

COLLECTIVE BARGAINING IN PUBLIC SCHOOLS:
GRADING THE TEACHERS UNION CONTRACTS

By Bronwyn Clarke, Policy Intern & Jami Lund, Senior Policy Analyst

INTRODUCTION

One of the most consequential policy decisions made by elected school boards in Washington is the approval of the collective bargaining agreement with the representatives of the teachers' union.

While Washington state law sets broad parameters for the delivery of education services, the actual policies and priorities are established at the local level by elected school directors. State law has also permitted private advocacy enterprises—unions—to represent employees' interests in the school decision-making process through collective bargaining.

Employee interests are important and certainly should be factored in to decision-making in local schools. But employee interests can conflict with families' interest in quality services. Employee interests also run counter to the interests of taxpayers seeking the most effective use of public resources.

Government employees have a self-interest in higher pay, increased job security, and lower workloads. The self-interest of union officials negotiating on behalf of employees includes increasing their cash flow from dues or employee benefit products and expanding their power over the range of decisions made in school districts.

The reach of policy matters decided in collective bargaining in most districts is extensive and includes the student calendar, programmatic offerings, staff deployment practices, class sizes, employee evaluations, parent rights and district budgeting priorities.

The concentrated benefit received by union officials and district employees makes their fight for their interests very impacting. Conversely, individual families and taxpayers receive little immediate gain from policies which put their interests ahead of the union's interests.

The analysis provided in "Grading the Teachers Union Contracts" will enable citizens to consider how well school directors are balancing the interests of unions and employees with the interests of families and taxpayers.



EVALUATING BARGAINING AGREEMENTS

The Freedom Foundation assembled collective bargaining agreements from the largest school districts in the state for the 2013-14 school year for this report. These were evaluated on the basis of selected variables which were coded with points for each.

See the final grade and detailed scoring for the districts reviewed at myfreedomfoundation.com

A host of variables offer opportunity for evaluating collective bargaining agreements. In recent years, much has been written about the impact of union demands related to tenure, seniority privileges and employee evaluation. This analysis does not seek to duplicate that work, but instead identified seven other values and quantified bargaining agreement provisions adversely impacting those values.

LEVY SPENDING PRIORITIES

is the weightiest value considered. Most state and federal funds are obligated to specific services, programs or expenditures. The local levy and Local Effort Assistance (LEA) funds are the discretionary funds that a school board has to allocate for the services they prioritize. In bargaining, the union and employees make it a high priority to capture levy funds for various forms of employee compensation. In education jargon, these levy-funded wage increases are called “TRI,” an acronym based upon a loophole in state law allowing local funds to be used to enhance wages for undefined “Time, Responsibility and Incentives.”

FINANCIAL RESPONSIBILITY

is the value of managing funds for their most effective use and assuring financial sustainability. Districts have the ability to drain reserves, commit future resources and waste funds as a result of collective bargaining agreements.

STUDENT-FOCUSED CALENDAR

refers to the value of keeping learning and student services as the highest priority when a district is arranging the schedule. The ability to secure a lower workload by adjusting the calendar is a form of pay raise.

CLASS SIZE is the value of improving the learning environment by prioritizing smaller class sizes. Bargaining agreements can instead prioritize employees’ control of the remedies for class sizes which can result in pay increases for larger class sizes rather than smaller class sizes.

WAGE FAIRNESS

refers to the value of not overpaying for services. Union officials often serve the interests of the older, longer-serving employees and can use that power to promote regressive policies which keep beginning teachers at lower wages. A bargaining agreement can result in a district paying double for the same day’s services. A more equitable salary arrangement can result in better student services if a district hires more teachers instead of increasing the wages of the highest paid teachers.

EMPLOYEE CHOICE

refers to the value of the marketplace rather than compulsion or monopolies. When bargaining on behalf of employees, union officials can take advantage of their position to impose “union security” provisions and mandatory benefit schemes to remove choice from employees.

