LITTLE ROCK — Woody Allen famously quipped that “90 percent of life is just showing up.” But he—and most of the rest of us—never read the Little Rock teacher contract.

In public education, the most important decisions are the ones that don’t make the newspapers. As we sit planning our summer vacations, the Little Rock Classroom Teachers Association (LRCTA) and School Board are negotiating the details of the contract which will govern their schools for the next three years. The current contract is already seven times the size of the U.S. Constitution, and seems likely to grow even larger.

Take, for instance, the issue of teacher attendance. Most Little Rock teachers show up every day to do their best at a very demanding job. Unfortunately, their efforts are undermined by a small number of peers who leave their students behind—literally.

In the last contract negotiation, the LRCTA won concessions making it difficult to discipline teachers for poor attendance. The vast majority of Little Rock teachers are too principled to take advantage of this. Unfortunately, administrators we know say that a few are not. The following is a true story, with some details changed to protect identities.

Picture your child in a high school class she needs to graduate. Her teacher doesn’t show up for the fifth day in a row. Days stretch into weeks and finally months without the “teacher” darken the classroom door. When the principal moves the teacher to an equivalent post with fewer students and gives the long-term substitute the class, the teacher suddenly “recovers” and files a grievance against the move.

He consistently shows up for weeks during the grievance period, and eventually parades through the halls waving the paper showing he’s won on a technicality. The very next day the teacher again stops attending school, calling in absent every morning so that another long-term sub cannot replace him, as the contract indeed stipulates on article 11, section J on p. 32.

Eventually the exasperated principal convinced the teacher to transfer to another school, lamenting that “I feel badly for that school, but hey, I’ve got to protect my own kids.”

Our reading of the current teacher contract and interviews with former Little Rock teachers suggest that this principal is not exaggerating. Naturally, unions have to protect all teachers, even the bad ones. But every good teacher knows the feeling of pulling the load for slackers, and
nothing in the current contract protects that good teacher. Working with a former school superintendent from another district, we found the following red flags in the contract.

Article 11, on sick leave, was one of the longest sections of the contract. For example, Section H states that only after sick leave “of more than five (5) days duration, or upon frequent absence for personal illness, the Board may request a doctor’s certificate verifying the illness or disability.” Given that most teachers seem to have contract obligations of 197 days or less at work (Article 11, section B, p. 30) and given the importance of instructional time for student achievement, isn’t missing even five days significant?

Article 11, section F (p. 31) states that teachers who resign “forfeit all accumulated sick leave in excess of ninety (90) days if they do not return to the district within three (3) years from the time of their resignation.” This “use it or lose it” provision penalizes teachers with good attendance, increasing teacher “sickness” and harming students in the process. With no incentive for accumulating sick days, why not use them?

This provision could account for 10 fewer work days, or 5 percent less instructional time from regular classroom teachers. In sum, Article 11 provisions could excuse teachers from their classroom work for 7.5 percent of the school year. On top of this, Article 12 (p. 34) assures teachers four days of personal leave which they can use for anything.

These provisions invite abuse, so Article 10, section C, subsection 1 (p. 28) decrees that “A Work Attendance Review Board shall be established for the purpose of reviewing alleged abuses of sick leave and/or other leave policies and other attendance patterns that may disrupt the continuity of instruction.” Unfortunately, this is followed by subsection 3, stating that “The WARB shall consist of two representatives from each party”-giving the union a veto over recommendations. Isn’t this like the fox guarding the hen house?

When principals believe that a teacher is poorly performing, “Progressive discipline shall include a written warning, written reprimand, suspension without pay, and finally discharge as a last resort.” (See Article 7, section B, p. 18.)

Most districts have this sort of process, but the Little Rock contract makes each step subject to elaborate grievance procedures, which could tie up the administration in multiple hearings and voluminous paperwork. (See Article 31 on teacher evaluation, section C, p. 48.) As one former Little Rock principal told us, in practice that means that “you couldn’t give a teacher a bad evaluation. . . . You’d go into their class, sit down and evaluate them, and if you gave them a poor evaluation, they’d grieve it.” As the same principal lamented, it is often difficult to work with teachers to improve schooling since “you could only meet with teachers once a month. For an hour. It was in the contract.” (See Article 32, section A, subsection 3, on p. 68.) It is similarly difficult to encourage teachers to work with parents since Article 32 (section B, p. 68) states that “Teachers may not be required to attend more than two (2) evening meetings each year for open house and/or parent visitation.” The five subsections of Article 20, section C (p. 46) assure that “in the event of a school closing or reorganization . . . displaced teachers will then be given the opportunity to choose from the positions vacant at the same grade level” at other schools, with senior teachers having first choice. If the district lacks openings for some of the displaced
teachers, they will get jobs as regular substitutes. We call this the Anti No Child Left Behind provision. NCLB encourages school districts to close down or reorganize persistently failing schools, something which U.S. Secretary of Education Arne Duncan has promised to make a priority. But this provision assures that no matter how badly a school fails its kids, no teacher will ever be left behind.

And then there is the oddest contract provision of all. Article 26, section A, subsection 1 (p. 56) states that each teacher work area include “A serviceable typewriter with adequate supplies.” In this age of PCs and Macs, where is the Little Rock School District supposed to find a working typewriter? One hopes no one will grieve its absence.

Teachers do need protection from arbitrary dismissal, and after the distrust following the labor-management battles of the 1980s we can understand why the LRCTA plays hardball. But for the sake of the students, it is time to change course. The current contract practically guarantees an adversarial atmosphere, in which union officials and school administrators are too busy fighting each other to work together to raise student achievement. To move forward, the Little Rock School Board needs to press for more flexibility in the current contract talks. That would empower the principals and their teachers to step out of the box, and do what is best for kids.

And the media and voters need to sit up and take notice of these negotiations. We’ve seen what happens when no one oversees hedge funds; we cannot allow public education to suffer the same sort of shenanigans.

Summer vacation lasts three months, but the contract governing Little Rock public schools will last for three years. In these summer negotiations all parties must remember that a student can’t learn from a teacher who isn’t there.

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