

**Warwick Teachers' Union Response
to the Superintendent's "Teachers (sic) Contract Update in Full"**

Recently Superintendent Thornton posted his version of the issues that have prevented the Warwick Teachers' Union and the Warwick School Committee from reaching a successor agreement to the 2014—2015 Collective Bargaining Agreement (CBA).

According to the superintendent, the school committee "took the matter to Superior Court so that" they "could move forward" with consolidation because he and the school committee claimed that if they had followed the terms and conditions of the expired CBA, as has been the Warwick School Committee's practice since a State Labor Relations Board (SLRB) ruling in the early 1990s and as the SLRB upheld in June 2016, they would have had to halt consolidation. Specifically, they wanted to and did violate the class size/weighting provision, which ensures an educationally sound number of students in a class, and the co-op formula, which ensures that a special educator is assigned to classes to "cooperatively" teach with a regular educator.

Now that the school year has started, and there are classes of twenty-eight students, fifteen of whom have Individual Education Plans (IEPs), and no special educators, the reasons for the class size weighting and co-op formula provisions in the CBA are obvious. These provisions protect not only a teacher's working environment but also, and more importantly, a student's learning environment.

The superintendent's claims that his side either had to violate the CBA or halt consolidation are specious. The truth is that if he had scheduled students in the manner that would have maximized their educational potential, as the CBA ensures, he would never have been able to fit 1500 students into Pilgrim High School. Currently every room, except for the automotive room, is used every period every day. The superintendent claims that violating the CBA has allowed him "to operate in the best interests of the students." That assertion could not be further from the truth, because the currently overloaded classes and classes without the required and necessary special educators are violating special education students' IEPs, and there have been negative effects on regular education students too.

Finally, the superintendent claims that the school committee and "his office" continue to negotiate in good faith with the Warwick Teachers' Union. If that assertion were true, then the parties would actually be negotiating, Warwick School Committee Chairwoman Bethany Furtado would not have walked out on mediation, the superintendent would not have filed for interest arbitration after he had attended only one mediation session, and the school committee and superintendent would not be wasting taxpayers' money in court. Also, if they were negotiating in good faith, they would follow the terms and conditions of the expired CBA until the parties settle a successor agreement. Since their side is fond of quoting from other districts' CBAs, particularly Cranston's, then they should follow the following language from Cranston's CBA: "If no agreement is reached under the re-negotiation clause of Article XXXVII, then the just expired collective bargaining agreement

shall control the relationship between the parties.” Coventry’s school committee also does not violate their CBA with the teachers’ union. Coventry’s language is as follows: “The provisions of this Agreement shall be in effect at the beginning of the 2014-2015 school year and shall continue in full force and effect until the end of the 2016-2017 school year. The parties agree to meet no later than Spring 2016 in order to attempt to negotiate a successor agreement. The provisions of this agreement shall be maintained by both parties until a successor agreement can be reached and ratified by both parties. While the parties are negotiating in good faith to reach a successor agreement, the CTA agrees not to strike or pose a job action.”

The Warwick School Committee needs to honor the terms and conditions of the expired contract, properly schedule students, and negotiate in good faith.

Listed below are the true details about the “areas of discord.”

Salary Increases

The union believes that maintaining contract language that has proved beneficial to both teachers and students is part of any negotiations. From the start the school committee’s position has been that they will provide a raise if the union agrees to let them decimate the CBA. The school committee and this superintendent have a problem understanding that a contract involves language, and that the phrasing of that language is very important. Anyone who has ever entered into a contract should comprehend that basic concept.

Sick Days

The superintendent wants to eliminate all current contract language and replace it with eighteen days and a “sick bank.” During interest arbitration when the superintendent was on the witness stand, the arbitrator went through each provision by number and asked the superintendent if he would eliminate that provision. When the superintendent replied that he would get rid of Article 9-1.4, maternity leave, the arbitrator said that he understood why the union has said that the school committee is offering concepts, not proposals.

The current contract does provide for ninety (90) sick days. However, teachers who are absent have to pay for their sick days at the end of the year. Also, the WTU offered its own proposal about sick days, so the statement, “The WTU does not want the sick days in the expiring contract to change,” is false. One other matter of note is that although the superintendent, the school committee, and their lawyer constantly mention contract language from other districts, they conveniently forget to mention that other districts, such as Cranston, have a similar number of sick days. Cranston has fifteen (15) weeks, and if a teacher uses the fifteen (15) he or she can apply for fifteen (15) more. Coventry teachers may use up to eighty (80) sick days. The ninety (90) sick days are in the WTU’s CBA to protect someone who has the misfortune of becoming catastrophically ill. Eighteen (18) days would not accomplish that goal.

