



Negotiating for change:

Overview of key components

June 2011

What is turnaround?

Experts have identified over 5,000 schools as chronically low-performing. To address this problem systemically, State Educational Agencies, Local Educational Agencies, and partners need to implement comprehensive school turnaround strategies that produce dramatic change.

Turnaround is

a dramatic and comprehensive intervention in a low-performing school that

- 1 produces significant gains in achievement within two years;
- and
- 2 readies the school for the longer process of transformation into a high-performance organization.

Note: The School Turnaround Group's definition of school turnaround, articulated above, describes a broad range of school improvement strategies and is not synonymous with USED's turnaround intervention model.

Modifications to traditional district collective bargaining agreements are necessary to create the conditions for successful turnaround

The collective bargaining agreement (CBA) must be analyzed and modified in targeted ways so as not to limit successful implementation of the chosen school reform model.

Categories of contract items that must be negotiated include:

- 1 Hiring, reassigning, transferring
- 2 Work rules related to the calendar and scheduling of instructional/non-instructional time
- 3 Instructional reform
- 4 Professional development requirements
- 5 Retention and employment incentives, including performance incentives
- 6 Flexible funding at the school level
- 7 Expanded learning time and flexible use of time
- 8 Teacher evaluation systems
- 9 Grievance procedure

Contract elements in key condition areas (1 of 2)

Based on promising practices from the field, we recommend the following conditions be addressed in the collective bargaining agreements, either district-wide or, at minimum, for a carve-out zone of turnaround schools:



People

- **Site-based personnel decisions:** Decisions must be based on “mutual consent” (i.e., agreement must be reached between principal and candidate or existing staff member for hiring, firing, excessing, reassignment and transfer decisions); Contract termination strategy should be detailed for teachers without assignment by mutual consent after a given period
- **Minimize effects of seniority:** Contract provisions should not allow seniority to govern staffing decisions except when measures of quality and best fit are equal
- **Teacher evaluation system:** Contract should detail a sophisticated evaluation system that heavily weights student growth and multiple measures; should include an improvement strategy for struggling teachers



Program

- **Curricular/instructional autonomy:** Should be determined at the school level to allow for instructional reform as needed
- **Professional Development:** Should be planned and scheduled at the school level, aligned with strategic turnaround plan and goals
- **Work rules:** Flexibility to establish a professional work day of instructional and non-instructional time suited to needs of the school; work rules should be outlined in a school-level election-to-work agreement to be signed by all building faculty (see Slide 7)

Contract elements in key condition areas (2 of 2)



Time

- **Expanded learning time:** Length of school day and school year should be determined by school leadership
- **Use of time:** Flexibility for schools to determine both instructional time, like block scheduling at the high school level and increased core academic instruction at the elementary level, and non-instructional time, such as weekly early dismissal for professional development and common planning time



Money

- **Flexible Budget:** Allocation decisions to be determined at school level
- **Incentives:** Allow schools to offer monetary incentives that focus on professional growth opportunities, outstanding performance, and hard-to-staff locations
- **Compensation:** Allow for differentiated compensation structure that rewards performance and offers career ladder opportunities

Other

- **Grievance procedure:** Create an internal dispute resolution process with specific timeline, stages and expectations of involved parties; clearly define what is grievable (e.g. for sites with an EWA, only salary and benefits should be subject to grievance)
- **Non-monetary incentives:** Allow schools to hire non-certified teachers in hard-to-staff subjects like STEM

Options for contract modifications

Option 1: Negotiate targeted modifications to the CBA that apply district-wide

Collective Bargaining Agreement

- **Format:** District-wide agreement, preferably a thin contract
- **Components:** Modified conditions surrounding people, time, money and program
- **Who it applies to:** All schools in the district and all teachers in the bargaining unit
- **Complication:** Extremely politically challenging and rare in traditional public school districts. Most CBAs with the necessary degree of flexibility for successful turnaround apply to a charter school or network.

