

TONIGHT IS OUR SECOND NIGHT OF HEARINGS ON THE PROVIDENCE TEACHERS UNION COLLECTIVE BARGAINING AGREEMENT. THE PURPOSE OF OUR FIRST HEARING WAS TO HEAR THE THREE NEGOTIATING PARTIES DESCRIBE HOW THEY VIEW THE CURRENT LABOR MANAGEMENT RELATIONSHIP AND WHAT THEY EXPECT TO ACCOMPLISH THROUGH THE NEXT CONTRACT.

WE ARE GRATEFUL FOR THE WRITTEN COMMENTS THAT SUPERINTENDENT AND THE SCHOOL BOARD PRESIDENT SHARED WITH US, AND WE ALSO ARE GRATEFUL FOR THE PRESENTATION THAT THE PROVIDENCE TEACHERS UNION PRESIDENT, STEVE SMITH, MADE IN PERSON. PRESIDENT SMITH ACKNOWLEDGED THAT HE WAS DEPARTING FROM HIS COMFORT ZONE TO SPEAK WITH US, BUT HE PROVIDED US WITH MUCH USEFUL INFORMATION. I WOULD LIKE TO THANK MY FELLOW COMMITTEE MEMBERS AND MY FELLOW COUNCIL MEMBERS FOR THE RESPECTFUL AND INSIGHTFUL DISCUSSION YOU HAD WITH PRESIDENT SMITH, THROUGH WHICH WE ALL BECAME BETTER INFORMED ABOUT THE CONTRACT AND OUR PUBLIC SCHOOLS. WE DID NOT TRY TO NEGOTIATE THE CONTRACT IN PUBLIC; INSTEAD, WE HAD A DISCUSSION THAT DEMONSTRATED OUR WISH TO WORK WITH OUR EDUCATORS TO SUPPORT QUALITY PUBLIC SCHOOLS IN PROVIDENCE FOR OUR CHILDREN.

ALONG THE WAY, PRESIDENT SMITH RAISED THE QUESTION AS TO WHETHER THESE HEARINGS RAN THE RISK OF HARMING THE NEGOTIATIONS AND THE PUBLIC SCHOOLS. BEFORE WE BEGIN OUR DISCUSSION TONIGHT, I WOULD LIKE TO MAKE THE CASE THAT OUR HEARINGS AND OUR REPORT CAN HAVE A POSITIVE ROLE.

RIGHT NOW, THERE ARE NO NEGOTIATIONS TAKING PLACE. THEY WILL NOT TAKE PLACE FOR MONTHS. THOSE NEGOTIATIONS WILL OCCUR IN A PRIVATE SETTING, IN ORDER TO ENCOURAGE MUTUAL TRUST AMONG THE PARTIES. THE PURPOSE OF THESE HEARINGS IS TO PREPARE A REPORT WITH ANALYSIS OF THE CURRENT CONTRACT AND SUGGESTIONS FOR IMPROVEMENT. WHILE WE HOPE THE NEGOTIATORS WILL READ OUR REPORT, THEY HAVE NO OBLIGATION TO DO SO, MUCH LESS TO MAKE USE OF WHAT WE FIND.

SO IF NEGOTIATIONS ARE BEST HELD IN PRIVATE, WHAT IS THE BENEFIT OF OUR PUBLIC DISCUSSION AND OUR PUBLIC REPORT? WELL, FOR STARTERS, WE SHOULD REMEMBER THAT THE PROVIDENCE TEACHERS CONTRACT IS NOT A PRIVATE DOCUMENT. IN FACT, THE PROVIDENCE TEACHERS UNION MAINTAINS A COPY OF THE CONTRACT ON ITS WEBSITE FOR ALL TO READ. WHAT IS MORE, THE PROVIDENCE TEACHERS UNION CONTRACT PROVIDES AN IMPORTANT REFERENCE

POINT FOR MUCH OF THE EDUCATION POLICY THAT DEVELOPS FOR OUR CHILDREN AS TWO EXAMPLES WILL INDICATE.

