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Negotiated Learning: Union Contracts and Teacher Professional Development

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Abstract

In this article, I report the results of an investigation that examined the impact of teacher union contracts on the development of professional learning communities in schools. There are three primary sources of data used in the study: 1) 100 written teacher union contract documents; 2) structured interview data from 21 educators (school superintendents, principals, directors of staff development, and teacher union representatives; and 3) focus group interview data from educational leaders in schools. The analysis and discussion focus on five areas related to teacher professional development with implications for policy and practice: *explicit language* covering opportunities for teaching learning in their work; *governance* and *decision making structures*, that is, specific provisions covering wages, hours, and conditions of employment; the description of *legitimate* and *sponsored activities* for the professional development of teachers; and the *resources* supporting the on-going professional growth of teachers. The findings indicate that rethinking, restructuring, and organizational re-culturing in schools are

initial expressions of a new unionism that has the potential to lead to the development of more powerful professional learning communities in schools.

Introduction

Among educational policy makers, researchers, and practitioners, there is an emerging consensus that teacher professional development is vitally important to educational reform as we approach the next millennium. In fact, it seems trite to assert that teacher professional development is critically important to school improvement focussed on enhanced student learning outcomes. Nevertheless, there continues to be a need to communicate the importance of continuous learning and development for educators, individually and collectively, to people in and out of schools. Without clearly articulated and documented evidence of its overall contribution to school success, professional development can easily become the victim of capricious budget cutting, or worse, be relegated to the scrap heap of educational fads and ephemeral educational elixirs.

The link between teacher professional development and union contracts is one that has been forged over decades of collective bargaining between teachers' associations and local school boards. "After all, unions are potentially powerful collaborators because they negotiate the allocation of time in school and define a teacher's official duty day and psychological work role relationships" (Kerchner, Koppich, & Weeres, 1997 p. 173). In addition to traditional areas of bargaining (wages, hours, and conditions of employment), recent school reforms and new political realities have forced teachers and school boards to re-examine their contractual relationships.

Though there are many dimensions of teacher union activities supporting teacher learning in classrooms, schools, and beyond, this study focuses only on written teacher contracts and their administration. I was particularly interested in knowing if the language in teacher union contracts stated explicitly, or reflected indirectly, the importance that schools, administrators, and teachers placed on professional development. The purpose of this study was to examine teacher union contracts and the impact of these agreements on teacher learning. The following questions guided the study. First, to what degree is teacher professional development explicitly addressed in the language of local collective bargaining agreements between school boards and teachers' unions? Second, in what way(s), if any, does contract language covering wages, hours, and conditions of employment influence teaching learning and teachers' capacity to improve their practice? Third, according to teachers and administrators, what aspects of contracts and their administration affect teacher learning and professional growth?

Background

Teacher Professional Development

Even the casual reader of educational reform reports, legislative mandates, and contemporary educational literature would soon discover one common theme—teacher professional development is critical to systemic educational reform and school improvement focussed on enhancing learning outcomes for all children in public education. These include calls to: create stable, high quality sources of professional development for teachers (*What matters most: Teaching for America's future, 1996*);

incorporate teachers' learning into the fabric of teachers' daily life (Bredeson, in press; *Tomorrow's Schools of Education, 1995; Teachers take charge of their learning, 1996*); establish professional development as a central component of state and local educational reform (Houghton & Goren, 1995; Darling-Hammond & Sykes, 1999; Johansson & Bredeson, 1999); transform professional development to meet urgent educational needs (Corcoran, 1995; Porter, Smithson, & Osthoff, 1994); consider alternatives to traditional training models of staff development (Little, 1993; Sparks, 1994); deal more directly with issues of racism and inequity in schools (Weissglass, 1997); develop practices that support new conceptions of teaching, learning, and schooling (Lieberman, 1995; Loucks-Horsley, Hewson, Love, & Stiles, 1999; Hawley and Valli, 1999); effect behavioral change and improved practice (Osterman and Kottkamp, 1993; Guskey, 1995); and break the mold to classroom practices through new professional development practices (McLaughlin & Oberman, 1996).

There is a large body of evidence that identifies design principles for effective, high quality professional development. Developing guidelines for the design, delivery, and evaluation of outcomes is an important first step in the development of professional learning cultures in schools. Examples of these guidelines can be found in the *Standards for Staff Development* (NSDC, 1995; AFT, 1995; Darling-Hammond & McLaughlin, 1995; and Darling-Hammond & Sykes, 1999). The National Partnership for Excellence and Accountability in Teaching (NPEAT, 1998), for example, identified eight design principles based on current research and best practices in schools. The most effective professional development:

1. Focuses on analyses of student learning, especially the examination of differences between actual student learning outcomes and goals and standards for student learning
2. Involves teachers identifying their own needs and developing learning experiences to meet those needs
3. Is school-based and embedded in teachers' daily work
4. Is organized around collaborative problem-solving
5. Is continuous and on-going with follow-up and support for further learning
6. Incorporates evaluation of multiple sources of data detailing student learning and teacher instructional practices
7. Provides opportunities for teacher to link the theory that underlies knowledge and skills they are learning
8. Is connected to a comprehensive change process focused on improved student learning. (NPEAT, 1998)

Developing lists of design principles is important, but identifying them is generally much easier than implementing them effectively. The hard work comes in putting the design principles into practice with real people in the dynamic and complex environments of schools. Teacher union contracts provide an important lens for examining the organizational structures and dynamics of teacher professional development and work.

