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Partnership**

*today's students  
tomorrow's leaders*

TEACHER CONTRACTS:  
RESTORING THE BALANCE

MARCH 2005

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## PREFACE

In the spring of 2004, The Education Partnership broadened the scope of its work by encouraging students to take harder courses and to complete more math and science classes. Nay Sayers told us that helping high school students this way was impossible, because their school day was too short to accommodate four years of math and three years of science (along with four years of English and three years of a foreign language). They told us that teacher contracts rigidly ruled the student school day and the teacher workday, and the school day could not be lengthened unless taxpayers contributed huge amounts of additional funding. As we discussed a longer school day with school administrators and teachers, we heard repeatedly of the inflexibility of teacher contracts, and that these contracts failed to focus on the success of our children.

Several years ago, The Education Partnership published a report on health care for school district employees and the concept of creating a statewide health care trust. We did so not to lower the benefits of teachers and school district employees but rather to find an alternative method of providing high quality health care at an affordable cost to taxpayers who have seen school budgets skyrocket to cover health care costs. Taxpayers are now shouldering staggering health care costs as union negotiators stalwartly defend zero-percent cost sharing and the right to name the school district insurance carrier.

In our work with principals and superintendents – and teachers – across the Ocean State we have heard over and over the lament “well, the contracts say...” or “the contracts won’t let us do that because...” or “you’ll never get the union to agree to...” And it dawned on us: What do these contracts actually say that so terribly limits state and local attempts to improve public education?

We have spent the last 10 months analyzing teacher contracts and have found that they focus on adult entitlement to a stunning degree; they are not about children, accountability and improvement of our public education system. Rhode Island spends an enormous amount of money, each and every year, on the education of our public school students. School-district leaders annually lament the governor is “cutting the budget” and complain about lacking the money to retain art and music teachers. In truth, communities have choices about where to spend their money. **We challenge each and every citizen in Rhode Island to closely examine his or her school district teacher contract to see where the funding is deployed.**

The money is there, but it is being spent excessively on adult entitlements. Contracts that approach nearly 100 pages are filled with the micromanagement of teachers, limitations to instructional time, generous paid time off, incredible health and retirement packages, teacher transfer and assignment rights, limits to evaluation of teachers and numerous other stipulations. These handicap the ability of teachers to perform as professionals and serve their students, and the authority of administrators to get the most out of the public’s education dollars.

**This report is a critique of teacher contracts – it is not a critique of teachers, who greatly deserve the public’s support.**

This report is an analysis of teachers’ contracts, and specifically those areas that serve as roadblocks to quality education. We offer specific recommendations for policymakers about how to change contracts and state law to improve classroom education and empower teachers to do their jobs better. Teachers should not be hourly semi-skilled workers governed by “factory model” contracts. Their noble profession, and public education, suffers when they are treated as such.

Similarly, principals should be given the authority and autonomy to govern their schools. Principals should work with the teacher leaders in their schools to create instructional teams and to design school goals without the severe interference now present through contract language.

We hope school committee members will use this report's specific recommendations and model contract language to craft contracts that better serve the teachers, students and taxpayers in their communities. We also make specific recommendations for legislation that would help Rhode Island's leaders achieve their stated goal of improving public education. Changing collective bargaining in Rhode Island must be a cooperative effort, and the interests of children should be the focus of the public discussion about doing that. We hope that this report serves to stimulate that very important conversation.

On behalf of the public school students of Rhode Island, it is time to restore the balance.

Valerie Forti

President, The Education Partnership

## Acknowledgements

"Teacher Contracts: Restoring the Balance" was a 10-month team effort by The Education Partnership. Lisa Blais undertook the research and analysis of district contracts. She and Education Partnership President Valerie Forti did much of the writing. Senior staff of The Education Partnership also participated. The firm of B&E Consulting, LLC did budget analysis and helped develop the policy recommendations. Policymakers, academics, superintendents and union members have offered their insights. Ron Wolk, founding editor of *Education Week* and *Teacher Magazine*, kindly edited the report, helped organize the material and provided many helpful suggestions about the manuscript.

# EXECUTIVE SUMMARY

In the spring of 2004, The Education Partnership broadened the scope of its statewide program work by undertaking research into the way union contracts affect the quality of our education system. In our program work with principals, superintendents, school committee members – *and teachers* – across the Ocean State, we have heard over and over the lament, “well, the contracts say...” or “the contracts won’t let us do that because...” or “you’ll never get the union to agree to...”. We have heard repeatedly of the inflexibility of teacher contracts and that these contracts fail to focus on the success of our children. And it dawned on us: What do these contracts actually say that so terribly limits state and local attempts to improve public education?

**Teacher Contracts: Restoring The Balance** is the first report of its kind to study the impact that teacher collective bargaining agreements have on the delivery of public education in Rhode Island. The general public is rarely aware of the role that collective bargaining plays in education. Most taxpayers are typically unaware of what is negotiated by union representatives and school committees and probably assume that the education dollar is being spent to improve learning. Growing concern about school funding nationally and in Rhode Island may soon change that.

***Although this report is a critique of the scope of teacher bargaining and teacher contracts in Rhode Island, – it is not a critique of teachers. Our teachers greatly deserve the public’s support.*** The Education Partnership values the unique contribution that teachers make and appreciates their heartfelt and sometimes heroic efforts to become and remain good teachers.

The Education Partnership is issuing this report in the hope of raising public awareness, to facilitate a constructive dialogue across the State of Rhode Island, and to change the focus and scope of collective bargaining in public education. We hope this report will lead to action that is fair and effective. That means we must not confuse the content of union contracts with the quality and dedication of teachers, and we must put the interest of our children first.

**Teacher Contracts: Restoring the Balance** is based on 10 months of research into collective bargaining in education nationally and a detailed analysis of collective bargaining agreements in 10<sup>1</sup> of Rhode Island’s 36 school districts. The Education Partnership’s analysis examines contract language relating to management rights, grievance procedures, sick leave, union leaves, professional development, and working conditions. It offers negotiable alternatives within each area and recommendations for legislative change. The report analyzes the four major elements of teacher contracts: teacher evaluation, salary, seniority, and health insurance – and makes specific recommendations for changes in legislation affecting each area.

The purpose of this report is not to portray unions as villains. The job of union negotiators is to defend and advance the economic interests of their members. School committees are charged with representing the interests of the district and the taxpayers. Unfortunately, these conflicting agendas, more often than not, have resulted in labor agreements about excessive adult entitlements and allocation of dollars, and have little to do with improving education.

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<sup>1</sup> A list of the school district contracts and specific recommendations appears in the Appendix of the report.

This is The Education Partnership's first report on how contracts affect our public schools. We plan to continue our research on contracts in Rhode Island, to look for model contracts in the Ocean State and also in other states, and to publish our findings in future reports.

Our analyses led us to three broad conclusions:

1. **Teacher union contracts restrict flexibility and school autonomy.**
2. **Many of the clauses in the contracts drive up the cost of education without improving quality.**
3. **Teacher unions have used the bargaining process to entrench the role of the union in the contracts, weakening management rights.**

Rhode Island contracts that approach nearly 100 pages are filled with the micromanagement of teachers, limitations to instructional time, generous paid time-off, incredible health and retirement packages, teacher transfer and assignment rights, limits to evaluation of teachers and numerous other stipulations. Many of these contract mandates limit the ability of teachers to perform as professionals and serve their students, and the authority of administrators to get the most out of the public's education dollars.

Our challenge now, and the challenge of this report, is to change our collective bargaining practices. We need to create a public forum where these issues can be examined and discussed candidly and solved in a spirit of good will and common interest. Vigorous and respectful public discussion of public issues serves the common good, including the education and welfare of children.

## Policy Recommendations

The Education Partnership endorses:

- **“Thin” contracts that provide for major items such as salary, teacher work day/year, teacher evaluation, and benefits to be decided at the state level, leaving to local districts the negotiation of some operational stipends and working conditions.**
- **School leaders having the autonomy to make decisions about how school funding is spent, who is hired and retained, how the curriculum is organized and taught, and collaborative time spent to achieve the greatest improvement in student performance.**
- **Schools’ ability to make decisions based on the specific needs of their students. We believe that the unions should abandon factory model bargaining and negotiate contracts that respect the teachers enough to believe they will make responsible, educationally sound decisions.<sup>2</sup>**
- **Revising state laws to allow for progressive teacher bargaining that does not lose sight of the goals of the public education system. Specifically, the Teachers Arbitration Act (RIGL §28-9.3-1[b]) must be revised to redefine the scope of teacher negotiations.<sup>3</sup>**

<sup>2</sup>The Association of American Educators, [www.aaeteachers.org](http://www.aaeteachers.org), is a professional organization that in its words “envison[s] education where professional teachers will be free to control their own future and make their own decisions about use of time, resources and methodologies.”

<sup>3</sup>Other states have legislated mandatory, permissive and non-permissive topics of bargaining. Collective bargaining results in legal binding documents that directly affect school funding. See [www.ecs.org](http://www.ecs.org) for State Collective Bargaining Policies for Teachers derived from the Education Commission of the States State/Note compiled by Carl Krueger, National Center on Governing America's Schools June 2002.

***In the Interest of Our Children,  
Rhode Islanders Must Work Together to Change the  
Scope and Focus of Teacher Collective Bargaining***

## INTRODUCTION

Teacher union contracts are one of the most formidable barriers to better schools and to improving teaching and learning in Rhode Island. Negotiated between teacher unions and each of the state’s 36 school districts, they affect every aspect of education – from the classroom, to the school schedule, to the way education dollars are spent. Each contract is a “living” document – the new one is grafted onto those that preceded it, building a complex web of agreements over the years that govern virtually every facet of school life and restrain almost any effort to change schools to meet changing circumstances.

Language in every Rhode Island teacher contract directly or indirectly hinders the teaching and learning process by preventing professionals from doing their best work possible and by diverting limited dollars away from instruction to non-productive areas.

Contracts often prevent teachers from defining for themselves, collectively and with their administrators, how best to create a sound educational strategy for their unique population of children. Where teachers need maximum flexibility to respond to the needs of each child, union contracts virtually guarantee inflexibility.