RELIABLE SERVICE

refers to whether a district allows strikes or work stoppages disrupt the public interest in services. Some bargaining agreements assure that work stoppages or strikes will not happen, but others make provision for them.

Within these seven value areas, nineteen variables were evaluated and coded with points reflecting contract provisions which affirm the values. Forty-eight total points are possible.



VALUE NUMBER ONE:

LEVY SPENDING PRIORITIES

1. Non-calendared, self-directed TRI

“TRI” is the acronym for the loophole in the state law which contains a prohibition on unions and school districts negotiating wages higher than the state allocated salary. RCW 28A.400.200 prohibits salaries and benefits which exceed the state salary except “by separate contract for additional Time, for additional Responsibilities, for Incentives . . .” When these increases occur, they are funded by districts’ discretionary funds – particularly levies and state or federal funds intended to supplement levies.

Some TRI is for specified work, and some is for additional specific time worked on site, such as preparation days before school. Non-calendared, self-directed TRI is the least accountable type of TRI. This form of TRI is frequently described as a recognition of the additional duties teachers perform outside of the work day, which are done entirely at the employee’s discretion. The issue of accountability arises when there are no substantial requirements for teachers to verify their actual hours worked in order to receive the additional compensation.

This variable assumes that funds are best used for services to families.

These pay raises add to the average state-provided wages and benefits of \$61,783, and range from 5 percent in Olympia to 37 percent in Everett.

WAGE ENHANCEMENT SCORING

- 0 — Over 30% to pay
- 1 — 20% to 29.9% to pay
- 2 — 10% to 19.9% to pay
- 3 — Less than 10%



VALUE NUMBER ONE: **LEVY SPENDING PRIORITIES**

2. Percent of levy spent on self-directed TRI

Levy funds and state and federal levy match programs provide the only truly discretionary funds a district has to reflect local service priorities. Levies customarily pay for special programs, extracurricular activities, maintenance of the local buildings and any of the distinctive services which respond to community needs.

The state already provides a wage, benefit and pension package including annual increases for the first fifteen years of teachers' career as well as increases for continuing education. State law actually prohibits negotiations from adding to the wages other than as permitted by the TRI loophole. How a district's leaders decide to allocate the discretionary funds is a reflection of the values. Each dollar spent on adding to wages for the same year's work is a dollar not available for other services. The percent of the levy pool spent to enhance wages is a reflection of a district's priorities.

Districts differ significantly regarding how much of their limited local resources they use merely for wage enhancement, ranging from 43 percent of the levy in Mukilteo for wage enhancement to 8 percent in Spokane.

LEVY PRIORITY SCORING

- 0 — 40% or more of the levy and state "Local Effort Assistance" funding
- 1 — 35% to 39.9%
- 2 — 30% to 34.9%
- 3 — 25% to 29.9%
- 4 — 20% to 24.9%
- 5 — 15% to 19.9%
- 6 — 10% to 14.9%
- 7 — less than 10%



VALUE NUMBER ONE: **LEVY SPENDING PRIORITIES**

3. Funds per student spent on all forms of TRI

The amount of local discretionary funds spent per student on supplementary compensation puts this practice into perspective.

Central Valley School district spends \$219 while Everett spends \$1,117 per student on enhanced wages for state-funded employees.

PER-STUDENT SPENDING ON WAGES SCORING

- 0 — \$900 or more spent on wage enhancement without scheduled or directed work
- 1 — \$600 to 899
- 2 — \$300 to 599
- 3 — Under \$300 per student
- 6 — 10% to 14.9%

4. Levy-funded health benefit enhancement

Just as school districts use their levy to supplement the wages of their teachers, some districts also allocate money from their discretionary funds to enhance employee health benefits over and above the allotment already provided by state funds. The state on average provides \$9,524 for health benefits.

Nearly half of the districts do not use any discretionary funds to enhance the health benefit package, but the highest amount employee offered by any district is Snohomish which provides an additional \$1,140 per employee.

