



# The **Education Partnership**

Today's Students, Tomorrow's Leaders

## TEACHER CONTRACTS: RESTORING THE BALANCE

Volume III, 2007

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# PREFACE

In December 2006, a landmark meeting took place in Newport, Rhode Island – a national conference entitled *A New Dialogue: Collective Bargaining in Public Education*. The conference attendees, drawn from states around the country, included union leaders and top education policymakers discussing issues surrounding teacher contracts and education reform. It would have been hard to imagine such a conference being held here in the Ocean State when The Education Partnership first published *Teacher Contracts: Restoring the Balance* in March 2005.

During two days of discussion, union leaders and policymakers both purported that they were doing all that they could to improve student achievement. While the conversation was at times stimulating, neither “side” gained much ground. It was, as all parties agreed, “a first step.” The conference’s most important revelation was not that labor and management could talk about education issues in the same room; it was that, in Rhode Island and across the country, there is a growing conviction that contracts *must* become focused on student outcomes and that collective bargaining may no longer deliver negotiated settlements that fail to speak to student outcomes and teacher accountability. This marks a seismic shift, indeed.

The Education Partnership honors good teachers. Our staff is involved in programs in schools across the state, from our after-school program, the Providence After School Alliance, to our training of principals in every district and our work with Rhode Island Scholars. We know that exceptional teachers are working in all districts in the Ocean State. The Education Partnership is not suggesting that the state cut education spending – good education is expensive. What The Education Partnership *is* saying is that unions are not teachers – they are not “one and the same” – and that the citizens of Rhode Island have a right to understand what is in union contracts and how those contracts govern our schools.

The Education Partnership does not understand, for example, why we allow our school systems to operate under the concept that a six-hour-and-40-minute in-school teacher workday is acceptable. Where does that magic number come from and why is such a short day acceptable? Our student outcomes are not acceptable. Our teachers need more collegial time and professional development to help students, who also need more *good* instructional time. The Education Partnership believes that Rhode Island has few “unfunded mandates;” school districts have bargained away their right to say that they *already pay* for a eight-hour in-school workday. It is time to declare that what is expected to take place for professional development and student assistance during that time is not an “unfunded mandate” – it is very well-compensated time!

As The Education Partnership enters its third year of examining teacher contracts, we have come to understand that an essential change must take place. It is time to completely rewrite the teacher contracts in every school district. It is hard to believe that language in contracts negotiated more than 40 years ago adequately deals with teachers in schools of the 21st century. We hear time and again about the need for renovated school facilities, brand-new buildings and new infrastructure for technology. Why not create brand-new contracts designed for highly successful schools and accountability? “Tweaking” arcane contracts that have accumulated years and years of clauses that do not even *mention* students is not going to create students ready to lead our country in the global economy. Even contracts “negotiated in good faith” are out of style. How can it serve the interests of students that our school systems are working under governance structures that were written in the 1960s (even if they were “updated” in the 1970s, 1980s, and 1990s)? The Education Partnership strongly believes that, in 2007, school districts need to create new contracts that hold teachers accountable for outcomes needed by students for success in the 21st century.

Unions should look upon this suggestion with interest and enthusiasm. The Education Partnership is calling for *new* contracts, not the *elimination* of contracts. In an atmosphere of exploding interest in vouchers, charter schools and school choice,

The Education Partnership calls for working with unions to develop new contracts and new systems of accountability. The Education Partnership is calling for a new openness with the contracts, as well, including transparency of their fiscal impact, with a fiscal analysis made available to citizens well before the ratification of a new district-contract settlement.

The Education Partnership continues to call on the Rhode Island General Assembly to narrow the scope of collective bargaining. We need one health care plan for all public school employees statewide. If all public school employees took part in the state health care plan, the state would save, at minimum, an estimated \$8 million per year. If we wish to refocus resources where they are needed – on serving our children – there should be one statewide teacher sick-time policy, elimination of sick-time buybacks for retirement, a stronger requirement for teacher evaluation, pay for performance, a longer teacher school day and a longer teacher school year.

Teacher contracts are documents that drive our public education system. We can no longer afford to pretend that the contracts we “tweak” every three years are achieving the outcomes needed in the 21st century. It is critical that school committees and unions work together to create new agreements that truly reflect the needs of our students and citizens.

**Valerie Forti**  
**President**

## Acknowledgements

*Teacher Contracts: Restoring the Balance, Volume III, 2007* was a team effort by senior staff at The Education Partnership. Director of Contract Analysis and Negotiation Programs Lisa Blais developed the topics and worked with Willard Van Horne, Ph.D., EP Director of Data and Strategic Analysis, to develop the research and analysis. The Education Partnership President Valerie Forti contributed to the writing of the report. The Education Partnership thanks its members as well as school committee members, superintendents and city/town council members from across the state for their expertise and insights.

# EXECUTIVE SUMMARY

Today's teacher contracts reflect an earlier era in America: the age of the rise of industrial unions, during the 19th and 20th centuries, when a factory system rigidly governed work outputs. The Education Partnership has been researching teacher-union contracts for three years. It is clear to us that the factory model has become a disservice to students in the 21st century, and that Rhode Island school committees and unions must work together to move beyond it. It is time to create entirely new contracts that will lead to highly successful schools and the solid education that our students will need to compete in a global economy.

In *Teacher Contracts: Restoring the Balance, Volume III, 2007*, The Education Partnership highlights the best practices of highly successful schools and illustrates how these practices are often neutralized by the industrial-style components of our local school-district contracts. The Education Partnership believes that the best teaching practices, as confirmed by research, should not only inform professional staff development, but also be incorporated into teacher contracts. Teachers in highly

successful schools are committed to the schools' visions and missions, and are professionally accountable for the successes and failures of their students.

**THE EDUCATION PARTNERSHIP  
URGES ALL SCHOOL COMMITTEES  
AND TEACHER UNIONS TO REWRITE  
CONTRACTS TO BE STUDENT  
FOCUSED AND THAT SUPPORT THE  
BEST PRACTICES OF THE TEACHING  
PROFESSION.**

The preservation of today's outmoded collective bargaining agreements is a function of state level law. Our 2007 report examines how school committees and teacher unions are thwarted in local bargaining from overcoming the inadequacies of state law, and recommends that state laws should be changed. Some matters of great importance to a quality education for students should be taken off the table, and no longer bargained away.

The 2007 *Teacher Contracts: Restoring the Balance* report examines the inability of the federal No Child Left Behind Act (NCLB) to override district bargaining agreements. The Education Partnership believes that the NCLB should be reauthorized. And, while we certainly think that the law needs to be adjusted, we believe that NCLB should supercede local bargaining agreements to meet the needs of students.

In Rhode Island, all of the components of flexibility, staffing, accountability and professional planning time must be negotiated through the collective bargaining process. Too often, this means narrowly defined bargaining, with economic interest rather than professional interest taking precedence. The Education Partnership believes the teacher contract should be used as a tool to improve student achievement. Contracts should be student-focused and include educational practices that:

- ▶ Provide scheduling flexibility of the teacher workday (compared with provisions that do not obligate teachers to remain in school more than five to 15 minutes after students are dismissed).
- ▶ Make it less onerous to fill vacancies by removing some mandates of seniority.
- ▶ Retain the most highly qualified teachers regardless of length of service.
- ▶ Assign high-quality teachers to the schools and classrooms where they are needed most.
- ▶ Provide routine oversight of instruction and evaluation of classroom practices.
- ▶ Demand a school/district culture of high student expectation.

Our 2007 report revisits a section introduced in the 2006 report, “Opportunities Found and Opportunities Missed.” In particular, the 2007 report looks at clauses of individual district contracts dealing with health insurance cost-share and buyback provisions, professional time, teacher evaluation and professional development. We also make note of school districts that simply extended their expiring contracts in 2006, often perpetuating practices that direct funding away from the needs of students. We examine whether improvements have been achieved in educational accountability and cost-effective delivery of benefits. We were particularly interested in determining whether collective bargaining agreements are becoming more student-focused.

Our 2007 report includes results from The Education Partnership’s statewide opinion survey of school committee members and challengers to elected school committee positions. Respondents strongly favored policies that would improve instructional accountability, provide for teacher assignments based upon expertise rather than seniority, and create a statewide move to increase the teacher workday to eight hours and the work year to 190 days.

Negotiating for change is difficult; yet change – to improve the quality of our public schools – is precisely what school committee members have said is their goal. Throughout the 2007 *Teacher Contracts: Restoring the Balance* report, The Education Partnership urges all school committees and teacher unions to bargain collaboratively and *rewrite* contracts to be student focused and that support the best practices of the teaching profession.

## **Policy Recommendations:**

The Education Partnership endorses:

1. Revising the Teachers Arbitration Act (RIGL § 28-9.3-1[b]); The Education Partnership continues to endorse recommendations made in our 2005 and 2006 reports to identify permissive and non-permissive topics of bargaining.
  - ▶ Board of Regents may assist under-performing or failing schools or districts by superceding local teacher contracts if those contracts impede the school(s) from meeting the state’s educational regulations designed to improve student achievement or from meeting the goals of NCLB.
  - ▶ Require school districts to determine the highly qualified status of a teacher, to be based on subject matter expertise and performance evaluations.
2. Enable local school districts to create teaching and learning environments that incorporate the best practices of highly successful schools by granting individual schools the opportunity to function with autonomy over budget, hiring, teacher assignment and curriculum. We continue to point to the pilot school model, endorsed in our 2006 report.
3. A requirement that school committees provide the total cost of the term of a new contract to the town or city council prior to final ratification.
4. A professional model of bargaining for school committees and teacher unions to utilize to craft student-focused contract negotiations.

# ***Increased Expectations for Student Outcomes and Higher Standards of Accountability Challenge Policymakers to Examine How Collective Bargaining Impacts Public Education***

## INTRODUCTION

Over the past two years, The Education Partnership has published two major policy reports<sup>1</sup> about teacher contracts, illuminating the specific features of traditional contracts that are not essentially focused on student performance or pupil needs. Our objective was to start and sustain a constructive, statewide discussion about the role of teacher contracts in student achievement in public schools.

In that, we succeeded beyond our expectations. Citizens and policymakers, we discovered, were eager to begin that discussion, recognizing that the system in place had tilted the balance away from the needs and interests of students and toward those who have different interests and are highly skilled in negotiating contracts. With the same purpose, we are issuing our third report, *Teacher Contracts: Restoring the Balance, Volume III, 2007*.

It is often noted that today's school-year calendar still reflects our country's agrarian roots – a time when many children were required to help tend the fields during the afternoon hours and summer months, enabling them to attend school only in the mornings and the non-summer months. Long since there was little reason to hew to that schedule, it has persisted.

Teacher contracts also reflect an earlier era in America: the rise of industrial unions during the 19th and 20th centuries, when a factory system rigidly governed work outputs. While useful in protecting workers in a highly repetitive, "piece-rate" manufacturing process, such union contracts seem ill-suited to the needs of students in the 21st century.

Indeed, in Rhode Island's older urban districts, language and approaches borrowed from industrial-model contracts of a century ago continue to be pervasive. Many of these factory-style contracts still call to mind highly repetitive, assembly-line manufacturing processes in which even a novice worker quickly gained high levels of proficiency, and no expert knowledge had to be mastered. Given the nature of the work involved, seniority-based protections understandably became of paramount concern to the unions. But teachers are not assembly-line workers mass-producing a product; rather, the best of them are gifted professionals who bring their unique talents and creativity to the classroom, interacting with every child as an individual. To treat them as factory workers hurts students and high-quality teachers. Reliance upon outdated contract models means, notably, that seniority-based provisions continue to trump any consideration of teacher performance or student improvement.

**THIS REPORT COMPARES FACTORY MODEL CONTRACT LANGUAGE WITH LANGUAGE THAT BETTER SUITS PROFESSIONALS. WE ILLUSTRATE CONTRACT LANGUAGE IN RHODE ISLAND TEACHER CONTRACTS AND EXAMINE HOW THAT LANGUAGE HINDERS SCHOOL DISTRICTS FROM IMPLEMENTING BEST PRACTICES FOUND IN HIGHLY SUCCESSFUL SCHOOLS.**

<sup>1</sup> Teacher Contracts: Restoring the Balance 2005 and 2006 can be viewed at [www.edpartnership.org](http://www.edpartnership.org).



In our extensive research on teacher contracts in Rhode Island, we have found that contracts too often:

- ▶ Incur long-term financial liability that is not sustainable;
- ▶ Commit significant resources to areas that do not benefit learning;
- ▶ Institute policies and procedures that conflict with educational best practices;
- ▶ Fail to treat teachers as professional instructors; and,
- ▶ Constrain administrators from effectively managing a highly professional workforce to improve the education students receive.

To help students learn, and to allow teachers and managers to use their creativity and take responsibility for their work, contracts must shed the seniority-driven, boilerplate language of the past and incorporate language that implements the best practices of the teaching profession.

In this report, we compare factory model language with language that better suits professionals. We highlight the best practices of successful schools – and illustrate how these practices are often neutralized by the industrial-style components of our local school district contracts. We include case illustrations of contract language that has been negotiated in Rhode Island teacher contracts and examine how that language hinders school districts from implementing best practices found in highly successful schools.

While teacher contracts are our main focus, certain state and federal statutory and regulatory obligations also impede a school district's ability to improve teaching and learning. To clarify these impacts, we illustrate the complex and often contradictory relationships among:

- ▶ Rhode Island's state education collective bargaining law;
- ▶ The binding nature of the teacher contracts;
- ▶ The requirement of school committees to implement the basic education plan as mandated by the Board of Regents for Elementary and Secondary Education; and,
- ▶ The federal No Child Left Behind Act.

Finally, since both the 2005 and 2006 reports advanced a variety of major policy recommendations, we also surveyed Rhode Island school committee members (and challengers) in August 2006, to learn what they think of those recommendations.<sup>2</sup> This report includes highlights of the survey results.

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<sup>2</sup> The full survey report "The Educational Concerns of Rhode Island School Committees: Incumbents & Challengers Speak" can be viewed at [www.edpartnership.org](http://www.edpartnership.org).

# ACADEMIC STANDING OF OUR STUDENTS

The Education Partnership believes that the academic achievement of every student in Rhode Island must be improved so students will have the tools they need to become productive citizens in an increasingly global economy. There are three fundamental issues facing our education system:

- ▶ Critically low performance levels in our urban schools;
- ▶ Lackluster achievement levels of all students across the state; and,
- ▶ Near-crisis levels of high school dropouts.

An informed and engaged citizenry is vital to a functioning democracy. The strength of our economy is directly tied to the effectiveness of our public education system. With every year that we let pass without confronting these three serious challenges, we are denying future generations the skills and knowledge they must have to become responsible, self-sustaining, democratic citizens in a global economy.

Consider this:

- ▶ In international surveys, American 15-year-olds rank 24th out of 29 in math literacy and 19th in science<sup>3</sup>
- ▶ The United States is falling behind other countries in its proportion of people with a high school diploma;
- ▶ Ten years ago, the United States produced 30 percent of the world's college graduates; today it produces 14 percent; and,
- ▶ Fifteen years ago, the United States and Asia produced approximately the same number of Ph.D.s in math and physical science: 4,700 graduates a year. Today, the United States graduates 4,400 students and Asia graduates 24,900.<sup>4</sup>

**THERE ARE THREE FUNDAMENTAL ISSUES FACING PUBLIC EDUCATION: CRITICALLY LOW STUDENT PERFORMANCE LEVELS IN URBAN SCHOOLS, LACKLUSTER ACHIEVEMENT LEVELS OF ALL STUDENTS ACROSS THE STATE AND NEAR CRISIS LEVELS OF HIGH SCHOOL DROPOUTS.**

Unfortunately, education stakeholders, in Rhode Island, too often assess student achievement by comparing student performance with other districts in the state. In-state comparisons perpetuate the fallacy that our suburban districts are producing acceptable student-achievement levels, and that only urban districts are a problem. *All* of our students need to achieve at higher levels to be globally competitive.

