No Contractual Obligation to Improve Education:

Examining school superintendent contracts in North Carolina

Robert Maranto
Julie Trivitt
Malachi Nichols
Angela Watson

“There was nothing to prevent an individual local school board from lifting its standards above those of the rest of the state, but scant incentive to do so given that its schools might face sanctions for not meeting the higher standards.”

Maeroff (2010, 13)

The model of change underlying No Child Left Behind predicts that transparency will spotlight effective educational practices, encouraging less effective public schools and school systems to copy their more successful peers (Maranto & McShane 2012). In reality, accountability oriented reforms have brought modest change. Explanations for this include highly restrictive contracts negotiated by teachers unions (Moe 2011), cumbersome central offices (Levenson 2012; Nadelstern 2013), and even organizational ideologies of failure (Payne 2008). We argue that an often overlooked factor key to understanding limitations on school improvement are matters of school governance, particularly the behavior of the elected politicians on school boards in selecting superintendents and holding those superintendents accountable. Quantitative and qualitative evidence suggests that elected leaders fail to hold police commissioners accountable for crime rates; likewise some qualitative research indicates that school boards fail to hold superintendents accountable for academic outcomes (Maranto & Wolf 2013). If school board elections are decided based on non-academic issues, as indeed a substantial qualitative and quantitative literature indicates (Howell 2005; Polka & Litchka 2008; Spencer 2013; Deckman 2004; Maeroff 2010), then school boards will be unlikely to use academic criteria to hire, evaluate, and terminate school superintendents

As the principal-agent literature shows (Knott & Miller 1987; Baker 1992), contracts set expectations for agent productivity and signal what principals value; thus if school boards value academic performance, we should find academic criteria listed in the contracts agreed upon by
school boards (principals)¹ and superintendents (their agents). We will examine the universe of 2013-14 superintendent contracts in North Carolina (n=115). North Carolina offers an interesting test case since the state pioneered school accountability systems, and also has had a substantial charter school presence since the mid-1990s (Lewis 2013). Hypothetically, these should offer school systems both accountability and market oriented incentives for academic improvement. North Carolina also offers a convenience sample, with contracts readily available online (http://www.wral.com/superintendent-contracts/12781439/).

We find that only nine of 115 North Carolina school districts have academic goals in their superintendent contracts. There is no evidence that the tendency to have academic goals is associated with local charter school market share, nor with academic performance, though given the lack of variance in the dependent variable, we can have little confidence in tests performed. Further, we examined model superintendent contracts offered on the web sites of school board associations in 20 states. None of these model contracts offer examples of academic goal setting.

In short, even as Americans generally believe public schools under-perform academically, we find little evidence that academic performance is mentioned in superintendent contracts. In the discussion, we offer explanations for this seeming paradox using three literatures taken from political science, as well as participant observation from the lead author, who serves on a school board.

**Mixed Results from Three Decades of Structural Reform**

American public schools have always faced reform, yet traditional reform efforts for the most part meant enlarging and bureaucratizing what elites and the public perceived as essentially successful public school systems (Tyack & Cuban 1995; Hess 2010). As David Labaree (2003) shows, influential education reformers of the late 19th and 20th centuries were by and large “administrative progressives” who focused on enlarging schools and school systems, bureaucratizing organizational structure and procedures, and developing more enhanced divisions of labor (including new professions with their own distinct certification systems). In contrast, child centered progressives who sought to individualize schools and reform instructional practices had influence within schools of education, but very little impact on public school operations.

Since at least the release of the Nation at Risk report in 1983 American public schools have faced political pressure to adopt structural reforms including transparency of academic results through reporting of student achievement data by subgroup, as well as increased parental choice. Public and elite support for these structural reforms came from a variety of sources including

---

¹ To clarify, throughout this paper we use principal to designate the superior in a primarily dyadic relationship; we do not generally refer to school principals.
transparency regarding increased spending and stagnant National Assessment of Education Progress (NAEP) results, as well as increased elite knowledge regarding how American public schools perform academically relative to schools in Europe and Japan and to American private schools (Maranto & McShane 2012).

In response to reform pressures, educational leaders and traditional educational organizations like teachers unions and school board and school administrator associations pressed for more resources generally and in particular more resources for teacher professional development and for pre-school; thus traditional, within system reformers assumed that public education systems already work well, but simply need more teacher education and more years of schooling for children. More inputs in terms of time would presumably yield greater outcomes, though in fact research on the effectiveness of more years of schooling lacks clear and consistent results (Fuller 2007; Finn 2009; Maranto & McShane 2012), as does research on the effects of professional development, which teachers and school leaders by and large consider ineffective (Levine, 2005; Hanushek & Lindseth 2009).

In contrast, structural reforms are preferred by political elites and reform intellectuals from outside of traditional education issue networks. Market oriented reformers press for increased school choice in the form of vouchers for use at private schools, public charter schools or other public school choice options. The possibility of closure should parents move their children elsewhere incentivizes schools of choice to please parents; this should encourage at least some level of academic quality. Notably, charter schools can be closed both by parental choice and also by public authorities, should they be seen as violating their charter or as performing inadequately (Chubb & Moe 1990; Nathan 1996; Finn 2009). Currently, about a tenth of American public school children are served by charter schools, homeschooling, or vouchers to private schools while even more are the beneficiaries of school choice through formal and informal programs within traditional public school systems or via housing markets. Each form of school choice has grown rapidly in recent years (Egalite & Wolf, Forthcoming). In some locales, particularly where school funding follows parental enrollment decisions, school choice has incentivized traditional public schools to compete with charter schools or even vouchers (Maranto, Milliman, Hess & Gresham 2001; Hess 2001; Buck & Maranto 2011).

