

PROVIDENCE CITY COUNCIL  
FINANCE COMMITTEE  
EDUCATION SUBCOMMITTEE

**REPORT ON PROVIDENCE TEACHERS UNION CONTRACT  
A “TOOL KIT” OF PROPOSED REFORMS**

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## Introduction and Summary of “Tool Kit”

In this final year of the current collective bargaining agreement (CBA) between the City of Providence and the Providence Teachers Union (PTU), we are faced with unprecedented challenges, both in terms of education and finances. While there are many success stories, we have much work ahead to achieve the goal of providing every Providence child with a quality education, including (but not limited to) meeting the “proficiency” achievement standards of the Rhode Island Department of Education (RIDE). At the same time, the City finds itself in a financial crisis that produced a structural deficit of \$70 million in the current year and, as of March 3, a projected deficit of \$110 million for the coming fiscal year unless corrective actions are taken.<sup>1</sup>

The CBA stands astride the City’s educational and financial challenges, shaping major areas of our educational policy at a total direct and indirect cost of approximately \$200 million. Many of us may be surprised to learn the extent of the CBA’s impact on education policy – after all, the mission of our teachers is to help students. Most Providence teachers work tirelessly for children without regard to what the CBA says, devoting nights and weekends to the profession they love. With that said, the CBA imposes structures on our education system by defining specific work expectations for all teachers in Providence, and for many (though far from most) of our teachers, the CBA acts as a ceiling as well as a floor. On a district-wide basis, it is difficult, if not impossible, to obtain agreement for changes in work conditions, even if the changes are both in the best interest of children and required by the State. Instead, any change must be negotiated with a suitable price to pay for the reform. As described below, the education of our middle and high school children is being compromised this year precisely because of this contractual inflexibility.

From the standpoint of past history, it is tempting to view our City’s educational needs and financial imperative as existing in constant tension with one another. For the past decade or more, the CBA has been essentially a static document, with only incremental reforms from one cycle to the next that need to be “paid for” with economic benefits. This year, we will not have extra money to “purchase” reforms; instead, there will be pressure to reduce the CBA’s overall cost. Despite these constraints, we believe that the current difficulties can support transformational reforms and financial savings together, if the parties act with greater ambition and urgency. In this report, we provide a set of suggestions in the form of a “wish list” or “tool kit” for the negotiating parties to consider that can support significant reforms and improvements while also yielding financial savings for the City in its hour of need.

The Report consists of five sections. The first section reviews the presentations made at the four hearings. The second section (“Time Reforms”) describes opportunities to increase time

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<sup>1</sup> See Municipal Finances Review Panel Report, available online <http://cityof.providenceri.com/efile/558>. The term “structural deficit” refers to the imbalance between revenues and expenses before accounting for borrowing or one-time revenue solutions.

for meetings and classes. The third section (“Schedule and Personnel Flexibility”) reviews ways we can supplement the teacher’s essential role in the classroom with a greater pool of community partners and resources. The fourth section (“Teacher Quality”) describes reforms related to the issue of teacher quality. The fifth section (“Financial Savings and Other Reforms”) refers to opportunities to make the cost of the next CBA equal to or smaller than the current one, and an opportunity to codify in the CBA the recently enacted Honorable Service Ordinance.

The five basic areas for proposed reform, described in more detail below, are as follows:

1. Time Reforms: Revise the CBA’s work time expectations to match the midpoint of other Rhode Island school districts.
2. Schedule and Personnel Flexibility: Introduce flexibility in the time at which the school day or work day starts to permit staggered staffing of schools, and open the pool of candidates for non-academic tasks (such as club advisors and sports coaches) to well-qualified community members.
3. Teacher Quality: Introduce a teacher quality evaluation program, resolve the “criterion based hiring” dispute and establish teacher quality and student needs as the main standard for teacher placement decisions, as well as a factor in teacher compensation.
4. Financial Savings: The Report proposes a package of financial savings, none of which involve a reduction in teacher pay. One package combines teacher salary increases with an overall contract savings of 5%, or \$29 million over the 3-year contract term, while the second keeps teacher salaries stable while producing overall contract savings of almost 10%, or \$58.7 million over the contract’s three year term.
5. Other reforms: The Report proposes sick leave reforms, incorporating the Honorable Service ordinance into the CBA, and introducing a reciprocal notification policy with regard to teaching plans for the coming year.

