departments. They can include only teachers or also include administrators, other staff, parents, and even students. And they can take on a variety of topics: curriculum and assessment development, student interventions, school improvement issues, and so on. Regardless of the form and focus, all PLCs incorporate participative decision making and other collaborative activities with the goal of improving professional learning and student outcomes (Giles & Hargreaves, 2006; Higgins et al., 2011; Stoll & Louis, 2007).

The second theory, “democratic experimentalism,” is a model for public administration that various legal scholars and policymakers have promoted since the 1990s (Dorf & Sabel, 1998; Sabel & Simon, 2011). Note that “democratic experimentalism” has close cousins in “new governance” and “responsive regulation,” governance and administration theories within the political science and public administration disciplines (Sabel & Simon, 2011). The focus here will be on “democratic experimentalism” given its link to legal scholarship and that, unlike “new governance” for example, its model does not necessarily depend on networks of governmental and nongovernmental agencies, but instead can constitute a self-contained model for how public agencies govern.<sup>1</sup> As a theory, democratic experimentalism can be traced back to John Dewey who claimed that theories and principles must be constantly redefined as they are applied to real-world situations and that decision makers adapt as they learn from

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<sup>1</sup> As one scholar noted, “new governance” is a regulatory approach through which public agencies help local entities learn from another and increase participation in problem solving. It is defined in part by what it is not: that is, it is “less prescriptive, less top-down, and more focused on learning through monitoring than compliance with fixed rules” (Solomon, 2008, p. 823).

their interactions through that process (Dewey, 1954; Sabel, 2012; Sabel & Simon, 2011). Dewey explained: policies should be “experimental in the sense that they will be entertained subject to constant and well-equipped observation of the consequences they entail when acted upon, and subject to ready and flexible revision in the light of observed consequences” (Dewey, 1954, p. n.3). Local adaptation and inquiry inevitably trumps centralized administrative expertise.

Seizing on Dewey’s goal of revising democratic (and management) decisions based on real-world application and social learning, advocates of democratic experimentalism have proposed pragmatic governance designs that foster that learning and adaptation (Sabel & Simon, 2011). Those designs can be generally summed up as follows: local institutions have the discretion to pursue transparent goals and solve problems through disciplined deliberation among officials and stakeholders (Sabel & Simon, 2011). The result is local adaptation and individual development, as officials in the “local unit” learn from implementation and pool those lessons with the help of the “center” to inform further changes (Sabel & Simon, 2011, p. 78). For the purposes of this study, the “local unit” is the school with discretion to be an “autonomous problem-solving unit”<sup>2</sup> (Childress et al., 2011, p. 101), and the “center” is the school district or state that sets the goals, helps collect and disseminate knowledge generated from the school’s problem solving, and holds the schools accountable (Sabel & Simon, 2011, p. 79).

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<sup>2</sup> Jim Liebman, a Columbia University law professor who has publicly touted the benefits of democratic experimentalism (Liebman & Sabel, 2003) and served as Joel Klein’s chief accountability officer in the New York City Department of Education, sought to transform schools into “autonomous problem-solving units” (Childress et al., 2011, pp. 91-101).

According to both professional learning communities and democratic experimentalism, the first important benefit of collaboration is professional learning. Indeed, a primary focus of professional learning communities, as well of its close cousin of organizational learning, is building the collective capacity of an organization as professionals learn from one another (Darling-Hammond, 2009; Gallucci, 2008; Higgins et al., 2011). The emphasis is on how individuals and organizational learn by applying prior knowledge together. Not surprisingly, it overlaps with classroom teaching and learning theories, like constructivism, that contend that students learn best when they apply prior knowledge and experiences, especially when interacting with their peers (Resnick & Hall, 1998). These classroom constructivist theories rely on cognitive theories, explaining that

people must construct their understanding; they do not simply register what the world shows or tells them, as a camera or a tape recorder does. . . . Learning is interpretive and inferential; it involves active processes of reasoning and a kind of "talking back" to the world – not just taking it as it comes. . . . [A]lthough it is essential [] to have the experience of discovering and inventing, their experience must be one of disciplined invention—disciplined, that is, by knowledge and by established processes of reasoning and logic. (Resnick & Hall, 1998, pp. 100-101)

Like classroom learning, professional and organizational learning are also grounded in what Resnick and Hall call a “knowledge-based” constructivist approach to learning and is achieved through interaction and participation in improvement processes and decision making (Gallucci, 2008, p. 547).

As with professional learning communities, a key element of democratic experimentalism is individual and collective learning that occurs through the disciplined collaboration and problem-solving processes. One of the hallmarks of democratic experimentalism is “learning by monitoring,” a continuous-improvement approach,

through which officials constantly adapt rules based on what they learn during practice (Sabel & Simon, 2011, p. 80). The democratic experimentalism approach specifically incorporates incentives for officials to share information and deliberate about problems (Sabel & Simon, 2011). In the end, as individuals learn through peer interactions and information sharing, they improve their individual decisions in the classroom and elsewhere, thereby increasing the school's collective capacity to provide effective teaching and learning.

The second important benefit of collaboration is the improved quality of school-wide decisions through the collaborative process itself. Professional learning community models presume collaborative structures that pull from the "collective intelligence" of the local participants (Giles & Hargreaves, 2006, p. 126). With relevant front-line experience, local decision makers can make informed decisions about school improvement (Honig, 2006). Indeed, Professor Darling-Hammond (2009) explained that shared time and strong collaboration result in more success in solving problems of practice. Educators are also more informed because they use evidence-based decision-making processes that rely on data from the local site, including the use of assessment and other student data (Giles & Hargreaves, 2006; Schildkamp et al., 2016). Research on school-based management efforts, especially ones that give teachers greater control, also shows that these collective decision-making structures had a positive effect on student outcomes, in part, because teachers have the most relevant knowledge about those decisions (Briggs & Wohlstetter, 2003; Leithwood & Menzies, 1998).

Likewise, proponents of democratic experimentalism advocate the benefits of stakeholder participation and local decision making. Sabel and Simon (2011) explain

that the diverse causes of problems increasingly call for “interdisciplinary diagnosis and intervention”; for example, interdisciplinary teams in schools (e.g., classroom teachers, reading specialists, counselors, etc.) can address the many issues facing students and formulate student-specific and school-wide improvement plans (p. 91). Instead of relying on a single worker in an agency to make decisions, democratic experimentalism advocates for group decision making that brings various backgrounds and knowledge to bear on pressing problems. And because group decision making requires “articulation” and deliberation, officials are required to defend their proposed solutions and approaches in front of others (Sabel & Simon, 2011, p. 91).

A third benefit of collaboration, as called for in professional learning communities and democratic experimentalism, is that organization-wide participation increases policy legitimacy and successful implementation. For example, Anthony Bryk and colleagues (2010) found that quality implementation of curriculum alignment in Chicago Public Schools was contingent upon teacher buy-in through cooperative problem solving created in professional learning communities.. Some of this buy-in and investment might be attributed to the social capital that is built between teachers when they work together (Leana & Pil, 2006; Schleifer et al., 2017). Moreover, research of site-based management, where teachers were given more decision-making authority at the school level, showed that teachers were more invested in the decisions and increased their commitment to implementation (Leithwood & Menzies, 1998). In discussing the important of democratic deliberation, Amy Gutmann has observed that the difficult choices officials make are more acceptable, even to those who lose out, if “everyone’s claims have been considered on the merits, rather than on the basis of the party’s

bargaining power” (Gutmann & Thompson, 2004, p. 10). This community-wide acceptance, though never universal, clears the path toward a smoother implementation of controversial policies and practices.

A final note about the significance of collaborative processes. The governance processes used in organizational learning and democratic experimentalism stand in contrast to those models traditionally used in public administration. As Sabel and Simon (2001) have explained:

[E]xperimentalist regimes have developed forms of nonbureaucratic administration that try to combine accountability with local initiative in ways that facilitate learning and individuation. They strive for accountability less through simple rules than through peer review of local discretion. (p. 93)

That is, the emphasis is not on Weberian “bureaucratic” approaches, with isolated accountability and mandates, but on enhanced professionalism that relies on educational professionals making decisions together and learning from one other (Talbert, 2010, pp. 560-561; Talbert, 2011, p. 152). Instead of relying on rules and sanctions, which can stand in the way of meaningful deliberative efforts, the successful professional learning communities depend on professional expertise and frontline data analysis (Darling-Hammond, 1997; Talbert, 2010). Professionalism gives educators the authority and autonomy to harness their expertise, with the accompanying result that it prevents “ossification of office” (Gutmann, 1999, pp. 76-77). For this reason, it is not surprising that teachers recognize the importance of collaboration to their success and welfare: teachers in schools with higher levels of collaboration are more likely to be very satisfied with teaching as a career (68% vs. 54%) (MetLife, 2009).

But having a collaborative, deliberative approach to decision making does not mean that the professionals are left unaccountable. External accountability from the

“center,” like the school district central office, still plays an important role, as it keeps local units focused on transparent goals. And, perhaps even more importantly, the deliberative processes build their own “internal accountability” for continuous improvement (Talbert, 2011, p. 142).

### **Dedicated Time as a Condition for Collaboration**

While there is widespread belief and growing evidence in the power of school-level collaboration, many schools struggle with implementing collaboration efforts. Teachers and school leaders rightfully conclude that collaboration is proverbially much easier said than done (Anrig, 2013). Some argue that weak school leadership or “counterproductive” accountability systems stand in the way of effective professional learning communities and other collaborative structures (e.g., Anrig, 2013, pp. 53, 59, 175-176). Others argue that autonomy and isolation are persistent features of “street-level bureaucrats,” like teachers, and thus they invariably resist even the most vigorous efforts at collaboration (Lipsky, 1980, pp. 206-209). This study assumes, however, that well-intentioned leaders can build and sustain successful professional learning communities and similar collaborative approaches if certain conditions are in place.

What are those conditions necessary for teacher collaboration? In the education setting, there exist at least four important structural conditions for successful collaboration approaches like professional learning communities: First, teachers and administrators need sufficient time and appropriate platforms to work together (Saunders et al., 2009). Second, teachers need the “psychological safety” to voice opinions on important school policy and practice matters without the fear of retaliation (Higgins et al., 2011, p. 87). Third, to make informed decisions together teachers and administrators

require training on how to collaborate as well as access to readily available, high-quality data and information (Schildkamp et al., 2016; Schleifer et al., 2017; Talbert et al., 2010). And, finally, they need freedom from excessive administrative regulations, so that they have discretion to make impactful decisions (Honig & Rainey, 2011). While all four conditions are important, this study will focus on the first condition – time for collaboration – because collaboration cannot happen without it and because its availability appears to be closely connected to collective bargaining agreements.

Dedicated time is perhaps the most oft-cited resource needed for collaborative processes, including professional learning communities (e.g., Johnston & Tsai, 2018; Kaplan et al., 2014; Louis et al., 1996; McLaughlin & Talbert, 2006; Odden & Archibald, 2009; Raywid, 1993; Schleifer et al., 2017). When schools are committed to making decisions through deliberation and learning from one another, they need appropriate time and platforms to hold those discussions and make those decisions. After conducting a case study of fourteen high-poverty schools, one scholar concluded that the benefits of teacher teams “cannot be realized unless teachers have sufficient, regular time to meet. . . . If teachers don’t have the time they need to work together and with administrators, then students will fail to benefit from the expertise of anyone but their assigned teacher” (Johnson, 2019, p. 201).

Effective decision making and learning do not occur through informal structures or hallway conversations; they happen when the building’s professionals orchestrate disciplined, structured opportunities for learning and decision making (Darling-Hammond, 1997; Leithwood et al., 1998). As Professor Linda Darling-Hammond (2009) explained, effective professional learning requires “allocating considerable time for

teachers to collaborate, design curriculum and instruction, and learn from one another” (p. 261). Indeed, one set of successful schools she studied usually set aside five to ten hours, above and beyond their planning time, for teachers to problem solve together (Darling-Hammond, 2009). A report by the U.S. Department of Education’s Equity and Excellence Commission agreed, emphasizing the importance of teacher collaboration for supporting effective instruction and explaining that districts need to “use time more effectively and efficiently,” including taking a careful look at calendars and schedules (U.S. Department of Education, 2013, p. 23).

Even more time is required when the collaborative process involves complex data and a complex analysis of a pressing school problem. These inquiry-based processes are the types of problem-solving that school professionals hope to be involved in when undertaking school improvement (Ikemoto & Marsh, 2007). It takes a significant investment in time and resources to examine a practice problem and propose a solution: administrators and teachers need time together to review data, set goals, and make policy and practice changes together that align with the goals (Ikemoto & Marsh, 2007). Not surprisingly, Joan Talbert’s (2011) study of inquiry teams in New York City discussed in this study’s first chapter found that those teams sometimes struggled without dedicated time for their work.

Likewise, insufficient time for collaboration has been a problem for past efforts to decentralize decision making as well. When administrators and teachers have more discretion over budgeting, scheduling, and staffing, they also need more time to collaboratively make decisions in those domains. But when district central offices have granted autonomy to schools, including providing opportunities for site-based

management, they generally have not provided sufficient time and other resources needed for implementation (Cotton, 1992; Honig & Rainy, 2011). Given the frenzied schedules of teachers and administrators alike, it is not surprising that decisions on these important school-level decisions quickly revert back to individuals.

Those who have successfully implemented PLCs, on the other hand, have focused on ensuring sufficient collaboration time. For example, when Sanger Unified School District in California's Central Valley led a successful turnaround effort in large part by focusing on professional learning communities, its leaders knew they needed to set aside dedicated time for collaboration (Talbert, 2012). Teachers attested to the importance of the PLCs: 90% of teachers agreed with the statement that "PLCs are critical to our success" in a 2011 survey (Talbert, 2012, p. 39). But in order to make the effort successful, district leaders needed to carve out dedicated time for collaboration, and each school at a minimum had at least a late start or early release day every two weeks with an hour and a half or more for PLC time (Talbert, 2012). This beachhead of PLC time led to teacher demands for more time and efforts by Sanger teachers to set aside time informally to work together (Talbert, 2012).

The importance of finding dedicated time for collaboration to succeed, as was done in Sanger, is also supported by research. Karen Louis and colleagues (1996) analyzed the various organizational factors that facilitate development of professional learning communities, surveying educators in twenty-four elementary and secondary schools to determine how certain factors contributed to a professional-learning construct. The researchers used a hierarchical linear model to explore the relationship between structure conditions, including scheduled planning time and teacher professional

community (Louis et al., 1996). They found that providing scheduled time for collaborative planning made a significant contribution to professional learning (Louis et al., 1996).

While dedicated time is a key condition for successful collaboration, the traditional school day often does not provide that kind of time for teachers to work together (Kaplan et al., 2014). The 2009 MetLife survey found that 58% of teachers spend less than two hours per week in structured collaboration with their fellow educators (MetLife, 2009). A survey by the National Center for Literacy Education found that less than one-fourth of teachers reported spending more than two hours per week in structured collaboration (NCLE, 2013). In 2018, a Rand American Teacher Panel report found that 62% of teachers disagreed or strongly disagreed with the statement, “I have sufficient time to collaborate with other teachers” (Johnston & Tsai, 2018, p. 5). In point of fact, half of teachers in one survey indicated that “more planning time during the school day” would be one of three actions/activities that would most help them in their day-to-day teaching (CEP, 2016, p. 20). The third most chosen response at 34% was “more time to collaborate with other teachers in my school” (CEP, 2016, p. 20).

In light of these figures, it is not surprising to learn that the 2013 Teaching and Learning International Survey by the Organisation for Economic Co-operation and Development concluded that educator collaboration levels in the United States are less than they are in other developed countries (Jensen et al., 2016; OECD, 2014). The U.S. Department of Education’s Equity and Excellence Commission similarly found that teachers in high-achieving countries, like Finland, have more collaboration time and support from teaching teams (U.S. Department of Education, 2013). Because teachers in

Finland spend almost half as much time teaching or working with students than do teachers in the United States, the Finnish teachers have extra time to “plan, learn, and reflect on teaching with other teachers” (Sahlberg, 2014, p. 91). The reality is that educators in the United States have often struggled to find the time for professional learning communities and other collaborative efforts (Talbert, 2010).

### **The Relationship Between Collective Bargaining Statutes and Time for Collaboration**

Recognizing the difficulty with finding collaboration time, this study explored the role of collective bargaining on teacher collaboration time. It is a topic worth studying, in part, because so many have claimed that local collective bargaining agreements can make it challenging to establish effective professional learning communities and other collaborative efforts (e.g., Hess & West, 2006; McLaughlin & Talbert, 2006; Price, 2009). For example, Milbrey McLaughlin and Joan Talbert (2006), two Stanford researchers who have conducted extensive research on professional learning communities, maintain that “[l]earning communities require time and space, scarce resources in the context of overcrowded facilities and working days tightly scheduled and often constrained by union contracts” (p. 115). And at least one national teacher survey report corroborates those claims: the 2012 Schools and Staffing Survey (SASS) found teachers are under contract to participate in direct instruction 30.8 hours per week, or 80% of the total weekly time that teachers are under contract to work (37.9 hours on average) (Kaplan et al., 2014). And that 80% does not include lunch or other duties (Kaplan et al., 2014).

Collective bargaining in education is just over a half-century old, but has arguably made a significant impact in the education landscape in that time. During the 1950s, teacher unions began advocating for bargaining rights in earnest, in response to what they saw as poor working conditions for teachers and abuse by administrators (Kahlenberg, 2006). That movement culminated in 1962 in New York City with the first major collective bargaining agreement, which notably also included a time provision that required a duty-free lunch period for teachers (Kahlenberg, 2006). By four years later in 1966, sixteen states had adopted collective bargaining statutes to cover at least some public workers (Slater, 2013) and by the late 1970s 72% of all teachers were in unions that represented them in bargaining (Kahlenberg, 2006). Along with the growth of CBAs also came the growth in the length of the contracts themselves, as they covered more topics and more detail (Kerchner, 1986). One 2005 examination of 199 district CBAs on file with the Bureau of Labor Statistics found that the average contract length was 105 pages (Hess & Kelly, 2006). Milwaukee's CBA grew from eighteen pages in 1964 to 174 pages in the early 1990s, which did not even include the 1700 pages of memoranda of understanding (Fuller et al., 2000).

With the growth of collective bargaining and the increasing number of bargained subjects, questions have naturally arisen about the scope of a union's bargaining power. During the 1960s, for example, unions sought to expand the scope of bargaining beyond issues of wages and hours into seeming "education policies," like class size and special academic programs (Kahlenberg, 2006). And today, both labor and management continue to disagree about what is a legitimate issue for bargaining and what should be left to management's discretion (Johnson & Donaldson, 2006; Kahlenberg, 2006;

Rosenthal, 2013). Because of this disagreement, there is a threshold question, which is this paper's first question, about whether state collective-bargaining statutes require, permit, or prohibit labor and management from bargaining on teacher time issues that affect teacher collaboration.

It is an important question because the scope of these collective-bargaining statutes, which differ from state to state, can have a significant impact on how a school influences teacher schedules, including for teacher collaboration. In 2010, for example, the Illinois state legislature amended the state collective bargaining statutes, because it agreed with Mayor Rahm Emmanuel that the requirement to bargain over teacher schedules was adversely affecting his reform efforts. Mayor Emmanuel and Chicago Public Schools sought longer school days and years, believing they were an important element of reforming its struggling schools (Malone, 2011). Having faced resistance during collective bargaining, they lobbied for legislation to change the scope of bargaining required by law. In June 2011, the Illinois legislature passed SB7 that, among other items, added length of day and year from the required column to the permissive column of bargaining topics (S.B. 7, 2011). Subsequently, Chicago Public Schools was under no obligation to bargain over longer school days and years. Of course limiting bargain rights, even over this narrow subject, is not without controversy, as is evident from the Chicago Teachers Union willingness to strike over this issue among others. But arguably such limits are less harsh than eliminating bargaining rights altogether or limiting them only to wages, which several states have done or attempted to do (Malin, 2013).

Considering their impact on teacher schedules and teacher collaboration efforts, this study examined how much influence state laws, and court interpretations of those laws, give collective bargaining over school hours and teachers' time. Through these agreements, unions represent their members' economic interests and, in many instances, their noneconomic interests as well. Straddling both those economic and noneconomic interests, some might say, are teachers' work hours, academic calendars, and use of teacher time during the school day. The issue of how much time teachers spend at school and how they spend their time have been issues subject to bargaining for years, though exactly what issues must in fact be bargained about is still an open question that this study intends to explore.

Determining what topics are required for bargaining can be difficult, partly because different states use different language in crafting these laws and partly because, even when the language is the same, the laws have been interpreted differently by their state courts. Only seven states make it illegal for public employees to bargain (Sanes & Schmitt, 2014). The other states have statutes or court decisions that outline the scope of bargaining – that is, what subjects are mandatory, permissive, or prohibited subjects of bargaining (Davis, 1989). Under the law, if a matter is not a mandatory subject of bargaining, the school district has no legal obligation to bargain on the issue (Malin & Kerchner, 2007). If a subject is a mandatory subject of bargaining and the district refuses to negotiate or acts unilaterally, then the district may be charged with an unfair labor practice (Davis, 1989). Permissive topics, on the other hand, can be bargained on only if both parties agree to do so (Rosenthal, 2013).

While the statutory requirements vary across the states, most states make mandatory bargaining over “wages, hours, and other terms and conditions of employment” and some include management-rights provisions that exempt management functions from the bargaining process (Malin & Kerchner, 2007). And some states have statutory provisions, often called scope-of-bargaining provisions, that specify in more detail what subjects can and cannot be part of bargaining (Davis, 1989; Malin & Kerchner, 2007). Because these state scope-of-bargaining statutes are ambiguous and differ across some of the states, it is important for local district and union leaders to understand what is required in their particular state for bargaining about teacher time.

To understand what is required, however, district and union leaders cannot rely on the state statutes alone. Because of the ambiguity in the provisions, many state courts have played a role in establishing the scope of bargaining as well. For the courts, it has been a matter of interpreting whether or not a provision in a state collective-bargaining statute creates a mandatory, permissive, or prohibited bargaining element (Malin, 2009). For example, the Maryland Code requires a public school employer and its employees' designated representatives to "meet and negotiate" a collective bargaining agreement relating to, among other items, "salaries, wages, hours, and other working conditions" (Maryland Code Annotated, Education §§ 6-401-6-411). Most states include a similar provision – like “salary, wages, hours, and other terms and conditions of employment” – to dictate what topics can be bargained. But does the inclusion of “hours” and “working conditions” in the statute mean that labor and management must bargain over how teachers’ time is used, the daily schedule, and the academic calendar?

Not surprisingly, labor boards and courts have wrestled with those delineations because it can be argued that almost every issue impacts working conditions and almost every issue impacts policy or managerial authority (Malin, 2009). It can even be said that issues about salaries, which would appear at first glance to be a clear issue of wages and working conditions, can impact policy because salary decisions constrain the overall allocation of funds and thus affect policy choices with remaining funds (Kahlenberg, 2006; Malin, 2009). As one court explained, “virtually every managerial decision in some way relates to ‘salaries, wages, hours, and other working conditions,’ and is therefore arguably negotiable. At the same time, virtually every such decision also involves educational policy considerations and is therefore arguably nonnegotiable” (*Montgomery County Education Association v. Board of Education of Montgomery County*, 1987, pp. 988-989).

With this ambiguity in mind, courts have attempted to draw lines about the scope of bargaining using a variety of rationales. Some courts have simply adopted a presumption against bargaining (Malin, 2009). Most have adopted a test that balances the issue’s impact on working conditions or public policy (Malin, 2009). This balancing approach has generated varying results across the country: one survey of court cases found conflicting negotiability outcomes on issues such as class size and school calendar (Malin, 2009). Take school calendars as an example: a court in Nevada held that the days a teacher must work in a year is “significantly related to the teacher’s working conditions” and thus is subject to mandatory bargaining (*Clark County School District v. Local Government Employment Management Relations Board*, 1974, p. 118) while the Maryland Supreme Court held that school calendars were exempted from bargaining

because they implicate broader community interests (*Montgomery County Education Association v. Board of Education of Montgomery County*, 1987).

Under this umbrella of uncertainty, it is somewhat surprising that more studies have not attempted to delineate the lines of bargaining, including around teachers' time. Studies that survey the reach of the scope-of-bargaining statutes are rare, let alone ones that specifically discuss the teacher-time element. Most research on the subject instead has focused on the doctrinal approaches courts have taken in interpreting the scope-of-bargaining statutes. Those legal articles that have discussed the scope of bargaining have surveyed bargaining elements generally and recommended approaches for how courts should make decisions on whether or not a bargaining element is mandatory (e.g., Davis, 1989; Malin, 2009). For example, Martin Malin (2009), who has written extensively on labor law, argues that courts should interpret scope-of-bargaining provisions broadly to allow for democratic participation of unions in decision making. Considering the limited research on courts and collective bargaining agreements, especially around the time element relevant to teacher collaboration, this study presents a fresh exploration of scope-of-bargaining statutes and how state courts have interpreted them.

By analyzing and categorizing the existing state statutes and their corresponding judicial precedents on time-related bargaining issues, this study set out to understand how extensively state laws mandate that collective bargaining be part of the teacher-collaboration process. It is not clear that district or union leaders understand altogether whether they need to bargain on certain topics; it is possible that they frequently bargain or fail to bargain without paying attention to the scope provisions in state laws (Hess & Kelly, 2006). This study's overview provides district and union leaders with an at-a-

glance appreciation of the discretion they currently have (or do not have) to include or exclude these teacher-time issues from the bargaining process. It also provides state policymakers an analytic basis for determining whether and how to change the scope-of-bargaining statutes to increase teacher collaboration and facilitate school improvement.

### **The Role of Collective Bargaining Agreements on Time for Teacher Collaboration**

Given the growth of collective bargaining agreements since the 1960s, it is not surprising that these teacher contracts currently affect the daily schedule of classroom teachers' work in many ways, including promoting or restricting efforts for teachers to collaborate. For example, some contracts specify the number of hours teacher can work in a day, the number of minutes they need to be in the classroom, or how preparation time can be used (Hess & West, 2006; Johnson & Donaldson, 2006). Other districts' collective bargaining agreements limit the number of classes a teachers can have back-to-back, complicating the scheduling of common planning time (Johnson & Donaldson, 2006). Take a look at one sample CBA provision:

The standard day shall be eight (8) hours including the thirty (30) minutes duty-free lunch period. The starting and dismissal times, which may vary from school-to-school, shall be determined by the superintendent. The teachers' pupil contact day shall be defined as a range of six (6) hours and ten (10) minutes to seven (7) hours. Teachers shall be in the building a minimum of one-half (1/2) hour before school starts and remain in the building a minimum of one-half (1/2) hour after school is dismissed. (Dallas CBA, 2013, pp. 56-58)

Many other collective-bargaining agreements also set the requirements for both length of day and, fatefully, the number of minutes that a teacher needs to be in contact with students. Certainly, such provision may impact the ability of school leaders and teachers to implement innovative strategies to create more collaboration time.

On the other hand, some union contracts in the past have provided for specific time for collaborative professional-development efforts. In Boston, for example, the district and union negotiated in 2004 four longer work days per week so that they could release students early on the fifth and hold professional development sessions (Johnson & Donaldson, 2006). And in the wake of the redesigned School Improvement Grants Program in 2009 various memorandums of understanding between labor and management agreed to more flexible staffing and hiring arrangements for teachers in their turnaround schools (U.S. Department of Education, 2012). As another example, in 2014 the United Federation of Teachers and the New York City Department of Education negotiated a contract that converted after-school tutoring time into dedicated time for teachers to train and collaborate together. New York's schools have used that contract-mandated time for various professional-learning efforts, including viewing of peers' videotaped lessons and other collaboration programs planned by teachers (Wall, 2014a, 2014b). This contract provision setting aside time for Other Professional Work, primarily encompassing teacher collaboration, still exists in the contract today. For this reason, this study will look not only at whether collective bargaining agreements restrict the ability of educators to collaborate but also whether CBAs specifically provide opportunities for such collaboration.

Analyses of CBAs to date have not focused specifically on teachers' schedules, but have instead investigated generally how much administrative discretion CBAs afford district leaders (e.g., Ballou, 2000; Hess & Loup, 2008; McDonnell & Pascal, 1988; Strunk, 2012) or sometimes more specifically the role of teacher-assignment policies in CBAs (e.g., Cohen-Vogel & Osborne-Lampkin, 2007; Koski & Horng, 2007). For

example, one report by Frederick Hess and Coby Loup (2008) collected collective bargaining agreements from the fifty largest school districts and created twenty-six indicators to construct twelve components to measure how much flexibility school leaders have in three categories (compensation, personnel, and work rules). After coding the CBAs and assigning grades to each based on administrative flexibility, the authors concluded that the CBAs appear less restrictive than some strong critics contend but that they are sufficiently ambiguous to make risk-adverse principals afraid of acting in certain situations (Hess & Loup, 2008).

In another study that explored the general restrictiveness of CBAs, Katherine Strunk (2012) used a sample of CBAs from California schools to examine the restrictiveness of provisions that are not formally dictated by state policy. Using a partial independence item response (PIIR) model to generate an overall contract restrictiveness, Strunk concluded that the CBAs are not unidimensional and often contain provisions that both restrict administrators and afford them flexibility (Strunk, 2012). She also noted, however, that the most restrictive contracts, especially related to transfer and teacher-evaluations provisions, tended to be located in high-minority, low-income, and urban districts (Strunk, 2012).

Other studies attempted to connect the level of CBA restrictiveness with teacher quality. Stanford researchers William Koski and Eileen Horng (2007), for example, explored whether collective bargaining in California impacted teacher assignment in California schools. In doing so, they coded a sample of CBAs from California school districts to measure how determinative their transfer and leave provisions are in making hiring and assignment decisions (Koski & Horng, 2007). While they found that CBAs in

larger districts had stronger textual provisions for leave and transfer, they also found no independent effect of strong transfer and leave provisions on the quality of teachers (Koski & Horng, 2007)

Like Koski and Horng, Laura Cohen-Vogel and La'Tara Osborne-Lampkin (2007) elected to investigate how labor agreements impacted teacher assignment specifically. The authors analyzed labor agreements in sixty-six of Florida's sixty-seven school districts, using a qualitative approach to content analysis that coded the provisions based on level and type of administrative discretion (Cohen-Vogel & Osborne-Lampkin, 2007). They found that while labor agreements establish some limits on education leaders' authority on teacher assignment, Florida districts have "substantially more discretion over who teaches in their schools than critics have suggested" (Cohen-Vogel & Osborne-Lampkin, 2007, pp. 441-442). For example, thirty-nine (61%) of the CBAs gave administrators at least some discretion over involuntary transfers (Cohen-Vogel & Osborne-Lampkin, 2007).

While these studies have started to explore CBA content, the reality is that still not enough is known about the content of CBAs and how restrictive or permissive CBA provisions are (Strunk, 2012), especially when related to provisions that affect teachers' schedules and collaboration time. Because it appears that no study has examined how labor agreements specifically impact teachers' time, this study attempts to fill a research gap in that area. Only by further investigating specifically the teacher-time provisions can education leaders and policymakers better understand the effect of labor agreements on teacher collaboration.

### Chapter III

## RESEARCH METHODOLOGY

This study undertook content analyses to answer the two research questions and describe the role of collective bargaining on teacher collaboration. First, the study used a content analysis of state collective bargaining statutes and related cases to examine the extent to which those statutes require district and union leaders to bargain over teacher time. Second, the study used a content analysis of collective-bargaining agreements to investigate the extent to which existing collective bargaining agreements promote or restrict teacher time for collaboration. This section will explore the purpose and rationale for using content analyses and then address each question and research design in turn.

### **Content Analysis**

For both questions, the study conducted a document analysis of legal documents – state statutes, state cases, and collective bargaining agreements – to describe their effect on teacher collaboration time. To ensure a systematic approach to the document analyses, the study used content analysis for the categorizing and coding of each document (Bowen, 2009; Hall & Wright, 2008; Krippendorff, 2004; Neuendorf, 2001; Schreier, 2012; Weber, 1990).

Content analysis is a research method that “uses a set of procedures to make valid inferences from text” (Weber, 1990, p. 9). By systematically classifying material through a coding frame, it allows researchers to describe the meaning of texts (Hall & Wright, 2008; Neuendorf, 2001; Schreier, 2012). In this sense, content analysis is a descriptive

method that summarizes what is in the data, as opposed to providing normative conclusions (Hall & Wright, 2008; Schreier, 2012).

By identifying both frequencies and themes, the use of content analysis here was both quantitative and qualitative (Hall & Wright, 2008; Krippendorff, 2004; Schreier, 2012). Qualitative content analysis is used generally when the meaning of the text is not entirely obvious and requires some interpretation (Schreier, 2012). Because documents in this study require interpretation and the identification of themes – for example, whether statutory provisions mandate bargaining over teacher time and how CBAs dictate teacher time – the research necessarily uses a qualitative content analysis approach as well as a quantitative one (Hall & Wright, 2008; Schreier, 2012). Note that at least some methodology experts see no meaningful difference between qualitative and quantitative content analysis (Krippendorff, 2004; Schreier, 2012), so the general term “content analysis” without a qualitative or quantitative descriptor was used for the purpose of this study.

Scholars use content analysis for all types of texts, including legal documents (Hall & Wright, 2008). Indeed, Law Professors Mark Hall and Ronald Wright (2008) posited in a 2008 California Law Review article that content analysis “could form the basis for a uniquely legal empirical methodology,” explaining that it is not so different from conventional legal analysis that identifies commonalities among a collection of cases or other legal documents (p. 64). Content analysis can be used – and has been used – to analyze a variety of legal documents, like briefs, court records, and cases (e.g., Eskridge, 1991; Posner, 1972; Rebell & Block, 1982). The number of coded legal projects have risen steadily over the past five decades (Hall & Wight, 2008), though

many legal scholars using content analysis and coding fail to cite specific research-methodology sources, often reinventing the empirical approach from scratch (Hall & Wright, 2008). Interestingly, Professors Hall and Wright (2008) found that legal articles using content analysis received more attention and citations than did law-review articles generally.

Scholars use content analysis for uncovering the meaning of texts because it provides a systematic approach for doing so; its systematic nature is the research method's most distinctive feature and what separates it from conventional legal analysis (Hall & Wright, 2008; Schreier, 2012). That content analysis follows a certain sequence of steps is also what makes it reliable (Schreier, 2012). Content analysis is systematic in several ways, including how it selects the material, designs the coding frame for the categories, and interprets the findings (Hall & Wright, 2008; Schreier, 2012). The following sections will explore each one of those systematic steps for the study's two questions.

### **Research Design for Question No. 1**

The study's first question asks to what extent do state scope-of-bargaining statutes require, permit, or prohibit district and union leaders from bargaining over teacher time.

#### **Sample and Data Collection**

With only forty-four states that permit or require bargaining through their state statutes, this study can feasibly attempt to use a universal sample frame. That is, it examines the bargaining statutes in all states that have them, as well as all of the relevant published court cases that interpret the scope of bargaining on time issues. This means

the study avoids any selection bias issue for the first question (Hall & Wright, 2008). Content-analyst scholar Kraus Krippendorff explained simply that “[s]ampling problems do not arise when analysts can answer their research questions by examining all texts, such as . . . all documents generated by a legal proceeding” (Krippendorff, 2004, p. 113). As Law Professors Mark Hall and Ronald Wright (2008) found out, it is not surprising for content analyses of legal documents to use a universal sample frame because of the manageable size of those documents. Indeed, 85% of the case-coding projects they reviewed in their 2008 study of legal content analyses used universal samples (Hall & Wright, 2008). For this study, the statutory and case law was collected through an online legal database, after an initial review of the statute collections from the National Council on Teacher Quality (NCTQ) and the Education Commission of the States (ECS). NCTQ identified the state collective-bargaining statutes and developed an online map that categorizes various provisions by mandatory, permissive, and prohibited subjects of bargaining. Some of its categorization was informed by case law provided by the National Education Association. ECS similarly gathered state collective-bargaining statutes and generally defined the scope of bargaining of each statute. The work completed by NCTQ and ECS was a helpful place to begin the identification and collection of the state statutes and related cases, but it was not the end point. Each statute in the databases was independently confirmed, and interpretations were modified where necessary. To ensure that the case law was comprehensive as possible, judicial decisions were identified through a combination of the following: review of the LexisNexis annotated state codes; searches of the LexisNexis state-court databases using various search terms; examination of cases cited in reviewed decisions; and Shepardizing found

authorities. This research focused only on cases that affect teacher time and hours, which are related to time for collaboration, and not on case law involving other bargaining subjects.

### **Data Coding**

The study used coding to consider the extent to which the bargaining statutes require bargaining on teacher-time elements. By categorizing and coding the statutes and cases, the study systematically highlights the frequencies and themes relating to whether time issues are mandatory, permissive, or prohibited elements of bargaining (Hall & Wright, 2008; Krippendorff, 1989; Schreier, 2012; Weber, 1990). In creating a coding frame, I identified both “main categories” or “dimensions” as well as subcategories (Schreier, 2012, pp. 58, 61). The main category was the overall level of requirement for bargaining on time and working conditions – specifically whether bargaining on time and working conditions is mandatory, permissive, or prohibited. The subcategories focused on various time elements, like length of day, teacher preparation periods, school calendar, and so on. To make determinations on coding, I relied on court interpretations of the statutes where applicable. The review of forty-four statutes and thirty-nine judicial decisions resulted in 156 coded items.

The rationale for these categories was to create a coding frame that is valid – that is, that it “captures what it sets out to capture” (Schreier, 2012, p. 175; Weber, 1990). The systematic coding increased internal validity by removing elements of research bias and increasing accuracy, but it is possible that external validity (i.e., relevance or generalizability) suffered because certain categories could not be precisely coded (Hall & Wright, 2008; Johnson & Christensen, 2008). The first coding pilot test for both

questions provided an opportunity to adjust the coding frame to ensure external and internal validity, resulting in some modifications to the coding frame.

It is worthwhile to note that this coding for the first question was not unlike conventional legal scholarship that takes a descriptive approach. Law Professors Mark Hall and Ronald Wright (2008) even noted that content analysis “comes naturally to legal scholars because it resembles the classic scholarly exercise of reading a collection of cases, finding common threads that link the opinions, and commenting on their significance” but adding that content analysis “brings the rigor of social science to our understanding of case law, creating a distinctively legal form of empiricism” (p. 64). In this sense, the study’s data collection and analyses were akin to descriptive legal empirical claims through which legal scholars research and categorize the similarities and differences between legal documents (Volkh, 2010).

