

A Passing Grade

TEACHERS EVALUATE THE NYC CONTRACT

May 2014

"For teachers, the contract dictates the outline of our job. The creation of the contract is a process that's been behind closed doors for a long time, and that's why we put this report card together - to make sure the voices of classroom teachers are heard."

CHRIS FAZIO,

English teacher, Queens Metropolitan High School

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Executive Summary

INTRODUCTION

New York City and the United Federation of Teachers have proposed a new teachers' contract. We, a diverse group of NYC teachers who came together to form the Educators 4 Excellence-New York Teacher Policy Team on the NYC Teachers' Contract, have evaluated the new contract based on the following principles: A strong and meaningful contract should **(1)** Be student-centered to ensure a positive impact on students' learning and development; **(2)** Recognize teachers as professionals in recruitment, retention, compensation, and career development; **(3)** Allow teachers and schools the flexibility to be innovative and creative in the use of time, resources, and instruction to ensure that they can be highly effective; and **(4)** Be written in a clear, concise manner so that all stakeholders can use it as a resource.

PROFESSIONAL DEVELOPMENT

We welcome the new emphasis on dedicated time for professional development and collaboration in order to improve teaching and learning. We are concerned about the loss of instructional time and hope struggling students receive new opportunities for quality tutoring.

TEACHER EVALUATION

The new contract makes the evaluation system more useful to teachers and more manageable for principals by streamlining the Danielson framework, leveraging great teachers to evaluate their peers, and tightening the feedback timeline. However, we are concerned by the decision to delay the use of student surveys as part of a multi-measure evaluation.

CAREER LADDERS

The proposed contract creates three new leadership positions for "effective" and "highly effective" educators. This is an important step towards professionalizing teaching. However, we would have preferred a comprehensive career ladder that includes intensive support for novice teachers.

HARD-TO-STAFF SCHOOLS AND SUBJECTS

The new contract provides additional compensation for teachers in high-needs schools. This aligns closely to our recommendations, although we believe the program should be expanded to include educators in hard-to-staff subjects as well.

FLEXIBILITY AND INNOVATION

We are thrilled that the new contract creates the opportunity for up to 200 schools to collaborate and innovate in order to remove burdensome regulations. This will be done with teachers' support and approval, and should be tailored to fit individual schools' needs. But we have one question: why limit this to 200 schools?

THE ABSENT TEACHER RESERVE (ATR)

The new contract makes long-overdue changes to the ATR, though at present it is impossible to tell how such changes will be implemented. The new contract places ATR members in schools, while allowing principals to send those teachers back to the ATR at “any time.” A teacher who is sent back twice for “problematic behavior” will face an expedited disciplinary hearing. Budgetary changes have been made to ensure that veteran teachers are not discriminated against in the hiring process. We are tentatively optimistic that this will give teachers a fair shot at finding permanent positions, while maintaining principal autonomy and moving towards a more fiscally sustainable system. However, we are concerned that the definition of “problematic behavior” is vague and does not include considerations of teacher effectiveness.

PERFORMANCE PAY

Although the contract proposes a form of performance-based pay through teacher leadership positions, we would have preferred a broader system that rewards excellence in the classroom based on a multi-measure evaluation system.

RETROACTIVE PAY AND BASE SALARY

The new contract includes full retroactive pay, disbursed in increments through 2020, as well as base salary increases. We support both back pay and base salary raises, but we are concerned that the emphasis on retroactive pay distracted from reforms that could have led to long-term improvements in teacher retention and student achievement. Our union could have sent a powerful message by negotiating the contract with retroactive pay as one of many priorities – but not the top priority.

CLARITY AND BREVITY

Unfortunately, the new contract does little to create a user-friendly agreement that is accessible to all stakeholders. Instead of crafting a concise, comprehensible document, the negotiations led to what we have always had: hundreds of pages of dense legalese.

CONCLUSION

Overall, this contract receives a passing grade, and we think it takes small, yet important, steps in the right direction. However, the final contract also missed many opportunities to significantly elevate the teaching profession and improve outcomes for students in New York City.

DUE PROCESS

The issue of how to address serious allegations of misconduct against teachers has plagued the profession, so we were disappointed that the new contract does not substantively address it. A fair, expeditious process is needed, with mechanisms to ensure that all timelines are followed. We would recommend a system similar to the one recently endorsed by the American Federation of Teachers.

CLASS SIZE

The proposed contract does not address class size. Although we understand that doing so would be quite expensive, this reform should have been considered, particularly where research suggests that class size reductions can lead to improved student outcomes. At the same time, flexibility should have been built into the contract to allow “effective” and “highly effective” teachers to take on additional students for additional compensation.

TENURE

The new contract does nothing to improve the tenure-granting process to make it a more significant professional milestone. We recommend that tenure be tied to the new evaluation system so that teachers receive the designation after two ratings of “highly effective” or three ratings of “effective.”

PENSIONS

The proposed contract does not address pensions whatsoever; we would recommend that the contract form a committee dedicated to studying and suggesting changes to the pension system. The current, heavily back-loaded pension structure may not adequately recruit or retain a new generation of educators, and it should be studied to determine whether a portable, smooth-accrual system – in which teachers accumulate the same additional pension compensation for every year of service – is more effective.

Letter

TO OUR FELLOW TEACHERS

It has been nearly four years since New York City public school teachers have had an updated contract.¹ We are ready for a new deal, and we are pleased that an agreement has been reached between the City and the leadership of our union, the United Federation of Teachers (UFT).

Unfortunately, too few teachers are engaged with our union, the collective bargaining agent that represents us. The last teachers' union election in New York City saw an abysmal turnout – only about 20% of working classroom teachers voted.² That is why we took it upon ourselves – as fifteen New York City public school teachers and UFT members – to evaluate the proposed contract as part of the Educators 4 Excellence–New York Teacher Policy Team on the NYC Teachers' Contract. We could not be passive; we must lead on this issue.