BENEFITS ENHANCEMENT SCORING

- 0 — more than \$100 per month per FTE added to the amount the state provides
- 1 — \$50-\$100
- 2 — Less than \$50 per month
- 3 — None



VALUE NUMBER ONE: **LEVY SPENDING PRIORITIES**

5. Personal leave cash out

The employee work calendar closely matches the student calendar of 180 days. In addition to typically 12 paid sick days, districts often choose to provide paid personal leave days. In the event employees choose not to utilize this leave, some districts provide compensation for unused personal leave. The rate of reimbursement can be at a specified dollar amount such as the rate of the substitute the district would have had to employ if the leave was used. In some cases, districts allow cash out at 1/180th of the annual salary of the teacher cashing out the leave days.

Pasco offers the most extreme example, where the highest paid teachers can cash out four personal days at their annual rate and sick leave is also cashed out at \$50 per day up to twelve days without losing the accumulated sick leave. Federal Way, on the other hand, does not grant personal leave, but has a more expansive sick leave policy. The sick leave can only be cashed out at a day's wage for each four days after a certain number of hours are accumulated.

Personal leave cash out is essentially a pay raise for working the total number of the expected contract days.

PERSONAL LEAVE AND CASH OUT POLICY SCORING

- 0 — three or more days of personal leave offered
- 1 — less than three days

Additional scoring points for

- 0 — Cash out unused personal leave at the "per diem" rate [1/180th of salary]
- 1 — Cash out at substitute rate or other lesser rate
- 2 — No cash out
- 3 — Personal days are taken from sick leave



VALUE NUMBER TWO: **FINANCIAL RESPONSIBILITY**

6. Percentage of all TRI which is non-calendared and employee directed

Some of the enhancement of wages is in return for additional hours of service to the community or specified responsibilities. Other forms of TRI are not for any specific time on site and are not for any district specified tasks. In each bargaining session, there is a tension between these two, with the union seeking the maximum amount of the wage enhancement without accountability, additional specified work or additional days on site.

The financially responsible position would give patrons of the district and levy payers assurance that the money spent was purchasing services for district families. Paying more for the same or less services is unnecessary and sacrifices a host of more effective use of those funds.

The best examples of making sure that supplemental wages are providing additional benefit are Sunnyside, Kennewick and Spokane, but even in these districts roughly half of the wage enhancement is for “incentive” pay which is not calendared, not directed by the administration and not for specified as tasks outside of the typical professional responsibilities. At the other end of the spectrum, Monroe pays TRI which would be equivalent to 57 days’ work, yet the district only asks for one additional day of service.

EXPECTATIONS FOR WAGE ENHANCEMENTS SCORING

- 0 — 90% or more
- 1 — 70% to 89%
- 2 — 50% to 69%
- 3 — 49% or less



VALUE NUMBER TWO: **FINANCIAL RESPONSIBILITY**

7. Trend of changing payroll obligation

The state caps levies as a revenue source, but union contracts demanding higher wages for the same work opens districts to snowballing payroll costs. If finite levies are obligated in bargaining agreements, then levy-funded special programs, extracurricular activities and building maintenance all get cannibalized to feed the escalating payroll costs demanded by union officials.

Sound fiscal practices do not permit increasing obligations from unchanging revenue.

For example, the Kent school district teachers union got the district to agree to a large increase in TRI each year:

“Total TRI Days:

31 days for 2013-14

39 days for 2014-15

45 days for 2015-16”

To increase the payroll obligations by 14 days’ pay for 1,395 teachers in Kent by 2015-16 will cost the district \$5.6 million dollars in 2015-16 without increasing services to students. Since the entire levy plus LEA for Kent is capped at \$65 million, Kent will likely have to divert \$5.6 million dollars from however it is being used in 2013-14 to cover the payroll for the standard school year in 2015-16. The reduced services are not caused by state cuts, but by union-demanded diversions of funds from services to wages.