### **Research Design for Question No. 2**

The study’s second question asked to what extent existing collective bargaining agreements promote or restrict teacher time for collaboration.

#### **Sample and Data Collection**

To answer the question about the role of CBAs in collaboration time, the study collected a sample of thirty-one CBAs from the 100 largest school districts and coded 134 items in the sample. The study used a sample of CBAs taken from the country’s 100 largest school districts because those CBAs affect the largest number of students. According to the National Center for Education Statistics’ 2013 Digest of Education Statistics, the largest 100 school districts educate over 10.7 million students or nearly

22% of all students in the United States (Snyder & Dillow, 2015). By focusing on this sample frame, the study made inferences about collective bargaining agreements in the country's largest school districts (Hall & Wright, 2008; Johnson & Christensen, 2008; Krippendorff, 1989). Most of the CBAs were collected through school-district or union online sources.

Using a proportional stratified random sampling, the study identified thirty-one collective bargaining agreements among the largest 100 school districts. The 100 largest districts were classified into three strata: states that require collective bargaining, states that permit collective bargaining, and states that prohibit collective bargaining. From the first two strata, the study drew a random, proportional sample using a .5 sampling fraction. This proportional stratified random sample ensured that districts from states with the two types of statutes were represented (Johnson & Christensen, 2008; Krippendorff, 2004). It also ensured a representative sample, since every district in the population had an equal chance of being included in the sample (Johnson & Christensen, 2008).

The draw resulted in a sample that included twenty-four of the forty-seven CBAs from states that require collective bargaining and seven of the thirteen CBAs from states that permit collective bargaining. The thirty-one CBAs are from seventeen different states, including seven from California, five from Florida, two from Colorado, two from Maryland, two from Nevada, and two from Utah. The following states each have one school district represented: Alaska, Kansas, Kentucky, Massachusetts, Michigan, Nebraska, New Mexico, New York, Ohio, Tennessee, and Washington. Many of the

southern states prohibit collective bargaining, so large school districts from Texas, North Carolina, and Virginia (among others) were not included in the sample.

### **Data Coding**

The content analysis structured the CBA data by summarizing the teacher-time provisions and their impact on teacher collaboration. The method for creating those descriptions was assigning provisions of the collective bargaining agreements to categories in a coding frame. The coding frame's main categories for the collective bargaining agreements focus on (1) time promotions and (2) time restrictions.

Each main category had its own subcategories. For the main category on time promotions, I examined subcategories that included collaboration-time set-asides, whether planning and preparation periods could be used for collaboration, alternative-schedule options, and absence of duty-hours limits. The time-restriction main category included subcategories on duty-hour limits, minimum amounts of student-contact times, and limitations on using planning and preparation periods for teacher collaboration.

### **Data Analysis**

After coding and recoding the legal documents for both questions (Schreier, 2012), I created data matrices to provide an overview of the results (Schreier, 2012). I presented the results in both a quantitative and qualitative style: the quantitative presentations identified frequencies of the provisions in the various coding frame's main categories and subcategories (i.e., descriptive statistics), and the qualitative presentations used continuous text and narrative illustrations to outline patterns, trends, differences, and extrapolations (Hall & Wright, 2008; Krippendorff, 2004; Schreier, 2012).

## Limitations and Further Research

This study has several limitations that suggest additional areas of research, which will be discussed in more detail in the study's final chapter. The limitations in this section focus on the scope of the research and potential biases. First, while several conditions are likely necessary for professional learning communities to thrive, this study focused solely on one of those conditions: time for collaboration. It is likely that successful professional learning communities also need teachers to feel psychologically safe to participate, access to training and timely data, and sufficient administrative discretion to make decisions. Thus giving school leaders and teachers the ability to carve out time for collaboration will not in and of itself lead to successful collaboration efforts. Second, the scope of the research did not extend to whether CBA provisions are connected to actual changes in collaboration practices. In other words, this research does not tell us whether pro-collaboration CBAs actually result in more and effective collaboration time, since many factors (including leadership priorities, etc.) can influence teacher collaboration. When there is flexibility, it does not tell us whether that flexibility was used to create collaboration time. And when there are collaboration set-asides, it does not tell us if those set-asides were used effectively. Third, the study focused solely on states that require or permit collective bargaining, but not those that prohibit collective bargaining. It is conceivable that states that prohibit collective bargaining – where some labor and management in some districts meet and confer – have “agreements” that are more or less restrictive than those in states with CBAs. Fourth, because this study focused on CBAs in the largest school districts, its findings do not extend to mid-size and small districts. Understanding the differences in CBAs based on district size might be

another worthwhile area of research, especially since leaving out smaller districts means the sample almost entirely excludes rural schools.

In discussing these scope limitations, it is also worth noting potential biases based on prior work experiences. First, I served for five years as a public-school teacher and was a member of an affiliate of the National Education Association (NEA) for all five years. Second, I served in several political positions, including as a Deputy Assistant Secretary for Policy, in the U.S. Department of Education during the first term of the Obama Administration. My primary focus as Deputy Assistant Secretary was on school turnaround policies, including the School Improvement Grant program. This program did not include specific regulations on collaboration or collective bargaining agreements. Moreover, since this study's research primarily focused on categorizing the language of contracts, legal statutes, and court decisions, the bias, if any, should be primarily limited to my interpretation of the legal documents, not the legal "data" itself. Still, the study attempted to minimize any bias by using systematic coding of the documents at issue.

## Chapter IV

### FINDINGS AND ANALYSIS: STATE COLLECTIVE BARGAINING LAWS AND TEACHER COLLABORATION TIME

The purpose of the study is to shed light on the effect of collective bargaining on teacher collaboration time. The study examined two research questions: first, if and how scope-of-bargaining statutes dictate that district and union leaders must bargain on collaboration time, and, second, how collective bargaining agreements promote or restrict collaboration time for teachers. This chapter provides the findings for the first question.

The scope of bargaining for teachers varies among the forty-three states and the District of Columbia that require or permit collective bargaining. These differences are determined both by state statutes and court interpretation of state statutes. Most, but not all, state statutes delineate that bargaining extends to “wages, hours, and working conditions.” Arguably both “hours” and “working conditions” (or “terms and conditions of employment”) can implicate topics that affect teacher collaboration time, including extending the length of the school day and using time during the school day for collaboration. If hours include the length of the school day, for example, then it affects the question of whether district and union leaders must negotiate on adding collaboration time at the end of the day. And carving out time for collaboration, including using preparation periods or planning periods, could arguably affect teacher load and working conditions.

Since these two commonly used terms, “hours” and “conditions,” in the state collective-bargaining statutes can relate to teacher collaboration time, this chapter coded and analyzed the state collective-bargaining statutes and related court cases from forty-

three states and the District of Columbia, which all require or permit collective bargaining. In the end, forty-four statutes and thirty-nine judicial decisions were coded, resulting in 156 coded items. At the highest level, the research uncovered the following:

- Thirty of the thirty-four states that mandate collective bargaining require or likely require bargaining on extending the length of the school day for collaboration.
- Two of the thirty-four states that mandate collective bargaining require or likely require bargaining on creating a school calendar that includes noninstructional days for teacher collaboration.
- Twenty-seven of the thirty-four states that mandate collective bargaining require or likely require bargaining on efforts to create collaboration time during the school day, including during planning and preparation periods.

“Likely require” means that this study’s interpretation of legal precedents suggest that that a court would rule that way but that the precedent is not definitive.

Before outlining in more detail how specific statutory provisions affect the scope of bargaining as related to teacher collaboration, either explicitly through statute or by court interpretation, it is important to understand the status of collective bargaining across the states. This overview of collective bargaining is the purpose of the next section.

### **Status of Collective Bargaining by State**

Collective bargaining for teachers is authorized by state statute in most instances, but not all states require collective bargaining for teachers. Some states have statutes that prohibit collective bargaining for teachers, and other states, either through statute or case law, permit but do not require collective bargaining for teachers. Table 1 summarizes which states require, permit, and prohibit collective bargaining for teachers, and Appendix C includes all of the relevant statutory provisions.

Thirty-three states and the District of Columbia have statutes that require collective bargaining for teachers. These state statutes explicitly mandate that teacher unions and management reach a collective bargaining agreement. For example, Illinois's statute includes a collective-bargaining mandate specific to schools:

[r]ecognizing that harmonious relationships are required between educational employees and their employers, the General Assembly has determined that the overall policy may best be accomplished by... (b) requiring educational employers to negotiate and bargain with employee organizations representing educational employees and to enter into written agreements evidencing the result of such bargaining. (115 Il. Comp. Stat. Ann. 5/1)

Other statutes are more widely applicable to all public-sector employees but contain a similar mandate, like in Maine where "it is the obligation of the public employer and the bargaining agent to bargain collectively" (Me. Rev. Stat. Ann. tit. 26 § 26-965 (1)).

It is worth noting a few peculiarities about those states with statutes that require collective bargaining. First, while Wisconsin's and Indiana's statutes require collective bargaining, their 2011 laws limited all public-sector collective bargaining to wages or salaries only (Wis. Stat. Ann. § 111.70; Ind. Code Ann. § 20-29-6-4). As seen in subsequent sections, the other state statutes include much broader scopes of bargaining. And, second, Tennessee's 2011 law requires "collaborative conferencing," instead of collective bargaining, that is not unlike collective bargaining except that it limits bargaining to certain subjects and specifies that the conferencing is between a representative of teachers that is not necessarily a union.

Table 1  
Collective Bargaining for Teachers by State

	<b>Required (34)</b>	<b>Permitted (10)</b>	<b>Prohibited (7)</b>
<b>States</b>	Alaska, California, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Washington, Wisconsin	Arkansas, Colorado, Kentucky, Louisiana, Mississippi, Missouri, North Dakota, Utah, West Virginia, Wyoming	Alabama, Arizona, Georgia, North Carolina, South Carolina, Texas, Virginia

Of the seventeen states that do not require collective bargaining, seven states prohibit collective bargaining for teachers, and ten states permit, but do not require, collective bargaining. The states that prohibit collective bargaining are Alabama, Arizona, Georgia, North Carolina, South Carolina, Texas, and Virginia. These seven states are excluded from this study's sample for the second research question because their school districts do not have collective bargaining agreements.

The status of collective bargaining in states can be determined by statute, court decision, or both. Five of the ten states that permit collective bargaining, but do not require it, have statutes that do so (Arkansas, Colorado, North Dakota, Utah, Wyoming). For example, Arkansas's code says that the "[f]reedom of organized labor to bargain collectively" is "public policy of the state" under the Arkansas Constitution (Ark. Code Ann. § 11-3-301). Of the five states with statutes that permit, but do not require, collective bargaining, only North Dakota's and Colorado's statutes describe the scope of bargaining. North Dakota's statute states that the parties can negotiate on the terms and

conditions of employment and “employer-employee relations, including salary and working hours” (N.D. Cent. Code §15.1-16-13(1); N.D. Cent. Code § 15.1-16-09).

Colorado’s statute states that it is not unlawful for persons to unite to bargain on wages, hours, and “for the procuring of fair and just treatment of employers, or for the purpose of aiding and protecting their welfare and interests” (Colo. Rev. Stat. Ann. §8-2-101).

In five other states, state courts have found that collective bargaining may be permitted even in the absence of a statute authorizing it (Kentucky, Louisiana, Mississippi, Missouri, West Virginia). These state courts generally have found that teachers have a right to join a union under the First Amendment (e.g., *City of Fairmont v. Retail, Wholesale, & Dept. Store Union, AFL-CIO*, 1980; *Jackson v. Hazlehurst Municipal Separate School District*, 1983) and that local school boards have the authority to collectively negotiate with representatives of its employees (e.g., *Louisiana Teachers' Association v. Orleans Parish School Board*, 1974). Of these states that permit collective bargaining for teachers in the absence of a statute explicitly permitting it, only the Missouri courts offer any guidance on the scope of bargaining: Missouri’s Supreme Court references “working conditions” (*Independence National Education Association v. Independence School District*, 2007). In West Virginia, the attorney general also provided some guidance, stating in an attorney-general opinion that the parties can negotiate on “any pertinent issues affecting school board employees” including wages, hours of employment, working conditions (*West Virginia Attorney General Opinion*, 1974).

While the scope of bargaining is not commonly defined among the states that permit, but do not require, collective bargaining, it is more widely defined among the

states that require collective bargaining. The scope of bargaining varies greatly among the District of Columbia and these thirty-three states. The next two sections will take a closer look at how the scope varies for both hours and conditions among the states.

### **Scope of Bargaining for Hours by State**

The scope of bargaining in each state requiring collective bargaining commonly includes “hours.” Of the thirty-three states and the District of Columbia that require collective bargaining, twenty-nine specifically require “hours” in their collective-bargaining statute’s scope of bargaining. Table 2 lists all of the states that require hours in the statute; their provisions can be found in Appendix C.

Table 2

Hours Required by State Statute Requiring Collective Bargaining

	<b>Hours Required by Statute (29)</b>
<b>States</b>	Alaska, California, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington

The other five states with statutes that require collective bargaining either leave the scope of bargaining undefined or define the scope in a way that does not include hours. One state, Idaho, does not define the scope of bargaining at all in its statute, even though it requires collective bargaining for teachers (Idaho Code Ann. § 33-1271). Four states that require collective bargaining by statute include provisions regarding the scope of bargaining but do not specifically include “hours” within the scope: Indiana, New Jersey, Tennessee, and Wisconsin. Those four states are summarized here:

- Indiana: Limits bargaining to wages and benefits and specifically excludes bargaining on “school calendar” (Ind. Code Ann. § 20-29-6-4; Ind. Code Ann. § 20-29-6-4.5).
- New Jersey: Limits bargaining to grievances, disciplinary disputes, and other terms and conditions of employment (N.J. Stat. Ann. § 34:13A-5.3), but note that court cases have permitted hour-related subjects.
- Tennessee: Limits “collaborative conferencing” to series of subjects that do not include hours (Tenn. Code Ann. § 49-5-608 (a)).
- Wisconsin: Limits bargaining to wages (Wis. Stat. Ann. § 111.70 (1)(a)).

Indiana and Wisconsin expressly exclude hours in their scope of bargaining. The scope of bargaining under Tennessee’s and New Jersey’s statutes is less clear. While Tennessee doesn’t include hours specifically, it does include “working conditions” which could potentially encompass hour-related issues, as discussed further in the next section. New Jersey also includes within its scope of bargaining the broader definition of “terms and conditions,” which a New Jersey court has held encompasses work hours (*Board of Education v. Englewood Teachers Association*, 1973).

Returning to the twenty-eight states (and the District of Columbia) that require bargaining on “hours,” most of these statutes fail to further define the meaning of hours and leave the interpretation of its definition to school districts and state courts. The large majority of the twenty-nine statutes simply state that the scope of bargaining includes “wages, hours, and terms and conditions of employment” or something very similar. A few other statutes include hours within their definitions of “terms and conditions of employment” (for example, Delaware). All of these states fail to provide any further statutory guidance on the meaning of hours.

However, seven of the twenty-nine statutes provide further definitions of what “hours” means or specifically require or prohibit subjects that are related to hours. Here

are the seven states requiring bargaining on hours with statutes that provide further specificity on what that means:

- Connecticut: Prohibits bargaining on “length of student school year, scheduling of student school year, length of school day . . . and scheduling of student school day” but expressly requires bargaining on “scheduling and length of teacher lunch periods and teacher preparation periods” (Conn. Gen. Stat. Ann. §10-153d(b)(1)).
- District of Columbia: Requires bargaining on “basic work scheduling” (D.C. Code § 1-612.01).
- Illinois: Permits (instead of requires) bargaining on “academic calendar, length of the work and school day” for Chicago only (115 Il. Comp. Stat. Ann. 5/4.5).
- Kansas: Requires bargaining on “hours and amounts of work” (Kan. Stat. Ann § 72-2228(b)).
- Nevada: Requires “[t]otal hours of work required of an employee on each workday or workweek” and “[t]otal number of days’ work required of an employee in a work year” (Nev. Rev. Stat. Ann. § 288.150 (2)(g)).
- Oregon: Prohibits bargaining on “the school or educational calendar” (Or. Rev. Stat. Ann. § 243.650(7)(e)).
- Tennessee: Prohibits bargaining on “professional duties” (Tenn. Code Ann. § 49-5-608 (b)).

Both Oregon and Connecticut prohibit bargaining on the school calendar; Connecticut also prohibits bargaining on both the length of the school year and the length of the school day, while expressly requiring bargaining on teacher preparation periods.

Interestingly, after a bargaining impasse between the Chicago Teachers Union and Chicago Public Schools, the Illinois state legislature passed a law making the school calendar and length the school day permissive, instead of required, so that Chicago Public Schools could elect not to bargain on those issues. In sum, twenty-two of the states with statutes requiring collective bargaining fail to provide any further clarity on what is

meant by hours, and those that do focus mostly on school calendar and length of the school day.

Where legislatures have failed to provide clarity, courts have sometimes filled the gaps. Mostly these court cases have addressed whether the school calendar is included within the hours scope of bargaining, but they have sometimes addressed other hour-related subjects as well, like length of school day.

Courts in seven states requiring collective bargaining have held that calendar is not a mandatory element of bargaining. For example, the Alaska Supreme Court affirmed that the numbers of hours that teachers work is a mandatory element of bargaining but found that school calendar is a matter of education policy and cannot be bargained on. As the Court explained,

If teachers' unions are permitted to bargain on matters of educational policy, it is conceivable that through successive contracts the autonomy of the school boards could be severely eroded, and the effective control of educational policy shifted from the school boards to the teachers' unions. Such a result could threaten the ability of elective government officials and appointive officers subject to their authority, in this case the school boards and administrators, to perform their functions in the broad public interest. (*Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 1977, p. 419)

Six other states and the District of Columbia have followed a similar line of thinking, finding that school calendar is not negotiable (Alaska, District of Columbia, Kansas, Massachusetts, Maryland, Oregon, South Dakota). A Massachusetts court, for example, prohibited bargaining on the numbers of days schools are to be open (*School Committee of Burlington v. Burlington Educators Association*, 1979). Several of these courts that find school calendars not mandatory distinguish the *amount* of hours worked from *when* teachers work, including courts in Alaska, Maryland, and South Dakota (*Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 1977; *Montgomery*

*County Education Association v. Board of Education of Montgomery County*, 1987; *West Central Education Association v. West Central School District 49-4*, 2002). Others distinguish teacher work days from student work days. While student calendars are issues of educational policy, an Oregon court explained, teacher calendars are not (*East County Bargaining Council v. Centennial School District*, 1984).

Not all courts agree, however, that the school calendar is non-negotiable. In fact, two state courts and one labor relations board (Connecticut, Nevada, California) in states requiring collective bargaining have ruled that school calendar is a mandatory element of bargaining. For example, the California PERB held that the school calendar is mandatory because “when the school board adopted the student calendar, it unilaterally adopted a work calendar for the certificated staff” (*Poway Federation of Teachers, Local 2357 v. Poway Unified School District*, 2001; see also *Clark County School District v. Local Government Employee Management Relations Board*, 1974; *State v. Connecticut Board of Labor Relations, No. 379709S*, 1993). At least two other courts have explained that the school calendar is mandatory when tied to compensation (Iowa, New Jersey).

A few other state courts interpreting statutes that require hours have found that the length of the school day is a mandatory or permissible part of hours under the statute. For example, the Kansas Supreme Court held that the workday, including the length of the day, is included in “hours and amounts of work” under the Kansas statute (*Cheew-Craw Teachers Association v. Unified School District No. 247*, 1979). New York’s highest court also found that the “number of hours of instruction is generally a term or condition of teacher employment” and thus should be a subject of negotiation (*New York City School Boards Association v. Board of Education*, 1976, p. 576).

Finally, two of the five states with statutes that permit, but do not require, collective bargaining include in their statutes hours as part of the scope of bargaining (Colorado, North Dakota). For these states, hours are a permissible subject of bargaining. The three other states – Arkansas, Utah, and Wyoming – do not outline the scope of bargaining and, therefore, do not specifically mention hours.

### **Scope of Bargaining for Conditions by State**

As mentioned above, most state collective-bargaining statutes also include “working conditions” or “terms and conditions” to define the scope of bargaining, which also can potentially encompass teacher-collaboration topics. Of the thirty-three states and the District Columbia that require collective bargaining, twenty-eight include “working conditions” or “conditions of employment” within the statutory mandated scope of bargaining. Table 3 lists all of the states that require “conditions” of some sort in the statute; their provisions can be found in Appendix C.

Table 3

#### Working Conditions by State Statute Requiring Collective Bargaining

	<b>Working conditions (or conditions of employment) by statute (28)</b>
<b>States</b>	Alaska, California, Connecticut, Delaware, Florida, Hawaii, Illinois, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Washington

In addition to Idaho’s statute which does not define the scope of bargaining in any way, five other statutes that require collective bargaining do not include “conditions”

within their scope of bargaining: District of Columbia, Indiana, Iowa, Nevada, and Wisconsin. Their statutory scopes of bargaining are described here:

- District of Columbia: Limits bargaining to “salary, wages, health benefits, with-in grade increases, overtime pay, education pay, shift differential, premium pay, hours and any other compensation matters” (D.C. Code § 1-617.17(b)) as well as the “basic workweek, hours of work, and tour of duty” (D.C. Code § 1-612.01).
- Indiana: Limits bargaining to wages and benefits and specifically excludes bargaining on “school calendar” (Ind. Code Ann. § 20-29-6-4; Ind. Code Ann. § 20-29-6-4.5).
- Iowa: Limits bargaining to “wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other matters mutually agreed upon” (Iowa Code Ann. §20.9).
- Nevada: Limits bargaining to long list of subject but does not include catch-all of conditions (Nev. Rev. Stat. Ann. § 288.150 (2)(g)).
- Wisconsin: Limits bargaining to wages (Wis. Stat. Ann. § 111.70 (1)(a)).

While two of these statutes drastically limit the scope of bargaining to wages (Indiana, Wisconsin), the other three include a laundry list of subjects that must be bargained (District of Columbia, Iowa, Nevada). These statutes are much more specific about bargaining elements than are statutes in most other states.

Seventeen of the twenty-eight statutes that specifically require bargaining on “conditions” simply state that bargaining must occur on those conditions of employment or some combination of wages (or salaries), hours, and other terms and conditions (Alaska, Connecticut, Florida, Hawaii, Illinois, Maine, Michigan, Montana, Nebraska, New Jersey, New York, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington).

Eleven of the statutes, however, define what is meant by “terms and conditions” or “working conditions” (California, Delaware, Kansas, Maryland, Massachusetts, Minnesota, New Hampshire, New Mexico, Ohio, Oregon, Tennessee). They are outlined below:

- California: Defines “terms and conditions of employment” as “health and welfare benefits . . . , leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security . . . , procedures for processing grievances pursuant . . . , the layoff of probationary certificated school district employees” (Cal. Gov't Code § 3543.2(a)).
- Delaware: Defines “terms and conditions of employment” to include “wages, salaries, donated leave program or programs . . . , hours, grievance procedures and working conditions” (Del. Code. Ann. tit.14 § 4002 (t)).
- Kansas: Limits parties to selecting no more than three “terms and conditions of professional service” from a specified list that includes varied topics like clothing and jury duty (Kan. Stat. Ann § 72-2228(b); Kan. Stat. Ann § 72-2228(I)(1)).
- Maryland: Adds that “working conditions” includes but is not limited to “procedures regarding employee transfers and assignments” (Md. Code Ann., Educ. § 6-408 (c)(1)).
- Massachusetts: Adds that “terms and conditions of employment” includes but is not limited to “in the case of teaching personnel employed by a school committee, class size and workload” (Mass. Gen. Laws ch. 150E §6).
- Minnesota: Defines “terms and conditions of employment” as “hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees” (Minn. Stat. § 179A.03(19)).
- New Hampshire: Defines “terms and conditions of employment” as “wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase ‘managerial policy within the exclusive prerogative of the public employer’ shall be construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of

technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions” (N.H. Rev. Stat. Ann. §273-A:1(XI)).

- New Mexico: Does not define “terms and conditions” but includes as mandatory subject of bargaining “impact of professional and instructional decisions made by the employer” (N.M. Stat. Ann. § 10-7E-17(D)).
- Ohio: Does not define “conditions of employment” but includes statement that public employer determines “matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure” (Ohio Rev. Code Ann. § 4117.08 (C)).
- Oregon: Uses term “employment relations,” which “includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment” and excludes various topics, including “class size, the school or educational calendar, standards of performance for evaluation of teachers, the school curriculum, reasonable dress” and “subjects that have an insubstantial or de minimis effect on public employee wages, hours, and other terms and conditions of employment” (Or. Rev. Stat. Ann. § 243.650(7)).
- Tennessee: Limits “terms and conditions” to salaries and wages, grievance procedures, insurance, fringe benefits, leave, payroll deductions, and “working conditions” and excludes, among other things, differentiated pay plans, professional evaluation, and staffing decisions (Tenn. Code Ann. § 49-5-608).

As can be seen by these summaries, many of these statutes define specifically what conditions include, and some statutes also outline what topics must be excluded. A few statutes, like those in New Hampshire and Ohio, state that issues of “managerial policy” cannot be included as a mandatory subject of bargaining (N.H. Rev. Stat. Ann. §273-A:1(XI); Ohio Rev. Code Ann. § 4117.08 (C)). Similarly, Oregon makes clear that subjects with an “insubstantial or de minimis effect” on “wages, hours, and other terms and conditions of employment” should not be included in bargaining (Or. Rev. Stat. Ann. § 243.650(7)).

Some state courts have interpreted “conditions” to include subjects that are related to teacher collaboration. For example, the Massachusetts Supreme Court found that the required hours of teaching are “conditions of employment” and thus are mandatory subjects of bargaining (*Boston Teachers Union, Local 66, American Federation of Teachers v. School Committee of Boston*, 1976). Likewise, the Nevada Supreme Court held that school calendar, which includes the length and structure of the teacher work year, is “significantly related to the teacher’s working conditions” (*Clark County School District v. Local Government Employee Management Relations Board*, 1974, p. 118), and the New Jersey Supreme Court found that work hours and workloads are considered to be “terms and conditions of employment” (*Board of Education v. Englewood Teachers Association*, 1973). Some state courts have similarly viewed teacher workloads as mandatory subjects of bargaining – such as Michigan, Minnesota, Nevada, and New York – holding that student contact time is a working condition or term of employment (*Taylor Federation of Teachers v. Board of Education*, 1977; *Foley Education Association v. Independent School District*, 1984; *Clark County School District v. Local Government Employee Management Relations Board*, 1974; *New York City School Boards Association v. Board of Education*, 1976). The Michigan appeals court explained: “[t]here is no doubt in our minds that the time a teacher is required to spend with his students is a working condition. It directly affects the energy he must expend at his job, and prevents him from either resting or performing other tasks essential to his teaching function” (*Taylor Federation of Teachers v. Board of Education*, 1977, p. 653).

## **Understanding How State Collective Bargaining Laws Affect Collaboration Time**

The data above demonstrates that states treat hours and conditions differently and that the meaning of hours and conditions remain undefined in many of the states. With hours and conditions commonly left undefined by state legislatures and courts, there is ambiguity about how potential bargaining subjects, including those that would impact teacher collaboration time, would be treated in most states. In other words, across the country questions remain about whether subjects affecting collaboration time are mandatory, permissive, or prohibited subjects of bargaining. This ambiguity often leaves district and union leaders confused about whether they must bargain on these subjects. These subjects relating to teacher collaboration time encompass everything from extending the school day for teacher collaboration to dedicating planning periods for teacher-collaboration activities.

For this reason, it is helpful to examine separately the different approaches to building in teacher collaboration time into the school year and to further investigate whether collective bargaining is required, permitted, or prohibited for those approaches in light of the scope of bargaining laws described in the previous sections. There are fundamentally two approaches to finding collaboration time: (1) create additional time by extending the length of school day to include meetings after school or by dedicating certain days during the school year for collaboration; (2) prescribe how teachers' existing time is used during the day, including planning and preparation periods. State statutes sometimes specifically address how these two areas are included in the scope of bargaining, but most determinations come down to how courts interpret "hours" and "conditions" and how they balance the impact on teachers' working conditions against

management's prerogatives in regard to education policy. As this section demonstrates, this area of the law is somewhat unsettled but provides enough guidance that descriptive legal empirical claims can be offered about what is mandatory, permitted, and prohibited in collective bargaining. In the end, the purpose here is to better understand how state statutes and courts shape the role that collective bargaining has on teacher collaboration time.

Before delving deeply into whether the two approaches for creating time for teacher collaboration are required within the scope of bargaining, it is worth emphasizing two points. First, while Indiana and Wisconsin require collective bargaining, their statutes limit collective bargaining to wages only and thus presumably do not allow bargaining on any of the issues impacting teacher collaboration time, with the exception of additional pay for added time. Second, the ten states that permit, but do not require, collective bargaining clearly do not compel collective bargaining on any of the teacher-collaboration subjects. The only relevant question is whether some of the teacher-collaboration areas are beyond the scope of permitted bargaining in those states.

### **Length of School Day and School Calendar**

One way that school districts can create time for teacher collaboration is by adding time to the school day or school year. For example, schools can ask teachers to remain after school to work in grade-level teams or dedicate an entire work day to collaboration activities (with no instructional responsibilities). This section examines whether district and union officials in each state are required to bargain on these efforts. Upon review of state statutes and caselaw, it appears that most states likely require bargaining on extending the length of the school day, but not on creating a calendar that

includes collaboration days. Table 4 shows how the states follow into the various categories for extending the day.

Table 4

## Bargaining on Length of School Day

	<b>Required or Likely Required (30)</b>	<b>Permitted or Likely Permitted (11)</b>	<b>Prohibited or Likely Prohibited (11)</b>
<b>States</b>	<p><u>Length of school day specifically required by statute (2)</u></p> <p>District of Columbia, Nevada</p> <p><u>Length of school day required by case law (6)</u></p> <p>Alaska, Kansas, Massachusetts, New Jersey, New York, Pennsylvania</p> <p><u>Likely required because includes statutory provision requiring hours (21)</u></p> <p>California, Delaware, Florida, Hawaii, Illinois (excl. Chicago),* Iowa, Maine, Maryland, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Mexico, Ohio, Oklahoma, Oregon, Rhode Island, South Dakota, Vermont, Washington</p> <p><u>Likely required because no statutory provision on bargaining scope (1)</u></p> <p>Idaho</p>	<p><u>Length of school day specifically permitted by statute (1)</u></p> <p>Illinois (Chicago)</p> <p><u>Hours permitted by statute (2)</u></p> <p>Colorado, North Dakota</p> <p><u>No statutory provision on bargaining scope (8)</u></p> <p>Arkansas, Kentucky, Louisiana, Mississippi, Missouri, Utah, West Virginia, Wyoming</p>	<p><u>Collective bargaining prohibited (7)</u></p> <p>Alabama, Arizona, Georgia, North Carolina, South Carolina, Texas, Virginia</p> <p><u>Length of school day prohibited by statute (4)</u></p> <p>Connecticut, Indiana, Tennessee, Wisconsin</p>

\* Note that Illinois and Chicago are listed separately because the Illinois state statute includes different scopes of bargaining for the two.

As a reminder, twenty-eight states and the District of Columbia include “hours” within their scope of bargaining. Only four of the twenty-nine bargaining statutes include any further definition of hours as related to length of the school day or the school calendar. Connecticut, for example, prohibits bargaining on “length of student school year, scheduling of student school year, length of school day . . . and scheduling of student school day” (Conn. Gen. Stat. Ann. §10-153d(b)(1)). Similarly, Oregon prohibits bargaining on the “school or educational calendar” (Or. Rev. Stat. Ann. § 243.650(7)(e)). The District of Columbia and Nevada statutes, however, mandate that the parties bargain on “basic work scheduling” (D.C. Code § 1-612.01) and “[t]otal hours of work required of an employee on each workday or workweek” and “[t]otal number of days’ work required of an employee in a work year” (Nev. Rev. Stat. Ann. § 288.150 (2)(g)). Illinois presents an interesting case, as the legislature enacted a statute that makes “academic calendar, length of the work and school day” permissible, not required, for Chicago only (115 Il. Comp. Stat. Ann. 5/4.5). It is required in the rest of Illinois. The remaining states that require bargaining on hours provide no further definition about whether length of the day or school calendar is included.

A few state courts have interpreted scope of bargaining provisions as related to length of the school day. Alaska, Kansas, Massachusetts, New York, and Pennsylvania courts appear to hold that length of day and the total number of hours to be worked are included within the scope of their bargaining statutes. The Kansas Supreme Court, for example, found that the length of the day is included in “hours and amounts of work” under the Kansas statute (*Chee-Craw Teachers Association v. Unified School District No. 247*, 1979). Similarly, the Pennsylvania Supreme Court concluded that “[h]ow many

hours one is going to work; what periods of time will be covered; the starting time; the ending time” are all commonly understood to be included in the definition of work hours (*Pennsylvania Labor Relations Board v. State College Education Association*, 1973, p. 412; see also *Boston Teachers Union, Local 66, Am. Federation of Teachers (AFL-CIO) v. School Committee of Boston*, 1976; *Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 1977; *New York City School Boards Association v. Board of Education*, 1976).

It is worth noting that a court in at least one state, New Jersey, weighed heavily the education purpose and the compensation of the extra hours in deciding whether a school district is entitled make the length-of-school-day decision unilaterally (*Board of Education v. Woodstown-Piles Grove Regional Education Association*, 1980). In New Jersey, the Supreme Court considered whether adding two additional hours for the school day to the day before Thanksgiving was a mandatory subject of bargaining (*Board of Education v. Woodstown-Piles Grove Regional Education Association*, 1980). The court concluded that that the extra hours must be negotiated, explaining that “being no demonstration of a particularly significant educational purpose, and the budgetary consideration being the dominant element, it cannot be said that negotiation and binding arbitration of that matter significantly or substantially trespassed upon the managerial prerogative of the board of education” (*Board of Education v. Woodstown-Piles Grove Regional Education Association*, 1980, p. 1137). However, the court focused heavily on the compensation for those extra hours, suggesting that it was the compensation that was mandatorily negotiable, not the hours themselves. In the end, the New Jersey Supreme Court used a balancing test that required that the “nature of the terms and conditions of

employment must be considered in relation to the extent of their interference with managerial prerogatives” (*Board of Education v. Woodstown-Pilesgrave Regional Education Association*, 1980, p. 1135; see also *Piscataway Township Education Association v. Piscataway Township Board of Education*, 1998). It is possible that courts, following the approach in New Jersey, might weigh heavily the district’s purpose of adding collaboration time at the end of school day and require only that the compensation be negotiated for the extra pay, not the extra time itself.

Still, it is difficult to imagine other courts disagreeing with the other five courts above and concluding that at least the impact of changes in the length of the school days, if not the hours increase themselves, need not be negotiated when state’s bargaining statute includes “hours.” Since “hours” likely includes total hours worked, it would follow that the length of the school day would generally be included within the scope of bargaining. Any extension of the work day necessarily means extra hours worked by teachers and thus must be negotiated. That there is no case law excluding length of school day from bargaining only serves to bolster this position. There are twenty other states that require “hours” without any further statutory or judicial clarification on whether length of school day is a required subject of bargaining (California, Delaware, Florida, Hawaii, Iowa, Maine, Maryland, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Mexico, Ohio, Oklahoma, Oregon, Rhode Island, South Dakota, Vermont, Washington). Given the persuasive authority described above and the reasoning within those authorities, it is likely that district and union officials in these twenty states must also bargain on the length of the school day.

The requirement to bargain on school calendar is less certain than it is for length of the school day. In fact, the court decisions that have addressed the calendar issues suggest that school calendar will generally not be considered a mandatory subject of bargaining (see Table 5). Before examining the court cases on school calendar, it is worth remembering that two states that require bargaining appear to prohibit bargaining on the school calendar altogether: Connecticut on “scheduling of student school year” (Conn. Gen. Stat. Ann. §10-153d(b)(1)) and Oregon on the “school or educational calendar” (Or. Rev. Stat. Ann. § 243.650(7)(e)). The other twenty-seven statutes that require bargaining on hours do not specifically prohibit or require bargaining on the school calendar, leaving to their courts the interpretation of “hours.”

Table 5

## Bargaining on School Calendar

	<b>Required or Likely Required (2)</b>	<b>Permitted or Likely Permitted (31)</b>	<b>Prohibited or Likely Prohibited (19)</b>
<b>States</b>	<u>School calendar likely required by case law (2)</u> California, Nevada	<u>School calendar permitted by statute (3)</u> Colorado, Illinois (Chicago), North Dakota <u>No statutory provision on bargaining scope (8)</u> Arkansas, Kentucky, Louisiana, Mississippi, Missouri, Utah, West Virginia, Wyoming <u>Likely permitted because includes statutory provision requiring hours (20)</u> Delaware, Florida, Hawaii, Illinois (excl. Chicago)*, Iowa,	<u>Collective bargaining prohibited (7)</u> Alabama, Arizona, Georgia, North Carolina, South Carolina, Texas, Virginia <u>School calendar prohibited by statute (5)</u> Connecticut, Indiana, Oregon, Tennessee, Wisconsin <u>School calendar prohibited by case law (7)</u> Alaska, District of Columbia, Kansas, Maryland,

		Maine, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Vermont, Washington	Massachusetts, New Jersey, South Dakota
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\* Note that Illinois and Chicago are listed separately because the Illinois state statute includes different scopes of bargaining for the two.

The courts that have ruled on the issues of whether school calendars are a mandatory subject of bargaining have generally found that the school calendar, especially as it relates to student days, is not a mandatory subject of bargaining. A District of Columbia court decision shows how courts weigh the policy importance of setting school calendar against its impact on the terms and conditions of teacher employment. There, the District of Columbia Public Schools unilaterally decided that Good Friday would be a school day and that the district's closing day would move up by one day, leaving unchanged the total number of work days. The District argued that closing earlier would potentially reduce time spent in hot buildings, provide more time for summer programs, allow for easier summer employment for students, and so on. The DC Court of Appeals agreed with the District and the PERB that calendar decisions did not need to be negotiated because the calendar changes bear "too substantially upon too many and important non-teacher interests to be settled by collective bargaining" (*Public Employee Relations Board v. Washington Teachers' Union Local 6*, 1989 (citing *Board of Education v. Woodstown-Pilesgrove Regional Education Association*, 1980 (quoting *Biddeford v. Biddeford Teachers Association*, 1973), p. 1136).