In addition to, and sometimes in contrast to market oriented reformers, accountability focused reformers favor curricular reform to assure that teachers cover desired material (e.g., Hirsch 2009). In part, the development of Common Core reflects this reform current, though Common Core primarily seeks to assure economic growth and class mobility rather than the civic education and appreciation of the liberal arts that Hirsch and certain other curricular reformers (e.g., Maranto, 2015) prefer. Curricular reformers favor testing and accountability mechanisms to drive school improvement. No Child Left Behind forced public schools for the first time to report measured student academic achievement broken down by “subgroups” delineated by ethnic, income, or special education status. State accountability designations such as excelling or needing improvement were based on these academic results, meaning that for the first time
“successful” schools which had failed to adequately teach certain subgroups might be labelled as failing. They might face public embarrassment, with potential administrative sanctions. At the very least such designations might harm upward mobility for school administrators, incentivizing them over the long term to target resources to disadvantaged children (Maranto & McShane 2012). In practice, whether such targeted help for low performing children within school districts has actually occurred is uncertain; indeed some qualitative and quantitative research indicates it has not (Levenson 2012; Roza 2010).

Further, the NCLB regime produced data which, at least in theory, enabled school districts to expand effective practices and curtail less effective ones. Data may make it more difficult politically to defend ineffective school leaders and punish highly effective ones. Practitioners associated with high poverty/high achievement charter school networks have written popular manuals for teachers and school administrators detailing how to use data systems to improve instruction (e.g., Lemov 2010; Bambrick-Santoyo 2012). Even the National Education Association, traditionally critical of measuring student learning due to its potential for rewarding or punishing teachers based on their teaching effectiveness, has acknowledged this as a possible benefit of NCLB and issued publications urging its members to use data to improve instruction (e.g., Blankstein 2010).

Explanations for Limited Success

Despite these promising developments, actual academic improvements under the NCLB regime have been modest, as even its supporters admit (Kress, Zechmann & Schmitten 2011; Maranto & McShane 2012). Various reasons for this have been proposed. Defenders of existing public school systems argue that American public schools already perform as well as possible given increased student poverty and diversity (e.g., Ravitch 2010; Glass 2008). In fact, empirical investigations find that with the notable exception of the percentage of English Language Learners, measures of student disadvantage have actually shown stability or improvement since the 1960s, with family size and rates of cognitive challenge showing particularly large declines (Greene 2005). Further, when controlling for inflation per pupil spending has risen substantially, or at least had until 2010 (Hess & Osberg 2010).

In sharp contrast to defenders of existing public school systems, structural reformers have blamed three primary causes for stagnant academic achievement. Moe (2011) makes an empirical case that highly restrictive union contracts undermine the ability of school administrators to hire, manage, and properly discipline teachers; thereby making academic

2This is not hypothetical. It is common for central office bureaucrats to transfer or demote highly effective school leaders, who may not be seen as team players and may embarrass peers (Nadelstern 2013; Mathews 2009, 200-07; Paige 2006). The lead author has identified several such cases in fieldwork.
improvements difficult or impossible. (See also Strunk 2014). While teachers unions have more power over personnel rules in big city school districts which operate under collective bargaining agreements, Moe finds evidence that even in conservative rural areas teachers unions influence school boards, and can thus achieve some of their aims. Further, teachers unions work with state education authorities and schools of education to assure that teacher certification rules lack rigor, while at the same time forcing school districts to hire certified teachers educated at schools of education. Stotsky (2015) also develops this theme, making the case that much of Massachusetts’ educational success reflects reform of teacher certification to assure the state’s teachers have considerable subject matter knowledge.

Second, some critics of traditional public schooling see district level administration as a key limiting factor holding back educational improvement. Cumbersome central office bureaucracies centralize policy and personnel. They thus limit the ability of principals to select (and “deselect”) school staff and determine school resource allocations and curricula in ways best suiting the local needs of students. Further, in very narrowly defining the powers of principals, central offices have over time made the principalship a post most attractive to weak leaders who want additional pay and status but no additional responsibility; indeed this has been a theme of school system critics since the early 1900s.³ Notably, where innovative system level leaders have weakened central offices and hired capable principals willing and able to use power, significant educational improvements have resulted in locales as diverse at Arlington (MA) (Levenson 2012), Edmonton, Houston (Ouchi 2011), and New York (Nadelstern 2013). Parenthetically, in Arlington additional educational improvements were stymied once new elections brought less supportive school board members to power.

Third, Payne (2008) argues that particularly in high poverty schools, over time staff may embrace ideologies positing student academic failure as inevitable; thus offering little incentive to attempt improvements. Often such beliefs reflect staff cynicism resulting from past efforts at reform which were announced to burnish the reputations of short term superintendents, but never implemented by schools, leaving teachers and school leaders apt to ignore reform initiatives and instead guard their autonomy, often with assistance from teachers unions, administrator associations, and informal networks within school systems (Hess 1999). Downs (1967) and more recently Maranto and Wolf (2013) argue that ideologies that individual or even school level efficacy is impossible hold particular attraction for employees who wish to maximize security rather than achievement or income. Experimental simulations (Bowen, Buck, Deck, Mills & Shuls 2013) indicate that undergraduate education majors are less willing to accept risk than other college students; thus we might expect educators on average to favor predictable personnel practices based on years of service or the attainment of degrees rather than less predictable personnel schemes based on student performance. Accordingly, a broader ideological critique

³ See Rousmaniere (2013). In addition, see Bel Kaufman’s classic novel inspired by her years teaching in New York City public schools, Up the Down Staircase.
might posit that schools of education generally, in both their teacher training and leadership programs, embrace the belief that schools can do little to improve student academic performance. This critique is often leveled by those on the pedagogical if not the political right (e.g., Hirsch 1996; Stotsky 2015), but also acknowledged by more conventional education intellectuals who indeed fail to see this as problematic since schools have goals more important than mere academic achievement (e.g., Glass 2008). In his summary and critique of educational leadership theories generally, Lynch (2012) shows that of ten prominent models of educational leadership, only one (“instructional leadership”) focuses on student academic achievement. Instructional leadership is the only leadership philosophy which, when implemented, brings improvements in measured student academic achievement, though other models may improve employee morale.