This measure is intended to reflect the overall trend of changes in levy-funded wage enhancements. In addition, it emphasizes the level of accountability associated with those changes. The scoring assumption is that increasing pay for specified new tasks or specified additional time is a responsible use of funds since new services are delivered for the new funds.

ESCALATING WAGE OBLIGATIONS SCORING

- 0 — Trend of increasing unaccountable TRI. For example, a district might increase the pay for employees who are not working on district-specified tasks or on site beyond the 180 day salary.
- 1 — Neutral trends with no change in TRI for either accountable or unaccountable TRI.
- 2 — Trend of increasing accountable TRI relative to unaccountable TRI.



VALUE NUMBER TWO: **FINANCIAL RESPONSIBILITY**

8. Escalating the enhancement of health benefits

As with escalating wage obligations, this metric indicates whether the district agreed in the contract to increase added benefit enhancement over time. Since levies are a fixed amount, any increases in benefit obligations likely require diverting funds from existing or intended services.

ESCALATING BENEFITS SCORING

- 0 — Yes
- 1 — No escalating cost or none provided



VALUE NUMBER THREE: **STUDENT-CENTERED CALENDAR**

9. Shortened school year despite having wage enhancements

The fundamental building block of our system of education is the time students spend with their teachers. The schedule is important, and research suggests that longer summers have a negative impact on students' academic development.

Some districts seek special permission from the State to reduce the student school year from the standard 180 days. These non-student workdays are an element of the union contract and are used to provide time for collaboration, professional development or conference time for teachers. Typically, students receive the required 1,000 hours by the addition of a few minutes to the remaining days.

However, if a district is already enhancing wages for additional days of responsibility, districts could protect the student schedule by asking that those professional responsibilities occur on days other than the 180 student days. Shortening the student learning schedule to lighten the employee workload puts adult interests ahead of student interests.

STUDENT SCHOOL YEAR SCORING

- 0 — 3 or more waiver days
- 1 — 1-2 waiver days
- 2 — No waiver days



VALUE NUMBER THREE: **STUDENT-CENTERED CALENDAR**

10. Partial school days despite having wage enhancements

A consistent learning schedule is ideal for students. Partial school days compress learning time and jumble the instructional time inefficiently. In recent years the practice of adding half days, late start or early release days to the student schedule has multiplied.

As with shortening the school year, the practice is linked to the collective bargaining agreement's attempt to easily schedule professional responsibilities of employees. When the district is already paying for additional "Time, Responsibility, or Incentive," adjusting the student schedule is not necessary.

Partial days represent not only a disruption in the student's schedule, but also a teacher benefit. Such a schedule gives them regular days' worktime to fulfill responsibilities which would otherwise be outside of the workday. Partial days are a measure of the district's priorities: the welfare of the students, or the workload of the teacher.

Some districts secure a robust schedule for students and use wage enhancements to fund professional responsibilities outside of the student schedule. For example, the Kent School District provides a calendar with 187 calendared teacher workdays, 180 student days, and nine late start days – five of which are directed by the district.

Tahoma School District, on the other hand, has an employee calendar of 181 days, a student year of 177 days and 39 partial school days.

PARTIAL SCHOOL DAYS SCORING

- 0 — 36 or more partial days (more than 1 hour trimmed)
- 1 — 18-35 partial days
- 2 — 17 or fewer partial days



VALUE NUMBER THREE: STUDENT-CENTERED CALENDAR

11. Teacher workdays

The state funds an annual salary for employees, but has not defined what a year's work for that salary might be. Typically, an annual salary in the US is for 240 work days. The state expects students to receive schooling on 180 days, but the instructional employees have a work year defined by the bargaining agreement.

The work of teaching is more than the time they spend with students, and districts often find it valuable to build time into the work schedule for professional collaboration, training or implementing new processes.

In all identified cases, the bargaining agreements assume that the state is paying for 180 days. This assumption is bolstered by the fact that the state formerly paid two additional days of salary for "Learning Improvement Days." When these funds were removed, the expectation that the state salary might include some supplemental professional responsibilities was also removed.