As all teachers know, grading requires a fair and objective rubric, so we defined four principles to guide our decision-making. We agreed that the new contract should:

1. Be student-centered to ensure a positive impact on students' learning and development.
2. Recognize teachers as professionals in recruitment, retention, compensation, and career development.
3. Allow teachers and schools the flexibility to be innovative and creative in the use of time, resources, and instruction to ensure that they can be highly effective.
4. Be written in a clear, concise manner so that all stakeholders can use it as a resource.

The first principle came from the simple idea that students' needs should come first and foremost in any contract negotiation. That does not mean that teachers' concerns should be dismissed – far from it. We believe, as our second principle articulates, that student learning and teacher professionalism are complementary and inextricably linked. Relatedly, schools and teachers must be given the opportunity and flexibility to be innovative and creative, as these are central tenets of professionalism. The contract should be a catalyst for innovation, not a hindrance to it. Finally, a contract must be accessible to all stakeholders. It is fine for the agreement to be thorough when necessary, but it is unacceptable for such a document to contain hundreds of pages of dense legalese, rendering it largely incomprehensible to teachers, parents, principals, and students.

We used these principles as a foundation for two months of research and debate to reimagine a more ideal teachers' contract. We crafted recommendations based on best practices, sound research, and our collective years of experience teaching in New York City public schools. With a proposed contract up for ratification, we have evaluated its contents using our principles as guideposts, rather than our team's original recommendations. In other words, a proposed change could, and in some cases did, receive a high mark even if it did not align with how we would have addressed the issue, so long as it aligned with our overarching principles.

In sum, we gave the contract a passing grade. There were many missed opportunities, but there were just as many positive changes. The contract leaves reason for optimism, and reason to continue to push for more changes that will help students.

With a shared commitment to our profession and our students,

The 2014 Educators 4 Excellence–New York Teacher Policy Team on the NYC Teachers' Contract

Professional Development



Issue Overview: Citywide, there is currently time allocated for professional development on a monthly basis and on a few select days throughout the school year.³ However, there is no process for ensuring this time is used effectively. Thus, from school to school, there is significant variation in the quality of professional development for teachers.

OUR VISION

- An Educators 4 Excellence-New York Teacher Action Team on the Common Core State Standards suggested that teachers receive a week of professional development before the next school year starts.⁵
- A school-based professional development committee should be created to support training for teachers that is tailored to individual teachers' and schools' needs and proven to be effective.

NEW CONTRACT⁴

- The default use of the 37.5 minutes – the additional workday time that was added in the 2005 contract⁶ – will shift from instruction and tutoring to professional development, parental communication, and preparation.
- On Mondays, 80 minutes will be allocated to professional development – directed and developed by a school-based committee.
- On Tuesdays, 40 minutes will be allocated for parent engagement and 35 minutes will be allocated for broadly defined “other professional work”.
- Schools may continue to use the School Based Option (SBO) process to create alternative schedules, including two pre-approved SBOs.

Analysis: We believe the move towards more professional development is extremely important, particularly as we work to implement the new, more rigorous Common Core State Standards. Just as important is the creation of a school-based professional development committee, which will help ensure that training is high quality and tailored to individual schools' needs. We think both the time for development and the use of a school-level committee will help recognize teachers as professionals.

We also support additional time for parent contact and general preparation. As teachers, we often feel overwhelmed – there is too much to do and not enough time to do it, contributing to the devastating attrition in our schools. This additional time will make our jobs a bit more manageable.

Our biggest concern about the new emphasis on professional

development is that it will come at the loss of instructional time for students. New York City already has less instructional time than many comparable cities.⁷ However, many of our experiences with the 37.5 minutes of tutoring time have been negative; it has often not been utilized fully, as there are few incentives for students to attend the tutoring sessions. We believe the additional professional development can be leveraged to make teachers more effective if done well.

As this new workday is implemented, we hope that schools and the DOE find creative ways to offer opportunities for high-dosage, high-quality tutoring for struggling students, the value of which is backed by abundant research.⁸ It is essential that student learning is not sacrificed for teacher learning. We also want to make sure that school-based professional development committees receive the authority, resources, and support to implement quality professional development. After all, the efficacy of this initiative hinges on whether schools make training useful to their teachers.

Teacher Evaluation

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Issue Overview: In 2010, the state legislature passed law 3012–c,⁹ creating a new framework for a multi-measure evaluation system.¹⁰ After an impasse between the UFT and NYC Department of Education (DOE) to agree on locally determined details, State Education Commissioner John King stepped in to create the current evaluation system, now called Advance. Under Advance, 60% of a teacher’s rating is based on observation scores of all 22 components of the Danielson framework and 40% is based on Measures of Student Learning (MOSL).¹¹ Under Commissioner King’s decision, student surveys would serve as 5% of teacher evaluation by 2014–15, and the observation component would decrease to 55%.

OUR VISION

Last year, the Educators 4 Excellence–New York Teacher Policy Team on Evaluation Implementation¹³ recommended:

- Teachers should receive training on the Danielson Rubric, as well as on how to give and receive feedback.
- Teachers with a track record of success should be leveraged as peer evaluators.
- Principals should have manageable observation loads and should give teachers prompt, actionable feedback.
- Teachers should receive timely feedback and targeted professional development.
- The system should be continuously improved and reflected upon as it is implemented.

Analysis: Many of the changes to the evaluation system will improve its ability to offer teachers meaningful support and feedback, and will in turn increase buy-in to the still-developing system. We are glad the UFT and DOE made such changes, which reflect a commitment to continuous improvement.

One of the challenges of implementing Advance has been its complexity, and the workload that goes along with it. Streamlining the system, without sacrificing its quality, is critical. The prioritization of certain Danielson competencies helps make the observation itself, as well as the subsequent paperwork and feedback, more manageable for principals.

We are also glad that feedback has been prioritized by shortening the window in which it must be given following an observation. Ideally feedback would be shared with a teacher within 24 hours of an evaluation, and we hope principals will make this their goal.