School Boards and Superintendents

We do not discount the above explanations for the limited success of school reform. Rather, we argue that just as Congress is the keystone of the Washington establishment due to its formal, constitutional power over policy and since members are held accountable by elections (Fiorina 1977), school boards are the keystone of American public education. Borrowing from the city manager literature, the interaction between elected school board members and the school superintendents they appoint can be considered an “apex” where the “political will flows into and energizes the administrative systems” and where “there is closeness between the two types of officials, extensive exchange, and mutual impact, although there is also variation in these characteristics related to governmental structure, culture, nature of leadership, and individual and community characteristics” (Mouritzen & Svara 2002, 8). Like congress members and city councils, school boards, which are usually elected, ultimately set policy for school districts. Most importantly, school boards select superintendents and typically approve other administrators (Maeroff, 2010). As Hochschild (2005, 324-25) puts it, school boards have the formal power to hire and fire superintendents, set budgets and (subject to public approval) increase or reduce taxes, set the terms of employment (often through negotiations with unions), explain and legitimate the system to constituencies, implement laws creatively (or not), award contracts, approve bonuses, bestow awards, direct superintendents and others to adopt policies and programs, protect or attack reformers within school systems, and even charter alternative schools. In short, school boards have considerable power, which they may choose to exercise in matters real or symbolic. On whose behalf do school boards act, and who acts on their behalf? How do those actions give clues as to school board goals?

Fundamentally, the relationships between voters, school board members, and school superintendents can be conceptualized as resembling the principal-agent relationships in business

———

4 Hochschild does not mention awards, but as a school board member the lead author can attest that awarding takes considerable time and has much symbolic importance.
described in the economics literature. In corporations stock holders or corporate board members are owners (principals), with corporate chief executive officers as their agents. Of course such relationships are fraught with moral hazard, in particular due to information asymmetries with CEOs typically holding more knowledge and expertise than the boards they report to, and boards holding more information and expertise that the stockholders they report to (e.g., Fama 1980; Baker 1992). Similarly, the public administration literature treats political leaders or even voters as principals and experts within executive branch bureaucracies as agents (e.g., Moe 1984, 1985; Knott & Miller 1987). Here, we conceptualize school boards as principals and school superintendents as agents.

Contracts codify the relationships between principals and agents, signaling what matters to principals, who ultimately can continue or end the agents’ employment. A vast literature addresses these contractual relationships. As Baker (1992) points out, risk averse agents may attempt to game contracts to obscure attempts to measure their effectiveness; indeed while not using the language of principal-agent theory, this has been a theme of public administration theory for decades (e.g., Downs 1967). Again, such behavior may be encouraged by an information asymmetry with expert agents such as school superintendents knowing more than their relatively amateur school board principals (Knott & Miller 1987). Still, contracts signal priorities, having the potential to assure more than minimal levels of effort by specifying relatively clear objectives (Baker 1992; Moe 1984). As Holstrom (1979) posits, even if highly noisy, information has the potential to have a positive value if included in a contract. Through contractual provisions both principals and agents signal what criteria to use in evaluation. Contracts are likely to be built from prior contracts, since future principals and agents may use existing contracts as time saving heuristics; thus current contracts influence future contracts and thereby current principals and agents may influence their replacements. An important theme of the contract literature nested within the broader literature on principal-agent relationships is that one may view contracting as an iterative process, with low levels of constant monitoring by principals using diverse information sources encouraging contract fidelity on the part of agents (Baker 1992; Holstrom 1979). Similar dynamics characterize the public budgeting literature, which for a half century has described how principals such as legislatures or high level political appointees interpret budget proposals from subordinate agents in part by relying on long term relationships with those agents making budgeting an iterative game, and in part by focusing analytic resources (attention) on greater than incremental or decremental changes in baseline budgets (Downs 1967; Wildavsky 1964).

A theme arising in recent work on school boards is that in part by selecting the right leadership, school boards can influence academic success. A series of case studies lends support for this view (e.g., Chenoweth 2007, 2009). Similarly, empirical work from North Carolina finds that while demographic characteristics explain most district level differences in student achievement, a one standard deviation difference in school effectiveness corresponds to a roughly tenth of a standard deviation difference in student learning. Further, while district performance is generally
stable, some school districts have shown significant increases or decreases in student performance as measured by test scores (Chingos, Whitehurst & Gallahar 2015). Regarding the impacts of school boards in particular, a series of recent studies including Grissom (2014), and Ford and Ihrke (2015a,b) suggest that united school boards are associated with greater academic achievement. Perhaps most extensively, the Lighthouse studies from Iowa and related work find that united school boards which prioritize academic achievement over time preside over school districts which enjoy greater academic success (Alsbury 2015; Delagardelle 2015). To accomplish this, Alsbury (2015) recommends a “balanced governance” approach in which school boards specify academic goals while allowing school professionals the leeway to achieve those goals, subject to occasional board monitoring of progress (“informed oversight”) and frequent board emphasis on the “urgency” of improving teaching and learning. In this way Alsbury argues that school boards can avoid the extremes of uninformed delegation and micromanagement.

Over time, Alsbury (2015), Walser (2009), and others suggest that board policies can shape school culture in ways that improve student learning. Along these lines Shelton (2015) reports Kentucky findings that united school boards with good relationships with their superintendents, and which spend considerable time monitoring student achievement have the best academic results. Unfortunately, traditionally many school boards have focused on fiscal and procedural matters to the near exclusion of student learning; thus board norms “have drawn school boards away from the very behaviors that are likely to have the greatest impact on student achievement” (Shelton 2015, 34). Citing research from Washington state, Gore and Nyland (2015) echo these points, and suggest that school boards evaluate superintendents using transparent, measurable goals, though these goals may arise incrementally over the course of annual evaluations. Again, this accords with principal-agent approaches to monitoring.

Clearly some school boards have prioritized academic achievement: how can we gauge the frequency of this behavior? Rational choice institutionalism assumes that individuals have fixed, exogenous preferences they pursue rationally, yet as normative institutionalists point out, both elected politicians (principals) and the professionals (agents) they employ in government may be equally motivated by norms (March & Olsen 1995). Such norms govern contractual relationships between elected boards and their superintendents; hence rather than presume that boards and superintendents pursue academic goals, we propose an inductive approach, studying what goals school boards seek to pursue in their contracts with superintendents rather than assuming academic (or any other particular) goals. Accordingly, we will consult those contracts to better understand whether academic achievement is a key value to the theoretical principals in the relationships, school boards, which employ school superintendents as their agents.

