

Palm Beach County School District (FL)

GPA: 1.93

Rank: 16th place out of 50
(tied with Long Beach and Pinellas County)

*Document Examined: Collective bargaining agreement, July 1, 2005 – June 30, 2008**

HIGHLY FLEXIBLE
FLEXIBLE
SOMEWHAT FLEXIBLE
SOMEWHAT RESTRICTIVE
RESTRICTIVE
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. Palm Beach 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: 1.93 (16th place out of 50—tied with Long Beach and Pinellas County)

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

Palm Beach County receives a disappointing Somewhat Restrictive rating for its 1.93 GPA, ranking sixteenth among the fifty districts studied—and second behind Hillsborough County among the nine Florida districts examined here. Notably, Palm Beach earns the second highest score of all districts for the Compensation category. Its dismal score for Work Rules, however, substantially lowers its overall ranking.

Compensation: B (90th 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.

Palm Beach County's score in this category is the third best of all districts studied. Its contract 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, though it puts a ceiling on the salary boost that new hires may receive. The contract also allows schools to reward teachers on the basis of performance, for teaching in high-needs schools, and for teaching shortage subjects, though it identifies opportunities for extra pay in only one of four subjects examined.

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

Personnel Policies: C- (53rd percentile)

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

Palm Beach County's bargaining agreement is silent on whether school leaders may factor student performance, including test scores, into teacher evaluations, but the district reported to NCTQ that in practice they may do so for tenured teachers, giving the district a C+ for that component. The contract is silent on whether school leaders may retain an outstanding young teacher over one with greater seniority during layoffs. On transfers, the record is mixed. The bargaining agreement is silent on whether internal job applicants must be given priority over new hires for vacant positions and on whether transferring teachers may "bump" less senior teachers from their jobs, though the district reported to NCTQ that bumping is allowed in practice. The bargaining agreement does, however, require schools to transfer the most junior teacher in a certification area if transfers are necessary. All told, Palm Beach receives an F for the Transfers component. Tenure rules in Palm Beach 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: D- (29th percentile)

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

Palm Beach's contract receives two Fs in this category for requiring schools to give teachers stipends for professional development activities outside the scheduled workday and to grant teachers leave to attend union activities. The agreement also imposes a cap on the length of faculty meetings, but is silent on whether time at faculty meetings must be made available for union matters. It is silent on whether school leaders may subcontract school operations to nonunion workers.

Conclusion

Palm Beach County provides substantial flexibility for its school leaders with regard to teacher compensation, but relatively little in the other categories. To better equip its school leaders with the authority they need to manage their schools effectively, the School Board of Palm Beach County should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this issue.)
2. base decisions regarding teacher layoffs on individual merit and performance rather than seniority. (The bargaining agreement is silent on this issue.)
3. 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 one and is silent on two.)
4. subcontract (i.e., outsource) certain school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

5. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
6. cap the time allowed for faculty meetings. (While long meetings are not necessarily preferable, principals should have some discretion.)
7. 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.