NEW CONTRACT¹²

- Only eight components of the Danielson framework will be rated, and teacher artifacts¹⁴ will no longer be used.
- Teachers rated “highly effective” may choose to have just three informal observations.¹⁵
- Feedback and evaluator forms must be provided to teachers within 15 and 45 school days, respectively, of an observation.¹⁶
- The use of student surveys as a measure will be delayed by one year and will go into effect in 2015–2016, unless there is an agreement to use them earlier.
- Peer validators – those who confirm an “ineffective” or “developing” rating – will be teachers with at least five years experience and a rating of “effective” or “highly effective” in the most recent year.¹⁷

We also support the move towards peer evaluators, which mirrors our past Teacher Policy Team’s recommendations. This will both increase teachers’ buy-in to the system and provide an additional rung on the career ladder for “effective” and “highly effective” educators.

We are very concerned about the delay in use of student surveys because there is strong evidence that listening to students is an important part of an accurate and fair evaluation system.¹⁸ We encourage the UFT and DOE to agree to put student surveys in place for next school year.

On balance, though, we think these changes show a commitment to meaningful evaluations through a willingness to adjust course to improve the program. We hope to see this same sort of commitment moving forward, as more tweaks will no doubt be necessary.

Career Ladders

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Issue Overview: Most professions allow their members to advance in their careers both in terms of responsibilities and compensation. But in teaching, a first year teacher and a veteran teacher often have the same responsibilities. Indeed, there are limited leadership opportunities in education, unless teachers want to leave the classroom. Currently in New York City, there is a Lead Teacher program, but only about 0.3% of teachers participate in it.¹⁹

OUR VISION

- The district should institute a comprehensive four-step career ladder²¹ – with Emerging, Professional, Lead, and Master Teachers – with each step bringing a salary increase.
- Emerging Teachers would be beginning educators who receive significant professional development, quality mentorship, and a lighter class load.
- Professional Teachers would work continuously to hone their practice and build their leadership. Teachers would become “Professional” after three “effective” or two “highly effective” ratings.
- Lead Teachers would serve as mentors and have the opportunity to share best practices. Educators would be eligible to become Lead Teachers after attaining five “effective” or three “highly effective” ratings.
- Master Teachers would serve as mentors and peer evaluators, as well as leaders of school-based professional development. This role would require seven ratings of “effective”, including at least one “highly effective” rating.

NEW CONTRACT²⁰

- Three new teacher leadership positions will be created: Teacher Ambassador, Model Teacher, and Master Teacher; these positions will receive pay differentials of \$7,500, \$7,500, and \$20,000 respectively.
- Teacher Ambassadors will swap schools with other Teacher Ambassadors for a year and work to share best practices across schools.
- Model Teachers will serve as instructional leaders by establishing a laboratory classroom, demonstrating lessons, and exploring emerging instructional techniques.
- Master Teachers will work with school leadership to develop instructional capacity, which includes designing instructional support activities; leading study groups around standards, assessments, and instruction; coaching colleagues; and modeling best practices.
- All of these positions require a rating of “effective” or “highly effective” in the previous year.

Analysis: There is currently a dearth of opportunities for teacher leadership, despite evidence that higher-performing countries offer more opportunities for teacher leadership and career advancement.²² The new contract makes significant positive steps in this regard, through the creation of multiple opportunities for teacher leadership tied to significant compensation increases. Further, we are supportive of tying eligibility for these roles to teacher effectiveness. The new contract stipulates that these roles are only available to teachers rated “effective” or “highly effective” in the previous year.

Because the contract does not specify how many of these leadership roles will be available, we worry that only a relatively small number of teachers

will have the opportunity to participate. Similarly, it’s important that the cost of these positions is not counted against a school’s budget, since doing so would create disincentives for their use.

We also believe that a step in the ladder should exist at the beginning of teachers’ careers to help them ease into the profession through increased support and mentorship and lighter class loads. This will help reduce the “sink or swim” mentality that leads to significant attrition of new teachers.²³

Going forward, we hope to see an expansive and comprehensive career ladder that allows as many teachers as possible to participate.

Hard-to-Staff Schools and Subjects



Issue Overview: Staffing is often a severe challenge in high-poverty schools,²⁴ particularly in subjects like math and science,²⁵ as well as special education.²⁶ Indeed, there's evidence that some of the best New York City teachers are transitioning from high-poverty schools into low-poverty ones at alarming rates.²⁷ In one estimate, 40% of new teachers at low-performing New York City elementary schools left their school within two years; that number jumps to a breathtaking 60% for low-performing middle schools.²⁸

OUR VISION

- Teachers in high-needs schools—generally defined as those with high rates of poverty—should receive a \$7,500 salary differential.
- Teachers in hard-to-staff subjects—generally defined as math, science, and special education—should receive a \$2,500 salary differential.

Analysis: Professional sectors such as medicine, the military, civil service, and private industry often use additional compensation to attract talented candidates to fill challenging roles.³¹ This can work in education too. Research suggests that this practice can help recruit and retain top teachers where they are needed most. For example, in one study where \$2,400 bonuses (inflation-adjusted) were given to teachers in math, science, and special education in high-poverty schools, there was a 12% decrease in teacher turnover.³² Another recent initiative recruited high-performing teachers into struggling schools by offering them significant bonuses for transferring, and it produced strong results at the elementary school level.³³ And in Denver, preliminary analysis of a program³⁴ that awards higher pay for teachers in hard-to-staff schools and subjects suggests that teacher retention improved as a result.³⁵ In other words, this is a research-based reform that will help our highest-needs students.

We are thrilled that the UFT and DOE recognized the need for the new contract to focus on improving teaching quality in high-needs schools by

NEW CONTRACT²⁹

- A hard-to-staff differential—the amount of which is determined by the Chancellor, and for next year will likely be \$5,000³⁰ — goes to all teachers, except those rated “ineffective,” in schools designated by the Chancellor as hard-to-staff.
- There is no differential for teachers in hard-to-staff subjects.

offering additional compensation to those who take on this challenging and rewarding work. We also support the decision not to provide salary differentials to teachers rated “ineffective,” since the goal is to recognize, reward, and retain high-quality educators.

Unfortunately, the contract missed an opportunity to incorporate a supplement for teachers in hard-to-staff subjects — this could have been a valuable step to make sure students have great teachers in every class.