**Although this report is a critique of the way teacher negotiations are now conducted in Rhode Island, it is not a critique of our teachers.** The Education Partnership values the unique contribution that teachers make and appreciates their heartfelt and sometimes heroic efforts to become and remain good teachers.

Nor is the purpose of this report to portray unions as villains. Collective bargaining inherently means that parties with different – often conflicting – agendas will engage in negotiation to accomplish as many of their objectives as possible. In such a system, the job of union negotiators is to defend and advance the interests of their members. Their first priorities are usually salaries, benefits, and working conditions. School committees are charged with representing the interests of the district and the taxpayers, which usually means holding down costs, protecting the rights of management, and increasing the productivity of the district. Unfortunately, in such an adversarial situation, high quality education for all children tends to get short shrift. More often than not, the resulting labor agreements are about adult entitlements and allocation of dollars, and have little to do with improving education.

The general public tends to become aware of the bargaining process only when negotiations stall or breakdown, and the possibility of a strike is imminent – usually in the weeks preceding the opening of school. For families, especially those in which both parents work, a strike is a worst-case scenario. Consequently, school committees feel increasing pressure to yield somewhat, to resolve the issues and sign a contract.

THE REPORT ALSO ANALYZES THE FOUR MAJOR ELEMENTS OF TEACHER CONTRACTS – TEACHER EVALUATION, SALARY, SENIORITY, AND HEALTH INSURANCE – AND MAKES SPECIFIC RECOMMENDATIONS FOR CHANGES IN LEGISLATION AFFECTING EACH AREA.

Other than the threat of a strike, the general public is rarely aware of the negative role that collective bargaining plays in education. Few voters have ever seen a teacher union contract or have any idea that the content of the contracts hinder the best use of our resources. Unrestrained by disapproving public opinion, then, the unions use their considerable power to influence education policy in support of their own interests, often at the expense of educational improvement.

**The Education Partnership is issuing this report in the hope of raising public awareness, starting a constructive dialogue across the state of Rhode Island, and changing the focus and scope of collective bargaining. It is based on 10 months of research into collective bargaining in education nationally and a detailed analysis of collective bargaining agreements in 10<sup>1</sup> of Rhode Island's 36 school districts.**

These analyses examine contract language relating to management rights, grievance procedures, sick leave, union leaves, professional development, and working conditions.

The report also analyzes the four major elements of teacher contracts – teacher evaluation, salary, seniority, and health insurance – and makes specific recommendations for changes in legislation affecting each area.

Finally, we recommend a variety of changes to the structure of teacher contracts that will better manage the costs associated with the negotiated benefits packages. The changes we propose are not intended to undermine reasonable teacher compensation packages. The citizens of Rhode Island deserve to have their tax dollars focused on improving their children's learning, and that necessarily requires that teachers receive decent salaries and appropriate benefits.

Discussions of these topics, both in Rhode Island and across the nation, too often result in charges of “teacher bashing” or “union bashing” and quickly polarize the community. That is understandable, but unfortunate. It is clearly in the best interest of the teachers, the administrators, and the school boards to confront problems in the education system, to try to serve students and to avert what may become an irresolvable impasse. **We need to create a public forum where these issues can be examined and discussed candidly and solved in a spirit of good will and common interest. Vigorous and respectful public discussion of public issues serves the common good, including the welfare of children.**

We hope this report will lead to action that is fair and effective. That means we must not confuse the content of union contracts with the quality and dedication of teachers, and we must put the interest of our children first. During this process, however, we must keep in mind that our paramount priority is teaching and learning.

<sup>1</sup> See Appendix A for the list of school district contracts

# HISTORICAL PERSPECTIVE

Rhode Island is a small, union-oriented state. Many members of our statewide community belong to unions and are employed in the public sector. That situation, coupled with the state's relatively slow economic growth, may make any suggestion of changing the scope and focus of collective bargaining seem threatening. But these union members and public employees are also citizens, parents and taxpayers. They have an interest in the common good and an obligation to act in its behalf. If the current form of collective bargaining and the contracts it produces are adversely affecting the education of our children, then we all are duty-bound to seek remedial action.

It is important to remind us that the teacher unions' excesses today are the direct result of excesses on the part of management and school boards half a century ago. Prior to the 1960s, most educators belonged to a professional association called the National Education Association (NEA). During the 1960s union and collective bargaining practices became priorities for the NEA. Prior to this time, union and collective bargaining were deemed incompatible with professional practice.

Teachers in those years, largely female, were essentially powerless. More often than not they were told what to do, had no say in the running of schools, and were hired, fired, and promoted at the whim of the principal, superintendent or school committee. In this context of disrespect, disregard, and abuse, the NEA changed its strategies and became proactive as union organizers and negotiators fueled by the influx of males into the teaching profession. Administrators left to form their own organizations.

The smaller American Federation of Teachers had been founded in 1916 but had limited influence in a society that didn't believe teachers should belong to unions. By the mid-1960s, teachers were organizing across the country and pressing their legislators for collective bargaining rights. Teacher collective bargaining quickly came to resemble that of industrial unions. The "factory model" of labor negotiations was structured to support factory workers and developed through the late 19th and early 20th centuries. The primary objective of the "factory model" contract was to serve the personal and economic interests of employees working for private, profit-seeking companies.

Teachers in the last third of the 20th century ran for state legislatures and were elected in impressive numbers. As their power grew, they laid the foundation for the elaborate and complex structure with which we now live.

Rhode Island teachers won bargaining rights with the passage of Rhode Island General Law (RIGL) §28-9.3 (Teachers Arbitration Act) in 1966, largely because school committees in the Ocean State, as elsewhere, failed to provide the salary, benefits, working conditions, and job protection that professionals had a right to expect.

Today, labor negotiations and Rhode Island's resulting education contracts remain fashioned after this "factory model." Teachers in the 36 school districts in the state are represented by a local affiliate of one of the two national unions: Rhode Island Federation of Teacher and Health Professionals (RIFTHP) or National Education Association of Rhode Island (NEARI). Although teachers in Rhode Island may choose not to be members of the local union, they are **required** to pay representation fees which are often equal to union dues as stipulated in the labor contracts.

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# The Legal Context

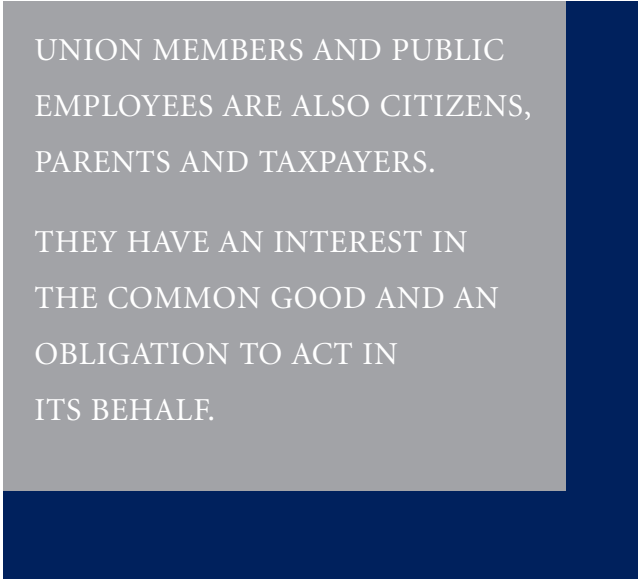
Three key state labor laws govern teacher collective bargaining in Rhode Island:

RIGL §28-9.3-1(b). Declaration of policy. This legislation gives 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...”

RIGL §28-9.3-2(a). Rights to organize and bargain collectively. This law reiterates the scope of collective bargaining in Rhode Island and the teachers’ right to be represented by an association or labor organization in the negotiation or collective bargaining “concerning hours, salary, working conditions and all other terms of professional employment.”

RIGL §28-9.3-4. Obligation to bargain. This legislation states it “shall be the obligation of the school committees to meet and confer in good faith with the representative or representatives of the negotiating or bargaining agent...for negotiating or collective bargaining purposes.”

There are other education and labor laws in Rhode Island; however the three general laws highlighted above are the basis for collective bargaining in our state.



UNION MEMBERS AND PUBLIC EMPLOYEES ARE ALSO CITIZENS, PARENTS AND TAXPAYERS. THEY HAVE AN INTEREST IN THE COMMON GOOD AND AN OBLIGATION TO ACT IN ITS BEHALF.

# AN OVERVIEW OF FINDINGS

The 10 districts analyzed for this report represent urban and suburban school districts; some are in cities or towns where fiscal issues had generated publicity prior to the study. It is readily apparent that the contracts in these 10 districts are the result of “factory model” collective bargaining. They all contain standard contract clauses on across-the-board pay scales, limits to the workday, and seniority rights.

Our analyses led us to three broad conclusions:

1. Teacher union contracts restrict flexibility and school autonomy.
2. Many of the clauses in the contracts drive up the cost of education without improving quality.
3. Teacher unions have used the bargaining process to entrench the role of the union in the contracts.

## Flexibility and Autonomy

Scholarly research shows that flexibility and autonomy are prerequisites for effective schools.<sup>2</sup> The scope of Rhode Island’s collective bargaining laws in general, the factory model in particular, and the contracts we have analyzed provide neither flexibility nor school autonomy.

Indeed, the language and parameters found in the contracts standardize the educational process with prescribed sets of uniform rules, regulations, and procedures. The language does not always reflect the professional status of teachers nor does it allow appropriate and sufficient leeway for teachers to exercise professional judgment and make decisions necessary for effective practice.

**Unfortunately, the ultimate effect of this narrow and restrictive language is a reduced capacity to meet the educational needs of the students and professional needs of the teachers. Put another way, the contracts produced by factory model bargaining fail to recognize the critical difference between a profit-seeking manufacturing facility that employs trades people to make products and an educational environment that nourishes and encourages learning and creativity among young people.**

## Cost Drivers of Education

Contract clauses that provide for paid time off, limited classroom time, limits on teacher evaluation, and fully paid benefits drive up costs directly and indirectly in non-productive areas that are funded with tax dollars. Rarely does contract language address the desire or need for educational improvement, accountability, and higher student achievement. In fact, the language that stipulates work time and seniority often actually hinders student learning and educational growth.