---

5 This is an example of what Behn (2001, 11) calls the “accountability dilemma” in which accountability for finances, fairness and openness drives out accountability for performance (see also Anechiarico & Jacobs 1996).
6 This is hardly novel. Brouillette (1996) cites the example of a superintendent in the 1970s who evaluated his subordinates using quantitative goals, and likewise was evaluated by his board.
7 In a different context Krasner (1978) uses an inductive analytic strategy to pursue the goals of foreign policy decision-makers.
Hypotheses

The above discussions suggest that given the importance of contracts in specifying expectations between school board members and the superintendents they employ, and the degree to which academic achievement has dominated the national education agenda since the Nation at Risk Report, superintendent contracts should include significant language regarding academic achievement. Accordingly, we will test:

H1. Contracts between school boards and school superintendents will typically include language specifying or at least mentioning academic goals.

The degree to which school superintendent contracts reflect academic goals may be influenced by competition from charter schools. Both case studies and quantitative analyses suggest that charter schools are typically founded for fundamentally academic reasons. Further, there is some evidence that once charter schools appear, local district schools attempt to compete with them, particularly where public funding quickly follows student enrollment decisions (Nathan 1996; Kayes & Maranto, 2006; Finn, Manno & Vanourek 2001; Maranto, Milliman, Hess & Gresham 2001). Accordingly we propose to test:

H2. School districts facing competition from charter schools (i.e., with charters located inside district boundaries) will be more apt to mention academic goals in superintendent contracts.

In addition, while sanctions of schools in need of improvement in the NCLB regime have been modest, as discussed above, they have stimulated some efforts at school improvement (Hess & Finn 2004). Accordingly, we suspect that school boards overseeing schools needing improvement would likely add contract provisions specifying academic improvement; thus:

H3. School districts with lower academic performance as measured by state accountability metrics will be more apt to include academic goals in superintendent contracts.

Of course the relationship hypothesized in H3 could be dynamic. We propose that relatively poor school academic performance will prompt some school boards to add academic performance provisions to superintendent contracts: this in turn could improve academics over the long run. We suspect that student academic achievement is a lagging indicator of school improvement; thus H3 posits the most logical short term relationship.

Finally, though we currently lack the data to test this hypothesis, we suspect that charter schools are more likely than traditional public schools to include academic goals in superintendent (or CEO) contracts, given the tendency of charters to have been founded by those seeking a greater focus on academic achievement.
Data and Methods

Our sample of North Carolina superintendent contracts (n=115) was collected from an online source (http://www.wral.com/superintendent-contracts/12781439/) developed by investigative reporters (WRAL.com, 2013). This database was built to spotlight superintendents’ salaries, bonuses and perks. Two coders recorded whether superintendent contracts mention academic achievement or attainment, and if so, whether contracts list specific academic goals. The researchers also collected information on contract length, total salary, and amount of bonuses, among other information. Our dependent variables of interest, Academic Goals and its counterpart Superintendent Goals, were also created through this process.

Due to the subjective nature of these binary variables, the following protocol was taken. For Academic Goals, the contract was classified as having academic goals if it explicitly has a quantifiable academic goal or included academic goal verbiage in the superintendent’s contract. For example, one contract included the phrase: “…satisfactory [GIC] meeting goals for quantifiable student academic outcomes.” 8 Another included “A minimum of 10% decrease in drop-out rate.” 9 If a contract coding discrepancy occurred, the two coders met and discussed the coding. A third coder was only brought in if the coders did not agree after meeting.

The Superintendent Goals were coded in like fashion. The protocol for classifying a contract as including as superintendent goal, was that the contract had to specify that the superintendent has the ability to create his or her own goals, independent of the school board. The rationale for this is that a superintendent should be aware that his or her responsibilities include the academic performances of the students.

Table 1, displays the characteristics of the 115 contracts. We find that only nine of the 115 contracts have any academic goals. This creates little variability in our dependent variable and is consistent with the literature suggesting superintendent contracts will not include academic goals (Shelton 2015). The low number of contracts with goals further substantiates that the superintendent’s job security mainly rests in working collegially with the school board. Additionally, only nine contracts are found to have superintendent goals. It should be noted that Academic Goals and Superintendent Goals are not sufficient conditions.

---

8 This information was taken from the Jones County School System’s superintendent contract and can be found on page 10 on the contract under Evaluation of Superintendent and Merit Pay.
9 This information was taken from the Halifax Count School System’s superintendent contract and be found on page 3 of the contract under section III. Compensation part C.
As part of the recording process, the superintendent’s gender and education level by way of Ph.D. was coded. Table 2 shows the known characteristics of our superintendents. We can see that over 80% of our sample is men and just above 60% of our sample has a Ph.D. The gender was determined using the superintendent’s first names and then checked using a web search for picture identification.

Table 2: Superintendent Characteristics

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
<th>% of Sample</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>97</td>
<td>84.3%</td>
</tr>
<tr>
<td>Female</td>
<td>18</td>
<td>15.7%</td>
</tr>
<tr>
<td>Total</td>
<td>115</td>
<td></td>
</tr>
<tr>
<td>Doctor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ph.D.</td>
<td>70</td>
<td>60.9%</td>
</tr>
<tr>
<td>No Ph.D.</td>
<td>45</td>
<td>39.1%</td>
</tr>
<tr>
<td>Total</td>
<td>115</td>
<td></td>
</tr>
</tbody>
</table>

Notes: The superintendent was coded for a Ph.D. even if they had an Ed.D.

Table 3 shows the distribution of academic years in which the contracts were signed. In North Carolina the maximum contract length is four years, but the norm here as in most states is for boards to extend contracts; thus we use the date of the initial contract signing to measure longevity. Contract extensions ranged from one year to four years, without a limit on the number of extensions. Over 70% of the contracts were signed between 2009-2010 and 2012-2013. This could be a cause or a consequence of the relatively high turn-over of superintendents within districts. On the other hand, this data roughly accords with national findings that superintendents serve a mean of 4.15 years in districts with 25,000 or more students, 6.03 years in districts with under 5,000 students, and 5.24 years in medium sized districts (Polka & Litchka 2008, 22).
Charter Market Share

To obtain charter market share values, average daily membership (ADM) for charter schools\textsuperscript{10} and public districts was gathered from the Public Schools of North Carolina at the Local Education Agency (LEA) or district level for academic years 2003-04 through 2014-15.\textsuperscript{11} The charter market share value was then calculated as the percentage of charter students relative to public school students in the district (charter and LEA students combined). The higher the charter market share the more competitive pressure the public school is likely to perceive.