Defining the concept of professional development

The term professional development, ubiquitous in current literature, is often used interchangeably with such terms as staff development, in-service, skills training, and continuing education. I believe there are meaningful distinctions among these terms as well as conceptual limitations. To avoid confusion and to clarify the concept of teacher

professional development, I have developed a definition grounded in research and current literature cited above. Professional development refers to *learning opportunities* that *engage teachers' creative and reflective capacities to strengthen their practice*. In this conceptualization, my intention is to highlight three critical dimensions of professional development. First, professional development has to do with learning opportunities. These may be formal or informal, individual or group, and be delivered in dozens of different ways. The important dimension, often assumed but not explicitly stated by many writers and practitioners, is that learning, not the activity, is the focus of professional development experiences. Thus, learning opportunities are not narrowly limited to discrete activities, events, or days on the school calendar. Second, if learning opportunities are designed to make a difference in the way(s) teachers think about their work and practice what they know, the learning opportunities must engage teachers' creative and reflective capacities. By this I mean these learning opportunities tap into teachers' natural inclination to reflect on, personalize, and transform new knowledge and skills in ways that fit their personal style as well as the context of their work. Osterman and Kottkamp (1993) describe the relationship between reflection and professional development. "Reflective practice is viewed as a means by which practitioners can develop a greater level of self-awareness about the nature and impact of their performance, an awareness that creates opportunities for professional growth and development" (p. 19). The third component of this definition is to strengthen teachers' practice. Billions of dollars are spent each year on professional development in the United States (NCTAF, 1996). This investment is made primarily because taxpayers, policy makers, and practitioners believe learning opportunities that engage teachers' creative and reflective capacities will deepen teachers' understanding of their work and ultimately lead to improved teaching practices that benefit children in schools.

Teacher Unions and Professional Development

"Teaching has become the most unionized occupation in the United States, and local contracts now create a complex systems of rules that regulate labor-management relations" (Sykes, 1999, p. 240).

The legacy of industrial unionism. As the size of schools and school districts in the United States grew over the past century and half, primarily as the result of massive consolidation of school districts, it seemed only natural that the education sector would look to other sectors, business and industry in particular, for organizational models and principles that could be used in managing increasingly complex school systems. Based on principles of scientific management, educational decision making became much more centralized with, "power and authority accrued to school district headquarters (and, not incidentally, was lodged firmly in the hands of administrators)" (Koppich and Kerchner, 1999, pp. 317-318). So it was only natural that as teachers experienced and began to examine their formal working relationships with local school districts, they too looked to industrial examples for guidance. "Thus, both the AFT and NEA modeled their operation on the unions that had served American factory workers so well in the post-World War II period" (p. 317). Early on in the developing relationship among teachers, school boards, administrators the parties met and conferred on issues of interest to teachers in what Kerchner and Mitchell (1988) characterized as first generation unionism. From this first generation of unionism, we now have 34 states with collective bargaining laws that govern the relationship between teachers and their school districts. By the late 1950s the formal relationship between teachers and school districts entered a

second generation of unionism steeped in “good faith” collective bargaining where wages, hours, and conditions of employment became the focus of teachers' interests through the written contract and management (e.g., school boards and administrators) retained control of policy and operational decisions in education. “This presumed bifurcation of union-management interests is reinforced by the statutorily restricted scope of bargaining. State laws define those issues about which union and management can bargaining and those that are excluded from negotiations” (Koppich and Kerchner, p. 318).

Various change forces and challenges in education over the past half century moved teachers and school districts from first generation unionism to second generation unionism characterized by distributive negotiations where, “Bargaining is about dividing up the spoils—money, rights, power—and carrying them away” (p. 319). Recently, educational reform initiatives accompanied by increasing demands for school district/teacher accountability for student learning outcomes have moved teachers' unions and school districts to rethink the traditional boundaries on their working relationships codified in collective bargaining agreements. In addition there are a number of exciting, substantive changes in teacher education and professional development that challenge teacher unions, administrators, and local school districts to rethink their relationship to professional development (Kerchner et al., 1997).

Linda Darling-Hammond (1998) argues for research that more closely examines connections between educational reform and teacher professional development. “To build lasting support for change, research about successful professional development initiatives needs to be translated into policies that will penetrate widely and comprehensively. These would include policies that influence school finance, salaries and incentives, preparation, recruitment, and retention of well- qualified teachers” (p. 13). Most likely, the translation of this research will be formalized in policies and practices that are closest to teachers and their work. These clearly include local collective bargaining agreements between school boards and teachers unions as well as a wide variety of side agreements, school/policy manuals, and other written documents governing these relationships.

New Unionism. So what does this new unionism look like? To begin, there is substantial evidence that teacher unions have long been involved in socializing and supporting teachers in local school district. “Teachers' organizations participate in teacher socialization through a variety of means. First, they help set many of the terms for teachers' work and learning in the larger district through collective bargaining, including the scope of legitimate teaching activities within and beyond the school day, the nature of and expectations for leadership positions, participation in decision-making, and opportunities for professional development” (Bascia, 1999, p. 12). She makes the case that in school systems where teachers do not receive sufficient support for their teaching, teachers' organizations through a wide variety of supporting activities and structures are, “increasingly are filling in the gaps resulting from educational policies that assume unrealistically simplistic, technical vies of teaching and policy implementation” (p.3).

More formally, there are at least three general strategies teachers' unions and school districts have employed to move toward more collaborative bargaining in which unions and management are seeking common ground to deal with issues of mutual interest and benefit. “The parties treat each other as professionals and consciously consider the issues that are important to both and the trade-offs each side can accept. It is this conception of negotiations that has given rise to locally based union reforms”

(Koppich and Kerchner, 1999, p. 319). These include: 1) *joint committees* that, “expand the portfolio of the negotiated agreement and move substantive discussions of education policy and practice beyond the legally restricted scope of bargaining;” 2) *trust agreements*, “legally binding bilateral accords that sit outside the collectively bargained contract;” and 3) *waivers*, specific provisions or requests that allow school districts and teachers' unions to request relief from specific provisions or parts of the existing collective bargaining agreement (p. 320).

