

Reasons to Postpone the Vote on the WTA Contract

In the state of Connecticut, a special interest, lobbied for law allows Boards of Education (BOE) and teacher's unions (WTA) to hide all communications of the negotiations, mediations, and arbitrations for teacher contracts from taxpayers, community stakeholders, and Waterbury Board of Alderman. The Teachers Negotiation Act (TNA) allowed our BOE and the WTA to CHOOSE to keep all of this hidden. This choice is undemocratic and undermines all the principles of the newly formed aldermanic districts. This choice is a violation of public trust. Postpone the vote until all stakeholders have been given the opportunity to review the important documents that informed this process.



We RACCE, respectfully request the Board of Alderman intervene on behalf of the taxpayers, students, and teachers. Leverage your powers and force the BOE to release Director of Finance Michael LeBlanc's "fiscal information" he reported to members of the BOE before or on the thirtieth day before negotiations were to begin (9/4/15). This fiscal information is required by section 10-153d of the TNA to be divulged to the BOE. The public should also have access. The other document that is required for taxpayers, community stakeholders and this legislative body to review is the "Ground Rules for Negotiations." The BOE and WTA agreed to these on 9/1/15. Until you, your district constituents, teachers, and community stakeholders are able to review these two documents; and then make a judgment on the stipulated arbitration award (an actual settlement reached by the WTA and BOE without any interventions by the assigned arbitrators) and whether or not it is in the best interest of the city. Adjourn or cancel the meeting, so you can democratize this process.

Reasons to Vote NO on the WTA Contract

1. **Article 6, Section 1.** Last In First Out. This requires the newest teachers to be let go first regardless of performance evaluations. In the landmark case Vergara vs. California this job protection was ruled unconstitutional because it violates student's rights to an equitable educational experience. Connecticut state law already permits layoff rules to use performance evaluations in the decision making process to see who gets laid off first. Leaving this job protection unaltered uniquely places students of color at risk. Summary of case is attached.
2. **Article 5 Section 1(a).** This section assigns goal and maximum class sizes. There will be no change. Quality of teacher instruction is tied to how many students reside in a classroom. In its Alliance District grant application 2012 this district identified that it has problems equitably distributing quality and effective instruction. Efforts to reduce class sizes should have been prioritized by the WTA and the BOE. This choice puts students at greater risk to being exposed to ineffective instruction and puts unnecessary stress on teachers. Class size reduction benefits teachers, students, and eliminates long term costs of ineffective large class sizes. Studies show low income and students color benefit the most. See attached case studies.
3. **Article 3, Section 5 (B), and (G) Subsection(B)** Places "sole discretionary power" in the hands of the superintendent to hire candidates into administrator roles from the teacher ranks when candidates have similar qualifications. This clashes with the "Classification of Duties" the BOE and the office of the superintendent share. Allows nepotism and cronyism to prevail. **Subsection (G) TVP promotional examination.** This limits qualified outside candidates to be added to the district and is one of the reasons why minority teachers in our district believe there have been barriers placed to strategically limit their progress to positions of authority in the WPS. By not altering both sections, the BOE and WTA, all but guarantee that more black and hispanic teachers will leave our district. This places students of color at a greater risk. See attached action plan.
4. **Teacher pay and benefits.** The WTA and BOE highlight a 9.6% total increase to the **salary account**. This doesn't necessarily translate to increased wages for teachers nor does it preset salaries to a competitive rate to effectively recruit highly qualified teachers. By combining increased healthcare costs and no step advancement for teachers in year one, almost all of the teachers will have a negative opportunity cost outcome for years one and two of the contract. This will increase "teacher churn," and hurt student experience. According to NCTAF, "teacher churn" costs urban districts almost \$10,000 per teacher that leaves. Over the last 7 years Waterbury hired an average of 150 teachers per year (1059). View cost calculator here: <http://nctaf.org/teacher-turnover-cost-calculator/district-costs-of-teacher-turnover-2/> and to confirm teacher hires see attached. To view salaries see attached.
5. According to **Section 10-153f C (7)** of the TNA, the Board of Alderman can choose to reject this stipulated arbitration award with a two-thirds majority. See attached.

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