

*Collective Bargaining in Public Schools:*

***Turning the Focus to Students***



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*Evergreen  
Freedom  
Foundation*



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*This report is available at EFF's website, [www.effwa.org](http://www.effwa.org). For more information, contact EFF at [effwa@effwa.org](mailto:effwa@effwa.org).*

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# EXECUTIVE SUMMARY

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“NEA will become a political power second to no other special interest group....” — *Sam Lambert, 1967, NEA Executive Secretary*

“What I am talking about is the control of admission to the profession, the control of standards of practice.” — *Lambert, 1971*

What happens when one entity becomes the sole determiner of quality, distribution, price, *and* buyer options for an important commodity? What happens when this important commodity is public education and the controlling entity is a union?

In the great debate about how to reform education in Washington state, the overarching influence of the teacher union and the collective bargaining process has been conveniently ignored. Yet, collective bargaining affects every teacher, administrator, parent, student, legislator and taxpayer in our state. The impact of collective bargaining extends from the obvious to the indirect, including issues such as:

- teacher evaluation;
- class size;
- sick leave, work rules, promotion, retirement and grievance procedures;
- the number of hours and minutes worked;
- how many days children will be in the classroom;
- the make-up of local curriculum planning teams and site-based councils;
- the use of volunteers on school campuses;
- how much funding is available to hire teachers within the district.

The majority of education funds in the average school district in Washington state is spent to meet the demands of collectively bargained contracts. Large districts negotiate a dozen or more contracts with employee groups. What is in these contracts and do they facilitate or frustrate the ability to offer each student in our public school system the best possible educational opportunity? Do these contracts enhance or erode the professional preparation and satisfaction of teachers?

This study attempts to answer those questions. We begin by outlining the impact of collective bargaining on various education stakeholders: school board members, administrators, teachers, parents, students, lawmakers, and taxpayers. The fundamental concepts of collective bargaining are discussed. We explain how the nationwide struggle for unionization and collective bargaining gained acceptance in our state’s public schools. Brief sketches of common contractual provisions are provided as well.

The greater portion of the study analyzes a number of contractual provisions that impact the ability of teachers, administrators and school boards to make the best possible choices for students. We make specific recommendations, including:

***Do these contracts  
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professional preparation  
and satisfaction of  
teachers?***

- The adoption of strong management rights clauses that explicitly list the rights reserved to the district.
- Protecting the right of qualified individuals to teach in the state of Washington without being forced to support a union and its policies.
- Providing clear protection for teachers' rights against compulsory support of union politics.
- Limiting the use of *just cause* exclusively to discharge or nonrenewal of tenured teachers.
- Limiting the procedural barriers to effective teacher evaluation.
- Allowing teachers to be considered for retention or transfer based on their skill, experience, and education, rather than simply on seniority.
- Ensuring teachers and other employees have maximum flexibility and cost-effectiveness in their insurance carrier and plan.
- Instituting no-strike clauses with penalties for failure to comply.
- Making class-size decisions based on individual classroom needs, not on a one-size-fits-all plan.
- Eliminating contract provisions that relinquish school board authority over curriculum, education policy, and student discipline.

The current collective bargaining process in our public schools has helped create a hostile environment among parents, teachers, administrators and lawmakers. In addition, the uniform treatment of all personnel required by the collective bargaining process too often saps teachers' creativity and productivity. It unnecessarily hamstrings administrators.

The collective bargaining process must change if it is to remain relevant for public education. And school board members must become as highly skilled in the *key* elements of negotiations as the union officials they face across the bargaining table. When school board members are well informed and properly prepared, collective bargaining has a better chance of being used as a tool to improve employee benefits and working conditions without sacrificing the educational progress of students. To truly reform education, we must insist on a process that will

- untie the hands of teachers, administrators, and school boards to allow the development of quality, innovative educational programs;
- re-establish the right of administrators and school boards to make critical policy decisions;
- restore district accountability and the trust of parents and taxpayers in local communities by providing excellent academic results and making better use of scarce resources;
- provide teachers with a less regulated work environment where innovation and excellence can be rewarded.

The recommendations contained in this publication should be considered as part of the reform efforts that must be implemented in order to deliver quality education opportunities to every student in our public schools.

— *Lynn Harsh*



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### **About the Evergreen Freedom Foundation**

*The Evergreen Freedom Foundation (EFF) is a non-profit, educational research organization based in Washington state. The Foundation's mission is to advance individual liberty, free enterprise and limited and responsible government. EFF staff conduct research and publish analysis and policy alternatives in the areas of state budgets; governance and citizenship; and health, education and welfare reform.*

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*Nothing in this publication should be construed as an attempt to aid or hinder the passage of any legislation.*

# PURPOSE AND METHODOLOGY OF THIS STUDY

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The purpose of this study is to give every education stakeholder an understanding of the issues raised by collective bargaining in our state's public schools and the ability to use that knowledge to improve educational opportunities for students.

This study analyzed collective bargaining contracts between Washington state's 296 public school districts and their certificated employees. Collective bargaining contracts and other relevant information were obtained through public information requests. Of the 296 districts, 30 do not engage in collective bargaining. A few of the remaining districts did not send us their contracts, most often because they were still in the negotiation process. Some did not specify why they have not yet complied. We will pursue the matter, but its resolution will not come in time for this report. Other districts still in the negotiating stage considered their contract close to its final form and sent in a draft copy; these were analyzed using the same method as for other contracts but were marked as drafts.

Each collective bargaining contract was reviewed for specific contract provisions that directly affect student instruction. The language of the contracts was compared with the statutory law, case law, and administrative rulings governing education and collective bargaining in Washington state. Finally, consideration was given to the influence contract provisions have on education policy.

The study begins by addressing challenges raised by the collective bargaining system itself, in the section titled *Impact of Collective Bargaining*. The following section, *Fundamentals of Collective Bargaining*, provides an overview of the law and the collective bargaining process. The bulk of this study, *Recommendations on Contract Language*, addresses solutions to potential conflicts between contract language, the laws regulating collective bargaining, and sound education policy.

Two appendices summarize data on a district-by-district basis. Appendix A lists specific provisions tracked in each district's contract. It also compares benefits, including insurance and leave of absence provisions, for each district. (All districts are required to follow the state allocation provisions for salary schedules, so unions seek to increase compensation for members by negotiating increased remuneration in other ways such as supplemental contracts, professional development days, etc.) Appendix B lists key financial data district by district.

This study was submitted for review to individuals with legal, educational, and administrative expertise in collective bargaining to ensure that it was both accurate and practical.



“We struggle with two competing definitions of public education. The first is that public education is a commitment to specific political bargains, programs, job rights, and bureaucratic oversight. The second is that public education is a commitment to use any means necessary to ensure that every child learns enough to be able to participate fully as a citizen, earner, and parent.”

— *Paul T. Hill, professor at the University of Washington’s Evans School of Public Affairs and senior fellow at the Brookings Institution.*

# THE IMPACT OF COLLECTIVE BARGAINING

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Collective bargaining is not just an abstract legal practice. It is a process that daily affects everyone with an interest in educating children. The emphasis of collective bargaining as a matter principally affecting the relationship between employees and employers obscures its critical, far-reaching influence on the entire education system. The terms of a collective bargaining agreement often control the management of the school district. While collective bargaining can have a positive influence on the operation of the school district, all too often restrictive terms prevent the right teacher with the right training from being in the classroom where he or she is most needed.

The purpose of collective bargaining is generally perceived as a union negotiating with management for the best possible salary and benefits package for its member employees. However, attempts to protect employees often impose significant limits on the decision-making capability of management. The union may also decide it needs to create a hostile environment, since employees would have little need for a union if they believed they could sit across the table from management directly and hash out a deal fair to both sides.

***All too often restrictive terms prevent the right teacher with the right training from being in the classroom where he or she is most needed.***

Interest-based bargaining, a new strategy for approaching education-related negotiations, has been praised by some for reducing tensions between the union and administration, and for fostering teacher professionalism.<sup>1</sup> The idea behind interest-based bargaining is for the parties to begin by identifying common interests, and then find a solution to implement those interests. But is it a collective bargaining panacea?