The Supreme Court of South Dakota arrived at the same conclusion. In *West Central Education Association v. West Central School District 49-4* (2002), the school district decided to establish the school calendar outside of collective bargaining, although it did solicit input from the union as well as others. The court explained that its job was to decide “whether the issue is one properly decided by the political process or by collective negotiations.” It would be a matter for collective negotiations only if it “would not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy” (pp. 920-921). Here, the court found that requiring bargaining on the school calendar did interfere because the calendar affects, among others, students, parents, taxpayers, and the entire community. It noted also that the state legislature gave the school board the power over the calendar, professional development days, and so on (*West Central Education Association v. West Central School District 49-4*, 2002).

Indeed, most courts addressing the school calendar issue, with a few exceptions, have found that the school calendar is not a mandatory subject of bargaining. Those decisions are from courts in Alaska, Kansas, Maryland, Massachusetts, and New Jersey (*Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 1977; *National Education Association-Kansas City v. Unified School District No. 500*, 1980; *Montgomery County Education Association v. Board of Education of Montgomery County*, 1987; *School Committee of Burlington v. Burlington Educators Association*, 1979; *Piscataway Township Education Association v. Piscataway Township Board of Education*, 1998). However, at least one court and one labor relations board have ruled differently, especially where the issue determines the total number of days teachers work.

In Nevada, a court held that the days a teacher must work in a year is “significantly related to the teacher’s working conditions” (*Clark County School District v. Local Government Employment Management Relations Board*, 1974, p. 118). Moreover, a California labor relations board decision demonstrated the distinction between student and employee calendar. There, the labor relations board explained that the district can unilaterally adopt a student calendar, but it must bargain on the school year’s beginning and end dates and teacher holidays (*Poway Federation of Teachers, Local 2357 v. Poway Unified School District*, 2001).

Even for states without statutes or cases addressing school calendar, these court opinions suggest that most districts are, at the least, likely not required to bargain on school calendar when there is no change in the total number of days and hours teachers work. Without any changes in hours worked, courts have primarily concluded that the broad policy implications of the school calendar outweigh the employee interests of teachers, even when hours or conditions are included within the statutory scope of bargaining. In *PERB v. Washington Teachers Union* (1989), the DC court went out of its way to note that there was no change to the total number of days worked. And the South Dakota Supreme Court announced that “[a]lthough employees are entitled to negotiate the number of hours worked, it does not follow that employees can negotiate when an employer deems it necessary to report to work” (*West Central Education Association v. West Central School District 49-4*, 2002, p. 923). If state courts were to follow this persuasive authority, most would conclude that district and union leaders are not required to bargain on when school starts and ends, when teachers meet without students, and which days are for professional development or some other in-service purpose.

What this means for teacher collaboration is that district and union leaders in most states will negotiate on efforts to use days during the year for teacher collaboration purposes only if both parties agree to do so. When no additional days are added to the calendar, it appears that calendar decisions can largely be made by the district alone. But if days are added to the calendar, which implicates total hours worked and compensation, districts in most states might run afoul of the bargaining statutes if they were to make the changes outside of the collective-bargaining process. In a way, the determination turns, in part, on whether teachers face increased work hours, which is also a relevant factor when exploring in the next section the use of teaching time during the school day.

### **Use of Teacher Time During the Day**

Another way to carve out collaboration time is to build in time to the existing school day, either by increasing noninstructional time or using planning or preparation periods for the purpose of teacher collaboration. For example, a school can decide to use a portion or all of its planning and preparation periods for teacher collaboration when those periods for teachers overlap. Table 6 shows the summary of how bargaining on teacher time during the school is treated by each state. In total, it appears that twenty-seven states require or likely require bargaining on teacher time during the school day; ten states permit it; and fourteen states prohibit or likely prohibit it. Explanations of each category follow.

Table 6

## Bargaining on Teacher Time During the School Day

	<b>Required or Likely Required (27)</b>	<b>Permitted or Likely Permitted (10)</b>	<b>Prohibited or Likely Prohibited (14)</b>
<b>States</b>	<u>Teacher time required by statute (1)</u> Connecticut (teacher prep) <u>Teacher time required by case law (8)</u> Alaska, Iowa, Michigan, Minnesota, New Jersey, New York, Ohio, Oregon <u>Likely required because includes statutory scope that covers conditions (17)</u> Delaware, Florida, Hawaii, Kansas, Illinois, Maine, Maryland, Massachusetts, Montana, Nebraska, New Hampshire, New Mexico, Oklahoma, Pennsylvania, Rhode Island, Vermont, Washington <u>Likely required because no statutory provision on scope (1)</u> Idaho	<u>Teacher time permitted by collective bargaining (10)</u> Arkansas, Colorado, Kentucky, Louisiana, Mississippi, Missouri, North Dakota, Utah, West Virginia, Wyoming	<u>Collective bargaining prohibited (7)</u> Alabama, Arizona, Georgia, North Carolina, South Carolina, Texas, Virginia <u>Likely prohibited because statute limits scope of conditions (2)</u> California, District of Columbia <u>Teacher time prohibited by statute (4)</u> Indiana, Nevada (except teacher prep), Tennessee, Wisconsin <u>Teacher time prohibited by AG Opinion (1)</u> South Dakota

There are a few states with statutes that specifically require bargaining on the use of teacher time during the school day. For example, Connecticut's statute requires that preparation periods be included in negotiations (Conn. Gen. Stat. Ann. §10-153d(b)(1)). Some state statutes also specifically address teacher workloads or the content of teacher

work days. While the Nevada statute requires bargaining on teacher-preparation periods, it explicitly excludes from bargaining “[t]he content of the workday, including without limitation workload factors” (Nev. Rev. Stat. Ann. § 288.150). In a similar vein, the Tennessee “collaborative conferencing” statute does not allow bargaining on “professional duties,” which presumably includes the responsibilities of the teacher during the school day (Tenn. Code Ann. § 49-5-608 (b)).

For most of the states, however, the determination of whether teacher-time issues must or can be bargained is based on an interpretation of “working conditions” without any further definition from the statutes. It is helpful to turn first to the state courts that have already ruled on subjects relating to how a teacher’s time is used during the school day because these cases offer persuasive authority and reasoning for other state courts that might be asked to interpret their states’ scope-of-bargaining provisions.

Several state courts have addressed teacher planning and preparation periods, with almost all finding that they are mandatory subjects of bargaining. In *Foley Education Association v. Independent School District* (1984), for example, two teachers in Minnesota sued the Independent School District for committing unfair labor practices, claiming that the District refused to negotiate teaching assignments and schedules. There, the District had unilaterally required secondary teachers to teach six instead of five periods within the same school day and reduced elementary teachers preparation time from fifty to twenty-five minutes. The Minnesota Supreme Court explained that those changes in teacher assignment are mandatory subjects of bargaining, stating that teaching more students and decreasing preparation time “necessarily increases the teachers’

workloads and, hence, impacts on the conditions of their employment” (*Foley Education Association v. Independent School District*, 1984, p. 923).

A few other state judicial bodies found that planning and preparation periods are negotiable, but failed to detail their reasoning. The Alaska Supreme Court held that planning and preparation time was negotiable, stating only that it was somehow related to salaries and the number of hours worked (*Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 1977). An Ohio labor relations board and an Oregon appeals court also held that planning or preparation time is mandatory, also without explaining their reasoning (*In re Montgomery County Joint Vocational School District Board of Education*, 1989; *Springfield Education Association v. Springfield School District No. 19*, 1976). In addition, a court in New York appears to permit negotiating on preparation periods (*New York City School Boards Association Inc. v. Board of Education of City School District of City of New York*, 1975), and an Iowa labor relations board found that preparation periods are only a permissive subject of bargaining but that pay relating to changes in workload are mandatory subjects of bargaining (*Bettendorf-Dubuque Community School Districts*, 1976). Note that in South Dakota, however, the Attorney General released an opinion announcing that lesson-planning time is a management prerogative and not negotiable because it concerns the “control of work” (*South Dakota Attorney General Opinion*, 1972, p. 12).

In addition to ruling on teacher planning and preparation time, some courts have addressed use of teacher time during the school day by considering whether decisions on student contact time and workload generally are mandatory, permissive, or prohibited areas of bargaining. Courts generally have found those issues to be mandatory subjects

of bargaining, including courts in Michigan, Minnesota, Nevada, New Jersey, and Oregon (*Taylor Federation of Teachers v. Board of Education*, 1977; *Foley Education Association v. Independent School District*, 1984; *Clark County School District v. Local Government Employee Management Relations Board*, 1974; *Maywood Board of Education v. Maywood Education Association*, 1979; *Gresham Grade Teachers Association v. Gresham Grade School District No. 4*, 1981). For example, in *Taylor Federation of Teachers v. Board of Education* (1977), a Michigan appeals court considered whether a school district's decision to increase by thirty minutes per day kindergarten teachers' time with students must be bargained on. The court agreed with the union that student contact time is a "working condition," stating that student contact time "directly affects the energy he must expend at his job, and prevents him from either resting or performing other tasks essential to his teaching function" (p. 653).<sup>3</sup> In the end, courts in eight states require bargaining on teacher time during the day in some fashion.

All of these cases about the use of teacher time suggest that – where the scope of bargaining in a state statute is generally defined as something akin to "wages, hours, and term and conditions of employment" – the courts will likely find that teacher responsibilities during the day are mandatory subjects of bargaining. The few courts that have explained their rationale have focused on the fact that changing the amount of time for preparation time or changing the amount of time spent with students during the day

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<sup>3</sup> A South Dakota court found that the union and school district must negotiate for compensation for student contact time because it "intimately and directly" affects the work and welfare of the teachers. The question focused on compensation, not the student-contact time itself. However, the court also found that the weighted compensation for teachers instructing students with certain needs, like students with disabilities, was a matter solely for management (*Rapid City Education Association v. Rapid City Area School District*, 1985, p. 565).

impacts teachers' working conditions. A Michigan appeals court, for example, noted how changing the student contact time and time for rest and preparation affects "the energy" a teacher must expend at their job (*Taylor Federation of Teachers v. Board of Education*, 1977, p. 479).

Interestingly, the courts have focused primarily on teacher workload, specifically instructional workload. Some education scholars have noted the importance of instructional workload, not just on teacher working conditions, but also on student achievement (e.g., Ouichi, 2009). Teacher assignments and student contact time also can affect education policies, like class size, teaching hiring, and so on. Thus it can be argued that workload is closely connected to education policy as well to teacher working conditions. Despite the connection of workload to education policy, the handful of courts that have considered these scope of bargaining issues on teacher time during the day have found that the effect on working conditions outweighs management's interest in education policy, requiring the issues to be bargained.

It is possible that some courts might rule differently when the potential bargaining subject focuses specifically on how planning or preparation periods are used, not the amount of time allocated to them. Presumably school-district officials might decide to repurpose existing preparation and conference periods for teacher collaboration, without adding or subtracting those periods or the amount of total student contact time. Because the courts seem primarily concerned with the variations in workload created by changes in amount of student contact time or changes in the amount of preparation time, it might be argued that any changes to the purpose of planning and preparation periods does not

affect the teacher workload. In other words, only issues that affect the amount of teaching time are required to be bargained on.

On the other hand, union leaders would likely contend that repurposing the planning or preparation periods for teacher collaboration, even without a change to student contact time, can meaningfully affect teacher working conditions. Teachers would presumably have less time to rest, prepare their lesson plans, meet with parents, grade, and so on. As the Michigan court observed: the preparation periods allow teachers to rest and “perform[] other tasks essential to [their] teaching function” (*Taylor Federation of Teachers v. Board of Education*, 1977, p. 479). In light of these effects on teachers, courts will probably find that any decision to use existing planning and preparation periods for teacher collaboration must be negotiated.

In the end, based on how courts would probably rule on the issue, it is likely that using preparation time or other time during the school day for teacher collaboration is an issue that must be negotiated, unless state statutes prohibit bargaining on how teacher time is used. The result is that district and union leaders in eighteen states should probably err on the side of including use of teacher time in their bargaining. Bargaining on creating collaboration time during the school day should probably be treated as mandatory for the following eighteen states: states that require collective bargaining and include “working conditions” or “terms and conditions” generally without any further definition and even without current rulings from their state courts (Florida, Hawaii, Illinois, Maine, Montana, Nebraska, New Mexico, Oklahoma, Pennsylvania, Rhode Island, Vermont, Washington); states that require collective bargaining but without any statutory provisions on the scope of bargaining (Idaho); and states that provide some

definition of “terms and conditions” but do not exclude working conditions (Delaware, Kansas, Maryland, Massachusetts, New Hampshire). Interestingly, Kansas, and Massachusetts specifically include “amounts of work” and “workload,” respectively, as well as other topics generally (Kan. Stat. Ann § 72-2228(b); Mass. Gen. Laws ch. 150E §6). By requiring bargaining on topics that affect workload, Kansas and Massachusetts are even more likely to require bargaining on how teachers’ time is used. More about this statutory focus on workload will be discussed in the final chapter.

There are a few states where added statutory language might make it a closer call. To begin with, Oregon similarly includes an open definition of “other conditions of employment,” but it excludes “subjects that have an insubstantial or de minimis effect on public employee wages, hours, and other terms and conditions of employment” (Or. Rev. Stat. Ann. § 243.650(7)). This additional statutory language, however, is unlikely to have any bearing on a court’s interpretation of whether use of teacher time is mandatory since courts undertake a balancing test in any event. Similarly, New Hampshire and Ohio include “conditions of employment” but exclude “inherent” or “exclusive” managerial policy (N.H. Rev. Stat. Ann. §273-A:1(XI); Ohio Rev. Code Ann. § 4117.08 (C)). But this language seemingly just reinforces the balancing test similar to what the courts have already undertaken in other jurisdictions. If courts in Oregon, New Hampshire, and Ohio would ultimately favor the union position of including teacher time in bargaining, which is likely, it appears that union and district leaders in twenty-seven states in total are likely required to bargain on creating teacher collaboration time during the school day. Table 7 again shows the states that likely require bargaining on collaboration time during the school day.

Table 7

## Bargaining Required on Teacher Time During the School Day

<b>Required or Likely Required (27)</b>
<u>Teacher time required by statute (1)</u> Connecticut (teacher prep)
<u>Teacher time required by case (8)</u> Alaska, Iowa, Michigan, Minnesota, New Jersey, New York, Ohio, Oregon
<u>Likely required because includes statutory scope that covers conditions (17)</u> Delaware, Florida, Hawaii, Kansas, Illinois, Maine, Maryland, Massachusetts, Montana, Nebraska, New Hampshire, New Mexico, Oklahoma, Pennsylvania, Rhode Island, Vermont, Washington
<u>Likely required because no statutory provision on scope (1)</u> Idaho

The other twenty-two states and the District of Columbia seemingly do not require that union and district leaders bargain on creating collaboration time during the day for teachers. Of those twenty-three, we know that fourteen states prohibit or likely prohibit bargaining on use of teacher time during the day: seven prohibit collective bargaining altogether; four restrict bargaining to wages (Indiana, Nevada, Tennessee, Wisconsin); two define conditions but do not include use of teacher time (California, District of Columbia); and South Dakota seemingly prohibits bargaining specifically on teacher time through case law and an Attorney General’s opinion.

As mentioned above, two states – California and District of Columbia – likely prohibit bargaining on the use of teacher time because they leave teacher-time matters out of their more specific list of bargaining topics. When California defines “terms and conditions of employment,” for example, it makes no mention of general conditions or other terms that implicate teachers’ hours during the day. The statute explicitly limits the

scope of representation to the subjects like leave, transfer, class size, grievance procedures, and so on (Cal. Gov't Code § 3543.2(a)). Similarly, the District of Columbia's statute limits bargaining to issues like health benefits, overtime pay, and basic workweek (D.C. Code § 1-612.01). Without a catchall like "conditions," the absence of preparation periods, student time, and other teacher workload issues from the list suggests strongly that those issues are not required subjects of bargaining.

That leaves another ten states: Ten other states permit, but do not require, collective bargaining and do not explicitly prohibit bargaining on use of teacher time or have any court decisions requiring such prohibitions (Arkansas, Colorado, Kentucky, Louisiana, Mississippi, Missouri, North Dakota, Utah, West Virginia, Wyoming). In those ten states, it appears that union and district leaders can elect to bargain on using time during the day for teacher collaboration, but they are not required to do so. Most of these statutes and court decisions do not even define the scope of bargaining, which suggests that nothing prohibits bargaining on use of teacher time or any other bargaining subjects for that matter. The only permissive states with statutes that include anything about the scope of bargaining are Arkansas, Colorado, and North Dakota. The Arkansas statute appears to expressly permit bargaining on teachers' planning periods (Ark. Code Ann. § 6-17-114(a)(2)(C)), and the language in the Colorado statute – which covers bargaining on "fair and just treatment from employers" and employees' "welfare and interests" – is not meaningfully different from working conditions and thus likely permits bargaining on use of teacher time during the school day (Colo. Rev. Stat. Ann. §8-2-101). The same can be said for the North Dakota statute's "scope of bargaining provision," which allows for negotiating on "terms and conditions" and "employer-employee

relations” including “working hours” (N.D. Cent. Code § 15.1-16). Note also that in Missouri, a court permitted “working conditions,” explaining that “[a]lthough the employer is not required to reach an agreement with employees as to working conditions, once an employer has done so, it is bound by the terms of that agreement” (*Independence National Education Association v. Independence School District*, 2007). Finally, Attorney General advisory opinions in West Virginia and Wyoming also include “working conditions” within the scope of permissive bargaining (*West Virginia Attorney General Opinion*, 1974; *Wyoming Attorney General Opinion*, 1978).

In sum, the following are the bargaining requirements on use of teacher time during the school day: twenty-seven likely require bargaining; ten likely permit bargaining; and fourteen likely prohibit bargaining. That twenty-seven states likely require bargaining on efforts to create collaboration time during the school day elevates the importance of collective bargaining in creating collaboration time. Ultimately, in most states school leaders and teachers cannot find time for collaboration without the help of the collective bargaining agreements.

## Chapter V

### FINDINGS AND ANALYSIS: COLLECTIVE BARGAINING AGREEMENTS AND TEACHER COLLABORATION TIME

The research above suggests that district and union leaders in most states are required to bargain on issues that affect teacher collaboration, including extending the school day and using planning and preparation periods for collaboration. This finding makes it all the more important to better understand the role of existing collective bargaining agreements on teacher collaboration. Understanding how some CBAs create opportunities for collaboration and other CBAs frustrate efforts to set aside time for collaboration is the purpose of the second research question.

After coding and analyzing the CBAs from thirty-one of the nation's largest school districts, the study confirmed that provisions in the CBAs both promote and restrict collaboration time and that the CBAs take varied approaches to both how they control teacher hours and treat collaboration time. The next two sections in this chapter examine in turn the CBA provisions that promote collaboration time and those that restrict collaboration time, delving into the specifics of many of the provisions. The study also reveals that CBAs often include both sets of provisions – those that promote and those that restrict collaboration time – and that these provisions intersect in complex ways to affect the overall ability of teachers and schools leaders to create teacher collaboration time. The chapter's final section highlights some of these interactions and themes, draws distinctions among the various school districts, and profiles some CBAs that overall promote collaboration and some that restrict collaboration.

### **CBA Provisions that Promote Collaboration Time**

The review of the CBA provisions examined several ways that the CBAs promote collaboration time, such as excluding limits on hours teachers can work, providing for processes for creating alternative schedules, allowing for flexible use of teacher planning and preparation periods, setting aside time for collaboration, and stating general support for collaboration. Below is a summary of the findings on how CBAs promote collaboration time:

- No Limits on Work-Day Hours: Nine of the thirty-one CBAs do not limit the number of hours that teachers can work in a day or week.
- Alternative Schedules: Nine of the thirty-one CBAs allow for alternative schedules that diverge from the hour requirements in the CBAs, if a certain process is followed.
- Planning and Preparation Periods: Sixteen of the thirty-one CBAs allow for collaboration activities among teachers in planning and preparation periods or give control over those periods to school administrators.
- Faculty Meetings and Other Set-Asides: Twenty-eight of the thirty-one CBAs set aside specific time for faculty meetings, usually after school or on early release, and many of those districts specifically allow for collaboration time during those meetings. Six CBAs specifically set aside weekly time for faculty to collaborate, and five others create meetings on a monthly or yearly basis for teacher collaboration.
- General Support for Collaboration: Five CBAs include provisions that encourage teacher collaboration and efforts to set up common-planning time, but those provisions do not specifically set aside time in the school calendar for doing so.

Appendix D contains the relevant provisions from the thirty-one CBAs, and the following sections provide additional details about the various findings above.

### CBA Does Not Limit Hours Worked

To begin with, the analysis coded total hours that teachers are permitted to work under each CBA. If a school district's CBA limits the total number of hours that teachers can work, then it is more difficult to find work time for collaboration. Without a work-hour maximum in place, presumably school leaders and teachers have the option of including additional time in the day for collaboration.

While it was much more common for the collective bargaining agreements to include limits on teachers hours than to exclude them, nearly one third of the CBAs (9 of 31) appear to include no limit on the hours that teachers can work during a day or week. Eight CBAs explicitly express that there are no hour limits, and one does not appear to mention hours required or describe a normal work day at all. See Table 8.

Table 8

#### No Limits on Hours that Teachers Can Work Overall

<b>District</b>	<b>State</b>	<b>Does not limit the number of hours teachers can be on duty during a day or week</b>
Anchorage	AK	Teachers shall remain on duty combined total of sixty minutes before and after school (minimum, not maximum)
Granite	UT	Teachers shall remain on duty at least fifteen to twenty minutes after school closing time
Knox County	TN	Teachers shall be on duty at least seven hours each day, and principals can request additional time, including for faculty meetings
Lee	FL	Teacher work days are seven and a half hours per week, but teachers are professionals that may be required to participate beyond normal work day
Long Beach	CA	States that seven hours per day is normal workday, but also states professional duties do not lend themselves to a total maximum daily work time
Los Angeles	CA	No total maximum daily work time of definite or uniform length because of "the varying nature of professional duties"
Montgomery County	MD	Professionals attend activities beyond school day, and professional personnel often work more than eight hours per day

Santa Ana	CA	No mention of work hours
San Bernardino	CA	Minimum, not maximum, work day

These nine CBAs eschew the hour limit in different ways. The CBAs in Anchorage, Granite, Knox County, and San Bernardino state that there is a minimum, not maximum, hour requirement. For example, Knox specifically says that teachers must be on duty for “at least” seven hours and forty-five minutes each day, as well as stating that the principal may require “additional time” for teachers to meet the “needs of the system or requirements of the job” (p. 7).

Four other CBAs emphasize that “professionals” may be required to attend work beyond the work day (Lee, Long Beach, Los Angeles, Montgomery County). Montgomery County’s CBA is a good example of this “professional” requirement: While the CBA states that the professional salary schedule is based on an eight-hour work day, it explains that “personnel will often work more than eight hours per day” (p. 37). The CBA further emphasizes the professional nature of teachers:

As professionals, MCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the work day to meet student needs. The parties recognize that teachers frequently need to attend school activities, events, training, and parent conferences that extend or occur beyond the student day, in the evening, or on weekends. (p. 38)

Similarly, Long Beach states that teachers should “normally” expect at least eight hours of “effort” each day and that “the varying nature of [] professional duties may not lend itself to a total maximum daily work time of definite or uniform length” (p. V-1). These CBAs do not limit the hours that teachers can work and instead expect them to meet some professional level of commitment.

### CBA Offers Alternative Schedules

If the CBA does not build in flexibility on teacher-hour limits, a CBA can still achieve scheduling flexibility for teacher collaboration by including a process for developing alternative schedules. Ten of the thirty-one CBAs build in such a process for creating alternative schedules. Note that two of these CBAs, however, do not permit the alternative schedules to exceed the CBA-mandated teacher hour limit (Columbus City, Lee). Lee is an interesting case, in that the District’s CBA contains duty-hour limits – including for alternative schedules – but states that teachers’ participation beyond the work day may be required because “teachers are professionals” (p. 12). It is not clear what the implications are for alternative schedules, but the professional language suggests that it might be possible to exceed hour limits. For this reason, only Columbus City’s CBA was not counted as including an alternative-schedule process that increases flexibility. Table 9 shows the CBAs that include a process for creating alternative schedules.

Table 9

#### Alternative Schedules

<b>District</b>	<b>State</b>	<b>Allows for alternative schedule under certain conditions</b>
Baltimore City	MD	Allows certain schools (e.g., turnaround school) to extend the school day through joint union/school committee
Columbus City	OH	Allows for alternative schedule with secret-ballot vote by school’s teachers so long as schedule does not exceed teacher work hours limit
Detroit	MI	Allows for alternative schedule if at least 75% of the regular full-time union members assigned to the school vote to approve the change
Duval	FL	Provides for contract waiver process through shared decision-making process to “address creative resolutions to issues such as common planning time for teachers”

Jefferson County No. R1	CO	Creates Scheduling Committee to design daily, weekly, and annual schedules and can consider traditional, block, blended, extended day, etc.
Lee	FL	Establishes pilot process to create flexible work schedule for professional learning communities, so long as flexible schedules do not exceed teacher work hours limit
Montgomery County	MD	Allows for alternative schedules initiated by school leadership team, approval by 58% of the school's union members, or a major district initiative
San Diego	CA	Allows "flexible" schedules, including increase in number of work hours per week if approved by principal, division head, union, and two-thirds of school's teachers in a secret ballot
Washoe County	NV	Allows for "deviation" from instructional day if included in School Improvement Plan and approved by the superintendent
Wichita	KS	Allows for extended school day if approved by Board and 80% of school's staff in a secret ballot (staff members not supporting extended day have the right to transfer)

Three of these alternative-schedule processes focus specifically on collaboration as at least one of the primary purposes of the alternative schedules (Duval, Jefferson County No. R1, Lee). Duval's CBA establishes a "master contract waiver process" so that schools can develop "creative solutions" for issues such as "common planning time for teachers" (p. 103). In Jefferson County No. R1, a Scheduling Committee "may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning, structures, extended day, etc.)." In creating those schedules, the Scheduling Committee is specifically directed to consider collaborative planning time, both for non-contact days and weekly schedules. The other CBA that specifically mentions collaboration – Lee – uses the alternative schedule to create opportunities for professional learning communities.

What most of these CBA-embedded processes have in common is shared decision-making that involves teachers in the scheduling process. To waive CBA

provisions in Duval, for example, the school must use a shared decision making process and submit a waiver request form and meeting documentation. Once the school administrator and union representative have signed the waiver request form, they submit it to the regional superintendent and union board for approval or denial of the request. For others, the processes for achieving these extended work days require approval of a large majority of a school's teachers. For example, Wichita allows for an extended school day only if it is approved by the district's Board and 80% of the school's staff in a secret ballot. Even with that process, any staff members not supporting the extended day have the right to transfer to another school in the district. San Diego takes a similar approach. In that district, the CBA allows for flexible schedules and more work hours per week if it is approved by the principal, the division head, the union, and two-thirds of a school's teachers in a secret ballot. Others do not require a vote by a school's teachers, but ensure that the union remains involved. Baltimore City, for example, permits alternative schedules for certain types of schools, including charter schools and low-performing schools, if agreed upon by a joint committee of administrators and union representatives.

### **CBA Allows Teacher Planning and Preparation Periods to Support Collaboration**

Another way to create collaboration time is to use pre-existing planning or preparation periods. All of the CBAs guarantee teachers some amount of planning or preparation periods, and these planning and preparation periods are usually the largest noninstructional portion of a teacher's day. As shown in Table 10 and below, sixteen CBAs seemingly allow for collaboration activities among teachers or cede control over those noninstructional periods to administrators (Anchorage, Baltimore City, Broward,

Clark County, Detroit City, Duval, Granite, Hillsborough, Lee, Long Beach, Los Angeles, Montgomery County, Omaha, San Bernardino, San Diego, Washoe).

Table 10

Planning and Preparation Periods Allow Collaboration

District	State	Allows dedicated noninstructional time, like preparation or planning periods, to be used for collaboration or is controlled by principal
Anchorage	AK	Allows teachers to use instructional planning time for “collaborative team planning”
Baltimore City	MD	Allows principal to use preparation period for planning
Broward	FL	Planning time can include time spent to collaborate with colleagues and at least fifty minutes (secondary) and sixty minutes (elementary) per week is at principal's discretion
Clark County	NV	Preparation periods are to be used for further development and refinement of professional skills and for instructional effectiveness (no mention of collaboration)
Detroit City	MI	District can require teachers to work individually or collectively during prep periods
Duval	FL	Planning time should focus on professional activities including "teacher initiated activities" such as collaboration activities
Granite	UT	Planning and preparation time must have the objective of improving instruction, meeting the needs of individual children, and improving coordination of school programs and activities (no mention of collaboration)
Hillsborough	FL	“[P]lanning time . . . shall be scheduled to accommodate team planning” BUT cannot be assigned duties during planning time
Lee	FL	Planning/conference time is to be used for lesson preparation and for meeting other job description responsibilities, but administratively mandated meetings can happen twice per month and meetings for curriculum planning, with involvement of administration, are acceptable so long as number of meetings is reasonable (no mention of collaboration)
Long Beach	CA	Gives principal control over planning periods in secondary schools (but not elementary schools) (no mention of collaboration)
Los Angeles	CA	Preparation periods are to be used for professional duties (no mention of collaboration)

Montgomery County	MD	Fifty percent of noninstructional time during student day to be “individually managed” in secondary schools but remaining time can be used for work of teams/departments  Up to three hours and fifteen minutes of seven hours of noninstructional time in elementary schools can be used for group-managed activities
Omaha	NE	Preparation/conference/planning time shall be used for preparation, grading, contacting parents, planning, or other aspects connected with instructional duties (no mention of collaboration)
San Bernardino	CA	Preparation and conference periods can be used for professional activities (no mention of collaboration)
San Diego	CA	Secondary preparation periods can be used for “instructionally-related activities” and “a reasonable number of meetings” (no mention of use for elementary schools) (no mention of collaboration)
Washoe County	NV	Preparation time can be used as principal directs (no mention of collaboration)

What activities are permissible during planning and preparation periods influences the time available for collaboration. Seven districts specifically indicate that collaboration is a permissible or required activity during teachers’ planning or preparation periods (Anchorage, Baltimore City, Broward, Detroit City, Duval, Hillsborough, Montgomery County). Baltimore City, for example, allows school principals to use one preparation period a week for “collaborative planning” if there are a minimum number of preparation periods in the week (p. 25). This approach applies to both secondary and elementary schools in the district. Other districts simply list collaboration among the permissible activities during planning or preparation periods. For example, the Duval CBA says that planning time must focus on “professional activities” which include, among other things, “common planning,” “collaborative planning,” and “observing model classrooms” (p. 31). Other CBAs adopted a broader approach by allowing other “professional activities” or “instructional duties” to be part of

its preparation and conference periods in addition to “planning” and “conferencing” (Clark, Granite, Lee, Los Angeles, Omaha, San Bernardino, San Diego). The catch-all term of professional activities and instructional duties presumably could include common planning or other collaboration activities. Finally, by stating that planning time should “normally” be scheduled to “accommodate team planning,” the Hillsborough CBA emphasizes the importance of collaboration during planning periods (p. 6). At the same time, the administration is not to assign other “duties” during teachers’ planning time; it is not clear whether team planning would constitute a “duty” especially given the importance the CBA places on shared time during planning periods.

The other important factor for collaboration time is who controls that time. Research suggests that school-leadership involvement is necessary for successful teacher collaboration – a topic that will be discussed further in the study’s final chapter – so it is helpful to understand how many CBAs allocate authority over the planning and preparation periods to principals. Four CBAs (Broward, Detroit City, Long Beach, Washoe) give the principals authority over some preparation times. The memorandum of understanding for the Washoe CBA states that “[p]reparation times may also be used for other duties such as playground, hall, etc. for staff meetings and parent-teacher conferences as the principal directs” (p. 15). Long Beach takes a similar approach for preparation periods in their secondary schools, stating that the preparation periods are “for the specific purposes of preparing materials; conferring with students, parents, support staff, and administrators; and other duties subject to assignment by the principal” (pp. V-3-V-4). In these two school districts, school officials could require that teachers with the same preparation periods use their shared time for collaboration-based activities.

The Detroit City CBA explains that the district “may require teachers to work individually or collectively during preparation periods, at the discretion of the District” (p. 11). However, a teacher must be granted additional preparation time if the administration requires the regularly scheduled preparation period to be used for a specific purpose.

Finally, it is worth noting that it appears that five of the CBAs do not appear to mention how the planning and preparation periods are to be used or who controls that time. This omission might suggest that schools can use that time to arrange collaboration activities, though union representatives might disagree. It is unclear whether “preparation” period and “planning” period, without further details in the CBA, allows school officials to require collaboration meetings during those times. In the next chapter, this study examines if and how administrators should be involved in collaboration, recommending that they should play a meaningful role, including in arranging time for collaboration and building a trusting culture around collaboration.

### **CBA Sets Aside Time for Collaboration**

Another way to support teacher collaboration is to build into the CBA specific opportunities, or even requirements, for the collaboration. It turns out that almost all of the district CBAs (28 of 31) set aside required time for faculty to meet together, but only some do so specifically for collaboration activities. See Table 11.

Table 11

## Shared Faculty Time

District	State	Provides for shared time that can be used for collaboration
Albuquerque	NM	<p>Allows two hours after school per twenty-day reporting period for each teacher for “school business” (no mention of collaboration)</p> <p>Sets aside forty-five minutes per week for professional learning communities and collaboration if preparation time requirement is met (and encourages coordination of preparation time for teachers for teaming, etc.)</p>
Anchorage	AK	Allows one per week (up to one and a half hours) of faculty meetings, curriculum develop meeting, etc.
Baltimore City	MD	Sets aside one faculty meeting per month (no mention of collaboration)
Boston	MA	<p>Sets aside 180 minutes per year for “Collaborative Coaching and Learning”</p> <p>Sets aside forty-eight minutes per week in elementary schools for common planning time for collaboration directed by administration (not in secondary schools)</p>
Broward	FL	Sets aside two early release days per year for school-improvement activities and allows twenty-seven hours per year of professional development that can be used for “collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc.”
Clark County	NV	<p>Allows limited after-school “faculty meetings” without compensation (no mention of collaboration)</p> <p>Sets aside blocks for “site-based collaboration time” on a weekly basis to be developed by site teams</p>
Dade	FL	Allows two one-hour faculty meetings each month (no mention of collaboration)
Davis	UT	<p>Sets aside one day at the beginning of the year for individual and <i>team</i> planning</p> <p>Allows faculty meetings outside duty hours two times per month (no mention of collaboration)</p> <p>For elementary and junior-high schools, shortens one day each week for teacher planning and collaboration time to be used</p>

		for “individual or group planning activities (high schools may have late starts for “professional collaboration”)
Denver	CO	Sets aside up to 120 minutes per week for “operations and professional time,” including committee meetings, grade-level meetings, vertical teaming, department meetings, data analysis, etc.
Detroit City	MI	Sets aside one hour on Wednesday afternoons for school improvement meetings and common preparation, including grade level/subject area teams  Creates common planning period in elementary schools (not secondary schools)
Duval	FL	Allows for faculty meetings after regular duty hours to support school-improvement plan, standards-based instruction, and professional development (no mention of collaboration)
Elk Grove	CA	Can schedule group meetings, but “it is expected” that no more than two group meetings per week and no more than two per week (no mention of collaboration)
Granite	UT	Sets aside two forty-five minute blocks per month for collaboration time in elementary schools
Hillsborough	FL	Allows for one early-release day per month (one hour) to be used for professional learning communities  Sets aside twenty-five minutes beyond work day for school-related meetings, including grade level meetings and is “not intended to prohibit teachers from collaborating with colleagues on an informal basis”
Jefferson County	KY	Allows for faculty meetings one per week after regular duty hours for discussion, planning, and evaluation of the school's program (no mention of collaboration)  Provides two half days per year for collaboration (“Gold Days”)
Jefferson County No. R1	CO	Suggests that Scheduling Committee dedicate at least 30% of time in non-contact days to collaborative planning Requests Scheduling Committee to allocate approximately 20% of 270 minutes each week to collaborative planning and meeting times
Knox County	TN	Allows for unlimited one-hour, after-school faculty or professional meetings (no mention of collaboration)
Long Beach	CA	Allows for up to two one-hour meetings before or after school for grade level, department, program review, and/or in-service
Montgomery County	MD	After school meetings no more than three hours per month (no mention of collaboration)

		<p>Sets aside two days for “professional time” to work collaboratively</p> <p>Allows up to three hours and fifteen minutes per week of “group managed activities” in elementary schools and 50% of noninstructional time to be “group managed” in secondary schools</p>
New York City	NY	Allows for “other professional work” (mostly collaboration activities) if eighty-minute after-school block not filled with professional development
Omaha	NE	Allows elementary-school leadership teams to add forty-five mins every ten days for team planning or professional learning communities and requires secondary schools to have minimum of two meetings per month for collaborative team planning
San Bernardino	CA	<p>Sets aside “collaboration days” for professional development, including teacher planning, collaboration, and preparation</p> <p>Allows principal to call one-hour after-school school meetings three days per week for various purposes, including curricular, grade-level, in-service meetings, etc.</p>
San Diego	CA	Allows for balance of forty-hour workweek (~fifty-five minutes) to be used for department activities, site planning, instructional activities, etc. as determined by principal
San Francisco	CA	Provides two to six hours of site-based meetings or "planned meeting time" for leadership teams, grade-level team, and Department teams
Santa Ana	CA	Sets aside minutes per year (varies by level) for faculty meetings, including one modified day per week at ES/MS for, inter alia, collaboration and professional learning communities
Seattle	WA	<p>Allows union to decide how to use two scheduled days for professional development or collaboration and five half-day early releases for staff development or site-based decision-making</p> <p>Sets aside one sixty-minute-per-week late arrival or early dismissal for “professional collaborative time, common planning time, and technological proficiency” (as determined by interest-based bargaining)</p>
Washoe County	NV	Administration can keep faculty after school for faculty meetings and other special meetings (no mention of collaboration)
Wichita	KA	Allows for faculty meeting one time per month (no mention of collaboration)

Since faculty meetings can often be used for multiple purposes, it is significant that eleven of the CBAs mandate that some shared faculty time be used specifically for teacher collaboration alone. Six of those CBAs set aside time on a weekly or daily basis for teacher collaboration alone, not just among other permissible activities (Albuquerque, Boston, Clark County, Jefferson County No. R1, Montgomery County, Omaha), and five others mandate that shared blocks during the month or year be used for collaboration (Boston, Granite, Hillsborough, Montgomery County, San Francisco). Albuquerque, for example, states that a minimum of forty-five minutes per week can be used for professional learning communities and collaboration time in elementary schools, so long as the 220 minutes of preparation time allotted to teachers has been met. The CBA makes clear that “time spent in PLC/collaboration time is not preparation time” (p. 27). Instead, the CBA explains that “[e]very effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, inclusion programs, and mentoring relationships” – that is, collaboration-based activities (p. 27). Note the Albuquerque CBA takes a similar approach for its middle schools. An another example, San Francisco’s CBA allows for site-based meetings or “planned meeting time” for, *inter alia*, leadership teams, grade level teams, Department teams, etc. (p. 9). It requires that at least two hours are used for grade-level planning time.