Although financial incentives are not the only method we should use to recruit and retain teachers, the research suggests that they can be effective. Overall, we believe that the new contract takes an important step to improve recruitment and retention of high-performing teachers in high-needs schools, but high-needs subjects should not be ignored. We hope that the Chancellor maintains — or even expands — these bonuses in years to come.

Flexibility and Innovation

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Issue Overview: The best vehicle for innovation in the contract is the School-Based Option (SBO), which allows for limited contractual modifications in individual schools. SBOs require consent of the principal, union chapter leader, and 55% of the voting staff. In practice, by informal union directive, SBOs are only brought up to a vote if they have “near-unanimous” support by staff.³⁶ All schools’ SBOs sunset after one year.³⁷ Another opportunity for innovation is the use of pilot programs. The 2007 New York City teachers’ contract instituted a building-wide performance-pay program that was independently evaluated.³⁸ Even though research found this particular system did not improve student achievement, the point is not that all such programs will succeed, but rather that thoughtful experimentation itself adds to our knowledge about what works in education.

OUR VISION

- We support the current system of SBOs but oppose the restrictive standard of “near-unanimous” support by staff. To avoid this problem, either principals or chapter leaders should be able to put proposed SBOs up for a staff vote.
- The current one year sunset period for SBOs should be extended to three years.
- The new contract should create a committee to select – from proposals submitted by teachers, principals, and parents – and fund an innovative pilot program within City schools. Independent researchers should evaluate the program’s efficacy.

NEW CONTRACT³⁹

- The new contract sets up an initiative called PROSE (Progressive Redesign Opportunity Schools for Excellence). PROSE allows schools the flexibility to make substantial changes⁴⁰ to the contract and the Chancellor’s Regulations to foster innovation and improve student outcomes. Up to 200 schools may participate.
- A school can join the program by having its leadership team submit a five-year proposal to a joint UFT–DOE panel.⁴¹ If approved by the panel, the proposal is brought to the school’s staff and requires the support of 65% of all voting UFT members and principal approval.

Analysis: We are encouraged by the PROSE program’s commitment to collaboration, flexibility, and innovation, even though the approach used in the contract is different from what we envisioned. We support the broad flexibility that these schools will be given, as well as the emphasis on teacher buy-in. We also like the requirement of longer-term commitments – five years – for schools that adopt PROSE.

We do have a few concerns, however. First, unlike the pilot program in the last contract, there is no provision to ensure that the initiative will be rigorously evaluated. Program evaluation adds to our understanding of what is and is not successful in education policy. Moreover, we are not sure why PROSE is limited to 200 schools – if more schools want to

participate and have the leadership and staff support to do so, an arbitrary cap should not stand in the way. Finally, although the contract language seems to allow for broad innovations by schools, it is not entirely clear just how broad. We do not know whether certain human resources, staffing, and compensation requirements can be altered, but these are critical levers that educators should be given control over.

As this program is implemented, we will look to see that wide-ranging flexibility is allowed for schools that opt-in to PROSE. We hope that the effectiveness of the program is evaluated by independent sources so that its failures can be studied and its successes replicated to help all schools improve.

Absent Teacher Reserve



Issue Overview: The Absent Teacher Reserve (ATR) is a pool composed of approximately 1,200⁴² “excessed teachers”—those displaced from their jobs because of falling school enrollment, budget declines, programmatic changes, or school closures.⁴³ While most excessed teachers have quickly found new teaching positions,⁴⁴ others have struggled to secure permanent placements, with some remaining in the ATR pool for many years.⁴⁵ The ATR costs the City an estimated \$100 million annually.⁴⁶

OUR VISION

- Teachers should have two full Department of Education (DOE) defined hiring seasons (April to August)⁴⁸ to find a job, starting from when they are notified that they will be excessed.
- After two hiring seasons, ATR teachers who are unable to find a permanent position should be placed on unpaid leave.
- “Mutual consent” hiring⁴⁹ must be maintained.
- The DOE should subsidize ATR teachers’ salaries at the school level to ensure that senior teachers are not penalized in the hiring process.⁵⁰
- Job fairs, trainings, and additional career pathways should be offered to ATR teachers.

NEW CONTRACT⁴⁷

- Come October 2014, when possible, ATR teachers will be interviewed by the DOE and some will be assigned to vacant positions in their license area and borough.
- A principal may return an ATR teacher to the pool at “any time” if the placement is not working out.
- If a teacher is sent back to the pool by principals twice due to “problematic behavior,” the teacher must go through an expedited one-day disciplinary hearing before a neutral arbiter.
- When hired for permanent placements, ATR teachers will no longer negatively impact schools’ budgets, eliminating the disincentive to hire veteran ATR members.

Analysis: We are genuinely conflicted about the proposed ATR reforms, largely because it is difficult to know how such changes will be implemented. On balance, however, we are cautiously optimistic that these changes will lead to a system that places effective teachers back in the classroom, maintains school autonomy, and ensures the financial sustainability of the ATR.

We are glad that the new contract will “hold harmless” schools’ budgets to ensure that veteran teachers are not disadvantaged in hiring. Moreover, hearings for ATR teachers sent back to the pool twice for “problematic behavior” will be expedited, which is incredibly important, since no teacher should go through a draw-out disciplinary process.

We oppose forced placement,⁵¹ so we are concerned with any provision that would put teachers into schools without both the teacher’s and principal’s

consent, even for a day, as the new system allows. That being said, we are glad that principals will have the flexibility to remove ATR teachers who are not good fits at the schools they are placed in.

We are also wary of the vague nature of the term “problematic behavior,” the standard by which a teacher can be brought to a hearing. This standard may not be fair to teachers, since it does not define what could lead to disciplinary action. Similarly, the standard may fail to include pedagogy, and it is important that ATR teachers – like all teachers – are fairly evaluated based on their classroom practice and teaching effectiveness.

In sum, the new system is not perfect, but we are hopeful. As we monitor the implementation, we will look to ensure that ATR teachers are treated fairly, principals have true autonomy over their schools, and “problematic behavior” hearings are handled equitably and expeditiously.

Performance Pay



Issue Overview: The current “step and lane” salary schedule raises compensation for teachers based exclusively on two factors: increased years of experience and additional post-graduate degrees and credits.⁵² The current salary schedule does not adjust compensation for teachers’ performance or impact on student learning.