The content of the agreements reveal that the following topics are typically discussed during contract negotiations:

- Demands for additional compensation to make room in the day for common planning time or to remain after the end of the student school day.
- Mandates on the number of substitute teachers that must be retained in a high-cost, long-term substitute pool when equal-quality substitute teachers are readily available at less cost.<sup>3</sup>
- Increased funding to pay higher salaries.

<sup>2</sup>Collective Bargaining: Bringing Education to the Table, By La Rae G. Munk, J.D.

<sup>3</sup>Not found in all teacher contracts

- Limits to teacher work day or teacher work year.
- Increased benefits costs and whether or to what degree employee should share the cost of health insurance.
- Maintaining fully paid lifetime benefits for retirees.
- Expanded time off with pay.
- Additional compensation for teachers to attend meetings or participate in professional development.
- Additional compensation for teachers to talk to parents and attend after-school student conferences.

All of these tend to drive up costs, but do little, if anything, to increase flexibility or classroom resources for instruction.

Typically, teachers, along with other fellow citizens, complain that state and local governments fail to provide adequate funding for public education. Yet union negotiators, who have substantial influence on how education funds are spent, argue fiercely for expenditures that do not improve classroom learning.

Rhode Island citizens invest heavily in public education. Property taxes represent the largest single share of the tax burden in Rhode Island. Approximately 40 cents out of every tax dollar goes to finance public schools, and 80-85%<sup>4</sup> of those dollars are spent on salaries and benefits. Rhode Island currently ranks 10th<sup>5</sup> nationally in per pupil expenditure and 6th<sup>6</sup> in the country for overall tax burden.

Most taxpayers are typically unaware of what is negotiated by union representatives and school committees and probably assume that the education dollar is being spent to improve learning. Growing concern about school funding nationally and in Rhode Island may soon change that.

**Standards-based accountability and the federal No Child Left Behind Act are focusing increasing attention on how education is financed. Courts in many states are ruling that students are entitled to an education adequate to enable them to meet state standards and pass state exit tests. Some 30 states have undertaken studies to determine what constitutes an adequate education and how much it should cost. This process will continue, and it will shine a public spotlight on the way education dollars are being spent and what they are buying. Collective bargaining and union contracts will be increasingly exposed in that spotlight.**

If negotiators cannot find it in themselves to eliminate unjustified “cost drivers” in contracts, public outrage may force the issue.

## Embedding the Union’s Role in the Contract

Over time, teacher contracts have become highly specific in defining the role of the union. As a result, the local bargaining agent is now well entrenched within the language of the contracts and exercises considerable influence on school operations and how resources are spent.

Contract clauses are used to maintain union autonomy. The language provides freedom for union officers to do union work during teaching time and to leave the school building for that purpose, mandates individually paid union dues – which assures funds for the union organizations – and creates special monetary perks for union officers.

<sup>4</sup>Other union contracts exist in the public education sector that are included in percentage of salaries and benefits; i.e., secretarial staff, etc.

<sup>5</sup>Quality Counts 2005

<sup>6</sup>RIPEC Report

Because principals and superintendents, as well as teachers, must operate within the confines of collective bargaining agreements, contract clauses like those described above restrict managerial flexibility and represent costly expenditures that do not benefit students. Other such clauses:

- Fill teaching positions on the basis of seniority, not on the basis of who is most qualified.
- Deny the ability to evaluate teachers meaningfully and to hold them accountable.
- Mandate costly grievance procedures.
- Limit teacher work day and year.
- Prescribe class size.
- Limit student contact outside of classes.
- Limit parent contact after school.
- Designate the insurer who provides (increasingly expensive) health insurance.
- Institutionalize excessive sick-day provisions.
- Limit collaborative meeting time with principals and teacher colleagues.
- Set work day schedules that limit common planning time.

On their face, clauses like these in teacher contracts encroach on traditional management rights, extend union influence beyond acceptable limits, and interfere in the educational operations of the school. The question is whether there is enough common ground among unions, school administrators, and school committees to change the scope and focus of collective bargaining voluntarily – or whether the legislature will have to do so in response to public pressure.

Randi Weingarten, union president of the New York City’s Teacher’s Union/United Federation of Teachers (UFT), and recently elected to the American Federation of Teachers’ (AFT) Executive Council, offers some reason for hope. She expressed a desire to “do away with the bulk of the work rules... to get teachers a greater say on how individual schools are run... We (teachers) want to have real school-based professional latitude and decision-making.”<sup>7</sup>

Similarly, in a 1999 speech, Sandra Feldman, then head of the UFT and president of the AFT, urged local unions to move away from contracts laden with work rules in favor of **“thin” contracts** tailored to individual schools in exchange for giving teachers a larger voice in the management of schools.<sup>8</sup> These are concepts that we hope will appeal to Rhode Island teacher unions.

“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. The Education Partnership strongly endorses the concept of thin contracts.

It is unreasonable to hold schools solely accountable for student outcome when conditions that affect student achievement are not within the school’s control. School leaders should have the autonomy to make decisions about how school funding is spent, who is hired and retained, how the curriculum is organized and taught, and collaborative time spent to achieve the greatest improvement in student performance.

<sup>7</sup>The New York Times 9/16/03 “Teachers Barter With Work Rules”

<sup>8</sup>ibid

The Education Partnership believes that school districts need to empower their schools to make decisions based on their specific needs. We believe that the unions should abandon factory model bargaining and negotiate contracts that respect the teachers enough to believe they will make responsible, educationally sound decisions.<sup>9</sup>

Much in society and education has changed since 1935 when The National Labor Relations Act (the Wagner Act) gave unions the right to represent teachers. That law was designed to meet the needs of early 20th century industry with a focus on the interests of hourly-wage employees working for commercial companies, usually in assembly line or other manual labor jobs. It is not relevant to the working lives of professionals, particularly teachers or others who work in public service.

Our challenge now, and the challenge of this report, is to change our collective bargaining practices to reflect the present and the future, not a distant past.

In particular, we need to revise state laws to allow for progressive teacher bargaining that does not lose sight of the goals of the public education system. Specifically, the Teachers Arbitration Act (RIGL §28-9.3-1(b)) must be revised to redefine the scope of teacher negotiations.<sup>10</sup> This is critical if we are to change the focus and scope of collective bargaining for teachers in Rhode Island.

THE EDUCATION PARTNERSHIP  
BELIEVES THAT THE UNIONS  
SHOULD ABANDON FACTORY  
MODEL BARGAINING AND  
NEGOTIATE CONTRACTS THAT  
RESPECT THE TEACHERS ENOUGH  
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RESPONSIBLE, EDUCATIONALLY  
SOUND DECISIONS.

<sup>9</sup> Alternative professional teacher organizations have been formed in response to educators' desires to move away from the agendas of NEA and AFT. The Association of American Educators, [www.aetteachers.org](http://www.aetteachers.org), is a professional organization that in their words "envisions education where professional teachers will be free to control their own future and make their own decisions about use of time, resources and methodologies"

<sup>10</sup> Other states have legislated mandatory, permissive and non-permissive topics of bargaining. Examples are specifically referenced in this report. The three key collective bargaining laws in Rhode Island are outlined in The Legal Context section of this report. Collective Bargaining results in legal binding documents that directly affect school funding. State law addresses whether a state has a collective bargaining law. Currently, 33 states have such laws including Rhode Island. 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 derived from the Education Commission of the States State/Note compiled by Carl Krueger, National Center on Governing America's Schools June 2002.

# IMPROVEMENTS WHERE THEY MATTER MOST

## A Review of Contract Clauses

We have selected for analysis two different styles of contracts: those that have clauses focusing on student-centered goals and reasonable working conditions and benefits for teachers, and those that don't.

The first style is necessary if we want to reduce costs and adult entitlements, provide greater flexibility for teachers, and improve student achievement.

Local district union contracts should be required reading for all school committee members. A comparative review of contract clauses is necessary for school leaders who are involved in contract negotiations or are preparing for future negotiations. A review of contract language that is more student-centered provides an opportunity to consider alternative language to re-focus district contracts – ***an opportunity to restore the balance.***

The “perfect contract clause” does not exist in any agreement. Although it is important to word contracts as accurately as possible to reflect the intent of the agreement, the practical or operational application may be interpreted in ways that cause unintentional results or lead to formal grievances. When writing new language or renegotiating existing language, oftentimes “less is more.”

In moving from existing factory models toward professional thin contracts, negotiators should strive to remove references to state law from the contracts. It is unnecessary to cite law or regulation, since they exist independent of the agreement. And it is a “cleaner” approach, given that laws and regulations may change during the life of the contract.

## Preamble and Recognition Clauses

The “Preamble” and “Recognition” clauses<sup>11</sup> are standard articles that singularly or together serve the purpose of identifying the local union affiliate as the sole bargaining agent for teachers and other positions as stipulated in the language. These clauses are always found at the beginning of the contract and address the rights of the union. They sometimes refer to the general education law that allows for collective bargaining and may incorporate “Management Rights” of the school committee.

In some contracts an effort is made by management to utilize these clauses to create a positive tone and clarify the overall purpose of the agreement. The following contract clauses are examples of preferred language. This is good language because it identifies the professional teaching staff's purpose and that staff's relationship with the school committee; it does not relegate the management of the school to the unions.

Following are three examples of positive efforts in existing<sup>12</sup> contracts:

- The objective of this Agreement is to provide the highest quality educational program for the Public Schools in accordance with the **highest aspirations of the community and the professional teaching staff.** (RI)
- The School Committee and the Association hereby agree that the **prime consideration of both parties is to achieve better schools, and therefore, a better education for every child.** Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Committee and the Association. It is recognized that teaching is a profession which requires specialized

<sup>11</sup> Arguably the preamble clause has little to no legal effect.