Whatever its advantages, interest-based bargaining is time consuming.<sup>2</sup> It can involve extensive discussion on implementation of a decision that might otherwise be clearly spelled out in the contract or made by administration as a matter of course. Administrators and school boards must carefully weigh the trade-off of friendlier negotiations against protracted interference with their decision-making authority. The bottom line in any school district decision should be educating students. Where creative, mutually agreeable solutions advance this goal, they are worth the effort. On the other hand, the goal must not become subservient to the process.

That said, interest-based bargaining is certainly worth investigating. Administrators and school board members may find it, or a derivation thereof, better meets their needs.

In the private sector, some people say the collective bargaining process can improve conditions for employees without having a long-term impact on the end product. We will leave this argument to others, but in the public sector, collective bargaining has far broader effects.

## Impact on School Boards

In the case of collective bargaining on behalf of teachers, the management whose discretion is being limited is the elected school board. As a result, a private entity—a labor union—controls essential elements of public school policy, short-circuiting the intended democratic control of public education through elected school board members.

The impact of collective bargaining on the autonomy of school boards goes beyond the obvious. Collective bargaining in education differs radically from all private-sector and virtually all other

public-sector bargaining because of one vital fact: school boards are elected. In the private sector, management may refuse to yield to union demands it believes are unreasonable. In retaliation, the union membership may make the work environment strained, but it has no legal mechanism to threaten management with replacement. Most public sector unions also have limited ability to remove management since they deal with layers of bureaucracy far removed from elected officials. In contrast, the same school board members who vote on the teacher contract could be removed at the next election.

The union's support or opposition can make all the difference in the outcome of an election. A local union that gets involved in politics may be able to select new board members it finds sympathetic, or remind those who are elected of their potential fate should they disagree.

Where binding arbitration is selected as the method of resolving disputes during negotiation, even more serious infringement on school board autonomy results. Binding arbitration means that, when either party declares an "impasse" because they cannot agree on contract terms, a third party is brought in to establish the terms. This takes governance of school district policies and budgets away from the elected boards, and gives it to an unelected, unaccountable, and as far as the general public is concerned, an unknown arbitrator.

An impasse benefits the union since the final terms and conditions will never be less than management's last, best offer.

## Impact on Administration

Although administrators do not face the same direct threat through elections that school board members face, they will find their ability to manage and direct the operation of the school largely determined by the terms of the collective bargaining agreement. The more aggressive local unions can, and do, use pressure tactics and negative media coverage to render an administrator ineffective. During the 1999 negotiations over the Clover Park School District contract, the local union levied a "no confidence" vote against the district's superintendent. The local union president expressed the union's position: "He can change the way he does business, or he can leave."<sup>3</sup>

Shortly after the district signed a contract that the union proudly touted as fulfilling most of its demands, the superintendent took a job elsewhere. Whatever the connection between the two events, the message the WEA wanted to send to other uncooperative superintendents was clear. This is how it lined up the headlines on its website:

- Clover Park schools chief loses vote of confidence 6/17/99 TNT;
- Clover Park schools chief says he won't buckle to union 8/4/99 TNT;
- Clover Park employees win big with new contracts—WEA news release 9/1/99;
- Clover Park schools chief leaving 10/29/99 TNT.<sup>4</sup>

Another union tactic that may be used when collective bargaining goes sour is the threatened or actual filing of unfair labor practice complaints against administrators who do not bow to the union's will. For example, one district faced claims of discrimination when it decided to transfer a ninth grade math teacher from the high school to the middle school, along with the entire ninth grade. The teacher was a union negotiator and he filed a discrimination charge at a critical time: one week before the next school board election.<sup>5</sup>

Too much labor unrest, too many complaints, and eventually a school board looks for another administrator—or the board itself gets replaced.<sup>6</sup> For administrators, the easy choice is to go along with the union, regardless of whether this requires compromising their obligation to uphold the best interests of children and the public.

### ***Fomenting Discontent***

The entire collective bargaining structure would collapse if teachers believed they could be protected from capricious or unjust administrative and legislative policies. Teachers would have no reason to pay hundreds of dollars to the union—an average of \$650 annually—if they believed they would be treated fairly. Therefore, it may be in the union’s interest to create antagonism (or fear) between teachers and administration. For example, many contract provisions, such as clauses requiring administrative support for teacher’s discipline of students or prohibiting reprisals against teachers who file grievances, serve little legal purpose because the law already extensively covers these areas. Even though these clauses are legally unnecessary, union officials count on teachers’ ignorance of legal details, so that the union’s role as “protector” of the employees is reinforced.<sup>7</sup>

***In many instances...  
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Creating antagonism between teachers and administrators may help the union, but it is certainly not in the best interests of teachers or school children. In many instances, instead of working together for education excellence, teachers, unions, and administrators become warring factions with students caught in the crossfire.

## **Impact on Teachers**

Teachers, the supposed beneficiaries of collective bargaining, also suffer negative consequences from a process that too often portrays teachers in an unprofessional light. A professional designation implies one who 1) has received the required special training for a complex field, and 2) accepts responsibility for success in the midst of responding to many factors beyond his or her control.

In contrast, the industrial model of collective bargaining covers employment that primarily requires competent adherence to standard procedures, such as assembling parts or driving trucks. In such situations, where the one-size-fits-all model of collective bargaining is more appropriate, ability to do a job is easily evaluated and established.

Teachers justly call themselves professionals. Teaching is not rote application of rules. Teaching, like law or engineering, requires both knowledge of standard principles and an ability to perceive, innovate, develop, and transmit knowledge to others. The inflexible system created by collective bargaining limits teachers in their freedom to respond to a broad variety of circumstances, and diminishes their ability to gain individual recognition for a job well done.

Collective bargaining can also distract teachers from the very job they signed a contract to do. Union meetings, union issues, negotiations (sometimes strikes) and contract provisions that increase teacher involvement in personnel decisions and workplace concerns require additional, precious time. Teachers do have a vital interest in management and workplace decisions, and they should have meaningful input, but they are hired to teach, not administrate.

Furthermore, while union officials often point out the areas in which they do bring benefits to teachers, they are, naturally enough, less eager to fight for teachers in areas where solving problems might put them (the union) out of business. Union lobbyists, for example, do not argue for increased pay for exceptionally talented teachers, particularly for educators who achieve academic success with students under difficult or out-of-the-ordinary conditions. This could potentially segment the membership—an unhealthy dilemma for a union that needs uniformity to flourish.

Another example is insurance. Although teachers and their families might benefit from more competitive health care plans, union officials often attempt to block this possibility, perhaps because of the hundreds of thousands of dollars in “administrative” fees they receive under the current arrangement.

The reason for the union’s selective silence is understandable. For the union to remain a viable entity, its services must be viewed as indispensable by most teachers. Furthermore, the union must maintain public sympathy, which means there must be some evil remaining for it to fight. It is hard to be too enthusiastic about solving a problem whose solution would put you out of business.

The union does provide valuable resources for teachers in professional development, bargaining expertise, and legal protection. Teachers, however, need information to determine whether it costs them more than it is worth.

## Impact on Students and Parents

In justifying the negative elements of collective bargaining, teachers’ unions claim that whatever is in the best interest of teachers also must be in the best interest of students. The truth is, the collective bargaining process itself often forces dismissal of the interests of students and parents. It is the nature of the beast. Understandably, collective bargaining is employee-oriented. That is the purpose of having a union: to protect the best interests of its members, not the best interests of the district or the children. In a widget factory, this might not be so bad, but children are not widgets.