### **Section One: Presentations At The Hearings**

The City Council Education Finance Committee conducted four hearings during February and March, 2011 to review the CBA. The current CBA was negotiated in 2007 for a period of three years, with an option to renew for a fourth year. The parties exercised this option in June, 2009.<sup>2</sup> The CBA currently affects 1,926 teachers and results in an annual cost of approximately \$200 million after accounting for benefits and other indirect costs, such as payments to the State’s retirement system. The CBA is both our City’s largest contract and single expense (as well as the largest such item of any city in the State). The current CBA is 67 pages long, and is

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<sup>2</sup> There is a question whether the fourth year of this CBA is valid, given a State law maximum duration of three years for these contracts.

supplemented by memorandum agreements that apply to particular schools or other circumstances.<sup>3</sup> The 2007-10 CBA is memorialized in a three-page addendum that essentially incorporates the bulk of the 2004-07 CBA. That document, in turn is based largely upon its 2001-04 predecessor. In short, the CBA has changed only incrementally from cycle to cycle.

A. First Hearing: Collaboration

At its first hearing (on February 17), the Education Subcommittee invited three of the principal negotiating parties to present their perspectives on the labor management relationship and their goals for the upcoming contract negotiations. Superintendent Brady and Kathleen Crain, the Providence School Board President, submitted a joint letter that expressed the value of a collaborative relationship with labor and their shared goal of codifying that relationship in a document that would support further school reforms. Steven Smith, the President of the Providence Teachers Union, stated a similar theme, noting that all three of them had recently returned from a conference in Denver in which the United States Secretary of Education, Arne Duncan, had stressed the value of collaboration and had noted that the climate in Providence was promising.

B. Second Hearing: The PTU Contract in Comparison to Its Peers

The Subcommittee held its second hearing on February 22, at which time it received a report prepared by Amit Jain, a Brown University student intern. (A copy of Mr. Jain's report can be viewed on the City Council website at [http://council.providenceri.com/webfm\\_send/44](http://council.providenceri.com/webfm_send/44)). Mr. Jain reviewed a database of teacher contracts maintained by the Rhode Island Association of School Committees, and compared the provisions in the Providence contract with those in the 35 other school districts. He found that the Providence CBA:

- Is 27<sup>th</sup> out of 32 districts in both top step and 1-9 step average salaries;
- Has the shortest school year in the state, 2 days shorter than the mean;
- Is 31<sup>st</sup> and 23<sup>rd</sup> out of 35 districts in elementary and secondary work day length, respectively;
- Has the shortest school day permitted under State regulations;
- Is 21<sup>st</sup> out of 29 districts in faculty/staff/department meetings, 6.18 hours below the mean;
- Requires no professional development hours on baseline salary, compared to 19 districts that require some professional development without additional compensation (and another 13 that also require zero hours);

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<sup>3</sup> One can view the current CBA at the Providence Teachers Union website, <http://www.proteun.org/agreement.htm>

- Neither allocates specific days/meetings for parent conferences nor obligates teachers to meet with parents when necessary/upon request, compared to 32 districts that take one or both approaches.

Mr. Jain found that Providence’s CBA, in many aspects, asks the least from its teachers in terms of hours of work, and its baseline teacher salaries are below the State average. However, when Providence seeks additional work from its teachers beyond the confines one of the State’s shortest work days and work years, it must pay teachers for the extra time. This extra time is typically paid for at what the CBA refers to as the “daily rate”<sup>4</sup>, which divides the total compensation teachers receive by a 181-day work year and a 6-hour (plus or minus) work day, *i.e.*, a work year of fewer than 1100 hours. Because some teachers earn salaries (including bonuses for advanced degrees and longevity) that exceed \$75,000, the hourly rate in question can approach \$70, which can create difficult choices for the School Department.<sup>5</sup>

For example, this fall, the Rhode Island Department of Education (RIDE) implemented a new requirement that teachers in middle and high schools engage in a minimum amount of common planning time each week.<sup>6</sup> To comply with this requirement, the School Department ultimately decided to dismiss children from school early, as middle school children are dismissed an hour early on Tuesdays, while high school children are dismissed two hours early on Wednesdays. The School Department was faced with a dilemma, because the CBA requires the payment of additional money at the “hourly rate” if the School Department wishes to ask for teachers to work beyond the confines of the normal school day. Unfortunately, the School Department lacked the funds to “pay for” this requirement. Instead, the School Department took the “no cost” option of sending children home early from school, thereby reducing the amount of “instructional time”<sup>7</sup> they receive.

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<sup>4</sup> CBA, Section 8.5.2, p. 17. The “daily hourly rate” is calculated by dividing the “daily rate” by a work day of approximately 6 hours. CBA, Article 8.