Table 4 shows some descriptive statistics of charter market share found in the 115 districts. The mean charter market share percentage is 2\%, ranging from 0\% to 19\%. This is roughly in accord with the near 5\% charter market share nationally (Egalite & Wolf, forthcoming).

Since all districts did not hire new superintendents in the same year, the charter market share used for analysis is the market share value of the year in which the contract was signed. For instance, if a superintendent’s contract was signed June of 2012, the charter market share used was that for academic year 2011-12. Three contracts were signed in 2000 and one in 2003, so the market share values for 2004 were used as a proxy. We also had two contracts signed in 2016, therefore 2015 ADM numbers were used a proxy for those districts.

\begin{table}[h]
\centering
\begin{tabular}{ccc}
\hline
Year & Count & % of Sample \\
\hline
1999-2000 & 3 & 2.6\% \\
2002-2003 & 1 & 0.9\% \\
2003-2004 & 1 & 0.9\% \\
2004-2005 & 1 & 0.9\% \\
2005-2006 & 3 & 2.6\% \\
2006-2007 & 4 & 3.5\% \\
2007-2008 & 6 & 5.2\% \\
2008-2009 & 7 & 6.1\% \\
2009-2010 & 15 & 13.0\% \\
2010-2011 & 21 & 18.3\% \\
2011-2012 & 29 & 25.2\% \\
2012-2013 & 20 & 17.4\% \\
2013-2014 & 1 & 0.9\% \\
2014-2015 & 1 & 0.9\% \\
2015-2016 & 2 & 1.7\% \\
\hline
Total & 115 & 100.0\% \\
\hline
\end{tabular}
\caption{Year of Contract Signing}
\end{table}

\textsuperscript{10} These numbers exclude virtual schools

\textsuperscript{11} http://apps.schools.nc.gov/pls/apex/f?p=1:1:0::NO
**Academic Performance**

The academic performance of each district was gathered directly from the Public Schools of North Carolina.\(^{12}\) The percentage of students proficient for their grade level in 2014-15 were chosen as a proxy for the academic performance in the year in which the contracts were signed because we believe the two performance measures to be correlated. The grade level proficiency percentages were calculated at the district level for 3rd-8th grade students who scored at a level of 3, 4, or 5 in their state End-of-Grade (EOG) assessments in Math, Reading, and Science.

From Table 4, we find proficiency percentages ranging from 76% proficient to 26% proficient, with a mean of 53%. We would expect schools with less proficiency to have more competition due to increased demand from disappointed constituents, which may appear as a negative correlation between proficiency and charter market share. But to the degree that competitive pressure improves local schools we could expect to see a positive correlation. We see no evidence of a relationship between proficiency and charter market share, shown in Table 5. It could be that neither of the previous relationships exists or that our charter market share variable imperfectly measures competition. It is also possible that the proficiency standards are so lofty that a mean proficiency of 53% is adequate.

<table>
<thead>
<tr>
<th>Category</th>
<th>Mean</th>
<th>Std. Dev.</th>
<th>Min</th>
<th>Max</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charter ADM (Students)</td>
<td>344.57</td>
<td>1004.23</td>
<td>0</td>
<td>8281</td>
<td>115</td>
</tr>
<tr>
<td>Public School ADM (Students)</td>
<td>12361.5</td>
<td>20846.4</td>
<td>570</td>
<td>149127</td>
<td>115</td>
</tr>
<tr>
<td>Total ADM (Students)</td>
<td>12706.1</td>
<td>21734.1</td>
<td>570</td>
<td>154925</td>
<td>115</td>
</tr>
<tr>
<td>Charter Market Share (Percentage)</td>
<td>0.02</td>
<td>0.03</td>
<td>0</td>
<td>0.19</td>
<td>115</td>
</tr>
<tr>
<td>Total Salary</td>
<td>$155,212.00</td>
<td>$37,232.10</td>
<td>$96,000.00</td>
<td>$288,000.00</td>
<td>115</td>
</tr>
<tr>
<td>Possible Bonus</td>
<td>$2,237.39</td>
<td>$4,628.95</td>
<td>$0.00</td>
<td>$28,800.00</td>
<td>155</td>
</tr>
<tr>
<td>Pay-per Student</td>
<td>$34.26</td>
<td>$34.03</td>
<td>$1.83</td>
<td>$205.80</td>
<td>115</td>
</tr>
<tr>
<td>Length of Contract (Years)</td>
<td>5.04</td>
<td>2.83</td>
<td>0.25</td>
<td>17</td>
<td>115</td>
</tr>
<tr>
<td>Proficiency Level (Percentage)</td>
<td>0.53</td>
<td>0.09</td>
<td>0.26</td>
<td>0.76</td>
<td>115</td>
</tr>
</tbody>
</table>

Notes: The Charter ADM excludes virtual charters

\(^{12}\) [http://www.ncpublicschools.org/src/](http://www.ncpublicschools.org/src/)
Table 5: Correlations