The late Al Shanker, former president of the American Federation of Teachers, summed it up when he said, “I will begin to care about the quality of children’s education in this country when they start paying union dues.”<sup>8</sup>

Collective bargaining refocuses education policy from identifying, obtaining and administering the necessary ingredients for academic results for students to a process that too often pits teachers and administrators against each other. The consequences for children, their families and society in general are incalculable. As former Seattle Superintendent, John Stanford stated, “We lost our way when we became more interested in the employment of adults than in the education of children.”<sup>9</sup>

***“We lost our way  
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than in the education  
of children.”***

***— John Stanford***

Not only do students and parents have little control over the final product gained through collective bargaining, they have limited opportunity for meaningful input during the process, despite its immense effect on their lives. In one Washington high school, a revised school schedule operated successfully for three years, gaining support among students, parents, administrators, and a majority of teachers. Unfortunately, it violated a contract provision governing allocation of preparation time for teachers. The schedule had to be discontinued because super-majority approval by the teachers was required to continue waiving the contract provision. This discontinuation of the revised schedule left students and parents frustrated about their lack of input in the process.<sup>10</sup>

## Impact on Lawmakers

Collective bargaining limits the ability of lawmakers to implement policy changes, even when the changes could be advantageous to student achievement and teacher satisfaction. Worse still, by attempting to fix what ails our public schools without creating conflicts with the union, well-meaning lawmakers have spent the last twenty years micromanaging the K–12 infrastructure. They have passed regulation upon regulation in hopes of reinvigorating our schools, only to have the effect of frustrating themselves and nearly everyone else in education.

The question crossing the lips of far too many lawmakers when contemplating education policy is “What does the union think?” not, “Is this good for students?” This is because the Washington Education Association is consistently one of the largest lobbying forces during each legislative session, and the union has repeatedly demonstrated its willingness to communicate through strikes and massive election activities aimed at seating or unseating particular lawmakers. Strikes, aggressive union lobbying and sophisticated electioneering encourage lawmakers to pass bills in response to the crisis of the moment, rather than giving deliberate consideration to what is best for *all* parties involved.

***Strikes, aggressive union lobbying, and sophisticated electioneering encourage lawmakers to pass bills in response to the crisis of the moment.***

## Impact on Taxpayers

Collective bargaining in public education impacts taxpayers in two ways. First, they must subsidize the process itself. In all districts that bargain collectively, this includes the cost for the administration’s time spent bargaining. In many districts, union negotiators are released from their teaching duties to bargain without loss of pay, so that both sides are subsidized by the taxpayer. Even more common are provisions subsidizing teachers’ time spent on grievance proceedings or contract administration. Often negotiation costs also include the services of professional negotiators and lawyers. When labor disputes arise, taxpayers pick up the costs for the time spent in court, sometimes for both sides.

In larger districts, the problem multiplies because of the increased number of unions. Many large districts have more than a dozen different unions with which they must negotiate. As more employee groups decide their concerns should be addressed individually, the administrators’ duties related to bargaining become more time-consuming, expensive and frustrating. Adding to the strain are the various employee groups in the same school who find themselves either at odds with one another over contract disputes, or in need of collaborating together to establish a “unified front.” Satisfying these competing interests is very costly for administrators (and school boards) who must constantly juggle and refocus funds, and it is costly for taxpayers who must foot the entire bill.

In addition to paying for the collective bargaining process, taxpayers must pay for the benefits negotiated through collective bargaining. If a private-sector union bargains overly generous benefits for its members, the company will be forced to shut down or lay off employees. Unlike the private sector that must accommodate market forces, school districts have no such moderating influence. This does not mean the financial well is bottomless. Taxpayers voting “no” on levy requests are the closest thing to an immediate and realistic market force in public education. But schools are obligated by law to keep operating, even if unreasonable contract demands force them to cut areas vital for students. And, unlike a private-sector customer, taxpayers must keep supporting public schools even if they are frustrated with performance.

Frustrated taxpayers will often vote down school bonds and levies, but each district faced with a failed levy vote is still bound by collective bargaining contracts, requiring ever-deeper cuts in whatever areas do not place them in violation of their existing collectively bargained contracts. Only after collective bargaining obligations are fulfilled may districts evaluate how allocation of the remaining funds will provide the best educational opportunities for students.

## **Conclusion**

In a short period of time, collective bargaining has become an almost unquestioned part of the education process. But if public education is to have a healthy future, nothing should be left unexamined or taken for granted. The challenges collective bargaining creates for those involved in education require a serious evaluation of the entire bargaining process. Reevaluating the role of collective bargaining will take time. Since collective bargaining will probably continue as a part of education in the near future, the remainder of this study addresses what can be done in the interests of quality education within the existing system. But first, a little history.

# THE HISTORY OF COLLECTIVE BARGAINING IN WASHINGTON'S PUBLIC SCHOOLS

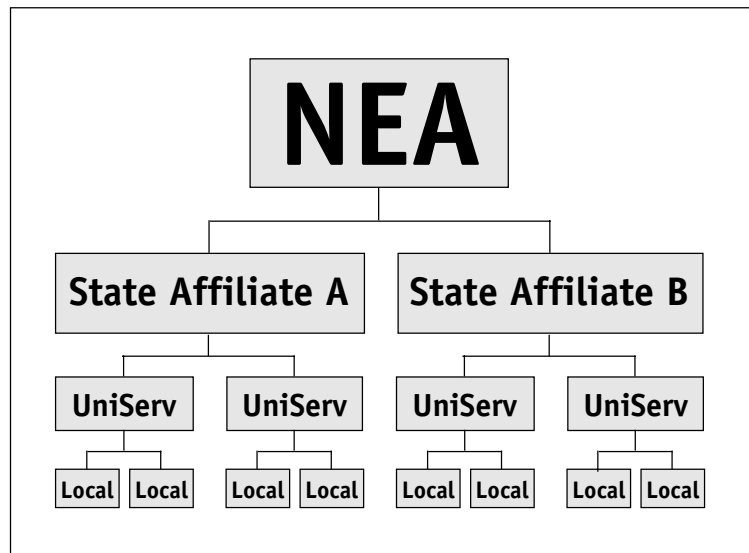
Before the advent of collective bargaining legislation in the early 1960's, employment protection was guaranteed to public school employees through state civil service laws. The first one hundred years of public education provided for the employment needs of teachers and the educational needs of students without a collective representative body for either. Civil servants, particularly principals, superintendents, and other administrators, began forming "professional associations" in the mid-1800s.

## Union Organization at the National Level

The National Education Association (NEA) was founded in 1857 as a professional association for administrators.<sup>1</sup> Although the NEA membership later included mostly teachers, the influence of the administrators initially led the NEA to oppose collective bargaining.

In contrast, the American Federation of Teachers (AFT) supported collective bargaining, modeling itself on unions in the industrial sector. An affiliate, the United Federation of Teachers (UFT), led the way in collective bargaining when, in 1961, it was granted the authority to collectively bargain for New York City teachers. Collective bargaining gained momentum in the early sixties as several states granted authorization for unionization of state employees. The growing acceptance of collective bargaining resulted in the AFT's membership increasing from 60,000 teacher members in 1961 to 300,000 in 1970.<sup>2</sup>

Meanwhile, in the late 1960's and early 1970's, school administrators, principals and superintendents separated from the NEA to form their own "professional associations." Faced with the departure of administrative personnel and the rapidly increasing teacher membership in the AFT, the NEA recognized its need to embrace collective bargaining to remain the largest teacher association in the nation. The NEA entered into this new arena by declaring it supported "professional negotiations" as opposed to "collective bargaining." As it turned out, this was only semantics, since what the NEA affiliates called "professional negotiations" were the same activities undertaken by AFT affiliates as "collective bargaining."<sup>3</sup> Thus, the NEA actively embraced collective bargaining for teachers by the early 1970's and has remained adamant in that position to this day.



## Union Organization at the State Level

The NEA's real strength comes from its state affiliates. In 1889, 124 educators formed the Washington Education Association (WEA). Today, WEA claims 73,000 members. This number includes 56,000 certified K-12 teachers, classified employees, (secretaries, custodians, assistants, bus drivers and other education support personnel), and higher education faculty members. WEA-Retired has about 2,500 members.