<sup>5</sup> While we do not pay our teachers what they are worth to society, we set their salary based on a comparison with full-time and full-year positions. One could therefore make the case that we should reform the concept of the “hourly rate” in the contract to equal the teacher’s annual salary divided by a full work year (*i.e.* 1,750 hours). This would reduce the “hourly rate” to between \$20 and \$40, depending on the teacher’s years of experience.

<sup>6</sup> *See* Rhode Island Board of Regents Secondary School Regulations L-6-4.5 (which can be viewed online at [http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/Secondary\\_Regulations\\_2011.pdf](http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/Secondary_Regulations_2011.pdf)) The current regulations, adopted on March 3, 2011, have retained these requirements.

<sup>7</sup> RIDE’s regulations confine its definition of “instructional time” to “actual school work, excluding lunch, recess periods, study halls, homeroom, common planning time, student passing time, pre and post teacher time, and any other time that is

Because, as Mr. Jain found in his report, Providence already was at the shortest instructional day permitted under RIDE’s regulations, it followed that Providence does not comply with the minimum class time regulations of the Rhode Island Department of Education. The problem of inadequate working time has been a chronic one in Providence; for example, when RIDE introduced the minimum school day regulations in 2004, Providence was below the minimum. In order to come into compliance, the parties amended the CBA to reduce the teachers’ work year from 185 days to 181, one day more than the minimum school year of 180 days. In taking this step, the School Department lost access to teachers for professional development, orientation, parent meetings and planning, all of which need to be done but in Providence can only occur if the School Department provides teachers with additional compensation at their “hourly rate.” Because the total salary cost of the CBA is \$150 million (with \$50 more in benefits and other payments), one hour per week of “hourly rate” pay would cost the Providence Public Schools approximately \$5 million per year.

While it is embarrassing for Providence to fail to comply with State regulations, the greater harm is to the thousands of children in our middle and high schools. The one hour that our middle school students lose each week from “early release” for teacher planning time adds up to more than a full week of school instruction lost over the course of year, while our high school students lose more than two full weeks of instruction.

Our failure to provide our students with even the minimum amount of instruction time demonstrates why the “collaboration” described by the parties at the first hearing, while certainly desirable among the adults, does not necessarily improve our children’s education. Instead, this example of educational failure suggests that the goal of collaboration must be pursued in a way that increases our children’s education rather than reducing it. The CBA caps teacher work time at one of the lowest levels in the State, and requires that teachers be compensated for additional time at the unaffordable “hourly rate.”<sup>8</sup> This combination pits the contractual requirements of the CBA in opposition to the needs of the children of the City of Providence.

To conclude, Providence is fortunate to have a large number of teachers who work extremely hard, spending many hours every night reviewing their students’ work and improving their lesson plans. We now know, however, that the work of these magnificent teachers is not reflected in the CBA; instead, the efforts of our hardest working teachers occurs *in spite of* the Providence CBA, a document which is, in many ways, the State’s weakest document in terms of providing adequate time for teachers to teach and children to learn.

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not actual instructional time.” RIDE Regulations Governing the Length of the School Day (June, 2004) (which can be viewed online at <http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/Regulations%20Governing%20the%20Length%20of%20the%20School%20Day.pdf>), p. 1.

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The CBA authorizes certain kinds of voluntary professional development at \$25 per hour. CBA, Appendix B, Section B-8, page 57.

### C. Third Hearing: Financial Analysis

At the Subcommittee's third hearing (conducted on March 14), Matthew Clarkin (who is currently the City Auditor but previously was the School Department's Chief Financial Officer) presented a report of his financial analysis of the CBA. (A copy of Mr. Clarkin's report can be viewed on at the City Council's website at [http://council.providenceri.com/webfm\\_send/55](http://council.providenceri.com/webfm_send/55) ). Mr. Clarkin reached these conclusions:

