

# Miami-Dade County Public Schools (FL)

**GPA: 1.58**

**Rank: 38th place out of 50**

*Document Examined: Collective bargaining agreement, 2006 – 2009\**

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

## 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. Miami-Dade County'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: 1.58 (38th place out of 50)

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

Miami-Dade County receives a disappointing Restrictive rating for its 1.58 GPA, ranking thirty-eighth among the fifty districts studied—and seventh among the nine Florida districts examined here. Although the district qualifies among the top ten in the Compensation category, it also earns the worst score of all districts in this study in the Work Rules category.

## Compensation: B- (76th 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.

Miami-Dade's bargaining agreement allows schools to raise starting teacher salaries based on previous experience teaching in a private school or college, or working in a subject-related profession, but limits how much they may pay, dropping the district's grade for this component to a B. The contract also allows schools to reward teachers in high-needs schools and in shortage subjects, but is unclear on whether they may reward teachers on the basis of performance.

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

## Personnel Policies: C (59th percentile)

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

Miami-Dade's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations, although the district reported to NCTQ that this practice is permissible when evaluating tenured teachers, giving the district a C+ for that component. It is also silent on whether, during layoffs, school leaders may retain an outstanding young teacher over one with greater seniority. The contract loses points for mandating that internal job applicants be given priority over new hires for vacant positions, and for requiring school leaders to choose the most junior teacher in a certification area if transfers are necessary. It partially redeems itself by barring transferring teachers from "bumping" less senior teachers from their jobs. Tenure rules in Miami-Dade County, 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: F (last place)

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

Miami-Dade receives the worst grade of the study in this category, with an F for each of the four components. Its bargaining agreement requires schools to give teachers salary credit and/or stipends for professional development activities outside the scheduled workday; bars school leaders from subcontracting school operations to nonunion workers; caps faculty meetings at one hour; requires time at faculty meetings to be allotted to union matters; and mandates leave for teachers to attend union activities.

## Conclusion

Miami-Dade County provides some flexibility for its school leaders with respect to teacher compensation but very little in other areas. The district's policies with respect to work rules are particularly confining. To better equip its school leaders with the flexibility they need to manage their schools effectively, the School Board of Miami-Dade County should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. reward teachers on the basis of performance. (The bargaining agreement is unclear on this issue.)
2. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
3. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
4. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, the bargaining agreement requires school leaders to consider seniority on two and grants them flexibility on one.)
5. subcontract (i.e., outsource) certain school operations. (The bargaining agreement bars this practice.)

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

6. mandate that teachers be given salary credit and/or stipends for professional development activities outside the scheduled workday.
7. cap the time allowed for faculty meetings and require that time at faculty meetings be allotted to union matters. (While long meetings are not necessarily preferable, principals should have some discretion.)
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.