In 1965, WEA lobbied the legislature for a negotiation package that resulted in the *Professional Negotiations Act*.<sup>4</sup> WEA officials argued that teachers were concerned about wages, hours, schedules, and the length of the academic year. This act required school boards to “meet, confer and negotiate...” with an employee organization. The first collective bargaining contract negotiated under the *Professional Negotiations Act* was completed in 1968 in Tacoma.<sup>5</sup> The Seattle Teachers Association followed in 1969.<sup>6</sup> In 1967, the legislature passed a collective bargaining law for classified and support staff.<sup>7</sup> The law provided these public education employees with the right to negotiate over “wages, hours and working conditions.”<sup>8</sup>

In 1970, the National Education Association, of which WEA is a state affiliate, initiated a new field staff program now called UniServ. The UniServ program placed a staff person trained by the NEA in

the field for each group of 1,200 union members. A single UniServ contains several local associations from the same geographic area. Along with paid union staff support, most UniServs have local “release time” teachers serving in various leadership positions such as President and Vice President. Release time allows educators to take time away from teaching duties to conduct union business.

The UniServ staff workers assist the local associations in contract administration such as bargaining and grievance resolution, holding workshops for teachers assigned to the bargaining committees and encouraging teacher involvement. UniServ staff aggressively organize the local associations to expand bargaining.

As unions made more and more demands, strikes ensued. School boards contended these demands usurped the board’s authority and responsibility to the students, parents and communities each district served. Boards that refused to yield to union demands found themselves faced with striking teachers. The first K–12 teacher strike in Washington state occurred in Aberdeen on May 10, 1972.

In 1975, the WEA lobbied the *Education Employment Relations Act (EERA)*, which explicitly provided collective bargaining rights for K-12 certified employees, through the legislature. The bill took effect January 1, 1976, only a few months after the legislature had created the Public Employment Relations Commission (PERC). PERC administers most of Washington’s public employee bargaining acts, including the EERA, and provides the initial judicial hearing for most cases arising in public employee labor relations. The duties and responsibilities of PERC are defined later in the study.

Following the passage of EERA, local associations throughout the state entered the bargaining process with detailed collective bargaining proposals, often created from a master template provided by the NEA. This formula continues today.

### **Scope of the EERA**

The primary statute governing collective bargaining for educational employees is the Educational Employment Relations Act (EERA). The EERA governs employees of K-12 public schools who must receive a state-issued certificate to qualify for their jobs, and who are not administrators or confidential assistants to administrators. For the sake of simplicity, this study uses the term “teacher” interchangeably with “certificated employee,” even though other employee groups, such as librarians and counselors, often bargain together with teachers under the provisions of this act.

# FUNDAMENTALS OF COLLECTIVE BARGAINING

For most people, including the average teacher and school board member, collective bargaining appears to be a morass of legal technicalities. Local school boards and administrators, facing complex concepts such as “duty to bargain” and “exclusive representation,” may engage in something called an “unfair labor practice” by unintentionally making one wrong move. The following sections are designed to make the collective bargaining path a little clearer.

## Non-Union Districts

Thirty Washington districts do not bargain collectively. This means employees have no union representative and the district deals directly with employees. School board policies and individual contracts govern the employment relationship.

## Certification of Exclusive Representative

The vast majority of Washington state teachers are represented by a union. The transition from a non-union district to a unionized district begins when a union informs the school district that it wishes to represent a particular group of employees. The school district or the union may then ask the Public Employment Relations Commission (PERC) to determine whether the union has sufficient support to be certified as the exclusive representative of that group, known as a bargaining unit.<sup>1</sup>

PERC conducts an election by secret ballot of the group of employees in question and certifies the union as exclusive representative if it receives a majority of the votes cast. Once the union is designated the exclusive representative, the employer may no longer bargain with its employees directly.

## Bargaining Unit Determination

PERC is responsible for determining which employees should be grouped together as a bargaining unit.<sup>2</sup> A bargaining unit is defined as a group of employees with similar interests such as common duties, skills, or working conditions, among other factors.<sup>3</sup> For example, education associations typically represent certificated employees, including substitute teachers that have worked with the district for a specified period of time. Classified employees would be members of different bargaining units.

The union is obligated to represent all the members of the bargaining unit. In return for representation, each employee within a bargaining unit is generally required to join the union or pay an *agency shop fee*. (See side bar on following page.)

### **Public Employment Relations Commission**

The Public Employment Relations Commission (PERC) was created by statute in 1975. Rather than enforcement of contractual provisions, PERC administers state labor statutes and seeks to facilitate positive labor relations. Although PERC may make non-binding recommendations to aid the bargaining process, it does not determine parties’ rights under their collective bargaining agreement or provide a remedy for breach.

PERC’s responsibilities are generally divided into the following categories: certifying an exclusive bargaining representative; determining a bargaining unit; mediating grievances; ruling on individuals’ rights not to join the union; resolving impasse in contract negotiations; and processing unfair labor practice complaints.

The law provides a process whereby either the employer or the union may petition for clarification or a change of the unit definition.<sup>4</sup>

## Bargaining Process

**Labor:** The union conducts its district-level bargaining through its local education association, which, in turn, receives support from its regional WEA UniServ council. As previously mentioned, UniServ representatives typically provide advice and support to local associations during bargaining.

**Management:** Many school districts hire a professional negotiator to represent their interests in the bargaining process. Although the superintendent, school board president, or other district personnel may be involved at various stages of bargaining, the contract is generally not presented to the school board for consideration until the terms have been thoroughly discussed and most elements of a preliminary agreement have been hammered out.

### **Agency Shop**

Under an agency shop provision, employees who do not wish to join the union are still required to pay a “representational fee.” This requirement is based on the idea that, as part of the bargaining unit, agency fee employees are still benefiting from the collective bargaining agreement and should pay their share for negotiating the agreement.

An agency shop fee and union dues are not the same thing. By law, agency fee payers may be compelled to pay only for union expenses that are essential (or chargeable) union functions such as contract administration, collective bargaining, and grievance adjustment.<sup>1</sup> The union must also provide agency fee payers with an adequate explanation of the basis for the fee (i.e., what expenses are supposedly “chargeable”), a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker, and an escrow account for any amounts that are reasonably in dispute.<sup>2</sup>

1. See *Abood v. Detroit Board of Education*, 431 U.S. 209 (1977)

2. *Chicago Teachers’ Union, Local No. 1 v. Hudson*, 475 U.S. 292 (1986)

## Duty to Bargain

Once a group of teachers has unionized, both the school districts and the union have a duty to bargain collectively under the requirements established in the Educational Employment Relations Act (EERA).<sup>5</sup> However, the scope of that duty is not the same for all subjects of negotiation. Subjects of collective bargaining are classified as mandatory or permissive. The more impact a subject has on terms and conditions of employment, the more likely it is to be classified as mandatory. The more a subject requires management discretion, the more likely it is to be classified as permissive. Some subjects are classified as prohibited and removed from the bargaining table altogether.

*Mandatory subjects* of bargaining are simply those that *must* be bargained. An employer may not make unilateral changes to a mandatory subject without providing the union with notice and an opportunity to bargain on the proposed changes. *Permissive subjects*, on the other hand, *may* be bargained, but the employer would not be subject to an unfair labor practice when making a unilateral change if the contract did not address the subject. (See page 16.) *Prohibited subjects*, even if bargained, would be unenforceable as a matter of law. (See page 16.)