- To raise the teachers' pay to the State midpoint would require an additional cost of \$6.6 million. Also, 2% pay raises in the second and third year of the contract would cost an additional \$3.1 - \$3.2 million each.
- This pay raise could be implemented without increasing the total cost of the contract by drawing from a menu of changes, including the following:
- Providence has the most generous substitute teacher compensation program in the State. In other districts, substitute teachers receive a per diem stipend of \$100 or less without any benefits. In Providence, in contrast, we pay our substitute teachers on the same scale as full-time teachers (Steps 1-4), with single-person health coverage. Paying our long term substitutes at a \$125 per diem rate with no benefits (which would still leave us with the most generous policy in the State) would generate annual savings of \$4.5 million;
- Providence has a second category of substitutes called "R's in pool," who are laid-off teachers who were not selected for a classroom under the district's "criterion-based hiring" program. These teachers often earn the District's highest salaries (including full benefits and sick leave) for performing substitute teacher work. By paying these teachers on the scale of other substitute teachers, we could realize annual savings of up to \$4.4 million;
- If we align our work expectations for teachers (work day and work year) with the State average, it can generate annual savings of \$2.2 million;
- If we change our "good attendance" bonus for teachers who are sick 5 days or fewer to correspond to the actual number of days lost, we can realize annual savings of \$600,000;<sup>9</sup>
- If we revise the CBA to permit flexible opening times for schools (plus or minus 30 minutes or less from a baseline schedule), we can use our school buses more efficiently and save \$400,000;

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<sup>9</sup> The School Department recently conducted its own study of the sick leave issue, which provides a basis for seeking other contractual changes, as described in Section 5, below.



- The CBA restricts the pool of eligible school club advisors and sports coaches to teachers, and sets their compensation at one of the highest levels in the State. In contrast, at least eight districts keep these positions out of the contract entirely, and other districts have dramatically lower compensation levels. If we open the pool of eligible school club advisors and sports coaches beyond the faculty and reducing the compensation rate to align better with other districts, we can realize savings of \$425,000 while expanding the number of coaches and advisors;
- If we adjust health benefit packages and co-shares for teachers to match those of other City employees, we can realize savings of up to \$5.6 million;
- If we limit post-retirement health benefits for new teachers, we can realize savings of \$250,000 in the first year.

These potential savings amount to a total of up to \$19.3 million in the first year, or \$58.4 million over the three-year term of the contract. These savings could more than pay for the salary increases noted; indeed, the salary increases amount to a total cost of \$29.2 million over three years; therefore, a decision to provide the full extent of both salary increases and savings initiatives would reduce the total cost of the contract over its three-year term by approximately \$29.2 million.<sup>10</sup>

#### D. Fourth Hearing: Extended Learning Time

At its fourth hearing, the Subcommittee heard from a variety of speakers concerning the importance of extending the learning day, and the work of community partners to enrich our students' experience beyond the basic work of our classroom teachers. Dr. Warren Simmons of the Annenberg Institute for School Reform, and Chair of the Governor's Urban Education Task Force (whose report can be accessed online at <http://www.annenberginstitute.org/UETF/>) explained that the current short school day and school year creates difficult challenges for our schools in their efforts to provide all children with a quality education that meets the demands of our economy and the performance standards of proficiency required by the State.<sup>11</sup>

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<sup>10</sup> Mr. Clarkin's calculated savings were slightly lower, as he did include the savings in health benefits that would result if the "R's in pool" teachers were changed to a per diem rate of \$125 without health benefits. This additional savings is approximately \$1 million per year for 79 R's in pool.

<sup>11</sup> The State's regulations recognize this fact, requiring school districts to develop strategies and programs to provide extra education for children in middle and high school who are not achieving in literacy and mathematics at the level of proficiency. See Board of Regents, K-12 Literacy Regulations (which can be viewed online at [http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/Secondary\\_Regulations\\_2011.pdf](http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/Secondary_Regulations_2011.pdf)), Sections L-6-2.2 and L-6-2.3. In fact, many Providence middle and high schools provide a "double period" of English or mathematics for students

Following Dr. Simmons, the Subcommittee received presentations from a number of community partners who work to enrich the education of our children (such as Inspiring Minds, formerly known as Volunteers in Providence Schools or VIPs, the Childrens Crusade of Rhode Island and the Providence Urban Debate League) and one partner ready to help if the CBA were changed to permit it (the Narragansett Boat Club).

VIPs recruits, trains and places thousands of adult volunteers who assist classroom teachers in working with children (especially in the elementary grades) on literacy, with documented achievement gains resulting from their efforts. The Childrens Crusade provides scholarship funds and mentors to disadvantaged children in Providence and other communities, creating a path to college (and support once in college) for many students each year who otherwise would not be able to extend their education beyond high school. The Urban Debate League provides an extracurricular opportunity for Providence's high school children that develops reading, speaking and analytic skills in a non-academic setting that results in obvious carryover in the classroom. The Narragansett Boat Club has a rowing program that helps other schools compete interscholastically. The Boat Club offered to extend, on a volunteer basis, to the children at Hope High School; however, the school could not accept their contribution unless the Boat Club agreed to pay for the cost of a teacher to supervise the practices, a contractual prerogative under the CBA.