Athletic Coaching

The current contract language works well. The superintendent wants to open the appointment of coaches to favoritism and nepotism.

Student Placement (Stanines)

The superintendent also has misrepresented the current practice of student placement. Currently, Grade 6 teachers do use data and a student's performance to recommend students for placement into Grade 7 classes. There is nothing arbitrary about the decisions that Grade 6 teachers make. These teachers understand the major differences between education at the elementary level and education at the junior high level. To determine the placement in which each student is most likely to achieve success, these teachers use their experience as teachers and their knowledge of each student's needs, performance in Grade 6, work habits, and performance on standardized tests.

Every student has the same opportunity for success in Warwick, because Warwick's teachers have dedicated their lives to ensuring that they do. Teachers teach the curriculum to all of their students in all of their classes while they address the needs of individual students and provide instruction that will maximize student engagement and achievement.

Before the superintendent decided to make an issue of the established practice that is in the CBA, he probably should have talked to actual Warwick teachers. He certainly does not have enough classroom experience of his own to make any informed decisions about any of Warwick's long-held practices.

Weighting

The current contract language ensures that there will be an educationally sound number of students with Individual Education Programs (IEPs) in relation to the total number of students in each class.

By violating the contract, the superintendent and school committee have created classes that have high numbers of special education students in relation to the number of regular education students in a class. There are many classes that have twenty-eight students, fifteen of whom have IEPs. This violation is harming both special education and regular education students.

The superintendent claims that "all students are provided services based on individual student need." That claim at this moment is untrue because many students have that they will receive "small group instruction" in their IEPs, and these students are in classes of twenty-eight students, which means they are not receiving services based on their individual needs. The school department is violating the contract and violating students' IEPs. In fact, when a parent of a special needs student discovered that the district had violated his child's IEP and placed him in a class of twenty-six students, he complained, and the district was forced to create the smaller classes, but only for that grade in that one school. Meanwhile, there are many other students whose IEPs are being similarly violated, but teachers cannot tell parents because the director of special services has threatened them with disciplinary action. Despite the administration's

threats and intimidation, a special education teacher at one of the secondary schools did manage to get her program restored after she showed administration that the district was violating the IEPs of thirteen specific students. However, to reinstate the program, the administration had to alter the schedules of thirty-five other students. This special education teacher had brought the violation to the administration's attention in the spring, but no one did anything until the first week of October. This district is not providing services based on an individual student's needs and is not scheduling students appropriately.

According to the superintendent, "No other district uses special education student weighting to calculate class size." What he fails to mention is that many other districts do use a "ratio" system, which does not necessarily appear in a CBA, because other districts seem to do what is right for students without teachers having to put language in the contract to ensure educationally sound scheduling. Coventry does mention "remedial" classes in its language.

Electronic Grading

The court may have ruled that the school committee can use electronic grading; however, the court also ruled that the school committee must bargain with the union. In good faith, the union met with the administration and worked on language that was to be part of a finalized agreement. However, without any regard for discussions that occurred during mediation that it would not do so, the administration unilaterally implemented electronic grading. The administration's continual elimination of provisions of the CBA and its unilateral implementation of new provisions demonstrate its lack of cooperation with union and its practice of negotiating in bad faith.

The union is not against electronic grading. However, there must be contract language that governs its use.

The history of electronic grading in Warwick reveals nothing but bad faith on the part of the school district. On the last day of school in 2013, the then-superintendent issued a "cost-saving" memo, in which he stated that the district would save \$5000 because it would no longer purchase grade books and plan books. Instead, he told teachers to use the Aspen Gradebook, for which they had received no training. In July 2013, teachers received a lengthy ConnectEd call that instructed them to go to various sections of the district's Web site and watch videos, mostly from a Cranston teacher who was using a different version of the program. To this day teachers have never received training from professional trainers. The district's solution has been to tell high school department chairs or other teachers to show their peers, or, as has happened this fall, to have the assistant principals of teaching and learning, who have to rely on their notes to attempt to explain this glitchy and unreliable system, to train teachers.

Because the administration had previously attempted to negotiate for electronic grading but in June 2013 had unilaterally implemented it, the WTU filed and won, in November 2014, an Unfair Labor Practice against the school committee. Instead of negotiating with the union, the school committee went to court and in March 2016 received the ruling that it can use electronic grading but must bargain with the union.

The superintendent's update constantly mentions other districts. What he fails to mention is that other districts treat their teachers' unions with respect at the bargaining table. The recurring theme with this superintendent and this school committee is that they do not wish to bargain in good faith.

Co-op Versus Co-teaching

The current contract language ensures that a special education teacher will be assigned to any class that has a certain ratio of students with IEPs to students without IEPs.