### **Mandatory Subjects of Bargaining**

Under the EERA, both parties have a duty to bargain in good faith in an effort to reach an agreement regarding wages, hours, and the terms and conditions of employment.<sup>6</sup> Even topics that do not clearly fall within these three categories *may* be mandatory subjects of bargaining. When conflict arises over whether a particular subject is mandatory or permissive, PERC decides the issue. In doing so, PERC balances

the relationship of the subject in question to wages, hours, or the conditions of employment against the extent the subject is a management prerogative. Where a subject relates to the conditions of employment *and* is a management prerogative, the question to be answered is which of these characteristics is dominant. Through court battles and PERC proceedings, mandatory subjects of bargaining have been held to include not only salary and length of the work day, but also these subjects:

- payment for after-hours parent conferences;<sup>7</sup>
- leaves;<sup>8</sup>
- insurance benefits;<sup>9</sup>
- school calendar changes;<sup>10</sup>
- discipline, promotions, and seniority preferences;<sup>11</sup>
- just cause for dismissal standards and job security provisions;<sup>12</sup>
- grievance procedures;<sup>13</sup>
- union security provisions;<sup>14</sup>
- employee evaluation criteria and procedures;<sup>15</sup>
- management rights clauses;<sup>16</sup> and
- safety and health rules and standards for employee conduct.<sup>17</sup>

The fact that a particular subject falls within the mandatory category does not mean that the employer must agree to a union's proposal. So long as the employer meets with the bargaining representative and bargains in good faith, the employer is not required to make concessions or agree to any provision that might be detrimental to its academic program.<sup>18</sup> Instead, classification as a mandatory subject of bargaining means that neither party may unilaterally change the provision or the conduct at issue until an impasse is reached.

An employer may make unilateral changes in a mandatory subject of bargaining if the union waives its right to bargain on the subject. According to PERC, a waiver may occur where the language of a collective bargaining agreement gives the employer the right to make changes concerning one or more mandatory subjects while the contract is in effect, without providing the union with notice or the opportunity to bargain.<sup>19</sup> A contractual waiver must be knowingly and clearly made in order to be effective.<sup>20</sup> (Waivers are discussed more fully in the Management Rights section of this study.)

PERC has held that an employer must maintain the *status quo* on mandatory subjects—wages, hours, and working conditions—after a collective bargaining agreement expires. If an employer wishes to make changes, it must notify the union before it makes the changes, and then bargain with the union in good faith.<sup>21</sup> The union will waive its right to bargain a mandatory subject if it has been notified of a proposed change and given the opportunity to bargain, but fails to negotiate the change or communicate its opposition.<sup>22</sup> For example, where a school district is forced to schedule a make-up day and the union has notice of the proposed date, it waives its right to bargain if it makes no objection to the selected make-up day until after the fact.<sup>23</sup>

### ***Impasse***

Impasse exists where, after a reasonable period of good faith negotiation, the parties have reached their final positions but remain at odds over one or more subjects of bargaining.<sup>1</sup>

Once parties are at an impasse, any duty to bargain is temporarily suspended.<sup>2</sup> Parties may seek resolution through a PERC appointed mediator, who will try to help the parties reach a mutually acceptable agreement. If mediation does not produce a settlement the parties may select a fact-finder, who will issue recommendations on terms of settlement. The parties are also free to agree on their own method of impasse resolution.<sup>3</sup>

### **Permissive Subjects of Bargaining**

Management decisions that only remotely affect “personnel matters,” and decisions that are primarily “managerial prerogatives,” are permissive subjects of bargaining.<sup>24</sup> There is no duty to bargain over

***Even if a particular issue is a permissive subject, the employer may be required to bargain if the decision affects wages, hours, or terms and conditions of employment.***

permissive subjects. Some districts, however, surrender their managerial discretion by bargaining in these areas. For example, decisions concerning curriculum and basic educational policy are to be reserved to the employer, and there is no statutory requirement for notice or bargaining.<sup>25</sup>

The educational budget, including allocation of unexpected funds, is another permissive subject.<sup>26</sup> Because permissive subjects have significant impact on school management, districts should protect their responsibility to make educational policy decisions in these areas.

Even if a particular issue is a permissive subject, the employer may be required to bargain if the decision affects wages, hours, or terms and conditions of employment.<sup>27</sup> In

such a case, the employer would have the right to make a unilateral decision, but must give the union an opportunity to bargain over the impact upon timely request.<sup>28</sup> For example, a school district is not required to bargain its decision not to rehire certain certificated employees following a levy failure.<sup>29</sup> However, the district will probably be required to negotiate how layoffs are to take place.<sup>30</sup>

The employer or the union may initiate negotiations of a permissive subject, but the other party is not obligated to bargain to impasse on the subject. In fact, it is an unfair labor practice for either party to bargain a permissive subject to the point of impasse.<sup>31</sup>

Once the collective bargaining agreement expires, employers are not required, to maintain the *status quo* on an employment practice that is a permissive subject of bargaining.<sup>32</sup> Rather, contractual provisions addressing permissive subjects expire with the contract that contains them. Significantly, if a contract contains a waiver of a mandatory subject, that waiver is itself a permissive subject.<sup>33</sup> For example, if a contract contained a clause that waived the union’s right to bargain over the school calendar, that waiver would only be good for as long as the contract remained in effect. Once the contract expired, the district would again have to bargain any changes in the school calendar, unless it was able to negotiate a similar provision in the next contract.

### **Prohibited Subjects of Bargaining**

Prohibited, or illegal, subjects of bargaining are “those matters which neither the employer nor the union have the authority to negotiate, because agreement would contravene applicable statutes or court decisions.”<sup>34</sup> A party should not even propose that a prohibited subject be included in the contract.<sup>35</sup> PERC may order a party who has advanced a prohibited proposal to withdraw its proposal and to post notice that it will not make any further prohibited proposals.<sup>36</sup>

Few topics have been expressly prohibited from the collective bargaining process. One example of a prohibited provision is negotiation of a salary schedule that exceeds the amount authorized by the legislature.<sup>37</sup> (This is why “creative” methods are used to enhance salaries, such as supplemental contracts for more than 90 percent of Washington state teachers.) Another prohibited subject of bargaining involves contributions from the employer to the union, such as school district funding of a members’ attendance at union functions without union reimbursement.<sup>38</sup> This type of financial arrangement is illegal. A union shop or closed shop agreement, in which every employee in the

bargaining unit *must* join the union, would also be a prohibited subject of bargaining.<sup>39</sup> However, an agency shop, in which every employee in the bargaining unit must financially support the union even if not a member, is permissible.

## Grievance

A grievance is usually defined as a misinterpretation or misapplication of contractual provisions or school district policy. This definition may be diminished or enlarged by the parties' collective bargaining agreement. Some contracts define "grievance" broadly enough to include any dispute or disagreement, while others limit the term to violations or misapplications of contractual provisions.

The process by which grievances are aired and resolved differs by contract. Typically, a contract provides for an employee, group of employees, or union to furnish written notice of their grievance to the employer. The employer is required to respond within a given time frame. The grievant may appeal to another level of the employer's hierarchical structure if the response is not satisfactory. The grievance procedure may allow more than one appeal on a particular issue.

If the grievance is not resolved within the employer's authority structure, the parties may submit their dispute to third-party mediation or arbitration. A specific mediation or arbitration procedure is often included in the terms of the collective bargaining agreement.

### **Mediation**

Mediation is the process that permits the employer and grievant to present the facts of their position to a neutral third party. In mediation, the suggestions of the third-party mediator are not binding. Rather, the mediator's role is to facilitate communication between the parties in order to resolve their dispute.

### **Binding Arbitration**

Unlike recommendations from a mediator, an arbitrator's decisions generally are binding upon the employer and the union.<sup>40</sup> Arbitration produces a binding settlement of the dispute instead of facilitating further discussion between the parties. An arbitrator may also provide an appropriate remedy, if a contractual violation has occurred.<sup>41</sup>

## Unfair Labor Practices

An employee, union, or employer who believes another party has engaged in an unfair labor practice may file a complaint with the Public Employment Relations Commission (PERC).<sup>42</sup> If the facts as alleged in the complaint constitute an unfair labor practice, the case will be referred to a PERC examiner for a hearing.<sup>43</sup>

### **Unfair Labor Practices by Employer**

It is an unfair labor practice for employers to interfere with employees' rights to form a union, to join or refuse to join a union, or to bargain collectively. The employer may not encourage or discourage union membership by discrimination in hiring, granting of tenure, or employment conditions. It is standard practice to require employees to pay union dues or agency fees as a condition of employment, although requiring membership itself is forbidden.<sup>44</sup>

Employers may not interfere with the creation or management of a labor union. This includes contributing financially to the union,<sup>45</sup> even indirectly such as by paying for leave to attend union activities. A union and district are allowed to negotiate district payment for union leave as a part of their collective bargaining agreement.<sup>46</sup> Even if openly negotiated, the activities paid for by the employer should be

limited to those involving that particular employer, and the union should reimburse the employer.<sup>47</sup> PERC may find a technical violation even where it merely appears the district has made an illegal contribution.<sup>48</sup> Therefore, a contract that provides leave for union activities should clearly state how the union will reimburse the district.