The current practice is that other funds are used to obligate employees to show up for additional days. All districts expect at least 181 workdays for the total compensation, but some have even more workdays. For example, Kennewick School District has 9.5 extra paid workdays on the calendar.

Often districts devise calendars with many partial school days if they would rather not pay for the professional responsibilities as actual extra days on the calendar. Since teachers generally have a 7.5 hour workday, and students should receive an average of 5.5 hours of school a day, by jumbling the student schedule, administrators can carve out time for teachers to handle these non-student responsibilities.

The large districts pay an average of 25 "days" of salary for employees' self-directed, unscheduled professional responsibilities. These districts also pay an average of 6 days' pay for district-assigned tasks or for calendared additional days.

The student-focused calendar would leave intact the student schedule of at least 180 full student learning days, and would use the district's "TRI" pay to build additional scheduled employee-only days for professional responsibilities. Lake Washington school district calendar, for example, includes an extra eight days throughout the year for "Learning Enhancement and Academic Planning" or "LEAP" days.

TEACHER WORKDAYS SCORING

- 0 — 180-180.9
- 1 — 181-182
- 2 — 183 or 184
- 3 — 185 or more



VALUE NUMBER THREE: **STUDENT-CENTERED CALENDAR**

12. Personal leave

The work contract for teachers requires 180 days of work with all student breaks and holidays as non-work days. The state allocates funding for four days of substitute pay for each full time teacher to accommodate illness or emergencies which arise. Districts grant twelve days of sick leave in their collective bargaining agreements.

Most districts add some additional days of personal leave for employees to take time off for unspecified reasons. If time with teachers is more valuable than time with a substitute, then the student-focused calendar would seek to minimize the number of substitute days students experience.

PERSONAL LEAVE SCORING

0 — 4 or more

1 — 2 or 3

2 — 0 or 1

[Count PL taken from SL as 2, b/c it's not really PL.]



VALUE NUMBER FOUR: **CLASS SIZE**

13. Class size priority

Collective bargaining agreements specify targeted class sizes and the various remedies for classes with too many students. While many districts address this issue with class assignment adjustments, additional paraeducators to help or release time for teachers, some districts offer compensation for overload students. Compensation may be automatic or guaranteed if the teacher desires it; other times the district has the final right to decide the remedy for large classes.

A family concerned about class sizes would not be satisfied to know that class size reduction efforts were actually pay raises for those with large class sizes. The value of a better learning environment is reached by adding a classroom aid or hiring another teacher to reduce class sizes. Even more alarming is the possibility that a districts' class sizes may be over the target because teachers prefer additional compensation to other solutions.

In the Peninsula and Franklin Pierce district, the contract makes no provision for overload bonuses. Nearby Peninsula School District has an automatic payment of \$14 per day (\$2,520 per year) for each student over the agreed maximum until some other arrangement is made.

CLASS SIZE SCORING

- 0 — Automatically pay more than \$1,800 for each student over limit
- 1 — Automatically pay up to \$1,800 per student
- 1 — Teacher may unilaterally select payment of more than \$1,800 per student
- 1 — Teacher may unilaterally select payment up to \$1,800 per student
- 2 — District may elect to pay more than \$1,800 per student
- 3 — District may elect to pay up to \$1,800 per student
- 4 — Class size remedies are something other than employee pay



VALUE NUMBER FIVE: WAGE EQUITY

14. Regressive compensation

In an attempt to guarantee that basic education is funded, the state provides a specific salary for enough teachers to have class sizes between 24 and 29 depending on grade and other factors. The state schedule includes built-in automatic pay increases of 1 percent to 3.4 percent for each additional year on the job for the first sixteen years. This guarantees that a sixteenth year teacher will earn at least 40 percent more than when he or she started in the profession.