After requiring collaboration set-asides, the next best approach for promoting teacher collaboration time is to list it as a permissible activity during shared faculty time. Six CBAs allow for faculty time on a weekly or daily basis and mention collaboration activities as an allowable activity during these times (Davis, Denver, Hillsborough, New York City, San Bernardino, Seattle). As an example, Hillsborough extends the work day

by twenty-five minutes for school-related meetings, which could include grade level meetings. Seven others have CBAs that set aside time throughout the year and include specific references to collaboration time (Broward, Davis, Jefferson County No. R1, Long Beach, San Bernardino, Santa Ana, Seattle). An example of listing collaboration as a permissible activity during the year is the Davis CBA, which sets aside one day at the beginning of the year for individual and team planning.

The third type of meetings that could promote collaboration are general faculty meetings in which various activities are permitted but collaboration is not specifically mentioned. Fourteen CBAs have blocks or days for general faculty meetings without mentioning collaboration (Albuquerque, Anchorage, Baltimore City, Clark County, Dade, Davis, Duval, Elk Grove, Jefferson County, Knox County, Montgomery County, San Diego, Washoe, Wichita). Here are a few examples: Albuquerque allows for two hours after school every twenty-day reporting period to be used for “school business” (p. 24). Baltimore City has one faculty meeting per month for no more than one hour; the principal sets the agenda with input from teachers. And Dade’s CBA allows for two one-hour faculty meetings each month. None of these CBAs explicitly mention teacher collaboration as purposes of these general or faculty meetings.

### **CBA Provides General Support for Collaboration**

Some district and union leaders have professed their support for teacher collaboration through provisions in their CBAs. Five district CBAs include provisions that encourage teacher collaboration and efforts to set up common-planning time, but those general-support provisions do not specifically set aside time in the school calendar for collaboration (Albuquerque, Dade, Denver, Jefferson County No. R1, Montgomery

County). See Table 12 for CBA language supporting collaboration generally in the five districts.

Table 12

General Support for Collaboration

<b>District</b>	<b>State</b>	<b>General Support for Collaboration</b>
Albuquerque	NM	States that coordination of preparation time for teachers involved in teaming and integration should be encouraged and sets forth the purpose and groups for professional learning communities
Dade	FL	States that every effort must be made to provide common-planning time and establishes six-member committee of union and district representatives to make recommendations on collaborative planning, lesson study, etc.
Denver	CO	States that educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs
Jefferson County No. R1	CO	States that educators need time to collaborate with fellow educators and that administrators have a responsibility for managing time and creating opportunities that allow for collaborative problem solving (for shared leadership)
Montgomery County	MD	States that teachers should have opportunities to plan with other teachers to maximize student learning and that teacher and administrators (in elementary and middle schools) will collaborate in establishing team meeting schedules

These five districts that include general support for teacher collaboration differ in their approach. Albuquerque, for example, includes extensive text outlining the purpose and groupings for professional learning communities within the district, emphasizing that “[e]very effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, inclusion programs, and mentoring relationships” (p. 27). The Denver CBA includes a short statement supporting teacher collaboration: “The parties recognize that in order to maximize student learning, educators need an

opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs" (p. 3). Dade goes a step further by establishing a committee of six union and district representatives that is charged with making recommendations on "planning, collaborative planning, lesson study, and enhanced professional development opportunities, etc." (p. 20). It states that recommendations must be completed in a timely manner, but it is not clear who is responsible for implementing those recommendations.

### **CBA Provisions that Restrict Collaboration Time**

What is clear from the above analysis is that many CBAs include at least some support for teacher collaboration, from setting aside time after school for collaboration to proclaiming general support for collaboration efforts. Still, not all CBAs embrace teacher collaboration and some make it difficult to find time for that collaboration. The CBA coding also examined provisions that hamper efforts to find time for collaboration, including overall limits on teacher hours, restrictions on the use of planning and preparation periods, and minimum amounts of student-contact time. Here is a summary of the findings of the provisions that make it difficult to find time for collaboration:

- Limits on Work-Day Hours: Twenty-two of the thirty-one CBAs include a limit on the hours that teachers can work.
- Planning and Preparation Periods: Twelve of the thirty-one CBAs appear to prohibit school officials from using planning or preparation periods for school-directed collaboration by limiting the activities during those times and/or stating that the time is controlled by teachers only.

The following sections provide additional details about the various findings.

### **CBA Limits Teacher Hours**

The most significant way that CBAs restrict the ability to include collaboration time is by limiting the overall number of hours that teachers can work in a day or week. The reason these limits are so restrictive is that, setting aside lunch time and the planning and preparation periods, the work day of a teacher is commonly prescribed down to the minute. Most of the teacher's work day involves instructional time in the classroom, but it also includes other duties like supervision, leaving little room for collaboration activities within the normal work day. The actual amount of time available for collaboration is not determined solely by the duty hours, but the duty hours have an outsized role. In theory, a district could provide more noninstructional time if they decreased the instructional time – the time teachers spend in the classroom. Countries with high-performing education systems, like Finland and Singapore, follow this time allocation and devote a lower percentage of a teacher's time to classroom instruction. The amount of available noninstructional time will be discussed further in the final chapter.

Given the fixed nature of a teacher's schedule and the large percentage of time devoted to classroom instruction, it is meaningful that over two-thirds of the school districts' CBAs limit teacher work hours. Twenty-two of thirty-one CBAs include a limit on the number of hours that teachers can work, usually by setting forth what the normal or standard work day must be. These limits most often take the form of an explicit statement of what the teachers "workday" "shall" be: For example, Broward County states that "[t]he employees' workday shall be seven and one-half (7 1/2) consecutive

hours, including the lunch period.” Table 13 shows the twenty-two CBAs that include a limit on the number of hours that teachers can be on duty during a day or week.<sup>1</sup>

Table 13

## Limits on Hours that Teachers Can Work Overall

<b>District</b>	<b>State</b>	<b>Limits the number of hours teachers can be on duty during a day or week</b>
Albuquerque	NM	Six and a half hours per day
Baltimore City	MD	Seven hours and five minutes per day
Boston	MA	Ten minutes before and ten minutes after school time
Broward	FL	Seven and a half hours per day
Clark County	NV	Seven hours and eleven minutes per day
Columbus City	OH	Seven and a half hours per day
Dade	FL	Seven hours and five minutes for elementary schools and seven hours and twenty minutes for secondary schools
Davis	UT	Seven and a half hours per day
Denver	CO	Forty hours per week
Detroit	MI	Seven hours and ten minutes in elementary schools, six hours and fifty-two minutes in middle schools, and seven hours and twenty minutes in high schools
Duval	FL	Seven and one-third hours per day
Elk Grove	CA	Seven and a half hours per day
Hillsborough	FL	Eight hours per day
Jefferson County	KY	Seven hours per day
Jefferson County No. R1	CO	Forty hours per week
New York City	NY	Six hours and twenty minutes per day
Omaha	NE	Regular duty begins fifteen minutes before and twenty minutes after regular student instructional day

<sup>1</sup> In two instances (Lee County and Long Beach), the overall limit on work-day hours in the CBA appears to be nullified by another provision in the CBA that can require teachers to remain outside the regular work day. For example, Lee County’s CBA states that “[t]he parties agree that teachers are professionals and have responsibilities, which may require the teacher’s attendance and/or participation beyond the normal work day.” There exists an understanding that the “regular school day” is flexible and that school administrators and union representatives will develop a school calendar that includes meetings after the regular time, including faculty meetings. The CBA states that every reasonable effort will be made to minimize attendance beyond the regular work day. So, in the end, Lee County and Long Beach are not included among the CBAs that in fact set a limit on how many hours that teachers can work in a day or a week.

San Diego	CA	Eight-hour workday and forty-hour work week
San Francisco	CA	Seven hours per day or thirty-five hours per week
Seattle	WA	Seven and a half hours per day
Washoe County	NV	Seven hours per day for elementary schools
Wichita	KA	Seven hours and ten minutes per day

The limit on the number of hours that teachers can work varies from district to district. Of the twenty-two CBAs that limit hours, the work day ranges from six hours and twenty minutes per day (New York City) to eight hours per day (Hillsborough, San Diego). Two of the districts (Denver, Jefferson County No. R1) limit the hours per week at forty hours. San Diego specifically limits both the hours per day to eight and the hours per week to forty. It is worth noting that two district's CBAs – Boston's and Omaha's – connect the hour limit to the instructional day by stating that the regular duty day begins ten to twenty minutes before and after the regular student instructional day.

Of the twenty-two districts with CBAs limiting work hours, seventeen build in specific provisions allowing at least weekly meetings before or after school, above and beyond the regular school day (Albuquerque, Anchorage, Boston, Clark County, Denver, Detroit City, Duval, Elk Grove, Hillsborough, Jefferson County, Jefferson County No. R1, New York City, Omaha, San Diego, San Francisco, Seattle, Washoe). These provisions can explain how these districts can possibly find some time for collaboration despite the limited work hours. For example, Albuquerque's CBA allows after-school meetings for school business, but no more than two hours every twenty-day reporting period. In CBAs that permit these meetings after regular work hours, the meetings vary in duration, frequency, and purpose. These after-school meetings were discussed further in the above section examining provisions that set aside dedicated time for faculty

meetings, including teacher collaboration, on a daily or weekly basis (see “CBA Sets Aside Time for Collaboration” section above).

### **CBA Restricts Teacher Planning and Preparation Periods**

As mentioned above, the planning and preparation period is one of the few blocks during the school day that teachers have outside of the instructional time in the classroom. Some districts attempt to use that time to create opportunities for collaboration, so CBA provisions prescribing the use of that time foreclose some possibilities for collaboration.

The coding analysis revealed that only six of the CBAs appear to prohibit school officials from using planning and preparation periods for school-directed collaboration by limiting the activities during those times (Albuquerque, Dade, Davis, Knox, San Francisco, Santa Ana). However, another seven CBAs state that the planning and preparation time is controlled by teachers only, which makes it less likely that successful collaboration will occur (Boston, Clark, Denver, Detroit, Long Beach, New York City, San Francisco). The authority over planning and preparation periods will be discussed further in the final chapter, including the evidence suggesting that collaboration is less likely to occur without school-leader direction. See Table 14 and Table 15 for the CBAs that restrict the use of planning and preparation periods and CBAs that give control to teachers, respectively.

Table 14

## Planning and Preparation Periods That Exclude Collaboration Activities

<b>District</b>	<b>State</b>	<b>Prevents school officials from using preparation or planning periods for collaboration</b>
Albuquerque	NW	Time spent in PLC/collaboration is not preparation time and time required to perform noninstructional duties is not preparation time
Dade	FL	Activities in planning/preparation days are limited – no compulsory meetings
Davis	UT	Must use elementary-school preparation time in “direct preparation” of classroom teaching (no mention of use for secondary preparation time)
Knox County	TN	Limits use of planning time (only two and a half hours per week) to “planning for instruction”
San Francisco	CA	Limits preparation time to specific activities and teacher-controlled
Santa Ana	CA	Planning periods for teachers' preparation

Table 15

## Planning and Preparation Periods Controlled by Teachers

<b>District</b>	<b>State</b>	<b>Gives controls over preparation and planning periods to teachers</b>
Boston	MA	Planning and development periods are teacher directed
Clark	NV	District can direct no more than four teacher preparation periods per school year
Denver	CO	Planning time shall be “uninterrupted, self-directed instructional planning time”
Detroit	MI	Teachers must be compensated with extra preparation time if administration directs how a preparation period is used
Long Beach	CA	Elementary teachers control preparation periods (different from secondary teachers)
New York City	NY	Preparation periods for “unassigned professional work” decided by teachers
San Francisco	CA	Limits preparation time to specific activities and teacher-controlled

Six of the CBAs require certain activities during the preparation or planning time that appear to preclude collaboration activities. Dade, for example, prevents planning and preparation time from being used for faculty meetings or other compulsory meetings.

Likewise, Santa Ana makes it clear that planning periods should be used for only “teachers’ preparation” (p. 41). Though, it is possible that “preparation” could be defined broadly to include common planning of lessons or assessments, including teachers working together in teams to accomplish that preparation. The same situation exists for Davis. There, the CBA states that the thirty-six minutes of daily preparation time are “expected” to be used in “direct preparation” of “classroom teaching” (p. 57).

Boston, Clark, Denver, Detroit, Long Beach, New York, and San Francisco give direct control over planning and preparation periods to teachers. The San Francisco CBA states that “[w]hensoever the term ‘preparation time’ or ‘preparation period’ is used, it is to mean the time within the workday of teachers set aside for planning, grading papers, contacting parents and other instructional tasks to be determined by the teacher” (p. 9). The Long Beach CBA simply provides that elementary-school teachers control the time: “no meetings shall be scheduled by the site administrator during the scheduled preparation period” (p. V-5). While the Long Beach CBA does not preclude collaboration activities for elementary-school teachers, it makes it impossible for school leaders and teachers to compel common planning or other collaboration activities during that time. Interestingly, the same district takes the opposite approach for secondary-school teachers. For secondary-school teachers, the Long Beach CBA states that the preparation time must be used for “preparing materials; conferring with students, parents, support staff, and administrators; and other duties subject to assignment by the principal” (pp. V3-V4). In other words, it gives principals the opportunity to assign specific tasks during those preparation periods. It is not clear why Long Beach treats elementary and secondary preparation time differently, but it might be that CBA negotiators believe that

secondary-school schedules are more complex and thus grant principals additional flexibility to meet various school needs.

One final note on the coding for collaboration restrictions: Although the CBAs commonly include limits on the hours that teachers can work in a day or week and sometimes restrict how planning and preparation time can be used, none of the CBAs explicitly prohibit collaboration among teachers. The content analysis of the CBAs included a search for both explicit limits on collaboration time and any requirements for student-contact time. None were found.

### **Understanding How Collective Bargaining Agreements Affect Collaboration Time**

In the end, the content analysis demonstrates that various provisions in the CBAs affect how much time can be used for collaboration in the school districts. The analysis also finds that a large majority of the CBAs allow for some form of collaboration time during the year or, at the least, offer school leaders and teachers some discretion to add collaboration time to the schedule. But some CBAs clearly favor teacher collaboration more than others do, when the various provisions are considered together. For this reason, it is worthwhile to attempt to categorize and rank order the CBAs from promoting collaboration time to restricting collaboration time, as well as profiling several districts, to better understand how the various CBA provisions interact to account for those differences.

Table 16 attempts to categorize and rank the CBAs in tiers by focusing on how the CBAs specifically set aside time for collaboration and provide hours flexibility for creating opportunities for collaboration. While it helpful to view the districts along a spectrum, categorizing and ranking the CBAs based on how much they promote or allow

collaboration relies heavily on subjective judgment of the weight of the various categories. Six categories or tiers were used, with “hours flexibility” determined by the following factors: no limits on work hours, flexibility for planning and preparation periods, and/or processes for alternative schedules. The more these factors were present, the greater the hour flexibility the CBAs provided. Below is a list of the tiers.

- Tier 1: Set-Aside for Collaboration During Week AND Hours Flexibility
- Tier 2: Set-Aside for Collaboration During Week BUT Little Hours Flexibility
- Tier 3: Set-Aside for Collaboration During Month or Year AND Hours Flexibility
- Tier 4: No Set-Aside for Collaboration BUT Hours Flexibility
- Tier 5: Set-Aside for Collaboration During Month or Year BUT Little Hours Flexibility
- Tier 6: No Set-Aside for Collaboration AND Little Hours Flexibility

The following are the number of CBAs in each category: four in Tier 1, eleven in Tier 2, three in Tier 3, seven in Tier 4, two in Tier 5, and four in Tier 6. Appendix E includes a version of the table that identifies each relevant provision, providing for more details to inform the categories and ranking.

Table 16

CBA by Level of Promoting Time for Collaboration

District	Restricts Time for Collaboration		Promotes Time for Collaboration					
	Limits on Hours	Restricts Planning & Prep Periods	No Limits on Hours	Alt Sched.	Allows Planning & Prep Periods	Collab. Time – Month or Year	Collab. Time – Week or Day	General Support for Collab.
<b>TIER 1: Set-Aside for Collaboration During Week AND Hours Flexibility</b>								
Montgomery County			X	X	X	X	X	X
San Bernardino			X		X	X	X	
Jefferson County No. R1	X			X		X	X	X
San Diego	X			X	X		X	
<b>TIER 2: Set-Aside for Collaboration During Week BUT Little Hours Flexibility</b>								
Hillsborough	X				X	X	X	
Davis	X	X				X	X	
Boston			X			X	X	
Detroit City	X	X	X	X	X		X	

Denver	X	X					X	X
Albuquerque	X	X				X	X	X
San Francisco	X	X					X	
Omaha	X				X		X	
Seattle	X					X	X	
Clark County	X	X					X	
New York City	X	X					X	
<b>TIER 3: Set-Aside for Collaboration During Month or Year AND Hours Flexibility</b>								
Long Beach		X	X		X	X		
Granite			X		X	X		
Santa Ana		X	X			X		
<b>TIER 4: No Set-Aside for Collaboration BUT Hours Flexibility</b>								
Washoe County	X			X	X			
Knox County		X	X					
Los Angeles			X		X			
Lee			X	X	X			
Anchorage			X		X			
Baltimore City	X			X	X			
Duval	X			X	X			
<b>TIER 5: Set-Aside for Collaboration During Month or Year BUT Little Hours Flexibility</b>								
Broward	X					X		
Jefferson County	X							
<b>TIER 6: No Set-Aside for Collaboration AND Little Hours Flexibility</b>								
Wichita	X			X				
Columbus City	X			X				
Dade	X	X						X
Elk Grove	X							

The categories clearly reflect that the CBAs vary significantly in how much they promote or restrict time for collaboration. Some district CBAs offer multiple pathways to include opportunities for teacher collaboration, or even mandate collaboration time on a weekly basis. Montgomery County, San Diego, and Denver are good examples of districts that promote teacher collaboration through their CBAs more than do many other CBAs in the sample.

Montgomery County: Montgomery County emphasizes the importance of creating opportunities for teachers to plan together to maximize student learning. Not only does the CBA state explicitly that teachers have a responsibility that extends beyond the school day, it also creates specific opportunities both during the school year (i.e., two “collaboration days”) and during the school week for teacher collaboration. During the week the CBA permits up to three hours fifteen minutes of “group managed activities” in elementary schools and 50% of

noninstructional time to be “group managed” in secondary schools (pp. 38-39). And if those scheduled activities prove insufficient or difficult to schedule, Montgomery County also offers a process for creating alternative schedules with teacher approval.

San Diego: Like Montgomery County, San Diego’s CBA includes both scheduling flexibility and weekly time to create space for teacher collaboration. While San Diego does include a limit on teacher duty hours, the limit of eight hours per day is tied for the highest limit among the thirty-one CBAs in the sample. Even with its high hour limit, it offers a process for creating an alternative schedule and extending the school day if various stakeholders agree. Moreover, the principal can direct fifty-five minutes each week to be used for collaboration activities, such as department and instructional activities.

Denver: The Denver CBA provides general support for teacher collaboration, stating that “educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers’ individual pedagogical needs” (p. 3). Like San Diego, Denver includes a forty-hour work week limit for teachers, which is the highest limit among the CBAs. Though it cedes control of planning periods to teachers alone, the district backs up its support for teacher-collaboration by carving out teacher collaboration time during the week. Specifically, it sets aside 120 minutes per week for “operations and professional time” and explicitly mentions teacher-collaboration activities, like committee meetings, grade-level meetings, vertical teaming, department meetings, data analysis, etc. (p. 22)

On the other end of the spectrum, finding timing for collaboration could prove difficult, if not impossible, in CBAs where specific collaboration time is not built in or not allowable during planning/preparation time. This is likely the case for two of the districts in the sample: Miami-Dade and Columbus City.

Miami-Dade: The Miami-Dade CBA can make it difficult to find time for teacher collaboration because it includes one of the shorter work days for teachers (seven hours and five minutes for elementary schools and seven hours and twenty minutes for middle schools and high schools). At the same time, the CBA does not create separate opportunities for teacher collaboration during the shorter work day and it prohibits any compulsory meetings during planning or preparation meetings. On the other hand, the CBA does create a six-member committee to find opportunities for common collaboration time. But the restrictive provisions above likely make it difficult to find those opportunities.

Columbus City: Columbus City’s CBA is an example of a CBA that fails to offer flexibility over teacher hours or include specific set-asides for collaboration. The work day is set at seven hours and thirty minutes. While the CBA does include a

provision for creating an alternative schedule, if approved by secret ballot by school staff, the alternative schedule still cannot exceed the seven hours and thirty minutes work day.

Somewhere in the middle are CBAs that carve out some time, often limited, for collaboration and provide at least some flexibility on work hours and how teachers' time is used. Here are two examples:

Davis: The Davis CBA proscribes that teachers can work only seven hours and thirty minutes per day and does not appear to offer any flexibility for extending the school day. It also potentially makes it difficult to use preparation time for teacher collaboration, unless that teacher collaboration is viewed as "direct preparation" of classroom teaching. But Davis does carve out time during the week for collaboration time. In fact, the CBA shortens one day for teacher planning and collaboration time for elementary and middle schools individual or group planning activities, as well as stating that high schools may have late starts for "professional collaboration." (p. 61)

San Francisco: San Francisco also offers little flexibility in its scheduling and, with a seven-hour work day, has even less available time than do almost all of the other CBAs in the sample. The district's CBA, however, does specifically allow for site-based meetings at least six hours per month, including at least two hours per month for grade-level planning time. It specifies that teachers will work during the day in instructional leadership teams, grade-level teams, and department teams because planned meeting time is "essential to teacher effectiveness and student success." (p. 9)

Several findings can be gleaned from the analysis of the CBAs. First, twenty-two of the thirty-one CBAs profess support for teacher collaboration in some way (Albuquerque, Anchorage, Baltimore City, Boston, Broward, Clark County, Dade, Davis, Denver, Detroit City, Duval, Granite, Hillsborough, Jefferson County No. R1, Long Beach, Montgomery County, New York City, Omaha, San Bernardino, San Francisco, Santa Ana, Seattle). Twenty-one of those twenty-two CBAs specifically set aside time during the year – whether weekly, monthly, or annually – where collaboration activities are a required or permissible use of that set-aside time. Interestingly, even Miami-Dade's CBA, which does not appear to create any specific time for collaboration or offer work-

hour flexibility, still goes out of its way to announce that “every effort will be made to provide common planning time” and to create a joint committee on planning, collaborative planning, lesson study, etc. (p. 21). With so many CBAs incorporating teacher collaboration in some way, this analysis reaffirms that there is widespread support for teacher collaboration among district and union leaders as a school-improvement and professional-development strategy.

Second, since over half of the CBAs limit work hours and offer little scheduling flexibility, the role of existing noninstructional time, including planning and preparation periods, in creating collaboration time cannot be understated. If school leaders and teachers support teacher collaboration but the district’s CBA offers little flexibility around extending hours, then these schools are left only with existing noninstructional windows within the school day, predominantly teacher planning and preparation periods, to find time for collaboration. It was striking to discover how differently the CBAs treat these planning and preparation periods, raising some important questions about the role of these periods. The analysis revealed that a tension exists about who should control the time during those periods and how those periods should be used. Some districts, like Washoe, specify that the principal controls the periods while other districts, like New York City, declare that the time is controlled only by the teachers themselves. The permissible activities during those periods also range, from the very specific (and exclusive of collaboration) to the more ambiguous “professional time.” Assuming that effective teacher collaboration often will not occur without structured activities organized by school leaders and teacher leaders, then what is permitted in preparation/planning

periods and how they are controlled are important considerations for future collective bargaining agreements.

Third, the analysis uncovers distinct approaches to limits on, and flexibility around, teacher hours. While twenty-two CBAs limit the hours of teachers, nine others do not appear to include such limits. That distinction alone produces notable differences in flexibility in creating teacher collaboration time. Moreover, the approach to teacher hours used by Lee, Long Beach, Los Angeles, and Montgomery County in their CBAs stood apart from all others. Those four districts explicitly renounced hour limits because they viewed teachers as “professionals” who have responsibilities beyond the normal work day. Their approach raises some interesting questions about whether hour limits and other hour mandates are consistent with viewing teaching as a profession. It can be argued that the time constraints embedded within many of the CBAs impede both teacher autonomy and expanded responsibilities often associated with teacher professionalism.

Fourth, another finding of the CBA analysis is that the CBAs offer different views about who should control if and how collaboration time is created. A large number of CBAs, twenty-one in total, explicitly include blocks that can be used for teacher collaboration. In these situations, the union leaders play an important role in defining the parameters of the teacher collaboration time. Other CBAs do not carve out collaboration time, but instead provide school leaders and teachers flexibility in creating schedules or using the planning and preparation time. That approach leaves the decision-making to the district leaders, school leaders, and teachers but does not guarantee that teacher collaboration will in fact occur. And still others build into their CBAs processes for creating alternative schedules or developing teacher-collaboration approaches. Duval’s

CBA, for example, creates a contract waiver process with shared decision-making to find common-planning time. And, Jefferson County No. 1's CBA, states that "educators need [] time to collaborate with fellow educators" and establishes a Scheduling Committee to design alternative schedules, including extended time (p. 8). These three different approaches raise significant questions about who should have the authority to decide when and how much collaboration time should be made available. This question about control and questions raised by the other three findings here will be discussed further in the next chapter on recommendations and implications.

## Chapter VI

### RECOMMENDATIONS AND IMPLICATIONS

The initial premise of this study is that teacher collaboration helps to improve schools. Because teacher collaboration is dependent on finding time for collaboration, the study raises questions about the role of collective bargaining in creating the necessary time. The first question examined whether state scope-of-bargaining statutes require district leaders to bargain over teacher time. The second question examined how collective bargaining agreements restrict or promote teacher time for collaboration. To answer these questions the study conducted content analyses of state laws and collective bargaining agreements.

In short, the results of the content analyses suggest that collective bargaining has a significant role in creating collaboration time. The findings for the first question demonstrate that state laws in most states mandate that school-district officials and union leaders must bargain to create opportunities for collaboration time. For the second question, the findings indicate that the agreements themselves directly and indirectly affect time for collaboration and that the amount of time available for collaboration time can vary from one collective bargaining agreement to the next. The findings together establish that in almost all states where collective bargaining is required, school officials and teachers cannot advance teacher collaboration without the assistance of collective bargaining and that success in creating time for collaboration depends partly on how the CBAs promote or restrict that time.

## **Recommendations**

The results of the analyses might influence in several ways the practice of various stakeholders, from union leaders to district leaders to state policymakers. For those drafting CBAs, this study recommends four interconnected suggestions for promoting time for teacher collaboration through CBAs: reducing overall teacher workload; removing teacher duty-hour limits; expanding noninstructional time, including through additional teacher-collaboration set-asides; and involving school leadership in addition to teachers in determining how noninstructional time is used. State policymakers too can help by redrafting collective-bargaining statutes to refocus the scope of bargaining on workload instead of hours.

### **Rethinking and Reducing Workload**

This study's analysis of the thirty-one CBAs uncovered an important reality: almost all of the CBAs focus on a teacher's duty hours instead of on teacher workload. Duty hours is the time that teachers must be at work during a day or week; workload includes duty hours but also takes into account the total amount of work that teachers must complete in a day or week, inside or outside of school. The examination of the CBA sample revealed that twenty-two of thirty-one school districts in the sample limit the hours that teachers can work, but that district and union leaders rarely explicitly considered the overall impact of CBA provisions on teacher workload. The one exception was San Diego. There, the CBA requires the school district to consider overall teacher workload when implementing any programs, initiatives, or curricular forms and commits the district to maintaining workload levels from 2009. Other CBAs delineated class-size limits or the maximum number of preparations for secondary teachers, both

factors that can influence overall teacher workload outside the regular school day, and the Davis CBA outlines workload guidelines for new teachers such as banning them from extra-duty and coaching assignments. But San Diego's CBA was the only one in the sample that explicitly gave consideration to workload for its teachers. Perhaps this prevailing focus on duty hours instead of workload is not surprising given that most state collective-bargaining statutes list "hours" among what is required or permitted to be bargained on.

The decision to restrict duty hours governs to a great extent whether there is sufficient time for teacher collaboration. In the twenty-two districts that limit work hours, the several CBA provisions that influence how much teacher collaboration time is available interact closely with the total available work hours. By way of illustration, a district's CBA provision might allow for a process for creating alternative schedules so long as those schedules do not exceed the total hour limit. That was the case in Columbus City's CBA. As another example, a district with a generous hour limit (say, eight hours in Hillsborough's CBA) might have more flexibility to use planning and preparation periods for collaboration time. What is clear is that, for many districts, the availability of collaboration time depends largely on the interaction between the amount of duty hours available and other time provisions.

Compounding the concern with duty hours is the fact that duty hours are likely not a chief consideration for improving teachers' working conditions and student outcomes. Hours on duty is unquestionably a large part of a teacher's workload, but for most teachers it does not come close to accounting for all the time they work (West, 2014). The National Center for Education Statistics (2012) found that public-school

teachers reported that they are paid at base level to work 37.9 hours per week on average, but they spend 52.2 hours per week on all teaching and other school-related activities. This finding is not surprising since teacher workload consists of many elements beyond duty hours during the school week, including tasks like grading; lesson planning; meeting with parents; responding to emails from students, parents, and administrators; attending and supervising after-school activities; and so on. These workload factors can fluctuate for numerous reasons, such as the number of students each teacher has, the initiatives mandated by the district's central office, the number of emails from stakeholders, etc. In studying twelve schools in Walker City School District in Massachusetts, scholar Susan Moore Johnson (2019) found that teachers did not have sufficient time to complete "essential" tasks during the school day, including grading, lesson planning, and parent communications. She concluded that the "length of the teachers' required workday is, at best, a starting point for understanding the important role that time plays in teachers' lives" (pp. 181, 185).

The amount of time teachers work, during and after the workday, are related to many fundamental policy and employment issues such as teacher retention and teacher effectiveness. Teacher workload undoubtedly affects how teachers view their jobs and whether they want to remain in their positions. Total workload is often cited as a top reason that teachers leave their jobs, along with relationships with administrators and student discipline (Brill & McCartney, 2008; Hughes, 2012). Teacher workload, determined partly by the total number of students taught, also has a profound impact on the effectiveness of teachers (Ouchi, 2009). While overwork can adversely affect teacher performance, it is also true that the tasks completed after hours (e.g., grading, lesson

planning, engaging with families, etc.) are often what distinguishes highly effective teachers from their more ordinary counterparts. Teachers often claim that doing their job well requires that they spend many hours working on their craft after school hours (TNTP, 2013). As one researcher observed: When teachers have expanded roles that require working beyond duty hours, they attempt to sustain that expanded role “in response to understandings and commitments to internal notions of good teaching, collegial and personal expectations and the moral imperative of teaching to provide the best possible educational opportunities for students” (Bartlett, 2004, p. 578). In other words, teachers generally work more hours than required because they want to fulfill their professional obligations and do right by students.

### **Removing Hour Limits**

In light of the importance of workload, the research here lays bare a tension between duty hours and workload and the role of collective bargaining agreements in managing both. The emphasis on duty hours over workload in CBAs is striking and, according to this study, misplaced. Importantly, if workload supplanted hours as the focus of bargaining, there would be more flexibility for finding collaboration time, all the while creating improved working conditions for teachers and better student outcomes.

Removing hour limits from CBAs and focusing on workload is also consistent with treating teaching as a profession. A common refrain among teachers and union leaders alike is that teaching needs to be treated more as a profession. In point of fact, Randi Weingarten, president of the American Federation of Teachers, warned that “deprofessionalization is killing the soul of teaching” (Will, 2019). When district and union leaders place teacher professionalism front and center in the negotiation process it

can potentially lead to CBA changes, including removing hour limits, that increase opportunities for teacher collaboration. The same focus on professionalism can have the added benefit of building trust between administrators and teachers and creating psychological safety for effective collaboration.

Certain jobs are considered professions because they require specialized knowledge, which necessitates a certain degree of autonomy and self-governance for the professionals (Strike, 1990). Doctors and lawyers are quintessential examples of professionals – professionals that require specific expertise, are granted substantial work freedom and autonomy from supervision, and often have control over mechanisms that regulate them. There exists a question of whether teachers' knowledge is sufficiently specialized, like that of doctors and lawyers, and whether teaching involves enough exercise of discretion and judgment to be considered a profession (Darling-Hammond, 1997; Strike, 1990).

Part of the reason Randi Weingarten and others have intensified their call for teacher professionalization is the growing evidence that teachers often do not exercise their own discretion and judgment. That is to say, standards of practice, teacher autonomy, and self-regulation have either eroded over time or were not there in the first place (Darling-Hammond, 1997). It is argued that teachers do not control their licensing, have less control over curriculum and assessments, have little voice in school-wide decisions, and so on (Will, 2019). According to Linda Darling-Hammond (1997), “[b]y sociologists’ definitions, teaching is not now a profession” (p. 298).

If teaching is to become a true profession, then there are implications for the bargaining process, especially because limits on teacher hours appear to conflict with the

view of teachers as professionals. As it happens, the focus on professionalism appears to be the explicit reason why several of the study's school districts shunned duty-hour limits in their CBAs. This "professional" approach was found in the collective bargaining agreements of Lee, Long Beach, Los Angeles, and Montgomery County. For example, the Montgomery County CBA classified teachers as professionals that "work with students in ways that go beyond the classroom and routinely devote time beyond the work day to meet student needs" (p. 37), and the Lee CBA stated that "[t]he parties agree that teachers are professionals and have responsibilities, which may require the teacher's attendance and/or participation beyond the normal work day" (p. 12). By adopting an approach that is consistent with their views of teacher professionalism, union and district leaders drafted CBAs that stand in stark contrast to the twenty-two CBAs with rigid hour limits. And, of course, less rigid limits on work hours has wide-ranging implications for carving out teacher collaboration time through both time flexibility and increased trust.

Excluding limits on teacher hours from CBAs also is consistent with how the federal government views teachers and other professionals. In 1938, the U.S. Congress enacted the Fair Labor Standards Act (FLSA), which, among other things, required employers to pay employees one and one-half times their wages for their overtime work (DeChiara, 1993). The purpose of the act was to compensate employees for their longer hours and to help reduce unemployment by spurring employers to hire more workers instead of simply requiring current employees to work longer hours (DeChiara, 1993). The FLSA, however, included an exception for employees in "executive, administrative, or professional capacity." In 1966, Congress amended the FLSA to clarify that the exemption definition included any employee "employed in the capacity of academic

administrative personnel or teachers in elementary or secondary schools” (29 CFR § 516.3). In case there was any doubt, this amendment unequivocally included teachers within the exemption at a time when public-sector collective bargaining was just beginning to take off. No matter what the reason for including teachers, Congress’s grouping of teachers with other salaried professionals embraced a view of teachers as professionals who need not be compensated extra for exceeding work hours. The approach of the FLSA intimates that, like other professional occupations, a teacher’s responsibilities are not easily confined to limited set of duty hours but are better assessed by measuring overall workload.<sup>1</sup>

While workload appears to be a more relevant element for bargaining than does duty hours, there are a few concerns with substituting workload for work hours in CBAs and attempting to reduce workloads. In the first place, there is a question about the extent to which workload issues must be included at all in collective bargaining agreements. In states that require collective bargaining, hours on duty is almost always a mandatory element of bargaining, including specific assignments after school hours that require

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<sup>1</sup> Another important component of professionalism is teacher voice in decision-making and teacher autonomy, and CBA provisions also can promote these aspects of professionalism in at least two ways. First, creating set asides for teacher collaboration itself promotes teacher self-efficacy, as teachers meet together to develop lessons, assessments, and so on. It charges a groups of teachers, often in cooperation with school leaders, to manage teaching and learning. As seen in the research, six of the thirty-one CBAs set aside time during the day or week specifically for teacher collaboration. Second, CBAs can promote teacher voice in decision-making by enabling processes that include teachers in efforts to find time for collaboration. Some of the CBAs in the studies built in decision-making processes for developing alternative schedules and extending the work day. In San Diego, for example, a vote by two-thirds of teachers can extend the hours worked in a week if also approved by the principal, the division head, and the union. Processes like these involve teachers in decision making and serve as escape valves outside of infrequent and lengthy negotiation processes.

attendance. But it is less clear whether bargaining on other issues that affect overall workload – “extra work” that must be accomplished either during or outside the duty hours – is mandatory. In fact, Nevada and Tennessee specifically exclude workload factors and professional duties, respectively. Massachusetts and Kansas, on the other hand, specifically include workload issues. Other subjects that affect total workload, like class size, are commonly not considered mandatory elements of bargaining in many states. And, as we will see below, states differ on how they treat planning and preparation periods, which are often used to alleviate teacher workload when left open to teacher preference. With state scope-of-bargaining statutes drafted to emphasize hours over workload, legislatures should consider redrafting the statutes to reflect the opposite and allow local officials to focus on workload. This will be an additional recommendation later in this section.