It is also an unfair labor practice for an employer to discriminate against an employee because he has filed charges against the district or given testimony under the Educational Employment Relations Act.<sup>49</sup> Where an employee can show that his involvement in protected activity was a motivating factor in his termination, the employer must then prove that the employee would have been terminated regardless of his activities.<sup>50</sup>

***A contract that provides leave for union activities should clearly state how the union will reimburse the district.***

### ***Unfair Labor Practices by Union***

Like the employer, the union may not interfere with employees exercising their rights to unionize or bargain collectively. Unions may, however, establish membership rules. In addition, a union may not restrain or coerce an employer in the employer's selection of its representatives

for collective bargaining or grievance procedures.<sup>51</sup>

Further, a union may not cause or attempt to cause an employer to discriminate against an employee because of union membership or non-membership.<sup>52</sup>

### ***Joint Obligations***

It is an unfair labor practice for either party to refuse to bargain collectively.<sup>53</sup> The duty to bargain in good faith requires both the employer and any exclusive representative to submit a written statement of any proposed language changes to the collective bargaining agreement, with a written or oral explanation of the proposal. Both the district and the union must also submit at least one written response to the opposing side's proposal.

Following the initial proposal and response, the parties' duties vary depending on whether the subject of the proposal is a mandatory or permissive subject of bargaining. If a union proposal addresses a permissive subject the district may assert in writing that the subject is permissive. The district is required to receive proposals on the permissive subject, but is not required to make proposals in response after it objects. Although the district cannot demand that the proposal be removed from the bargaining table until a legal impasse is reached, it does not have to agree to negotiate or discuss the subject.<sup>54</sup>

## **Common Contractual Provisions**

Almost all collective bargaining agreements contain particular standard contract clauses, as well as language addressing unique circumstances of each district and its employees. Standard clauses usually cover at least the following subjects (Detailed descriptions of some of the terms are contained in upcoming sections):

- **Union Recognition:** Contracts commonly recognize an exclusive bargaining representative and describe the representative unit.
- **Union Security:** Generally, contracts contain an *agency shop* provision, requiring all members of the bargaining unit to pay dues

or an agency fee to the union. The districts' obligation to deduct dues or agency fees on behalf of the union will often be referenced in this clause.

- **No Strike:** Some contracts contain provisions prohibiting or limiting teacher strikes and providing remedies for any violation.
- **Management Rights:** Most contracts guarantee certain rights to the school district, such as control over establishment of educational policies and goals.
- **Association Rights:** Association rights clauses spell out the local union's right to use school facilities or equipment. Many contracts also provide teachers with leave for union business or release time for union officials.
- **Workday/Length of Academic Year:** In addition to stating the length of teachers' workday and academic year, these sections often provide for supplemental workdays.
- **Salary:** District salary provisions are tied to the state salary schedule, which is based on teachers' seniority and degree of educational training. The district may not spend more on teacher salaries in basic education than is provided through the state schedule, but districts typically increase compensation through separate contracts for additional time or activities. For example, districts often provide extra pay for a number of "supplemental days" outside the normal school year. Districts may also provide teachers with extra leave or paid professional training.
- **Conditions of Employment:** Contracts typically contain clauses that define employment conditions including hours of preparation time, condition of school facilities, and other matters of general employee concern.
- **Leave and Fringe Benefits:** Leave and benefits clauses will cover insurance benefits and various types of emergency and professional leave and may also contain association leave for union members.
- **Grievance Procedures:** These sections specify how grievances are processed within the employer's hierarchical structure. The parties may also contractually select a mediation or arbitration procedure for unresolved grievances.
- **Employee Evaluation:** These sections lay out the procedures and criteria for evaluating employee job performance. They may also discuss probation, non-renewal of employment contracts, evaluation files, and other related topics.
- **Just Cause:** Contracts may provide that discipline or discharge is permitted only for *just cause*. This places procedural requirements on a district's decision to discipline or discharge a teacher.



- **Voluntary and Involuntary Transfer:** The basis for the voluntary or involuntary transfer of a teacher may be specified by contract. These clauses will establish the terms for transfer such as seniority and notice requirements, and specify circumstances under which a transfer may occur.
- **Assignment and Reassignment of Duties:** These clauses provide the criteria and procedure for teacher assignment and reassignment. Such clauses generally provide reassigned teachers release time to prepare for their new assignments.
- **Layoff and Recall Procedures:** Layoff or reduction in force provisions usually call for employees to be selected according to the date of hire, with the last employee hired as the first to be laid off. Under contractual recall procedures, employees who are laid off are generally placed in a recall pool and given preference in later hiring decisions.
- **Vacancies:** A vacancy clause specifies procedures for announcement and filling of vacancies.
- **Academic Freedom:** Contracts may guarantee academic freedom to teachers. Some contracts also specifically address teachers' introduction of a controversial topic and may reserve to the district the right to review the introduction of such topics.
- **Curriculum Selection:** Curriculum provisions specify who will select the district's curriculum, what selection criteria will be used, and how the selection may be challenged.
- **Class Size:** When contracts address class size, they define the size of classes allowed and may also provide for additional preparation, classroom staff, or compensation for classes that exceed the contractually defined standard.

# RECOMMENDATIONS FOR CONTRACT LANGUAGE

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The remainder of this report takes a close look at contract language in specific areas. The goal of the following sections is to provide those negotiating and approving collective bargaining contracts with the understanding necessary to negotiate contracts that work for school districts, teachers, and students.

A collective bargaining contract is just that: a legally binding contract. It should clearly state the rights and responsibilities of the parties involved. It is not a treatise on broad-based policy issues, nor should it contain vague goals or clauses intended to have no real effect. Every word and phrase should be examined carefully, remembering that it must stand up under the scrutiny of an independent arbitrator or judge.

The ultimate goal of school board members, administrators and their representatives must be to ensure that students are provided the best possible educational opportunities. To accomplish this, they must preserve necessary authority while adequately supporting employees. The union's interest is to ensure that employees' wages and hours are protected from arbitrary changes and that the terms and conditions of employment will enable the employees to work effectively. An effective contract will attempt to protect the respective interests of both parties, while allowing the district to achieve the ultimate goal of excellent education. It is always better to err on the side of providing and protecting excellent academic opportunities for students.

Changes in contract language must come about through the collective bargaining process. Because the process requires give and take from both sides, a school board wishing to remove a contract provision should carefully weigh the benefits and consequences of bringing up the subject. The trade-offs the union might demand for giving up its control in one area might be worse than the original situation. A school board's efforts may need to be concentrated on those areas most detrimental to the education process, with others allowed to slide. The best course is prevention—an informed school board can guard against inserting detrimental contract language far more easily than it can get it removed.

The contracts in this study were analyzed with the following criteria, which can be applied to any contract provision:

- Does the contract provision accurately reflect the applicable law? If the law allows flexibility, does any variation in the contract remain within the range allowed by law?
- Does the contract provision improve or hinder student learning by any modifications it makes to the rights and responsibilities of the parties?
- Does the contract provision prevent the school board from fulfilling its statutory responsibilities to the public, teachers, administrators, and students?
- Does the provision safeguard the individual rights of teachers as well as the rights of the Association?
- Does the provision support flexibility in seeking educational solutions and accountability for educational results?