<sup>3</sup> Test results compared with 40 Organization for Economic Cooperation and Development countries in combined math and science literacy. Program for International Student Assessment (PISA), 2003.

<sup>4</sup> "Reforming Education," *The Washington Times* (April 10, 2006).

# KEY STATE COLLECTIVE BARGAINING POLICIES IN PUBLIC EDUCATION

Collective bargaining contracts based upon the traditional, industrial, or factory-style model define and maintain the status quo in schools. The “scope-of-bargaining” clauses in these teacher contracts ensure that attempts to change the status quo will run headlong into “established practice” – in other words, obstacles. Although bargaining is a school district level activity, it occurs within the scope of federal and state level collective bargaining laws. Collective bargaining shapes much of education policy in school districts. For instance:

- ▶ How resources are allocated;
- ▶ How teachers are assigned to schools and classrooms;
- ▶ The content and frequency of professional development; and,
- ▶ The nature and consequences of teacher evaluations.

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## State Level Collective Bargaining Laws in Rhode Island

The preservation of collective bargaining agreements is a function of state level law. Rhode Island has three key statutory and regulatory policies that must be challenged to improve student achievement:

- ▶ The state’s education law on collective bargaining;
- ▶ The binding nature of the collective bargaining agreement; and,
- ▶ The requirement that school committees implement regulations promulgated by the Rhode Island Board of Regents for Elementary and Secondary Education.

Regrettably, too often school committees and teacher unions do *not* bargain locally to overcome the inadequacies of state law, so state laws should be changed. Some matters of great importance to a quality education for students should be taken off the table and not bargained away.

### 1. Rhode Island’s Education Policy and Collective Bargaining

The foundation of Rhode Island’s education policy is built upon collective bargaining. State law, dating back to 1966, (General Law §28-9.3-1) states:

**Declaration of policy - Purpose.**

(b) It is declared to be the public policy of this state to accord to certified public school teachers the right to organize, to be represented, to negotiate professionally, and to bargain on a collective basis with school committees covering hours, salary, working conditions, and other terms of professional employment; provided, that nothing contained in this chapter shall be construed to accord to certified public school teachers the right to strike.

This particular state policy is the foundation for the comprehensive nature of today’s teacher contracts. It is this policy framework that allows teacher assignment, transfer, work rules and compensation details to be negotiated at the district level.

When a question or concern arises concerning employee rights within the contract, the contract language is typically the determining factor in the interpretation of those rights.

## 2. Collective Bargaining Agreements and Binding Authority

Another statutory framework - namely, Rhode Island Education Law, Title §16-2-9 - clarifies the binding authority of contracts. It contains 23 sections, of which the following underscores the weight of the collective bargaining agreement (a portion of the excerpt is italicized for emphasis):

### **General powers and duties of school committees.**

§16-2-9 (23) (b): Nothing in this section shall be deemed to limit or interfere with the rights of teachers and other school employees to collectively bargain pursuant to chapters 9.3 and 9.4 of title 28 *or to allow any school committee to abrogate any agreement reached by collective bargaining.*

Teacher contracts are binding, legal documents. They are the means by which we create the operational foundation of every school in this state, and, as Title 16 shows us, the teacher contract is to be entered into only with great thought and deliberation. Once contracts have been bargained in “good faith,” the law provides that the terms of an active contract are not easily rescinded. The binding nature of the contract, underscored within the duties of school committees, illustrates the complex and contradictory relationship of bargaining in public education.

## 3. Creating a Contradiction of Responsibility

The same statute, Title §16-2-9, addresses the school committees’ responsibilities regarding implementation of the Rhode Island Board of Regents regulations (a portion of the excerpt is italicized for emphasis):

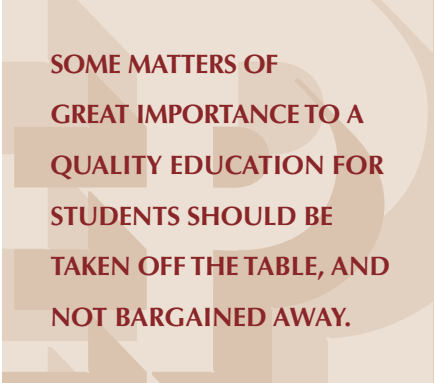
### **RIGL §16-2-9 (3):**

To provide for and *assure the implementation of* federal and state laws, the regulations of the board of regents for elementary and secondary education, and of local school policies, programs, and directives.

The Education Partnership refers to this as “a contradiction of responsibility.” State policies are, further, evolving in response to NCLB requirements and the desire to create the conditions necessary to improve student achievement. State level statutory policies, for example, call for:

- ▶ Increased teacher common planning time;
- ▶ Creating student advisories; and,
- ▶ Parent engagement.

Title 16 of Rhode Island law, as noted earlier, requires school committees to implement the educational requirements of the state; yet school committees do not have the authority to supercede the collective bargaining agreement in order to fulfill their responsibility to state (or federal) law. Under these conditions, *the collective bargaining process easily can be used to compromise managerial prerogatives - thereby posing significant problems for school reform.*



**SOME MATTERS OF  
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# THE CONUNDRUM OF BARGAINING IN RHODE ISLAND

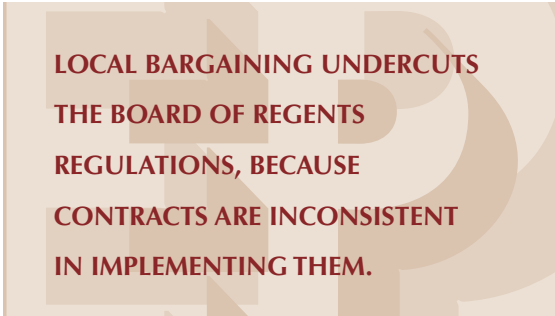
Substantial changes were made to Rhode Island’s education policy as a result of two high school redesign summits held in 2000 and 2002. High schools throughout Rhode Island are now required to have improvement plans that include:

- ▶ Student advisories;
- ▶ Flexible scheduling;
- ▶ Fifteen hours of professional development in areas of literacy and personalization; and,
- ▶ Common planning time for high school teachers organizing around the students – particularly, those with the highest needs.<sup>5</sup>

The restructuring requirements, outlined above, are now areas of collective bargaining that school districts and teacher unions *must* negotiate locally under Rhode Island law.

So, while the reader may surmise that the Board of Regents for Elementary and Secondary Education finalized regulations to improve high schools, in fact, local bargaining undercuts those regulations, because contracts are inconsistent in implementing them and requiring accountability.

For example, the Regents require that teachers participate in common planning time. This requirement was not intended to supplant instructional time or disrupt the students’ school day. Yet, in one school district, a high-need urban district, both the district management and the union agreed to reshuffle the *students’* day (presumably until the next contract negotiation) by releasing the students from school one hour early one day a week, thereby reducing actual instructional time. In this fashion, the teachers fulfilled the common planning time requirement within their contractual workday, but only at the cost of instructional time for their *students*.



**LOCAL BARGAINING UNDERCUTS  
THE BOARD OF REGENTS  
REGULATIONS, BECAUSE  
CONTRACTS ARE INCONSISTENT  
IN IMPLEMENTING THEM.**

**The Education Partnership believes that *state law or regulation should prohibit local bargaining from reducing instructional time* – particularly in districts with failing schools.**

**The Education Partnership further believes that teachers should be required to work an eight-hour day and should have an in-school work year of at least 190 days at no additional cost to the local district.**

Shaping local bargaining through state collective bargaining policy and law represents an opportunity for state policymakers to create the conditions necessary to promote and improve student success as a statewide goal and to meet the goals of NCLB.

**The Education Partnership continues to recommend that the Teachers Arbitration Act, RIGL § 28-9.3-1(b), be revised to identify permissive and non-permissive topics of bargaining.** We suggest that revisions include stipulations that identify areas of the basic education plan, the professional teaching standards, teacher certification requirements, and the teacher workday and work year as non-permissive topics of bargaining.

<sup>5</sup> Regulations of The Board of Regents, C:\HS Regs. January 9, 2003.

# TEACHER UNIONS THAT ARE BARGAINING AGENTS FOR URBAN AND SUBURBAN SCHOOL DISTRICTS

Readers of The Education Partnership reports from 2005 and 2006 have asked The Education Partnership to include a breakdown of union representation in the 36 districts in Rhode Island. Either the Rhode Island affiliate of the National Education Association (NEARI) or the Rhode Island Affiliated Federation of Teachers and Health Professionals (RIAFTHP) bargains with each of the 36 school districts across the state.<sup>6</sup> NEARI represents teachers in 25 school districts, mostly in rural and suburban districts.

District Type	School Committee	Representative	District Type	School Committee	Representative
Rural/Emrg.Suburban	Burrillville	NEARI	Suburban	Barrington	NEARI
Rural/Emrg.Suburban	Chariho	NEARI	Suburban	Bristol / Warren	NEARI
Rural/Emrg.Suburban	Exeter / West Greenwich	NEARI	Suburban	Cumberland	NEARI
Rural/Emrg.Suburban	Foster	NEARI	Suburban	East Greenwich	NEARI
Rural/Emrg.Suburban	Glocester	NEARI	Suburban	Jamestown	NEARI
Rural/Emrg.Suburban	Foster-Glocester	NEARI	Suburban	Middletown	NEARI
Rural/Emrg.Suburban	Little Compton	NEARI	Suburban	Narragansett	NEARI
Rural/Emrg.Suburban	New Shoreham	NEARI	Suburban	North Kingstown	NEARI
Rural/Emrg.Suburban	North Smithfield	NEARI	Suburban	Portsmouth	NEARI
Rural/Emrg.Suburban	Scituate	NEARI	Suburban	Smithfield	NEARI
Rural/Emrg.Suburban	South Kingstown	NEARI	Suburban	Westerly	NEARI
Rural/Emrg.Suburban	Tiverton	NEARI	Suburban	Johnston	RIAFTHP
Rural/Emrg.Suburban	Coventry	RIAFTHP	Suburban	Lincoln	RIAFTHP

With the exceptions of only the Newport and East Providence school districts, RIAFTHP represents teachers in the balance of the districts. These districts are without exception urban-core or urban-ring districts characterized by far greater enrollment sizes, higher percentages of minority students, and greater educational challenges. These trends in union representation play out on the national stage as well.

District Type	School Committee	Representative
Urban Core	Central Falls	RIAFTHP
Urban Core	Newport	NEARI
Urban Core	Pawtucket	RIAFTHP
Urban Core	Providence	RIAFTHP
Urban Core	Woonsocket	RIAFTHP
Urban Ring	Cranston	RIAFTHP
Urban Ring	East Providence	NEARI
Urban Ring	North Providence	RIAFTHP
Urban Ring	Warwick	RIAFTHP
Urban Ring	West Warwick	RIAFTHP

<sup>6</sup> The historical context of collective bargaining in Rhode Island is reviewed in Volume I, *Teacher Contracts: Restoring the Balance*, March 2005. Mandatory payment of union dues by certified teachers is reviewed in Volume II, *Teacher Contracts: Restoring the Balance*, May 2006. They can be viewed at [www.edpartnership.org](http://www.edpartnership.org).

## NO CHILD LEFT BEHIND AND COLLECTIVE BARGAINING

NCLB is a federal education policy that requires the public school system to provide every child the opportunity to succeed. It further stipulates that all students must be proficient in math and reading by the year 2014 and mandates that highly qualified teachers be equitably distributed among disadvantaged and minority students in every classroom.


Prior to the January 8, 2002, authorization of NCLB, education and union officials recognized that state collective bargaining laws and provisions in many collective bargaining agreements posed barriers to compliance with the new federal act. Union officials objected to any provisions of the law that would override district bargaining agreements. Union officials, at the national level, were able to prevent NCLB requirements from superceding local collective bargaining agreements in the areas of:

- ▶ Teacher assignment,
- ▶ Staffing, and
- ▶ Seniority.

NCLB requirements may *not* violate state collective bargaining laws and local collective bargaining agreements, but this does not absolve schools or districts from their responsibility to meet the federal NCLB requirements.

NCLB demands the type of accountability that is not easily accommodated within current local and state public education governance, structure, finance, and management systems. Indeed, many requirements run headlong into teacher contracts.

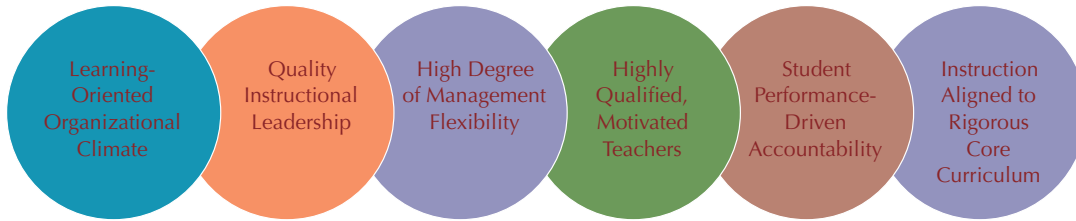
**The Education Partnership believes that NCLB should be reauthorized. Furthermore, while we certainly think that the law needs to be “tweaked,” we believe that NCLB should supercede local bargaining agreements to meet the needs of students.**



**THE EDUCATION  
PARTNERSHIP  
BELIEVES THAT NCLB  
SHOULD SUPERCEDE  
LOCAL BARGAINING  
AGREEMENTS TO MEET  
THE NEEDS  
OF STUDENTS.**

# CHARACTERISTICS OF SUCCESSFUL SCHOOLS

**Figure 1: Components of a Highly Successful School System**



The characteristics of highly successful schools have been widely described in effective schools research over the past 25 years. These features model “best practices” that educators tout as essential in creating high performance learning environments. Unfortunately, teacher contracts – which clearly act as major blueprints for organizational behavior – are rarely, if ever, examined to determine how they affect teacher behavior and, ultimately, student performance. **The Education Partnership believes that research proves that best teaching practices should not only inform professional staff development, but also be incorporated into teachers contracts.**

Teacher contracts should be studied to see how they affect:

- ▶ Student engagement,
- ▶ Instructional time,
- ▶ Professional collegiality, and
- ▶ Common planning time.

Highly successful schools have something in common: students are the focus of policy decisions and approaches to teaching. Dynamic schools allow teachers to adapt to learning needs, rather than marching in step rigidly to detailed contract language.

Teachers in highly successful schools are committed to the schools’ visions and missions, are professionally accountable for the successes and failures of the students, and they commit to aligning their instruction with the core curriculum so that every student “knows” what he or she needs to know to go on to college or professional employment. Teachers and instructional leaders work collaboratively to make informed decisions about their students. This means that teachers of different grades and subjects meet to discuss their students’ strengths and weaknesses in order to adjust their teaching to meet the academic needs of every student. The governance structure of highly successful schools encourages professional self-reflection and independence and provides teachers the flexibility and authority to make instructional decisions based upon the specific needs of their *students*.