Despite the promise of these locally based efforts, Koppich and Kerchner (1999) view these as mere tinkering at the margins of traditional unionism that, “no matter how faithfully conducted and thoughtfully executed, have failed to move unions and districts much beyond the education reform starting gate” (p. 321). They argue that, “Teacher unions have organized teachers' economic lives and brought stability to working conditions. Now they have an opportunity to lead the transformation of education by embracing a new set of first principles of unionism: organizing around quality, organizing around schools, and organizing a flexible teacher labor market” (p. 321).

Though there are a number of positive aspects of the new spirit of unionism around issues of educational reform and teacher learning and growth, there are critics especially when the results in public policy tend to be limited to bilateral agreements between teacher unions and school districts. For example, Cibulka (1999) points out how conservative critics argue that teacher unions already have an inordinate amount of influence in schools and that their highly vested special interests may turn negotiated policies and agreements into documents that, “run public schools for their own benefit and inculcate their own values” (p. 173). Joseph Murphy (1999) describes the impact of new unionism and compacts on consumers of public education. “Public sector unions in particular are key instruments in the growth of bureaus and concomitant subordination of consumer interests to the objectives of the employees themselves. Ramsey (1987) concludes that when the economic influence of unions is combined with political muscle, public sector unions have considerable 'ability to tax the rest of society'[p. 97]” (p. 411). Finally, Joel Spring (1993) advises caution in the expansion of language in teacher union contracts to include such non-economic policy matters as professional development. He argues that expanding union contract language into such areas as professional development may have unintended negative consequences. For example, union influence in noneconomic areas often reduces public control, limits administrator influence (especially that of principals), results in overly formal and complex governance and practices around teacher development, and may negatively influence district and school decisions about resource allocations and educational policy by supporting the interests of teachers over those of students and the community.

Methods

Data collection

To address the research questions, I collected and examined three sources of data: 1) written collective bargaining agreements; 2) interview data (n=21) from superintendents, principals, directors of staff development, state teacher association administrators, and teacher union presidents; and 3) focus group interview data.

Collective Bargaining Agreements. There are 427 local school districts in the state, each with a negotiated master agreement between the local school board and teachers' association. Teachers are represented by local affiliates of the National Education Association or the American Federation of Teachers. School districts ranged

in size from 101,000 students to fewer than 100. Given this range and because I believed school district size may significantly influence the history, content, and administration of contracts, I used a stratified random sampling procedure consisting of four strata to select 100 school districts. Because small town and rural school districts represent over 62% of all school districts in the state, I wanted to make sure that adequate samples of suburban, small city, and urban districts' contracts were represented in the study. Accordingly, I defined the four strata for the selection of contracts based on total student enrollment for the district. Group 1 (2501 - 101,000); Group 2 (1001-2500); Group 3 (501-1000) ; and Group 4 (500 or fewer students). Using a random numbers table, 25 districts were selected from each of the four groups. The equal "N" per strata does over represent suburban, small city, and urban districts in this predominantly rural state. This sampling strategy does introduce a possible source of bias. However, if anything, the sampling strategy under estimates the generally traditional unionism in the state and was viewed as an acceptable trade-off to assure adequate samples of contracts in suburban, small city, and urban school districts.

Next I collected copies of the latest negotiated contract for each of the identified school districts. It is important to note that at the time these contracts were collected and analyzed not all contracts had been renegotiated. Because of state imposed revenue caps on local school districts limiting salary and fringe benefit for teachers, a number of local collective bargaining agreements had remained unsettled. However, because the primary issue contributing to various impasses between school boards and teacher unions was salary, provisions related to teacher professional development generally were not affected. Even though a number of districts were operating under expired contracts, all contracts examined during this study were the existing legal agreements that governed wages, hours, and conditions employment for teachers.

Structured Interviews. The second phase of data collection consisted of 21 structured interviews with superintendents (n=5), principals (n=5), teacher union representatives (n=4), directors of instruction (n=5), and staff development specialists (n=2). First, I identified criteria for the selection of informants. These included 1) expertise and experience in teacher professional development; 2) leadership position held in the organization; 3) employment in districts representing diversity in size, student characteristics, and location (rural, suburban, and urban); and 4) employees in districts with exemplary professional development practices supported in contract language. Key informants were identified using colleague nomination and purposive sampling. Using names of individuals identified by teacher union representatives, teachers, principals, and other administrators, I used the four criteria to select the 21 respondents.

Based on initial analysis of written contracts, an interview protocol was developed to gather more detailed information on the influence of specific contract language and provisions teacher professional development in local districts, to describe in detail issues around contract implementation and professional development, and to ask respondents to describe any changes they may have experienced in teacher unionism and opportunities for professional growth and learning in their schools/districts.

All interviews were taped and transcribed for analysis. To build trustworthiness in the data, written transcripts were returned to interviewees for review and editing if needed. Each respondent was asked to review the transcripts and to make any changes that he/she thought were necessary for purposes of clarity or intent. In general their corrections were editorial in nature. Several respondents, upon seeing their responses in writing, wrote back that they were somewhat surprised, and in a few cases embarrassed,

about the lack of clarity in their interview responses. However, neither offered clarification in their corrected transcripts.

To enhance credibility, after the first two phases of data collection and initial analyses of written contracts and interview data, I conducted a focus group interview with a second set of key informants (n=5) that included an assistant superintendent of a large urban district, an urban middle school principal, a director of research and professional development for a state teachers' association, a special education teacher, and a teacher/union representative. Using a preliminary set of organizers from these data, the purpose of the group interview process was to check initial categorizations of data against the experiences and insights of practitioners, to gain a better understanding of issues and their implications, and to identify any areas not adequately addressed in the examination of union contracts and teacher professional development.