OUR VISION

- A performance-based pay system should be instituted to ensure that high-performing teachers are recruited, rewarded, and retained.⁵³
- This compensation system should be tied to the multiple-measure evaluation system already in place.

NEW CONTRACT

- There is no comprehensive performance-based pay system in the new contract.
- The career ladder system can be thought of as a form of performance pay, since only “effective” or “highly effective” teachers may participate.

Analysis: A pay structure that puts a premium on performance is an important part of modernizing and professionalizing teaching. Although experience and continued education should still be considered in teacher compensation, the old salary schedule of steps and lanes must be fundamentally restructured.

We do not endorse offering teachers a one-time bonus based solely on student test scores, since doing so in isolation has no effect on student achievement.⁵⁴ However, we are encouraged by recent research from Washington D.C.’s public schools, finding that performance pay tied to meaningful evaluation and professional development can lead both high-performing and struggling teachers to improve.⁵⁵ The research also

found that poorly rated educators were more likely to voluntarily leave the district, another benefit of a multi-measure evaluation system tied to compensation.⁵⁶ We also believe that performance-based compensation will help keep great teachers, as research is clear that higher salaries can boost teacher retention.⁵⁷

The new career ladder does much to recognize excellence, but it only applies to a small fraction of teachers who choose to take on extra responsibilities. This has many benefits, but it does not reward high-performing teachers who choose to stay in the classroom in their current roles. As the new evaluation system evolves and gains buy-in, we hope to see teacher performance considered in compensation decisions.

Retroactive Pay and Base Salary



Issue Overview: Since our salary schedule has not changed since 2009, the issue of retroactive pay has been a focal point for many teachers, particularly since the cost of living in New York City has continued to rise. UFT President Michael Mulgrew stated that retroactive pay was “what we were negotiating for first and foremost.”⁵⁸

OUR VISION

- We support retroactive pay as it shows appreciation for teachers’ hard work and dedication.
- Back pay, however, should not be our top priority, and we have proposed other reforms that would more effectively appreciate and respect teachers.
- We also support base pay increases, though we recommend shifting to a performance-based compensation system.

NEW CONTRACT⁵⁹

- Full retroactive pay will be paid out incrementally through 2020.⁶⁰
- Base salaries will increase by a total of 19.5% by 2018. Starting salary will be ~\$54,000 for a teacher with a bachelor’s degree; the salary schedule will top out at ~\$119,000.⁶¹

Analysis: As teachers, we support the push for retroactive pay. We see this as an issue of fairness and respect, so we are glad it was included as part of the contract. We are also glad to see across-the-board pay increases. There was progress made here, but this provision has earned a mediocre grade because retroactive pay should never have been the top priority in the negotiations. It is by nature backwards looking, and a new contract should predominantly set the profession and our students up for success in the future.

The fundamental issue behind the push for back pay – contrary to what one reads in the media – is respect. As teachers, we do not feel like our hard work is always appreciated, and retroactive pay is one avenue to show such appreciation. But it is not the only one.

We appreciate that our union fought for us by advocating for retroactive pay, and we recognize that this contract made many other positive changes. But the choice by UFT leadership to make back pay the top goal was a missed opportunity. Some of our recommendations, such as starting salary increases, career ladders, additional pay for high-needs schools, and class size reductions would have been preferable for elevating the profession and improving student outcomes. It would have sent a powerful message that our union held both its members and our students as priorities during negotiations.

Clarity and Brevity



Issue Overview: The current contract is 165 single-spaced pages, including appendices, of often-inaccessible legalese.⁶² The structure, language, and organization of the contract often defy intuitive understanding, thus making it a point of confusion rather than clarity for most stakeholders. Navigating the ins and outs of the document is no easy task, which is why the DOE has previously issued principals an 88-page summary of the 165-page contract.⁶³

OUR VISION

- Contractual language should be clear and straightforward, with definitions included where jargon or legal language is necessary.
- Extraneous and antiquated provisions should be eliminated.
- In order to achieve the above recommendations, negotiators reviewing the contract should ask the following questions:
 - Is this section necessary?
 - Is this section written in the clearest and most concise manner possible without sacrificing its purpose and meaning?

NEW CONTRACT

No changes.

Analysis: The reason for prioritizing a clear and comprehensible agreement is simple: the teachers' contract is a public document that defines the workings of our public schools and must be accessible to all stakeholders, especially educators, parents, and policymakers. This means that if a teacher has a question about the contract that governs her job, she should, in most cases, be able to flip to the relevant section and answer her own question. She should not have to ask her chapter leader who in turn might have to consult the district representative.

A parent, concerned citizen, or elected official should be able to do the same. This will have the effect of enhancing public debates. Everyone with a stake in education policy should have the ability to readily

understand the teachers' contract. To ensure that this legal document is accessible to all parties, every section of the contract should undergo a careful examination to make sure that the final product is clear and concise.

A slim, clearly written contract has been created and adopted by UFT bargaining units in the past,⁶⁴ but the proposed contract does not move in this direction. We were glad that the new contractual language is relatively readable, but the contract as a whole remains inaccessible. And for teachers like us who want to understand the agreement we work under, that is a shame.

Due Process



Issue Overview: The issue of due process for allegations of serious misconduct has plagued New York City with disproportionate press coverage,⁶⁵ making it an embarrassing mark against the teaching profession. For years, the process for filing allegations of serious misconduct in New York City has been convoluted, confusing, and often misused by all parties. This has led to a general mistrust of the process and unnecessary media focus on a few tragic cases to the detriment of positive stories about public education.

OUR VISION

- For teachers accused of severe misconduct we support a system that was endorsed by the American Federation of Teachers (AFT).⁶⁷
- Under this system, adjudications of complaints would only take 100 days, while safeguards would be in place to ensure that accused teachers are treated fairly.
- There should be penalties – specifically, fines to the DOE and UFT – to guarantee that deadlines are met.
- Arbitrators should have set terms of at least three years to protect their independence.