Old-fashioned “industrial unionism” is ill suited to today’s student needs. Teachers in dynamic and highly successful schools share in decision-making with their principals. They focus on the needs of students rather than compliance with their contract provisions. They avoid fixating on an “us-versus-them” adversarial relationship with management, with a narrow focus on economic advancement and procedural due-process protections. Finally, they recognize that the integrity and quality of *teaching* needs to be protected – not just the due-process protections of individual teachers.

In Rhode Island, all of the components of flexibility, staffing, accountability and professional planning time must be negotiated through the collective bargaining process. Too often, this means narrowly defined bargaining, with economic interest rather than professional interest taking precedence.



## EXAMPLES OF HIGHLY SUCCESSFUL SCHOOLS

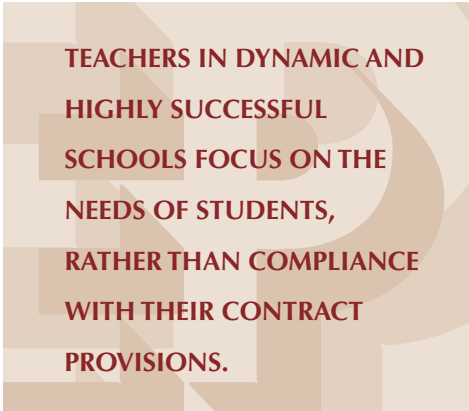
Following are three examples of schools that have been determined to be highly successful. We use them as best-practice models because they represent urban-core schools serving student populations that typically achieve less than that of suburban school districts.

Research portraits of highly successful schools have been conducted by educational academics across the country.

Researchers, for example, undertook a semester-long qualitative study of the Providence-St. Mel School<sup>7</sup> located in Chicago, Illinois. It serves poor, minority students who achieve at high levels and gain entrance into tier-one universities across the country.

Michael Presley<sup>8</sup> of the Department of Teacher Education at Michigan State University concludes that the components of this successful<sup>9</sup> school include:

- ▶ Strong instructional leadership;
- ▶ High expectations for student achievement;
- ▶ Emphasis on academics;
- ▶ Evaluation of student progress frequently;
- ▶ Safe and orderly environment; and,
- ▶ Highly motivated teachers.



TEACHERS IN DYNAMIC AND  
HIGHLY SUCCESSFUL  
SCHOOLS FOCUS ON THE  
NEEDS OF STUDENTS,  
RATHER THAN COMPLIANCE  
WITH THEIR CONTRACT  
PROVISIONS.

Students in Providence-St. Mel, from kindergarten through high school, were observed to be highly engaged with their teachers – *in and out* of the classroom – freely talking about their schoolwork *and* their lives. The school culture fostered a sense that the students did not want to let their teachers down. The school’s teaching and learning environment, in other words, *fostered high expectations and teacher-student engagement*. There was a clear, consistent message throughout the school: students can control their academic destinies. One student wrote, “Our teachers uplift the spirits of students to help them know that they can do anything if they put their heart, mind, and soul into it.”<sup>10</sup>

Providence-St. Mel requires an *eight-hour student day, and a longer day for teachers*. Teachers are available to the students after school for help and on Saturdays for *routinely* scheduled tutorials (*part of the core teacher and student requirement*) for those students performing below expectations. Teachers and their principal work together:

- ▶ To assure quality classroom teaching among all of the teachers;
- ▶ To provide constant review of student performance;
- ▶ To hold routine advisories with the students; and,
- ▶ To create flexible scheduling and teacher assignment based on the most appropriate instructor for the classroom.

<sup>7</sup> Providence-St. Mel School Web site accessed at [www.psm.k12.il.us](http://www.psm.k12.il.us) on January 22, 2007.

<sup>8</sup> Michael Presley, Lisa Raphael and J. David Gallagher, “Providence-St. Mel School: How a School Works That Works for African American Students Works,” *Journal of Educational Psychology*, 2004. Michigan State University.

<sup>9</sup> 100 percent of its’ high school graduates were accepted into 4-year colleges for the past 25 years; 42 percent of the 2002 class and 52 percent of the class of 2003 were accepted into Tier 1 colleges. Approximately 72 percent of Providence-St. Mel graduates graduate from college, compared with a national average of 57.50 percent of high school graduates who enrolled in a four-year degree program.

<sup>10</sup> *Ibid.* p.226

Evening meetings, both scheduled and impromptu, routinely occur, without contractual limits on the number of meetings that may take place during the school year or guidelines to the topics that may be discussed during faculty meetings. In short, the research portrait showed a community of professionals who are highly committed to the learning process, to developing every student to his or her potential, and to doing whatever was necessary for their students to meet their potential within a flexible framework of policies and practices.

A second example of a highly successful school is illustrated in Mike Schmoker's *Results Now*. In his book, he reviews case histories of highly successful schools and their teaching practices and governance. He cites an article about the Adlai Stevenson High School written by Richard DuFour ("The Learning-Centered Principal" 2002).

A focus on learning, on assessment results, becomes the leverage for improvements in teaching. When leadership is focused on results, *on urging a formal, frequent review of the impact of instruction*, teaching improves.<sup>11</sup>

In one survey, the Adlai Stevenson High School was rated among the top 20 schools in the world. It has received national and international awards for sustained academic achievements. Two questions were consistently posed to teachers who *routinely met as teams*:

- ▶ To what extent are students learning the subjects?
- ▶ What steps should be taken to give both students and teachers the time and support they need to improve learning?

A clear focus on *aligning instruction to curriculum* and continually *evaluating student outcomes* were core components of this school's success. Teachers routinely worked together to improve student achievement and remain goal-oriented. Their *instructional practices were regularly assessed*. Effective teamwork was fundamental to creating a successful teaching and learning environment.

**TEACHERS IN HIGHLY SUCCESSFUL SCHOOLS ARE COMMITTED TO THE SCHOOLS VISION AND MISSION. THEY ARE PROFESSIONALLY ACCOUNTABLE FOR THE SUCCESSES AND FAILURES OF THEIR STUDENTS.**

A third example is the Boston Pilot Schools, reviewed in *Restoring the Balance 2006*.<sup>12</sup> Under that program, changes in teaching and management have led to the operation of highly successful schools<sup>13</sup> within the struggling Boston public school system.

The essential features of the pilots are autonomy, accountability, small size, and commitment to equity. "*The whole atmosphere says this is yours, there is a feeling of ownership*,"<sup>14</sup> are the words of a teacher and parent in one of the 15 pilots operating in the city. This sense of ownership reflects the practice of allowing teachers and their instructional leaders – rather than only teacher-union

officials - to work as a team in making decisions based on their expertise and the needs of students. This best practice follows the guidelines of contracts that treat teachers as professionals, not factory workers.

The Boston Pilot Schools were opened in 1995 as a result of collaboration among the school committee, mayor, superintendent, and the teacher union to promote increased school choice for students and their parents within their public school district. The pilot schools were created to be models of public school innovation and to serve as research and

<sup>11</sup>Mike Schmoker, "Results Now," *Association for Supervision and Curriculum Development* (2006).

<sup>12</sup>Boston pilot schools reviewed in detail in *Teacher Contracts: Restoring the Balance*, Volume II, May 2006 can be viewed at [www.edpartnership.org](http://www.edpartnership.org)

<sup>13</sup>Pilot school students outperformed Boston Public School students at all grade levels on all tests, and at the passing and advanced/ proficient levels of the MCAS tests in math and English/language arts in grades 8 and 10. "The Essential Guide to Pilot Schools: Overview," *Center for Collaborative Education* (September 2006), p.37.

<sup>14</sup>ibid

development sites for effective urban public schools.

Teachers in the Boston Pilot Schools are members of the Boston Teachers Union, an affiliate of the American Federation of Teachers (AFT), and remain covered under the salary, benefits, and seniority stipulations of the teacher contract. However, each teacher agrees to, and signs, a separate “Election to Work” agreement unique to their pilot school and particular responsibilities. The Election to Work agreement is a one-year contract (the term of the agreement is the same for the head of school) that may or may not be renewed by the school or the teacher. It is a professional employment contract.<sup>15</sup>

The Boston pilot schools are based upon distinctive components that set them apart from the traditional public school counterparts. To provide increased flexibility to organize schools and staffing to best meet student needs, they provide autonomy over:

- ▶ Budget,
- ▶ Staffing,
- ▶ Governance,
- ▶ Curriculum and assessment, and,
- ▶ The schools’ calendars.

This has resulted in schools that:

- ▶ Increase planning and professional development time for faculty;
- ▶ Organize the school schedule in ways that maximize learning time for students;
- ▶ Establish and constantly reinforce an instructionally focused school vision;
- ▶ Approve their annual budget on a decentralized basis;
- ▶ Decide on staffing patterns and work assignments that create the optimal learning environments for students;
- ▶ Hire professional staff who best fit the needs of the school, regardless of the individual’s union status (i.e. whether or not the individual is a member of the Boston School District and regardless of seniority status); and,
- ▶ Annually determine the retention of the principal and individual teachers based upon performance evaluations.

Staffing autonomy allows the pilots to create highly personalized school environments, from smaller teaching loads and learning communities to student advisories. The teachers working in pilots are there by choice and have committed to a mission and vision unique to the school. *Vacancies are not filled through seniority and the bumping process. Teaching assignments are based upon the skills set and subject matter expertise of the teacher. All of the teachers routinely meet with their students outside of the classroom.* One student expressed the result of this kind of high-quality instruction: “*Teachers are different here. To me, the teachers are more understanding.*”

The pilot-school model is an example of a successful strategy to improve urban public schools. **The Education Partnership continues to endorse the creation of pilot schools, granting individual public schools the opportunity to function with autonomy over budgets, hiring, and curriculum.** The pilot-school model would move the collective bargaining process closer to the adoption of “thin” contracts. *Thin contracts closely reflect components of a professional model contract.*<sup>16</sup>

<sup>15</sup>See Appendix A.

<sup>16</sup>*Teacher Contracts: Restoring the Balance*, Volume II, 2006, page 29

# USING TEACHER CONTRACTS AS A TOOL TO IMPROVE STUDENT ACHIEVEMENT

The Education Partnership believes that it is imperative for contract language to focus on student achievement. Contracts should be student-focused and include educational practices that:

- ▶ Provide scheduling flexibility for the teacher workday (compared with provisions that do not obligate teachers to remain in school more than five to 15 minutes after students are dismissed);
- ▶ Make it less onerous to fill vacancies, without the mandates of seniority;
- ▶ Retain the most highly qualified teachers regardless of length of service;
- ▶ Assign high-quality teachers to the schools and classrooms where they are needed most;
- ▶ Provide routine oversight of instruction and evaluation of classroom practices; and,
- ▶ Demand a school/district culture of high student expectation.



## NEW APPROACHES TO BARGAINING: THE PROFESSIONAL ASSOCIATION MODEL VS. THE FACTORY MODEL CONTRACT

The Education Partnership recommends bargaining approaches based upon the professional model — negotiating bargaining outcomes that are student-centered and more likely to characterize the best practices found in high-performing schools.

In Figure 2 we compare some of the essential elements of the old-style, factory model teacher unionism with an approach that treats teachers as professionals.

FIGURE 2

DIMENSION	Industrial Labor Union <small>(Factory Model)</small>	Professional Association Model
Primary Beneficiary	Teacher Membership	Individual Students
Union / Management Bargaining Style	Adversarial	Collaborative
Contract Monitoring	Compliance with Contract Provisions	Student Achievement-Driven / Outcome Oriented
Basis for Financial Incentives	Educational Degrees and Seniority (years of service)	Level of Demonstrated Expertise
Communication	Exclusionary / Closed to Public	Open / Carried Out More Publicly
Decision Making	Explicit / Contract-Driven Authority of Position	Adaptable, Flexible / Authority of Expertise
Management Treatment of Teachers	Rule-Driven / Highly Prescribed Uniform Treatment of All	High Individual Autonomy

The difference is striking. The factory model focuses almost wholly on the economic advancement of union members and procedural protections and safeguards for them. The professional associational model, in contrast, is oriented toward the teacher-student relationship. In that model, students and their education are the heart and soul of public schools.

Under the professional model, teachers and managers work as a team, in a collegial, professional fashion. In effect, this means a very flexible, decentralized approach to both problem solving and decision-making. It also means that expertise (not bureaucratic, contract-driven work rules or seniority) becomes paramount. When teachers are treated as professionals rather than factory workers, intellectual leadership and expertise in the craft of teaching become highly prized. A principal or superintendent – unencumbered by contract language that puts teachers in a straightjacket – may help turn schools around by building on the professional skills of teachers.

In the professional model, then, interdependency of both teachers and management is emphasized. If Rhode Island is to improve its public schools, in our view, it must move toward this professional approach.

# COMPONENTS OF TEACHER CONTRACTS

Regrettably, most Rhode Island teacher contracts continue to perpetuate the factory-style model of bargaining, a model which is better suited to preventing things from happening than achieving serious educational reforms. For example, contractual provisions:

- ▶ Make it virtually impossible to distinguish the effective teacher from the mediocre;
- ▶ Preclude the provision of compensation for a teacher based upon performance;
- ▶ Reward behavior that is rule-oriented and support obedience rather than professional initiative;
- ▶ Treat teachers as interchangeable, regardless of the difficulty in hiring them; therefore, regrettably, teachers are placed on the basis of seniority and college credits rather than more important qualities that characterize a great teacher.<sup>17</sup>

**MOST RHODE ISLAND TEACHER CONTRACTS CONTINUE TO PERPETUATE THE FACTORY STYLE MODEL OF BARGAINING, A MODEL WHICH IS BETTER SUITED TO PREVENTING THINGS FROM HAPPENING THAN ACHIEVING SERIOUS EDUCATIONAL REFORMS.**

Schools with factory-model contracts, filled with operational minutiae, get bogged down in the technicalities of the contract language. This results in an industrial-era mindset in which economic issues and seniority safeguards become the priority for union pursuit, not an improved learning environment. Clearly, these employee rules and entitlements are being placed ahead of the students, which means that we respond slowly – or not at all – to the evolving needs of both students facing a global 21st-century economy and to the professional needs of teachers. As researchers Charles Taylor Kerchner and Krista D. Kaufman<sup>18</sup> put it:

Despite the headlines about breakthrough contracts and the academic interest in new labor management arrangements, the *institution* of labor relations has changed little over the past decade. Most unions and most school districts still negotiate over a relatively narrow package of items. Most act as if the consequences of collective bargaining are somehow divorced from problems of school operation and student achievement. Most simply follow patterns established by state union organizations on the one hand and management associations on the other.

It is our view that student engagement and quality instruction, in schools with teacher contracts that provide the opportunity for flexibility and professional autonomy, set the stage to create a school culture that drives rigorous teaching and learning. **The Education Partnership urges school committees and teacher unions to *rewrite* the contracts to align with the best practices of highly successful schools.** We believe that rewriting contracts is well worth the time, energy, and financial resources involved – and in the best interest of *students*. The Education Partnership understands that this is a difficult endeavor but recognizes that meaningful student improvement will not be found by merely “tweaking” 40-plus-year-old contracts whose focus is largely upon member benefits and procedural safeguards. That these agreements were made in good faith does not alter one inescapable fact: they were developed around needs and circumstances that were very different than today’s. An analysis of typical contract language will make this point.

<sup>17</sup>Frederick Hess and Martin West, “A Better Bargain,” *Program on Education Policy and Governance* (March 2006). Harvard University.