<sup>12</sup> The purpose of these comparisons is to illustrate positive language and less desirable language. It is not intended to be divisive therefore we do not identify the school district contract from which each of these excerpts were chosen. The writer has highlighted sentences in the contract clauses for emphasis.

qualifications and that successes of the educational program **depend upon the maximum utilization of the abilities of teachers who are satisfied with the working conditions in the school department as set forth by this Agreement and School Committee policy.** (RI)

- The Committee and the Association firmly believe that the primary function of the **Committee and its professional staff is to ensure each student the highest level of educational opportunities obtainable.** The Committee and the Association believe that the objectives of the educational program are realized to the highest degree when communications exist with mutual understanding and cooperation **between the Committee and its professional staff.** (RI)

In the next example, it is apparent that the language is written with the intent of delivering high quality education to students and recognizing the components of positive employee relations. But the language blurs the identity of the employer and empowers the union as a policy maker for the school district. As a result, the school committee and administration have forfeited substantial management rights. The clause also fails to acknowledge the teachers.

- Whereas, the **School Board and the Teachers Union** are committed to planning and implementing educational programs of the highest caliber designed to meet the multifaceted needs of our diverse student population, and Whereas, in the pursuit of this common goal we also share the fundamental beliefs about educational philosophy and the nature of our joint responsibility to establish and maintain a collaborative working relationship based on trust, mutual respect, clear and direct communication, and **a commitment to shared decision making...** (RI)

## Management Rights Clause

There are two problems with the way contracts deal with the issue of management rights. The first problem is that some contracts don't deal with the issue at all. In contrast, union rights clauses are always present and always found at the beginning of the agreements.

The second problem is that some contracts cover working conditions in such detail that a management-rights clause is rendered meaningless. In other words, management rights are bargained away by virtue of the detailed description of working conditions. Hence, the collective bargaining agreements become the policy handbooks for the district.

There are, however, examples of management-rights language strategically located at the beginning of contract(s) that provide useful language for operational purposes, and two of them follow:

- There is reserved exclusively to the Committee **all responsibilities, power, rights and authority, expressly or inherently vested in it** by the laws and constitutions of Rhode Island and the United States and by the Charter of the Town, except as amended or abridged by the provisions of this Agreement. It is agreed that the Committee **retains the right to select and direct the working forces, and that the right to control and direct the use of its equipment, facilities and properties are vested exclusively to the School Committee...** the failure by the School Committee to exercise any of its rights as provided in this Article shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or restrict, except as limited or restricted herein, the inherent and the common law right of the School Committee and the Administration of the School Department to promulgate reasonable rules and policies, and to control, direct, manage and make changes in the operations and the affairs of the School Department. (RI)

- In recognition of the fact that the laws of the State vest responsibility in the Board **for the quality of education in, and the efficient and economical operation of the School District**, it is herein agreed that except as specifically and directly rights and powers it has, **or may hereinafter be granted by law, and may exercise such powers without such exercise being made the subject of a grievance or unfair labor practice charge, except as otherwise stated in the contract.** (VT)

The following excerpt is not located in a management-rights clause but contains useful language that specifies management rights on a school building level. It is found in the preface of a grievance procedure.

- **That all building principals shall act as the chief administrative officers for their own school buildings and grounds; that they shall be responsible for the continuous evaluation and have authority over the actions of students, professional and non-professional employees, visitors and persons hired to perform special tasks...** (RI)

## Grievance Procedure

This is a standard clause that is found in all contracts and provides for a formal complaint process if a teacher or the union believes a violation of the contract or other inequity has occurred. The majority of the grievance language we reviewed acknowledges the need to settle grievances as quickly and informally as possible, partly because there are costs associated with the grievance process. Some clauses, like the following example, acknowledge that grievance discussions should take place with least interruption to the student.

- Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his/her grievance informally under the grievance procedure and from having his/her grievance adjusted, **without the intervention of the Association**, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been **given the opportunity** to be present at such adjustment and to state its views. **All grievance discussions shall take place after the conclusion of the students' day.** (MA)

Some clauses, like the following example, do not acknowledge the importance of avoiding interruption.

- It is the declared objective of the Parties to encourage the prompt and informal resolution of teacher or Union disputes as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of disputes. **Teachers subject to this agreement shall be excused from duty without loss of pay to attend a formal grievance hearing involving their grievance or to attend a scheduled arbitration hearing of their grievance.** (RI)

COST OF ARBITRATION		
Per day and year cost.		
Average Teacher Salary	\$47,165/181	\$ 260/day
Union President	\$62,251/181	\$ 344/day
Union Representative	\$47,165/181	\$ 260/day
Cost of substitutes: 3 @ \$75/day		\$ 225/day
Legal costs - Preparation and attendance	16 hours @ \$150/day	\$ 2,400/day
Arbitrator, split evenly between union and management	\$350/day divided by 2	\$ 175/day
One Day Cost		\$ 3,664/day
Assume 100 complaints to arbitration*		\$ 366,400/year

\*reflects less than one out of five teachers filing one complaint.

Following is an example of grievance language that is effective in contentious labor relations, when filing grievances become the norm rather than the exception; it is also useful to minimize repeated challenges on the same or similar situations:

- The Board agrees that it will **apply to all substantially similar<sup>13</sup> situations the decision of the arbitrator sustaining a grievance; the Union agrees that it will not present any grievance that is substantially similar to a grievance denied** by the decision of the arbitrator. The cost of arbitration will be shared equally by the parties. (RI)

## Sick Leave Clause

There are different types of “leaves of absence” specified in the agreements that provide for paid and unpaid, short- and long-term absences<sup>14</sup>. The sick leave clause is among them and is found in all contracts. However, there is no consistency in the language defining allowable paid time away from work. In some contracts, for instance, unused personal days may be added to unused sick leave days. Therefore teachers are treated differently, depending on the district in which they work. This is true for other benefits, such as health. Following are excerpts of sick leave language:

- All regularly appointed teachers shall earn full-pay sick leave as follows: Each teacher shall be credited **with twenty (20) full-pay sick leave days at the start of each work year and any unused portion thereof shall be added to his/her accumulated balance**. However, teachers in the first three (3) years of service shall earn full-pay sick leave at the rate of ten (10) days per year, to be credited to the teacher’s sick leave reserve at the beginning of each of the work years, and shall receive at the beginning of the fourth year of service an additional credit of up to thirty (30) days which shall be added to their accumulated sick leave reserve. (section 4-1) All regularly appointed teachers shall have full days sick leave; herein above added to any accumulated balance now held by the teacher, except that no teacher shall accrue more than one hundred fifty (150) full-pay sick leave days. (section 4-3)(RI)

ANNUAL COST OF SICK LEAVE:		
	20 Days	10 Days
Sick Leave at step 6 (\$45,289/181)	\$5,004	2,502
Substitutes @ \$75/day x 20	\$1,500	750
<b>Cost per teacher</b>	<b>\$6,504</b>	<b>3,252</b>
Assume an average size district of 300 teachers	\$1,951,200	975,646
Severance cost if sick days are not taken and accumulated to maximum at full per diem: 150 days at top step salary of \$59,498/181 or \$329/day times 300 teachers		\$11,250,000

- Teachers will receive **17 days salary for absence due to illness or disability per year. Unused sick days will accumulate without limit;** in no event will the charge to the said (Disability) Bank<sup>15</sup> on account of any one illness of any one applicant exceed 340 days. (RI)

<sup>13</sup>This clause is very good because it limits the scope of grievance items. Utilizing “**substantially similar**” to define a situation is critical because no two situations are, by definition, identical. An arbitrator references contract language in his/her decision-making. “Substantially similar” provides the latitude necessary to argue a grievance based upon a comparison of situations. This term should be used in health insurance language when the goal is to have contractual freedom to change insurers or plan designs with the same insurer.

<sup>14</sup>Not limited to reasons of illness i.e., union affiliated business, political, personal, extended leaves, etc.

<sup>15</sup>Sick Leave Banks are utilized for long-term absences and unused time is utilized for severance payment.

ANNUAL COST OF SICK LEAVE:	
	17 Days
Sick Leave at step 6 (\$45,289/181)	\$4,227
Substitutes @ \$75/day x 17	\$1,275
Cost per teacher	\$5,502
Assume an average size district of 300 teachers	\$1,650,600
Severance costs if sick days are not taken and accumulated to maximum at full per diem rates	
32 years x 17 days/year (544 Days) divided by a third @ top step salary of 59,498/181 times 300 teachers	\$ 17,900,000

Rhode Island has a Temporary Disability Insurance (TDI) program that provides for partial compensation protection in the event of absence from work due to illness. In the for-profit sector, employees fund the program through a tax withheld from their earnings, and they are the beneficiaries of the program in the event of absence from work. Additionally, for-profit sector employers typically offer a salary continuation policy (employee income protection) that addresses short and long term leaves of absence and subrogate against a TDI payment that the employee receives. This offsets the cost to the employer in exchange for salary continuation. Ten paid sick days for a short-term illness to three months for a long-term illness is standard policy for most private sector employers.

The Education Partnership believes that all teachers should participate in the TDI program; the school districts should receive those payments to offset the costs and a standard, statewide 10-day short-term salary continuation policy should be put in place. We recognize that legislative revision may be necessary to expand eligibility of governmental entities. Short of that, the following contract clause excerpt provides a good model.

- The purpose of the salary continuation policy is to provide income protection **for up to 90 days of personal illness**; this policy is made up of two (2) parts: short-term sick leave and long-term sick leave; **Short-Term Leave is used for short-term illnesses which are of a duration of five (5) consecutive workdays or less.** Certified personnel may receive up to **10 days short-term sick leave per year. Such short-term leave may be accumulated to a maximum of 30 days. Teachers (tenured) may receive salary for up to 75 days per long-term illness in any one (1) school year.** (RI)

THE EDUCATION PARTNERSHIP BELIEVES THAT ALL TEACHERS SHOULD PARTICIPATE IN THE TDI PROGRAM; THE SCHOOL DISTRICTS SHOULD RECEIVE THOSE PAYMENTS TO OFFSET THE COSTS AND A STANDARD, STATEWIDE 10-DAY SHORT-TERM SALARY CONTINUATION POLICY SHOULD BE PUT IN PLACE.