In the same way, those who meet their professional obligation to receive continuing education also receive pay increases of roughly 2.5 percent for each 15 additional college credits they earn. Those obtaining a Master's Degree receive a larger wage increase. As a result of these two factors, the state-provided teacher salary ranges from \$34,048 to \$64,174.

Although the state has not funded cost of living increases of RCW 28A.400.205 (Initiative 732) in many of the years since its adoption, when these COLAs are funded on a percentage basis, the state compensation schedule telescopes in a regressive way.

An equitable wage arrangement is an important value if the state wants to attract promising young people into the profession. To underpay some educators for doing the same work as better-paid colleagues is not an effective long-term strategy for public education. Additionally, to pay significantly more than necessary for the same work is also an ineffective use of funds.

Despite the regressive factors of the state wage arrangement, some districts choose to further enhance the wages of older teachers by giving them a larger percent raise than is given to younger teachers. Other districts provide TRI or other wage enhancements at a uniform percentage. Some districts have wage enhancement policies which are even more equitable. For example, the Vancouver School District uses a flat pay rate for TRI of \$34 per hour, so all teachers with ten or less years of experience receive a \$4,995 wage enhancement.

In rare cases, such as the Snohomish School District, the district deviates from the state-defined salary schedule to improve the base wage of some teachers and reduce wages of others. The observed cases generally enrich the already-best paid teachers based upon seniority or education. Snohomish, however, employs a nearly random variation from teacher to teacher. At best, this policy is capricious, but at worst union negotiators are selecting those who gain and lose as a result of the collective bargaining process.

REGRESSIVE COMPENSATION SCORING

- 0 — Yes—enhancements or base wage adjustments favor highest-paid teachers
- 1 — No—an equal percentage wage enhancement is applied to all
- 2 — No—some element of the wage enhancement benefits lowest paid teachers



VALUE NUMBER FIVE: **WAGE EQUITY**

15. Longevity bonus

In addition to the rate of wage enhancement for long-time teachers, most districts also give a specified bonus for teachers who have twenty or more years of service. While the cost of such bonuses is typically not large, the merits of this policy in terms of student services are questionable. A bonus would be better used for necessary tasks, or for a having particularly scarce qualities such as being bilingual or holding hard-to-find credentials or experience.

Some districts, such as Kennewick, recognize the value of experienced teachers, but pay long-time teachers extra for assuming some mentoring responsibilities.

LONGEVITY BONUSES SCORING

- 0 — Yes
- 1 — No

16. Extreme inequity

The measure of “extreme inequity” illustrates how wage gaps reach absurd levels. These practices also highlight an ineffective use of public funds as a handful of districts are or soon will be paying one teacher twice as much as another for doing the exact same job. Only two districts so far have crossed the “double pay” threshold, Everett and Auburn. Those districts which will soon pay double the wage include Lake Stevens, Puyallup, Pasco, Tacoma, and Spokane.

EXTREME INEQUITY SCORING

- 0 — Employee can be paid more than double the wage of colleague for same work
- 1 — Employee cannot double the wage of colleague



VALUE NUMBER SIX: **EMPLOYEE CHOICE**

17. Options for fringe benefits

The efficiency of purchasing group rate health insurance has been the justification for employers to provide this benefit. The appeal of including fringe benefits is that the employer can provide something that an employee could not purchase if they were instead given the cash.

While this is likely true in the case of health insurance, some districts saddle their employees with fringe benefits that the employee could purchase at a better rate outside of the group. Even if the rate is competitive, the employee might not purchase these benefits at all if given a choice.

Forcing employees to purchase expensive or unwanted benefits instead of simply giving them the cash has a sinister side. The Washington Education Association has business relationships with providers of various fringe benefits. If the district is yielding to union pressure to drive business to high cost or unwanted providers, then the district is not using funds wisely and is not serving employees well.