The representatives from each of these groups emphasized that their ability to work with the classroom teacher was critical to the success of their program to help children; however, it also appears that each of these groups could, under the right conditions, work with students without the constant presence of the classroom teacher. Each of these groups contains trustworthy adults and mentors, all of whom make a distinct contribution to improve and enhance the education that our children receive. These groups therefore provide a basis to help extend the learning day for our children without extending the teachers' work day, as we will discuss below.

## **Section Two: Time Reforms**

As noted in Mr. Jain's report, Providence's students are held back by a contract that has the shortest teacher work year in the State, one of the shortest work days in the State, and the shortest school day permitted under the State's regulations. The Subcommittee recommends that the next CBA be amended to stipulate that teachers work at the same level as the median work conditions contained in the State's other contracts, including the following:

- Increase the work year from 181 days to 183 days, creating time for professional development and parent orientation;
- Increase the elementary work day from 6:15 to 6:40. This would create time for teacher meetings, professional development, and a full recess
- Increase the middle and high school work day from 6:40 to 6:45. The additional

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achieving below proficiency in those two subjects.

time amounts to 15 hours per year, which would be sufficient for the State's professional development requirement. *See Literacy Regulations, Section L-6-4.4.*

- Allow Providence to join the rest of the State in requiring teachers to honor reasonable requests by parents to meet outside of school hours.
- Increase from eleven to seventeen the number of hours of meetings teachers are expected to attend in addition to the regular work day as “part of their job.”

### **Section Three: Schedule and Personnel Flexibility**

We also can reform the CBA to create flexibility that will support extending the school day by adding a seventh period to the class day for our middle school and high school children. Such a reform would be especially beneficial for our at-risk children. According to State regulations, the District must provide extra instruction in English and mathematics for children not achieving at the level of proficiency. At some of our schools, children who need this extra help take double periods of English or mathematics as necessary, and those children who need extra help in both subjects commit four periods of each day to them. As a result, this leaves only two periods each day for everything else, including physical and health education, languages, science, history and social studies, a nearly impossible task. For these children, a seventh period each day would provide a golden opportunity to receive a more rounded education. For other students, the seventh period could provide either the chance to take more diverse courses, or the opportunity to pursue a richer extracurricular program during the school day.

The most direct way to accomplish this would be to extend the teachers' work day by an additional hour or so; however, the cost of an additional hour per day for all of our teachers would amount to \$20 million or more per year. Instead, the Subcommittee suggests making the contract more flexible to make it possible to extend the school day without increasing the hours our teachers have to work. We could accomplish this by unlocking the fixed start times and end times the CBA stipulates for both the teacher work day and the school day. For example, a flexible contract would permit staggered work times, under which some teachers could arrive in time for First Period (and leave at the end of Sixth Period), while other teachers could arrive at the start of Second Period, and remain until the end of Seventh Period. We also can provide teachers the option to take a “free period” during the school day (perhaps, for example, an extended lunch period, and we can create flexibility with our substitute teachers, who could spend part of the day in one school, and part in another.

It will not be easy to create a seven-period school day when teachers work for six periods. To make this happen, we would either need to hire more teachers (which we cannot afford) or to find other programs to advance the children's education during periods when teachers are not present in the classroom. The Subcommittee proposes that this role can be filled by community partner volunteers, such as VIPS and the Children's Crusade. These groups could provide

mentors to perform the task of advising students as required by the Literacy Regulations.<sup>12</sup>

For students who are not taking double periods of English or mathematics, releasing these contract restrictions could also help to revive and enrich our schools' extracurricular activities. In the 1970's, some of our high schools had a seventh period on Tuesdays (called "Zero Period") that accommodated club meetings during the school day. High school yearbooks from these years were full of photographs of students involved in these activities, providing an additional reason to come to school every day.

We can also enrich our schools' extracurricular programming by expanding the pool of coaches and advisors beyond the teachers in a particular school. Before discussing this change, we must recognize and appreciate the great number of teachers who have served in the past and currently serve today as excellent club advisors and sports coaches. These teachers bring an extra element to the task of advising or coaching, as they are familiar with the school's culture and, in some cases, have taught the students they coach or advise. Many teachers have made an even greater difference in students' lives by being an advisor or a coach, and we wish to continue have teachers as possible candidates for this role.

With that said, we did not always limit these positions to teachers the way that we do today. In the past, we invited members of the community into our schools to assist with students in non-academic matters. For instance, local attorneys used to volunteer their time to serve as debate coaches, in that way training their future colleagues in the bar for years to come. Based on Mr. Jain's survey of teacher contracts, it appears as if these positions remain outside of the CBA for ten other school districts.<sup>13</sup> In Providence, however, the parties agreed at some point incorporated club advisors and coaches into the CBA, requiring that these positions be given to teachers, unless every available teacher first refuses the position.