Data Analysis

Data analysis consisted of two parallel activities. First, a content analysis of 100 written collective bargaining agreements was completed. The analysis focussed on an examination of such areas as specific references to professional development, structures and decision making governing teacher development and learning, types of professional development activities legitimized in contracts, and resources available to support professional development. For the purposes of this study, content analysis focussed exclusively on the formal written contracts that governed teacher work and professional development.

To begin the content analysis, I looked for any language referring to teacher learning opportunities and professional development. This included such terms as in service, staff development, training, conferences, and study leaves. This initial phase of analysis runs counter to my conceptual definition of professional development detailed in the background section of this paper. Having said that, this is my conceptualization of professional development—not necessarily the one commonly used in schools and enumerated in written contracts. Also, teachers, administrators, and school boards members often use a variety of terms interchangeably when they refer to the concepts of teacher learning and professional development. For me, it was important to start with the language that currently existed in written collective bargaining agreements and in practitioners' ordinary professional discourse. For interview data I used a constant comparative method (Strauss & Corbin, 1990) to code data and identify themes. Individual and group interview data complemented the document analysis by providing details and examples of how various contract provisions affected the context of teachers' daily work and their professional learning.

Limitations

Focusing on written collective bargaining agreements alone has limitations. For example, there is more to negotiated agreements between teachers and school boards than what is written explicitly in contracts. Trust agreements, waivers, joint committee work, and district and school policy manuals are examples of other written documents that describe and affect these teacher union/school district relationships. Collection and analysis of these documents were beyond the scope of this investigation. To mitigate the negative aspects of this limitation, I believe the collection of interview data was helpful. A second limitation concerns the selection of interviewees. Though great care was taken to define and select a substantively representative sample of teachers, administrations, and union representatives, there is always the possibility that the sample does not

adequately represent all parties to teacher/school district collective bargaining agreements. Notably absent from the interview sample are school board members. Though important to the negotiation of contracts, the study focussed on existing written contracts and their administration which in most school districts is left to teachers and administrators in schools.

Findings

I use four organizers to present detailed descriptions of the links between and implications of union contract language and teacher professional development. These are 1) contract language and points of leverage; 2) the inclusion of professional development in written contracts; 3) the governance of teacher professional development; and 4) changing the professional development paradigm: rethinking, restructuring, and reculturing.

Contract Language and Points of Leverage

Despite the rhetoric in educational reform reports that teacher professional development is critical to school improvement and reform efforts, explicit language on professional development is notably absent in approximately three fourths of the contracts examined. Using the widest possible net to capture any language and/or activities related to teacher professional growth and development, only 28 of the 100 contracts examined contained any direct reference to teacher professional development. Of these 28, only 3 linked professional development to district goals and priorities. The finding that teacher contracts are generally silent on professional development should not be surprising since it is not a mandatory subject of collective bargaining. Only recently have examples of localized reform efforts, waivers and trust agreements, affecting the contractual relationship between teachers and school districts emerged. Yet it is difficult to imagine how language covering wages, hours, and conditions of employment would be unrelated to teacher professional development. In general, even teacher collective bargaining agreements with explicit language governing teacher professional development tended to remain narrative museums reflecting a legacy of conflict, mutual mistrust, legalism, and top-down hierarchies of control over teachers rather than expressions of a new unionism. The following are examples of explicit contract provisions describing teacher professional development primarily under the direct control of administrators.

- The parties agree to establish an In-Service Educational Staff Development Committee composed of a representative appointed by the Association from each school and no more than an equal number of representatives appointed by the Superintendent of Schools. The Committee shall assume the responsibility for the planning and conducting of the in- service and staff development programs for the professional teaching staff, subject to the direction and control of the Superintendent.
- Teachers must fulfill twenty-two and one-half (22 1/2) hours of staff development each year. The District may direct up to seven and one-half (7 1/2) hours of specific staff development for designated teachers or groups of teachers.
- As required by [... Law], there shall be a regular and continuing in-service program which shall be formulated by a standing committee composed of administration and faculty members.

In a few districts the teachers' union and school board have negotiated language, in accords or waivers, that recognizes teachers' responsibility and control over their own growth and development.

- The parties to this ACCORD recognize the importance of individual growth and development of professional educators and the growth and recognition of teaching as a profession. Professional educators are responsible for continued professional growth through participation in staff development activities, formal academic study, and personal enrichment in their teaching field and in education in general.
- Acknowledgment is made of the need for professional growth and the consistent need for all teachers to continue their formal studies and other related professional activities toward an improved and up-to-date quality instruction. It is also recognized that professionalism is an individual decision for teachers and, therefore, there is no credit requirement within in any specific time period.
- Teachers are encouraged to continue their professional growth at their discretion.

Collective bargaining for teachers has been a part of state statutes since 1959. Reflecting what Kerchner described as second generation unionism, the emphasis in the early days of teacher collective bargaining centered on increasing salaries, broadening benefits, and salary equity. With regard to salary equity, unions sought to eliminate capricious, unilateral school board decisions around teacher pay and benefits. What's clear in an examination of these written contracts is the legacy of these early bargaining days when two important principles around teacher compensation and career advancement were established. The first was the establishment of a legal process for negotiating teacher pay. The second was the development of a salary schedule that recognized years of teaching experience and advanced educational training as criteria for salary increases. The latter is particularly important. Even during years when increases in base salary were small, teachers could still increase their salaries through professional training and the accumulation of credits or the completion of an advanced degree. Thus, linking salary increases to advanced training provided an extra incentive supporting on-going professional development for teachers. This typifies the type of win-win compromise often negotiated by two parties during collective bargaining. Advanced training became the solution to satisfy teachers' demand for higher salaries and school boards' desire to have highly qualified and better trained teachers.

