

# Memphis City Schools (TN)

**GPA: 1.23**

**Rank: 46th place out of 50**

*Document Examined: Collective bargaining agreement, July 1, 2006 – June 30, 2009\**

HIGHLY FLEXIBLE
FLEXIBLE
SOMEWHAT FLEXIBLE
SOMEWHAT RESTRICTIVE
RESTRICTIVE
<b>HIGHLY RESTRICTIVE</b>

## Introduction

This study of the nation's fifty largest school districts starts from a simple premise: district labor agreements should not make it difficult for schools to be nimble, smart, flexible, high-performing organizations.

In particular, the study focuses on provisions that may limit school leaders' ability to attract and retain excellent teachers, to identify and remove ineffective instructors, to use professional development as a tool of organizational improvement, and to manage school operations in a professional manner—i.e., to run the most effective school possible in terms of core instructional and educational activities, crucial areas where school leaders need enough authority to match their mounting accountability obligations and executive responsibilities in a results-based era.

## The Grades

The scale on which districts were graded reflects the approach outlined above. Grades of A or B generally indicate provisions that confer on school leaders the latitude to man-

age their schools in a professional manner. A grade of C generally means the agreement is silent regarding the provision in question—i.e., it neither affirms nor denies a school leader's right to take a specific course of action. Grades of D and F generally indicate provisions that impede or explicitly bar school leaders from exercising discretion in a given area. Memphis's overall grade, therefore, reflects the degree to which district policies constrain school leaders' ability to make decisions on important management issues. It is in no way a holistic assessment of local education policy or school leadership, much less of school effectiveness.

## Overall GPA: 1.23 (46th place out of 50)

Memphis's GPA is the average of its scores in three areas: Compensation, Personnel Policies, and Work Rules.

Memphis receives a Highly Restrictive rating, the lowest possible, for its 1.23 GPA, ranking forty-sixth among the fifty districts studied. Although it receives one B, the rest of Memphis's report card is dominated by Cs and Fs. Particularly dismal are its marks in the Personnel Policies category, for which it received the lowest score in the study.

## Compensation: C- (38th percentile)

The Compensation grade combines four components: Credit for Previous Experience, Performance Pay, Hardship Pay for High-Needs Schools, and Extra Pay for Shortage Subjects.

Memphis's bargaining agreement gives schools the flexibility to raise starting teacher salaries based on previous experience teaching in a private school or working in subject-related profession, but is silent on whether they may do so for college-teaching experience. The agreement is also silent on whether schools may reward teachers on the basis of performance or for working in high-needs schools. Memphis receives one F in this category for barring schools from rewarding teachers of shortage subjects.

<b>Compensation</b> . . . . .	<b>C-</b>
1. Credit for Previous Experience . . . . .	B
2. Performance Pay . . . . .	C
3. Hardship Pay for High-Needs Schools . . . . .	C
4. Extra Pay for Shortage Subjects . . . . .	F
<b>Personnel Policies</b> . . . . .	<b>F</b>
5. Tenure . . . . .	N/A
6. Evaluation. . . . .	D+
7. Layoffs . . . . .	F
8. Transfers . . . . .	F
<b>Work Rules</b> . . . . .	<b>D+</b>
9. Professional Development . . . . .	C
10. Subcontracting Operations† . . . . .	C
11. Faculty Meetings . . . . .	C
12. Teacher Leave . . . . .	F

### **Personnel Policies: F (last place)**

The Personnel Policies grade combines four components: Tenure, Evaluation, Layoffs, and Transfers.

Memphis's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations. However, the district reported to NCTQ that school leaders may not consider student performance when evaluating nontenured teachers, dropping its grade to a D+ for that component. Memphis's contract bars school leaders from retaining an outstanding young teacher over one with greater seniority during layoffs, giving it an F for that component. On the question of transfers, the agreement gets marked down for requiring school leaders to give internal applicants priority over new hires for vacant positions; for allowing transferring teachers to "bump" less senior teachers from their jobs; and for requiring schools to select the most junior teacher in a certification area if transfers are necessary. Tenure rules in Memphis, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component.

### **Work Rules: D+ (65th percentile)**

The Work Rules grade combines four components: Professional Development, Subcontracting Operations, Faculty Meetings, and Teacher Leave.

Memphis's bargaining agreement is silent on whether school leaders must give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; whether the length of faculty meetings is capped; and whether time at such meetings must be allotted to union matters. The agreement is unclear on whether school leaders may subcontract school operations to nonunion workers, and receives one F in this category for requiring school leaders to grant teachers leave for union activities.

### **Conclusion**

Relative to the other districts studied, Memphis significantly constrains the authority of its school leaders, particularly when it comes to making personnel decisions. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Memphis Board of Education should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (The bargaining agreement allows this for some forms but is silent on others.)
2. reward teachers on the basis of performance. (The bargaining agreement is silent on this issue.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement is silent on the former and bars the latter.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
5. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement bars this practice.)
6. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (The bargaining agreement requires school leaders to consider seniority on all three of the indicators directly addressing teacher transfers.)
7. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is unclear on this issue.)

### **In addition, the board should amend provisions that:**

8. allow classroom teachers to miss instructional time in order to attend union activities.

\* The data examined in this report come from the National Council on Teacher Quality (NCTQ) database, "Teacher Roles, Rules and Rights." All data were culled from the NCTQ database in November 2007. In states that permit collective bargaining, NCTQ examined collective bargaining agreements, with the exception of Jordan School District in Utah, which does not have a bargaining agreement. In states where collective bargaining is either illegal or otherwise not practiced, NCTQ examined school board policies. Where a provision in state law precludes the possibility of a collective bargaining agreement or school board policy addressing a certain component in our study, we excluded it from our analysis, marking the component "N/A." Find a more detailed explanation of this report's methodology starting on page 14.

† This indicator refers to the right of school leaders to outsource school operations to nonunion workers. NCTQ uses the term "subcontracting" in its database, which we retain here in the interest of consistency.