Another concern with prioritizing and reducing workload is the difficulty in measuring workload as compared to measuring duty hours. There is nothing more measurable than time allotted to duty hours – that is, clock-in and clock-out times are not in dispute. The level of overall work and what responsibilities contribute to that workload, however, can be difficult to decipher. There are many factors that contribute to overall teacher workload: class size, number of preparations, student load, number of students with disabilities in a class, number of English learners, number of students on free or reduced lunch, class subject, and more. What is the difference in teaching 100 students in high school versus teaching 120 students? Does it matter if a teacher has three different preparations versus two different preparations? How do district and union leaders calculate the workload for the various factors for a high-performing teacher?

Researchers have made efforts to quantify workload in higher education, where there have been concerns over equity and productivity (Porter & Umbach, 2001). But it appears that research is needed on methodology for calculating teacher workload at the elementary and secondary level, which would help district and union leaders make decisions about what to include in collective bargaining agreements. Even if the workload projections are currently imprecise, district and union leaders know what factors raise and lower workload and negotiating over those factors can help get a handle on overall teacher workload.

A final concern with replacing hour limits with workload is that a workload emphasis might have considerable implications for school-district budgets. Accounting for, and taking steps to reduce, teachers' workloads raises questions about compensation for the workloads. For example, if district and union leaders sought to lessen teacher workload, they might look to reduce the number of students taught by lowering class size. Lowering class size requires adding more classes, hiring more teachers, and increasing the budget. Alternatively, creating a fair accounting of workload could result in increased salaries for those with higher workloads. It also could potentially result in lower salaries for those with lower workloads; though, any attempt to reduce teacher salaries would seemingly not be a viable option in bargaining. For this reason, it is all but inevitable that efforts to calculate and reduce teacher workload would result in increases in school-district budgets.

Nevertheless, the benefits of focusing on workload – teacher retention, improved teacher conditions and student outcomes, and more flexibility for creating collaboration time – outweigh the concerns discussed above. That workload plays such an important

role means that the architects of CBAs should at least consider prioritizing workload topics over duty-hour provisions at the same time that they promote time for teacher collaboration, either through collaboration set-asides or more flexibility over teacher time. Prioritizing workload topics means considering overall student load, class size, after-school requirements, amount of planning and preparation periods, and so on. Teaching has never been – and will likely never be – a job where teachers clock into school and leave their work entirely behind them when they exit the school building. It seems that any authentic accounting of working conditions, teacher retention, and teacher effectiveness cannot ignore that point.

### **Expanding Noninstructional Time**

One of the most significant influences on teacher workload is the amount of noninstructional time teachers have during the school day. CBAs play an important role in determining the amount of noninstructional time, among other things, by setting aside blocks for collaboration and dictating how planning and preparation periods can be used. These noninstructional blocks create time for collaboration and reduce overall workload.

Part of the difficulty in making sense of noninstructional time – both how to use it and who controls it – is definitional. Noninstructional time is teacher time that is not with students – in other words, time that is not student-contact time. While noninstructional time also includes lunch hour and arrival/dismissal duty, the largest component of noninstructional time during a teacher's school day is planning and preparation periods. The terms planning periods, preparation periods, and conference periods are confusingly oftentimes used interchangeably. To complicate matters further, planning and preparation periods also are sometimes inclusive of optional or mandatory

teacher collaboration time, which we observed in the study's CBAs. And when the collaboration time is required in those periods, they become collaboration set-asides in actual fact.

As it turns out, a significant variation among the CBAs in the study was how they treat planning and preparation periods and how much time they specifically set aside for teacher collaboration. While seven of the study's CBAs indicate that collaboration is a permissible or required activity during teachers' planning or preparation periods, six apparently rule out collaboration entirely from the periods. Another five CBAs do not appear to direct how the periods are to be used. The approach to collaboration set-asides was similarly diverse with the CBAs: Although twenty-eight of the thirty-one CBAs explicitly set aside time for faculty to meet together, only six of the CBAs set aside time on a weekly or daily basis for the dedicated purpose of collaboration. For the large majority of districts, the CBAs do not build in specific time on a weekly basis for collaboration among the limited noninstructional time.

District and union leaders can address the lack of set-asides by prescribing more dedicated windows for collaboration time through the CBAs, which is the most effective way to guarantee that teachers in fact have time to collaborate (Schleifer et al., 2017). While the sluggish nature of the negotiating process means that it is tougher to make adjustments if more collaboration time is needed or it becomes necessary to repurpose the use of existing time, the set-aside approach still allows for some scheduling flexibility since most of the set-asides do not specify exact days or time, but merely hours required in a week or month or year. Moreover, if CBAs allow for additional flexibility by not limiting work hours or by not foreclosing collaboration during planning and preparation

periods, then school leaders and teachers can supplement the set-asides with additional collaboration time.

Not only would expanding noninstructional time, and correspondingly reducing classroom time, create more opportunities for teacher collaboration, it also would align the education system in the United States more closely with the approaches of successful education systems in other countries. In many other countries, teachers have much more than the one unscheduled period found in most schools in the United States (Jensen et al., 2016). The average time teachers in other countries spend teaching (i.e., student contact time) is twenty hours per week; in the United States, time spent teaching is 30.8 hours per week on average. That is 30.8 hours out of 37.9 duty hours per week, leaving little time for collaboration time or other responsibilities relating to instruction (NCES, 2012).

Expanding noninstructional time for collaboration while reducing classroom time is the best option for avoiding an increase in teacher workload. Because teachers are generally not compensated for additional workload, it follows that efforts to add time for teacher collaboration should be coupled with a reduction in teacher workload elsewhere, such as a smaller student load or fewer classes. One researcher, who examined teacher overwork, explained that when an expansion of teacher roles occurs, “[t]he organizational structure of a school can support or constrain teachers’ ability to fulfill their conceptions of good teaching within the regular work-day” (Bartlett, 2004, p. 579). The most obvious organizational structure that can support teachers when roles expand (here, collaborating with peers) is the addition of dedicated noninstructional time for collaboration during the school day. Unlike using preparation periods or extending the school day to find time for collaboration, carving out dedicated collaboration time from existing classroom time will

be less likely to increase teacher workload. That is also why using CBAs to account for, and decrease, teacher workload was the focus of the initial recommendation.

While expanding noninstructional time and using a large portion of that time for teacher collaboration is probably the most direct way for CBAs to support collaboration, it raises the question about the best way to accomplish that goal. To increase noninstructional time within CBAs, school district and union leaders could utilize several solutions, such as building in late arrivals or early dismissals for students, increasing the length of the school day, and using technology or increasing staffing to free up classroom teachers. Additional staffing, for example, could include specialists that offer pull-out sections for students in certain disciplines, like science, music/art, language, and physical education (Merritt, 2016).

Another way to increase noninstructional time is to structure time differently in schools by altering school-day schedules (Bae, 2017). In Hillsdale High School, for example, teacher collaboration largely drives the master schedule. There, the creators of the school schedule start by searching for blocks of time that can facilitate collaboration for teachers by content, house, and advisory teams (Bae, 2017). The result is that Hillsdale teachers spend less time in class with students than do other teachers across the country – around 18.5 hours a week, near the international average – and that they have both common preparation time and a collaboration period each day (Bae, 2017). The school schedulers were able to accomplish this configuration because the district supported them with the resources for extra teachers as well as the flexibility to make its own scheduling decisions (Bae, 2017). The district gave Hillsdale High School leaders the “flexibility and autonomy” to repurpose certain funds, including classified and

department-head positions, that created opportunities for their professional learning communities (Bae, 2017, p. 29). While research suggests that more teacher collaboration time, if used well, improves schools and student outcomes (see Chapter II), some parents might have concerns with reducing the amount of core instructional time for students. In Hillsdale High School, however, the school received widespread support from teachers and the community for their efforts to build their professional learning communities. As one Hillsdale administrator explained: “I think that our community of support, our really strong parental community support has come from them seeing the benefits of our model over the course of time” (Bae, 2017, p. 38).

Achieving this degree of teacher collaboration time, as is the case with efforts to reduce teacher workload, generally requires identifying additional funding sources or reworking school priorities and budgets. If students continue to attend school for the same amount of time – that is, the collaboration time is not created through early dismissals or late starts – then students need to be supervised and districts need to pay for that supervision. While they could hire additional teachers, districts often lower the cost of supervision by instead opting to build partnerships with community organizations. These external partners often provide high-quality academic or enrichment programs for students while teachers are working together in common planning time. Districts also seek funding from private foundations or rely on federal funds, like Title I or the 21st Century Community Learning Centers initiative, to support these academic and enrichment programs for students. Paying for additional noninstructional time also is sometimes accomplished by reallocating priorities and resources in existing budgets. For example, districts free up teacher instructional time by increasing class sizes or using

technology to incorporate more blended learning time in the school day. While some of these options might prove unacceptable or unwise in certain contexts, they are considered appropriate tradeoffs in others. But if a district cannot secure additional funding or rework budgets, paying for more noninstructional time might ultimately come down to collective bargaining once again, with union and school leaders negotiating increased salaries to pay for extended time for teachers.

### **Promoting Administrative Discretion**

With additional noninstructional time comes the question of who should have authority through CBAs to direct that noninstructional time, including collaboration set-asides and other planning periods. Whether general planning periods or collaboration set-asides, the answer to who should have jurisdiction over these various noninstructional times can affect both the amount and quality of teacher collaboration. It was interesting to find that the study's CBAs have varying approaches to how they address noninstructional time. As noted previously, only six CBAs include set-asides for teacher collaboration on a weekly or daily basis. How they treat planning and preparation periods also vary dramatically: sixteen CBAs allow for collaboration activities among teachers or give control over those noninstructional periods to administrators; twelve of the thirty-one CBAs appear to prohibit school officials from using planning or preparation periods for school-directed collaboration by limiting the activities during those times and/or stating that the time is controlled by teachers only; and five CBAs do not mention how the planning and preparation periods are to be used or who controls that time. These differences among CBAs in how much the noninstructional time is

prescribed and who has authority over the time raises the question about what approaches are best.

At first glance, the earlier discussion of teacher professionalism might favor teacher self-regulation of all noninstructional time. But this important authority question of how CBAs can best support collaboration – either by maximizing discretion for teachers or maximizing discretion for school leaders – is not so clear-cut in favor of absolute teacher control.

There are at least two problems with giving teachers exclusive control over all noninstructional times. The first is whether teachers would use “free” time for collaboration if not required to do so. Just because surveys show that most teachers want more time for collaboration does not necessarily mean that they will use their (scarce) unencumbered time for collaboration for a whole host of reasons. Those reasons include a strong sense of teacher autonomy, lack of shared planning time with colleagues, feelings of being overwhelmed by their workload, lack of teacher leadership, and an inability to find willing and like-minded colleagues to join them.

Even teachers who are inclined toward collaboration will likely be concerned about their workload – that is, that using available noninstructional time for collaboration gives them less time to complete their other work, like grading, lesson planning, and parent communication. The reality is that most teachers use the planning and preparation time in whatever ways they think is best, which can include a whole host of activities: grading papers, using the bathroom, responding to emails, meeting with students, making personal phone calls, and so on. While expanding teacher roles to include teacher collaboration can increase teacher self-efficacy and satisfaction (Burns & Darling-

Hammond, 2014), any reduction in existing noninstructional time would doubtlessly have an adverse effect on teacher workload (Bartlett, 2004). Moreover, working more hours in the teaching profession is generally uncompensated, unlike in many other occupations. That is one reason why workload must be reduced at the same that noninstructional time is expanded.

The second problem with leaving planning and preparation periods to teacher discretion alone, with the mere hope that they will collaborate with their peers, is that research suggests that strong support and leadership from school leaders is necessary for collaboration efforts to succeed. In a 2017 qualitative study of a school in a high-poverty urban district, researchers found that collaborative teacher groups were effective only with substantial involvement from principals (Charner-Laird et al., 2017). After conducting ninety-five interviews with principals and teachers in six different schools, they concluded that the district's instructional teams were successful when "principals were active in setting worthy purposes, encouraging learning through collaboration, and ensuring that teachers could safely express opposing views or explore new approaches" (Charner-Laird et al., 2017, p. 577). In the schools where the teams worked well, the principals were "crucial partners" and participated in the work (Charner-Laird et al., 2017, p. 580). When principals were not involved, the teams did not function well (Charner-Laird et al., 2017).

Other studies similarly illustrate the importance of teacher-principal partnerships for successful collaboration. In her study of twelve high-poverty schools in Massachusetts, Susan Moore Johnson (2019) found that team effectiveness depends on the principals' actions and benefits from "administrators' support and attention, either

close up or from a distance” (p. 96). In the three schools with effective teams, the principals built trust by ensuring that the teachers felt “safe to experiment, raise concerns, and disagree” (p. 91). By setting the “aspirational” purpose and creating a trusting environment, “[s]chool leaders were key players, although not always – or even often – at center stage” (pp. 88, 91). Another study of collaborative planning that compared the practices of two schools found that the more successful collaborative effort had strong principal support and involvement (Stosich, 2016; see also Johnston & Tsai, 2018; Wei et al., 2010; Gajda & Koliba, 2008). These studies suggest that erring on the side of shared decision-making or principal leadership, instead of complete teacher autonomy, is likely to result in more collaboration opportunities (Bae, 2017; Stoll et al., 2006).

With these findings in mind, another recommendation is to use the CBAs to further define the purposes of the preparation/planning periods and who controls them. In this study, the majority of the CBAs do not specify collaboration as a permissible activity during the planning and preparation times and also do not indicate who has the authority over those periods. While that likely gives flexibility to teachers, it makes it more difficult to ensure that the time is being used for collaboration. By clarifying the collaboration function of and administrative authority over more of the noninstructional time, the CBAs can help promote teacher collaboration within schools.

### **Redrafting State Collective-Bargaining Statutes**

While the four recommendations above address changes to collective bargaining agreements themselves, these recommendations have implications for state collective-bargaining statutes as well. State policymakers can redraft their state statutes to better

focus on the priorities above, including emphasizing workload over hours and being more specific about what issues are mandatory subjects of bargaining.

In the first place, state policymakers could shift the focus from hours to workload by amending their scope-of-bargaining statutes. Despite the apparent importance of teacher workload, this study's research revealed that only two state's collective-bargaining statutes specifically included workload. In Massachusetts, the statute included "class size and workload" among the terms and conditions that must be part of negotiations (Mass. Gen. Laws ch. 150E §6). And Kansas specifically included "amounts of work" among their bargaining topics (Kan. Stat. Ann § 72-2228(b)). Of the thirty-three states and the District of Columbia that require collective bargaining, however, twenty-nine of them specifically require "hours" in their collective-bargaining statute's scope of bargaining. If state legislatures elected to replace "hours" with "workload," district and union leaders could call attention to teacher responsibilities in their entirety and have more flexibility for finding time for collaboration. Alternatively, state legislatures could simply remove "hours" from the statutes with the presumption that "conditions" itself could be inclusive of workload. This interpretation of conditions would be consistent with how several courts have viewed it. In Michigan, for example, an appeals court found that student contact time is a "working condition" and that it "directly affects the energy he must expend at his job" (*Taylor Federation of Teachers v. Board of Education*, 1977, p. 653).

This approach of removing hours from the statutes would clear up confusion and also distinguish teachers from other public-sector employees. The term "hours" has resulted in differing opinions among courts and school districts about what must be

included in bargaining, including disagreements on length of school day and school calendar. Moreover, many of the state statutes were drafted for collective bargaining for all public-sector employees, not just teachers. Considering the discussion above about teacher professionalism and how teachers are arguably different from other public-sector employees, it makes sense for teacher collective-bargaining statutes to be separate and different from the statutes for other public-sector employees.

State policymakers also could choose to be more specific about mandatory bargaining topics, either by defining “hours” and “conditions” or replacing “wages, hours, and working conditions” with a list of specific mandatory subjects. Connecticut, for example, provides some definition of hours by stating that hours includes preparation periods but excludes length of the school day (Conn. Gen. Stat. Ann. §10-153d(b)(1)). As another example, the Illinois’s statute specifically does not make it mandatory to bargain on the length of the school day in Chicago only (115 Il. Comp. Stat. Ann. 5/4.5). Statutory changes, like in Illinois, could be helpful too because some courts have interpreted “hours” to include the length of the school day, making it more difficult to find time for collaboration. States also could dispense altogether with the general catch-all of “wages, hours, and working conditions” and list more specific subjects in its stead. For example, Nevada adopted that approach by enumerating mandatory subjects like insurance benefits, holidays, school supplies, teacher preparation time, and disciplinary procedures (Nev. Rev. Stat. Ann. § 288.150 (2)(g)). An additional benefit of detailing specific subjects is the opportunity to potentially include a mandate to bargain on collaboration time, reflecting a state-wide priority for those efforts. In the end, the advantages of being more specific are eliminating some barriers to finding collaboration

time, removing ambiguity for those negotiating in the field, and giving legislatures the opportunity to define priorities, like collaboration time.

### **Limitations**

While this study reveals the significant role of collective bargaining on teacher collaboration time, the study has its limitations. Limitations related to the study's scope and potential biases were discussed earlier in the Research Methodology chapter above. Several additional limitations beyond scope and potential bias became evident after the content analyses were complete. First, it is unlikely that the case law and administrative decisions in fact constitute a universal sample. Although numerous efforts were made to identify relevant cases and administrative decisions – using a variety of search terms and Shepardizing found authorities – there is no guarantee that all relevant cases have been identified. This limitation was more acute for the administrative decisions, which can be more difficult to unearth. Second, because so few jurisdictions have ruled on teacher time issues where the provisions in the codes are ambiguous, the study relies heavily on persuasive authority and descriptive empirical claims about how other jurisdictions will rule on the scope of bargaining. It is true that empirical claims are common in legal analysis and that some level of uncertainty is inherent to this approach, but it helpful to mention it in a qualitative research undertaking like this one.

The research also reveals a new limitation with the analysis of the collective bargaining agreements. Upon coding the CBA provisions, it became clear that it can be difficult to classify some provisions as promoting or restricting collaboration. For example, many CBAs set aside time – including through faculty meetings after school – in a way that allowed teacher collaboration among several permitted activities. While

these set-aside windows can be used for collaboration, it is very possible that collaboration time would be squeezed out by other administrative priorities, like professional development, building safety training, central-office initiatives, and so on. In other words, assessing the effect of CBAs on collaboration time almost always depends on other factors not related to the CBA provisions, especially where time flexibility is the predominant feature of the CBA. There is no guarantee that high-quality collaboration, let alone collaboration at all, occurs even when flexibility is present. As mentioned when talking about this study's scope limitation earlier, flexibility with time can simply allow time for collaboration but in no way ensures that it takes place.

### **Implications for Further Research**

Although this study adds credibility to the conclusion that collective bargaining plays an important role in finding time for teacher collaboration, it plainly leaves many questions unanswered. Perhaps the most important question the study does not answer is whether schools under collective-bargaining agreements, with provision that seemingly promote time for collaboration, in fact have more and effective teacher collaboration. To understand whether there exists an actual connection between CBA provisions and high-quality teacher collaboration would require using qualitative and quantitative analyses of the amount and type of teacher collaboration that occurs in each district in the sample. Revealing whether that connection exists could be the focus of further research.

Similarly, additional research could examine whether there is more and effective collaboration in states that mandate, permit, or prohibit that teacher-time issues are part of collective bargaining. State policymakers might be interested in understanding how their state collective-bargaining statutes affect, if at all, how teacher time is addressed in

collective-bargaining agreements. Connecting the state CBA statutes to the actual amount and efficacy of teacher collaboration might also help answer the question about whether the existence of collective bargaining itself promotes or restricts teacher collaboration. Given that seven states prohibit collective bargaining altogether and ten other states permit, but do not require, collective bargaining, these questions about the role of bargaining statutes could help answer important questions about the role of collective bargaining as a whole. Indeed, a very high-profile conflict exists between those who favor collective bargaining for public-sector employees, including teachers, and those who oppose all such bargaining. State legislatures continue to sway back and forth on their support or opposition to collective bargaining for teachers; in fact, after taking over both state houses in 2019, the Virginia legislature immediately began working on a bill to provide public-sector employees with bargaining rights (Natanson, 2020). Further investigation into the role of the collective-bargaining statutes on teacher collaboration time and the ensuing collaboration's connection to school improvement could inform this debate, including the interaction, and compatibility, between collective bargaining and teacher professionalism.

The study also does not delve into other issues relating to the collaboration process that could benefit from further research: the best form of collaboration, who should control the collaboration, and how much time is needed for effective collaboration. These are important questions that are essential to diagnosing if CBAs are doing a sufficient job in supporting teachers' efforts to work together. Who is involved in teacher collaboration time – grade levels, academic disciplines, etc. – and what is addressed during those times – lesson planning, student interventions, assessment

development, etc. – can influence how CBAs should deal with collaboration time. For example, some types of teacher collaboration might lend itself more to set-asides after school while other forms of collaboration might be more effective if preparation or planning periods are used. The same question can be raised about who directs or oversees the collaboration time – an issue that CBAs sometimes prescribe. And, ultimately, the most important issue might be the amount of time necessary for effective collaboration. With teacher time being so scarce, arguments for and against more collaboration time in CBAs hinges partly on having knowledge of how much collaboration time is necessary. Further research could explore all these issues and the roles that CBAs have (or do not have) in achieving the optimal form of, control over, and time for teacher collaboration.

A final issue for further research is the role CBAs play, if any, in the other conditions necessary for teacher collaboration, like teacher discretion to make decisions or psychological safety. Take psychological safety as an example. As discussed above, school leaders can help to create a sense of trust and psychological safety that allows teachers to share perspectives and take risks in their teams. It is possible that CBAs might help or hinder those efforts to create trust and psychological safety. Some argue that CBAs contribute to teachers feeling safe, for example, by ensuring certain due-process protections. These due-process provisions could be especially important in the absence of trust between teachers and school leaders. On the other hand, others contend that binding contracts, like CBAs, often substitute for trust and thus undermine the development of trust, making it less likely that teachers will feel psychologically safe in teams. Understanding the other ways that CBAs are involved in teacher collaboration,

beyond teacher time, can only help district and union leaders better craft CBAs in a way to promote effective collaboration. The more district and union leaders understand how CBAs affect teacher collaboration, the more the bargaining process is likely to become a less-adversarial, trusted process that focuses on teacher professionalism and includes provisions that make it easier for teachers to be successful in the classroom.

### **Conclusion**

Since teacher collaboration is an important ingredient of school improvement, school leaders and teachers can boost student achievement by thinking intentionally and creatively about how to promote collaboration through collective bargaining. As this study demonstrates, most districts cannot manage time for collaboration without coming to grips with the interconnected CBA provisions that affect teacher time. The reality is that for most of the 13,000-plus school districts across the country, collective bargaining agreements remain a significant part of local policy-making because state collective-bargaining statutes require it to be so. The result is that at the same time that school-board authority has been squeezed from above by federal regulations, it has also been squeezed from below by collective-bargaining agreements (Kirst, 2008).

The study here confirms the import of CBAs. It demonstrates that these labor-management contracts influence how teacher time can be used for collaboration and that some CBAs are better than others at promoting time for collaboration. Considering the influence of CBAs on teacher time, the study asks union leaders, educators, and policymakers to take a closer look at how their own CBAs contribute to teacher collaboration and then use the findings here to inform the type of provisions they agree to include in their contracts. The results of this study's descriptive analyses hopefully spark

some normative conclusions: If district leaders, union leaders, and state policymakers were to recognize the importance of collaboration for school improvement, they might bargain their contracts and amend their laws in ways that support that collaboration. In the end, efforts to use CBAs in a way that purposefully support teacher collaboration – from eliminating duty-hour limits to expanding noninstructional time to reducing teacher workload – will prioritize a more democratic notion of participatory decision-making in which education professionals work together to improve student outcomes.

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## Appendix A

## Coding Frame for Collective Bargaining Statutes

**Coding Frame for State Laws**

The units of analysis for the study are the state statutes and court decisions. The units of coding are the units to be assigned to a category or subcategory in the coding frame (Schreier, 2012). For the purposes of this study, the units of coding are various provisions within the collective-bargaining statutes or holdings within the state-court cases. The categories and subcategories selected attempt to be exhaustive and mutually exclusive (Neuendorf, 2001).

**Coding Categories for State Collective Bargaining Laws**

- 1. State statute or case law requires (1.1) or permits (1.2) collective bargaining**
  - a. Description: A state statute specifies that the collective bargaining is required or permissible for teachers or government employees.
  - b. Example of CB requirement: "The local or regional board of education . . . shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate."
  - c. Example of CB permission: "Nothing in this chapter shall be construed to deny the right of employees to bargain collectively with their employer by and through labor unions, labor organizations or any other type of associations."
- 2. State statute states that working "conditions" are a mandatory (2.1), permissible (2.2), or prohibited (2.3) part of collective bargaining**
  - a. Description: A state statute includes working "conditions" among the subjects that are mandatory, permissible, or prohibited elements of bargaining.
  - b. Example of mandatory: "The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment."
- 3. State statute states that "hours" are a mandatory (3.1), permissible (3.2), or prohibited part of collective bargaining (3.3)**
  - a. Description: A state statute includes "hours" among the subjects that are mandatory, permissible, or prohibited elements of bargaining.
  - b. Example of permissible: "A representative organization's scope of representation may include matters relating to . . . employer-employee relations, including salary and working hours."
- 4. State court or labor relations board finds that "hours" are a mandatory (4.1), permissible (4.2), or prohibited (4.3) part of collective bargaining**
  - a. Description: A state court or labor relations board finds that hours are among the subjects that are mandatory, permissible, or prohibited elements of bargaining.

- b. Example of mandatory: “We start with the belief that the size of a class and required hours of teaching are 'conditions of employment' and are proper subjects of a collective bargaining agreement . . . .”
- 5. **State statute states that prep periods (or other use of teacher time) are a mandatory (5.1), permissible (5.2), or prohibited (5.3) part of collective bargaining**
  - a. Description: A state statute includes prep periods (or other use of teacher time) among the subjects that are mandatory, permissible, or prohibited elements of bargaining.
  - b. Example of mandatory (for prep period): "The local or regional board of education . . . shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate . . . (1) "hours" shall not include length of student school year, scheduling of student school year, length of student school day, length and number of parent teacher conferences and scheduling of student school day – except for scheduling and length of teacher lunch periods and teacher preparation periods."
- 6. **State court or labor relations board finds that prep periods (or other use of teacher time) are a mandatory (6.1), permissible (6.2), or prohibited (6.3) part of collective bargaining**
  - a. Description: A state court or labor relations board finds that prep periods (or other use of teacher time) are among the subjects that are mandatory, permissible, or prohibited elements of bargaining.
  - b. Example of prohibited: “[I]ssues of preparation periods and instructional time are issues of educational policy.”

## Appendix B

## Coding Frame for Collective Bargaining Agreements

**I. Collaboration Time Allowances**

“Collaboration time allowances” are contract provisions that

1. set aside time for teacher collaboration;
2. specify that prep/planning or professional-development time can be used for collaboration; or
3. provide for alternative schedules.

**Coding Categories for Collaboration Time Allowances****1. Provides for dedicated collaboration time (1)**

- a. Description: The CBA sets us aside dedicated time during the day, week, or year for teacher collaboration.
- b. Subcategories
  - i. **Provides for shared time that can be used for planning or collaboration on a daily or weekly basis (1.1)**
    1. Example: “[T]he District will schedule one sixty (60) minute late arrival or early dismissal per week for the purpose of providing professional collaborative time, common planning time, and technological proficiency.”
  - ii. **Provides for shared time that can be used for planning or collaboration during the year (1.2)**
    1. Example: “Up to 18 days out of the traditional 180 day schedule on which the District may schedule a longer block of time (approximately 90 to 105 minutes) by combining remaining time during the Duty Day (without a 45 minute block of preparation time) and time allocated from the fifty-four (54) hours per year pursuant to section 1.3 of this Article. The content covered during such blocks of time shall be at the direction of the District for matters such as, but not limited to, professional learning, grade level collaboration, mandated in-service training, and the ‘roll-out’ of new curricular materials, such as new textbook adoptions, etc.”

**2. Allows dedicated noninstructional time, like preparation or planning periods, to be used for collaboration or is controlled by principal (2)**

- a. Description: The CBA specifies that regularly scheduled prep/planning time can be used for collaboration activities, like team meetings or Department meetings, or permits such collaboration.. Unlike “shared” planning time, it is not time that is necessarily shared by all teachers.
- b. Example: “This common planning period may be used for such purposes as common planning time; group, cluster, or departmental planning; team

teacher planning; meeting with mentor or consulting teachers; modeling of lessons by demonstration teachers; staff meetings; parent/teacher meetings . . .”

- c. Example: “The primary purpose of PCP [Preparation-Conference-Planning] time periods in elementary, middle and secondary schools is for the individual teacher to prepare, plan and conference; however, PCP time shall also be used for period conferences, departmental meetings and other cooperative group planning.”
3. **Allows for alternative schedule under certain conditions (3)**
    - a. Description: The CBA gives school officials, with or without teacher approval, the ability to alter schedules without modifying the collective bargaining agreement.
    - b. Example: “Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher’s regular contract year.”
  4. **Does not limit the number of hours teachers can be on duty during a day or week (4)**
    - a. Description: The CBA includes a provision that specifically does not limit the amount of teacher duty hours during a day or week.
    - b. Example: “It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length”

## **II. Collaboration Time Restrictions**

“Collaboration time restrictions” are contract provisions that

1. prescribe how much teachers can work;
2. prescribe amount of student-contact time (or instructional time);
3. cap the amount of time that can be used for collaboration; or
4. prevent prep/planning time, professional-development time, and/or faculty meetings from being used for collaboration.

### **Coding Categories for Collaboration Time Restrictions**

1. **Limits the number of hours teachers can be on duty during a day or week (5)**
  - a. Description: The CBA limits the amount of teacher duty hours during a day or week.
  - b. Example: “Classroom teachers [] shall be required to work at the school premises a regular work day of seven (7) hours and eleven (11) minute including the duty-free lunch period [] (the workday).”
2. **Requires a minimum amount of student-contact time (in addition to prep/planning periods and lunch time) (6)**

- a. Description: The CBA provides a minimum number of student-contact (or instructional-time) hours that makes it more difficult to create shared planning time. Every CBA appears to require a minimum amount of planning/prep time and lunch time for teachers, but only some require a minimum amount of student-contact (or instructional time). When combined with planning/prep and lunch-time requirements, the student-contact requirements limit the ability to create collaboration time.
  - b. Example: “The instructional time required of employees shall be [for grades 1-3] . . . 310 regular daily minutes.”
- 3. Caps the amount of time that can be used for collaboration (7)**
- a. Description: The CBA caps the amount of time that can be used for shared time, like professional development or faculty meetings. Unlike the allowance for collaboration time (1.1 and 1.2 above), these provisions provide a ceiling, not a floor, for collaboration time.
  - b. Example: “No more than one hour per month will be dedicated to professional activities, including individualized and/or collaborative reflection and application of information directly connected to the identified goals/objectives.”
- 4. Restricts school officials from using prep/planning periods for collaboration (8)**
- a. Description: The CBA specifies that prep/planning periods of faculty cannot be used for collaboration time and/or says that use of the time is to be determined by the teacher alone.
  - b. Example: “Whenever the term ‘preparation time’ or ‘preparation period’ is used, it is to mean the time within the workday of teachers set aside for planning, grading papers, contacting parents and other instructional tasks to be determined by the teacher.”
  - c. Example: “[P]lanning times shall consist of 2.5 hours each week during which professional employees have no other assigned duties or responsibilities other than planning for instruction.”

## Appendix C

### State Scope-of-Bargaining Statutes

State	State Scope-of-Bargaining Statute
Alabama	Collective bargaining prohibited
Alaska	<p>Statute: Alaska Stat. Ann. § 23.40.070                      "The legislature declares that it is the public policy of the state to promote harmonious and cooperative relations between government and its employees and to protect the public by assuring effective and orderly operations of government. These policies are to be effectuated by (1) recognizing the right of public employees to organize for the purpose of collective bargaining; (2) requiring public employers to negotiate with and enter into written agreements with employee organizations on matters of wages, hours, and other terms and conditions of employment;"</p>
Arizona	Collective bargaining prohibited
Arkansas	<p>Statute: Ark. Code Ann. § 11-3-301                      "Freedom of organized labor to bargain collectively and freedom of unorganized labor to bargain individually is declared to be the public policy of the state under Arkansas Constitution, Amendment 34"</p> <p>Statute: Ark. Code Ann. § 6-17-114(a)(2)(C)                      "A school district shall be exempt from the provisions of this subdivision (a)(2) if it has collectively negotiated a contract through a local teachers' association and the collectively negotiated contract expressly provides for a teacher's daily planning period."</p>
California	<p>Statute: Cal. Gov't Code § 3544                      "An employee organization may become the exclusive representative for the employees of an appropriate unit for purposes of meeting and negotiating by filing a request with a public school employer alleging that a majority of the employees in an appropriate unit wish to be represented by such organization and asking the public school employer to recognize it as the exclusive representative."</p> <p>Statute: Cal. Gov't Code § 3543.3                      A public school employer or such representatives as it may designate who may, but need not be, subject to either certification requirements or requirements for classified employees set forth in the Education Code, shall meet and negotiate with and only with representatives of employee organizations selected as exclusive representatives of appropriate units upon request with regard to matters within the scope of representation.</p> <p>Statute: Cal. Gov't Code § 3543.2(a)                      "The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section</p>

	22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code."
Colorado	<p>Statute: Colo. Rev. Stat. Ann.§8-3-106          "In accordance with the provisions of this article, employees have the right of self-organization and the right to form, join, or assist labor organizations, to bargain collectively through representatives of their own free choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection. Each employee also has the right to refrain from any of such activities. The rights of each employee are essential rights, and nothing contained in this article shall be so construed as to infringe upon or have any operation against or in conflict with such rights."</p> <p>Statute: Colo. Rev. Stat. Ann.§8-2-101          "It is not unlawful for any two or more persons to unite, combine, or agree in any manner, to advise or encourage, by peaceable means, any persons to enter into any combination in relation to entering into or remaining in the employment of any person or corporation, or in relation to the amount of wages or compensation to be paid for labor, or for the purpose of regulating the hours of labor, or for the procuring of fair and just treatment from employers, or for the purpose of aiding and protecting their welfare and interests in any other manner not in violation of the constitution of this state or the laws made in pursuance thereof."</p>
Connecticut	<p>Statute: Conn. Gen. Stat. Ann.§10-153d(b)(1)          "The local or regional board of education...shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate...(1) "hours" shall not include length of student school year, scheduling of student school year, length of student school day, length and number of parent teacher conferences and scheduling of student school day-except for scheduling and length of teacher lunch periods and teacher preparation periods . . ."</p>
Delaware	<p>Statute: Del. Code. Ann. tit.14 § 4004(a)          "The employee organization designated or selected for the purpose of collective bargaining by the majority of the employees in an appropriate collective bargaining unit shall be the exclusive representative of all the employees in the unit for such purpose and shall have the duty to represent all unit employees without discrimination."</p> <p>Statute: Del. Code. Ann. tit.14 § 4002(f)          "Collective bargaining means the performance of the mutual obligation...to confer and negotiate in good faith with respect to terms and conditions of employment."</p> <p>Statute: Del. Code. Ann. tit.14 § 4002 (t)          "Terms and conditions of employment means matters concerning wages, salaries, donated leave program or programs in Compliance with Chapter 13 of this title, hours, grievance procedures and working conditions; provided, however, that such term shall not include those matters determined by this chapter or any other law of the State to be within the exclusive prerogative of the public school employer."</p>
District of Columbia	<p>Statute: D.C. Code § 1-617.01(c)          "The Mayor or appropriate personnel authority, including his or her or its duly designated representative(s), shall meet at reasonable times with exclusive representative(s) of bargaining unit employees to bargain collectively in good faith."</p> <p>Statute: D.C. Code § 1-617.17(b)          "As provided in this section, the Mayor, the Board of Education,...shall meet with labor organizations which have been authorized to negotiate compensation at reasonable times...to negotiate in good faith with respect to salary, wages, health benefits, with-in grade increases, overtime pay, education pay, shift differential, premium pay, hours and any other compensation matters."</p>

	<p>Statute: D.C. Code § 1-612.01  (2) The basic workweek, hours of work, and tour of duty for all employees of the Board of Education and the Board of Trustees of the University of the District of Columbia shall be established under rules and regulations issued by the respective Boards; provided, that the basic work scheduling for all employees in recognized collective bargaining units to these established tours of duty shall be subject to collective bargaining, and collective bargaining provisions related to scheduling shall take precedence over conflicting provisions of this subchapter.</p>
Florida	<p>Statute: Fla. Stat. Ann. § 447.309 (1)  "After an employee organization has been certified ...the bargaining agent for the organization and the chief executive officer of the appropriate public employer or employees jointly, shall bargain collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit."</p>
Georgia	<p>Collective bargaining prohibited</p>
Hawaii	<p>Statute: Haw. Rev. Stat. § 89-9(a)  "The employer and the exclusive representative shall meet at reasonable times...and shall negotiate in good faith with respect to wages, hours, the amounts of contribution by the state and respective counties to Hawaii employer-union health benefits trust fund... and other terms and conditions of employment that are subject to collective bargaining and that are to be embodied in a written agreement ..."</p>
Idaho	<p>Statute: Idaho Code Ann. § 33-1271  "The board of trustees of each school district, including specially chartered districts, or the designated representative(s) of such district, is hereby empowered to and shall, upon its own initiative or upon the request of a local education organization representing a majority of the professional employees, enter into a negotiation agreement with the local education organization or the designated representative(s) of such organization."</p>
Illinois	<p>Statute: 115 Il. Comp. Stat. Ann. 5/1  "Recognizing that harmonious relationships are required between educational employees and their employers, the General Assembly has determined that the overall policy may best be accomplished by... (b) requiring educational employers to negotiate and bargain with employee organizations representing educational employees and to enter into written agreements evidencing the result of such bargaining..."</p> <p>Statute: 115 Il. Comp. Stat. Ann. 5/3  "Representatives selected by educational employees in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employees in such unit to bargain on wages, hours, terms and conditions of employment."</p> <p>Statute: 115 Il. Comp. Stat. Ann. 5/4.5  "Notwithstanding the existence of any other provision in this Act or other law, collective bargaining between an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000 and an exclusive representative of its employees may include any of the following subjects: . . .  (4) Decisions to determine . . . academic calendar, length of the work and school day with respect to a public school district organized under Article 34 of the School Code [105 ILCS 5/34-1 et seq.] only, length of the work and school year with respect to a public school district organized under Article 34 of the School Code only, hours and places of instruction, or pupil assessment policies."</p>
Indiana	<p>Statute: Ind. Code Ann. § 20-29-6-1  "School employers and school employees shall: (1) have the obligation and the right to bargain collectively the items set forth in section 4 of this chapter; (2) have the right and obligation to discuss any item set forth in section 7 of this chapter; and (3) enter into a contract embodying any of the matters listed in section 4 of this chapter on which they have bargained collectively."</p>