Leverage Points in Teacher Contracts.

Notwithstanding the silence surrounding teacher professional development in most union contracts, there are a number of negotiated provisions, leverage points, that directly affect teacher learning in the work place. For example, extra contract days, designated in-service days and times on school calendars, hiring new staff, the orientation of probationary teachers, teacher evaluation procedures, credits for recertification, and extended contracts are leverage points in contracts that support teachers' professional development. Interview respondents described how various provisions covering teachers' hours and work days at times limited what principals and their professional staffs were permitted to do contractually, especially as they worked to develop standards-based school reform.

Many of these limitations must be viewed within the context of broader political issues at the state level. In particular, the tension described by interviewees most often reflected teachers' frustration with currently state-imposed caps on teachers' salaries and fringe benefits. To control costs in education, in 1994 the legislature instituted a revenue

cap of 3.8 % of the previous year's budget on all local school districts. The only way a school district could exceed the revenue cap was to go to a public referendum asking to exceed the cap. In effect, teachers' salaries were severely limited.

Cost controls have also influenced teachers' preferences and choices of professional development opportunities as well as its design, delivery and content. With severe limits on their salaries, teachers tend to view advancement on the salary schedule through rapid accumulation of graduate credits as one of the only ways to increase their salaries significantly. Interestingly, this strategy by teachers has implications for calculating the total cost of professional development. When salary increases due to advanced training are included as costs in annual professional development budgets, the percentage of the total budget used to support on-going professional learning increases dramatically. Additionally, since the revenue caps are on the total budget, savings in the budget must come from other expenditures. Analyses of written contracts and interview data indicated that the resources used to support professional development activities typically fund a vast collection of fragmented, individualized experiences with little evidence of a systemic focus on district or building goals.

A second leverage point in contracts influencing teacher professional development is in the area of teacher leaves. Besides sick leaves and those leaves for emergencies, family and extenuating circumstances, 72% of the contracts contained provisions for professional leaves, study leaves (36%), and personal or sabbatical leaves (52%). In most cases, these leaves were unpaid. Less than a third of these contracts required teachers to return to the district after the leave. Only 13 districts provided any financial support for professional leaves. The following language illustrates clearly how this provision in the contract supports teacher development.

Extended Leaves of Absence: Advanced Study

Purpose: The underlying philosophy of the leave is to increase the quality of teaching and to gain enriching and broadening experience by professional study and research in areas that will promote the employee's teaching ability. Major consideration must be given to the benefits which will accrue to the pupils and to the community through the individual teacher's personal growth.

In 77 contracts, extra days and extended contracts were another important leverage point that supported teacher professional growth and development. Administrators, school board members, and teachers agree that school success and improvement require on-going training and development opportunities for teachers. However, teachers' work days provide little time for extensive training or for school improvement work. Thus, extra paid days/hours and extended contracts for summer work have become critical to meeting the training needs of teachers and professional work beyond the classroom. Aligning district curriculum to new, state- mandated curriculum standards and tests, the introduction of new technologies, sundry educational reform initiatives, and more diverse students populations, to name a few areas, all require more teacher training.

Analysis of school calendars attached to these contracts provides evidence that districts recognize the importance of time needed for teacher professional development. This includes inservice days, early release and late starts, and teacher convention days. Ostensibly these times and days have been set aside for teacher inservice throughout the year. Most districts have 1-2 days per year while a few have schedules with weekly early release giving teachers 2 hours for joint work, planning, and professional development.

At first glance, the number of days and times suggest that districts through negotiations have taken seriously the call to provide more time for teacher professional development. However, on closer examination it appears that in many districts the days set aside for teacher in-service and development opportunities have been hijacked. For example, administrators often convert these days, especially those scheduled the first day of the year, into extended faculty meetings to cover district/school business. These days are what Bredeson and Johansson (1999) refer to as “information showers” where the focus is on the dissemination of information, not teacher learning and growth. Similarly, teachers wanting and needing more time pirate inservice days and times to work alone to set up their rooms at the beginning of the school year, to complete grades at the end of quarters and semesters, and to clean out their rooms for summer breaks.

A fourth important leverage point in written contracts is in the area of supervision and evaluation. In 21 contracts, teachers and school boards had created alternatives to traditional classroom observations and written evaluations of “stand-up” teaching performance. In these districts, teachers who completed their probationary years, usually 1-3 years, could choose a self-designed professional improvement/growth plan as an alternative to traditional evaluation. In cooperation with principals and supervisors, teachers submitted professional growth plans and goals that became the primary basis for their written performance evaluation required by law once every three years.

The Inclusion of Professional Development in Contracts

Given the small number of contracts that contained explicit language on teacher professional development (28%), it was important to ask respondents their views on whether or not contracts should contain such provisions. Twenty of the 21 interviewees and all of the focus group interviewees (5) agreed that teacher professional development should be part of union contracts. First, opportunities for teacher learning in school and beyond are linked to wages, hours, and conditions of employment, all mandatory subjects of collective bargaining. To these respondents putting explicit language in contracts about professional growth and development in contracts was needed to send a powerful substantive and symbolic message to the whole school community.