By violating the contract, the superintendent and school committee have prevented special education teachers from being assigned to all classes that per the contract would have had special education teachers assigned. There are many social studies, science, and literacy classes that should have a special education teacher but do not. The superintendent's unilateral elimination of the co-op language is harming both special education and regular education students.

"Co-op" is short for cooperative teaching, which means "co-teaching," which means "collaborative teaching," which means two teachers who are teaching together. If the superintendent prefers the term "co-teaching," then he can use it. Under the current contract the special education teacher does teach the class with the regular education teacher. The union is willing to discuss the best way to ensure that all students get whatever services they need to be successful in school. The superintendent's unilateral decision to implement the special service director's new scheduling scheme not only violates the CBA but also does not meet "individual student need," as the superintendent's update asserts. Before the superintendent, the director of special services, or anyone else casts aspersions upon the contractual method of assigning special education teachers to classes, that individual should speak to both regular education and special education teachers and should have spent some actual time teaching students in a classroom. To say that special education teachers have been merely covering classes is both erroneous and insulting.

As with their violation of "weighting," the superintendent's and school committee's violation of the co-op language has resulted in the violation of IEPs. Although the superintendent asserts that IEP teams, including parents, write the goals and objectives to meet the students' needs, there is evidence that the administration has made unilateral changes to IEPs.

Staff Reductions

In the past few years the school committee has not laid off the twenty teachers each year that the CBA permits. Since the school committee has not even done what the agreement permits them to do, there is no need to increase the number of permitted layoffs per year. The school committee wants unlimited layoffs. This provision could cause chaos, because theoretically they could send out nine hundred (900) layoff notices. Having a limited number of permitted layoffs forces the school committee to do its job and look logically at the staffing needs. Having an unlimited number of layoffs gives them permission to send out many more layoffs than they will ultimately need.

Although prior to this year the school committee had not laid off the maximum contractual number of twenty in the past few years, in the past fifteen years or so, the school committee has reduced the teaching staff by about 20%, as the student population has decreased 25%. In this same period of time, the school committee has increased the administrative staff by 25.7%. There are extra administrators in three of the four secondary schools; for some reason, more students in the schools have resulted in more administrators but not more teachers. The central administration office continues to grow, most noticeably with the creation of the position of “Chief Academic Officer,” an unnecessary position whose creation the school committee did not even discuss.

Students need teachers in the classroom. There needs to be an appropriate number of teachers to meet the needs of the students. At both the September and October school committee meetings, the school committee had to restore teaching positions that they should never have cut in the first place. According to the superintendent’s update, the actual number of layoffs has been reduced to twenty-two from the sixty-four that had been laid off in June. However, his numbers are incorrect because many of those positions are not full-time.

This issue directly relates to the “weighting” and “co-op” issues. If the administration had appropriately scheduled classes and not crammed twenty-eight students, regardless of their special needs, into classes, then it would have been unable to lay off as many teachers as it has.

If the school committee believes that staff reductions are necessary, they need to reduce their administrative staff, which has grown under the present administration.

Common Planning Time

The CBA includes two meetings a month that principals may use to meet with teachers.

Job Fairs

The current Job Fair language does not base transfers solely on seniority. Our current job fair works fine, and teachers who have received an “unsatisfactory” rating are not allowed to transfer. The superintendent’s proposal would involve possible arbitration and two job fairs. He bases his specious argument for changing the current process on a highly unlikely scenario, which is that he wants to challenge a high school chemistry teacher who wants to teach kindergarten. There is no way that he knows the qualifications and abilities of over nine hundred (900) teachers. His desire to grant approval is merely posturing on his part.

The current situation with RIDE is a result of a disagreement between former Commissioner Deborah Gist and Warwick’s previous superintendent.

Teacher Evaluation

There have been many issues, too many to recount here, with the “Rhode Island Model Teacher Evaluation and Support System,” its official title. However, RIDE revised the model four times

in five years. We teachers in Warwick have been involved with this system since its inception because Warwick was a pilot district. When the District Evaluation Committee (DEC) was still meeting, teachers and administrators both shared serious concerns about this evaluation system and worked together to provide feedback to RIDE to encourage the leaders there to make the system less onerous for everyone. However, unfortunately, the DEC has not met, which should lead one to question the current administration's commitment to the process.

The RI Model is highly flawed and prevents teachers from devoting a maximum amount of time to their students. Warwick teachers were so strongly against this system that almost every one of them signed a petition against it. The current process in the CBA includes the components in the RI Model and does so in a less onerous manner. There is no need to use the RI Model, except for those teachers who need to have RIDE renew their certifications.

Department Head Evaluation

Department heads currently receive an evaluation from the principal every year. The union is not against working with the school committee to agree to a new department chair evaluation.

Educational Materials

The school committee and the union have worked on this language.