	<p>Ind. Code Ann. § 20-29-6-4.5          "For a contract entered into after June 30, 2011, a school employer may not bargain collectively with the exclusive representative on the following:(1) The school calendar.(2) Teacher dismissal procedures and criteria.(3) Restructuring options available to a school employer under federal or state statutes, regulations, or rules because of the failure of the school corporation or a school to meet federal or state accountability standards.(4) The ability of a school employer to contract, partner, or operate jointly with an educational entity that provides postsecondary credits to students of the school employer or dual credits from the school employer and the educational entity.(5) Any subject not expressly listed in section 4 of this chapter."</p> <p>Statute: Ind. Code Ann. § 20-29-6-4          "A school employer shall bargain collectively with the exclusive representative on the following: (1) Salary. (2) Wages. (3) Salary and wage related fringe benefits, including accident, sickness, health, dental, vision, life, disability, retirement benefits, and paid time off as permitted to be bargained under IC 20-28-9-11.</p>
Iowa	<p>Statute: Iowa Code Ann § 20.9          "The public employer and the employee organization shall meet at reasonable times... to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other matters mutually agreed upon."</p>
Kansas	<p>Statute: Kansas Statutes: §72-2228(a)          "...when such an organization is recognized, the board of education and the professional employees' organization shall enter into professional negotiations on request of either party at any time during the school year prior to issuance or renewal of the annual teachers' contracts."</p> <p>Statute: Kan. Stat. Ann § 72-2228(b)          "Upon entering negotiations pursuant to this section, the parties shall negotiate compensation of professional employees and hours and amounts of work. In addition, each party may select not more than three additional terms and conditions of professional service from the list described in K.S.A. 72-5413(I)(1) [note actually 72-2228(I)(1)], and amendments thereto, for negotiation. All other terms and conditions of professional service described in K.S.A. 72-5413(I)(1) [note actually 72-2228(I)(1)], and amendments thereto, shall be deemed permissive topics for negotiation and shall only be negotiated upon the mutual agreement of the parties."</p> <p>Statute: Kan. Stat. Ann § 72-2228(I)(1)          (1) "Terms and conditions of professional service" means: (A) Salaries and wages, including pay for duties under supplemental contracts; hours and amounts of work; vacation allowance, holiday, sick, extended, sabbatical and other leave, and number of holidays; retirement; insurance benefits; wearing apparel; pay for overtime; jury duty; grievance procedure, including binding arbitration of grievances; disciplinary procedure; resignations; termination and nonrenewal of contracts; reemployment of professional employees; terms and form of the individual professional employee contract; probationary period; professional employee appraisal procedures; each of the foregoing being a term and condition of professional service, regardless of its impact on the employee or on the operation of the educational system; (B) matters which relate to privileges to be granted the recognized professional employees' organization, including, but not limited to, voluntary payroll deductions; dissemination of information regarding the professional negotiation process and related matters to members of the bargaining unit on school or college premises through direct contact with members of the bargaining unit; reasonable leaves of absence for members of the bargaining unit for organizational purposes, such as engaging in professional negotiation and partaking of instructional programs properly related to the representation of the bargaining unit; any of the foregoing privileges which are granted the recognized professional employees' organization through the professional negotiation process shall not be granted to any other professional employees' organization; and (C) such other matters as the parties mutually agree upon as properly related to professional service including, but not limited to, employment incentive or retention bonuses authorized under K.S.A. 72-8246, and amendments thereto."</p>

Kentucky	NA
Louisiana	NA
Maine	<p>Statute: Me. Rev. Stat. Ann. tit. 26 § 26-965 (1)  "...it is the obligation of the public employer and the bargaining agent to bargain collectively."</p> <p>Statute: Me. Revi. Stat. Ann. tit. § 26-965 (1)(C)  "To confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party may be compelled to agree to a proposal or be required to make a concession and except that public employers of teachers shall meet and consult but not negotiate with respect to educational policies; for the purpose of this paragraph, educational policies may not include wages, hours, working conditions or contract grievance arbitration;"</p>
Maryland	<p>Statute: Md. Code Ann., Educ. §6-402(a)  "Public school employees may for, join, and participate in the activities of employee organizations of their own choice for the purpose of being represented on all matters that relate to salaries, wages, hours, and other working conditions."</p>
Maryland	<p>Statute: Md. Code Ann., Educ. §6-402(a)  "Public school employees may for, join, and participate in the activities of employee organizations of their own choice for the purpose of being represented on all matters that relate to salaries, wages, hours, and other working conditions."</p> <p>Statute: Md. Code Ann., Educ. § 6-408 (c)(1)  "(c)(1) On request a public school employer or at least two of its designated representatives shall meet and negotiate with at least two representatives of the employee organization that is designated as the exclusive negotiating agent for the public school employees in a unit of the county on all matters that relate to salaries, wages, hours, and other working conditions, including procedures regarding employee transfers and assignments."</p>
Massachusetts	<p>Statute: Mass. Gen. Laws ch. 150E §6  "The employer and the exclusive representative shall meet at reasonable times, including meetings in advance of the employer's budget-making process and shall negotiate in good faith with respect to wages, hours, standards or productivity and performance, and any other terms and conditions of employment, including without limitation, in the case of teaching personnel employed by a school committee, class size and workload, . . ."</p>
Michigan	<p>Statute: Mich. Comp. Laws §423.215(1)  "A public employer shall bargain collectively with representatives of its employees...to bargain collectively is to perform the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment..."</p>
Minnesota	<p>Statute: Minn. Stat. § 179A.06(5)  "Public employees, through their certified exclusive representative, have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but this obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession."</p> <p>Statute: Minn. Stat. § 179A.03(19)  "Terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. 'Terms and conditions of employment' is subject to section 179A.07."</p>

	<p>Statute: Minn. Stat. § 179A.07          “A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel.”</p>
Mississippi	NA
Missouri	NA
Montana	<p>Statute: Mont. Code. Ann. §39-31-305 (1)          "The public employer and the exclusive representative, through appropriate officials or their representatives, have the authority and the duty to bargain collectively."</p> <p>Statute: Mont. Code. Ann. §39-31-305 (2)          “[T]o bargain collectively is the performance of the mutual obligation of the public employer or the public employer’s designated representatives and the representatives of the exclusive representative to meet at reasonable times and negotiate in good faith with respect to wages, hours, fringe benefits, and other conditions of employment or the negotiation of an agreement or any question arising under an agreement and the execution of a written contract incorporating any agreement reached.”</p>
Nebraska	<p>Statute: Neb. Rev. Stat. § 48-816 (1)(a)          "The commission shall require good faith bargaining concerning the terms and conditions of employment..."</p> <p>"To bargain in good faith shall mean ... to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment..."</p> <p>Statute: Nev. Rev. Stat. Ann. § 288.150 (2)(g)          "The scope of mandatory bargaining is limited to... (g) Total hours of work required of an employee on each workday or workweek. (h) Total number of days’ work required of an employee in a work year."</p>
Nevada	<p>Statute: Nev. Rev. Stat. Ann. § 288.150          "[E]very local government employer shall negotiate in good faith through one or more representatives of its own choosing concerning the mandatory subjects of bargaining..."</p> <p>Statute: Nev. Rev. Stat. Ann. § 288.150(2)(s)          "The scope of mandatory bargaining is limited to... (s) Teacher preparation time..."</p> <p>Statute: Nev. Rev. Stat. Ann. § 288.150(3)(c)          Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include . . . the right to determine . . . [t]he content of the workday, including without limitation workload factors, except for safety considerations . . .”</p>

New Hampshire	<p>Statute: N.H. Rev. Stat. Ann. § 273-A:3          "It is the obligation of the public employer and the employee organization certified by the board as the exclusive representative of the bargaining unit to negotiate in good faith . . ."</p> <p>Statute: N.H. Rev. Stat. Ann. §273-A:1(XI)          "'Terms and conditions of employment' means wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase 'managerial policy within the exclusive prerogative of the public employer' shall be construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions."</p>
New Jersey	<p>Statute: N.J. Stat. Ann. § 34:13A-5.3          "[T]he majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes, and other terms and conditions of employment."</p>
New Mexico	<p>Statute: N.M. Stat. Ann. § 10-7E-2          "The purpose of the Public Employee Bargaining Act is to guarantee public employees the right to organize and bargain collectively with their employers..."</p> <p>Statute: N.M. Stat. Ann. § 10-7E-17(A)(1)          "...public employers and exclusive representatives: shall bargain in good faith on wages, hours and all other terms and conditions of employment and other issues agreed to by the parties."</p> <p>Statute: N.M. Stat. Ann. § 10-7E-17(D)          "The scope of bargaining for representatives of public schools as well as educational employees in state agencies shall include, as a mandatory subject of bargaining, the impact of professional and instructional decisions made by the employer."</p>
New York	<p>Statute: N.Y. Civ. Serv. § 204(2)          "[T]he appropriate public employer shall be, and hereby is, required to negotiate collectively with such employee organization in the determination of, and administration of grievances arising under, the terms and conditions of employment of the public employees as provided in this article, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment."</p> <p>Statute: N.Y. Civ. Serv. Law § 204(3)          "For the purposes of this article, to negotiate collectively is performance of mutual obligation of the public employer and a recognized certified employee organization to meet at reasonable times and confer in good faith with respect to wages, hours, and terms and conditions of employment..."</p>
North Carolina	<p>Collective bargaining prohibited</p>
North Dakota	<p>Statute: N.D. Cent. Code §15.1-16-13(1)          "The board of a school district or its representatives and the representative organization or its representatives shall, if requested by either entity, meet at reasonable times and negotiate in good faith regarding: a. The terms and conditions of employment. b. Employer-employee relations. c. Formation of a contract, which may contain a provision for binding arbitration. d. The interpretation of an existing contract."</p> <p>Statute: N.D. Cent. Code § 15.1-16-09          "A representative organization's scope of representation may include matters relating to...employer-employee relations, including salary and working hours."</p>

Ohio	<p>Statute: Ohio Rev. Code Ann. § 4117.03(A)(4)          "Public employees have the right to... bargain collectively with their public employers to determine hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements."</p> <p>Statute: Ohio Rev. Code Ann. § 4117.08 (A)          "All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section and division (E) of section 4117.03 of the Revised Code."</p> <p>Statute: Ohio Rev. Code Ann. § 4117.08 (C)          "Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117. of the Revised Code impairs the right and responsibility of each public employer to:          (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;"</p>
Oklahoma	<p>Statute: Okla. Stat. Ann. tit. 70, § 509.6          "The board of education and the representatives of the organization must negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment."</p>
Oregon	<p>Statute: Or. Rev. Stat. Ann. § 243.650(4)          "'Collective bargaining' means the performance of the mutual obligation of a public employer and the representatives of its employees to meet at reasonable times and confer in good faith with respect to employment relations for purpose of negotiations concerning mandatory subjects of bargaining..."</p> <p>Statute: Or. Rev. Stat. Ann. § 243.650(7)(a)          "'Employment relations' includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment."</p> <p>Statute: Or. Rev. Stat. Ann. § 243.650(7)(b)          'Employment relations' does not include subjects determined to be permissive, nonmandatory subjects of bargaining by the Employment Relations Board prior to June 6, 1995."</p> <p>Statute: Or. Rev. Stat. Ann. § 243.650(7)(c)          "After June 6, 1995, 'employment relations' does not include subjects that the Employment Relations Board determines to have a greater impact on management's prerogative than on employee wages, hours, or other terms and conditions of employment."</p> <p>Statute: Or. Rev. Stat. Ann. § 243.650(7)(d)          "'Employment relations' does not include subjects that have an insubstantial or de minimis effect on public employee wages, hours, and other terms and conditions of employment."</p> <p>Statute: Or. Rev. Stat. Ann. § 243.650(7)(e)          "For school district bargaining, 'employment relations' excludes class size, the school or educational calendar, standards of performance or criteria for evaluation of teachers, the school curriculum, reasonable dress, grooming and at-work personal conduct requirements respecting smoking, gum chewing and</p>

	similar matters of personal conduct, the standards and procedures for student discipline, the time between student classes, the selection, agendas and decisions of 21st Century Schools Councils established under ORS 329.704, requirements for expressing milk under ORS 653.077, and any other subject proposed that is permissive under paragraphs (b), (c) and (d) of this subsection.”
Pennsylvania	Statute: 43 Pa. Stat. Ann. § 1101.701 "Collective bargaining is the performance of the mutual obligation of the public employer and the representative of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder and the execution of a written contract incorporating any agreement reached but such obligation does not compel either party to agree to a proposal or require the making of a concession."
Rhode Island	Statute: R.I. Gen. Laws Ann. § 28-9.3-4 "It shall be the obligation of the school committee to meet and confer in good faith with the representative or representatives of the negotiating or bargaining agent within ten (10) days after receipt of written notice from the agent of the request for a meeting for negotiating or collective bargaining purposes."  Statute: R.I. Gen. Laws Ann. § 28-9.3-2(a) "The certified teachers in the public school system in any city, town, or regional school district have the right to negotiate professionally and to bargain collectively with their respective school committees and to be represented by an association or labor organization in the negotiation or collective bargaining concerning hours, salary, working conditions, and all other terms and conditions of professional employment."
South Carolina	Collective bargaining prohibited
South Dakota	Statute: S.D. Codified Laws § 3-18-2 "The negotiations by the governmental agency or its designated representatives and the employee organization or its designated representatives shall be conducted in good faith."  Statute: S.D. Codified Laws § 3-18-3 "Representatives designated or selected for the purpose of formal representation by the majority of the employees in a unit appropriate for such purposes shall be the exclusive representatives of all employees in such unit for the purpose of representation in respect to rates of pay, wages, hours of employment, or other conditions of employment..."
Tennessee	Statute: Tenn. Code Ann. § 49-5-608 (a) "A local board of education shall be required to participate in collaborative conferencing with professional employees, or their designated representatives, if any, with respect to only those terms and conditions of employment that are specified in this section. Such terms and conditions include and are limited to the following: (5) Working conditions; except those working conditions which are prescribed by federal law, state law, private act, municipal charter or rules and regulations of the state board of education, the department of education or any other department or agency of state or local government;"  Statute: Tenn. Code Ann. § 49-5-608 (b) "No other terms or conditions of employment shall be the subject of collaborative conferencing between the board of education and the professional employees or their representatives and no collaborative conferencing shall be conducted on the following subjects: (5) All personnel decisions concerning assignment of professional employees, including, but not limited to, filling of vacancies, assignments to specific schools, positions, professional duties, transfers within the system, layoffs, reductions in force, and recall. No agreement shall include provisions that require personnel decisions to be determined on the basis of tenure, seniority or length of service;"

Texas	Collective bargaining prohibited
Utah	Statute: Utah Code Ann. § 34-34-16 "Nothing in this chapter shall be construed to deny the right of employees to bargain collectively with their employer by and through labor unions, labor organizations or any other type of associations."
Vermont	Statute: Vt. Stat. Ann. tit. 16, § 2001 "The negotiations councils of the school board and of the recognized teachers' or administrators' organization shall meet together at reasonable times, upon request of either party, and shall negotiate in good faith on all matters properly before them under the provisions of this chapter."  Statute: Vt. Stat. Ann. tit. 16, § 2023 "The arbitrator shall have the power to determine all issues remaining in dispute involving wages, hours and conditions of employment as defined by this chapter and any other mutually agreed upon matters not in conflict with law."
Virginia	Collective bargaining prohibited
Washington	Statute: Wash. Rev. Code Ann. § 41.59.060 (1) "Employees shall have the right to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing..."  Statute: Wash. Rev. Code Ann. § 41.59.020 "The term 'collective bargaining' or 'bargaining' means the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times in light of the time limitations of the budget-making process, and to bargain in good faith in an effort to reach agreement with respect to the wages, hours, and terms and conditions of employment: PROVIDED, That prior law, practice or interpretation shall be neither restrictive, expansive, nor determinative with respect to the scope of bargaining."
West Virginia	NA
Wisconsin	Statute: Wis. Stat. Ann. § 111.70 (1)(a) "(1)(a) 'Collective bargaining' means the performance of the mutual obligation of a municipal employer, through its officers and agents, and the representative of its municipal employees in a collective bargaining unit, to meet and confer at reasonable times, in good faith, with the intention of reaching an agreement, or to resolve questions arising under such an agreement....with respect to wages for general municipal employees."  Statute: Wis. Stat. Ann. § 111.70 "(4)(mb) The municipal employer is prohibited from bargaining collectively with a collective bargaining unit containing a general municipal employee with respect to any of the following: 1. Any factor or condition of employment except wages, which includes only total base wages and excludes any other compensation, which includes, but is not limited to, overtime, premium pay, merit pay, performance pay, supplemental compensation, pay schedules, and automatic pay progressions."
Wyoming	Statute: Wyo. Stat. Ann. § 21-3-111 "(a) The board of trustees in each school district within the state may... (iii) Enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or furnishing of services or facilities by or for the school district."

## Appendix D:

### Collective Bargaining Agreement Provisions Relating to Teacher Time

District	Page	Collective Bargaining Agreement Provision
Albuquerque 2015-16	27	<p>1. Teachers shall have a minimum of 220 minutes for preparation each week, free from specific duty assignments. Preparation time shall be in 20-minute block minimums.</p> <p>8. A minimum of forty-five (45) minutes per week can be used for PLC/collaboration time provided the 220 minutes for preparation time has been met.</p> <p>9. Time spent in PLC/collaboration time is not preparation time.</p> <p>3. Every effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, inclusion programs and mentoring relationships.</p>
Albuquerque 2015-16	24	<p>4. Lengthening of the duty day by the site supervisor shall not exceed two (2) hours for any individual teacher in any twenty (20) day reporting period. This lengthening shall normally occur after a minimum of forty-eight (48) hours prior notice excluding nonteaching days prior to the additional duty time. Use of this time shall be limited to purposes relating to school business.</p> <p>5. Schools may utilize up to an additional thirteen (13) hours annually for professional development activities collaboratively planned through the Instructional Council. Any district-mandated training will be included in these hours in accordance with the procedures outlined in Appendix D. Refer to Appendix D Time Chart on page 75</p> <p>6. The District may utilize an additional fourteen (14) hours annually for training and/or planning only if required by a federal, state or judicial mandate.</p>
Albuquerque 2015-16	24	<p>C. Duty Day</p> <p>1. For employees on the AT-1, AT-2, AT-3 and A-2 salary schedules, the duty day shall consist of six and one-half (6 1/2) hours excluding a lunch period. The duty day shall be a continuous period of time. In the event a teacher regularly works less than a five (5) day week, the duty week shall consist of no more than thirty-two and one-half (32 1/2) hours.</p>
Albuquerque 2015-16	28-29	<p>G. Collaboration/Professional Learning Communities</p> <p>1. The District and the Federation support teachers to work in collaboration with colleagues in Collaboration/Professional Learning Communities (PLCs).</p> <p>2. Collaboration/PLCs involve a team of educators committed to working together and collaborating in ongoing processes of collective inquiry and action research in order to improve teaching and learning.</p> <p>3. The purpose of Collaboration/PLCs</p> <p style="margin-left: 20px;">a. Share leadership.</p> <p style="margin-left: 20px;">1. Shared leadership in the context of the Collaboration/PLCs reinforces the vital role of teacher leadership in educational change, community and culture building in schools.</p> <p style="margin-left: 20px;">2. Teacher leadership ensures a focus in the Collaboration/PLCs discussion on pedagogy and turning ideas into action, looking at the evidence and the</p>

		<p>impact on student learning.</p> <p>b. Discuss teaching and learning and how the practices affect student learning.</p> <p>c. Provide teachers opportunities to share what they know.</p> <p>d. Provide teachers opportunities to consult with peers about problems of teaching and learning.</p> <p>e. Provide teachers opportunities to observe peers teaching.</p> <p>f. Foster collective learning among staff and application of the learning to solutions that address students' needs.</p> <p>4. Teachers will be supported to meet regularly in teams to answer these four questions:</p> <p>a. What is it we expect students to learn and why?</p> <p>b. How will we know if they have learned it?</p> <p>c. How will we respond when they don't learn?</p> <p>d. How will we respond when they already know it?</p> <p>5. A Collaboration Team/PLC should have something professional in common. What they have in common depends on the school. Members could share content, students, or roles including all support and related services personnel.</p> <p>6. The District/School creates a mission, outcomes and goals for the collaborative/PLC time together. The District and the Federation agree that one focus area for Collaboration/PLC time will be the ongoing implementation of the Common Core State Standards. This focus should include an analysis of the implementation process and the subsequent student learning. Refer to the Instructional Council language, Article 7, A. 8.</p> <p>7. The individuals within the Collaboration/PLC will decide how best to achieve the mission, design strategies to achieve the outcomes and choose how to measure progress toward the goals. Ultimately, the goal is to deepen the content knowledge and pedagogical skills of all teachers in order to continuously revise instructional strategies in response to evidence of student learning.</p> <p>8. Collaboration/PLC facilitators</p> <p>a. The role of the facilitator is to maximize the effectiveness of meetings through the use of agendas, protocols and facilitation skills.</p> <p>b. The focus and the conversation should rise from the group.</p> <p>c. District resources are provided that can guide the Collaboration/PLC conversation. These resources are optional.</p> <p>9. High Schools</p> <p>a. Academies/SLCs/teams at the 9th and 10th grades can be the same as PLCs.</p> <p>b. 11th and 12th grade teachers who have the same collaborative period and are in the same career academy can meet as a PLC. They can also meet as a content PLC.</p> <p>c. High Schools are encouraged, whenever possible, to create PLC groupings based on content area.</p> <p>10. Individual preparation time shall be considered separate and exclusive from collaboration/PLC time</p>
Albuquerque 2015-16	26	<p>E.</p> <p>7. Time a teacher is required to perform non-instructional duties is not considered preparation time.</p> <p>9. Time spent in PLC/collaboration time is not preparation time</p>
Anchorage 2013-16	42-43	<p>A. Members shall be on duty for a combined total of 60 minutes before and after the student day, exclusive of the duty-free lunch period unless specifically excused by the principal. A member's flexible schedule shall not interfere with regularly scheduled school related meetings or assigned duties but discretion in adjusting schedules following work-related evening commitments, consistent with safety and professional responsibility, is expected</p> <p>E. Consistent with Article 428 A., members are expected to give precedence to faculty meetings, curriculum development meetings, professional development or assigned school duties. A faculty meeting or professional development will normally be scheduled no more often than once per week and</p>

		not exceed the student day by more than one and one-half (1 ½) hours. So long as their personal schedules allow, members are expected to give precedence to education-related District meetings. Members shall be expected to attend one open house per year unless the member has a legitimate reason to be excused.
Anchorage 2013-16	42-43	<p>A. Members shall be on duty for a combined total of 60 minutes before and after the student day, exclusive of the duty-free lunch period unless specifically excused by the principal. A member's flexible schedule shall not interfere with regularly scheduled school related meetings or assigned duties but discretion in adjusting schedules following work-related evening commitments, consistent with safety and professional responsibility, is expected</p> <p>E. Consistent with Article 428 A., members are expected to give precedence to faculty meetings, curriculum development meetings, professional development or assigned school duties. A faculty meeting or professional development will normally be scheduled no more often than once per week and not exceed the student day by more than one and one-half (1 ½) hours. So long as their personal schedules allow, members are expected to give precedence to education-related District meetings. Members shall be expected to attend one open house per year unless the member has a legitimate reason to be excused.</p>
Anchorage 2013-16	50	Instructional Planning Time is time designated for members to address a variety of assigned professional responsibilities. These responsibilities include, but are not limited to, assessment of student learning, individualized lesson planning, collaborative team planning, conferencing with parents or colleagues, preparation/grading of instructional materials, and professional research or development. Instructional Planning Time shall be in blocks of no less than thirty (30) minutes during the student day. On days identified on the school calendar that include parent teacher conferences and testing, planning time missed will not be rescheduled. It is a professional responsibility to structure schedules to accommodate instructional planning time requirements
Baltimore City 2013-16	24	The length of the school day shall be seven (7) hours and five (5) minutes inclusive of the arrival and departure time.
Baltimore City 2013-16	27	Teachers shall be required to attend one (1) faculty meeting per month for no more than one (1) hour in length. The notice for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda if such desire is expressed to the principal at least two (2) days prior to the meeting. The agenda shall be posted one (1) day prior to the meeting.
Baltimore City 2013-16	25	<p>A. The Board will provide three (3) forty-five (45) minute preparation periods per week for all elementary school teachers.</p> <p>E. Collaborative Planning</p> <ol style="list-style-type: none"> <li>1. For secondary schools that have scheduled more than the five (5) preparation periods per week set forth in Article 7.2, principals may use one (1) of the additional preparation periods for collaborative planning.</li> <li>2. For secondary schools that have not scheduled more than the five (5) preparation periods per week set forth in Article 7.2, principals may use one (1) of the five (5) preparation periods for collaborative planning.</li> <li>3. For elementary schools that have scheduled more than the three (3) preparation periods per week set forth in Article 7.8A, principals may use one (1) of the additional preparation periods for collaborative planning.</li> <li>4. If BCPSS desires to have a collaborative planning period in an elementary school, it shall add a fourth preparation period which may be used for that purpose.</li> <li>5. If the number of a teacher's weekly preparation periods is reduced due to an unforeseen circumstance, that teacher's preparation time will not be further reduced for collaborative planning.</li> </ol>
Baltimore City 2013-16	24	A joint committee composed of three (3) members appointed by the Board and three (3) members appointed by the Union shall meet within 30 days of the date of the ratification of this Agreement to address the additional salary payable to members of the bargaining unit for work performed beyond the 7 hour and 5 minute duty day and/or beyond the 190 duty day school year at every Charter, Transformation, Innovation, New Schools Initiative, Turnaround

		School, Restart or any other newly created school that operates with an extended school day and/or extended school year. A specific Memorandum of Understanding for each such school shall be created no later than August 15, 2013 for the term of this Agreement.
Boston 2010-16	28-29	<p>(b) Planning and Development Periods (2) Elementary Teachers. Effective September 1, 1995, elementary teachers shall receive a 48-minute common planning period each week.</p> <p>This common planning period may be used for such purposes as common planning time; group, cluster, or departmental planning; team teacher planning; meeting with mentor or consulting teachers; modeling of lessons by demonstration teachers; staff meetings; parent/teacher meetings; or workshops sponsored by the Center for Leadership Development.</p> <p>Effective January 1, 2001 the weekly common planning period shall be administratively directed.</p>
Boston 2010-16	88	<p>G. Collaborative Coaching and Learning Effective September 1, 2004, teachers are required to participate in Collaborative Coaching and Learning (“CCL”). Each elementary teacher will receive either coverage for the 180 minutes of planning and development time or will be compensated on a pro rata, retirement-worthy basis on their annual salary for the 180 minutes used for CCL per year, at the discretion of the teacher.</p> <p>For school year, 2006-2007, teachers will not be required to give demonstration lessons. Effective 9/1/07, all teachers will demonstrate at least one lesson in a CCL cycle per school year. Observations of demonstration lessons will not be used in any performance evaluation or as part of the evaluation document. No teacher will be required to commit additional time to prepare or debrief a CCL demonstration lesson outside of contractual time.</p>
Boston 2010-16	22	<p>Superintendent’s Schools (low-performing schools): 9. The provisions found in Article V A(3)(d) “Normal Teaching Load” that limit teachers from teaching no more than 160 minutes without a lunch break, Planning and Development Period or an administrative duty shall be increased to 180 for Superintendent’s Schools; in addition, teachers in Superintendent’s Schools, to accommodate the additional hour of instructional time, will be permitted to teach up to 300 minutes per day. 10. Teachers in Superintendent Schools receive an additional 20 hours of professional development per year (in addition to the 30 existing required hours). The first twelve hours can be scheduled as two days during the week before school starts on a Tuesday, Wednesday, or Thursday, or as two days scheduled on Saturdays or other non-pupil school days. The remaining eight hours can be scheduled in the same manner as the current eighteen hours of professional development (see Article V(E)). Teachers participating in these twenty hours shall be compensated on a pro rata basis on their annual salary for this additional time. The faculty will vote to decide the schedule for the additional twenty hours. The vote will be conducted with five school days’ notice to staff and with using a secret ballot. The twenty hours will receive retirement credit.</p>
Boston 2012 changes	3	The 18-hour PD schedule will no longer fall under a faculty vote for approval, though there are some restrictions on the administrator's discretion
Boston 2010-16	29	<p>(b) Planning and Development Periods (1) Definition and Purpose. “Planning and development periods” are those periods during which a teacher is not assigned to a regularly programmed responsibility. Planning and development periods shall be teacher directed and it is expected of teachers that these periods will be used primarily for educational planning, team meetings, and parental contact.</p>
Boston 2010-16	47	<p>2. Length of the School Day (a) The length of the teacher day at all levels will increase by ten minutes. (b) The fifteen minutes before and fifteen minutes after school time for teachers shall be reduced to a total of twenty minutes, ten minutes before and ten</p>

		minutes after school. The faculty, by a majority vote and with the approval of the principal, may change the allocation of the twenty minutes before and after school time.
Broward 2015-17	5-7 – 5-8	<p>V. Early Release Time</p> <p>3. The two remaining early release days shall be used in a manner consistent with the procedures below. On these two days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.</p> <p>4. At all work locations, each department/grade level with the principal’s approval shall adopt an objective based on student data and aligned with the school improvement plan and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day activities that address its established objective. The Board recognizes teachers as professionals and shall provide the 5-8 flexibility necessary for each department/grade level to plan and implement such activities.</p>
Broward 2015-17	3	<p>Planning Days: The school calendar shall contain ten (10) planning days throughout each school year. Four (4) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.</p> <p>2. The Superintendent shall designate one of the four preplanning days with the intent of not scheduling any activities except teacher planning. If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hours in duration on this day.</p> <p>3. Schools have flexibility on how to utilize up to their current allocation of twenty-seven (27) hours per year of the total time available for professional development, exclusive of time allocated for teacher planning and preparation. Professional development activities shall be scheduled on planning days and two additional early release days exclusive of the four (4) early release days specified in Section W below.</p> <p>4. Professional development activities shall be defined as those activities focused on improving student achievement and include, but are not limited to, collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc. 5-4</p> <p>5. A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation.</p> <p>6. After gathering input from the faculty, the teams shall develop customized activities for the staff development time allotted to the early release days (as stated above) and the ten (10) planning days. If the team is unable to agree upon the activities for the days, the Superintendent and the BTU President shall appoint an equal number of persons to serve on an intervention team to mediate the situation and assist the school in developing appropriate activities. A final appeal may be presented to the Superintendent and BTU President for disposition. A copy of the activities and time allotment shall be provided to the BTU and Employee Relations.</p> <p>7. If, after establishing the activities for the early release days and the planning days, the School Professional Development Team determines that additional professional development time is needed to achieve the goals of the SIP, then the school shall initiate a waiver vote for the additional use of up to a maximum of eight (8) additional hours or teacher planning time for professional development purposes. This waiver vote shall follow the waiver vote process contained in Article 15, but shall not be considered a schedule change vote. The waiver and vote results along with the plan for the use of such</p>

		<p>additional time shall be forwarded to the BTU and Employee Relations.</p> <p>8. The Board recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.  Planning Days: The school calendar shall contain ten (10) planning days throughout each school year. Four (4) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.</p> <p>2. The Superintendent shall designate one of the four preplanning days with the intent of not scheduling any activities except teacher planning. If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hours in duration on this day.</p> <p>3. Schools have flexibility on how to utilize up to their current allocation of twenty-seven (27) hours per year of the total time available for professional development, exclusive of time allocated for teacher planning and preparation. Professional development activities shall be scheduled on planning days and two additional early release days exclusive of the four (4) early release days specified in Section W below.</p> <p>4. Professional development activities shall be defined as those activities focused on improving student achievement and include, but are not limited to, collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc. 5-4</p> <p>5. A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation.</p> <p>6. After gathering input from the faculty, the teams shall develop customized activities for the staff development time allotted to the early release days (as stated above) and the ten (10) planning days. If the team is unable to agree upon the activities for the days, the Superintendent and the BTU President shall appoint an equal number of persons to serve on an intervention team to mediate the situation and assist the school in developing appropriate activities. A final appeal may be presented to the Superintendent and BTU President for disposition. A copy of the activities and time allotment shall be provided to the BTU and Employee Relations.</p> <p>7. If, after establishing the activities for the early release days and the planning days, the School Professional Development Team determines that additional professional development time is needed to achieve the goals of the SIP, then the school shall initiate a waiver vote for the additional use of up to a maximum of eight (8) additional hours or teacher planning time for professional development purposes. This waiver vote shall follow the waiver vote process contained in Article 15, but shall not be considered a schedule change vote. The waiver and vote results along with the plan for the use of such additional time shall be forwarded to the BTU and Employee Relations.</p> <p>8. The Board recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.</p>
Broward 2015-17	5-1	<p>Length of Workday: The employees' workday shall be seven and one-half (7 1/2) consecutive hours, including the lunch period. The normal teaching load for assigned classes shall not exceed a daily average of three hundred (300) minutes.</p>

Broward 2015-17	5-3	Faculty Meetings: Principals shall have the authority to schedule necessary faculty meetings; however, such meetings shall be as brief and well planned as possible. Such meetings shall be used for purposes that cannot be accomplished effectively through other means. Faculty meetings shall be scheduled in a manner that impacts teacher planning time to the least degree possible. If more than one faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty in advance.
Broward 2015-17		<p>A. For the purpose of this Article, planning shall mean time spent by the teacher to grade papers, develop lesson plans, collaborate with colleagues, and other activities that are of educational benefit to his/her students.</p> <p>B. Elementary Preparation/Conference Time: Elementary school employees shall have a preparation/conference/planning time totaling not less than sixty (60) minutes per day, excluding relief periods. A maximum of sixty (60) minutes per week shall be available for use at the Principal's discretion.</p> <p>Secondary: High school and Middle School Employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. Subject to the total school schedule, a maximum of fifty (50) minutes per week at the high school level and a maximum of fifty (50) minutes per week at the middle school level shall be available for use at the Principal's discretion.</p>
Clark 2015-17	33-34	<p>Upon approval of the Nevada Department of Education, four (4) days of professional development or 1,724 minutes would be available to utilize for professional development. This time would be "banked" to provide additional professional development minutes to be utilized each week for 27 weeks during the academic year. The four days of professional development would then become unassigned work days for the licensed teaching staff.</p> <p>For purposes of this article. "banked time" means professional development time used in lieu of the designated professional development days.</p> <p>The "banked" minutes would be combined with the contractual time either before or after school. The "banked" minutes would become part of the contractual day for the licensed employees at the site. All licensed employees in the building would be required to participate in the professional development activity as determined by the site team.</p> <p>During the year prior to when the four days are to be used in this manner. the District and the CCEA shall communicate the information to all licensed staff no later than March 31 in the school year prior. Such time shall be designated as Site-Based Collaboration Time ("SBCT"), and shall be utilized in accordance with the following provisions:</p> <p>21-5-1 Site teams, which will include the supervising administrator and licensed personnel assigned to that site/department. will jointly develop a professional development calendar prior to the first student day of the school year. The site teams will determine the day(s) of the week for the SBCT to be held. For example, a school team may determine to add 32 minutes on Tuesdays and Thursdays for the 27 weeks and another school team may determine to add 64 minutes on Wednesdays. SBCT shall be utilized in increments of not less than 30 minutes per session.</p> <p>21-5-2 It is agreed that the time shall not be used for individual licensed personnel to work in their classrooms. and will be required to participate in the activity as determined by the site team.</p> <p>21-5-3 It is agreed that the intent of SBCT is to provide time for staff to meet in small or large groups to focus on improving instruction and student learning, with professional development topics that are mutually planned and scheduled by site teams and the principal at the school level or site administrator and licensed staff in units/departments. Expected uses of SBCT include, but are not limited to professional development and collaboration around the following:</p> <p>a. Unit/lesson design based on the Nevada Academic Content Standards and grade level expectations</p>