NEW CONTRACT⁶⁶

- The definition of sexual misconduct will be broadened to include more contemporary situations, such as inappropriate text messaging.
- At least 25 hearing officers will be appointed to adjudicate issues of serious misconduct.
- Mediation will be offered to attempt to settle hearings voluntarily.
- However, the process through which serious allegations are adjudicated appears to be largely unchanged.

Analysis: We are disappointed that the new contract does not significantly address this important issue, which has troubled the education system for years. The broadening of the definition of sexual misconduct as well as increases to the number of hearing officers and mediation opportunities seem like sensible reforms. But they are unlikely to lead to the fair, expeditious system that schools and teachers deserve.

We support a system, very much like what the AFT has proposed, in which allegations of serious misconduct must be resolved within 100 days under a strict timeline. We recommend adding penalties, for both the DOE and UFT, if the timeline is not followed. Otherwise, either

side can obfuscate the process. We also would have extended the terms for arbitrators from one to three years, in order to safeguard the independence of the process, which has been called into question in recent years.⁶⁸

Teachers accused of serious misconduct deserve a quick, equitable hearing; such allegations should not hang over their heads indefinitely. Schools and parents also deserve a fair process for addressing the impropriety when it arises. Moreover, our inability to solve this important issue has contributed to the weakening of the teaching profession, and we need to tackle this problem directly. This contract is a missed opportunity for doing just that.

Class Size



Issue Overview: With certain exceptions, the current contract limits class sizes to 32, 33, and 34 students in elementary, junior high, and high schools, respectively.⁶⁹

OUR VISION

- The City should place greater emphasis on reducing class sizes, especially where research suggests it will benefit student achievement.
- Schools and teachers should have the flexibility to adjust to local contexts. "Effective" and "highly effective" teachers should have an opportunity to take on additional students above the cap for additional compensation.

NEW CONTRACT

No changes.

Analysis: The best research on class size took place in Tennessee, which conducted a gold-standard randomized study regarding the value of significant class size reductions in kindergarten through second grade. The results were overwhelmingly positive.⁷⁰ Follow-up studies confirmed that lower class sizes created long-lasting benefits⁷¹ and reduced the black–white achievement gap.⁷² Other research from Wisconsin,⁷³ Israel,⁷⁴ and Denmark⁷⁵ appear to substantiate Tennessee's significantly positive outcomes. The research on class size in middle school and high school is scarcer. The evidence, however, suggests that lower class sizes in later grades can also produce positive effects.⁷⁶

At the same time, schools and teachers need the flexibility to do what works in their schools. For example, a larger class may be successful in

particular classrooms with particular teachers. Within certain constraints, there should be freedom to adjust that limit. This recommendation is based on evidence that targeted redistribution of students can lead to a net enhancement of student achievement.⁷⁷ We propose that "effective" and "highly effective" teachers receive additional compensation for taking on students beyond the class size cap. This should only be done with the teacher's and principal's consent.

Unfortunately, the new contract does not address this important issue. We understand that class size reductions can be quite expensive, and this reform is not necessarily our top priority. That being said, we wish that class size had been reduced, at least in areas where research suggests it will strengthen student achievement.

Tenure



Issue Overview: Previously, tenure in New York City was largely a formality, and was awarded to almost every teacher with little attention to performance. In recent years this has changed: In 2012, for example 55% of eligible teachers received tenure, compared to 97% in 2007.⁷⁸ Currently though, the tenure process is separate from the evaluation system and requires the completion of an extensive, onerous, and non-representative teacher portfolio.

OUR VISION

- The current evaluation system should be used to determine which teachers are granted tenure. Specifically, teachers should receive tenure following either two “highly effective” or three “effective” ratings, which are granted at the end of each school year.
- Tenure binders should be eliminated.
- Tenure should be connected to a comprehensive teacher career ladder.

NEW CONTRACT

No changes.

Analysis: The current tenure system is not tied to the new multi-measure evaluation system, Advance, leading to inconsistent expectations and unnecessary paperwork. We wish the contract had addressed this issue by embedding tenure into Advance, ideally as part of a comprehensive career ladder system. Such an approach would have several advantages.

First, it would ensure that the City is in compliance with the new evaluation law 3012-c, which requires that evaluations be a “significant factor” in all tenure decisions.⁷⁹

Second, folding the tenure decisions into Advance would simplify the process by eliminating tenure binders. Instead of putting together complicated binders with reams of paper, teachers who wish to achieve

tenure should simply be able to focus on improving within the existing evaluation system.

Third, we believe that connecting tenure with a career ladder would lead to a complementary system by granting this important designation – as well as a higher career status – to teachers who have proved their effectiveness. This allows tenure to work in tandem with career ladders, each strengthening the other, and increasing teachers’ professionalism.

Since changes to the tenure system do not necessarily have to be done contractually, we hope the DOE will consider combining the tenure-granting process with Advance. Doing so would create a streamlined approach for how a teacher’s performance is measured and rewarded.

Pensions



Issue Overview: The current pension system is heavily back loaded, meaning that a hypothetical first-year, 25-year-old teacher's pension does not vest until he is ten years into teaching. Another ten years later – that is, twenty years into his career – that same teacher has received just \$50,000 in compensation towards his pension. Pension wealth accrual accelerates very quickly from there however. With 38 years of experience, that teacher reaches his maximum pension, at over \$600,000 in actuarial value – a twelvefold increase from 18 years earlier.⁸⁰ If that teacher chose to remain in the classroom beyond his expected retirement age, he would experience large decreases in the actuarial value of his pension.⁸¹

OUR VISION

- The contract should create a committee to review and recommend changes to the pension system.
- The current, heavily back loaded system may not adequately recruit or retain the new generation of educators. It should be studied to determine whether a portable, smooth-accrual pension wealth system, in which teachers accumulate the same additional pension compensation for every year of service, is preferable.

NEW CONTRACT

No changes.

Analysis: Unfortunately, the new contract does not address the issue of pensions whatsoever. The economy is evolving and very few young professionals will stay in one job for their entire careers.⁸² Recent college graduates expect to be much more mobile than their parents. That means the pension structure may have to change to accommodate and attract these workers. Unfortunately, the current back-loaded pension structure seems designed for a workforce of the past.