<sup>18</sup>Charles Taylor Kerchner and Krista D. Kaufman, “Lurching toward professionalism: The saga of teacher unionism,” *The Elementary School Journal*, vol.96, no.1, (September, 1995), p.112.

## RHODE ISLAND CONTRACT LANGUAGE

Following are excerpts of Rhode Island contract language found in suburban and urban school districts which supports (or inhibits) a school district's ability to implement the best practices of highly successful schools. We begin with examples of management-rights language.<sup>19</sup> The language below gives more weight to management flexibility, a component of successful school systems.

Following is language contained in the 2006-09 **Barrington** teacher contract (throughout the report, we've underlined portions for emphasis):

(Article 1, Section 3) The school committee and the NEAB<sup>20</sup> accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

(Article 1, Section 7) Subject to the provisions of this Agreement, the School Committee and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the School Department and its professional staff under governing laws. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the School Committee, the decision of the School Committee shall be final and binding.

This language is supportive of management's freedom to exercise considered judgment. The language "the decision of the School Committee shall be final and binding" reinforces the role of the superintendent and the School Committee as managers of the school system. The weakness in the language lies with the absence of mention of school leaders – principals – in section 7 of the contract clause.

The 2005-08 contract for teachers in **Glocester** contains an element of discretion in the following language:

(Article 1, Section F) Subject to the provisions of this Agreement, the Committee reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the Glocester School Department, under governing laws, ordinances, rules, and regulations. The Superintendent of Schools is the chief administrative officer of the School Committee and may delegate authority to his/her professional assistants as he/she may deem necessary for the efficient and orderly operation of the schools.

The 2003-06 teacher contract for **Cumberland** provides detailed language outlining the rights of the School Committee. It states, in part:

(Article 2) Except as otherwise provided in this Agreement, or by law... the school committee retains all rights to manage the Town School system, including without limiting the generality of the foregoing, the determination of the goals of the school system, ... the assignment of pupils to classes and their transfer among classes, the hiring, evaluation, assignment, transfer, severance, promotion, suspension, and discipline for proper cause of all school department personnel;... the scheduling

<sup>19</sup>All Rhode Island teacher contracts can be viewed at [www.edpartnership.org](http://www.edpartnership.org).

<sup>20</sup>NEAB is the National Education Association Barrington.

of hours and days for pupil attendance in the school system, which may vary from school to school, the scheduling of classes; and, the making of reasonable rules and regulations applicable to teachers in the performance of their duties and in carrying out the terms of this Agreement. Notwithstanding the aforesaid, the School Committee recognizes the professional interest and concern of the teachers for the quality of education and recognizes the advisability of meeting and conferring with the Association on matters which are not subject to bargaining but which may affect the quality of education offered to the pupils in the school system.

The detail of this language identifies and reemphasizes the school committee's responsibilities to the school district.

The reference to "meet and confer," beyond the scope of bargaining as outlined in Rhode Island General Law §28-9.3-1 (Teachers Arbitration Act detailed on page 11 of this report) is worth noting for the following reasons.



**THE EDUCATION PARTNERSHIP  
URGES SCHOOL COMMITTEES  
AND TEACHER UNIONS TO  
REWRITE THE CONTRACTS  
TO ALIGN WITH THE BEST  
PRACTICES OF HIGHLY  
SUCCESSFUL SCHOOLS.**

It acknowledges that collaboration is necessary for school improvement and that teachers are clearly interested in the quality of education. However, the language *requires* discussions with the union representatives as opposed to "meeting and conferring" directly with the teachers. A common characteristic of highly successful schools is that they rely on *the teachers* and *the instructional leaders* to discuss ways to improve the quality of teaching and learning.

"Meeting and conferring" is an option to consider in contract language; it provides for management and union consultation during the term of the contract, providing for discussion of various perspectives while allowing management to retain their decision-making authority.

These examples of contract language support management flexibility, a hallmark of the professional association bargaining model. It is important to note, however, that the language is *only* as effective as the degree of management discretion retained in the balance of the collective bargaining agreement. In other words, school committees should be careful *not* to perpetuate the practice of bargaining away their authority or responsibilities.

By contrast, some contracts fail to support management flexibility. Below, for example, is language contained in the 2004-07 **Providence** teacher contract. It has 20 articles and the Management Clause is not presented until Article 18. The Management Clause states:

(18-1) Except as abridged or restricted by any provision in this Agreement or by applicable law, the Board shall have the exclusive right to supervise and control all of its departments, schools, and employees; to issue reasonable rules and regulations; and, to exercise any and all rights and authority granted to the Board as an employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Board agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Board may have under Rhode Island law.

This is an example of standard, boilerplate industrial-model language. It is not supportive of management flexibility in tone, detail, or location in the collective bargaining agreement. In other words, the concept of management discretion or considered judgment is conspicuous by its absence. Indeed, Article 18 states *twice* that all management rights are restricted by the provisions of the contract.



The Barrington contract provides “exercise of judgment or discretion” on the part of the school committee where the provisions of the contract allow for discretion, as stated above. The Providence contract makes no such allowance or consideration.

The following language is contained in the 2005-08 **Central Falls** teacher contract. Management-rights language is located in the “Preamble” section of the agreement, included with the union recognition language. Because of its importance to quality education, management-rights language should be represented in a separate clause and should stand alone.

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.

In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board the decision of the Board shall be final and binding if made in good faith, except where otherwise provided in this Agreement.

This language is another example of the collective bargaining process resulting in little to no management flexibility. The Central Falls contract is 82 pages long and details the minutiae of the duties and working conditions of teachers. Although there is reference to discretionary decision making by the school board, the language “if made in good faith” is destructive because it weakens the discretionary authority of the school committee. It is a matter of federal law that bargaining should be done “in good faith.” To insert language that implies the school committee may not be bargaining in good faith suggests that the union may be looking for ways to block any discretionary decision making on the part of the school committee.

The following language from **Central Falls** is illustrative of a factory-model contract, focused solely on union interest. It states in part:

(Article II, Section 4) **Agency Shop**

All members of the bargaining unit shall, subject to the provisions below, support the bargaining agent by signing the authorization voucher for payroll deduction as a condition of employment prior to the first day of actual employment.

The State Labor Relations Act guarantees that teacher unions receive dues payment. Therefore, why is this so forcefully restated in the Central Falls contract with the words, “as a condition of employment prior to the first day of actual employment?”

The lack of a true management clause and the tone and detail of the Agency Shop clause are not reflective of a collaborative contract. The Central Falls contract suppresses a learning-oriented climate and fails to reflect the professionalism of its teachers.

In highly successful schools, the teacher workday is *not limited* by the student day. The teacher workday extends well beyond instructional time, to allow for student engagement, advisories, professional collegial planning time, and faculty meetings. As we have shown with our previous examples (Providence-St. Mel, Adlai Stevenson High School, and the pilot schools in Boston), a longer teacher day is standard practice of faculty in highly successful schools. In such schools, teacher work hours that extend beyond an average six and one-half hours per day (the average teacher day obligated by Rhode Island contracts) are not considered “extra” hours.

The following excerpt from the 2006-09 **Barrington** contract provides an example of language that supports a longer teacher workday *and* flexibility in the teacher workday:

(Article 8) **Length of School Year – Day, Section 2 and 3** states in part:

The full-time teacher’s workday shall be seven (7) hours, to run consecutively. A teacher’s workday shall begin at the time he or she is required to report as aforesaid. Teachers shall be required to remain after the close of their work day as long as is reasonably necessary to fulfill their obligations relating to special help for students, parent conferences, faculty meetings, and such other duties as may be assigned by the principals.

Some Rhode Island contract language differences are quite stunning. Others are more nuanced in the areas governing the teacher workday and professional staff activities (planning time, professional development, etc.).

Consider the following clause regarding professional staff activities from the **Barrington** contract:

(Article 1, Section 17) The School Committee and Association agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the schools. The School Committee acknowledges that where activities of the foregoing nature are at variance with the terms of this Agreement, Association consent must be sought and obtained.

This language represents characteristics of highly successful schools. It acknowledges that *teachers* are crucial to school-improvement efforts, and it reflects the guidelines of the professional-association model (page 20) by sharing decision-making with the people who have classroom expertise. It prioritizes the professional activities of the staff over the provisions of the collective bargaining agreement with the words “where the activities of the foregoing nature are at variance.” This language pre-supposes that professional activity *is* taking place, unlike contract language that puts the *rules* of professional activities ahead of actual teacher engagement.

The language above is an excellent example of using the collective bargaining agreement as a tool to improve student achievement. Carefully constructed language, *less the minutiae*, provides the conditions and supports necessary for a rigorous teaching and learning environment.

The 2004-07 **Foster-Glocester** contract limits the teacher workday but suggests some flexibility:

(Article III, **Teaching Hours and Teaching Loads, Introduction**)

The Committee and the Association recognize and agree that the teachers’ responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

(Article III, **Work Day**, Section A.1) The length of the workday shall be no more than six and three quarter (6 3/4) consecutive hours. Teachers required to report earlier than fifteen (15) minutes before start of school shall be excused from the time after school.

► (Article III, **Work Day**, Section A.2) The School Committee may schedule classes outside of the normal school day provided the teacher accepts the assignment and

the Association has no objection. Terms and conditions of such assignments will be negotiated on a case-by-case basis.

This language provides for limited flexibility of the teachers' time at school and suggests that exceptions may be anticipated. Note the phrase "to the extent possible." This language is not ideal, but it suggests a way language may be used to more closely align with the characteristics of highly successful schools.

**The Education Partnership recommends that school committees and unions, in rewriting teacher contracts, avoid limiting the teachers' workday, and their professionalism, by narrowly defining work hours.** Negotiators should look at the Barrington contract as a model of flexibility.

Policymakers recognize that Rhode Island's children have been short-changed by state policy that has made the school day too short for effective education. In 2004, the Commissioner of Elementary and Secondary Education proposed a statewide policy change to increase the minimum school day for students to seven hours. As of January 2007, this regulation had not been implemented. As we have seen from the illustrations of contract language, the teachers' workday is bargained from the starting point of the *students'* day. A mandated policy change, to the length of the students' school day, forces bargaining over the length of the teachers' workday.

We are aware that some school districts may not support an extended teacher workday *only because* traditional bargaining over teachers' time *has* allowed increased costs to the school district. Teachers are professionals, and should put in the time necessary each day to do their job and serve the interests of students. **The Education Partnership believes that contract language must provide for flexibility in the teachers' workday *without* additional expense to the district.**

**STATE POLICYMAKERS SHOULD MAKE THE TEACHER WORKDAY AND WORK YEAR NON-PERMISSIVE TOPICS OF BARGAINING; SCHOOL DISTRICTS WOULD THEN BE MORE LIKELY TO ENGAGE IN BARGAINING THAT DOES UTILIZE THE CONTRACT AS A TOOL TO IMPROVE STUDENT ACHIEVEMENT.**

In The Education Partnership's view, school committees and teacher unions failed to establish contractually a teacher workday of sufficient length when collective bargaining agreements were first agreed upon in the 1960s. Those who care about students should ask:

- ▶ Why does Rhode Island maintain a teacher workday that is too short for collegial planning or professional development (without additional pay)?
- ▶ Why are we living by contracts that, while "negotiated in good faith," are not designed around a workday of sufficient length to prepare our students for the global education demands of the 21st century?

By reducing the scope of bargaining around "time," the teacher workday could be extended *without* the burden of added expense to school districts during the bargaining process. As Michael Retting, an education professor at James Madison University in Harrisburg, Va., observes:

Time matters. When you look at the research about what a school can do in terms of affecting student achievement, the number-one thing a school can do is to make sure the curriculum is aligned with the standards to be assessed; and, the second most

important thing in the research is time – how much is spent doing certain things and how well that time is used.<sup>21</sup>

One way to put students’ interests first would be for the state to step in. State policymakers could encourage local bargaining to incorporate the essential features of highly successful schools. For example, by making the teacher workday and work year non-permissive topics of bargaining, school districts will be more likely to engage in bargaining that *does* utilize the contract as a tool to improve student achievement.

The 2004-07 **Providence** contract is straightforward regarding the student and teacher workday:

(Article 8, **Working Conditions**, 8-5.5 and 8-5.6)

Effective the first day of 2005/2006 school years, the student day and the teacher workday at the elementary level shall be extended by 15 minutes. The 15-minute extension shall be added to the end of the student day as well as to the end of the teacher workday. Effective the first day of the 2005/2006 school years, the student day and the teacher workday at the middle school and the high school levels shall be extended by 10 minutes. The ten-minute extension shall be added to the end of the student day as well as to the end of the teacher workday.

This language means that the teacher work day at the elementary level is six hours and 15 minutes; and, at the middle and high school levels, six hours and 40 minutes. This may seem, at first blush, like a step toward the practices of highly successful schools. However, while a few minutes of time were added to the school day, the number of teacher workdays in the school year was *reduced* over the term of the contract. How can anyone pretend that this change really benefited *students*?

The 2003-06 **Cumberland** contract provides some flexibility for teachers to engage in extended time with students after their workday. The language is in the Teacher Schedules and Assignments Article II of the contract. It states in part:

(Section C. par. 4) The parties agree that teachers should make themselves available for the purpose of giving individual help to those students who request and need it.

Section C, paragraph 4 is imbedded in other contract language that stipulates that teachers are required to make themselves available to students *without additional compensation*. The language suggests that this time is limited to “approximately” one hour.

Although this is promising language because it acknowledges student need for greater instructional time, it falters by specifying that *the student* needs to request the additional time of the teacher. As we well know, some struggling students do not seek help on their own. More flexible language – more in keeping with the practices of highly successful schools – would allow teachers to initiate help for students.

In all Rhode Island teacher contracts, salaries are based on steps tied to seniority and educational degrees. That appears to strengthen union solidarity, but it bears little relation to what serves the interests of students.

Contract language that illustrates the standardization of pay solely on the basis of the job description itself (with no differentiation in position or performance), can be found in the **Johnston** school district’s “Tentative Agreement.”<sup>22</sup> Under Article XXXII and Article XXXV, Salary and Coaches and Extra-Curricular Personnel, the Tentative Agreement simply states:

<sup>21</sup> Jeff Archer, “Rhode Island Chief Seeks Longer School Day,” *Education Week* (January 28, 2004).

<sup>22</sup> The Johnston School District contract (2005 –2008) was not available at the time of this writing. The district made available the tentative agreement or “settlement agreement” that memorializes the changes bargained to later be incorporated into their expired contract.

Salary, increments, extra curriculars, coaches, class distributions, etc. under the contract shall be increased 3 percent in the first year, 3.5 percent in the second and third years of the contract.

Salaries increase in three ways:

- ▶ By the negotiated increase (as illustrated in Johnston’s agreement);
- ▶ By years of service; and,
- ▶ By education degrees.

Additional compensation is awarded for changes in earned degrees of education. A teacher will earn a set amount for a bachelor’s degree, another amount for a master’s degree, and more still for a master’s degree plus instructional (coursework) hours or a doctorate degree. The traditional contract terminology used to differentiate a teacher’s educational attainment are “bachelor’s plus 30,” “master’s degree,” “master’s plus 30” or “master’s plus 45.”

In Rhode Island, beginning teachers receive a “step” increase for each year, up to 10 through 12 steps, in addition to separately stipulated increases they receive for the education degrees they earn. Moving up the steps while achieving additional education is often called “the step/lane schedule.”