		<p>b. Sharing best pedagogical practices in alignment with the Nevada Educator Performance Framework</p> <p>c. Discussing and analyzing student work and student outcomes</p> <p>d. Analyzing and planning around student data</p> <p>e. Learning together</p> <p>f. Instructional studies (research, articles. Books, webinars, lesson studies)</p> <p>g. Deepening content knowledge</p> <p>h. Community/family engagement.</p>
Clark 2015-17	33	The current contract day is seven hours and eleven minutes for licensed staff /431 minutes).
Clark 2015-17	62	Preparation time provided for in this Article shall be utilized by teachers in a manner which enables further development and refinement of professional skills and for instructional effectiveness.
Clark 2015-17	35-36	<p>22-1. Classroom teachers covered by this Agreement shall be required to work at the school premises a regular workday of seven (7) hours and eleven (11) minutes including the duty-free lunch period provided below (the workday).</p> <p>22-5. It is recognized that certain meetings for educational , not extra -curricular, activities may be scheduled to extend beyond the day without additional compensation for the purposes listed below:  22-5-1 Attendance at general faculty meetings.  22-5-2 Special meetings may be called by the superintendent or school principal. It is agreed , however , that there shall be no more than three (3) such meetings per school year. Five (5) working days' notice shall be given.</p> <p>22-10. The provisions of 22-1 through 22-9 above relate to the time classroom teachers and other employees covered by this Agreement are required to remain at the school premises where their primary functions are performed. It is further recognized by the parties that all employees covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the employees covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation except as otherwise provided by specific provisions of this Agreement.</p> <p>22-11. It is the intent of the District that the time added to the teachers' workday beyond the seven (7) hours shall be implemented with the start of the 1990-91 contracted school year and shall be used to increase existing periods at the secondary level and subject areas at the elementary level.</p>
Columbus City 2015-17	18	<p>204.05  Nothing in this provision shall prohibit the Board from developing innovative programs and schedules in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote, the Association Building Council shall study the proposed innovative programs and schedules and shall make recommendations to the staff.</p>
Columbus City 2015-17	18	<p>Article 205  Building Staff Meetings  205.01 All teachers assigned to a school building will be required to attend two (2) regular building-level staff/in-service meetings per month if called by the principal of that school. In-service meetings tied to the early release of students shall not count as one (1) of these two (2) meetings. In-service meetings will</p>

		include topics related to multicultural education. Except in the case of emergency, or as provided below, such required staff/in-service meetings will not extend beyond forty-five (45) minutes after the teacher's scheduled workday.
Columbus City 2015-17	17	Article 204 Length of School Day 204.04 Except as provided elsewhere in this Agreement, the regular work day for all full-time teachers is to be seven and one-half (7 1/2) hours. Such seven and one-half (7 1/2) hours shall include a duty-free lunch period and planning-preparation time.
Dade 2012-15	119	The employee workday shall be seven hours and five minutes for employees at the elementary level, including Pre-K, and seven hours and 20 minutes for employees at the secondary and adult education levels. The workday shall include lunch and planning/preparation period. . . . In no case shall teachers be required to remain longer than one hour beyond the regular workday.
Dade 2012-15	122	In order to provide preparation time for elementary teachers, pupils in the elementary schools shall be dismissed one hour early one afternoon a week, using Wednesday for this purpose. With at least one week's prior notification, one early Wednesday dismissal a month may be used for professional development. When teachers are required to participate in professional development they shall receive Master Plan Points.  With the exception of the two planning/preparation days as designated by the Calendar Committee for full-day professional development, the majority of time during the teacher planning/preparation days is to be used by the employee, who may choose from among the following activities: instructional planning, recording of grades, and reviewing student cumulative folders and/or instructional material or activities. When teachers are required to participate in professional development, they shall receive Master Plan Points.
Dade 2012-15	123	Uninterrupted preparation/planning time is not to be used for faculty meetings or other such compulsory meetings, except in cases of emergency or by mutual agreement of the faculty and the principal.
Dade 2012-15	121	Section 4. Faculty Meetings Except in a school emergency, no more than two faculty meetings shall be conducted each month, with a minimum of 24 hours' notice of such meetings, excluding meetings on planning/preparation days. Teachers are required to extend the workday for the purpose of attending faculty meetings. Such meetings shall be of no more than one hour in duration and shall begin no later than 10 minutes after students are dismissed. In elementary schools, the principal or his/her designee may utilize one Wednesday per month as one of the two authorized monthly faculty meetings.
Dade 2015-17 ext.	20	UTD and MDCPS support best educational practices in education and therefore agree to establish a joint committee regarding planning, collaborative planning, lesson study, and enhanced professional development opportunities, etc. Committee recommendations must be completed in a timely manner. The six member committee will consist of three representatives from M-DCPS and three from the Union.
Dade 2012-15	21	In order to facilitate school teaming, every effort will be made to provide common planning time for those teachers and paraprofessionals who are on the same team.
Davis 2015-16	61	6.10.2. Elementary Planning Time [a] All elementary schools will allow for teacher planning and collaboration time one (1) day each week, as approved by the Board, by shortening that day and proportionately lengthening the remaining days in the week. In the event that the early-out day falls on a holiday, no early-out planning time will be provided for that week. [b] The planning time is to be used for individual or group planning activities. Exceptions such as faculty meetings, training or other routine school activities shall be agreed upon by the JSSC. [c] The total time for students to be in the class shall meet the state requirements and the total teacher time shall meet contract obligations.  6.10.3. Junior High Friday Early Out [a] All junior high schools will allow for teacher planning and collaboration time one (1) day each week. This will be accomplished by shortening the day

		<p>and proportionately lengthening the remaining days in the week. In the event that an early-out day falls on a holiday, no early-out planning time will be provided for that week.</p> <p>[b] Each school's JSSC will have input into the use of this time which is intended to support planning and professional collaboration. Exceptions such as faculty meetings, training, or other routine school activities shall be agreed upon by the JSSC.</p> <p>[c] The total time for students to be in class shall meet the state requirements and the total teacher time shall meet contract obligations.</p> <p>6.10.4. High School Late Start</p> <p>[a] High schools will be allowed late starts, as approved by the Board. Each school's JSSC will have input into the use of this time, which is intended to support professional collaboration.</p>
Davis 2015-16	65	[c] In addition to the four (4) Professional Days, educators have one contract day prior to the beginning of the school year reserved for individual and team planning activities. School and District meetings and activities will not be held during this time.
Davis 2015-16	66	[a] Full time educators agree to a regular seven and one half (7½) hour school day, including a daily scheduled duty free lunch period of at least thirty (30) minutes except in cases of inclement weather and emergency situations.
Davis 2015-16	66	<p>7.1.3. Length of School Day</p> <p>(d) Educators can be required to attend faculty meetings as scheduled by their principals. These meetings may be held at times beyond the regular seven and one-half (7½) hour school day, but should be held immediately before or after the school day and shall not normally exceed forty-five (45) minutes outside the school day. Meetings involving the entire faculty shall not exceed two (2) meetings per month unless supported by the JSSC or in emergency situations. Attendance at these meetings is not optional and shall not entitle educators to additional compensation.</p>
Davis 2015-16	57	<p>6.3.2. Elementary Preparation Time</p> <p>[a] All elementary educators, including special education teachers, will receive the equivalent of thirty-six (36) minutes per day of preparation time during the contract day. Teachers are expected to use this time in direct preparation for their classroom teaching</p>
Denver 2008-11	22	Forty (40) Hour Work Week. The work week shall be forty (40) hours and shall include:
Denver 2008-11	23	Planning Time. Each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student school contact day.
Denver Supplement 2012-15	3	The parties recognize that in order to maximize student learning, educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs.
Detroit 2017-20	19	<p>8. Teachers' Meetings</p> <p>Teachers should reserve Wednesday afternoon for building meetings or for development, coordination and implementation of the school improvement plan. Meetings will be scheduled as necessary by the building principal. Unless the principal and Union agree otherwise in advance, the length of the Wednesday meeting period shall be limited to one (1) hour. (During the PLC period, teachers shall work on the implementation of the school improvement plan in professional learning teams organized by the building administration, which could include but is not limited to the following: working in pairs, grade level and context level teams, or even alone as appropriate to review District and state data, preparing lesson plans for a team and to do other implementation, development and coordination work needed to realize the school's local improvement plan.)</p> <p>Principals will determine the frequency of Wednesday teachers' meetings in accordance with this Article.</p>

Detroit 2017-20	18	<p>Preparation Periods</p> <p>a. Elementary Preparation Periods Each K-8 teacher shall receive a minimum of four (4) preparation periods per week. Three forty five (45) minute preparation periods shall be within the regular school day. One (1) “Common” preparation period shall be on Wednesday. Students shall be dismissed one period earlyE</p>
Detroit 2017-20	18-19	<p>d. Procedure for Lost Preparation Time Whenever a teacher loses scheduled preparation time at the request of the administration, the teacher shall subsequently be granted, at a mutually convenient time, time for preparation equal to the preparation time lost.</p>
2017-20	14-15	<p>b. Elementary School Day The regular school day in elementary and kindergarten through grade eight (8)schoolsfor assigned teaching, planning and consultation functions shall beseven (7) hours and ten (10) minutes, which shall include a forty-five (45) minute duty-free lunch.</p> <p>c.Middle School DayIn middle schools, the regular school day for assigned teaching, planning andconsultation functions shall be six (6) hours and fifty-two (52) minutes, which shall include a twenty-five (25) minute duty-free lunch period</p> <p>d.High School DayIn high schools, the regular day for assigned teaching, planning and consultation functions shall be seven (7) hours and twenty(20)minutes, which shall include a fifty-five (55) minute duty free lunch.</p>
Detroit 2017-20	15-16	<p>Proposals to deviate from the contract provisions set forth in Section B.2 above shall be:</p> <ol style="list-style-type: none"> <li>1. Presented in writing to the DFT members in the school.</li> <li>2. The Union President shall be notified.</li> <li>3. This notification (in 1 or 2) will be no less than three (3) weeks before a vote is taken.</li> <li>4. This proposal shall detail the precise deviation from the contract requested, the relation of the proposal to the educational plan of the school, and why the deviation is necessary.</li> <li>5. To be approved, at least seventy-five percent (75%) of the regular full-time DFT members assigned to the school must vote in affirmation.</li> <li>6. Voting shall be conducted by the DFT building representative and the Union committee of the school, using procedures consistent with DFT policy.</li> <li>7. Voting shall be by secret ballot.</li> <li>8. A representative of the DFT office shall be available to observe the voting if requested by the DFT building representative.</li> <li>9. A vote to waive a specific section of the Contract as listed in Section B.2 may only be held once a semester.</li> <li>10. There shall be no threats, acts of intimidation or retaliation against bargaining unit members in connection with their position on empowerment issues.</li> <li>11. Any violation of this provision shall be subject to the contractual grievance procedure, initiated at step two (2). If no resolution is reached within 10 days, the grievance shall be submitted by the Union to expedited arbitration under the rules of the American Arbitration Association.</li> <li>12. Vote must be taken no later than two (2) weeks prior to the end of the current school year to take effect the subsequent school year.</li> <li>13. Waivers will be in effect for one (1) school year.</li> </ol>
Duval 2014-17	31-33	<p>AA. Resource Periods and Planning Time The Employer and the D.T.U. agree that adequate planning time is important to the improvement of the quality of education and should be encouraged and focused on professional activities. Professional activities, for the purpose of this article, include teacher initiated activities such as individual and common planning, collaborative planning, beginning teacher activities, observing model classrooms, school improvement and other committee work, tutoring, research, academic counseling of students and parents, communicating student academic progress to parents, supervision of students, developing individual education plans (I.E.P.) for students experiencing academic or behavioral problems, peer teacher programs, coordinating follow up academic assignments for student absentees due to</p>

		<p>illness or assignment to hospital home-bound or other special programs, i.e. I.S.S.P.</p> <p>3. Elementary Common Planning</p> <p>a. Effective 2015-2016 each elementary teacher, (including Art, Music, Media, Physical Education, Coaches and Guidance Counselors) shall be provided a minimum of two resource/planning periods per week of not less than 45 minutes.</p> <p>b. One of the planning periods each week shall be used for administratively directed professional activities and one shall be used for teacher initiated professional activities. Such resource/planning periods shall be in addition to the non-student planning time before the student day.</p> <p>4. Secondary Schools</p> <p>In secondary schools that have an A/B schedule with 90 minute periods, each teacher, media specialist and guidance counselor shall be provided four 90 minute planning periods each week for teacher initiated professional activities. Professional activities, for the purpose of this article include, but are not limited to, teacher initiated activities such as individual and common planning, collaborative planning, professional learning community activities, beginning teacher activities, observing model classrooms, school improvement and other committee work, tutoring, research, academic counseling of students and parent, communicating student academic progress to parents, supervision of student, developing individual education plans (I.E.P.s) for student experiencing academic or behaviors problems, peer teacher programs, coordinating follow up academic assignment for student absentees or ISSP.</p> <p>Additionally, one 90 minute planning period each week shall be used for administratively directed professional activities.</p>
Duval 2014-17	36	<p>2. Faculty Meetings After Regular Duty Hours</p> <p>Faculty meetings after regular duty hours may be used to conduct required inservice programs which support the school improvement plan, standards – based instruction, and the professional development plan as approved pursuant to the individual school shared governance plan.</p>
Duval 2014-17	103-104	<p>APPENDIX F - GOVERNANCE/SHARED DECISION MAKING</p> <p>Master Contract Waiver Process</p> <p>Contract Waivers allow schools the ability to address creative solutions to issue such as common planning for teachers and flexible scheduling of students. Attached is the Waiver Request form that must be completed and approved before any provision of the Collective Bargaining Agreement can be waived. Waiver requests must be made in writing with sufficient documentation to assist the Oversight Committee in reaching a decision. The following procedural steps are required.</p> <ol style="list-style-type: none"> <li>1. The requesting school MUST use an approved Shared Decision Making process regarding the desired language to be waived.</li> <li>2. The attached Waiver Request Form MUST be completed and submitted with the REQUIRED documentation below: <ul style="list-style-type: none"> <li>o A copy of the Shared Decision Making Plan with language for consensus highlighted.</li> <li>o Meeting Documentation</li> <li>§ A copy of the minutes of the meeting in which the waiver was approved by consensus.</li> <li>§ A copy of the sign-in roster</li> <li>§ Voting results – If a vote was held, include a copy of the results in a table/graph format</li> <li>o Contract language to be waived (indicate on Waiver Request Form)</li> </ul> </li> <li>3. The Site Administrator and DTU Building Representative must both sign the Waiver Request Form verifying that the request is the result of Shared Decision Making. The signed form must be submitted to the Region Superintendent for approval.</li> <li>4. The completed form with all required documentation should be submitted to Human Resources</li> </ol>

		<p>5. The Superintendent/designee and DTU Board, or respective representatives will provide final approval or denial of the request.</p> <p>6. Human Resources will notify the Site Administrator of the approval and or denial of the Waiver Request</p>
Duval 2014-17	23	<p>For the 180 student-contact days, the employee workday shall be seven and one-third hours, including lunch time on campus. If reports or other assignments are given to teachers, the scope shall be that they can reasonably be completed during the workday. All other workdays shall consist of seven hours on campus. Whenever the Employer determines the need to alter the starting and ending times of the school day to accommodate transportation requirements or other contingencies, the reporting times for employees shall be adjusted accordingly. Under normal circumstances, high school teachers will not be required to report more than ten (10) minutes before or remain more than twenty-five (25) minutes after the school day, nor shall the workday as defined in the Agreement be lengthened as a result of such alteration. Under normal circumstances, middle school teachers will report twenty-five (25) minutes before the school day, and remain ten (10) minutes after the school day.</p>
Duval 2014-17	23-24	<p>3. Employees may be required to attend up to twelve (12) faculty or in-service meetings each contract year; the total time for all such meetings shall not exceed eighteen (18) hours of employee time per contract year.</p> <p>This time may be used in increments of thirty (30) minutes, up to a maximum of ninety (90) minutes during any workday. These meetings (up to twelve (12)) may be held before or after the student day. Meetings held before school shall begin no more than sixty (60) minutes before the student day and may not exceed sixty (60) minutes in duration. Meetings held after the student day shall begin immediately thereafter. No faculty meeting shall exceed ninety (90) minutes.</p> <p>In-service meetings may not exceed ninety (90) minutes unless the approved school-based in-service training plan requires additional time, up to a maximum of three (3) hours per day. Such an in-service training plan must be approved pursuant to the individual school shared-governance plan. Such an in-service plan must also support the school improvement plan and standards-based instruction.</p> <p>District guidelines for the development of the in-service training plans will be agreed to mutually between the parties and disseminated to the individual schools during preplanning. Personal leave may be taken on in-service meeting days only for religious holidays, weddings, or bereavement (see Article IX D.).</p> <p>At least a one-day notice shall be given, except in case of emergency, before any meeting. If an emergency is first determined to exist by the Superintendent, the number of faculty meetings may be increased. Only one (1) meeting may be conducted on any workday, except for an emergency.</p> <p>Official minutes for faculty, in-service, and official committee meetings shall be kept and made available to the faculty. Should the principal not have clerical staff available for keeping such minutes, a member of the bargaining unit selected by staff shall do so.</p> <p>4. Employee attendance at all assignments or meetings, other than during the regular campus workday and/or faculty meetings, shall be a professional responsibility, but at the option of the individual employee; except that employees may be required to attend an open house for parents and two (2) other assignment or meetings during the school year.</p>
Elk Grove 2015-16	18-19	<p>Teachers shall work a school day of 450 minutes (7 1/2 hours) within which the principal will schedule:</p>
Elk Grove 2015-16	19	<p>8.202 Teachers shall attend faculty meetings when they are necessary to the operation of the school and scheduled by the principal. It is expected that two such meetings in a month would be adequate although special circumstances may require more.</p> <p>8.203 Teachers shall attend such additional meetings of the entire staff, grade level staff, department staffs, or other staff groups as may be required by school, district, state or federal projects.</p>

		8.205 Teachers shall not be required in carrying out their instructional responsibilities to participate in more than a thirty-nine (39) hour week nor to attend more than two faculty or other group meetings in any week. If after school meetings total 90 minutes, teachers will not be required to attend other meetings that week outside of the 7.5 hour workday.
Elk Grove 2015-16	33	Pre-Service Work Day Meetings: Site level administrators will make every attempt to limit large group faculty meetings to four hours during the second pre-service work day. If special circumstances warrant additional meeting time that day, the principal will consult with the staff in an attempt to leave adequate time for individual teacher preparation, grade level and/or department meetings, classroom preparation and other concerns.
Granite 2014-17	20	10.2 Class-free planning and preparation time shall be used by teachers for planning and preparation activities, with the objective of improving instruction, meeting the needs of individual children, and improving the coordination of school programs and activities.
Granite 2014-17	20	An increase in elementary planning and collaboration time will be added to the one (1) hour and 45 minutes per week currently allotted to teachers. Each teacher will be given an additional 45-minute block of time weekly—two times per month will be dedicated to teacher planning time and two times per month will be for collaboration time. In the event that the 45-minute planning time falls during an assembly, or other scheduled activities, the principal will arrange coverage for the teacher’s students, thus guaranteeing that the teacher will still receive his or her planning time. This will be accomplished without burdening another teacher for supervision.
Granite 2014-17	18-19	9.2 School Day 9.2.1 Elementary teachers shall report to work no less than 20 minutes before the regular beginning time of the school day and shall remain on duty for at least 15 minutes after the closing time of school.  9.2.2 Secondary teachers shall report to work no less than 30 minutes before the regular beginning time of the school day and shall remain on duty for at least 20 minutes after the regular closing time of school. In schools starting before 8:00 a.m., these time provisions may be reversed. Junior High contract time on Fridays is 2:45p.m.
Hillsborough 2013-16	16	Faculty Meetings And Professional Development 3.7.1 Faculty meetings and inservice education programs shall be no longer than a total of twenty-five (25) minutes per week beyond the normal workday, except for school accreditation. No more than one faculty meeting per week shall occur on time beyond the normal workday. Meetings called in accordance with this portion of the contract shall NOT include solicitations for money. Attendance at meetings called to include a solicitation for funds, shall be voluntary.  3.7.2 Except for Tuesdays, all elementary teachers shall have a scheduled block of at least thirty five (35) minutes planning period per day before or after the student day in addition to the guaranteed planning time afforded all teachers by moving to an eight hour work day.  3.7.3 Tuesdays shall be used for necessary school related meetings including, but not limited to, principal called faculty, building committee, and grade level meetings. This day may be extended by 25 minutes beyond the work day and is set aside specifically for all necessary meetings to help insure guaranteed personal planning time for teachers on the remaining days of the work week. This language is not intended to prohibit teachers from collaborating with colleagues on an informal basis.
Hillsborough 2013-16	3	The District shall establish early release days. Early release days shall be designated as teacher work time. The scheduling of early release days may be changed upon consultation agreement between the School District of Hillsborough County and the Hillsborough Classroom Teachers Association. If specials and/or a duty-free lunch are not provided during the student portion of early release days, comp time shall be granted for loss of planning and/or lunch. If both specials and a duty-free lunch are not provided during the student portion of early release days, the teacher shall be provided with a restroom break in addition to comp time. No more than one hour per month may be used for PLCs or other data gathering/planning intended to increase student

		achievement. A different activity may be scheduled during that time if a faculty – through a secret ballot vote with 2/3 approval – agrees to do so. Activities should be intended to increase student achievement.
Hillsborough 2013-16	6	Planning time for teachers, working on teams, shall normally be scheduled to accommodate team planning.
Hillsborough 2013-16	4	The duty day for teachers shall be eight hours. The normal hourly duty day for eight hour teachers shall be followed during pre-planning, post-planning and teacher workday.
Hillsborough 2013-16	5	Teachers shall have daily planning time during which they will not be responsible for students, attendance at faculty meetings, or be assigned to other duties except for emergencies. The school office shall maintain a duty roster available for teacher examination, to ascertain the equity of emergency assignments
Jefferson County 2013-18	25	The normal duty hours of all Employees, except for Social Workers, Resource Teachers, Special Instructional Assistants in schools, and other such Employees, shall not exceed seven (7) consecutive hours including a duty-free lunch period and any early or late duty.
Jefferson County 2013-18	25-26	Section C Routine matters should be handled in such a way (written communications, announcements, etc.) as to permit optimum use of faculty meeting time for discussion, planning, and evaluation of the school’s program. A written agenda with specificity shall be distributed by noon of the day before regularly scheduled faculty meetings. Absent a timely agenda, a faculty meeting will not occur. Faculty meetings shall begin no later than twenty (20) minutes after the student day and shall last no longer than sixty (60) minutes. Attendance at faculty meetings and all other meetings beyond the Employee’s normal duty hours shall not exceed one (1) hour per week.  Section D Attendance at all other meetings and all other duties beyond the Employee’s normal duty hours shall 1 be voluntary except for parent conferences which shall be scheduled when possible to take place within 3 normal duty hours.
Jefferson County 2013-18	46	Section D The School Calendar shall provide: . . . 2 Gold Days Half of each Gold Day at all grade levels shall be reserved for grade group, team, or department meetings for purposes such as analyzing student work, reviewing portfolio inventories, designing assessments, developing graphic organizers and other instructional tools, developing unit assessments, and using Core Curriculum Guides for grade group, team or department planning and lesson development, disaggregating and/or monitoring student data and developing strategies to address the key findings, and formulating grade group, team or department plans for applying lessons from the school’s professional
Jefferson County 2013-18	26	The Parties recognize that a teacher’s primary responsibility is to teach. The school day shall be organized toward ensuring that the energies of the teacher are used primarily to this end. Every reasonable effort will be made to contain and reduce non-instructional duties through the use of all available school resources.
Jefferson County No. R1 2015-16	8	5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.  5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.  5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators’ time (referred to in this article as the “Scheduling Committee”). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, extended day, etc.).

		<p>The schedule designed by each school otherwise must adhere to the following parameters:</p> <p>5-3-4 The use of non-contact days shall be determined by the Scheduling Committee so that licensed professionals can prepare for their students' needs. Suggested time allocations could include, but are not limited to, approximately 10% for District level professional development and collaboration, 30% school based professional development, 30% collaborative planning time, and 30% individually directed planning time.</p> <p>5-3-6 Two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee should consider allocations of approximately 80% for individual planning time and 20% for collaborative planning and meeting times with no less than 30-minute blocks for individual planning time.</p>
<p>Jefferson County No. R1 2015-16</p>	<p>8</p>	<p>5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.</p> <p>5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.</p> <p>5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators' time (referred to in this article as the "Scheduling Committee"). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, extended day, etc.).</p> <p>The schedule designed by each school otherwise must adhere to the following parameters:</p> <p>5-3-4 The use of non-contact days shall be determined by the Scheduling Committee so that licensed professionals can prepare for their students' needs. Suggested time allocations could include, but are not limited to, approximately 10% for District level professional development and collaboration, 30% school based professional development, 30% collaborative planning time, and 30% individually directed planning time.</p> <p>5-3-6 Two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee should consider allocations of approximately 80% for individual planning time and 20% for collaborative planning and meeting times with no less than 30-minute blocks for individual planning time.</p>

<p>Jefferson County No. R1 2015-16</p>	<p>8</p>	<p>5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.</p> <p>5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.</p> <p>5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators’ time (referred to in this article as the “Scheduling Committee”). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, extended day, etc.).</p> <p>The schedule designed by each school otherwise must adhere to the following parameters:</p> <p>5-3-4 The use of non-contact days shall be determined by the Scheduling Committee so that licensed professionals can prepare for their students’ needs. Suggested time allocations could include, but are not limited to, approximately 10% for District level professional development and collaboration, 30% school based professional development, 30% collaborative planning time, and 30% individually directed planning time.</p> <p>5-3-6 Two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee should consider allocations of approximately 80% for individual planning time and 20% for collaborative planning and meeting times with no less than 30-minute blocks for individual planning time.</p>
<p>Jefferson County No. R1 2015-16</p>	<p>8</p>	<p>5-3-3 Except as set forth below, the Scheduling Committee will develop schedules that account for no more than forty (40) hours of the workweek (the “40-hour schedule”) and an additional 22.5 hours per school year as noted below. Licensed professionals will have the autonomy to schedule the remainder of the workweek for themselves in a manner that best addresses the demands on their time and the needs of their students. Nothing contained in this paragraph is intended to limit the ability of a licensed professional to volunteer for school directed activities that occur outside of the 40-hour schedule.</p>
<p>Jefferson County No. R1 2015-16</p>	<p>24-25</p>	<p>Collaboration</p> <p>10-1 The District and the Association agree that student achievement is improved when instruction is delivered in an organizational culture that is committed to principles of collaboration and shared leadership. Collaborative decision-making shares responsibility for needed changes and accountability for results.</p> <p>10-2 A culture of collaboration and shared leadership shall reflect the following:</p> <ul style="list-style-type: none"> <li>A. A shared commitment to student achievement that is accomplished through mutual trust, respect and accountability;</li> <li>B. Administration and staff collaborating to achieve the vision, mission, values, beliefs and goals of the District and school;</li> <li>C. Opportunities for staff to participate in systemic school change efforts;</li> <li>D. Meaningful and authentic opportunities for educators to use leadership skills both within the building and the District;</li> <li>E. Frequent, meaningful and proactive discussions between administration and staff; and</li> </ul>

		<p>F. An opportunity to celebrate successes.</p> <p>10-3 The District and the Association acknowledge that structures adopted for collaboration and shared leadership are not as important as the commitment to a collaborative culture and shared leadership. Administrators and staff, as a whole, are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving.</p> <p>10-4 Collaboration teams should strive to have: consistent meeting times; norms that every stakeholder agrees to; meeting agendas that all staff have access to; and decision making processes which meet the District accreditation plan and related policies and guidelines.</p> <p>10-5 The District, working with the Association, will develop a system of ongoing review and evaluation of District level and school-based collaboration structures to ensure that principles of collaboration and shared leadership are adhered to and enforced.</p> <p>10-6 The District and the Association acknowledge that staff and administration are mutually accountable to each other and that creating an effective culture of collaboration and shared leadership is an essential part of this Agreement. On an annual basis, each school will submit for review by the District and the Association, a written outline of the shared leadership structure and collaborative decision making process implemented at the school. It is the intention of the District and the Association that the principles of collaboration and shared leadership discussed here are to be guiding principles for the parties as they implement other provisions of this Agreement.</p>
Knox County 2015-17	7	<p>A. Working Days</p> <ol style="list-style-type: none"> <li>1. Professional employees shall be on duty at least seven and forty-five (7 ¾) clock hours each day.</li> <li>2. Professional employees shall be at their place of assignment at times designated by their principals or immediate supervisors.</li> <li>3. Additional time may be required by the principal when necessitated by the needs of the system or requirements of the job. Additional time is interpreted to include faculty meetings, in-service programs, committee meetings, general meetings, conferences, school-sponsored activities, and other extra duties before and after school.</li> </ol>
Knox County 2015-17	7	<p>A. Working Days</p> <ol style="list-style-type: none"> <li>3. Additional time may be required by the principal when necessitated by the needs of the system or requirements of the job. Additional time is interpreted to include faculty meetings, in-service programs, committee meetings, general meetings, conferences, school-sponsored activities, and other extra duties before and after school.</li> </ol> <p>B. Meetings</p> <ol style="list-style-type: none"> <li>1. Professional employees shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Faculty meetings scheduled by the principal for the efficient operation of the school shall begin no later than fifteen minutes after the close of the students' school day and shall last no longer than approximately one hour except in cases of emergency as determined by the principal.</li> <li>2. Notice shall be given to involved professional employees at least one day prior to the meeting, except in cases of emergency.</li> <li>3. Association business shall not be a part of the faculty meeting, but may be conducted following the close of the faculty meeting. Professional employees not wishing to remain for the Association business session shall not be required to remain.</li> <li>4. Other meetings scheduled for in-service training, professional growth or any other training the principal deems necessary for the efficient operation of the school or required by state law or board policy shall not be subject to faculty meeting time regulations.</li> </ol>

Knox County 2015-17	7	A. Working Days 5. Planning time shall consist of 2½ hours each week during which professional employees have no other assigned duties or responsibilities other than planning for instruction. The 2½ hours may be divided on a daily or other basis. Duty-free planning time shall not occur during any period that professional employees are entitled to duty-free lunch
Knox County 2015-17	7	B. Meetings 1. Professional employees shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Faculty meetings scheduled by the principal for the efficient operation of the school shall begin no later than fifteen minutes after the close of the students' school day and shall last no longer than approximately one hour except in cases of emergency as determined by the principal. 4. Other meetings scheduled for in-service training, professional growth or any other training the principal deems necessary for the efficient operation of the school or required by state law or board policy shall not be subject to faculty meeting time regulations.
Lee 2013-16	11	On a pilot basis, for the 2013-14 school year, school-based instructional staff may work collaboratively with school administrators to develop a flexible work schedule to accommodate additional time needed on certain days to conduct professional learning communities (PLCs). Flexible schedules must still be the equivalent of a 37.5 hour work week and/or average the basic teacher work day of seven and one-half (7 1/2 ) hours
Lee 2013-16	12	The parties agree that teachers are professionals and have responsibilities, which may require the teacher's attendance and/or participation beyond the normal work day. Prior to the beginning of each semester, a school calendar will be jointly developed by school administrators and teacher representatives to include but not limited to the TALC representative. Activities such as faculty meetings or other official school-related events are examples of such responsibilities. When attendance at such meetings or activities is required, the principal will notify in writing the affected teachers of the schedule and any alterations necessary to the teacher's work schedule. Every reasonable effort will be made by school administrators to minimize required attendance by teachers beyond the regular work day. Parent/teacher conferences scheduled outside of the regular work day shall be scheduled with the teacher.
Lee 2013-16	11	The basic work day for teachers shall be 1 seven and one-half (7-1/2) hours on all days when students are in attendance.
Lee 2013-16	11	Teachers shall have planning/conference time totaling not less than sixty (60) minutes per day or the equivalent on a weekly basis to include a minimum of forty (40) continuous minutes per teacher per day except in those cases as referenced in 5.01(d) and 5.03. Such time shall be used for lesson preparation and for meeting other job description responsibilities; therefore, the scheduling of administratively mandated meetings and other similar functions shall be limited to two per month. A faculty meeting is an example of an administratively mandated meeting. An IEP meeting is a non-example of an administratively mandated meeting. Meetings for the purpose of curriculum planning, with the involvement of administration, are acceptable so long as the number of meetings is reasonable. TALC Labor Management shall review situations where the number of meetings is of concern.
Long Beach Through 6/30/15	V-2	During any school month, teachers may be required to attend on-site meetings not to exceed a total of six (6) hours beyond the instructional day. Two (2) of the six (6) hourly monthly meetings are at the discretion of the bargaining unit and principal. The necessity for conducting the two (2) hourly meetings shall be determined monthly at each site by either a simple majority secret ballot vote of the bargaining unit employees who actually vote on the proposal and principal or by the site shared decision-making body. The determination of which process will be used shall be by an annual majority secret ballot vote of the bargaining unit and principal.  Attendance is required at only those meetings authorized by the principal. Such meetings may be held before or after school and should be approximately one hour or less in length. Site meetings beyond the instructional day in a typical school month would include two (2) faculty meetings and two (2) other meetings; such as, grade level, department, program review and/or in-service.
Long Beach Through 6/30/15	V-3-4	The scheduled preparation period at the secondary level is defined as paid working time for the specific purposes of preparing materials; conferring with students, parents, support staff, and administrators; and other duties subject to assignment by the principal.

Long Beach Through 6/30/15	V-1	It is agreed that the professional duties of employees require both on-site and off-site hours of work, that the varying nature of such professional duties may not lend itself to a total maximum daily work time of definite or uniform length, and that such duties are normally expected to involve no fewer than eight (8) hours of total effort each workday for both classroom and non-classroom employees
Long Beach Through 6/30/15	V-5	Except in cases of emergencies, no meetings shall be scheduled by the site administrator during the scheduled preparation period. However, this does not preclude a teacher from scheduling and participating in meetings of their choice during this time.
Los Angeles 2008-11	60	Common Planning for Middle Schools: The District and UTLA agree to use the State-recommended text (currently “Taking Center Stage: A Commitment to Standards Based Education for California’s Middle Grades Students”), as the basis for the Common Planning activities of middle school teachers in the District. Common Planning is to be provided when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.
Los Angeles 2008-11	30	General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length.
Los Angeles 2008-11	33	Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration.
Los Angeles 2008-11	33	Meeting on the Two Pupil-Free Days: Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days (see Section 10.0c.) in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.
Los Angeles 2008-11	34	Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions

Montgomery County 2015-17	39-40	<p>When developing elementary schedules, teams will consider the need for both individually managed time and work that is defined by the leadership and completed in group settings. Teachers' schedules will include at least seven hours per normal week for such instructionally related work.</p> <p>a. Within the teacher onsite workday, teacher schedules will include a minimum of 3 hours and 45 minutes of time that is for individually managed planning and work during regular workweeks. Other time during the workday is available for group managed activities including meetings and training.</p> <p>c. Teams will determine when they will meet during the workday. This decision is contingent on teams being able to adhere to parameters identified by school leadership teams. When teams are unable to identify meeting times that adhere to the outlined parameters, the principal or designee will determine when the team will meet. Parameters outlined for teams may include who needs to attend meetings and what needs to be accomplished through the meetings. Parameters must take into account the other duties assigned to teachers and the requirement to provide a minimum of 3 hours and 45 minutes for individually managed planning and work.</p> <p>F.1.B. Schedules must reflect the need for both individually managed work and time that may be structured by the school leadership team. During a typical seven period day, a school schedule will provide for a minimum of 50 percent of the total non-instructional time during the student day to be individually managed. The remaining time may be available for the work of teams/departments, including instructionally related activities (IRAs) with students. When there is an alternative schedule, the amount of time may be considered on a one-week or two-week basis.</p>
Montgomery County 2015-17	38	<p>1. School-based unit members may be required to remain after the end of the unit members' day without compensation for no more than three hours per month to attend faculty or other meetings, which will commence 15 minutes after the students' day. No single meeting will last more than one and one-half hours. When needed for the educational program, it may be necessary to meet more than three hours per month (e.g., Recertification of IB programs, special programs, etc.) as determined by the principal in collaboration with the leadership team, after consultation with the faculty.</p> <p>2. Participation in such after school faculty meetings is a professional expectation. While unit members will not be charged leave for missing faculty meetings, repeatedly missing meetings may be addressed as a performance standard issue.</p>
Montgomery County 2015-17	40	<p>A request to study alternative schedules can be initiated by the school leadership team, a supermajority (58 percent) of all MCEA unit members in the school, or through a major MCPS initiative. Decisions to change the structure of the school day may only be made after a formal process that includes MCEA unit members is undertaken. The faculty representatives to a multi-stakeholder workgroup will be selected by a vote of MCEA unit members conducted by the elected faculty representative. The multi-stakeholder group will recommend any change to the deputy superintendent of school support and improvement for approval. The school leadership team will submit input to the multi-stakeholder group. If there is not agreement about the OSSI decision the ADC Committee will consider the issue to make a recommendation to the Superintendent.</p>
Montgomery County 2015-17	37	<p>1. While professional personnel will often work more than eight hours per day, the professional salary schedule is based on an eight-hour workday.</p> <p>3. All 10-month school-based professional personnel will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven hours in addition to their duty-free lunch period.</p> <p>4. As professionals, MCEA unit members work with students in ways that go beyond the classroom and routinely devote time beyond the work day to meet student needs. The parties recognize that teachers frequently need to attend school activities, events, training, and parent conferences that extend or occur beyond the student day, in the evening, or on weekends. It is recognized that these activities may not require the attendance of all unit members; however,</p>

		attendance at school activities is a shared responsibility for a professional staff. MCEA unit members assume responsibility and accountability for determining the appropriate extra time that they extend to provide a quality school.
Montgomery County 2015-17	37	3. All 10-month school-based professional personnel will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven hours in addition to their duty-free lunch period.
Montgomery County 2015-17	42-43	<p>PROFESSIONAL TIME</p> <p>1. The two unscheduled days (16 hours) identified in Section H of this Article for 10month unit members shall be professional time that will focus on instruction and improving student achievement, thereby raising the bar for all students and closing the gap in student achievement. This time will be used by teachers to concentrate on the achievement of their students.</p> <p>2. The professional time is to be used by teachers to work collaboratively with other teachers. Appropriate activities for the use of this time include the following:</p> <ul style="list-style-type: none"> <li>a. Analyzing student data</li> <li>b. Collaboratively preparing lesson plans</li> <li>c. Responsibilities related to assessment; including scoring, benchmarking, and creation of rubrics and alternate assessments</li> <li>d. Activities related to the school improvement plan</li> <li>e. Reviewing, discussing and planning related to curricula and assessments</li> <li>f. Planning and coordination related to reteaching and reassessing, and implementation of the new grading and reporting policies</li> <li>g. Planning and discussions related to the implementation of 504 and IEP plans</li> <li>h. Professional development activities related to curriculum and assessment</li> </ul> <p>3. Teachers may use the time—</p> <ul style="list-style-type: none"> <li>a. to work together in teams or departments, in pairs, or in small groups;</li> <li>b. to confer with reading specialists, math content specialists, media specialists, ESOL teachers, special education teachers, staff development teachers, instructional specialists, related service providers, and other non classroom based educators;</li> <li>c. to work with job-alike colleagues from other schools; and</li> <li>d. to work with grade level, subject area, or other teams or subgroups.</li> </ul> <p>4. Each team or department shall be responsible for determining how the time is used, and the uses may vary by school level and in response to specific team/department/school needs. The time must be worked and accounted for with regard to each unit member. Prior approval on use of the time will not be required. In June, all 10-month unit members shall be responsible for completing and signing the MCPS FPT Voucher Form listing the dates of the hours of unscheduled time worked and a brief description of the tasks. Individuals who do not turn in the above documentation that the appropriate hours have been worked will have their final pay adjusted accordingly.</p> <p>5. The time may be worked on non-duty days, before or after regular duty hours, before or after the regular 10-month duty year, or on days within the duty year when 10-month teachers are not scheduled to work (e.g.: winter and spring break, Maryland State Teacher Association convention day, and holidays).The specific time may be different for each department or team or teacher. This professional time may be used for team planning, data analysis, responsibilities related to assessments, and/or collaborative involvement in school improvement planning</p> <p>6. Systemwide professional development activities associated with school system priorities may be made available either during available time during the regular duty day, during time set aside each month for after school meetings, or during this professional time.</p>
Montgomery County 2015-17	37	To improve our ability to maximize student learning, teachers should have additional opportunities to plan with other teachers, to participate in relevant professional development experiences, and to be involved more fully in making the key decisions that affect their daily responsibilities.