HEALTH BENEFIT OPTION SCORING

- 0 — Long term disability, life, vision, or other financial products are mandatory
- 1 — Only health and dental insurance are mandatory, others are employees' choice



VALUE NUMBER SIX: **EMPLOYEE CHOICE**

18. Union security clause

The decision to force employees to pay the Washington Education Association (WEA) for workplace representation in the form of union dues or fees is not the result of state or federal policy, but of school board acquiescence. District directors can decline to agree to provisions which force employees to pay as has been done in a more than a dozen districts including Steilacoom and Davenport. Another thirty small districts have no union or a non-WEA local-only union.

While all of the large districts considered do force at least their younger teachers to pay the union, ten districts had “right to work” for older teachers. These provisions are vestiges of the progression of contract which secures forced fees for the union without ever having teachers vote on imposing fees. These “grandfather clauses” allow those voting on the fee retain the optional, “right to work” provision while imposing it on teachers joining the workforce after the vote date.

In an era when it is getting harder to balance the interests of students with the interests of adult employees, it does not make sense to artificially amplify the voice of the union officials with forced fee provisions. Doing so removes accountability and the obligation to accurately represent employees. One result of less accountability is union demands and stridency which exceeds that of the teachers.

These provisions are also unfair to employees who should have the right to decide whether they approve of the actions and expenses of the union rather than obligating those employees to pay whatever the union officials charge without a choice.

A districts’ ability to make decisions on behalf of students, families and taxpayers is affected by the decision on mandatory or optional union dues. A union voice artificially amplified by required payments will introduce a level of pressure into decision-making which sometimes doesn’t favor the interests of students and taxpayers.

UNION SECURITY PAYMENT SCORING

- 0 — forced fee on all represented
- 1 — grandfathered employee choice
- 2 — all employee choice



VALUE NUMBER SEVEN: **RELIABLE SERVICES FREE OF WORK STOPPAGES**

19. Does contract have a No Strike clause?

Providing education is a paramount duty of the state, and withholding those services from families is disruptive, wrong and illegal. Work stoppages by employees are unequivocally illegal as has been established by many courts and both Republican and Democrat Attorneys General.

Procedures for dealing with work stoppages are often addressed in the collective bargaining agreement. In the case of the Mead School District, the board has agreed to allow strikes. In a number of other districts, provision is made for cancelling school to permit employees to participate in multi-district work stoppage. On the other hand, the Franklin Pierce district has strong language protecting services to students:

“During the life of this Agreement the Association and members of the bargaining unit, as individuals or as a group(s), shall not cause or participate in any strike, or picketing, or any other restriction of work against the District. Employees shall not honor any picket line established at or around any District building. Disciplinary action, including discharge may be taken by the District against employees violating this Article.”

NO STRIKE CLAUSE SCORING

- 1 — Strikes or unscheduled work stoppages are permitted
- 0 — No language to safeguard student services
- 1 — Yes, includes language to prohibit strikes
- 2 — Yes, includes strike prohibition with specified consequences



CONCLUSION

The review collected data and evaluated nineteen variables of teacher union bargaining agreements of the largest 45 school districts serving 677,000 students for the 2013-14 school year. The completed analysis presenting scored items and a letter grade for each district are presented in the attached.

THE KEY FINDINGS INCLUDE:

- A significant share of levy funds are used for unaccountable wage increases
- Local school boards often agree to contracts which reflect interests of employees at the expense of education services
- Local school boards often agree to contracts which reflect the interests of the union negotiators at the expense of teachers—particularly young teachers.
- School contracts reflect a surprisingly limited variety of approaches

RECOMMENDATIONS

Citizens should elect school directors who can be counted on to support those values which families and taxpayers desire to see reflected in their local schools' bargaining agreements.

Leaders of many local schools should enlist public support for new directions in employee bargaining agreements. When beginning the bargaining process, negotiators should be directed to seek specific changes reflecting the values and operational priorities which serve families. Districts with existing language which better reflects those priorities should be emulated.

Lawmakers should limit the scope of local bargaining to protect the values of services to families, employee equity and employee choice.