FIRST, IN 2009 THE RHODE ISLAND COMMISSIONER OF EDUCATION DIRECTED PROVIDENCE TO STOP THE PRACTICE OF “BUMPING” AND TO ASSIGN TEACHERS TO SCHOOLS BASED ON CRITERIA DESIGNED TO MAKE THE BEST MATCH BETWEEN EACH TEACHER’S SKILLS AND THE NEEDS OF THE STUDENTS SHE OR HE TAUGHT. THE PROVIDENCE TEACHERS UNION BROUGHT A LAWSUIT IN FEDERAL COURT TO FORCE THESE PLACEMENT DECISIONS TO BE BASED ON SENIORITY ALONE, CLAIMING THAT THE NEW POLICY VIOLATED THEIR RIGHTS UNDER THE CONTRACT. LAST YEAR, CRITERION BASED HIRING WENT FORWARD VERY SUCCESSFULLY DESPITE THE LAWSUIT; HOWEVER, THE LAWSUIT IS STILL PENDING, AND THE PROVIDENCE TEACHERS UNION HAS NOT ABANDONED ITS OBJECTIVE OF RESTORING ITS BUMPING RIGHTS UNDER THE CURRENT CONTRACT. IF WE WANT TO MOVE BEYOND BUMPING, THE CURRENT CONTRACT, WHICH CONTAINS BUMPING PROVISIONS THAT HAVE RESISTED NEGOTIATED IMPROVEMENTS FOR MORE THAN A DECADE, NEEDS TO CHANGE SUBSTANTIALLY.

HERE IS A SECOND EXAMPLE. IN HIS REMARKS LAST WEEK, PRESIDENT SMITH SPOKE ABOUT HOW A COLLABORATIVE RELATIONSHIP COULD LEAD TO AN EVALUATION SYSTEM THAT HELPS INEFFECTIVE TEACHERS TO IMPROVE, AND REMOVES FROM THE CLASSROOM INEFFECTIVE TEACHERS WHO CANNOT IMPROVE. IT SOUNDS GREAT, BUT THE CURRENT CONTRACT CONTAINS RESTRICTIONS ON EVALUATING TEACHERS AND BASING DECISIONS ON THOSE EVALUATIONS. IF WE WANT TO IMPROVE TEACHER QUALITY, THE CURRENT CONTRACT'S RESTRICTIONS, WHICH ALSO HAVE RESISTED NEGOTIATED IMPROVEMENTS FOR MORE THAN A DECADE, NEED TO CHANGE SUBSTANTIALLY.

OUR DISTRICT'S EDUCATIONAL LEADERS PROVIDED US LAST WEEK WITH AN EXCELLENT PRESENTATION WITH GREAT WORDS OF HOPE. MAYBE THIS FINALLY WILL BE THE YEAR IN WHICH THOSE NOBLE SENTIMENTS WILL PRODUCE TANGIBLE CHANGES TO THE CONTRACT THAT WILL BRING NEW BENEFITS TO OUR CHILDREN. IN THAT CONTEXT, IT IS MY HOPE THAT WE ON THE CITY COUNCIL CAN ASSIST IN THIS PROCESS BY PREPARING A REPORT THAT REMINDS THE PARTIES WHY THIS YEAR HAS TO BE DIFFERENT, SO THEY CAN GET OUT OF THE COMFORT ZONE OF INCREMENTAL CHANGE, AND NEGOTIATE SIGNIFICANT REFORMS FOR THE GOOD OF OUR CHILDREN.

TONIGHT'S HEARING WILL REVIEW SOME PARTS OF THE CONTRACT THAT RELATE TO BASIC WORKING CONDITIONS, BOTH IN TERMS OF THE SALARIES WE PAY OUR TEACHERS, AND THE COMMITMENT OF TIME THEY MAKE TO EDUCATE OUR STUDENTS. I ASKED AMIT JAIN, A BROWN UNIVERSITY STUDENT WHO IS WORKING AS A VOLUNTEER INTERN AT NO COST TO THE CITY TO REVIEW THE PROVIDENCE CONTRACT AND TO COMPARE CERTAIN FEATURES, WITH ALL OF THE OTHER TEACHER CONTRACTS IN EFFECT IN RHODE ISLAND.

TO PREPARE THIS REPORT, AMIT REVIEWED 36 TEACHER CONTRACTS IN RHODE ISLAND, WHICH AMOUNT TO OVER 1,200 PAGES OF DENSE AND HARD TO READ VERBIAGE. HE EXTRACTED SOMEWHERE BETWEEN 750 AND 1,000 DATA POINTS. HE THEN REVIEWED THE DRAFT REPORT SEVERAL TIMES AS DID I, TO MAKE AS MANY CORRECTIONS AS WE COULD. ALSO, IN PROVIDENCE, THERE MAY BE WORKING ARRANGEMENTS NOT REFLECTED IN THE CONTRACT THAT WE ARE NOT AWARE OF. WITH THAT SAID, HE CANNOT GUARANTEE THAT EVERY LAST PIECE OF DATA IS PERFECT, BUT IT IS HIS HOPE AND MINE THAT WE KEPT ANY ERRORS TO A MINIMUM, AND THAT THE OVERALL MESSAGE WILL REMAIN, EVEN IF A DETAIL CHANGES HERE OR THERE. ALSO, READERS CAN CHECK HIS WORK WITH THE BACKUP INFORMATION IN THE APPENDICES TO THE REPORT.