The Education Partnership brings this information to the attention of the reader to illustrate that hearing that “teachers are

**CHART 1**

Contract Year	Annual Contract Increases	
	Step 1-10	Step 10
96/97	1.00%	2.75%
97/98	1.75%	3.50%
98/99	3.00%	3.00%
99/00	3.10%	3.10%
00/01	3.90%	3.90%
01/02	3.75%	3.75%
02/03	3.75%	3.75%
03/04	3.50%	3.50%
04/05	3.50%	3.50%
<b>9 yr Totals</b>	<b>30.70%</b>	<b>35.3%</b>
05/06	3.50%	3.50%

receiving only 2 percent or 3 percent or 3.5 percent per year” until the top step, tells only part of the story. **School committees and unions should illustrate the *total* increase that teachers receive as obligated by the contract—step increases, cost-of-living increases, and educational increases.**<sup>23</sup>

Chart 1 illustrates the negotiated annual cost-of-living increase that took place for each year of the terms of one teacher contract in Rhode Island.

Chart 2 illustrates the step-salary increase for the same period of time. This chart illustrates that teachers who have *less* than 10 years of teaching experience *also* receive additional salary increases each year until they reach 10 years of experience. This additional step increment represents an average of \$4,282.00 (10.1 percent) per year for each of the 10 years of step experience shown in the salary schedule, in this particular example.

In 1995, a teacher commencing his/her career with state certification (B.A. degree), but no experience, would have received \$26,675 in salary compensation. Ten years later, that teacher would earn \$69,490, an increase of over \$42,815 or 160.5 percent. As noted earlier, this represents a 10.1 percent average annual raise for that period.

Any teacher with less than 10 years of experience has received and/or will receive a raise of between *6.8 percent and 19.1*

<sup>23</sup>Notwithstanding other forms of compensation, such as longevity payments.

CHART 2

Example of Contract and STEP Raises for State Certified Teacher Starting in 1995				
School Year	Years of Experience	Base Salary	\$ Increase	% Increase
95/96	Starting Salary	\$26,675	—	—
96/97	1	\$31,440	\$4,765	17.9%
97/98	2	\$33,571	\$2,131	6.8%
98/99	3	\$36,234	\$2,663	7.9%
99/00	4	\$40,205	\$3,971	11.0%
00/01	5	\$43,452	\$3,247	8.1%
01/02	6	\$46,808	\$3,356	7.7%
02/03	7	\$50,544	\$3,736	8.0%
03/04	8	\$54,578	\$4,034	8.0%
04/05	9	\$58,358	\$3,780	6.9%
05/06	10	<b>\$69,490</b>	\$11,132	19.1%
		<b>Total Increase</b>	<b>\$42,815</b>	<b>160.5%</b>

percent per year until they have completed 10 years of service.

All teachers who had completed 10 years of service made a minimum of \$69,490 in 2005-06.

Without a doubt, excellent teachers *are* the most critical determinant of student achievement, and these teachers must be recruited and retained by offering competitive compensation.

**The Education Partnership believes, however, that professional compensation should be tied to student outcomes.** The present methods of determining teacher salaries, based solely on the length of service, does not provide a rational framework for accountability.

The net effect of the step-salary methodology is that it provides for significant annual raises regardless of school performance, regardless of ease of recruitment in the subject area, regardless of the “teaching challenge” represented by the particular facility to which the teacher is working, and essentially regardless of teacher evaluations.

We do not take issue with current levels of teacher compensation. In fact, in some cases, we believe that teachers should be earning more than current contracts provide. However, the step-salary method fails to allocate resources to recruit, retain, and reward the most effective, hard-working teachers.

**In *Restoring the Balance 2005* ([www.edpartnership.org](http://www.edpartnership.org)), The Education Partnership recommended components for a statewide step salary/performance program as a model for consideration.** We recommended a program that *does* incorporate performance evaluation<sup>24</sup> while still respecting seniority.

While we do not propose a specific means of evaluating teachers, there are experts in the field of evaluation who have designed materials and training programs that would be helpful across the state of Rhode Island. Our recommendation includes professional development for principals who may need support in creating and implementing an exemplary evaluation program.

**We continue to endorse our recommendation to revise RIGL § 16-13-6 (Seniority Protection) to state that the**

<sup>24</sup>See Appendix B for the evaluation program recommendation 2005.

**Commissioner of Elementary and Secondary Education establish seniority protection based on an evaluation program implemented by each school committee.**

The evaluation program would be modeled on three levels of performance:

- ▶ Master Teacher
- ▶ Pre-Master Teacher
- ▶ Basic Teacher

Under this plan, high-performing newer teachers (according to the evaluation process) could not be “bumped” out of their positions by lower-performing teachers with greater seniority. Classroom assignments would be based more on the quality of teacher than merely seniority. Under this plan, we hope, students would be served by high-quality teachers, and consistently poorly performing teachers would be encouraged to seek another line of work.

Vacancies would be claimed first from the pool of Master Teachers; secondly, from the pool of Pre-Master Teachers; and, finally, if the vacancy still existed, from the pool of Basic Teachers. Teachers performing poorly (evaluated below Basic) would not be permitted to “bump.”

The following are suggested provisions of a step salary/performance program:

- ▶ Salary schedules continue to be budgeted at the local/municipal level with assistance from state aid.
- ▶ To prevent wide discrepancies in salary from community to community, the state should implement a salary schedule based on 12 steps. Steps should be based not solely on seniority, but must include the evaluation of teachers. This should be implemented over a three-year period, the typical term of contracts, to give districts and the state time to adjust.
- ▶ A non-tenured teacher would be initially placed on the salary schedule according to Rhode Island General Law but would not be eligible for performance-based additional salary.
- ▶ A tenured teacher rated at the highest performance level would receive 120 percent of base salary step.
- ▶ A tenured teacher rated just below the highest level would receive 110 percent of base salary step.
- ▶ A tenured teacher evaluated at the basic level would receive a step salary increase.
- ▶ Any teacher evaluated below acceptable performance standards (as outlined in the evaluation program) would not be eligible for a step increase.<sup>25</sup>
- ▶ All additional stipends based on length of service or educational credits would not remain in place.

The Education Partnership continues to endorse the step salary/performance concept while acknowledging that there are numerous models from which to draw components for such a program.

A number of Rhode Island school districts are currently using evaluation programs that support and reinforce best practices of the teaching profession. We particularly acknowledge the good work in Exeter/West Greenwich,<sup>26</sup> Portsmouth, Barrington, Lincoln, and Coventry. These districts have adopted the state’s beginning professional teaching standards and have tied the standards to their teacher-evaluation program. Additionally, North Kingstown has traditionally maintained an exceptional-teacher evaluation program.

<sup>25</sup>See Appendix C for the statewide step salary/performance model 2005.

<sup>26</sup>The Rhode Island Board of Regents adopted the Beginning Professional Teaching Standards in 1995. Per the NEARI, Exeter/West Greenwich was one of the first districts to tie the evaluation program to the standards through the bargaining process. In 2005, the Board of Regents wrote and proposed the Professional Teaching Standards (not adopted to date); NEARI supports the proposed Professional Teaching Standards.

## OPPORTUNITIES FOUND AND OPPORTUNITIES MISSED: TEACHER CONTRACTS RENEGOTIATED IN 2006

The Education Partnership analyzed school district contracts that were renegotiated in Rhode Island in 2006. We looked for opportunities found and missed. Opportunities found, as we see it, are improvements in contract language that: reduce excessive adult entitlements that cost taxpayers enormous amounts and have little to do with students and allow teachers and managers more flexibility to bring the best practices of highly successful schools into their own schools. Opportunities missed include the failure of school districts to make such student-focused changes.

In particular, we looked at clauses of individual district contracts dealing with health insurance cost-share and buyback provisions, professional time, teacher evaluation, and professional development. (We also made note of school districts that simply extended their expiring contracts in 2006, often perpetuating practices that direct funding away from the needs of students.) We examined whether improvements have been achieved in educational accountability and cost-effective delivery of benefits. We were particularly interested in determining whether collective bargaining agreements are becoming more student-focused. Some of our findings are summarized here.

The 2006-09 **Chariho** contract (as in 2005-06) continued the practice of excluding 53 percent of their teaching staff from participating in cost sharing of health insurance. Contract language remains exempting teachers hired prior to 1996 from any obligation to share in the premium cost of their health insurance. If the pre-1996 hires had been required to pay even 10 percent of the cost of health insurance then the district would have realized an *additional* \$150,000 savings per year.

Teachers who were hired *after* 1996 contribute 20 percent toward their health insurance benefit according to the contract language. Even this contractual obligation was “softened,” however, since the 20 percent cost-share was applied to the premium only *after* the district contributed an additional \$520 toward family health costs and an additional \$260 toward individual coverage.

There are improvements to the “buyback” provision in this new contract – an opportunity found. Teachers still receive monetary compensation for waiving health and dental insurance. However, the aggregate payout was reduced by \$162 per participant by specifying the buyback amount of \$4,500 if there was a waiver of family coverage and \$2,000 if there was a waiver of individual coverage. Previously, the buyback was 50 percent of the premium for either individual or family coverage. The district remains obligated to an approximate buyback liability of \$276,500 per year. The public should *not* be misled into thinking that while some teachers pay 20 percent of their health insurance cost the district absorbs 80 percent of the insurance premium. In the case of Chariho, *the district is contributing approximately 93 percent toward the overall cost of health insurance.*

*Opportunities were also found by improving the language covering unassigned periods.* Teachers must receive permission from the school principal before leaving the school building during unassigned periods. Even better is the new language that states “unassigned periods shall be used for the purpose of fulfilling professional responsibilities.” Advisor-student periods were established at the secondary level – language that is supportive of meeting the needs of students.

The **Westerly** contract (2006-09) now requires *all* teachers to pay 10 percent toward the cost of the health and dental insurance. The expired contract did not require teachers hired prior to July 1, 2000, to pay anything toward the cost of insurance. Plan-design changes were made that included increasing the co-pay for hospital emergency use. That should help lower the cost to the district of one expensive area of insurance. Opportunity found! Unfortunately, the “buyback” provision, available to anyone who waives insurance coverage, includes employee participants with a second family member employed by the district. This means that a family can *receive* insurance coverage *and* a “buyback” payment – an opportunity missed!



On the plus side, the new contract has provided for increased teacher planning time – 10 minutes per week at the elementary level, and 40 minutes at the secondary level – in the first year of the contract. This increases to 80 minutes per week in the second and third years of the contract.

**Warwick** settled on a new contract (2003–09), in August 2006, after three years of working under the expired contract. Having reached an impasse, the teachers were on “work-to-rule,”<sup>27</sup> causing a lengthy period when field trips, open houses, and after school activities were brought to a halt. Settlement, finally reached, was a step in the right direction.

The new contract allows for retroactive pay increases during a period when teachers were not acting in the best interest of their students by fulfilling their professional responsibilities. An employee health insurance cost-share program was instituted for the first time – this was long overdue, but certainly a positive outcome. The cost-share amount, unfortunately, reflects little more than a “symbolic” move toward acceptance of shared cost responsibility for health insurance on the part of the teachers’ union and the teachers. With the spiraling costs of health insurance, an \$11-a-week payment (\$572 annual contribution) toward individual or family coverage does little to avert the school district’s huge liability. Design changes in the Healthmate plan include increasing co-pays for use of the emergency room to \$100 from \$25 and phasing out Classic Blue (a very expensive and outdated plan). Retirees must now contribute to their health insurance plan and the school district does not provide coverage for retirees over the age of 65.

Another opportunity found was the establishment of a joint administration-union committee to develop and recommend a new standards-based teacher evaluation tool. The best news will be if Warwick implements such a program soon.

The instructional schedule has been reconfigured to meet the state’s requirement of five and one-half hours per day (330 minutes). This schedule does not obligate teachers to remain more than precisely nine minutes after the students’ day ends. It is fair to ask: *Why are teachers and school committees bargaining over minutes in a day and force-fitting Rhode Island educational requirements into a schedule from a by-gone era?*

The **North Smithfield** contract (2006-09) maintains the 184- and 185-day teacher work year. Improvements were made, however, to the management of those days allotted for professional development. Prior to the new contract, teachers were not required to attend all of the scheduled professional development days, and the content of the professional development was not always aligned with the district’s goals. Now, two days of professional development in school year 2006-07 and three days (in each of the last two years of the contract) will be planned and scheduled by the school district and teachers are required to attend.

The length of the teachers’ workday is increased in the second and third year of the contract to seven consecutive hours. A longer teacher day may prove useful given the strong language focused on students: *“Each teacher as a professional dedicates himself to the complete development of his students. To this end, each teacher shall give needed assistance to his students after school hours when the teacher in consultation with the appropriate administrators feels that such a need exists.”* Opportunities found.

A number of changes were made to the contract provisions covering health insurance. The emergency room co-pay increases to \$100 and co-pays for office visits increase to \$15 in the last year of the contract. This is an opportunity found because many provisions of health insurance plans drive the cost of the insurance. If less liability falls to the insurance company (higher co-pays at the ER or doctor’s office) premium increases passed on to the school district may slow. The “buyback” waiver (referred to as the “Dual coverage” waiver in the contract) was reduced from a maximum payout of \$4,236 to \$3,000. Employee cost-

<sup>27</sup> *Teacher Contracts: Restoring the Balance*, 2006. See p. 40 for impasse and work-to-rule detail. [www.edpartnership.org](http://www.edpartnership.org).

share payments have been increased over the term of the contract: The cost-share for family health and dental coverage was \$1,000 annually. The change requires a cost-share of 10 percent of the cost of insurance to a maximum of \$1,300 in year one of the contract and increasing to \$1,400 in the second year (or 10 percent – whichever is less). By the third year of the contract the employee cost-share is simply 10 percent of the cost of the insurance. All opportunities found.

The **Pawtucket** school committee and the teachers union finally negotiated a new contract after extending their 2003 contract three times. The most recent contract extension is due to expire August 31, 2007. The new agreement is effective September 2007 through August 31, 2010. The agreement includes an employee cost-share for health insurance – a stipulation that was a point of contention through all of the contract extensions. A 5% cost share of the health insurance premium for family or individual coverage is in effect through the term of this agreement. This appears to be an opportunity found. Unfortunately the trade-off for the employee cost share is an *increase* to the “buyback” that employees receive for waiving coverage. The “buyback” has increased by \$1000.00, for a total of \$3000.00. Health insurance is the second largest expense of the school district. By controlling these costs while providing good and affordable insurance to teachers, Pawtucket could free up money to support *student* needs.

The contract contains expenses that have little to do with improving teaching and learning. For example, as a one-time bonus, a certified/licensed 15-year employee in the Pawtucket system, who is eligible to retire under the state system, is “entitled” to \$1,750. The contract also provides for “Termination and Compensation for Accumulated Sick Leave.” This entitles a certified/licensed person, upon termination, to receive 25 percent of the per diem substitute rate for each day accumulated in a termination bank. Days in excess of 150, without limitation, will be accumulated for termination compensation. It is interesting to note that the contract language referencing the termination bank dates back to 1953.