<table>
<thead>
<tr>
<th>Variable</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>13</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Academic Goals</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Super. Goals</td>
<td>0.2767**</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Charter ADM</td>
<td>-0.0288</td>
<td>-0.02</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Public ADM</td>
<td>-0.1012</td>
<td>-0.07</td>
<td>0.8786***</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Total ADM</td>
<td>-0.0984</td>
<td>-0.07</td>
<td>0.889***</td>
<td>0.9998***</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Market Share</td>
<td>0.014</td>
<td>-0.01</td>
<td>0.3141***</td>
<td>0.0795</td>
<td>0.0907</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. 15' Prof. Level</td>
<td>-0.0755</td>
<td>0.023</td>
<td>0.1025</td>
<td>0.1335</td>
<td>0.1328</td>
<td>-0.048</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Total Salary</td>
<td>-0.1247</td>
<td>-0.07</td>
<td>0.558***</td>
<td>0.7438***</td>
<td>0.7392***</td>
<td>-0.01</td>
<td>0.095</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Pay Per Student</td>
<td>0.0984</td>
<td>0.144</td>
<td>-0.2419***</td>
<td>-0.3837***</td>
<td>-0.3792***</td>
<td>-0.041</td>
<td>-0.0994</td>
<td>-0.4687***</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Gender</td>
<td>-0.1418</td>
<td>-0.05</td>
<td>-0.0111</td>
<td>0.0129</td>
<td>0.0118</td>
<td>-0.102</td>
<td>-0.0391</td>
<td>-0.0186</td>
<td>0.0691</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Length of Contract</td>
<td>0.0771</td>
<td>-0.05</td>
<td>-0.053</td>
<td>-0.0104</td>
<td>-0.0124</td>
<td>-0.09</td>
<td>0.0257</td>
<td>0.073</td>
<td>0.0397</td>
<td>0.0034</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Bonus Amount</td>
<td>0.1325</td>
<td>0.363***</td>
<td>0.231*</td>
<td>0.2384*</td>
<td>0.0219</td>
<td>-0.2250*</td>
<td>0.1384</td>
<td>0.1041</td>
<td>-0.109</td>
<td>0.17</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Formal Credentials</td>
<td>0.0477</td>
<td>0.048</td>
<td>0.04</td>
<td>-0.0259</td>
<td>-0.023</td>
<td>0.0039</td>
<td>-0.058</td>
<td>-0.0894</td>
<td>0.0874</td>
<td>0.0796</td>
<td>0.133</td>
<td>0.08</td>
<td>-</td>
</tr>
<tr>
<td>14. Doctor</td>
<td>-0.0981</td>
<td>-0.03</td>
<td>0.1333</td>
<td>0.1115</td>
<td>0.1131</td>
<td>0.1455</td>
<td>0.0776</td>
<td>0.1716</td>
<td>-0.1609</td>
<td>-0.149</td>
<td>0.052</td>
<td>0.087</td>
<td>-0.019</td>
</tr>
</tbody>
</table>

Notes: *P<0.05; **P<0.01; ***P<0.001

Table 6 compares mean market share and mean student proficiency across our hypothetical dependent variables (academic goals, superintendent goals, and bonuses) using a t-test. We see that on market share, our two groups do not statistically differ in either category. Further, we find similar outcomes for proficiency levels except for the two groups with bonuses, who show a statistical difference.

Table 6: Diff. in Means for Market Share and Prof. Level

<table>
<thead>
<tr>
<th></th>
<th>Market Share</th>
<th>Proficiency Level</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Academic Goals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>with</td>
<td>0.023</td>
<td>0.507</td>
</tr>
<tr>
<td>without</td>
<td>0.021</td>
<td>0.535</td>
</tr>
<tr>
<td>diff</td>
<td>-0.002</td>
<td>-0.028</td>
</tr>
<tr>
<td><strong>Superintendent Goals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>with</td>
<td>0.021</td>
<td>0.541</td>
</tr>
<tr>
<td>without</td>
<td>0.022</td>
<td>0.532</td>
</tr>
<tr>
<td>diff</td>
<td>-0.001</td>
<td>0.009</td>
</tr>
<tr>
<td><strong>Bonus</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>with</td>
<td>0.022</td>
<td>0.502</td>
</tr>
<tr>
<td>without</td>
<td>0.021</td>
<td>0.544</td>
</tr>
<tr>
<td>diff</td>
<td>0.001</td>
<td>-0.042**</td>
</tr>
</tbody>
</table>

Notes: *P<0.05; **P<0.01; ***P<0.001

Methods

Our model was designed to answer two distinct hypotheses. H2 posits that school districts facing competition from charter schools (i.e., with higher charter market share inside district boundaries) become more apt to include academic goals in their superintendent contracts. H3
posits that schools districts with lower academic performance as measured by state accountability metrics are more apt to include academic goals in their superintendent contracts. Since inclusion of academic goals in a contract is a binary outcome, we use a binary choice model to test these hypotheses. We estimate the following probit model.

\[ Y_i = \beta_0 + \beta_1 MS_i + \beta_2 P_i + \beta_3 X_i + u_i \]  

(1)

Where \( Y_i \) is an indicator of whether or not the school i includes goals in the superintendent’s contract. MSi is the charter market share in school market i, P_i is the percentage of students at grade level proficiency or above in school district i, and \( X_i \) is a vector of school level controls. The quantitative control variables are length of contract, salary, pay-per student, bonus potential. The other control variables are gender, PH.D. credentials, year, and NC region indicator dummies. U is the idiosyncratic error term. Our hypotheses of interest involve \( \beta_1 \) and \( \beta_2 \). If schools are more likely to include academic goals in the contract with more charter competition \( \beta_1 \) should be positive and statistically significant. If schools are more likely to include contractual obligations for academic achievement when there is a larger need, \( \beta_2 \) will be negative and statistically significant.

Table 7 shows the results of our probit models. Columns 1 & 2 show the results when Academic Goals is the outcome of interest and Columns 3 & 4 show the results when Superintendent Goals is the outcome. Columns 1 & 3 only our variables of interest and the results in Columns 2 & 4 include all of the control variables. When Academic goals is the outcome, the coefficients of interest have the expected sign 3 out of 4 times, but none of them are statistically significant. When Superintendent goals is the outcome the coefficient has the opposite sign of what we would predict in every case and is not statistically significant in either equation. The marginal effects (MEA) are included at the bottom of Table 5, but the lack of statistically significant coefficient estimates means these should be interpreted with caution.
We see no empirical evidence of a relationship with contract provisions and academic proficiency or charter market share. This is not unexpected given the very small number of contracts that include any provisions for academic goals. It would be difficult to find results from a sample of this size. It is also possible that with a larger sample we still would not see statistically significant results with the imperfect measures of competition and academic achievement. And if we were to find any results, it is not clear they would be generalizable to the broader U.S. setting since we only evaluate contracts in one of 50 states.