The current system creates almost no retention incentives (in terms of pension compensation) for teachers at the beginning of their careers,⁸³ and then massive retention incentives for those near retirement age. The system then adds significant retention disincentives for those working after retirement age. We believe that retention is good for novice and senior teachers, but the balance may be off. Ideally, the pension system will help retain effective teachers at all stages in their career.

A portable, revenue-neutral smooth accrual system, in which each additional year of service leads to the same additional amount of pension compensation, that can be paired with increases in base salary, should be studied. Such a system could be fairer, eliminate perverse incentives, and make teaching a more appealing profession for a new generation of workers. The base salary increase would help recruit teachers who may not even be aware of the considerable pension benefits that come with teaching. At the same time, any change to such a complex system must be carefully studied to determine all its implications.

The teachers' contract should have created a committee to study changes to the pension system to accommodate a 21st-century workforce. Pensions should recruit and retain excellent teachers, while ensuring fairness to educators currently in the system and fiscal sustainability for taxpayers. Although the contract could not have changed the pension system on its own, we wish it had started this important conversation.

Conclusion

As teachers we all have a difficult decision: how to vote on the new contract. As a team, we do not have a unified answer – some of us are more optimistic about the deal than others – but we are unified in the value of this report card in guiding our thinking. We are also unified in believing that the agreement has several positive reforms, but also overlooked several critical issues. That is why we think it earned a passing grade—but barely. Finally, we are deeply unified in our belief that teachers must vote in order to make our opinions heard. This is essentially a once-in-a-decade chance for teachers to share our voices on a contract that will affect our profession and our students.

Obviously we believe the contract is important, but the success or failure of the agreement will ultimately come down to implementation. Even the changes that earned high grades will turn on how well they are put into practice. How will the ATR changes actually be implemented? What support will school-based professional development committees have? How many teachers will have access to the new career ladders?

At this point, we cannot know the answers to these questions, or many others. The contract, after all, consists of words on a page. We are ready to do our part in our classrooms. We look to our union, mayor, and DOE leadership to live up to the ideals that we set in our principles: simply, a school system that is student-centered and recognizes teachers as professionals.

Notes

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- ² Cramer, P. (2013, April 29). In UFT Presidential Election, Retirees Cast More than Half the Votes. *Chalkbeat NY*. Retrieved from: <http://ny.chalkbeat.org/2013/04/29/in-uft-presidential-election-retirees-cast-more-than-half-of-votes/#.U3Pq6lNyjee>
- ³ UFT. Your Work Day And Year. Retrieved from <http://www.uft.org/new-teachers/your-work-day-and-year>
- ⁴ UFT–DOE Memorandum of Agreement, pp. 2–4. Retrieved from <http://www.uft.org/files/attachments/moa-contract-2014.pdf>.
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- ¹³ Baez, J., Gallagher, A., Gondim, R., et al. (2013, June). *Getting It Right: A Blueprint for Effective Implementation of the New York City Teacher Evaluation System*. Retrieved from <http://www.educators4exc2ellence.org/teacher-policy-teams/2013-issues-and-papers/ny-teacher-evaluation>
- ¹⁴ Artifacts are materials that teachers can submit to support a principal's evaluation based on the Danielson rubric. See: <http://www.uft.org/our-rights/teacher-evaluation/artifacts>
- ¹⁵ If a teacher selects that option, she must make her room available for three non-evaluative classroom visits by colleagues.
- ¹⁶ This is a tighter window than before, when there was no time requirement for evaluator feedback and 90 days for evaluator form.
- ¹⁷ The peer validator program is a two-year pilot, which can be renewed if both sides agree. Peer validators will receive \$15K in additional compensation.
- ¹⁸ The MET Project. *Asking Students About Teaching*. Retrieved from http://www.metproject.org/downloads/Asking_Students_Summary_Doc.pdf
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- ²⁸ Boyd, p. 21
- ²⁹ UFT–DOE Memorandum of Agreement, pp. 12–13. Retrieved from: <http://www.uft.org/files/attachments/moa-contract-2014.pdf>
- ³⁰ UFT. *Hard-to-staff school differential*. Retrieved from: <http://www.uft.org/proposed-contract/hard-to-staff-differential>
- ³¹ Center for American Progress (2008). *Financial Incentives for Hard-to-Staff Positions*. Retrieved from: http://www.americanprogress.org/issues/2008/11/pdf/hard_to_staff.pdf
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- ³⁶ The UFT has made clear to chapter leaders that SBOs should not be brought up for votes even in some cases when there is majority support at a school. For example a March 28, 2014 Weekly Newsletter sent to chapter leaders states: “While an SBO requires the support of 55 percent of voting members in order to be ratified, you should not put to a vote an SBO that does not have the near-unanimous support of your membership.” Similarly, a March 24 email to Queens UFT members repeats this line almost verbatim: “While an SBO requires the support of 55 percent of voting members in order to be ratified, no SBO should be put to a vote that does not have the

near-unanimous support of your membership.”

³⁷ UFT Teachers Contract, p. 46–47. Retrieved from: http://www.uft.org/files/contract_pdfs/teachers-contract-2007-2009.pdf

³⁸ Officially called the School-wide Performance Bonus Program, the program awarded bonuses – to be distributed building-wide – to schools that achieved certain performance metrics. Retrieved from: http://www.uft.org/files/contract_pdfs/teachers-contract-2007-2009.pdf

³⁹ UFT–DOE Memorandum of Agreement, p. 13–14. Retrieved from: <http://www.uft.org/files/attachments/moa-contract-2014.pdf>.

⁴⁰ Potential changes to the contract include “(i) configuration of the existing work hours and/or work year (Article 6), including extending the school day and/or year, provided there is no diminution of annual salary; (ii) programs, assignments and teaching conditions in schools and programs (Article 7); professional support for new teachers (Article 8G); (iii) evaluation; (iv) professional development assignments and positions (Article 11 IV); (v) working conditions of per session teachers (Articles 15C2 and 15C4); (vi) Step 1 of the grievance process (Article 22B1a); and (vii) transfers to the school (Article 18A, paragraph 1, sentence 2).”