**The Education Partnership asks: *How do these perks help improve student achievement? It is time to completely rewrite teacher contracts to reflect the modern world. It is certainly startling to see references in a teacher contract to September 1953.***

**Coventry’s** contract expired August 31, 2006. There are a number of opportunities found. The new contract (2007-10), eliminated the duplication of stipends paid to teachers for National Board Certification *and* for multiple stipends for advanced degrees. A tax-sheltered annuity, available in the expired contract, was eliminated over the three-year term of the new contract. During the 2007-2008 year the annuity payment is reduced to \$900 (a reduction of approximately 50 percent); in 2008-2009 the annuity is reduced to \$700 per teacher, and in the last year the annuity payment is eliminated. There was a final trade-off: faculty members receive an additional \$500 increase in pay in the last year of the contract. The students’ day is reconfigured to meet the state mandate of a 5.5-hour instructional day. To get there, a new schedule is created eliminating study halls. The good news is that the schedule provides flexibility to increase student-teacher engagement and the flexibility to adjust for shorter and longer classes. Additionally, the teacher workday was extended by 40 minutes per week for mandatory common planning time beyond the student day of 6 3/4 hours. The teacher work year was reduced by one day to 186 days, but the student year was increased from 181 instructional days to 183 days. These changes represent additional time for teaching and learning – opportunities found.

The **Burrillville** contract expired August 31, 2006. The contract was modified and extended for one year through mediation. The extension agreement calls for continued bargaining for a new three-year agreement to run from September 2007 through August 2010. During the extension year, teacher STEP salaries increase by 2.65 percent in 2006-2007. Buyback payments equate to approximately 33 percent of the cost of insurance and are reduced effective August 31, 2007, to 31 percent. The agreement provides for a one-time, one-year-only retirement incentive payment of \$3,600 to teachers eligible for retirement who retire by June 2007. Further benefit increases during the extension year include increasing the maximum number of days

for temporary leaves of absence from two to three each school year.

The **Tiverton** contract (2003-06) was also extended for one year through August 30, 2007. A 3-percent increase to the STEP salary, an increase to the advanced-degree lanes, and longevity calculations were the only items stipulated for change during the extension period. The expired contract stipulates that teachers pay \$1,110 per year toward the cost of family health insurance and \$675 toward individual coverage.

*Such contract extensions raise a question: Are they being used as convenient tools to avoid implementing a health insurance cost-share, increasing the amount of the current cost-share and/or eliminating buybacks?*

The **Newport** contract was effective from 2001-04. A memorandum of agreement extended that contract through August 2005. The union and school committee reached agreement on a new contract through 2008. The district provided The Education Partnership with the settlement agreement outlining the modifications to the previous agreement. Basically, compensation issues were addressed, for example: longevity payments were increased and the health insurance cost share is 7 percent of the premium in 2006-07 and 10 percent of the premium in 2007-2008. There were *no major changes in the contract language. This bargaining practice does nothing to improve student outcome or bargain toward a professional-association model.*

The **Narragansett** (2006-09) contract reduced the number of days in a teacher's work year from 186 school days (2005-06) to 185 school days. The high-school teachers' workday was also reduced from six hours and 50 minutes to six hours and 32 minutes. The "professional periods" clause remained unchanged; during these non-teaching periods teachers may leave the school building by notifying the principal of the school. The language is interesting in that it claims an understanding that teachers will make every effort to use this time for professional endeavors but only allows the principal to "request" that a teacher remain in the building in the event of unusual circumstances. Opportunities lost. The Education Partnership has highlighted Chariho (the first district listed in this section), another NEARI represented school district, whose contract language provides better use of "professional time" or "unassigned periods."

Cost sharing of health insurance has been implemented – an opportunity found. The formula – 0.5 percent of base (STEP) salary in the first year of the contract and 1 percent of base salary in the second and third year of the contract – is (as in the case of Warwick's contract) "symbolic" of moving in the right direction. It does little to control the escalating cost of the insurance in school budgets. For example, a teacher on STEP 5 with a base salary of \$44,694 in 2006-2007 will pay a cost share of \$223.47 *for the year*. This is far less than what teachers pay in other states or what workers in the private sector generally pay.

The Education Partnership applauds school districts that have used contract negotiations as an opportunity to take steps to improve student achievement. Many of those districts have been identified throughout this report. But, many teacher contracts continue to perpetuate agreements that do little to create a flexible, rigorous, teaching and learning environment.

Negotiating for change is difficult, but change – to improve the quality of our public schools – is precisely what school committee members have said is their goal. The Education Partnership urges all school committees and teacher unions to bargain collaboratively and *rewrite* contracts that support the best practices of the teaching profession.

**THE EDUCATION PARTNERSHIP  
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AND TEACHER UNIONS TO BARGAIN  
COLLABORATIVELY TO *REWRITE*  
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PROFESSION.**

# THE EDUCATION PARTNERSHIP SURVEY OF RHODE ISLAND SCHOOL COMMITTEES: INCUMBENTS AND CHALLENGERS SPEAK

The Education Partnership has long suspected that tremendous support exists in Rhode Island – in both major political parties and in each community – for taking specific steps to improve our public schools. A new survey now bears that out.

In 2006, for the first time, The Education Partnership conducted a statewide opinion survey of school committee members and challengers to elected school committee positions across Rhode Island.

We were motivated to conduct this survey by the positive response we received from parents, teachers, administrators, and other educational interest groups to the two previously published *Restoring the Balance* reports. Those reports advanced a series of recommendations to improve local bargaining and reform state policy.

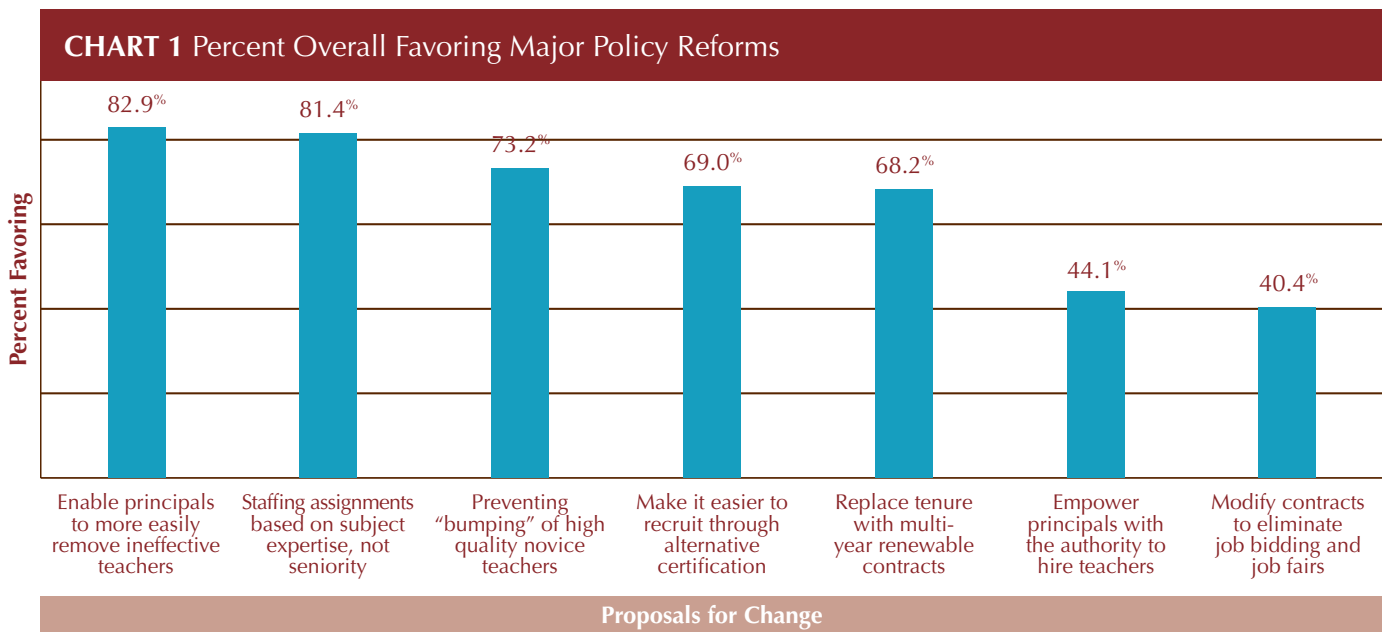
Many of the reports’ recommendations were incorporated as questions into the survey, which was sent to over 300 incumbent and prospective school committee members across Rhode Island. We were interested in their opinions of our policy recommendations.

The survey was anonymous, and two complete mailings were sent to all respondents to stimulate a higher response rate.<sup>28</sup> We received a 42 percent response. We were surprised by the remarkably consistent view of school committee preferences.

Regardless of political affiliation or school district demographics, we found that there was substantial common ground. Respondents strongly favored policies that would improve instructional accountability, provide for teacher assignments based upon expertise rather than seniority, and create a statewide move to increase the teacher workday to eight hours and the work year to 190 days. The bar graphs below highlight respondents’ support for selected Education Partnership recommendations.

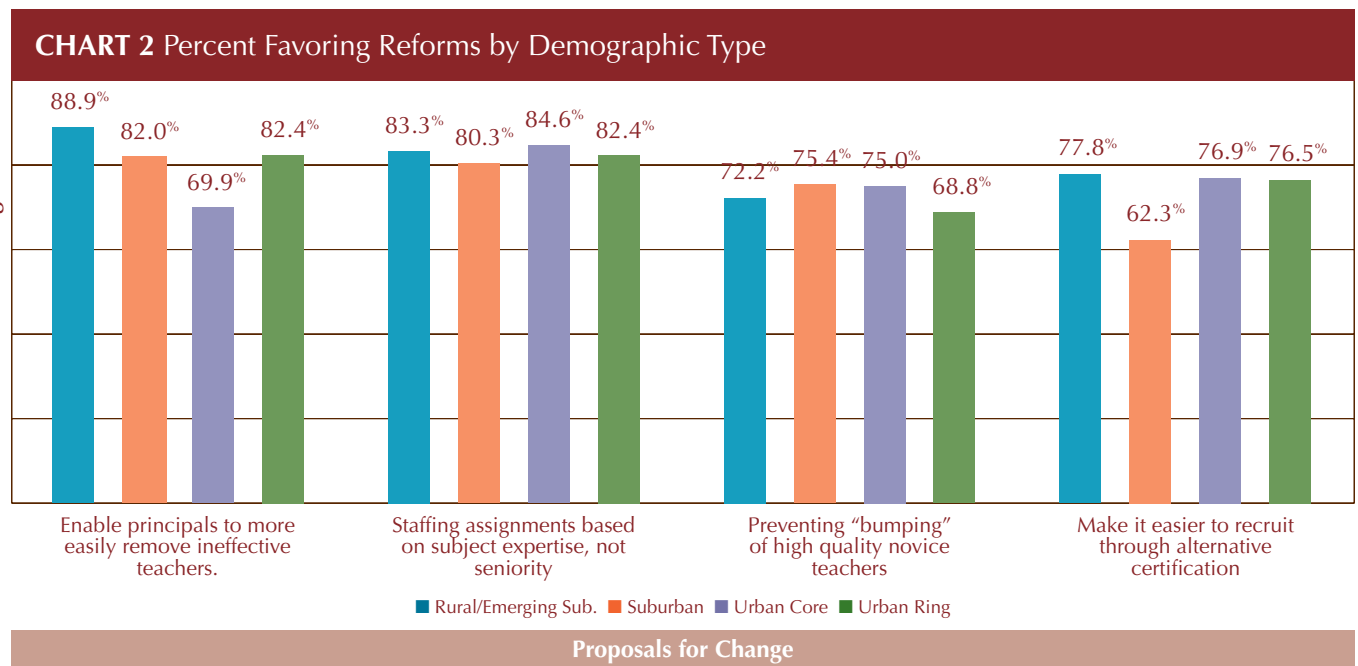
Chart 1, below, illustrates major proposals and policy recommendations ranked in order of support level. Note that support for the first five proposals was quite high, typically 70 percent or higher. Even more importantly, these views held up across the board, regardless of self-professed political affiliation or school-district demographics.

**POLICYMAKERS CAN BE CONFIDENT IN ADVANCING RECOMMENDATIONS FROM THE RESTORING THE BALANCE REPORTS KNOWING THERE IS TREMENDOUS SUPPORT FOR MAJOR EDUCATIONAL REFORM IN RHODE ISLAND.**

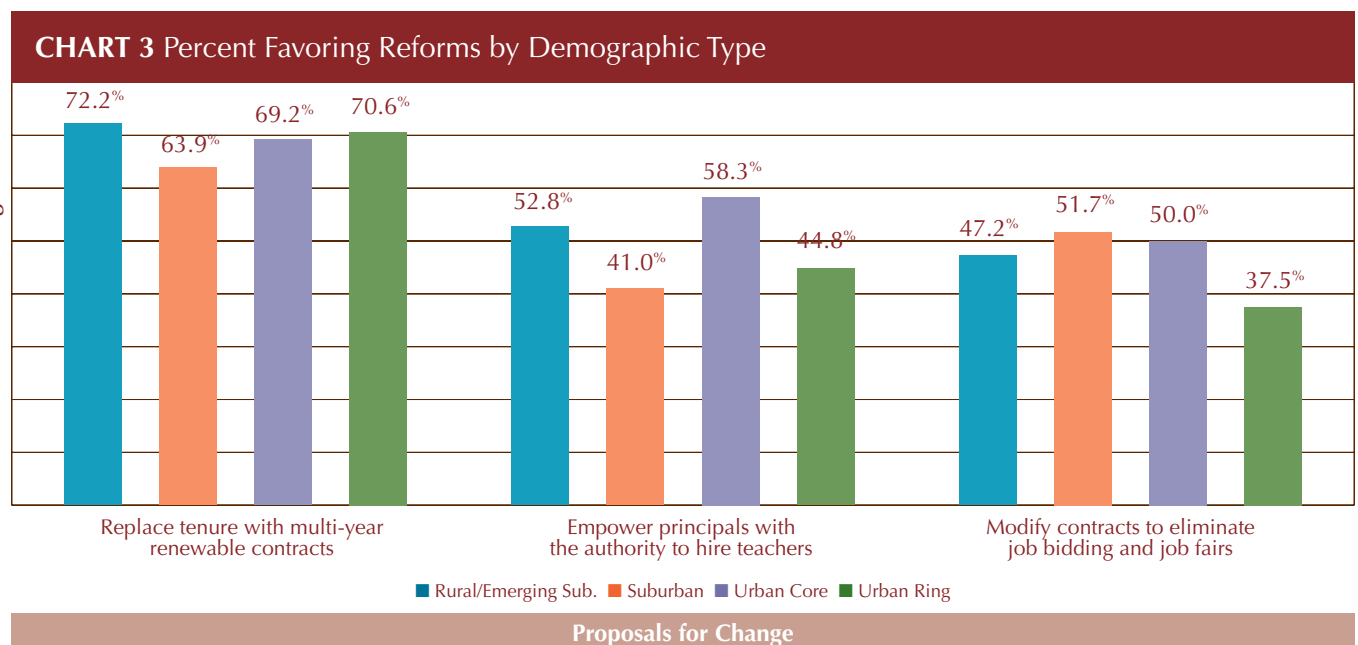


<sup>28</sup>Details of the survey demographics are available at [www.edpartnership.org](http://www.edpartnership.org).

Charts 2 and 3 show that support remained virtually unchanged among the four major district demographic types. In other words, support for reform was *not* limited to urban core or suburban districts. It prevails in the rural and emerging suburban districts as well.



In January 2007, The Education Partnership sent the executive summary of the survey and our Web site information for access to the full report to all Rhode Island legislators, school committee members, and superintendents. Legislators and school administrators should know that there is tremendous support for major educational reform in Rhode Island.