**A Qualitative Analysis: What provisions are in North Carolina contracts?**

While analysis of the 115 North Carolina contracts is ongoing, we find that all contracts have clauses which spell out in varying degrees of detail superintendent duties, and salary and benefits terms in a Weberian bureaucratic manner. Almost all contracts include language regarding proper licensure, evaluation procedures, conflict of interest clauses and termination terms. Few mention curricular duties in any form, and only 9 of the 115 contracts include any mention of academic expectations. 28.7% (33 of 115) North Carolina contracts mention performance bonuses, with only contracts from Elkin City, Halifax, Jones, and Lincoln (4 of the 33, or 12.1% of those contracts with performance bonuses) linking performance bonuses to academic achievement. Those provisions are as follows:

**Elkins-City School District:**

“Performance supplement based on the performance of individual, school and district goals established jointly by the Board of Education and the Superintendent.”

---

**Table 7: Probit Model Results for Academic and Superintendent Goals**

<table>
<thead>
<tr>
<th>Variables</th>
<th>Academic Goals</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
<tr>
<td>Market Share</td>
<td>0.6981</td>
<td>-0.0002</td>
<td>-0.353</td>
<td>-0.0002</td>
</tr>
<tr>
<td>Proficiency</td>
<td>-1.2723</td>
<td>-4.0109</td>
<td>0.4557</td>
<td>0.3832</td>
</tr>
<tr>
<td>Super Characteristics</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract-Money</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract-Characteristics</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year Controls</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Region Controls</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constant</td>
<td>-0.7666</td>
<td>0.2665</td>
<td>-1.654</td>
<td>-2.839</td>
</tr>
<tr>
<td>N</td>
<td>115</td>
<td>115</td>
<td>115</td>
<td>115</td>
</tr>
<tr>
<td>Marginal Market Share Effect</td>
<td>0.1003</td>
<td>-0.00001</td>
<td>-0.0515</td>
<td>-0.0000387</td>
</tr>
<tr>
<td>Marginal Proficiency Effect</td>
<td>-0.1828</td>
<td>-0.33647</td>
<td>0.0665</td>
<td>0.0824</td>
</tr>
</tbody>
</table>

Notes: *P<0.05; **P<0.01; ***P<0.001; The marginal effects are marginal effects at the average (MEA).
“Criteria for determination of the performance bonus to be paid to the Superintendent shall include but not be limited to the following:

a. A minimum of 5% improvement in the system graduation rate;
b. A minimum of 10% improvement in the literacy and early grade (reading on grade level by end of grade 2, is measured by K-2 assessments);
c. Average daily attendance in excess of 95%;
d. A minimum of 5% increase in teacher attendance;
e. A minimum of 10% decrease in drop-out rate;
f. Documented increase in grants awarded to the school system;
g. Documented improvement in controls for system finances including timely completion of annual outside audits;
h. Accomplishment of such goals and objectives as may be established by the Board from time to time including those established prior to each school year for the ensuing year.

**Halifax School District:**

Accomplishment of any two of the above referred to criteria will result in a minimum bonus of $5,000.00. If three or more of the above criteria are achieved there will be a minimum bonus of $10,000.00. In addition to the above, the school Superintendent will be awarded a minimum $5,000.00 bonus for a district wide five point achievement increase and a minimum of $10,000.00 bonus for a district wide ten point achievement increase, said amounts to be paid out of the 420,000.00 herein allotted for bonus payments.

**Jones School District:**

“The superintendent may earn up to $8,000.00 for satisfactorily meeting goals for quantifiable student academic outcomes and up to five goals for measurable school system outcomes of products.”

**Lincoln School District:**

“The Superintendent shall be eligible for additional compensation in the form of incentive money, not to exceed $5,000.00 in any fiscal year, if the following performance goals are met:

1% of base salary if 70 to 79 percent of schools meet the expected growth.

2% of base salary if 80 to 89 percent of schools meet the expected growth.
3% of base salary if 90 to 100 percent of schools meet the expected growth.

The maximum for this incentive is 3% of base salary.

An additional 1% of base salary for each school that is rated School of Excellence, so long as the school met its growth goal.”

National Comparisons

To explore whether these (lack of) findings for academic goals in contracts is unique to North Carolina we collected the universe of superintendent contract templates from state school board associations which are posted online, an n of 20 states.

Reviewing 20 state sample contracts from the School Board Associations of Alabama, Alaska, Arkansas, California, Connecticut, Georgia, Idaho, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Texas, Washington, and West Virginia, we find that half of the sample contracts contained language holding the superintendent responsible for the “education program,” ”instruction,” “educational mission of the district,” “pupil and instructional staff,” “ and “educational function.” In Table 8 below, we list the frequency of common contract provisions:

<table>
<thead>
<tr>
<th>Common Contract Specifications, Clauses</th>
<th>% of Sample</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriate Licensure</td>
<td>100%</td>
</tr>
<tr>
<td>Duties: managerial, fiscal</td>
<td>100%</td>
</tr>
<tr>
<td>Duties: curricular</td>
<td>50%</td>
</tr>
<tr>
<td>Duties: academic goals</td>
<td>0%</td>
</tr>
<tr>
<td>Salary</td>
<td>100%</td>
</tr>
<tr>
<td>Performance Bonus</td>
<td>0%</td>
</tr>
<tr>
<td>Performance Bonus linked to academic goals</td>
<td>0%</td>
</tr>
<tr>
<td>Perks: vacation, insurance, etc.</td>
<td>100%</td>
</tr>
<tr>
<td>Evaluation by Board</td>
<td>100%</td>
</tr>
<tr>
<td>Termination/Resignation</td>
<td>100%</td>
</tr>
<tr>
<td>Conflict of Interest Clause</td>
<td>100%</td>
</tr>
</tbody>
</table>

Notes: N=20

Montana’s sample contract included this vague language, “Duties: the superintendent shall... organize ...the administrative supervisory staff relative to both instruction and business affairs as best serves the district...” which is more specific than most, since it mentions instruction as a concern.

Pennsylvania’s sample contract included specific language regarding educational responsibilities but nothing about educational achievement, attainment, or goals.
“The superintendents shall have responsibility for ensuring that district students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.” “Providing for appropriate methods of teaching, supervision and administration in the schools as she deems necessary...”