⁴¹ The Panel will assess the plan on a variety of factors including evidence of partnership between administration and UFT employees; history of collaboration; creativity and flexibility in proposal; well-designed, job-embedded professional development; and measurable performance targets.

⁴² Brody, L. (2014, April 15). Teachers in Limbo: Contract Talks Address Those With No Permanent School. *The Wall Street Journal*. Retrieved from: http://online.wsj.com/news/articles/SB10001424052702304572204579503923887990620?mod=rss_Education&mg=reno64-wsj&url=http%3A%2F%2F

⁴³ TNTP (2008). Mutual Benefits, p. 5.

⁴⁴ TNTP, p. 19

⁴⁵ TNTP, p. 38

⁴⁶ The extent of the financial burden of the ATR is disputed. In a 2008 analysis, TNTP pegged the cost to be approximately \$81 million over a year and a half (<http://tntp.org/assets/documents/MutualBenefits.pdf?files/MutualBenefits.pdf>); the UFT, on the other hand, estimated it to be around \$18 million (<http://www.uft.org/files/attachments/uft-report-2008-06-atrs-and-new-teacher-project.pdf>). A recent New York Daily News article suggests that the ATR now costs “an estimated \$100 million” (<http://www.nydailynews.com/new-york/1-200-fired-teachers-back-classrooms-article-1.1603920>). In any event, whatever the amount is, it is a substantial sum that could be allocated elsewhere.

⁴⁷ UFT–DOE Memorandum of Agreement, pp. 11–12. Retrieved from: <http://www.uft.org/files/attachments/moa-contract-2014.pdf>.

⁴⁸ UFT Open Market Transfer Plan. Retrieved from: <http://www.uft.org/q-issues/qa-open-market-transfer-planhttp://www.uft.org/q-issues/qa-open-market-transfer-plan>

⁴⁹ Mutual consent means that teaching positions are filled at schools based upon the agreement by both the teacher and the principal.

⁵⁰ The current funding system is known as Fair Student Funding, which mandates that full teacher salaries come from each school’s budget, which in theory makes the hiring of more expensive teachers less appealing to budget strapped principals. Under the previous system more funding was given to schools with veteran teachers; this was a regressive system because the highest-needs schools often have the least experienced teachers. See: http://schools.nyc.gov/offices/d_chanc_oper/budget/dbor/allocationmemo/fy12_13/FY13_PDSF_Guide.pdf (p. 46)

⁵¹ Forced placement is a former practice – the opposite of mutual consent – through which excess teachers were placed into open positions at schools, regardless of their desire to be there or the principal’s desire to hire them. In 2005, a compromise between the City and the UFT ended the practice.

⁵² NYC Department of Education. New York City Teacher Salary Schedule. Retrieved from: <http://schools.nyc.gov/nr/rdonlyres/eddb658c-be7f-4314-85c0-03f5a00b8a0b/0/salary.pdfhttp://schools.nyc.gov/nr/rdonlyres/eddb658c-be7f-4314-85c0-03f5a00b8a0b/0/salary.pdf>

⁵³ We would follow the recommendations of a past Policy Team Paper, “A New Way to Pay.” For more details, see here: http://educators4excellence.s3.amazonaws.com/8/46/d/376/E4E-NY_A_New_Way_to_Pay_2012-03.pdf

⁵⁴ National Center on Performance Incentives. (2012). Retrieved from: <https://my.vanderbilt.edu/performanceincentives/research/point-experiment/>

⁵⁵ It is worth noting that the DC evaluation system is in many ways similar to New York’s system. Both are multi-measure systems that incorporate principal evaluation and student achievement. (See: <http://www.dc.gov/DCPS/impact>)

⁵⁶ Dee, T., Wyckoff, J. (2013, October). Incentives, Selection, and Teacher Performance: Evidence From Impact. Retrieved from: <http://cepa.stanford.edu/sites/default/files/w19529.pdfhttp://cepa.stanford.edu/sites/default/files/w19529.pdf>

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⁶⁰ UFT. (2014). Pay and Benefits. Retrieved from: <http://www.uft.org/proposed-contract/pay-and-benefits>

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⁶⁴ (2009, June 19) Green Dot New York Charter School and the United Federation of Teachers Collective Bargaining Agreement. Retrieved from http://www.uft.org/files/contract_pdfs/green-dot-contract-2008-2011.pdf

⁶⁵ For one example of many see: <http://www.nytimes.com/2007/10/10/education/10education.html?pagewanted=all>

⁶⁶ UFT–DOE Memorandum of Agreement, p. 10. Retrieved from: <http://www.uft.org/files/attachments/moa-contract-2014.pdf>.

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Teacher Policy Team Process and Methodology

OUR PROCESS

We met for eight weeks to review research on different facets of the New York City teachers' contract. We considered evidence from different perspectives, looked at other contracts, held small and large group discussions, and spoke to experts in the field. We created our own set of principles that we believe a new contract should embody, as well as recommendations that address specific policy issues. From there, we compared the proposed contract to our vision, and graded the new contract based on our principles.

RUBRIC

We awarded grades based on the following rubric:

- A – This provision embodies our principles.
- B – This provision moves in the right direction, but doesn't go far enough.
- C – This provision is average: it has some positive aspects, but significant drawbacks as well.
- D – This provision largely fails to address our principles.
- F – This provision does not meet our principles at all, and is potentially detrimental to our profession and students.

THE 2014 EDUCATORS 4 EXCELLENCE—NEW YORK TEACHER POLICY TEAM ON THE NYC TEACHERS' CONTRACT

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For far too long, education policy has been created without a critical voice at the table—the voice of classroom teachers.

Educators 4 Excellence (E4E), a teacher-led organization, is changing this dynamic by placing the voices of teachers at the forefront of the conversations that shape our classrooms and careers.

E4E has a quickly growing national network of educators united by our Declaration of Teachers' Principles and Beliefs. E4E members can learn about education policy and research, network with like-minded peers and policymakers and take action by advocating for teacher-created policies that lift student achievement and the teaching profession.

Learn more at Educators4Excellence.org.