**The Education Partnership notes: Policymakers can be confident in advancing recommendations from this 2007 report knowing that they have the support of school committee members across Rhode Island.**

# CONCLUSION

The Education Partnership believes that *every* school in Rhode Island must institute the best practices of the teaching profession to create a rigorous teaching and learning environment for *all* students. In *Restoring the Balance, 2007* we have highlighted research on the best practices of highly successful schools. We have examined teacher contracts in Rhode Island school districts to determine if the contracts are focused on the preparation of our students for the needs that they will face in a global economy in the 21st Century. Unions should play a critical role in leading their teacher members in the direction of professional standards thereby reinventing the union as a professional association concerned with the quality and prestige of its members.

In the 2007 report, we have pointed out that the requirements of NCLB, in attempting to create school accountability and improved student outcomes, collide with the provisions of locally negotiated collective bargaining agreements.

The Education Partnership believes that any school that fails to win designation as a high-performing school, by NCLB or state standards, should be authorized to override provisions in the contract that may prevent the district from meeting the state or NCLB standards – i.e., teacher assignment by seniority, length of school day for students and teachers, and length of school year.

As a result of Rhode Island’s collective bargaining laws, all of the desirable practices of highly successful schools must be negotiated at the local level:

- ▶ Staffing assignment,
- ▶ Collegial planning,
- ▶ Faculty meetings, and,
- ▶ Instructional evaluation.

Unfortunately, the last 40-plus years of bargaining have resulted in contracts that do little to address the educational needs of our students – particularly in our urban districts.

The first step toward setting the stage for school improvement is to *rewrite the teacher contracts*. In this report, we have created a roadmap for school committees, superintendents, and teachers’ unions to compare and contrast language in districts across the state to rewrite language that is based upon a professional model concerned with the academic achievement of every student in the system.

The recommendations put forth by The Education Partnership in the 2007 report also draw from the 2005 and 2006 reports. The Education Partnership still believes that systemic improvement will only occur through changes to Rhode Island general law on collective bargaining. The Education Partnership knows from our school committee survey that there is tremendous support at the local level for statewide change. We urge local education policymakers to implore statewide change that will refocus our resources on improving outcomes for all of Rhode Island’s students.



# APPENDIX A: ELECTION TO WORK AGREEMENT FROM A BOSTON PILOT SCHOOL

## Election Agreement to Work at Boston Arts Academy

2005-2006

1. I, \_\_\_\_\_, am voluntarily electing to work at Boston Arts Academy Pilot School. I am signing this Election Agreement to indicate I understand and agree to the following terms and conditions of my employment.

The Boston Arts Academy Pilot School is supported by the Pilot Schools program described in the Collective Bargaining Agreement between the school committee of the City of Boston and the Boston Teachers Union ( the “BTU Contract”) and in the Pilot Schools Request for Proposals which is the document that established Pilot Schools in the Boston Public Schools. Employees of Pilot Schools are to receive salary and benefits as they would at any other Boston Public School, as specified in Article VIII, Compensation and Benefits, and Article III of the Paraprofessional Section of the BTU Contract for their members. Other terms and conditions of employment for BTU employees will be determined by the Boston Arts Academy Pilot School’s administration and the Boston Arts Academy Pilot School’s governing body, rather than by the BTU Contract.

While not attempting to be exhaustive, this Election states the more significant terms and conditions. These terms and working conditions will be subject to change from time to time as the Boston Arts Academy Pilot School may make changes to its program and schedule during the year. These changes will occur with prior notice by the Leadership Team and sufficient discussion in faculty meetings.

### 2. Salary, Benefits, Seniority and Membership in a Bargaining Unit

BTU Employees will continue to accrue seniority as they would if they were working elsewhere in the Boston Public Schools. Employees hired as teachers will receive the salary and benefits established in the BTU Contract, Article VIII. BTU Employees will be members of the appropriate Boston Teachers Union bargaining units. (Note: No seniority accrues until and unless a teacher is made permanent, and then seniority is retroactive.)

### 3. Terms of Employment

Work Day for Academic Years 2005-2006: 7:55a.m. to 4:00p.m., Monday through Thursday, and 7:55 a.m. to 3:30 p.m. on Friday. Twice a month, there is a grade level meeting until 5 p.m. There may also be different work schedules for some employees.

Employees will attend one Friday to Saturday retreat during the year, probably in January. Advance notice will be given. Employees will attend two evening family conferences throughout the school year. Employees will also work occasional additional time determined by each department to provide for student performance and presentation activities. It is also expected that all faculty members participate in weekly department meetings and these may extend after school.

#### **Work Year:**

##### Prior to School Year:

The leadership team, with the approval and input of staff, will determine the curriculum and planning workshop dates prior to school. For 2005-2006, these dates are the week of August 29 to September 2.

In 2005, employees will attend and take part in curriculum and professional development workshops and planning. At present, no commitment can be made on stipends for future summers, but efforts will be made to procure funds.

**Employees on Salary Plus 10%** will work four extra weeks per year, usually two weeks following the end of school, and two weeks before school begins.

Professional days may be scheduled on different days from the rest of BPS.

After School Year:

All employees will work two days after the end of the BPS year in June reviewing and evaluating year and completing activities.

All terms from the job description under “General description and goals,” “Responsibilities,” “Terms” and “Qualifications” are incorporated herein for the undersigned employee. This job description can be found on file in this office.

In addition, supplemental hours and tasks necessary to complete the mission of the Boston Arts Academy Pilot School may be required by prior notice of the Leadership Team and sufficient discussion in faculty meetings.

**4. Responsibilities**

All responsibilities from the job description under “General description and goals,” “Responsibilities,” “Terms” and “Qualifications” are incorporated herein for the undersigned employee.

**5. Performance Evaluation**

BTU Employees will be evaluated utilizing the standard BPS process (which is currently that provisionals are evaluated annually, and permanent teachers are evaluated every two years) and another process that may be developed by the Pilot School. In the next few years, the Pilot Schools may collaboratively develop a peer evaluation process. Ultimate responsibility for evaluations will rest with the Headmaster.

**6. Dispute Resolutions**

The Pilot School will use the Dispute Resolution Guidelines as set out in the BAA’s by-laws to resolve disputes where applicable.

**7. Excessing**

Permanent teachers may unilaterally excess themselves from the Boston Arts Academy Pilot School at the conclusion of the work year. Similarly, the Boston Arts Academy Pilot School may unilaterally excess permanent teachers, no later than the BPS deadline for the first excess pool, or at least in conjunction with publication of transfer list at the end of the work year. In the event of such excessing, permanent teachers will be placed on the system-wide excess list, subject to the terms and procedures in Part V.K of the BTU Contract.

**8. Dismissal**

All employees are subject to dismissal from BPS in accordance with existing law. Additionally, the contract for provisional teachers is limited to one school year of employment.

By signing this Election, I acknowledge that I have read all of its provisions, including the attached job description and dispute resolution guidelines incorporated herein, and that I agree to all terms and conditions of employment stated herein.

SIGNATURE:

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Date

Boston Arts Academy Headmaster: \_\_\_\_\_  
Linda Nathan



# APPENDIX B: STATEWIDE TEACHER EVALUATION STANDARDS AND SENIORITY MODEL

## Recommended Components of a Statewide Evaluation Program

Basic Components of a Statewide Evaluation Program:

### 1. Non- Tenured Teachers

**Rating Levels:** Basic Level Below Basic

Non-tenured teachers would be evaluated twice before January 15th of each school year and once between March 1st and May 15th. All evaluations would be placed in teachers' files and a record kept that the evaluations were completed.

Evaluations and observations would be completed on forms devised by the Rhode Island Department of Education (RIDE). Each evaluation would be the result of 3 classroom observations of 30 minutes or longer. Pre and post meetings between the teacher and evaluator would be required for each observation. Each written observation report will include a description of witnessed activities and prescription recommendations for improvements. Non-tenured teacher(s) may be terminated according to RIGL 16-13 (see index).

### 2. Tenured Teachers:

**Rating Levels:** Master Level Pre-Master Basic Below Basic

Tenured teachers would be evaluated normally once every 3 years. All evaluations would be placed in teachers' files and a record kept that the evaluations were completed.

Evaluations and observations would be completed on forms devised by RIDE. Each evaluation would be the result of 3 observations of 30 minutes or longer. Pre and post meetings between the teacher and evaluator would be required for each observation. Each written observation report will include description of witnessed activities and prescription recommendations for improvement.

Additional educational degrees, course work and improved teaching skill level should be one factor in determining a ranking of Pre-Master or Master level teaching.

Tenured teachers rated below Master ranking may request a new evaluation once per year.

Tenured teachers rated Below Basic will be evaluated on a continuous basis until a Basic level ranking is achieved. However, Tenured teachers rated Below Basic for two (2) consecutive evaluations following the initial ranking, in any given year, are subject to immediate termination according to RIGL 16-13 for incompetence. We recommend a termination decision under these circumstances shall have no recourse through the grievance procedure.

Evaluators would determine the order in which tenured teachers would be evaluated within the first 3 years of implementation of this program.

Serious consideration should be given to Peer Evaluation whereby teachers with a Master level ranking will participate in the evaluation process of his/her colleagues.

There are a variety of evaluation programs that provide benchmarks and evaluation models from which to determine Rhode Island's statewide program. We suggest utilizing Rhode Island Department of Education's "I-Plan", Charlotte

Danielson's *Enhancing Professional Practice: A Framework for Teaching*<sup>1</sup> and *The Skillful Leader*<sup>2</sup> by Alexander Platt, Caroline Tripp, Wayne Ogden, and Robert Fraser.

The statewide teacher evaluation standards may be presented as a menu of research based evaluation programs from which school districts must choose.

## Recommended Legislative Revisions for a Statewide Evaluation Program

Add the following language to RIGL §16-60-4(9)(ii) that addresses the Rhode Island Board of Regents Responsibility: *“To adopt standards and qualifications for the certification **and evaluation** of teachers and establish...”*

Add the following sentence to RIGL §16-1-5.2 that addresses the Duties of the Commissioner: *“**To develop and implement a statewide teacher evaluation program for all certifications.**”*

The Education Partnership expects that the Rhode Island Commissioner of Education will involve representatives from all educational constituent groups in the development of statewide teacher evaluation standards.

Based on these legislative changes the Rhode Island Department of Education (RIDE) would develop the evaluation process and associated forms, but the selection of the evaluation program and actual implementation would take place at the local school district level. *It is expected that the Commissioner would establish specific standards for each rating level that would act as a critical gatekeeper to maintain and increase teacher performance levels.* As an example, a pre-master level teacher should have as a minimum a master's degree in education. A master level teacher should have a Certificate of Advanced Graduate Study (CAGS), doctorate or national board certification.

The Education Partnership acknowledges that RIDE may currently not have the internal staffing capacity to fulfill this mandate and additional resources would need to be allocated.

## Recommended Legislative Revisions for Evaluation Based Seniority

RIGL §16-13-6 establishes teacher seniority based on length of service (last in first out). This law must be amended if teacher career decisions are to be based on performance.

Add the following language to RIGL §16-13-6: (revised) Seniority Protection (a) *“The K-12 Commissioner of Education shall establish **seniority protection for teachers based on a statewide evaluation program** that will be implemented by each school committee.”* (b) remains the same

We believe that the legislative revision must include the following components:

- ▶ Tenured teachers can only be “bumped” out of their position of record as a result of layoffs by a senior teacher of the same evaluation ranking or a higher ranking.
- ▶ New or vacated positions may only be claimed based on evaluation rating in the following order:
  1. Master Teacher
  2. Pre-Master Teacher
  3. Basic Teacher
- ▶ System seniority would only apply when 2 or more equally rated teachers apply for the same new or vacated position.
- ▶ Teachers rated below basic are not eligible to apply for a new or vacated position.

<sup>1</sup> Charlotte Danielson, among her other accomplishments, has designed materials and training programs for the National Board for Professional Teaching Standards; Information can be found at [www.chss.iup.edu](http://www.chss.iup.edu) and [www.campusi.com/isbn\\_0871202697.htm](http://www.campusi.com/isbn_0871202697.htm)

<sup>2</sup> “Provides policymakers, superintendents, principals, teachers, and others with a first-rate comprehensive guide to selecting, developing, supervising, and evaluating teachers to make sure that all students have quality instruction” – excerpt of quotes from readers. [www.rbteach.com/tsl.html](http://www.rbteach.com/tsl.html)

# APPENDIX C: STATEWIDE STEP SALARY AND PERFORMANCE PAY MODEL

## Recommended Legislative Revisions for a Statewide Salary/Evaluation Based Program

RIGL §16-7-29 currently requires a minimum salary schedule established by each community. This law will need extensive revision, if a performance based salary program on a statewide basis is to be designed and implemented.

We suggest this revised language:

*(a) (revised) “The Commissioner of K-12 Education shall establish a 12-step salary schedule and implement it over a three-year period. Such salary schedule will utilize equalized steps with statewide evaluation program based performance bonuses and shall be increased by an appropriate cost of living factor on an annual basis. Said schedule shall also be inclusive of all stipends for additional coursework, degrees, national certifications and longevity of service. The Commissioner will consult with all appropriate parties in the original establishment of said salary schedule. School Committees may continue to negotiate at the community level additional stipends for operational purposes such as departmental, house and/or grade line leadership as well as stipends for coaches, advisors and the like.”*

(b) Omitted

## A Model Performance Based Salary Schedule for Illustrative Purposes:

### A. Assumptions Used for this Model:

1. 2002-03 School Year
2. 13,871 Teachers<sup>1</sup>
3. Average active years in teaching per teacher – 32 years
4. The number of teachers is spread evenly through the 32 years
5. Based on FY’03 10-step statewide average salary schedule prepared by the Rhode Island Federation of Teachers and Health Professionals.

### B. Model Developed on the Following:

1. 12 equalized steps with steps 1-10 based upon years of teaching, step 11 based upon 15 years of teaching and step 12 based on 20 years of teaching.
2. 3 Salary levels based on performance.
3. 70% of Teachers placed on Basic Teacher Schedule.
4. 20% of Teachers placed on Pre-Master Teacher Schedule.

<sup>1</sup> State of Rhode Island report “Cost Benefit Analysis of Statewide Teacher Contracts”

5. 10% of Teachers placed on Master Teacher Schedule.
6. Non-tenured teachers are not eligible for performance based schedules
7. The Pre-Master Schedule is 10% higher and the Master Schedule is 20% higher than the Basic Schedule.
8. Schedules are inclusive of all stipends for additional coursework, degrees and longevity.
9. Yearly salary step schedule increases would be based upon an appropriate CPI index.

C. Statewide Performance Based Sample Salary Schedule

SAMPLE SCHEDULES			
Step	Basic	Pre-Master	Master
1	32,720		
2	35,168		
3	37,616		
4	40,064	44,070	48,477
5	42,512	46,763	51,440
6	44,960	49,456	54,402
7	47,408	52,149	57,364
8	49,856	54,842	60,326
9	52,304	57,534	63,288
10 (10-14)	54,752	60,277	66,250
11 (15-19)	57,200	62,920	69,212
12 (20-32)	59,650	65,615	72,176

D. Costs of Model:

1. The Education Partnership’s sample statewide 2002-03 average of the current **10 step** experienced teacher salary cost based exclusively on length of school year, number of teachers and average active years is approximately **\$760,123,865**.
2. The Education Partnership’s sample statewide 2002-03 **step and performance based salary** cost based upon assumptions and modifications would change the amount to **\$773,296,156**.
3. **Actual** 2002-03 cost of Statewide Teacher salaries including stipends, retirement costs and other associated costs according to In\$ite<sup>2</sup> – paid by Rhode Island taxpayers – was in excess of **\$802,094,562**.