Standard sick leave policy for teachers is not unique. The states of Vermont and Tennessee<sup>16</sup> removed sick leave from the scope of district bargaining by enacting statutes that define sick leave. Vermont's statute specifies 10 sick leave days cumulative to 20 for short-term illness. School districts are free to negotiate around the parameters of the statute. The statute is as follows:

- (a) A full-time teacher under contract to teach the regular school year in a public school shall be allowed a minimum of ten (10) days sick leave with full pay during each school year. Sick leave not used shall be cumulative at least to twenty (20) days so long as the teacher is employed in the same school district.
- (b) The word "days" shall mean school days.
- (c) The use of sick leave as herein provided shall be subject to the rules and regulations of the directors of each school district.

Tennessee's legislation is highly detailed and lengthy. It mandates the sick day policy and procedure for all of the school districts. It does not leave room for bargaining.

Unused accumulated sick leave serves another contractual purpose aside from protecting income due to absence from illness. Contract language such as, "**unused sick days shall accumulate without limit**" (RI) represents a significant financial liability for the school district at the time of a teacher's retirement. Language such as this serves as the formula for severance pay. The prescribed sick leave formula binds school districts to fund this future liability.

## Union Leaves

These leaves are found under a variety of headings in the contracts such as:

- Rights of the alliance
- Leaves of absence for union duties
- Union activities
- Working Conditions that reference "building representatives"

The presence of this language entrenches the union in the teacher contracts as a business entity separate from the teachers and the school administrators. The content of the language allows for union business to be conducted during the school day; it allows the union to use the school facilities (including telephones and copy machines); it entitles union officials to work a reduced teaching schedule; and it provides for significant amounts of paid and unpaid time-off. This is in addition to other fringe benefits such as personal days, sick leave, etc., that all teachers receive under the terms of the agreement(s).

These concessions for union business and their associated cost are not student-centered and represent excessive adult entitlement. Following are examples of language stipulating union leaves and rights:

<sup>16</sup>Vermont Statute 16 V.S.A. Chapter 53, GL1755 (a)-(c)  
Tennessee Chapter 49-5-710.Sick Leave-Accumulation and use

- Teachers not in excess of **four (4) who are officers of the Union or who are appointed to its staff may seek and shall be granted leaves of absence up to one (1) year, respectively, with out pay for the purpose of performing legitimate duties for the Union. The President of the Union shall have a morning teaching program equivalent to three-fifths (3/5) of a regular teacher's program and shall be relieved of all non-teaching duties without loss of pay and with full service credit** as outlined in Section... for the purpose of conducting labor-management activities. **A substitute teacher will be provided whenever the Union President is not present during the school day.** In accordance with the recommendation of the Rhode Island Superior Court, which recommendation is presently in full force and effect, **one teacher, selected by the Union President, shall monitor class size throughout the school system for the purpose of identifying and assisting the Board in addressing any potential contractual class size violations** in order to comply with the Decree of the Superior Court entered September 10, 1986. Said teacher **shall perform this task during his/her unassigned period and shall be compensated in accordance with his/her daily rate divided by five (5) for each unassigned period worked in this capacity.** (RI)

UNION PRESIDENT TIME 2/5 OF DAY	
	Tax Payer Time for Union Activities 2/5
Annual salary \$62,251	\$24,900

- Upon notification to and prior mutual arrangement with the principals involved, the Union President or his/her designee shall be **free to visit schools during school hours to confer on working conditions, grievances or other matters** relating to the terms and conditions of the Agreement. (RI)
- Each teacher granted leave with pay shall, upon his/her return, be **entitled to service credit for seniority, longevity, retirement, appropriate placement on the salary schedule and increments due him/her in accordance with the length of the leave granted.** Teachers on such leave **shall have regular monthly State Retirement contributions deducted by the Board as required by law, based upon earnable salary as a teacher for the period of such leave.** Teachers on such leave shall be provided benefits as outlined in Appendix B and Appendix C.<sup>17</sup> (RI)
- The Union President shall be **allowed a reserve of twelve (12) days during the school year to attend to the duties of his office...the union president's schedule shall have the equivalent of one less class period per day to attend to his/her duties.** (RI)
- The President of the Federation will be granted up to a total of ten (10) school days at full pay for the purposes of conducting Federation business.** (RI)

PRESIDENT OF FEDERATION - TIME 10 DAYS	
	Tax Payer Time for Union Activities 10 days
Annual salary \$60,078	\$3,319
Cost of Substitute	750
<b>Total Cost</b>	<b>\$4,069</b>

<sup>17</sup>This is an excerpt referencing leaves for union business

Following is contract language that provides for union business but is more restrictive:

- Employees who are members of the Board of Directors of the Association will be **permitted to leave their school at the end of the students' day** in time to attend the monthly meeting of the Board which will be scheduled to begin no earlier than 3:30 p.m. In addition, the **Chairperson of the Association's Grievance Committee will be permitted to leave his or her school at the end of the students' day to attend scheduled grievance hearings.** (MA)
- Up to two (2) professional employees designated by the Association will be granted a leave of absence without pay by the Superintendent for a period of up to two (2) years for the purpose of engaging in Association (local, state or national) activities... **he/she will be assigned to the same teaching position held at the time such leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position...** **The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case.** (MA)

## Professional Development

Most professionals – i.e., doctors, attorneys, accountants – take time from their practice or use leisure time to participate in seminars, conferences, and continuing education programs to remain current in their field. Teachers also need professional development to stay abreast of their academic discipline and expand their professional skills.

Labor contracts have provisions for teacher professional development that are available in different ways and allow for different amounts of time. For example, “education leave” in one contract allows for one paid day per year, while another allows for three paid days per year to attend a conference or workshop. Additionally, all contracts provide for professional development within the confines of the teacher work year and workday.

Union/Management committees are in place to create program content and schedules. Agreement must be reached on the number of hours teachers are required to participate and hours available on a voluntary basis. Additional compensation is provided as an incentive for teachers to participate in any professional development that is offered beyond the workday and participation is voluntary. The methodology of delivering professional development is consistent although contract language is not.

- The work year of teachers will begin no earlier than September 1 and terminate no later than June 30 and shall consist of no more than (180) instructional days, two days for parent teacher conferences and **two days for professional development for a total of 184 days... an additional 12.5 professional development hours, above the 184 school days,** may be offered... attendance at additional professional development shall be at **the teacher's discretion and shall be paid at the rate of \$150.00 per 6 hour and 15 minute segments for each participant. Teachers who opt to attend all 12.5 hours of professional development in the same contract year shall receive \$300.00, in addition \$300.00 shall be added to their base salary in the following contract year. All subsequent salary increases shall be computed on the new higher base.** (RI)

**Professional Development**  
The cost/teacher is \$300 in Salary/year.

	Year I Non- cumulative	Year II Non- cumulative	Year 10 Non- cumulative	Year 10 if Teacher elects to take this option every year - cumulative
Cost for 100 Teachers	30,000	60,000	300,000	1,650,000
Cost for 300 Teachers	90,000	180,000	900,000	4,950,000

- **A Professional Development Day shall be defined as five (5) hours. The day will be compensated at the Professional Development rate in the Professional Stipend Table. (RI)**
- One-fifth (1/5) of the salary of the Union Professional Development and Teacher Mentoring Program coordinator designated by the Union President and **to release said Coordinator one-fifth (1/5) of a teaching program per day or one day per week to administer the Union Professional Development and Teacher Mentoring program; and... Release of no more than two (2) teachers per school identified by the Union President to attend all day training sessions, not to exceed five (5) school days per school year and scheduled with the approval of the Superintendent and prior submission in the District-Wide Professional Development Calendar; The combination of district and school-based Professional Time activities shall equal thirty (30) hours during the 2004/2005 academic year; and for 2005/2006 and 2006/2007 academic years it shall be as directed by the RI Board of Regents during the 2005/2006 and 2006/2007 school years. Hours will be the equivalent of one (1) hour per full week of work, but in no event shall Professional Time activities be less than thirty-six (36) hours per teacher work year. Teachers are required to be in attendance at all Professional Time sessions and shall be compensated at their daily/hourly rate. (RI)**

**UNION PROFESSIONAL DEVELOPMENT**

	Taxpayer Time for Union Activities
Cost of teacher instructor 20% of \$47,165	\$9,433
Cost of 100 teachers attending 5 days/year (daily rate \$260)	130,290
Substitutes 500 days times \$75 per day*	37,500
<b>Total Costs</b>	<b>\$177,223</b>

\*There are a total of 760 training slots available (2 teachers per school, 10 schools per district times 38 weeks in the session). We have taken a conservative discount of 40% to arrive at 500 training days.

We believe the methodology should change for a number of reasons:

1. The provision of professional development time for teachers should be consistent across all districts.
2. Teachers should be determining their professional development needs on a school-based level in conjunction with district level goals rather than the current district-level top-down approach.
3. All professional development provided by the school should be mandatory without additional monetary stipends.

Under the current system, teachers leave the classroom to attend professional development programs. This results in an interruption in the classroom and necessitates the need for substitute teachers. It also results in voluntary attendance, as referred to in the contracts, because there simply is not enough time in the teacher workday to participate in any significant way. The combination of hiring substitutes and paying stipends to the teachers attending professional development activities increases costs without accomplishing the desired goal.

In a state survey entitled *Teacher Reports Of Barriers To School Improvement Efforts*,<sup>18</sup> 50 percent of teachers responding reported that there is lack of adequate professional development time and 43 percent reported there are inadequate professional development offerings and/or opportunities.

Extensive scholarly research has been done regarding the effective delivery of professional development. In our review of the research, it is evident that professional development programs have the most value if the participant is able to apply the lessons in practice. Therefore, The Education Partnership recommends that teacher professional development be imbedded into teacher's regular instructional classroom practice. The trainer(s) should be supplied by the school districts and the school staff should determine their own needs, consistent with the goals and activities of the district's strategic plan. This approach would maintain continuity in the classroom, would assure higher quality professional development and save money now spent on substitutes. Teachers would no longer receive stipends for participating, thus reducing even more the costs of professional development.