# MANAGEMENT RIGHTS

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## Summary

School boards and administrators negotiate management rights clauses in their collective bargaining contracts so that they can have the discretion necessary to manage the district. Most existing clauses are worded too vaguely to accomplish this objective. Only clauses that specifically reserve control to the administration in a concrete area will succeed.

## Analysis

### *The obligation to bargain*

The school board has the ultimate responsibility for the education and safety of students. State law empowers the board to fulfill this responsibility by granting it control over the supervision and operation of the district.<sup>1</sup> In exercising its powers, the board is accountable both to the state and to the voters to ensure efficient and effective school operation. This responsibility is hampered too often by the risk of committing an unfair labor practice when school boards make changes in policy. Careless wording in collective bargaining contracts increases this danger.

The school district's ability to change policy is limited by its obligation to bargain on all mandatory subjects of bargaining, including the "terms and conditions of employment."<sup>2</sup> If a particular subject is not covered in the collective bargaining contract, the existing conditions are, in effect, incorporated into the agreement. This rule requires the school district to maintain existing "conditions of employment," even if the district has never negotiated on those subjects before.<sup>3</sup> A board could have both the need to change a policy and the power to change that policy, but still be required to bargain over the change if it affects the conditions of employment.

The requirement to bargain on "conditions of employment" has surprising breadth. Public employers have been liable for an unfair labor practice by actions such as these:

- banning smoking inside an unventilated workplace,<sup>4</sup>
- changing work schedules within pre-authorized limits,<sup>5</sup>
- making promotions without posting notices of job openings,<sup>6</sup>
- requiring surnames to appear on ID badges,<sup>7</sup> or
- changing student enrollment procedures to require more involvement by instructors.<sup>8</sup>

As previously noted, if a decision on a subject of bargaining that is merely permissive impacts wages, hours, or terms and conditions of employment, the effects of that decision must be bargained as well.<sup>9</sup>

Contracts which include permissive subjects of bargaining increase the district's obligation to bargain. If an issue is already subject to the collective bargaining agreement, any proposed change in it during the contract period would have to be collectively bargained, even though the area was a permissive subject of bargaining.

### ***Contract provisions that expand the obligation to bargain***

Going beyond the requirements and intent of the law, some school districts have explicitly granted the union input on all major decisions. An example of this follows:

The Board shall consult with the Association on any new or modified fiscal, budgetary or levy programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.<sup>10</sup>

Another clause that may broaden the district's obligation to bargain is the "maintenance of standards" clause. Sometimes such a clause explicitly states the district's obligation to bargain on a particular issue, or at least engage in the next step down, "meet and confer":

The duties of any employee and the responsibilities of any position in the bargaining unit will not be substantially altered without an administrator meeting and conferring with the Association and the affected employee.<sup>11</sup>

This type of language, with hard-to-define terms such as "substantially," may severely hamper a district's ability to quickly adjust or be flexible to student needs or legislative mandates.

### ***Ineffective attempts to retain management discretion***

A school district may seek to retain or regain management control for specific policy changes by getting the union to waive its right to bargain. A specific statement that the district has discretion in a particular area is an effective waiver. Where the union has waived its right to bargain, the board can modify its policies on that issue without reopening bargaining. These waivers require precisely crafted language stating the areas that remain within the board's discretion.

Most districts negotiate generic management rights clauses, often closely following the statutory language of RCW 41.59.930.<sup>12</sup> These general management rights clauses are not effective as waivers.<sup>13</sup> A typical management rights clause reads:

Except as specifically provided herein, nothing in this Agreement shall be construed to interfere with the responsibilities and rights of the District as specified by the federal and state law and provisions of the Act.<sup>14</sup>

Another clause that is of little assistance when management needs to change an existing policy is the so-called "zipper clause." Zipper clauses purport to eliminate any requirement to bargain on subjects not covered in the agreement, but vague language such as this has little value:

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each party voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.<sup>15</sup>

Both of the clauses above are too vague to preserve management rights. When management makes a unilateral change, PERC has found that such clauses do not show that the union has waived its right to bargain on a specific matter.<sup>16</sup> If PERC believes that a waiver was not knowingly made, it will hold that the parties are required to bargain.<sup>17</sup>

Another way districts jeopardize the effectiveness of their management rights clause is through a “maintenance of standards” clause. These clauses usually read as follows:

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or otherwise detract from current wages, hours, terms or conditions of employment under existing rules, regulations, policies, resolutions or practices of the district in effect prior to the effective date of this agreement.<sup>18</sup>

PERC found that the duty to bargain was not waived in a contract that had a clause similar to that above, and a purported waiver of bargaining in the management rights clause.<sup>19</sup> Bargaining is the standard practice in labor relations. Where two clauses are unclear, PERC is more likely to interpret the contract in favor of a duty to bargain.

### ***Requirements of an effective management rights clause***

A management rights clause must contain clear language reserving to the board discretion over the specific areas the board seeks to preserve within its sole authority. Some contracts preface detailed reservations with generic language. These provisions do not effectively waive the right to collective bargaining over the areas listed. For example:

The Association recognizes that the Board has the responsibility for formulation and implementation of policies and rules governing the education programs and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement, and any occurring shall be void and without effect.

Without limiting the generality of the foregoing, it is expressly recognized that the Board’s operational and managerial responsibility includes, subject to the terms and conditions of this Agreement... (followed by specific areas of board responsibility)<sup>20</sup>

To be effective as a waiver, the management rights clause must do more than acknowledge the district’s “responsibility.” The clause should explicitly grant the board the right to make changes in a specific area without providing the union notice or opportunity to bargain.<sup>21</sup> Otherwise, the district will still be obligated to bargain its decision, regardless of its managerial responsibility over the subject matter.

***A carefully worded management rights clause allows a district to make necessary policy changes without being forced to resort to collective bargaining in order to implement those changes.***

Each school district must preserve its rights to create and change policy to effectively fulfill its statutory duties and obligations to the public it serves. Management rights are a mandatory subject of bargaining, so the district can insist that a management rights clause is included in the contract.<sup>22</sup>

Districts need to take careful stock of the possible effect contractual phrases may have on their ability to fulfill their responsibilities. A carefully worded management rights clause allows a district to make necessary policy changes without being forced to resort to collective bargaining in order to

implement those changes. On the other hand, generic or contradictory language generates unnecessary confusion and/or grants the union an inappropriate level of control over the administration of the school district.

## Recommendation

### ***School districts should adopt strong management rights clauses that explicitly list the rights reserved to the district.***

The best way for a district to avoid an unfair labor practice charge over a policy change is to explicitly reserve the right to make policy in that area by means of a carefully worded management rights clause. The clause must both state that the district management has sole discretion to make policy in the area, and specifically describe the area of policy reserved. Where the contract specifically states management's right to take a particular action, the action will not be considered an unfair labor practice.

Following is a sample management rights clause with explicit reservations of rights. Not all of the clauses suggested may be appropriate in all districts, and legal advice should always be sought before making a contract proposal:

Except as otherwise specified by the provisions of this Agreement, the Board retains the exclusive right and power to manage the District, to direct its employees and to delegate, to the extent allowed by law, said right and power to management personnel, including the customary and usual rights, powers, and functions, and authority of management vested in the District by law. Such rights shall continue to vest in the District and be exercised thereby without prior negotiation with any bargaining representative. These rights shall include by way of illustration and not by way of limitation, the right:

1. To manage and administer the school system, its properties and facilities and to direct its administrators, teachers, and other employees in the execution of their duties;
2. To make such operating changes as deemed advisable for the efficient, effective operation of the District;
3. To determine the size, composition, and direction of its working staff;
4. To control the use of all facilities and equipment;
5. To direct the work force and schedule working hours;
6. To hire, classify, evaluate, promote, retain, transfer, assign and reassign employees in positions and work functions and establish, modify or change work schedules or standards;
7. To suspend, non-renew, discharge, demote, or take disciplinary action against employees;
8. To deal with all phases of school location, use, design, feasibility, need, cost, control, and determination;
9. To prepare, allocate, and prioritize the District budget;
10. To develop and adopt curriculum and educational programs;
11. To determine standards of behavior, discipline, and order of students in the schools, and procedures for enforcement of such rules;
12. To determine the means and personnel for conducting school district operations and functions efficiently therein;
13. To utilize technology; and
14. To release employees for lack of work.