Collective Bargaining Agreement



Examples: DCPS, Green Dot Public Schools, Springfield Ball Charter School

Option 2: Create a carve-out zone within the district-wide CBA

Carve-out zone

- **Format:** Article within a CBA or an MOU within the CBA, with site-based election-to-work agreements (EWA)
- **Components:** Flexible conditions surrounding people, time, money and program
- **Who it applies to:** Cluster of schools and voluntary for teachers

Collective Bargaining Agreement



Carve-out Zone



*Each school has a site-based EWA

Examples: New Haven "Turnaround Schools," Clark County "Empowerment Schools," Los Angeles Pilot Schools

Election to work agreement

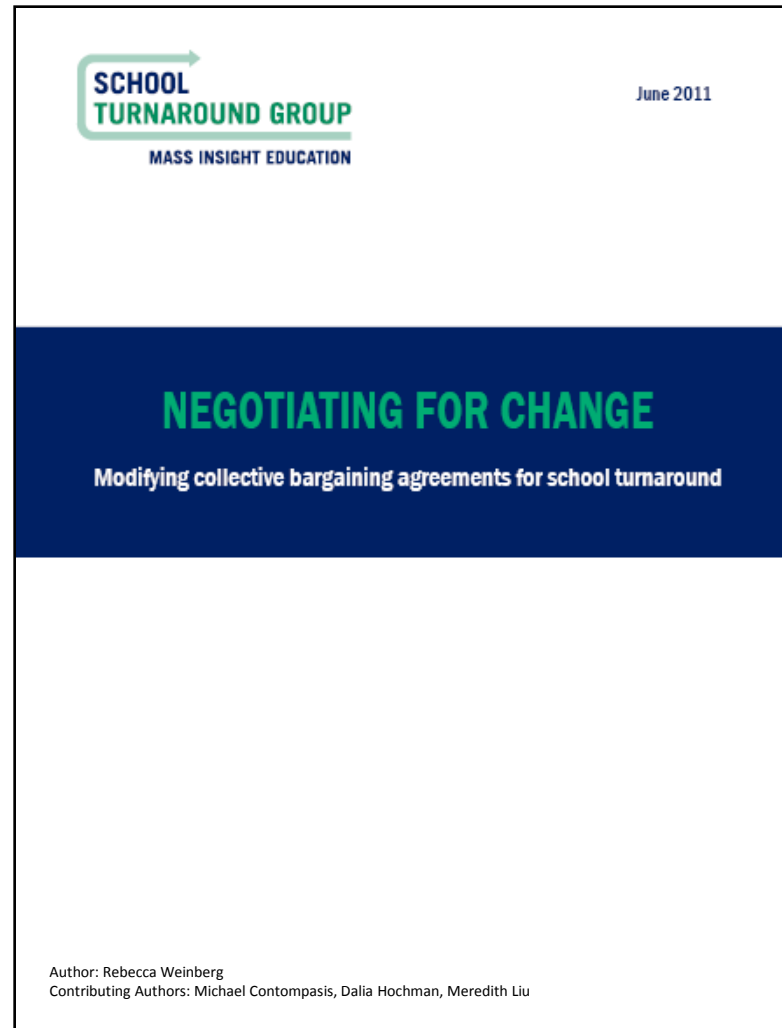
To work in a turnaround school within the carve-out zone, all staff must sign an election to work agreement (EWA), which sets forth the school's working conditions.

An EWA should include:

- Vision and expected instructional program of the school;
- Hours of instruction and a school day with expected degrees of flexibility;
- Length of the school year and the format of the school calendar;
- Expected length of time teachers may be required to be present in the school outside the normal instructional day;
- Commitment to remain in the school for a minimum of two years, subject to positive performance evaluation; and
- Any compensation programs that apply to the school that differ from the standard compensation schedule.

The EWA should clearly state that teachers should expect year-to-year, or even intra-year, flexibility in aspects of their duties and program not covered by the agreement, including, but not limited to, timing/scheduling of faculty meetings to respond to school conditions, and/or scheduling and manner of professional and staff development.

For more details and suggestions to get started in your district, see the STG's "Negotiating for Change" publication



www.massinsight.org/stg/research/

Contact the School Turnaround Group

The School Turnaround Group is a division of Mass Insight Education, an independent non-profit that organizes public schools, higher education, business, and state government to significantly improve student achievement, with a focus on closing achievement gaps.

For more information on how your state can employ these promising practices for school turnaround, please contact the School Turnaround Group at:

The School Turnaround Group
Mass Insight Education
18 Tremont Street, Suite 930 • Boston, MA 02108 • 617-778-1500
turnaround@massinsight.org

The School Turnaround Groups **offers a broad range of strategic consulting services to state and district clients**. This work includes **building organizational capacity** through the development of state and district turnaround offices, **securing more flexible operating conditions**, including through the development of modified collective bargaining agreements; **attracting and supporting Lead Partners** through the development of Request for Proposal and Memorandum of Understanding tools; and **auditing state and district readiness** to implement dramatic turnaround strategies.

In each of our engagements, we seek to deeply understand the needs of our client to offer highly customized solutions and to develop lasting relationships to support the difficult work of school turnaround over the necessarily long time frame.