From the standpoint of increasing the quality of a student's experience, there is no good reason to restrict the pool of non-academic coaches and advisors to the current group of teachers. Again, we acknowledge that many of our current high school coaches are teachers who are not only fine teachers, but also are great sports coaches. With that said, this is not always the case. One member of this Subcommittee remembers playing on the Classical High School Tennis Team when the coach was a geometry teacher. The coach knew the side-angle-side theorem and could teach it very well; however, his knowledge of tennis was much more limited. More generally, our youth sports leagues and community more broadly contains a wealth of citizens who want to contribute to the quality of our students' lives, and who could make excellent coaches or advisors, even though they are not teachers.

There also is a significant financial issue. The CBA not only limits the role of club advisors and sports coaches to teachers, but also stipulates some of the highest compensation for

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<sup>12</sup> See Literacy Regulations, L-6-4.1, L-6-4.2.

<sup>13</sup> These districts are Bristol/Warren, Burrillville, Chariho, Cumberland, Pawtucket, Scituate, Westerly, Foster, Gloucester and Smithfield.

these roles in the State for both club advisors<sup>14</sup> and athletic coaches.<sup>15</sup> As a result, Providence cannot afford middle school sports, and the number of schools with newspapers, foreign language clubs, or literary magazines has dramatically declined with budget cuts over the past decade. We do not need to pay a teacher a \$5,000 stipend to serve as a debate coach when dozens of college students from the Urban Debate League would be happy to help, either on a volunteer basis or for a stipend that is a fraction of what we pay our teachers. Our local colleges and universities contain talented student athletes who know their sports as well (or in many cases more extensively) than some or many of the teachers who currently coach these sports.

If the current CBA “monopoly” on coaches and club advisors were relaxed (as well as the stipulated compensation levels), then community partners could enrich the school experience during the academic day and not just after school, permitting debate teams, school newspapers and literary magazines, school choruses and orchestras, language clubs and the like to return to our middle and high schools.

To conclude, we need to increase instruction time to provide a higher quality education to our children, especially our children at risk. Many (and perhaps most) of our teachers give extra time to students because they believe it is the right thing to do; however, they are not recognized for this and their noble practice occurs in spite of the narrow limits of the CBA. Merely bringing Providence’s work expectations up to the State median would allow us to take great strides in advancing our children’s education.

We could gain an even greater opportunity by extending the school day, something the CBA makes unaffordable. We propose increasing the flexibility of work arrangements and school days, through staggered shifts and variable starting times, as well as unlocking the classroom to community partners to provide enrichment during the school day of a curricular and/or an extracurricular nature. We still need our talented teachers to provide the academic instruction they earned a teaching certificate to perform; however, we propose opening up the school day for those programs and activities that do not, strictly speaking, require that certificate.

#### **Section Four: Teacher Quality**

There has been much discussion both statewide and nationally on the subject of teacher quality. One starts with the observation that almost every graduate of the Providence Public Schools (beginning with our Mayor) owes a large debt to one or more brilliant teachers who changed his or her life. In praising the accomplishments of our finest teachers, however, one must also acknowledge that the quality of our teachers does vary, and that we owe it to our

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<sup>14</sup> For example, Providence academic decathlon coaches receive 10% of their salary to perform this role, or a range of \$3,500 to \$6,900. In contrast, in Cranston, these coaches receive \$2,000 and in South Kingstown they receive \$1,337.

<sup>15</sup> For example, the stipend for a head football coach in Providence is 15% of salary, which can range from \$5,200 to \$10,300. In contrast, head football coaches receive \$6,150 in Barrington and between \$3,300 and \$4,900 in Cranston.

students to work with our less effective teachers to improve their craft, and to remove from the classroom those ineffective teachers who are not capable of improvement.

For at least the past decade, the Providence School Board and School Department have tried to introduce a teacher evaluation system into the CBA. Unfortunately, they have not been able to secure an agreement with the PTU on this critical component of education quality. This year, however, the State's new Basic Education Plan (BEP) will require the parties to design and implement a teacher evaluation program.<sup>16</sup> As provided by State law, the new BEP becomes binding upon all school districts and teachers following the expiration of the contract in effect when it was enacted, which in Providence will occur with the expiration of the current contract in August.<sup>17</sup>

Currently, the Rhode Island Federation of Teachers is using a grant to develop a possible evaluation program, which presumably will be agreeable to teachers. If this program is ready in time and is acceptable to RIDE and the Providence School Department, then it can become part of the next CBA. If the parties cannot agree on their own type of evaluation process, then RIDE is developing a pilot teacher evaluation process. Such an evaluation process must involve more than a review of student performance on standardized tests. Good teaching does not always produce high test scores, and high test scores does not always indicate good teaching. For example, a student testified at a Subcommittee hearing about a teacher whose students as a whole scored highly on the tests, but told her that she did not belong in the class.