The general agreement among respondents that language on professional development needed to be put in contracts was not seen as a silver bullet to improve the design, delivery, and outcomes of teacher professional development in schools. As one principal put it, “I mean it's probably ok, what we have in here, but...umm.... I think when you can establish the right the culture in a given school and school district, these things get taken care ofah.... far beyond the letter of what's in the contract.” Another principal added, that the improvement in learning opportunities for teachers in schools needs more than just a line or two in the contract. Establishing strong norms and beliefs about on-going professional learning in order to improve student learning was not something, however, that could be easily specified in contract language. “I think it [is a matter of being] pertinent to their [teachers'] reality.” “And I think how you just embed that in the everyday work, just spills over so naturally, so that these don't even get looked at us requirements.” The respondents agreed that teacher professional development should be included in negotiated agreements. They also believed that the key to successful staff development for teachers was instilling the belief that the time and effort put into the learning activities would directly benefit their practice and improve student learning. They believed putting language in contracts would help to highlight the importance of teacher learning to school improvement and student learning.

The consensus to include professional development in contracts was not without some notes of caution. For example, some respondents worried that teacher growth and development might fall into grievance processes and thereby be rendered ineffective. Others worried that by specifying professional development in the contract some school boards and teachers' unions might bargain away what should be a professional responsibility and attitude among teachers, not forced compliance to the strict letter of the contract. One director of instruction cautioned, "What you have to be careful of is not to use that and end up reducing it [professional development] to, like the lowest lowest common denominator." Another respondent echoed the idea that if teacher professional growth and development described in contracts became overly prescriptive, such as traditional district in-service, there would be much less flexibility and fewer opportunities for teacher learning in school and beyond the teaching day. In assessing the benefits of putting explicit language on professional development in contracts, these educators also acknowledged the potential downside if contract language resulted in narrow, prescriptive provisions. Such provisions would likely lead to minimalism and mere compliance rather than fostering possibilities for professional learning; this would be worse than what many districts/schools already had.

Governance of teacher professional development

Analysis of the contracts and interview data revealed that professional development for teachers continues to be top-down and primarily controlled and driven by administrators. Only 3 of the 100 district contracts examined stipulated a full-time coordinator for professional development. For mid-size and larger districts, staff development fell under the general job duties of curriculum directors and assistant superintendents. In smaller districts, the superintendent controlled the budget and was seen as the gatekeeper for professional development. Regardless of district size, school principals were most often viewed as the person primarily responsible for professional development. Further examination of contracts indicated that only 17 districts had formalized in contract language district staff/professional development committees composed of teachers and administrators. Given the general absence of professional development language in contracts this may not be surprising. Yet, even in contracts where extra pay for extra duties was described, staff development committee work or membership was not included.

In general, the lack of voice for teachers in decisions around their professional growth and development has resulted in a type of dependency. As a middle school principal opined, teachers continue to think others, administrators in the district, will tell them what to do. Thus, there is a fair amount of cynicism about the value of traditional professional development in districts. One principal saw this type of dependency as professionally debilitating because it has resulted in some teachers not even being able to imagine what it might be like to be responsible for planning, implementing, and evaluating their own professional growth. Principals believe they have primary responsibility for teacher professional development, but in a supportive role not a controlling or limiting one. Principals believed they had the responsibility and ability to garner the resources, time, money, space, expertise, and other resources to support what teachers needed to enhance their learning and performance. Principals saw their primary responsibility as helping teachers, individually and collectively, keep their eyes on the big picture. The principal's role was to help align individual and collective teacher needs and interests with school priorities and goals.

Changing the professional development paradigm: Rethinking, Restructuring, and Reculturing

When asked to think about changes they had experienced in the past 10 years in the area of teacher professional development, the respondents' comments were a mix of optimism and disappointment. Each respondent could point to specific examples of positive changes in their schools and districts in the area of teacher learning and professional growth on the job. However, most were also concerned that traditional obstacles remained, many seemingly intractable. To improve opportunities for teacher professional development, these educators identified three broad areas of change that need to occur concurrently. The first is *rethinking* the current professional development paradigm. The second is *restructuring* the design, delivery, content, context and expectations for outcomes of teachers' professional development. The third is *reculturing* schools and communities in ways that create and nurture opportunities for on-going, job-embedded teacher growth and professional development.

Rethinking the professional development of teachers. Changing the paradigm of teacher professional development requires fundamental shifts in the ways teachers, administrators, and community members think about its nature, purposes, and goals. To begin, respondents agreed that professional development should not be seen as an add-on to teachers' work but rather an essential part of what teachers do as professionals. Because training and development are essential to teachers' professional practice, the resources that support them should not be easy targets for budgetary cuts during fiscally tight times. The constellation of formal and informal opportunities for teachers to learn and to improve their professional craft is crucial to school improvement and student success. Thus, in-service, staff development training, teacher networks, and collaborative inquiry are not just about teachers, they are linked tightly to and aligned with school goals and student learning.

The ways in which teachers and others talk about teacher professional development also requires some re-thinking. When in-service days or early releases are described as “time-off” or “wastes of time” from teachers' real work, e.g., direct contact with children, such expressions communicate the limitations and persistence of the traditional professional development paradigm. Teacher professional development is legitimate work even when it occurs during the school day. Staff development is “time on” not “time off.”

Another change in thinking is conceptualizing on-going learning and development as a professional responsibility. Continuous learning is an essential part of one's professional practice, not just a scheduled event or an activity to simply attend and endure. The artificial separation of teaching practice and teacher growth and development has contributed to the latter. To improve what they do and how they do it, reflective teachers rely on their daily teaching experiences to learn more about their practice. Traditional school structures and cultures, especially self-contained classrooms, have unfortunately tended to reinforce teacher isolation and individualism so that the benefits of reflective practices remain limited to a few individuals rather than becoming part of organizational learning and improvement. In addition, the objectification of professional development as something “out there” has promoted a type of dependency in teachers often leaving them voiceless in planning, implementing, resourcing, and evaluating their own learning. “It's completely foreign to them [teachers] because they've really had no opportunity to ever have any input on anything.” So teachers wait to see,

“What's the principal or learning coordinator going to tell us to do? What is the district telling us we have to do today?” (Middle school principal). Though teachers clearly have preferences and know what would be most helpful to them in the classroom, traditional designs and delivery of teacher professional development in schools often reinforce a dependency model in which teachers cede responsibility for their own growth and development to others: most often superintendents, principals, and staff development personnel.