<sup>2</sup> In\$ite can be viewed at [www.ride.ri.gov/Finance/ride\\_insight](http://www.ride.ri.gov/Finance/ride_insight). It is the finance analysis software, utilized by the Rhode Island Department of Education, for school district expenditures.

# APPENDIX D: RESTORING THE BALANCE 2005 AND 2006 RECOMMENDATIONS

## Why Factory Model Contracts Should Change

Factory model contracts are inconsistent with the reality of the professional teacher’s workday and work year. The contracts give the false impression that a professional teacher can complete his or her responsibilities within a six to six and a half hour day, on average. Each “job” a teacher performs is broken down; much like industrial piecework, in detail and each piece of the job is then utilized as bargaining chips by the teacher unions to increase overall compensation without accountability. Legitimate public concern over the increased cost of education, without accountability for performance, serves to undermine those teachers in our system that do a tremendous job of teaching our students.

Currently, education mandates that affect working conditions *must* be negotiated under the Teachers Arbitration Act. Rhode Island’s collective bargaining law does *not* identify *mandatory, permissive and non-permissive topics of negotiation*. Therefore, unions use many of the mandates as bargaining chips for additional wages and benefits, thereby increasing overall compensation packages while weakening managerial language in the contracts. **The Teachers Arbitration Act, RIGL §28-9.3-1(b) must be revised to identify permissive and non-permissive topics of bargaining.**

Some subjects of bargaining should be replaced with statewide policies that are *non-permissive topics of bargaining* such as: a longer teacher workday and work year, short and long-term sick leave policy, health insurance, a teacher evaluation program, a step-salary and evaluation based performance pay, and seniority protection based on the evaluation program.

## The Education Partnership recommends the following legislative changes

- ▶ **Redefine Scope and Focus of Teacher Collective Bargaining:** The Teachers Arbitration Act currently provides bargaining on a collective basis with school committees “*covering hours, salary, working conditions, and other terms of professional employment...*” RIGL §28-9.3-1(b) must be revised to redefine the scope of teacher negotiations.<sup>1</sup> This is critical if we are to change the focus and scope of collective bargaining for teachers in Rhode Island and create the framework to allow for “Thin Contracts”.
  - ▶ “Thin” contracts provide that major items such as salary, teacher work day/year, teacher evaluation, and benefits should be decided at the state level, leaving to local districts the negotiation of some operational stipends and working conditions.
  - ▶ Education mandates and regulations that stipulate professional development and teacher certification requirements should be identified as *non-permissive topics of bargaining*. The Education Partnership specifically recommends that professional development mandates become part of teacher certification requirements.
- ▶ **Statewide Sick Leave Policy:** A standard, statewide 10-day short-term sick leave policy should be put in place<sup>2</sup>. All teachers should participate in the state Temporary Disability Insurance (TDI) program.

<sup>1</sup> Other states have legislated mandatory, permissive and non-permissive topics of bargaining. Collective bargaining laws impact the bargaining process in a variety of ways from defining the scope of bargaining to the role of seniority. See [www.ecs.org](http://www.ecs.org) for State collective Bargaining Policies for Teachers.

<sup>2</sup> Standard sick leave policy for teachers is not unique. The states of Vermont and Tennessee removed sick leave from the scope of district bargaining by enacting statutes that define sick leave.

- ▶ **Define Teacher workday and work year:** The teacher workday should be established as eight (8) hours and the teacher work year as a minimum of one hundred and ninety (190) days.
- ▶ **Statewide Teacher Evaluation Standards:** The Education Partnership recommends implementing a statewide teacher evaluation program.
  - ▶ Add the following language to RIGL §16-60-4(9)(ii) addressing the Rhode Island Board of Regents Responsibility: *“To adopt standards and qualifications for the certification **and evaluation** of teachers and establish...”*
  - ▶ Add the following sentence to RIGL §16-1-5.2 that addresses the Duties of the Commissioner: *“**To develop and implement a statewide teacher evaluation program for all certifications.**”*
  - ▶ It is recommended that the Commissioner would *establish specific standards for each rating level that would act as a critical gatekeeper to maintain and increase teacher performance levels.* As an example, a pre-master level teacher should have as a minimum a master’s degree in education. A master-level teacher should have a Certificate of Advanced Graduate Study (CAGS), doctorate or national board certification.
- ▶ **Statewide Step-Salary Schedule and Evaluation-Based Performance Pay:** RIGL §16-7-29(a) requires a minimum salary schedule established by each community. This law will need extensive revision, if a performance based salary program on a statewide basis is to be designed and implemented.

Revised Language:

*“The Commissioner of K-12 Education shall establish a 12-step salary schedule and implement it over a three-year period. Such salary schedule will utilize equalized steps with statewide evaluation program based performance bonuses and shall be increased by an appropriate CPI index on an annual basis. Said schedule shall also be inclusive of all stipends for additional coursework, degrees, national certifications and longevity of service. The Commissioner will consult with all appropriate parties in the original establishment of said salary schedule. School Committees may continue to negotiate at the community level additional stipends for operational purposes such as departmental, house and/or grade line leadership as well as stipends for coaches, advisors and the like.”*

- ▶ **Seniority Protection based on Statewide Evaluation Program:** RIGL §16-13-6 establishes teacher seniority based on length of service (last in first out). This law must be amended if teacher career decisions are to be based on performance.

Revised Language:

- ▶ *RIGL §16-13-6 Seniority Protection – (a) “The K-12 Commissioner of Education shall establish seniority protection for teachers based on a statewide evaluation program that will be implemented by each school committee.”*

Legislative revisions must include the following components:

- ▶ Tenured teachers can only be “bumped” out of their position of record as a result of layoffs by a senior teacher of the same evaluation ranking or a higher ranking. New or vacated positions may only be claimed based on evaluation rating in the following order: 1. Master Teacher 2. Pre-Master Teacher 3. Basic Teacher. A teacher ranked at a below basic level would not be permitted to bump out of their position of record.

- ▶ **Statewide Health Insurance:** The Education Partnership believes that Rhode Island’s goal should be one statewide program. We recommend the establishment of a statewide health care trust for school districts. In [Alabama](#), [Maine](#), [Montana](#), and [Pennsylvania](#), independent trusts have been established to purchase health benefits exclusively for education employees.
    - ▶ If a health care trust is not implemented, the responsibility for health benefits should become the total responsibility of the Rhode Island Education Collaborative System. RIGL §§16-3.1-9, 16-3.1-9.1, 16-3.1-10 and 16-3.1-11 need to be revised to allow the Regional Collaborative the legal authority to establish rules and regulations to govern health benefits that are presently the responsibilities of individual Rhode Island school committees. Within this legislative authority, every three years each Collaborative would be required to consult with the educational bargaining agents and non-union employees’ representatives within their assigned region to establish a *generic health benefit package for all bargaining unit members. The Collaborative would have the right to make final decisions as to the specific plan.* The actual cost of a school district’s health benefits would be the responsibility of the individual community.
- In [Kentucky](#) and [New Jersey](#), education employees have been folded into a larger state employee purchasing pool.
- ▶ The Education Partnership recommends that all school districts be required to purchase health insurance through the state plan if participation would mean lower health costs.

## The Education Partnership also recommends the following changes:

**Post-employment health insurance benefits are not sustainable.** Benefits that may bankrupt communities are ultimately in no one’s interest. The Education Partnership recommends that legislators pass a bill that phases out post-retirement health insurance benefits for all state employees.

**Adopt a new governance model for school committees in Rhode Island:** Improving our schools will require school committee members to reorient their efforts, particularly during contract negotiations, to the needs of students. The overriding management principle and management right of public school employers be specifically bound by a regulation that states: every collective bargaining decision and school policy *must support the allocation of school resources for greater student achievement.*

**Revise the Rhode Island Department of Education’s (RIDE) requirements for teachers to attain highly qualified status:** Research has demonstrated the primary importance of individual teachers’ effect on students’ academic achievement. The Education Partnership believes that the *rigor of RIDE’s requirements* for teachers to attain highly qualified status needs improvement. All requirements must be tightly aligned to core content knowledge of teaching assignment.

*Restoring the Balance, 2005* stated that *legislative revisions must be made if we are to ensure that we have the right teacher in the right classroom.* This is why The Education Partnership recommends seniority protection based on statewide evaluation standards. The Rhode Island Department of Education should support local school districts by requiring teacher certification include rigorous core content knowledge to be considered “highly qualified” to teach by classroom assignment.

**Locally, school districts can make changes to improve the quality of teaching by:** Negotiate contract language by including language in job fair clauses and related contractual sections that *requires documentation* of being “highly qualified” *to teach the class and subject matter* that is bid upon or the class that a teacher may voluntarily or involuntarily be assigned. Additionally, if not already in place, an administrative system of documented accountability for the “highly qualified” status of each teacher in each classroom should be in place, in every school building.

**School Districts can lead the way with the formation of pilot schools:** The Education Partnership continues to endorse our 2005 recommendation of working toward *thin* contracts, contracts that do not spell out every detail of school activity, leaving it to managers and teachers to use their professional judgment.

However, pilot school agreements offer a way to collectively bargain thin contracts on the *school* level. The Education Partnership recommends that each school district and union representative negotiate a clause in the teacher contract that allows individual schools within each district to create their own thin contract or election-to-work agreement. Through this contract clause, each school would be free to create a working agreement whereby the teachers remain union members, are covered under the negotiated base salary, and accrue seniority; however, the school retains the right to determine the number of school days (to not less than the Rhode Island education laws) and the freedom to specify teacher responsibilities and the teacher work day and year, with district support. Schools would have the flexibility to manage the evaluation procedure and the freedom to compensate teachers in response to market-driven conditions. The “pride of ownership” created by this approach creates a foundation of excellence and builds a culture based on fulfilling student’s needs.

**Implement the Standard Chart of Accounts:** The Education Partnership believes that our common goal should be to determine if public education spending in Rhode Island is appropriate in support of teaching and learning and critical in the formulation of an education funding formula:

- ▶ Establish a Standard Chart of Accounts with unambiguous definitions of all budget line items that are mandated in all school districts;
- ▶ Develop or purchase computer software to implement the mandated Standard Chart of Accounts;
- ▶ Provide consistent training for appropriate personnel to implement the program in every school district;
- ▶ Provide the Auditor General with the authority, and funding, to oversee implementation of the necessary technology; and,
- ▶ Require school districts to annually submit a statement from their school district external auditor, that they are using the implemented Standard Chart of Accounts under RIGL §16-2-9.4.

**Impasse:** *There must be a mechanism to bring the collective bargaining process to an end* when the negotiation process fails. During impasse, unions may advise their members to “work-to-rule”, meaning that teachers perform only the jobs obligated by the contract. Students, and parents, receive the clear message that contracts take priority over student interests. The Education Partnership recommends that the Office of the Governor have the ultimate responsibility as chief arbitrator when impasse occurs in a school district.



## APPENDIX E: *RESTORING THE BALANCE 2007* RECOMMENDATIONS

Shaping local bargaining through state collective bargaining policy and law represents an opportunity for state policymakers to create the conditions *necessary* to promote and improve student achievement as a statewide goal and to meet the goals of NCLB.

**Reduce the Scope of Collective Bargaining:** The Teachers Arbitration Act, RIGL §28-9.3-1(b) should be revised to identify permissive and non-permissive topics of bargaining. The Education Partnership continues to endorse our recommendations made in 2005 and 2006.<sup>1</sup>

Revisions:

- ▶ Board of Regents may assist under-performing (or failing) schools or districts by superceding local collective bargaining agreements if those agreements impede the school(s) from meeting the state’s educational regulations designed to improve student achievement.
- ▶ Once a school district has selected an evaluation program that meets state standards, then that program cannot be weakened through negotiation modifications.
- ▶ Require school districts to determine the highly qualified status of a teacher to be based on subject matter expertise and performance evaluations.

**NCLB:** The Education Partnership recommends that state collective bargaining law allow the Rhode Island Department of Education, in cooperation with local school committees, to supercede stipulations in collective bargaining agreements that impede schools from meeting the goals of NCLB and the state – particularly in under performing schools.

**Pilot Schools:** We continue to endorse the creation of pilot schools, granting individual public schools the opportunity to function with autonomy over budgets, hiring, teacher assignment and curriculum.

**Statewide Step Salary and Performance Program:** The Education Partnership recommends that professional compensation should be tied to student outcomes<sup>2</sup>. The present method of determining teacher salaries, based solely on length of service, does not provide a rational framework for accountability.

**Seniority Protection:** We continue to endorse revising RIGL §16-13-6 to establish seniority protection based on a teacher evaluation program implemented at the local level.<sup>3</sup>

**Fiscal Notes to Contracts:** The Education Partnership recommends that school committees provide the total “cost of contract,” for each year of the term of a contract, to the town or city council thirty days prior to final ratification. School committees and unions should illustrate the *total* increase that teachers receive as obligated by the contract – step increases, cost-of- living increases and educational increases.

**Professional Model of Bargaining:** The professional association model of bargaining<sup>4</sup> teacher contracts stands in stark contrast to Rhode Island’s traditional factory model contract. The Education Partnership recommends bargaining approaches

<sup>1</sup> See Appendix D.

<sup>2</sup> See Appendix C.

<sup>3</sup> See Appendix B.

<sup>4</sup> The Professional Model of Bargaining is on page 20 of the 2007 *Restoring the Balance* report.

based upon the professional model – negotiating outcomes that are student centered, and more likely to characterize the best practices found in highly successful schools.

**Rewrite the Teacher Contracts:** Student engagement and quality instruction, in schools with teacher contracts that provide the opportunity for flexibility and professional autonomy, set the stage to create a school culture that drives rigorous teaching and learning. The Education Partnership recommends that school committees and teacher unions rewrite the contracts to align with the best practices of highly successful schools.

- ▶ Avoid limiting the teachers' workday, and their professionalism, by narrowly defining work hours. The language must provide flexibility in the teachers' workday *without* additional expense to the district.
- ▶ Create contract language that ties teacher evaluation to the Beginning Professional Teaching Standards and the Professional Teaching Standards.

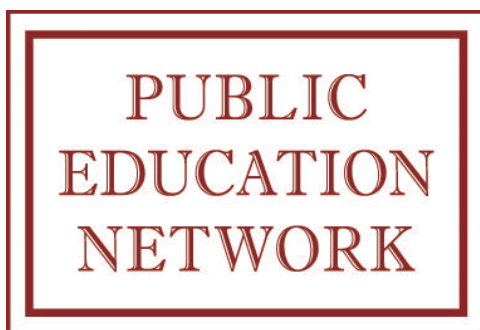
School districts *can* use the teacher contracts as a tool to improve student achievement – particularly in the urban school districts. We recommend that contract language focus on student achievement by including educational practices that:

- ▶ Provide scheduling flexibility of the teacher workday.
- ▶ Make it less onerous to fill vacancies, without the mandates of strict seniority.
- ▶ Retain the most highly qualified teachers regardless of length of service.
- ▶ Assign high quality teachers to the schools and classrooms where they are needed most.
- ▶ Provide routine oversight of instruction and evaluation of classroom practices.
- ▶ Demand a school/district culture of high student expectation.

*Our national affiliates:*



Business Roundtable



*The Education Partnership's Mission:*

*To increase academic achievement in all public schools  
through improved leadership and governing policies at the state and local level*

The Education Partnership

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