In addition to identifying and helping to improve our less effective teachers, an evaluation system also will allow us to recognize and reward our best teachers. Under the current CBA, teacher compensation is tied primarily to years in service, and additionally to some other criteria (such as attainment of advanced degrees) that are only indirectly linked to teaching quality. Once we have an evaluation system, we can offer bonuses and rewards to our best teachers to demonstrate our support for their extraordinary efforts. For example, in the current year, the School Department has budgeted \$4.69 million for salary supplements paid to teachers with advanced degrees, and \$1.05 million for longevity bonuses for teachers with 15 or more years of service. If these funds were redirected to award merit, we could, for example, rank our teachers in three tiers based on quality, give the middle (or "average") tier a bonus of \$2,500, and recognize our top tier of teachers a bonus of \$6,000.

Another provision of the current CBA that impairs quality teaching has to do with classroom assignments. The CBA contains a strict seniority system, under which a teacher's years of service is the sole criterion for determining placement in classrooms. Under this system, the needs of children are ignored, and when the CBA's "job fair" took place, it could generate a

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<sup>16</sup> The new BEP can be viewed online at this link:  
[http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/BEP\\_FINAL\\_070110.pdf](http://www.ride.ri.gov/Regents/Docs/RegentsRegulations/BEP_FINAL_070110.pdf)

<sup>17</sup> See BEP, Section G-15-2.2-4. See also *State v. R.I. Alliance of Social Service Employees*, 747 A.2d 465, 469 (R.I. 2000).

cascade of “bumping” under which teachers would displace a more junior colleague, causing the “bumpee” to displace another teacher with even less seniority, and so forth, disrupting the culture at multiple schools.

In 2009, Commissioner McWalters issued an Order to Providence requiring teacher placements based on student needs, rather than pure seniority. The Providence Teachers Union filed a lawsuit seeking to block the implementation of criterion based hiring in Providence, asserting in the Complaint filed in the lawsuit that placements based on seniority alone are not only the Union’s contractual right, but also are in the best interest of children. *See* Complaint, *Providence Teachers Union v. Brady*, C.A. 09-356 (U.S. Dist. Ct.), ¶21. Recently, the School Board was presented with a proposed resolution of the lawsuit. The School Board did not accept the proposal, because it used seniority to determine several categories of placements, and therefore was counter to the spirit of Commissioner McWalters’s Order and unlikely to gain RIDE approval. The new BEP requires all school districts to refrain from using seniority as the sole criterion for teacher assignments and placements.<sup>18</sup>

It may not be easy to win easy agreement in negotiations to the teacher quality requirements of the new Basic Education Plan; however, the existence of the RIDE mandates should provide a basis for a resolution of these issues in the upcoming negotiations.

### **Section Five: Financial Savings**

When he presented his report. Mr. Clarkin concluded that one could realize total savings of around \$29.2 million, or around 5%, by implementing the savings proposed but also increasing salaries by 5.5%, 2% and 2% in the CBA’s three-year term, and still generate overall contract savings of more than \$29 million during the same three years. With that said, the playing has shifted since Mr. Clarkin presented his report. The Mayor’s office has recently announced a tentative agreement with Local 1033 that the parties believe will generate cumulative savings over the contract’s term equal to 10% of its total value. If the Mayor’s office sets a similar benchmark for the teachers’ contract based on the City’s overall financial position, it might not be possible to award the pay increases contemplated by Mr. Clarkin’s report.

Under this set of “ground rules,” the proposals contained in this report can provide \$19.3 million per year in savings while retaining salaries at their current level. These savings amount to between 9.6% and 9.8% of the contract’s total value; therefore, if the City has a benchmark of realizing 10% savings in each major contract, this can be done with teachers without any reduction in salaries.

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<sup>18</sup> *See* October 20, 2009 letter from Commissioner Gist, attached as Exhibit D8, Appendix to Rhode Island application for Race to the Top funding, Phase I, which can be viewed at p. 494 at this link: <http://www2.ed.gov/programs/racetothetop/phase1-applications/appendixes/rhode-island.pdf>. It is worth noting that the Providence Teachers Union wrote a letter of support for the State’s Race to the Top application.