Rethinking teacher professional development also means reconsidering the “one size fits all” training and inservice activities common in many school districts. In complex school systems there are occasions for system-wide informational sessions and inservice programs. The key issue is whether or not these types of activities dominate staff development activities in schools. Because these activities are easier to plan, more economical, and more easily controllable, districts frequently default to “one size fits all” sessions. Undifferentiated training sessions rarely provide learning opportunities that engage individual teachers' creative and reflective capacities to strengthen their practice.

Restructuring the professional development of teachers. “We haven't admitted that we're going to have to blow the thing up in order to get real fundamental professional development in the system.” Either metaphorically or concretely, changes in thinking about teacher professional development need to be accompanied by fundamental changes in the structures that support it, including provisions in contracts. For example, respondents described how schools and their operations need to be reconfigured to permit more time within the school day for teacher learning. As one respondent said, “A couple of things are happening that I think damage our opportunities to really change things in a significant way. One is the issue of the structure of the school day, the school week, and the school year. There is no collaborative time structure in our work. And, teachers are too isolated in their work. That we have to really redesign the system in a way that guarantees that the time is there for collaboration; and I don't think this society is willing to pay for that, and that's been our big problem” (Professional Association Representative). The issue of restructuring time, with a focus on the use of time and its impact on conditions of employment, has important implications for collective bargaining and opportunities for teacher learning within contract days. Time was described by respondents as the most important structural factor that needed to be addressed in order to change the current professional development paradigm. In a few written contracts there are appended waivers and side- agreement that supported changes in the use and structure of time in the teacher's work day. The interview data provided ample evidence that a number of schools and districts were using collaborative informal agreements, between administrators and teachers, to address teacher learning in newly configured time-frames. This includes such practices as 1) providing teachers extended contract days over the summer; 2) extra pay for committee work that is beyond ordinary teacher work expectations; 3) hiring substitute teachers, both permanent and temporary, so that teachers have time during their the school day to meet and work together; 4) early releases and late starts for students; 5) scheduled staff development days; 6) creative use of class time through block and flexible scheduling; and 7) banking time, e.g. increasing class periods and school days several minutes a day to bank time for future release times.

According to these educators, even when time is available there may not be a place in the building for teachers to meet and work. Outdated buildings, the proliferation of programs and specialities to support students beyond the classroom, and overcrowded schools often leave teachers in hallways or other cramped spaces, hardly optimal

conditions for professional learning. Clearly this is less of a problem when students are released, but if professional development is to be embedded in teacher work, creating learning spaces for teachers is an important part of restructuring schools. Providing physical space for teacher learning in schools also sends a powerful symbolic message about the importance of continuous growth and development in schools. Conferences rooms, office space, work rooms, labs, and basic communication tools (computers, telephones, and fax machines) are minimal requirements for any professional, yet these tools are scarce in most schools. Additionally, the lack of these basic resources to support teacher engagement, reflection, and growth reinforces norms of privacy, isolation, and dependency that threaten the development of an authentic professional learning community.

The reallocation of resources to support new conceptualizations and practices in teacher professional development is also an important element in restructuring. In some districts, teachers and administrators have creatively knitted together a mix of local, state, federal, and private monies to support professional development and school change processes. In others, however, the patchwork of traditional development programs and activities, and the budget lines to support them, are not clearly aligned with district/school funding priorities. Because of revenues caps in the state, most districts are actively seeking external grants to support staff development for teachers. In some districts, it is unimportant what the focus or goal of the funding agency is. They become “Christmas tree districts” where teachers, administrators, and school boards willingly subordinate local priorities and goals for high profile programs that send extra dollars to support teacher development and training opportunities. When the typical three-year funding cycle ends, so does the initiative. The district then reinvents itself in order to respond to new criteria described in another request for proposal (RFP).

New state mandates, especially the newly adopted model academic standards linked to legislated testing of all students, have intensified change efforts and completely dominated staff development and in-service training across the state. A union representative from one suburban district noted, compliance with these state mandates, especially activities focussed on curriculum alignment and organizing for testing in four core areas, is robbing teachers and their schools and districts of what little time, energy, and resources that had already been set aside for professional development.

Selecting and hiring teachers with a professional orientation toward their own growth and development was cited by principals and superintendents as an important structural piece that supported teacher professional development. The administrators believed one of their primary responsibilities was to establish criteria and develop processes that enabled their districts/schools to identify and hire candidates who viewed continuous growth and development as an essential part of their professional work and one for which teachers took responsibility.

Restructuring the delivery of teacher professional development is also critical to changing the current paradigm. Long dominated by workshops and fragmented in-service meetings, new forms of professional development have emerged with “a much deeper and more sophisticated focus on instruction.” The idea of “one size fits all” is fading away. In districts with leading edge practices, teacher professional development tends to be more localized, more centered on individual teacher needs, carried out in interactive and participative settings, and is on-going and long-range in focus as opposed to one-shot presentations and events. Such practices are beginning to break down teacher isolation and build learning communities among professionals seeking to improve their practice, not simply acquiring a few “nuggets of knowledge” for easy transfer to classroom teaching. Teachers and principals are attempting to redesign the school

“Culture, climate...ah...the way we structure our interactions, so that it's supporting people's learning everyday.”