Montgomery County 2015-17	40	<p><b>SECONDARY SCHOOL SCHEDULES</b></p> <p>1.b. Schedules must reflect the need for both individually managed work and time that may be structured by the school leadership team. During a typical seven period day, a school schedule will provide for a minimum of 50 percent of the total non-instructional time during the student day to be individually managed. The remaining time may be available for the work of teams/departments, including instructionally related activities (IRAs) with students.</p> <p><b>ELEMENTARY SCHOOLS</b></p> <p>When developing elementary schedules, teams will consider the need for both individually managed time and work that is defined by the leadership and completed in group settings. Teachers' schedules will include at least seven hours per normal week for such instructionally related work.</p> <p>a. Within the teacher onsite workday, teacher schedules will include a minimum of 3 hours and 45 minutes of time that is for individually managed planning and work during regular workweeks. Other time during the workday is available for group managed activities including meetings and training.</p>
Montgomery County 2015-17	38-39	<p>7. Middle school and elementary school teaching teams and their administrators will collaborate in establishing team meeting schedules that facilitate meeting student needs and effective implementation of the program of instruction.</p> <p>8. Local schools, through their leadership teams, are responsible for evaluating the purpose, necessity, and scheduling of required meetings other than those identified in the first two paragraphs of this section, in order to determine ways to accomplish necessary work while reducing the direct meeting time used, so that any adverse impact of meeting time on instruction and instructional planning can be reduced.</p>
New York City MOA 2014	5	<p>Unless modified through a School Based Option ("SBO") pursuant to Article 8B of the Teachers' CBA, the following shall apply to Teachers in Single Session Schools:</p> <p>2. On Mondays and Tuesdays, the day shall start no earlier than 8 a.m. and end no later than 4:00 p.m. The parties have agreed to repurpose the 150 minutes per week of extended time and all faculty and grade conference time be used instead as follows:</p> <p>a. On Mondays when school is in session there will be an 80-minute block of Professional Development immediately following the conclusion of the school day. Professional Development shall be collaboratively developed by a school based committee as set forth below in section B of this Article. If less than the entire 80-minute period is taken up by Professional Development activities, then the time will be utilized for Other Professional Work as set forth below.</p> <p>4. On citywide professional development days the workday shall be 6 hours and 50 minutes.</p> <p><b>D. Other Professional Work:</b></p> <p>Appropriate Other Professional Work for any period of time, during these specified blocks, during which Parent Engagement and/or Professional Development activities are not taking place are: collaborative planning; Lesson Study; Inquiry and review of student work; Measures of Student Learning ("MOSL") -related work; IEP related work (excluding IEP meetings); work with or related to computer systems/data entry; preparing and grading student assessments; mentoring; as well as responsibilities related to teacher leader duties for all individuals in Teacher Leadership Positions. Teachers shall select from the activities listed to engage in during these blocks of time unless otherwise directed by the principal to another activity specified herein.</p> <p>In addition to the activities listed here, a teacher or a group of teachers may propose additional activities that may include working with a student or students for any portion of the school year, which requires approval by the principal. In addition, as provided for in Section I.B., an SDC may choose to also meet to continue its work during times when Other Professional Work is appropriate.</p> <p>There will be one (1) or two (2) periods of time during the school year, based upon a school's MOSL selections, one in the Fall and one in the Spring, each of which shall be a minimum of 6 weeks in duration, that will be designated as "MOSL windows" for the entire school district by the DOE. The 6 week time</p>

		periods need not be consecutive weeks. During these “MOSL windows” teachers shall be permitted to devote as much time as necessary during the entire Parent Engagement periods of time to perform MOSL related work. Should teachers not have the need to do MOSL related work during the MOSL window, they shall engage in either Parent Engagement or Other Professional Work as set forth herein.
New York City MOA 2014	6	<p>F. School-Based Options (“SBO”): In addition to the above described default schedule, the following configuration of the workday shall be approved by the President of the UFT and Chancellor if the other requirements of the SBO process as set forth in Article 8.B of the Teachers’ CBA and corresponding articles of other contracts where applicable. The start and end time of the work day shall be specified in each of the SBOs.</p> <p>1. 100/55 Option: a. The school day shall be 6 hours and 20 minutes. b. On Monday, the day shall begin no earlier than 8:00 am and end no later than 4:00 pm. On Tuesday through Friday the day shall begin no earlier than 8 am and end no later than 3:45 pm. c. On Monday there shall be a 100 minute Professional Development period immediately following the end of the school day. If less than the entire 100 minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work. d. On Tuesday there shall be a 55 minute block for Parent Engagement. If less than the entire 55 minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work</p> <p>2. 80/40/35 Option: a. The school day shall be 6 hours and 20 minutes. b. On Monday, the day shall begin no earlier than 8:00 am and end no later than 4:00 pm. On Tuesday through Friday the day shall begin no earlier than 8 am and end no later than 3:45 pm. c. On Monday there shall be an 80 minute Professional Development period immediately following the end of the school day. If less than the entire 80 minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work. d. On Tuesday there shall be a 40 minute block for Parent Engagement immediately following the end of the school day. If less than the entire 40 minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work. e. On Thursday immediately following the end of the school day, there shall be 35 minute period to be used for Other Professional Work. The Chancellor and UFT President shall agree upon a third pre-approved SBO option for the 2014-15 school year. Consistent with the contractual requirements, other SBO configurations voted on by schools shall be considered.</p>
New York City MOA 2014	4	<p>Unless modified through a School Based Option (“SBO”) pursuant to Article 8B of the Teachers’ CBA, the following shall apply to Teachers in Single Session Schools: 1. The school day shall be 6 hours and 20 minutes Monday through Friday.</p>
New York City MOA 2014	23, 27	<p>Preparation periods shall be used for unassigned professional work. Teachers are expected to utilize their professional preparation time in such manner as to enable them to further their professional work for the purpose of their greater classroom effectiveness. Preparation periods shall be used for professional, job-related work which may include but is not limited to preparation for classes, preparation of teaching material, presentation of or attendance at demonstration lessons, participation in teacher training, and conferences with the principal, with other teachers, with guidance counselors or with parents.</p>
Omaha 2015-18	31	<p>C. Preparation/Conference/Planning Time 3. Elementary instructional staff shall have a minimum of 450 minutes, of plan time during each ten-day instructional cycle at the discretion of the teacher.</p>

		Where possible, the elementary instructional leadership team may schedule up to an additional 45- minute team plan meeting each 10-day instructional cycle. Team plan time may be used for the grade levels or professional learning communities to meet and discuss matters relevant to classroom instruction or the school improvement plan.
Omaha 2015-18	32	<p>C. Preparation/Conference/Planning Time</p> <p>12. As a requirement for meeting accreditation through the Nebraska Department of Education (“NDE”), all high and secondary alternative education programs are expected to engage in collaborative team plan time during the duty day on a regular basis. Each school will determine the frequency, duration, and purpose of team plan time meetings, with a minimum frequency of two meetings per month. Such decisions shall be made in collaboration between teachers and administration with the understanding that the agreed upon collaborative team plan time will be in lieu of, not in addition to, the above described high and secondary alternative education school plan time.</p> <p>13. This provision requires administrators and teachers at all middle schools to collaborate periodically on their current practice in each building which may but does not require a building to change current practices regarding collaborative team plan time. Each school will determine the frequency, duration, and purpose of team plan time meetings.</p>
Omaha 2015-18	29	<p>Duty Hours</p> <p>1. Regular Duty Hours</p> <p>The regular duty day for staff shall begin and end 15 minutes before and 20 minutes after the regular student instructional day.</p>
Omaha 2015-18	30	<p>C. Preparation/Conference/Planning Time</p> <p>1. Classroom preparation/conferencing/lesson planning time shall be used for the purpose of preparation, grading papers, contacting parents, planning, or other aspects connected with the instructional duties of staff whose primary duties include delivery of instruction to students.</p>
San Bernardino 2015-17	47	<p>Section 3--School Meetings.</p> <p>A. Definition: For the purposes of this section shall include any required meeting called by the principal or his/her designee(s) or a District administrator, that is designated as a faculty, departmental, grade-level, curricular, professional development/in-service meeting or training, that is held at the work site.</p> <p>B. Unit members shall be available after the regular daily school schedule on Monday, Tuesday, and Thursday to attend these required school meetings. Such meetings shall begin within fifteen (15) minutes after the completion of the scheduled minimum workday and shall not exceed sixty (60) minutes per meeting. No required meetings shall be held on Wednesday and Friday afternoons.</p>
San Bernardino 2015-17	149- 152	<p>SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT</p> <p>APPENDIX “H” – MEMORANDUM OF UNDERSTANDING LISTING</p> <p>1. Collaboration Day Professional Development Program MOU</p> <p>All District schools shall participate in a Collaboration Day Professional Development Program.</p> <p>Adult Education, San Andreas, Sierra, Anderson, Harmon, Community Day School, Middle College High School, and district preschools shall be exempt from the modified day portion of this MOU. The above-mentioned exempt schools shall comply with sections D-J.</p> <p>Collaboration days shall not be scheduled during those weeks when a District minimum day is scheduled or when the first student report day in a school year occurs on a Collaboration Day.</p> <p>During collaboration days, the certificated staff shall participate in professional development, which may include teacher planning, collaboration, and preparation in order to accomplish any and/or all of the following objectives:</p> <ol style="list-style-type: none"> <li>1. Development and implementation of the Single Plan for Student Achievement (SPSA);</li> <li>2. Analysis of student achievement data to inform and improve instruction;</li> </ol> <p>and</p> <ol style="list-style-type: none"> <li>3. Integration of professional development concepts into the instructional and/or school program including, but not limited to: Rigorous Curriculum Design, planning and implementation of Common Core State Standards, integration of technology as required by State Standards, and the impact of the Local</li> </ol>

		<p>Control Accountability Plan and the Community Engagement Plan.</p> <p>This time shall not be used as individual conference/preparation time and the time shall not exceed ninety (90) minutes for the elementary level and ninety (90) minutes for the secondary level. At the elementary level, time in the workday beyond the maximum minutes established herein shall be available to the unit members to apply and/or extend the concepts covered during current and/or prior collaboration day activities at the discretion of the Professional Development Team.</p> <p>B. Addendum A shall reflect the work day for unit members and the student instruction day for regular work days, collaboration days, minimum days, and exam days. The contractual minutes per week shall not exceed the number of contractual minutes worked in a regular workweek. This excludes any adjunctive duties assigned to staff.</p> <p>C. The District will agree to require no more than one (1) mandatory after school meeting per month outside the regular workday. For Community Day School, the District will agree to require no more than one (1) mandatory after school meeting per week outside the regular workday.</p>
San Bernardino 2015-17	48-49	Preparation and conference periods constitute work time that must be used for preparation, planning, conferencing, and other professional activities.
San Bernardino 2015-17	13	<p>Section 2 – Work Day</p> <p>A. Classroom teachers shall report, as designated by the District, twenty (20) minutes prior to the beginning of the regular first class or period, and shall remain at their work site fifteen (15) minutes following the end of the regular last class or period unless released earlier by their supervisor to attend a District activity. This minimum workday shall be exclusive of lunch, staff meetings, and adjunctive duties.</p> <p>For the 2015-2016 school year, the work day shall increase by fifteen (15) minutes, which shall be used for preparation, planning, and other professional activities. The fifteen (15) minute increase will be added to the beginning of the work day at the elementary level, and at the end of the work day at the secondary level.</p>
San Diego 2014-17	16	Preparation/conference period for full-time secondary classroom teachers shall be one (1) regular period of a teacher's workday, which is not devoted to instruction of pupils, and which shall be used for preparation of instructional materials, other instructionally-related activities, and may be used for conferences and a reasonable number of meetings.
San Diego 2014-17	16-17	<p>Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS</p> <p>The provisions of Section 8.7 may be amended, if required, for the establishment of new or revised programs involving flexible schedules or other varying time blocks under the following conditions:</p> <p>8.8.1. If approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, and the division head, and there is no increase in the number of hours per week, as stated in Section 8.7.1.</p> <p>8.8.2. If there is an increase in the number of hours per week, as stated in Section 8.7., and the increase is approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, the division head and the Association.</p> <p>8.8.3. If the program is initiated by the Superintendent or the Board of Education within the terms and conditions of the Agreement.</p>
San Diego 2014-17	13	<p>The District and the Association recognize the principle of an eight (8) hour unit member workday, and a forty (40) hour workweek for persons employed on a full-time basis during the regular school year.</p> <p>8.5.1. Full-time classroom teachers shall be required to remain on site for a minimum of six (6) hours and thirty-five (35) minutes a day, exclusive of a duty-free lunch period. The duty-free lunch period shall be a minimum of thirty (30) minutes. (See Appendix H for part-time certificated assignments.)</p> <p>8.5.3 The balance of the forty (40) hour workweek shall include as responsibilities: a reasonable number of meetings, conferences, departmental activities, site planning, evaluation and instructional activities, open houses and staff development activities as determined by the principal.</p> <p>8.5.4 The schedule of work hours for unit members at each site shall be determined solely by the supervisor, consistent with the provisions of this Agreement.</p> <p>8.5.5. Within the forty (40) hour workweek, supervisors shall have the right to call and require attendance at a reasonable number of staff meetings.</p>

San Diego 2014-17	14	<p>8.5.8. Unit Member Workload All terms and conditions of employment impacting the workload of any certificated job class within the bargaining unit at the grade, department, program, school or district level, shall be maintained at not less than the highest minimum standards in effect on November 18, 2009. This Section shall not be interpreted or applied to deprive unit members of professional advantages heretofore enjoyed unless required by law or authorized by the provisions of this Section.</p> <p>8.5.8.1. Section 8.5.8 does not prohibit the District from implementing programs, initiatives, or curricular reforms, and an intent of the section is to promote cooperative engagement in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees (see Section 24.1). However, the impact of any such District programs, initiatives, or curricular reforms on bargaining unit members' workload, regardless of the existence or success of pre-decision collaboration, is subject to the provisions of Section 8.5.8.</p> <p>8.5.8.2. Any disagreement between the parties regarding Section 8.5.8 shall be subject to discussion between the parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. The Association shall make the District aware of its concerns within twenty (20) workdays of becoming aware of a decision it believes is or will be prohibited by Section 8.5.8. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of the Association bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure. In any grievance or arbitration claiming a violation of Section 8.5.8, the District may raise the defense that the impact on workload was de minimus and therefore not a violation of Section 8.5.8.</p>
San Diego 2014-17	15-16	<p>8.7.2. Preparation/conference period for full-time secondary classroom teachers shall be one (1) regular period of a teacher's workday, which is not devoted to instruction of pupils, and which shall be used for preparation of instructional materials, other instructionally-related activities, and may be used for conferences and a reasonable number of meetings.</p>
Santa Ana 2013-16	41-42	<p>The instructional day for unit members shall conform with the required minutes provided in Education Code, Section 46201. Additional minutes per year (listed in the chart below by level) shall be used as provided for in 8.2.3.B and 8.2.3.E and 8.2.3 F, and any minutes not used for these purposes shall be automatically used for instruction:</p> <p>GRADES 1, 2, 3, 4, AND 5: 1200 MINUTES PER YEAR  GRADES 6, 7, AND 8: 2000 MINUTES PER YEAR  GRADES 9, 10, 11, AND 12: 300 MINUTES PER YEAR</p> <p>B. Unit members teaching High School shall be required to attend staff meetings, faculty meetings, department meetings, site functions, and other administratively-called meeting no more than two hours per month, excluding minimum day at waived schools. This limitation does not include staff development, in-services, curriculum meetings, or other called meetings which shall be paid at their appropriate factors as listed in Article VII of this CBA unless they are taken from the additional instructional minutes per year.</p> <p>E. Elementary and Intermediate schools shall have one modified day per week which shall be used for staff/faculty meetings, department meetings, grade level meetings, collaboration, professional learning communities, staff development activities, in-services, and curriculum meetings. Two (2) meetings per month shall be administratively driven, and shall be limited to no more than one (1) hour per meeting. The remaining collaboration meetings shall be directed by classroom teachers, and shall be limited to no more than one (1) hour per meeting. Staff development, in-services, curriculum meetings, or other called meetings in addition to those listed above shall be paid at their appropriate factors as listed in Article VII of this CBA.</p>

Santa Ana 2013-16	41	It is the intent of the District and the Association that unit members shall perform such professional responsibilities as necessary to meet the needs of the educational program of the District. All planning periods are intended to be used for teachers' preparation and are considered to be a professional obligation which shall be met at the site or other District facility.
Seattle 2015-18	83	<p>5. K-12 Collaboration Time. Beginning in 2017-18, the District will schedule one sixty (60) minute late arrival or early dismissal per week for the purpose of providing professional collaborative time, common planning time, and technological proficiency. Late arrival or early dismissal will be determined by SPS with input from SEA Executive Board. Common planning time, collaboration time, and tech time will be determined using interest-based bargaining, as described by the school day MOU and Article IX, Section P.</p> <p>a. Schools may designate no more than one early release/late arrival per month for common planning. All remaining early release/late arrival days are designated and reserved as collaboration days as set forth in this Agreement in Article IX, Section P.</p> <p>7. Employees will be expected, in addition to performing duties during the regularly scheduled on-site hours, to participate in activities and to perform duties related to the functioning of the total school, such as faculty meetings, organizational meetings, the guidance and counseling of students, parent contacts and meetings, and those duties associated with school activities not covered by currently stipended positions.</p> <p>a. These duties may be performed at irregularly scheduled times and shall be divided equally among all employees in a building.</p> <p>b. Participation in faculty, instructional council, departmental, team/grade level, safety, and technology meetings, will not exceed one hour outside the defined workday unless mutually agreed upon by the participants. Building scheduled faculty meetings (emergencies excepted) shall not exceed one per week; and no more than two meetings per month may be used primarily for business or professional development. Other meetings will be used for teacher-directed collaboration time or for Professional Learning Communities (PLC).</p>
Seattle 2015-18	104-05	<p>All elementary and K-8 employees will receive an additional hour per week of paid collaboration time that is focused on student achievement and aligned with the SPS Strategic Plan. Building staff will determine how best to schedule this additional collaboration time. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally-relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.</p> <p>Beginning in 2017-18, one-hour per week of paid collaboration time will be incorporated into the seven and one-half (7.5) hour elementary and K-8 school day, and added into the secondary day. Non-supervisory certificated employees will receive an hour per week for work conducted outside of the regular workday as a result of collaboration time conducted within the existing work day. This time will be focused on student achievement and aligned with the SPS Strategic Plan. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally-relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.</p> <p>A. Members shall be on duty for a combined total of 60 minutes before and after the student day, exclusive of the duty-free lunch period unless specifically excused by the principal. A member's flexible schedule shall not interfere with regularly scheduled school related meetings or assigned duties but discretion in adjusting schedules following work-related evening commitments, consistent with safety and professional responsibility, is expected</p>

		E. Consistent with Article 428 A., members are expected to give precedence to faculty meetings, curriculum development meetings, professional development or assigned school duties. A faculty meeting or professional development will normally be scheduled no more often than once per week and not exceed the student day by more than one and one-half (1 ½) hours. So long as their personal schedules allow, members are expected to give precedence to education-related District meetings. Members shall be expected to attend one open house per year unless the member has a legitimate reason to be excused.
Seattle 2015-18	15-16	SECTION B: DECISIONS REGARDING USE OF TIME FOR PROFESSIONAL DEVELOPMENT AND DECISION MAKING: 1. SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use: a. The equivalent of two (2) scheduled TRI days (16 hours) designed to provide staff with time for professional development and to collaborate with each other in ways and on topics or in activities designed by staff to support the achievement of their CSIP, the SPS's Strategic Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff. b. Three (3) calendar waiver days for professional development; c. Five (5) half (½)-day early releases, for purposes of school-wide staff development or sitebased decision making to support the CSIP; d. Decisions will be made by the building/program through the building/program decision-making matrix. This time may be used for scheduled activities like training, seminars, working together as collaborative teams in support of the CSIP or to incorporate the focus of training into delivery of instruction or support of students. The parties encourage buildings/programs to use the time in significant blocks, to the extent possible. In the absence of agreement by consensus or 2/3 votes, the SEA-represented staff will resolve the matter as to the use of the days identified above using the building/program decision-making matrix.
Seattle 2015-18	82	1. The standard working day in the building or on site for elementary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half hours (7.5) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include Preparation-Conference-Planning (PCP) time during the student day, as well as a period of twenty (20) to thirty (30) minutes after the student day in order to bring the total contractual work time to seven (7) hours.  3. The standard working day in the building or on site for secondary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7½) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include PCP time, as well as the thirty (30) minutes after the student day in order to bring the total contractual work time to seven and one-half (7 ½) hours.
San Francisco 2014-17	9	Site-based Meetings 7.2.4.1 Planned Meeting Time: Planned meeting time is essential to teacher effectiveness and student success. Teachers may be required to attend no more than two (2) faculty meetings per month, such time to be considered part of the work week described above. In addition, staff will meet within the work day to:  7.2.4.1.1 Improve curriculum, instruction, and assessment in all classrooms (e.g., Instructional Leadership Teams, Grade Level Teams, and Department Teams).  7.2.4.1.2 Support teachers through opportunities for their professional (e.g., site-based and other non-District-wide professional development).  7.2.6.1.3.1 Site-based meetings shall not exceed six (6) hours per month for all TK-5 teachers, exclusive of faculty meetings but including at least two (2)

		hours per month for grade level planning time. These six (6) hours shall be considered part of the work week described above. Teachers shall provide input and suggestions into the agenda for one (1) such hour of grade-level planning time based on the site’s academic goals.
San Francisco 2014-17	9	<p>Site-based Meetings</p> <p>7.2.4.1 Planned Meeting Time: Planned meeting time is essential to teacher effectiveness and student success. Teachers may be required to attend no more than two (2) faculty meetings per month, such time to be considered part of the work week described above. In addition, staff will meet within the work day to:</p> <p>7.2.4.1.1 Improve curriculum, instruction, and assessment in all classrooms (e.g., Instructional Leadership Teams, Grade Level Teams, and Department Teams).</p> <p>7.2.4.1.2 Support teachers through opportunities for their professional (e.g., site-based and other non-District-wide professional development).</p> <p>7.2.6.1.3.1 Site-based meetings shall not exceed six (6) hours per month for all TK-5 teachers, exclusive of faculty meetings but including at least two (2) hours per month for grade level planning time. These six (6) hours shall be considered part of the work week described above. Teachers shall provide input and suggestions into the agenda for one (1) such hour of grade-level planning time based on the site’s academic goals.</p>
San Francisco 2014-17	8	<p>The length of the teacher work day, including preparation time and time regularly required before and after school, exclusive of the duty-free lunch period, shall be based on a work week of seven (7) hours per day or thirty-five hours per five (5) day week. Teachers may work an approved schedule which includes time expended outside the assigned site. Such time approved away from the site shall be considered time worked for purposes of this article.</p> <p>The UBC, following consultation with the faculty, may designate additional before or after school time within the workweek described above.</p> <p>7.2.1.2.1 At sites where common planning time is built into the schedule, the minimum report time referred to in Section 7.2.1.2 shall be five (5) to ten (10) minutes. Common planning time shall be used for the following types of activities: team planning, student study teams, parent conferences, curriculum development, faculty meetings and other professional activities, such as instructional coaching and additional site-based professional development.</p> <p>7.2.7 Time for common planning time, site-based meetings, after school parent events, student events, and all other meetings shall be considered part of the workweek described above. This time shall be scheduled with the concurrence of the UBC, except in case of emergency. Site administrations and UBC’s are encouraged to complete the year’s schedule within the first two weeks of the school year.</p>
San Francisco 2014-17	9	<p>Preparation time within the workday for classroom teachers</p> <p>7.2.6.1 Whenever the term “preparation time” or “preparation period” is used, it is to mean the time within the workday of teachers set aside for planning, grading papers, contacting parents and other instructional tasks to be determined by the teacher.</p>
Washoe 2015-19	15	Preparation times may also be used for other duties such as playground, hall, etc., for staff meetings and parent-teacher conferences as the principal directs.
Washoe 2015-19	13	Any deviation from the instructional day must be included in the School Improvement Plan and approved by the Superintendent of Elementary Education.
Washoe 2015-19	13	Employees may be required to remain after completion of the school day without additional compensation within the following limits:

		18.2.1 When it is necessary to remain longer to attend general faculty meetings and special meetings when called by the Superintendent, the school principal, or other administrative officers. This includes the parent open house and graduation exercises. Teachers will be dismissed no later than 15 minutes after the end of the student day on these two occasions. All duties at graduation exercises shall be filled by volunteers. Should an administrator believe that he/she doesn't have a sufficient number of volunteers, duties shall be assigned on a rotating basis.
Washoe 2015-19	13	Elementary teachers shall have a seven (7) hour contract day, in recognition of the fact that they do not have a preparation period during the instructional day. Elementary teachers (and itinerant educators assigned to elementary schools) shall report to school no more than thirty (30) minutes before the start of the instructional day. The elementary duty day shall conclude no more than thirty minutes after the instructional day (with the exception of multi-track year round).  Secondary teachers shall be required to report no earlier than fifteen (15) minutes before the start of the employee's first scheduled class period (including preparation periods).
Wichita 2015-16	7	The Superintendent and the UTW President will review all requests submitted to extend the school day prior to April 1 of each year. Their joint recommendation shall be subject to Board approval. All requests must be first supported by 80 percent of the affected staff as determined by a secret ballot election conducted by the UTW. Staff members who do not support the extended day concept shall have the right to transfer.
Wichita 2015-16	7	The ending time of the school day in each building shall be seven (7) hours and ten (10) minutes after the beginning time.
Wichita 2015-16	7-8	Paragraph 3: Teachers shall attend necessary staff meetings at the direction of the base school principal or district office program administrators. Normally, teachers shall be given at least 48 hour notice of such meetings. Normally, not more than one (1) total building staff meeting shall be held per calendar month and teachers shall not be required to attend longer than 60 minutes per meeting. However, at the principal's discretion, two additional staff meetings may be held during the school year, but no more than one per semester.

Appendix E:

Categories and Ranking for CBA Sample

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>TIER 1: Set-Aside for Collaboration During Week AND Hours Flexibility</b>								
Montgomery County			Professionals attend activities beyond school day, and professional personnel often work more than eight hours per day	Allows for alternative schedules initiated by school leadership team, approval by 58% of the school's union members, or a major district initiative	Fifty percent of noninstructional time during student day to be "individually managed" in secondary schools but remaining time can be used for work of teams/departments  Up to three hours and fifteen minutes of seven hours of noninstructional time in elementary schools can be used for group-managed activities	After school meetings no more than three hours per month (no mention of collaboration)  Sets aside two days for "professional time" to work collaboratively	Allows up to three hours and fifteen minutes per week of "group managed activities" in elementary schools and 50% of noninstructional time to be "group managed" in secondary schools	States that teachers should have opportunities to plan with other teachers to maximize student learning and that teacher and administrators (in elementary and middle schools) will collaborate in establishing team meeting schedules

District	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>San Bernardino</b>			Minimum (not max) work day		Preparation and conference periods can be used for professional activities (no mention of collaboration)	Sets aside “collaboration days” for professional development, including teacher planning, collaboration, and preparation	Allows principal to call one-hour after-school school meetings three days per week for various purposes, including curricular, grade-level, in-service meetings, etc..	
<b>Jefferson County No. R1</b>	Forty hours per week			Creates Scheduling Committee to design daily, weekly, and annual schedules and can consider traditional, block, blended, extended day, etc.		Suggests that Scheduling Committee dedicate at least 30% of time in non-contact days to collaborative planning	Requests Scheduling Committee to allocate approximately 20% of 270 minutes each week to collaborative planning and meeting times	States that educators need time to collaborate with fellow educators and that administrators have a responsibility for managing time and creating opportunities that allow for collaborative problem solving (for shared leadership)

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>San Diego</b>	Eight-hour workday and forty-hour work week			Allows “flexible” schedules, including increase in number of work hours per week if approved by principal, division head, union, and two-thirds of school’s teachers in a secret ballot	Secondary preparation periods can be used for “instructionally-related activities” and “a reasonable number of meetings” (no mention of use for elementary schools) (no mention of collaboration)		Allows for balance of forty-hour workweek (~fifty-five minutes) to be used for department activities, site planning, instructional activities, etc. as determined by principal	
<b>TIER 2: Set-Aside for Collaboration During Week BUT Little Hours Flexibility</b>								
<b>Hillsborough</b>	Eight hours per day				“[P]lanning time . . . shall be scheduled to accommodate team planning” BUT cannot be assigned duties during planning time	Allows for one early-release day per month (one hour) to be used for professional learning communities	Sets aside twenty-five minutes beyond work day for school-related meetings, including grade level meetings and is “not intended to prohibit teachers from collaborating with colleagues on an informal basis”	

District	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>Davis</b>	Seven and a half hours per day	Must use elementary-school preparation time in “direct preparation” of classroom teaching (no mention of use for secondary preparation time)				<p>Sets aside one day at the beginning of the year for individual and <i>team</i> planning</p> <p>Allows faculty meetings outside duty hours two times per month (no mention of collaboration)</p>	For elementary and junior-high schools, shortens one day each week for teacher planning and collaboration time to be used for “individual or group planning activities (high schools may have late starts for “professional collaboration”)	
<b>Boston</b>	Ten minutes before and ten minutes after school time	Planning and development periods are teacher directed				Sets aside 180 minutes per year for “Collaborative Coaching and Learning”	Sets aside forty-eight minutes per week in elementary schools for common planning time for collaboration directed by administration (not in secondary schools)	

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>Detroit City</b>	Seven hours and ten minutes in elementary schools, six hours and fifty-two minutes in middle schools, and seven hours and twenty minutes in high schools	Teachers must be compensated with extra preparation time if administration directs how a preparation period is used		Allows for alternative schedule if at least 75% of the regular full-time union members assigned to the school vote to approve the change	District can require teachers to work individual or collectively during prep periods		Sets aside one hour on Wednesday afternoons for school improvement meetings and common preparation, including grade level/subject area teams  Creates common planning period in elementary schools (not secondary schools)	
<b>Denver</b>	Forty hours per week	Planning time shall be "uninterrupted, self-directed instructional planning time"					Sets aside up to 120 minutes per week for "operations and professional time," including committee meetings, grade-level meetings, vertical teaming, department meetings, data analysis, etc.	States that educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>Albuquerque</b>	Six and a half hours per day	Time spent in PLC/collaboration is not preparation time and time required to perform noninstructional duties is not preparation time				Allows two hours after school per twenty-day reporting period for each teacher for "school business" (no mention of collaboration)	Sets aside forty-five minutes per week for professional learning communities and collaboration if preparation time requirement is met (and encourages coordination of preparation time for teachers for teaming, etc.)	States that coordination of preparation time for teachers involved in teaming and integration should be encouraged and sets forth the purpose and groups for professional learning communities
<b>San Francisco</b>	Seven hours per day or thirty-five hours per week	Limits preparation time to specific activities and teacher-controlled					Provides two to six hours of site-based meetings or "planned meeting time" for leadership teams, grade-level team, and Department teams	

District	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>Omaha</b>	Regular duty begins fifteen minutes before and twenty minutes after regular student instructional day				Preparation/conference/planning time shall be used for preparation, grading, contacting parents, planning, or other aspects connected with instructional duties (no mention of collaboration)		Allows elementary-school leadership teams to add forty-five mins every ten days for team planning or professional learning communities and requires secondary schools to have minimum of two meetings per month for collaborative team planning	
<b>Seattle</b>	Seven and a half hours per day					Allows union to decide how to use two scheduled days for professional development or collaboration and five half-day early releases for staff development or site-based decision-making	Sets aside one sixty-minute-per-week late arrival or early dismissal for “professional collaborative time, common planning time, and technological proficiency” (as determined by interest-based bargaining)	

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>Clark County</b>	Seven hours and eleven minutes per day	District can direct no more than four teacher preparation periods per school year			Preparation periods are to be used for further development and refinement of professional skills and for instructional effectiveness (no mention of collaboration)	Allows limited after-school “faculty meetings” without comp. (no mention of collaboration)	Sets aside blocks for “site-based collaboration time” on a weekly basis to be developed by site teams	
<b>New York City</b>	Six hours and twenty minutes per day	Preparation periods for “unassigned professional work” decided by teachers					Allows for “other professional work” (mostly collaboration activities) if eighty-minute after-school block not filled with professional development	
<b>TIER 3: Set-Aside for Collaboration During Month or Year AND Hours Flexibility</b>								
<b>Long Beach</b>		Elementary teachers control preparation periods (different from secondary teachers)	States that seven hours per day is normal workday, but also states professional duties do not lend themselves to a total maximum daily work time		Gives principal control over planning periods in secondary schools (but not elementary schools)	Allows for up to two one-hour meetings before or after school for grade level, department, program review, and/or in-service		

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>Granite</b>			Teachers shall remain on duty at least fifteen to twenty minutes after school closing time		Planning and preparation time must have the objective of improving instruction, meeting the needs of individual children, and improving coordination of school programs and activities (no mention of collaboration)	Sets aside two forty-five minute blocks per month for collaboration time in elementary schools		
<b>Santa Ana</b>		Planning periods for teachers' preparation	No mention of work hours			Sets aside minutes per year (varies by level) for faculty meetings, including one modified day per week at ES/MS for, inter alia, collaboration and professional learning communities		

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>TIER 4: No Set-Aside for Collaboration BUT Hours Flexibility</b>								
<b>Washoe County</b>	Seven hours per day for elementary schools			Allows for “deviation” from instructional day if included in School Improvement Plan and approved by the superintendent	Preparation time can be used as principal directs (no mention of collaboration)		Administration can keep faculty after school for faculty meetings and other special meetings (no mention of collaboration)	
<b>Knox County</b>		Limits use of planning time (only two and a half hours per week) to "planning for instruction"	Teachers shall be on duty <u>at least</u> seven hours each day, and principals can request additional time, including for faculty meetings				Allows for unlimited one-hour, after-school faculty or professional meetings (no mention of collaboration)	
<b>Los Angeles</b>			No total maximum daily work time of definite or uniform length because of “the varying nature of professional duties”		Preparation periods are to be used for professional duties (no mention of collaboration)			

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
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Lee			Teacher work days are seven and a half hours per week, but teachers are professionals that may be required to participate beyond normal work day	Establishes pilot process to create flexible work schedule for professional learning communities, so long as flexible schedules do not exceed teacher work hours limit	Planning/conf. time is to be used for lesson preparation and for meeting other job description responsibilities, but administratively mandated meetings can happen twice per month and meetings for curriculum planning, with involvement of administration, are acceptable so long as number of meetings is reasonable (no mention of collaboration)			
Anchorage			Teachers shall remain on duty combined total of sixty minutes before and after school		Allows teachers to use instructional planning time for “collaborative team planning”	Allows one per week (up to one and a half hours) of faculty meetings, curriculum develop meeting, etc.		

District	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
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<b>Baltimore City</b>	Seven hours and five minutes per day			Allows certain schools (e.g., turnaround school) to extend the school day through joint union/school committee	Allows principal to use preparation period for planning	Sets aside one faculty meeting per month (no mention of collaboration)		
<b>Duval</b>	Seven and one-third hours per day			Provides for contract waiver process through shared decision-making process to “address creative resolutions to issues such as common planning time for teachers”	Planning time should focus on professional activities include "teacher initiated activities" such as collaboration activities		Allows for faculty meetings after regular duty hours to support school-improvement plan, standards-based instruction, and professional development (no mention of collaboration)	

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
District	Limits on Hours	Planning and Prep Period Restrictions	No Limits on Hours	Alternative Schedules	Plan/Prep Allows Collaboration	Month/Year Set-Aside for Collaboration	Day/Week Set-Aside for Collaboration	General Support for Collaboration
<b>TIER 5: Set-Aside for Collaboration During Month or Year BUT Little Hours Flexibility</b>								
<b>Broward</b>	Seven and a half hours per day				Planning time can include time spent to collaborate with colleagues and at least fifty minutes (secondary) and sixty minutes (elementary) per week is at principal's discretion	Sets aside two early release days per year for school-improvement activities and allows twenty-seven hours per year of professional development that can be used for “collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc.”		

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
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<b>Jefferson County</b>	Seven hours per day					Provides two half days per year for collaboration (“Gold Days”)	Allows for faculty meetings one per week after regular duty hours for discussion, planning, and evaluation of the school's program (no mention of collaboration)	
<b>TIER 6: No Set-Aside for Collaboration AND Little Hours Flexibility</b>								
<b>Wichita</b>	Seven hours and ten minutes per day			Allows for extended school day if approved by Board and 80% of school’s staff in a secret ballot (staff members not supporting extended day have the right to transfer)		Allows for faculty meeting one time per month (no mention of collaboration)		

	Restricts Time for Collaboration		Promotes or Allows Time for Collaboration					
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<b>Dade</b>	Seven hours and five minutes for elementary schools and seven hours and twenty minutes for secondary schools	Activities in planning/preparation days are limited – no compulsory meetings				Allows two one-hour faculty meetings each month (no mention of collaboration)		Every effort must be made to provide common-planning time and establishes six-member committee of union and district representatives to make recomm. on collaborative planning, lesson study, etc.
<b>Columbus City</b>	Seven and a half hours per day			Allows for alternative schedule with secret-ballot vote by school’s teachers so long as schedule does not exceed teacher work hours limit				
<b>Elk Grove</b>	Seven and a half hours per day						Can schedule group meetings, but “it is expected” that no more than two group meetings per week and no more than two per week (no mention of collaboration)	