Finally, there appears to be an opportunity for finding further savings with regard to sick leave. The Providence contract is particularly generous in providing an allowance of 20 days per year of sick leave, which is five days above the Statewide norm. Also, the Providence contract treats unused sick days as an entitlement, which teachers can carry over from year to year and accumulate up to 150 days at full pay, plus 200 days at half pay, a total of almost two years of sick time.<sup>19</sup> Were this not enough, the CBA allows teachers to “buy in” to an Emergency Sick Leave Bank for additional paid time off.<sup>20</sup>

For the majority of Providence teachers, sick leave is, if anything, under-utilized. For example, in the 2009-10 academic year, 71 teachers took no sick leave at all, and 827 teacher took between one half-day and five days total. On the other hand, however, 279 teachers took more than 20 days of sick leave, which represented more than 10% of their academic year.

The Providence School Department conducted its own study of teacher absences, and it documented serious problems in a report<sup>21</sup> and a power point presentation.<sup>22</sup> Providence teachers are out sick an average of 15 days per year, in comparison to a national norm of 10 days. Based on one database containing 1326 teachers, the School Department found that 1/3 of the teachers were absent fewer than 10 days, while 2/3 of the teachers were absent 10 days or more (including absences for reasons other than illness). *See* Power Point presentation, slide 30. Also, the study revealed patterns that raise questions. On an average day in September in 2009-10, 133 teachers were absent, while in June that number was 278. (Power Point, slide 10). Also, teacher absences “spiked” on certain days, including the day after Memorial Day. (Report, p. 7)

Given the attendance problems we see in Providence, it may be worth considering the Barrington sick leave program, under which teachers receive fewer annual sick days as their length of service increases.<sup>23</sup> The parties could consider switching over from a sick leave program to an insurance program, combining temporary disability insurance with long term

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<sup>19</sup> *See* CBA, Article 4-3.

<sup>20</sup> *See* CBA, Article 4-9.

<sup>21</sup> *See* Providence School Department, Teacher Absence Report for School Year 2009-2010, available on the Providence School Department website at this link: <http://esb.ppsd.org/Attachments/cca4a4f7-c230-4f2b-8628-015bdac471bb.pdf> .

<sup>22</sup> *See* Providence Public Schools, Report on Teacher Absence for School Year 2009-10, available on the Providence School Department at this link: <http://www.providenceschools.org/pesb/>

<sup>23</sup> Teachers with 1-25 years of service receive an annual maximum of 15 days, while teachers with 26-30 years of service receive 8, and those with more than 30 years of service receive 5. *See* Barrington Teachers Contract, Article 10, Section 4.2.



disability insurance.<sup>24</sup> Such a change could introduce another level of watchfulness to limit the number of unnecessary or inappropriate sick leave claims. Also, improved personnel practices (such as requiring teachers to speak personally with their principal before obtaining permission to take a sick day) may help to reduce the misuse of this part of the contract.

Finally, the Subcommittee recommends two additional reforms that are not strictly speaking financial, but would increase effective personnel management. First, the Subcommittee recommends that the new CBA contain a consent by the Providence Teachers Union, on behalf of its members, to accept the validity of the new Honorable Service Ordinance recently enacted by the City Council and signed by the Mayor. Second, the Subcommittee recommends that the next CBA include a mutual notification date of June 1 with regard to continued employment plans for the upcoming year. More specifically, the Subcommittee recommends that the CBA (and State law) be changed so that the School Department notifies teachers by June 1 (rather than the current date of March 1) concerning their possible non-retention and, in return, the CBA require teachers to notify the School Department by the same date if they plan to retire or resign from their teaching position.

### **Conclusion**

Providence is blessed to have hundreds of quality teachers who pursue their vocation for the noblest of motives without regard to the CBA. A close look at that document reveals, however, that CBA itself does not support these teachers; instead, their accomplishments in many cases occur despite the fact that our CBA has some of the worst provisions regarding teacher time in the State. Because of our financial crisis, we cannot afford to purchase additional reforms on a piecemeal basis. Because of our children's deep educational needs, we cannot survive another three years within the rigid confines of the current CBA. Instead, we ask our School Board, School Department and Teachers Union to make use of the "tool kit" described in this report to convert the current crisis into a breakthrough opportunity for the children of the Providence Public Schools.

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<sup>24</sup> To incorporate Providence teachers into the State's temporary disability insurance program, it would be necessary to change State law.

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