UNDER THE CURRENT SYSTEM,  
TEACHERS LEAVE THE  
CLASSROOM TO ATTEND  
PROFESSIONAL DEVELOPMENT  
PROGRAMS. THIS RESULTS IN AN  
INTERRUPTION IN THE CLASS-  
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NEED FOR SUBSTITUTE TEACHERS.

<sup>18</sup> Staff chart 1.3. In this Information Works Report, teachers were asked to indicate whether a variety of issues presented problems when implementing reform initiatives. The results of the survey offer insight in many areas of school improvement and will be referenced in this report again.

## Working Conditions

Teacher workload, work day and work year, class size and teacher assignments are topics that indicate the level of detail found in the contracts – detail that deprives teachers and school leaders the flexibility they need. As has been noted in Massachusetts: “In various ways, contracts restrict the amount of work districts can demand of their teachers. Many of the restrictions are so detailed that administrators are deprived of authority to make minor changes and at minimum changes are delayed until the union and administration can reach agreement.”<sup>19</sup>

The following is an example of highly specific contract language defining a workload and areas that are addressed in detail in the contract:

- Workload includes items such as **the number of students instructed, the number of preparations, the frequency and number of parental contact** and conferences, **the extent and frequency of evaluation of written work of students, their contacts and expectations beyond the instructional setting, such as student conferences.** (RI)

The following excerpts of highly detailed contract language are an example of restrictions on evaluation of student work, scheduling mandates, and associated additional compensation:

- Teachers shall **not be required to complete report cards.** (RI)
- Teachers **shall have one (1) unassigned period per day, except that a teacher may be programmed unassigned periods totaling five (5) unassigned periods per week over four (4) days** if scheduling problems make it impossible to provide a teacher with one (1) unassigned period per day. When another teacher is in charge of a teacher's class, the regular teacher is free to leave the room. **Teachers are free to leave the building during their unassigned periods** upon notification to the office. (RI)
- Teachers who are **elected members of the Rhode Island General Assembly shall have their unassigned periods scheduled during the last period(s) of the school day and shall be allowed to attend the General Assembly sessions during said unassigned time.** (RI)
- A teacher **assigned to teach during his/her unassigned period shall be paid additional monies at the rate of one-fifth (1/5) of his/her daily rate for each day he/she is programmed to teach during his/her unassigned period and shall receive said additional monies when he/she is on paid leave,** except for sabbatical leave under Article 5, Section 4, which occurs only on those days he/she is programmed to teach during his/her unassigned period. (RI)

In the survey Information Works, 47 percent of teachers find the lack of flexibility in creating school schedules a problem.

**The teacher work day and mandated scheduling, as defined by labor contracts in Rhode Island, leads to problems and restrictions. School districts and legislatures in other states have recognized that time is at the root of many of these problems.** Some Massachusetts school districts have negotiated contract language that provides for management’s right to increase the teacher work day as necessary to meet state mandates.<sup>20</sup> The State of Virginia<sup>21</sup> has an education law that specifies the teacher work year as 200 days. Connecticut<sup>22</sup> takes a different approach and does not allow bargaining of the length of the student school year, the scheduling of the student school year, the length and number of parent/teacher conferences, and the scheduling of the student school day.

<sup>19</sup> Intellectual property of Pioneer Institute for Public Policy Research. White Paper No. 12 Teacher Contracts in Massachusetts.

<sup>20</sup> *ibid*

<sup>21</sup> 8VAC20-430-50

<sup>22</sup> Chapter 166 Section 10-153d, Connecticut General Laws

The Education Partnership recommends legislative changes to increase the *teacher work day* to eight (8) hours and increase the *teacher work year* to a minimum of one hundred and ninety (190) days. This will limit the scope of collective bargaining and provide necessary time for common planning time, faculty and administrative meetings and other practical applications that are currently limited by contract language and/or require additional compensation. Our recommendation will also result in the ability to remove daily per diem costs; reduce the use of substitutes and allow for the reallocation of those expenses to provide for performance based salary reform. Out-of-state legislation, like that cited above, may provide models for Rhode Island to consider.

To reduce the detail and restrictiveness of contracts in Rhode Island and their impact on individual schools, we recommend that professional staff and administrators in each school negotiate day-to-day working conditions. This is consistent with the “thin” contract approach described above. Matters such as class size, scheduling, the hiring and dismissal of teachers and the use of substitutes should be determined as needed by the decision-making team of the school.

THE EDUCATION PARTNERSHIP  
RECOMMENDS LEGISLATIVE  
CHANGES TO INCREASE THE  
TEACHER WORK DAY TO EIGHT (8)  
HOURS AND INCREASE THE  
TEACHER WORK YEAR TO A  
MINIMUM OF ONE HUNDRED  
AND NINETY (190) DAYS.  
WE RECOMMEND THAT  
PROFESSIONAL STAFF AND  
ADMINISTRATORS IN EACH  
SCHOOL NEGOTIATE DAY-TO-DAY  
WORKING CONDITIONS.

## FOUR MAJOR AREAS OF CONTRACT CONTENT

Four key contract clauses – **teacher evaluation, salary, seniority and health insurance** – are negotiated in every teacher contract throughout the school districts in Rhode Island. They are key because each in its own way has a significant and direct effect on school district budgets and the quality of instruction in the classroom.

On the basis of the analysis of these contract clauses, we recommend changes we believe will improve the quality of education, recognize the professionalism of our teachers, and save money for educational priorities.

These recommendations can be incorporated in local contract negotiations if the parties at the table are committed to improving the education system. But only state legislation will guarantee that the changes will affect every district.

### TEACHER EVALUATIONS

Contractual language regarding teacher evaluation ranges from the general statement that evaluations will be completed to precise language on how the evaluation process will be limited. Most of the language also prescribes that evaluations of non-tenured teachers will differ from the stricter guidelines regarding tenured teachers. Unfortunately, most of the specific procedures for teacher evaluation are found, if they exist, in side agreements (memorandums of understanding) or evaluation handbooks that are not readily available to scrutiny. Nor are they easily understood.

Following are contractual excerpts addressing teacher evaluation. Some teacher contracts refer to creating new evaluation instruments during the term of the contract.

#### **Bristol/Warren**

Stipulation to develop and adopt new evaluation instruments by January 2003. No language addressing frequency of evaluations for tenured teachers. No specifics of evaluation process. Non-tenured teachers will be observed at least four times at reasonable intervals, at least two of the four evaluations shall be announced.

#### **Cranston**

Newly hired teachers must teach 3 years in area of certification for which they were hired. No specifics of evaluation process. No language addressing frequency of evaluations. After any formal evaluation the evaluator and the teacher will agree on a time for a conference.

#### **East Providence**

Tenured teachers evaluated at least once per year. Teachers on “Employee Improvement Target Program” evaluated as deemed necessary by the Superintendent. Non-tenured teachers evaluated at least two times during a school year. Attendance record included in evaluation. Principal of school writes final evaluation. “Teacher Evaluation Committee” evaluates procedures and recommends changes to School Committee.

#### **Johnston**

Tenured teachers evaluated once every three years. Each evaluation limited to three visitations by supervisory personnel. Non-tenured teachers evaluated a minimum of three times each school year without limitation to the number of visitations by evaluator. Evaluations indicating “unsatisfactory” performance must be result of three visitations at least twenty minutes in length. No specifics of evaluation process. Committee was formed to develop a revised standards-driven teacher evaluation instrument.

#### **Newport**

If evaluator thinks performance is unsatisfactory for reappointment then the Superintendent of Schools shall observe the teacher. Subject to grievance procedure. No specifics of evaluation process. No language addressing frequency of evaluation.

**North Providence**

Tenured teachers evaluated no more than once every school year; each evaluation will be for a minimum of 30 minutes not to exceed 50 minutes. If the evaluator indicates teacher “needs improvement” then assistance is provided but only upon teacher request. All evaluation results subject to grievance procedure. Non-tenured teachers evaluated at least three times during the school year.

**Portsmouth**

All teachers shall be observed and evaluated on a regular basis. No specifics of evaluation process. A committee of two administrators, one elementary and one secondary; one department head and one house leader; four teachers appointed by the union “shall continue to study the evaluation process and make recommendations for implementation to the Superintendent.”

**Providence**

No specific language addressing frequency or process of evaluation for tenured teachers. Contract references “Teacher Evaluation Committee” that determines schedule of evaluation. Contract states that procedure for evaluation is described in the “Teacher Evaluation Handbook.” Committee made up of three persons appointed by Superintendent and three persons appointed by President of the union.

A mutually agreed upon seventh person from outside of the school system serves as chairperson and voting member. Non-tenured teachers evaluated on annual basis. Evaluation procedure utilized is described in the “Teacher Evaluation Handbook.” When two or more new teachers have the same System Wide Seniority (SWAC) then the “scores” recorded during the probationary period shall be totaled and those scores are used to determine seniority. If a tie remains a lottery is held to break the tie.

A Non-Evaluation Year Intervention process allows the Superintendent to request a teacher to complete a portfolio process to improve the teacher’s performance. Specific parameters must be met before this request may take place.

**South Kingstown**

Language states, in part, that purpose of evaluation is “to improve instructional program and encourage retention of effective and competent staff... and to encourage self-development and professional growth.” Tenured teachers with less than 14 years are evaluated every second year; teachers who have completed their fourteenth year are evaluated every third year. In years in which tenured teachers are not evaluated they will participate in a peer conferencing process. Tenured teachers with documented concern regarding teaching performance may be placed on an annual evaluation schedule until the source of concern is remediated in the judgment of the evaluator. Non-tenured teachers are evaluated over three formal sessions and three informal sessions each year.

Professional objectives are established annually together with target dates for completion of those objectives and submitted to the evaluator. Evaluation process includes observations, formal and informal, of classroom performance, appraisal of performance of other assigned school activities and assessment of teacher’s achievement of professional objectives established at the beginning of the year. Review of process, including implementation of peer conferencing process. Evaluation process subject to grievance procedure. Any teacher who received an unsatisfactory evaluation within two school years preceding a Job Fair shall not be eligible to participate in the Job Fair without the permission of the Superintendent.