Similar language is used in New Jersey’s sample contract regarding superintendent merit pay.

“Merit Increases: the superintendent may receive a merit bonus in addition to his/her annual base salary. The merit bonus will be based upon his/her achievement of quantitative merit criteria and/or qualitative merit criteria. The board and superintendent shall select up to three quantitative merit criteria and up to two qualitative merit criteria per contract year.”

In the world of superintendent contracts, this is quite strong language, although these measures could easily be budgetary and not academic in nature.

The most direct mention of the superintendent being responsible for student learning is found in Texas’ sample contract.

“Duties: Providing leadership for the attainment of student performance in the district based on the state’s student achievement and quality of learning indicators and other indicators as may be adopted by the commissioner or the board.”

Data indicate that generally, school boards which may wish to insert academic criteria for superintendent evaluation will receive little assistance from their state associations. Indeed, the representative from one state school board association indicated that they would discourage member boards from using such clear criteria since the contract provisions could limit board flexibility in evaluating superintendents (personal communication, December 4, 2015). An official from a state school board association in a different state had suggested that their association encourage board members to evaluate superintendent performance in improving academics, but found no support for this view within the state association (personal communication, November 5, 2015).

Discussion

As we have demonstrated, there is little tendency for North Carolina superintendent contracts to include academic goals, or even any mention of student academic achievement, even though the state has had a relatively robust accountability regime and significant charter school market share since the 1990s. Further, our examination of model superintendent contracts from school superintendent associations in 20 states offers little evidence that academic metrics are included in contracts nationally. Regarding school superintendent contracts, academic performance is truly the proverbial dog which does not bark. Since there was very little variation in the key dependent variable, whether contracts included academic goals, we could not use robust
statistical tests of whether school performance or charter school competition influenced the content of contracts.

We can offer three explanations for this seeming non-finding. First and likely most important, the representation literature suggests that as low turnout and “low information rationality” elections (Popkin 1991), school board elections fail to signal public intentions regarding school performance. Occurring outside the normal elections season and lacking the usual cue of partisanship, school board elections typically lack issues and when contested at all, are likely to revolve around personalities and social ties rather than school academic performance (Chubb 2001; Garn. & Copeland 2014). Interestingly, Berry and Howell (2005, 151) find that in South Carolina, for the high turnout 2000 (presidential) election “[f]rom the initial decision to run to the final vote tallies, we observed robust relationships between student learning and incumbents’ electoral fortunes. During the 2002 election, however, when turnout dropped by roughly half of that observed in 2000, we found scant evidence that voters held members responsible for changes in test scores.” If most school board elections are decided based on non-academic issues, as indeed a substantial qualitative and quantitative literature indicates (Polka & Litchka 2008; Spencer 2013; Deckman 2004; Maeroff 2010), then school boards face few pressures to use academic criteria to hire, evaluate, and terminate school superintendents. Possibly, holding school board elections at the same time as presidential elections would strengthen the links between elections and academic performance, but there is little reason to think that either boards or superintendents would support this reform. Currently, institutional arrangements do not encourage the ultimate principals (voters) to signal boards as agents to improve academic performance.

Second, the related public policy and public bureaucracy literatures further suggest that school boards and school superintendents cannot be considered distinct actors; hence the former may have difficulty holding the latter accountable. As Maeroff (2010) notes, school superintendents typically have far more information, expertise, and staff than do school board members; hence information asymmetries make it difficult to hold relatively more expert agents accountable. Typically school superintendents set the agenda for school board meetings; board members do not. Frequently both board members and superintendents will face controversies from community members and external interest groups, leaving little time for developing an academic focus (e.g., Deckman 2004). This is compounded by the steady growth in state and federal rules which keep school boards focused on compliance rather than student achievement. As Hochschild (2005, 325) writes, school boards spend less than one tenth of their time developing policy and more than half on mundane administrative tasks and responding to citizen complaints. In effect, as Behn (2001) and Anechiarico and Jacobs (1996) caution about public administration generally, financial and procedural accountability demands leave little time to focus on performance; hence the accountability dilemma in schools.

Finally, the professionalism literature suggests that professional ideologies and norms set boundaries regarding what school superintendents and school boards should and should not do,
just as with other professions (Teodoro 2011; Maranto & Wolf 2013). Currently, professional ideologies of both school boards and school superintendents (with the latter influencing the former) address “merit” (meaning formal credentials) as well as financial and process accountability (Moe 2011; Behn, 2001). However, the professional ideology of educational leadership intellectuals and university programs and hence of the field generally conceptualizes student achievement as reflecting student demographics rather than school practices (e.g., Glass 2008; Ravitch 2010); hence there is no reason for school boards and the contracts they sign with superintendents to address student academic performance. As school board sympathizer and former member Gene Maeroff (2010, 18) writes, in part due to norms which are often codified in teacher contracts:

   Classroom instruction may therefore be invisible to members of school boards. This is amazing when you think about it. The various responsibilities of board members come together in the student-teacher relationship. Yet except for special occasions, board members in some districts have no first-hand knowledge of what transpires in this relationship. Schools may invite board members into classrooms for isolated events…Such staged occasions are hardly typical of the day-to-day instructional program, though.

It is thus little wonder that as Maeroff (2010, 69) reports, national surveys indicate that the three most important criteria that school board members use to evaluate their superintendents are the board-superintendent relationship, employee morale, and student safety. Management is next, essentially tied with standardized assessments. In short, student academic achievement plays relatively little role in how school boards evaluate their superintendents; when it does play a role, it is a relatively simplistic and truncated one. In sharp contrast, academic achievement plays a significant role in superintendent evaluations when education outsiders such as mayors and unelected control boards have entered what had previously been educational policy monopolies (Wong, Shen, Anagnostopoulos & Rutledge, 2007). There is also evidence that student learning plays a role in how private school boards evaluation their agents (Chubb & Moe 1990).

In forthcoming research, we will hypothesize that since charter schools arise outside traditional educational professional networks and can be and sometimes are closed for poor academic performance, charter school superintendent contracts will be more likely to include academic goals.
Works Cited