Reculturing teacher professional development. “It's not in the culture of our district to have the union talking about professional growth and development. The way of talking about it is through compensation” (Elementary principal). Rethinking and restructuring teacher professional development are part of the larger process of reculturing schools and communities to support teacher learning. As the preceding quote indicates, the values, beliefs, and practices that define the current culture of teacher professional development may be anything but professional. For example, teacher isolation, work days with little or no time for professional development, administrator dominated planning and decision making, and fragmented staff development and training activities typify the current culture. “The system needs to be redesigned for teachers to really become active learners. Our structure does not facilitate that.” (Teacher union representative). Typically, teacher work has been defined as standing up in front of and working directly with children. Working directly with children is difficult to argue against since teaching children is the primary mission of schools. The reculturing efforts described by these respondents are meant to enhance teachers' work with students by recognizing and incorporating teacher professional development “as professional work” and “at work”. In recultured professional learning communities, staff in-service and training days are not days off, they're days on. The ways in which teachers and others talk about teacher staff development are expressions of reculturing that communicate important values, norms, and practices that characterize high quality, professionally oriented schools focussed on student success.

The ways in which school boards and teacher unions address teacher professional development in collective bargaining also help to define the culture. With nearly three-fourths of the contracts silent on teacher professional development, developing new professional learning cultures will not come easily. The baggage of traditional unionism, collective bargaining experiences, and grievance arbitration in schools has left both parties, teachers and school board, nervous about asking the other to dance. As one union representative put it, “Nobody knows how to behave.” Learning how to “behave” requires trust between parties to negotiate agreements. In districts where new professional development cultures have emerged, values, norms, and practices are simply embedded, “In the everyday work, [and] just spills over naturally, so that these don't even get looked at as requirements. I think when you can establish the right culture in a given school and school district, these things get taken care of..ah.. far beyond the letter of what's in the contract” (Elementary Principal). Establishing norms of trust requires time and experiences that build on joint commitment and efforts among teachers, their unions, administrators, school board members, and the community. To date, in only a small number of districts have teachers and school boards redefined and renormed their formal contractual relationship.

Conclusion

There are numerous challenges confronting stakeholders in public education at the end of twentieth century. Among these is whether teachers and local school boards will be collaborators or combatants as they confront a seemingly endless array of problems. Perhaps one way to build a bridge to “new unionism” and leave behind the baggage of adversarial collective bargaining is through the development of professional learning communities in schools. Successfully negotiating the uncharted terrain of these

learning communities for students and teachers requires good will, trust, and the commitment of teachers, administrators, and school boards to work together.

Leadership is critically important to the direction and designs for new unionism and the growth of professional learning communities in schools. Though not exclusively, much of the move toward new unionism will come through formal contract bargaining, as well as policy initiatives, side agreements, and negotiation of daily work in schools. The risks involved, the creativity required, and the mechanics of living these newly forged relationships among school boards, administrators, teachers, and the people they serve require leadership at all levels—policy making, contract bargaining, administration, and teaching and learning in classrooms. Issues surrounding teacher professional development, the focus of this study, will be important ones as teachers, school boards, and other key educational stakeholders renegotiate formal and informal relationships in schools.

As the findings in this study indicate, shifts in thinking, structures, and organizational cultures are the initial expressions of new unionism and the development of teacher professional learning communities. These data indicate that most school districts in this state are still at the proverbial “starting gate” of new unionism. Local experiments are beginning to emerge. However, the transformation to what Koppich and Kerchner (1999) describe as new unionism centered around such organizers as quality, localism, and flexibility in the teacher labor market remain distant. The movement toward a new generation of unionism and professional relationships in schools, though slow, continues to advance. The findings from this study on union contracts and teacher professional development suggest a number of areas in which teacher unions and school boards can initiate this collaborative venture, though the legacy of second generation unionism is deeply rooted in school districts across the state.

First, the language used to describe teachers' professional development and their work is important. Based on the beliefs of respondents in this study, highlighting the importance of professional learning in negotiated agreements has both symbolic and substantive power. However, contract provisions and explicit language are not substitutes for actions and practices embedded in the daily work of teachers, principals, and others that nurture and support authentic professional learning communities. Second, the current professional development paradigm is not anyone's the fault. It's the result of a shared history. There are a few examples of joint committees, trust agreements, and waivers, developing at what Koppich and Kerchner (1999) call the margins of union transformation. However, I believe these early experiences within schools and districts in the area of teacher professional development provide opportunities for trust and confidence to develop among educational stakeholders and parties to collective bargaining agreements. It is on these experiences that dramatic changes in unionism and teacher professional development in schools will occur.

Creating professional learning communities that support and encourage teacher professional growth and development over a career will require fundamental shifts in the current paradigm of teacher professional development. Concurrently three streams of change, that resonate with the principles of the most effective professional development practices need to be negotiated between teachers and local school districts. First, changing the professional development paradigm requires rethinking and revising the design, delivery, content, and outcomes of teacher professional development. Rethinking teacher professional development requires the collaboration and voice of teachers, school board members, administrators, and community members. Rethinking teacher professional development and reframing it in teacher contracts is not just an issue between teachers unions and school boards. It is a public issue requiring the input and

understanding of all educational stakeholders. A second stream of change is restructuring teacher professional development. This restructuring requires a new architecture expressed in collaborative, negotiated agreements that creatively reconfigure time, space, resources, and materials to provide learning spaces for teachers in their work and beyond. Finally, a third stream of change is reculturing schools and teacher professional development. Reculturing begins with valuing teacher learning and understanding its link to high quality schools and student achievement. Teacher unions and school boards through their collaborative efforts, not confrontational relations, can help students, parents, and other community members understand the importance of teacher growth and development and its link to school/district goals.

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