**Westerly**

Evaluator provides teacher with written summary after each observation, in case of poor rating, shall discuss and recommend how improvements can be made. No specific language regarding frequency of observations. Tenured teachers are evaluated on a three-year cycle with interim evaluation(s) to be done through the use of an instrument determined by the Superintendent and the Evaluation Committee. Non-tenured teachers will be evaluated annually to be completed by February 1 of the school year.

A “Standing Joint Evaluation Committee” shall be established to assess the existing evaluation process and make recommendations for improvement. A “Standing Joint Department Head Evaluation Committee” shall be established to develop and recommend an evaluation process for Department Heads and for all Coordinators within the District.

The Education Partnership believes that teacher evaluation is the cornerstone of a rational job protection procedure for teachers and a true educational basis for determining fair salaries. Evaluations, for all teachers in all school districts, are a critical function of professional growth and improvement. Evaluations must assess teacher growth and improvement in an accountable and consistent manner. Evaluation procedures should align across the school districts so that teachers moving among school buildings or across school districts know that the evaluation process remains constant and administrators use the same evaluation benchmarks.

Rhode Island General Law §16-13-3 defines when tenure occurs as “three annual contracts within five successive school years.” It also states tenure will be awarded after the three-year “probationary period” when there is “considered evidence of satisfactory teaching.” ***Therefore, the probationary period is a critical time for due diligence in evaluation. The Education Partnership believes that time on the job does not automatically equate to quality teaching.***

The same premise of due diligence in the evaluation process applies to tenured teachers. Rhode Island law states that tenured teachers can only be dismissed with “just and good cause.” If the evaluation process is weak and/or is not used effectively and consistently, then it becomes extremely difficult to dismiss a teacher.

The general consensus is that tenure secures lifetime employment, regardless of teacher quality and outcome of evaluations. In fact, evaluation is the primary tool for retaining effective tenured teachers and dismissing ineffective teachers who hold tenure. When done properly, documented evaluations assist in making wise retention decisions for both non-tenured and tenured teachers. The process should recognize exceptional teacher performance, help teachers improve, or provide the documentation necessary for dismissal.

The late Al Shanker, former AFT president and widely regarded education reformer, wrote: “Because evaluations of tenured teachers are even skimpier (than non-tenured teachers), administrators are also unlikely to notice that someone’s teaching is not up to par. So they often don’t have any firm basis for recommending that a tenured teacher be let go... Everybody loses with a system like this – other teachers now have to live with the results of bad teaching by a colleague, as well as students.”<sup>23</sup>

The Education Partnership believes that a strong teacher evaluation program is a crucial prerequisite for educational accountability and improved student learning. Such a program should not be negotiated on a district-by-district basis; it must be consistent throughout Rhode Island public education and apply to all teachers equally. Therefore, we recommend the following changes in education law and suggest various components of such an evaluation program.

WHEN DONE PROPERLY, DOCUMENTED EVALUATIONS ASSIST IN MAKING WISE RETENTION DECISIONS FOR BOTH NON-TENURED AND TENURED TEACHERS. THE PROCESS SHOULD RECOGNIZE EXCEPTIONAL TEACHER PERFORMANCE, HELP TEACHERS IMPROVE, OR PROVIDE THE DOCUMENTATION NECESSARY FOR DISMISSAL.

<sup>23</sup>AFT Speeches, Columns and Ads, Where We Stand, 09/15/96 “The Wrong Target”

## Legislative Action Requirements:

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 Elementary and Secondary Education will involve representatives from all educational constituent groups in the development of such an evaluation process.

Based on these legislative changes, the Rhode Island Department of Education (RIDE) would develop the evaluation process and associated forms, but 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 not have the internal staffing capacity to fulfill this mandate, and additional resources would need to be allocated.

**Below we suggest components for a statewide evaluation process as a model for consideration. We do so in the spirit of facilitating the dialogue around this concept while acknowledging that there are numerous models from which to draw components for such a program.**

## Basic Components of a Statewide Evaluation Process:

### 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 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 a description of witnessed activities and prescription recommendations for improvements. Non-tenured teacher(s) may be terminated according to RIGL §16-13.

### 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 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.

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>24</sup> and ***The Skillful Leader***<sup>25</sup> by Alexander Platt, Caroline Tripp, Wayne Ogden, and Robert Fraser.

## SALARY

The Education Partnership believes that the key to effective change lies with a teacher evaluation program that has critical influence on both teachers' economic status and their job security.<sup>26</sup>

The present methods of determining teacher salaries and providing for job security must be recognized as systemic barriers to the improvement of public education in Rhode Island. Assigning teachers to positions and determining their salary solely on the basis of length of service does not provide a rational framework to improve the quality of education.

Critical changes must be made in existing legislation, the most important of which is to reduce the window of negotiable items as allowed in RIGL §28-9.3.

We recommend the following legislative changes:

ASSIGNING TEACHERS TO POSITIONS AND DETERMINING THEIR SALARY SOLELY ON THE BASIS OF LENGTH OF SERVICE DOES NOT PROVIDE A RATIONAL FRAMEWORK TO IMPROVE THE QUALITY OF EDUCATION.

<sup>24</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>25</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)

<sup>26</sup> Pennsylvania and Denver, CO school districts (among other states) have negotiated performance-based salary. The size of Rhode Island is equivalent to some school districts outside of Rhode Island. Therefore, we believe that a statewide schedule will bring continuity and assist in recruitment and retention of highly qualified teachers.

## Legislative Action Requirements:

RIGL §16-7-29 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.

### CURRENT LANGUAGE

RIGL §16-7-29 Minimum statewide salary schedule. (established by community):

### SUGGESTED 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

**Below, we suggest components for a statewide step salary/performance program as a model for consideration. We do so in the spirit of facilitating the dialogue around this concept while acknowledging that there are numerous models from which to draw components for such a program.**

We recommend that a statewide salary schedule be established with the following provisions:

- Salary schedule continue to be budgeted at the local/municipal level with the assistance from state aid.
- To prevent wide discrepancies with regard to teacher salaries, a statewide salary schedule based on 12 equalized steps not necessarily based on successive years should be adopted and implemented over a 3-year period.
- Non-tenured teachers would be originally 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 master level would receive 120 percent of base salary step. A tenured teacher rated at pre-master level would receive 110 percent of base salary step. A tenured teacher rated at the basic level would receive base salary step. All additional stipends based on additional educational degrees and length of service would be ended and not negotiable. Operational stipends would still be negotiated at the local level.<sup>27</sup>
- Any teacher rated below basic would not be eligible for a step increase.

<sup>27</sup> A variety of options should be considered to recruit and retain teachers in hard-to-fill subject areas or for schools considered less desirable. School based budgets for merit pay could be utilized as an option.

MODEL FOR STATEWIDE PERFORMANCE BASED SALARY SCHEDULE (for purposes of example only)

**A. Assumptions**

1. 2002-03 School Year.
2. 13,871 Teachers.<sup>28</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 RI American Federation of Teachers.

**B. Modifications**

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.
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. Model Sample Schedules (for purposes of example only)**

<b>Step</b>	<b>Basic</b>	<b>Pre-Master</b>	<b>Master</b>
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

<sup>28</sup> State of Rhode Island report “Cost Benefit Analysis of Statewide Teacher Contracts”

## D. Costs

1. EP'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. EP's Sample Statewide 2002-03 **experienced and performance based salary** cost based upon assumptions and modifications *would change the amount to \$773,296,156*.
3. *Approximate actual 2002-03 cost of Statewide Teacher salaries* including stipends, retirement costs and other associated costs according to IN\$ITE that Rhode Island taxpayers paid was in excess of **\$802,094,562**.

## SENIORITY

Seniority gives priority to length of service, not to ability and skill. It keeps the most qualified teachers from teaching where they are needed most. An effective teacher's long service deserves recognition. But that does not justify mandating a "job fair" to determine which teachers fill vacant positions based on seniority.

A job fair is an annual (sometimes bi-annual) event that occurs when a school district's vacant positions are posted and bids are made on one position at a time; teachers "win" the position based on seniority, not necessarily on qualifications. The job fair language mandates that all school district vacancies be filled through this process. **This can, and often does, result in teachers changing school buildings, grades, classrooms – and even changing to subjects that the teacher has not taught in years.** The job fairs were negotiated as a result of RIGL §16-13-6. This education law mandates seniority and requires that the last teacher hired be the first teacher fired.

Factory model labor agreements are built on the premise of protection and special treatment for long-term employees. This presumes that all employees have equal skills and abilities and thus should be ranked on seniority. We believe this approach undermines a high-quality education system. Therefore we recommend the following legislative changes:

### Legislative Action Requirements:

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.

We suggest this new language:

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.

## HEALTH INSURANCE

Health Insurance is the single most expensive benefit purchased by each school district. Each contract specifies the design of the health insurance plan and the insurer. Few labor agreements make provision for efforts to restrain health-care costs or for employees to share in the cost of their health care.

Contracts should not designate a particular insurer. Naming an insurer in the contract eliminates any negotiating leverage for the district in purchasing insurance. Collectively, everyone who purchases health insurance in Rhode Island is at a disadvantage because we are limited to two insurers; maintaining contract language that provides an economic advantage to one of the insurers clearly makes our school districts financially vulnerable.

Drastic change is required in providing health insurance for our public school teachers. Health benefits (including dental) are presently negotiated district by district with a multitude of bargaining agents. Teachers, custodians, bus drivers, crossing guards and clerical workers, among other elected bargaining agents, negotiate for health benefits with individual school committees. It is probable that individual school committees bargain with four or five different bargaining agents for similar health benefits. The existing process results in multiple inconsistencies throughout Rhode Island. Plans, including employee cost-share, plan design co-pays, deductibles, eligibility, buy-backs, COBRA costs, retirees' benefits, and other specific components of health benefits, differ from district to district and even within districts.

### **Order needs to be restored in fairness to the taxpayers of Rhode Island.**

Three years ago, The Education Partnership engaged a nationally known health insurance consulting firm to research this issue and to make recommendations for reform.

The Mercer Report (June 2003) can be viewed on our Web site, [www.edpartnership.org](http://www.edpartnership.org). We continue to offer this report's recommendations to establish a statewide health care trust for school districts. In other states, this idea has become a reality. In Alabama, Maine, Montana, and Pennsylvania, independent trusts have been established to purchase health benefits exclusively for education employees. In Kentucky and New Jersey, education employees have been folded into a larger state employee purchasing pool.

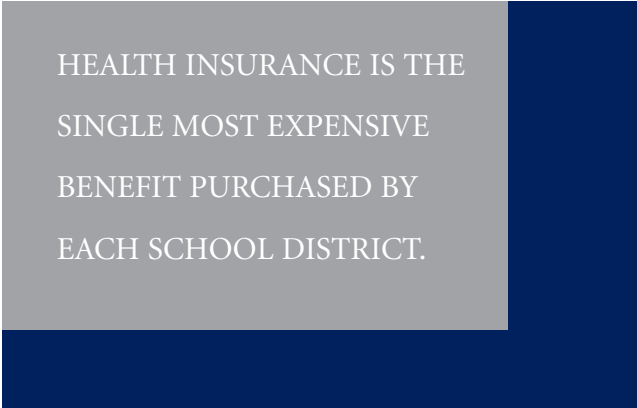
**The idea of a statewide health care trust embraces the concept of “collective purchasing,” allowing a large group to purchase health care at a lower price than an individual school district could obtain. This effort has the potential of resulting in significant savings to taxpayers, school boards, and school employees while retaining high quality coverage.**

We recognize that there are alternative solutions for collective consideration.<sup>29</sup> Therefore, we have also considered using state collaboratives as a potential vehicle for achieving a statewide program.

### Legislative Action Requirements:

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

<sup>29</sup>Massachusetts and New Jersey systems provide components for modeling the purchase of health insurance for public school teachers as well as other public employees. Each state is different but offers useful alternatives that we may incorporate.



HEALTH INSURANCE IS THE  
SINGLE MOST EXPENSIVE  
BENEFIT PURCHASED BY  
EACH SCHOOL DISTRICT.

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.

Once a given Collaborative has finalized the health benefit package for its region, the Collaborative would present Requests for Proposals to all qualified service providers. Resulting contracts with successful bidders would have a maximum duration of three years.

Limitations must be placed on Collaborative Health Packages that protect the individual as well as the taxpayer. We consider the following limitations critical:

- Employees would be responsible for 20% of their plan's cost.
- Full eligibility would be limited to employees who have a full-time position. All part-time employees who work 20 hours or more would be pro-rated accordingly.
- Pro-rated employees could choose individual components of Health Packages, if that option was available.
- Buy-Backs of any type would not be available.
- Employees without children whose spouses are eligible for private health benefits would receive an individual plan.
- Employees whose spouse works in the same school district or another school district would receive one family plan per family if dependents were involved and two individual plans if there were no dependents.<sup>30</sup>
- Retirees with more than 20 years service and less than 65 years of age would be placed in a separate group pool and pay the full cost. Retirees over 65 years of age could be in a separate pool and receive a Medicare gap health benefit, but would pay full prospective rate cost. A schedule could be considered to allow these retirees to transition to coverage at full cost but full cost would be paid by the end of the first year following retirement.

**The Education Partnership believes that Rhode Island's goal should be a single health insurance system for all teachers and other educational employees. The vehicle of choice to achieve this goal should be debated and decided in a timely manner. The state must reach this goal if it is to get education-related health costs under control.**

<sup>30</sup>Massachusetts's towns and cities purchase one plan for teachers and municipal employees. A program that covers all public employees would contain similar cost containment controls. Dependent on pricing, individual rates are less expensive when doubled than the cost of a family rate. Three tier pricing is sometimes an option.

## CONCLUSION

This report has identified key collective bargaining issues and practices found in teacher contracts in Rhode Island and Rhode Island's education and labor laws that create the framework for these labor agreements. It illustrates the excess of adult entitlement that has developed over time in contracts that approach nearly 100 pages filled with the micromanagement of teachers, limitations to instructional time, generous paid time-off, extraordinary health and retirement packages, teacher transfer and assignment rights, limits to evaluation of teachers, and numerous other stipulations that handicap the professionalism of teachers and administrators' prerogative. Change must be made and we must work together to solve the inequities that have developed under our current collective bargaining laws.

Teacher unions are driven by fundamental interests – jobs, working conditions and the material well-being of teachers. When unions negotiate with school boards, these are the interests they pursue, not the education of children. As a result of contract negotiations, teacher unions have significant influence over our public schools, from the quality of education in the classroom to the expenses driving school district budgets. Over the years, contracts have been negotiated that undermine educational improvement and divert scarce funds to non-instructional activities. Failing to recognize that labor contracts, in their current form, represent an adverse and fractionalized approach to education will only stall any significant and lasting educational reforms.

This report has made a series of recommendations to provide such a framework for reform. However, it is up to the citizens of Rhode Island, school committee members, school district administrators, legislators, taxpayers, unions and teachers to determine how we can best change the focus and scope of collective bargaining in Rhode Island. Then the interests of our children will truly be served.



## APPENDIX A: SCHOOL DISTRICT CONTRACTS

Bristol/Warren July 1, 2003-June 30, 2006	North Providence September 1, 2002-August 31, 2005	Westerly September 1, 2003-August 31, 2006
Cranston September 1, 2002-August 31, 2005	North Kingstown September 1, 2004-August 31, 2007	Attleboro, MA September 1, 2002-August 31, 2005
East Providence November 1, 2002-October 31, 2005	Portsmouth 2001-2004	Dighton/Rehoboth, MA 2002-2005
Johnston September 1, 2002-August 31, 2005	Providence September 1, 2001-August 31, 2004	Seekonk, MA September 1, 2001-August 31, 2004
Newport July 1, 2002-June 30, 2005	South Kingstown September 1, 2001-August 31, 2004	Bridgewater, Vermont 2003-2006

## APPENDIX B: LEGISLATIVE RECOMMENDATION SUMMARY

### Why we should change the focus and scope of collective bargaining in Rhode Island:

Standards-based accountability and the Federal No Child Left Behind Act are focusing increasing attention on how education is financed. Courts in many states are ruling that students are entitled to an education adequate to enable them to meet state standards and pass state exit exams. Some 30 states have undertaken studies to determine what constitutes an adequate education and how much it should cost. This process will continue, and it will shine a public spotlight on the way education dollars are being spent and what they are buying. Collective bargaining and union contracts will be increasingly exposed in that spotlight.

### 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.

**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 TDI program.

**Define Teacher work day and work year:** The teacher work day 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 Program:** The Education Partnership recommends implementing a statewide teacher evaluation program.

<sup>1</sup> Other states have legislated mandatory, permissive and non-permissive topics of bargaining. Examples are specifically referenced in this report. 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.

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.

SUGGESTED REVISED LANGUAGE:

*(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 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.

SUGGESTED REVISED LANGUAGE:

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.

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. In Kentucky and New Jersey, education employees have been folded into a larger state employee purchasing pool.

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.*

# APPENDIX C: SALARIES AND BENEFITS

A 30% cost share means \$24 Million savings in just 10 districts.

	Total 2003 Actual *	Health & Dental Benefits
Bristol/Warren	\$43,447,464	\$5,940,199
Cranston	\$96,491,970	\$11,542,487
East Providence	\$61,337,343	\$8,732,765
Johnston	\$38,435,418	\$4,830,729
Newport	\$32,588,576	\$4,432,476
North Providence	\$33,634,568	\$3,206,333
Portsmouth	\$25,068,557	\$2,811,799
Providence	\$271,045,785	\$29,014,231
South Kingstown	\$44,643,025	\$5,109,882
Westerly	\$36,346,219	\$4,652,182
<b>Total</b>	<b>\$683,038,925</b>	<b>\$80,273,083</b>

\* used 2004 Budget info for East Providence since 2003 actual was not available

**Savings by reducing Health & Dental by:**

10%	\$8,027,308
20%	\$16,054,617
30%	\$24,081,925

## APPENDIX D: ANALYSIS OF SUBSTITUTES' AND TEACHERS' SALARIES

**Reducing use of substitutes to sample mean saves more than \$8 Million.**

	(A) Substitutes	(B) Instructional Teachers	(C) Ratio of Substitutes to Teachers	(D) Substitutes Cost using Mean (.033)	(E) Savings or (Cost) using Mean
Bristol/Warren	\$ 306,945	\$ 20,657,378	0.015	\$ 684,570	\$ (377,625)
Cranston	1,141,428	51,643,394	0.022	1,711,423	(569,995)
East Providence	826,116	34,669,842	0.024	1,148,932	(322,816)
Johnston	760,034	18,351,074	0.041	608,141	<b>151,893</b>
Newport	499,820	18,099,447	0.028	599,802	(99,982)
North Providence	385,349	20,302,925	0.019	672,823	(287,474)
Portsmouth	277,043	13,541,373	0.020	448,751	(171,708)
Providence	11,935,058	121,722,602	0.098	4,033,794	<b>7,901,264</b>
South Kingstown	552,785	23,320,578	0.024	772,826	(220,041)
Westerly	405,311	19,586,377	0.021	649,078	(243,767)
North Kingston	450,427	22,882,587	0.020	758,311	(307,884)
		<hr style="width: 100px; margin: 0 auto;"/> Mean	0.033		

(A) Obtained from 2002-2003 In\$ite report "A-3. Total District - Detail Functions"

(B) Obtained from 2002-2003 In\$ite report "A-3. Total District - Detail Functions"

(C) Calculated by dividing column (A) by column (B)

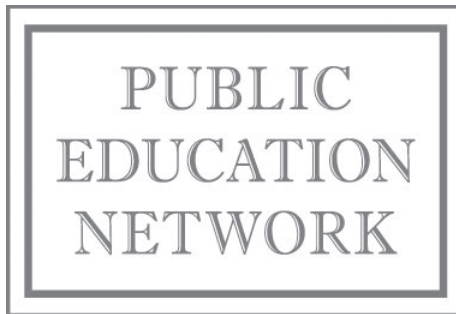
(D) Calculated by multiplying column (B) by mean of the above 11 districts (.033)

(E) Calculated by subtracting column (A) by column (D)

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