All matters not specifically and expressly covered or treated by the language of this Agreement are retained as management rights and may be administered by the District in accordance with such policy or procedure as the Board of Directors may from time to time determine.<sup>23</sup>

Districts may want to consider reserving their authority over class size; leave;<sup>24</sup> processing of parental concerns; specifications for services, supplies, and equipment; and health and safety policies as well.

# EXCLUSIVE REPRESENTATION

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## Summary

Washington state law requires districts to bargain only with the approved union. However, state law does not grant that union the exclusive right to use school property or assist teachers on non-labor issues. Contracts that grant the union these rights limit the options of teachers.

## Analysis

*Exclusive representation* requires that all terms and conditions of employment, including wages and hours for individual teachers, be determined only through the collective bargaining process with the exclusive representative. A union becomes the exclusive representative of a group of employees when approved by the majority of the employees voting. After that point, the school district may not bargain with individuals directly or with other unions.

### ***Selection of an exclusive representative***

The Public Employee Relations Commission (PERC) oversees the election of an exclusive representative. A union that wants to become exclusive representative must bring a petition to PERC showing that thirty percent of the employees in the appropriate bargaining unit support the union. PERC then holds an election among the employees by secret ballot, either through the mail or on site. If the union receives majority approval from those voting, it is certified by PERC as the exclusive representative.

### ***Decertification***

Employees can decide to make alterations in their collective bargaining process such as operating without a union. This is called decertification. To decertify, or to change their exclusive representation, thirty percent of the employees represented by the bargaining unit must petition PERC for another election. When a collective bargaining agreement is already in effect, these changes can only be made in a window between 90 and 60 days prior to the expiration of the agreement. PERC then holds another election, at which the decision of the majority of those voting prevails.

### ***Expansion of exclusive rights through contracts***

Virtually all collective bargaining agreements recognize the local union as the exclusive bargaining representative. Most contain a promise not to recognize any other union during the term of the agreement.

Some contracts include a clause excluding minority associations from any right granted to the union. These clauses go beyond the statutory requirements for *exclusive representation*. The rights granted to the union often include using school property, meeting with teachers at school, and providing in-service training. Thus, if teachers use any district property, such as e-mail or Internet accounts, to learn about another teacher organization, or if districts implement professional training through another association, the district may have violated this agreement.

The right of a union to be the exclusive representative of employees for bargaining is governed by state law. Any movement to change that status must carefully follow the law. In contrast, other rights of the union are expressly granted by individual district contracts, and should be carefully examined to see if they have a negative impact on the rights of individual teachers or the discretion of the district.



## **Recommendation**

*In matters not related to collective bargaining, school districts should ensure that contract provisions permit participation by professional education organizations other than the exclusive representative. This is especially important in the area of teacher training or professional development.*

# AGENCY SHOP

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## Summary

Agency shop agreements place school districts in the role of a collection agent for the union by taking union-designated fees directly from employee paychecks and sending the money to the association. This arrangement, although common and legal, is not necessary. Because it potentially infringes on individual teachers' rights, school districts should be careful to consider their potential liabilities for mistakes.

## Analysis

### *Requirements of an agency shop*

Most school districts have an *agency shop* arrangement in their collective bargaining contract. An *agency shop* requires all employees represented by a particular union either to join the union or to pay a fee for their representation. Union officials send school district paymasters a deduction schedule for each employee—itemized to the penny. Before employees ever hold a paycheck in their hands, the district has deducted these itemized fees and sent them to the union. This financial structure is great for the union, but not so good for teachers and school districts.

Union fees result in a large bite out of teachers' paychecks. For example, in the 97–98 school year, Shoreline teachers paid \$698 in annual union fees—regardless of whether the teachers supported the union. Fees since then have increased.

Teachers who decide not to join the union, but are required to pay for union activities, are called “agency fee payers.” Agency fee payers may have philosophical objections to union membership or disagreements with specific actions of the union. The rationale offered for this arrangement is since all employees benefit from the collective bargaining of the union, all employees should pay for it. But this situation only exists as a result of *exclusive representation*, which gives employees no other options. They are forced to be represented by the union whether or not they agree with the union's actions in bargaining, in professional development, or in politics.

Once districts have agreed to an agency shop provision, the districts are obligated under state statute to deduct both union dues and agency fees from its certificated employees.<sup>1</sup> Many contracts clearly state the district's duty:

In accordance with the provisions of the RCW 41.59.060, the District will withhold Association, UniSERV, WEA, and NEA dues required for members in the Association, UniSERV, WEA, and NEA, provided signed authorization slips by each member requesting such dues deductions have been presented to the District by the Association indicating the date the deduction is scheduled to begin.<sup>2</sup>

### **Definitions**

**Agency Shop:** An agreement between the school district and the union under which all employees represented by the union must support it.

**Agency Fee Payer:** An employee represented by a union who objects to union membership. Although not required to be a union member, an agency fee payer must continue to pay for the union.

**Non-Agency Shop:** A district in which employees are not obligated to support the union.

If an employee does not sign an authorization form for dues to be deducted, an *agency shop* clause in the collective bargaining contract requires the district to deduct the same amount as union dues from his or her paycheck and send it to the union.<sup>3</sup> It is the classic situation of being between a rock and a hard place. Some contracts explain this clearly:

In the event that any bargaining unit member has not provided to the District a signed authorization slip, as referred to in Section 2.1, the District shall deduct monthly from the salary of such bargaining unit member a representation fee in the amount equal to the membership dues as listed in Section 2.1.<sup>4</sup>

An agency fee payer can cease paying for some union activities, such as lobbying and politics. However, that requires further steps on the part of the agency fee payer, which are detailed in the Employee Rights section.

### ***Districts without an agency shop***

Although Washington state allows an *agency shop* to exist, *agency shops* are not required. The collective bargaining contract may free teachers to choose whether or not they join the union. With a *non-agency shop*, the district deducts dues only from people who voluntarily join the union. In fact, several Washington school districts have contract language that does not mandate union membership or paying equivalent fees:

The Association shall have the right to automatic payroll deduction of membership dues and fees for employees as authorized by the employee....All employees who are members of the Association shall remain members unless they opt to withdraw from membership during the last two weeks of August of any future school year.<sup>5</sup>

Districts should seriously consider whether a *non-agency shop* agreement like this is a possibility. Like any compelled association, *agency shop* agreements create resentment among those compelled to pay against their will. The district's role as dues collector increases the problem, leaving a teacher who disagrees with the union in a position where both his employer and his "representative" are against him.

***Although Washington state allows an agency shop to exist, agency shops are not required.***

Despite the problems of *agency shop*, these agreements apply to most teachers in the state. Those districts with an agency shop need to be aware of the impact these arrangements have on individual teachers and the liability the district may incur through making inappropriate deductions. Potential areas of liability include deductions made for political purposes without employee consent and deductions made in disregard of teacher's rights under an *agency shop* agreement.

### ***Deductions for political action committees***

A difficult question for districts in administering deductions is whether they are obligated to make deductions for union-affiliated political action committees (PACs). Districts generally deduct to such entities as WEA-PAC and NEA-PAC at the same time they make deductions for standard dues. The general deduction statute only requires deductions for fees and dues required for membership.<sup>6</sup> The WEA cannot make PAC contributions a condition of membership or employment.<sup>7</sup>

Another statute requires districts, if at least ten percent of employees authorize a particular deduction, to make that deduction for those who authorize it.<sup>8</sup> Since WEA-PAC enrollment is above

ten percent in a number of districts, these districts are obligated to make the WEA-PAC deductions for those who authorize the deduction.<sup>9</sup> Oddly, this specific provision applies only to K–12 certificated employees. Other public employees may not use public property to make contributions to political committees.<sup>10</sup>

School districts may be violating other statutes by making deductions for political committees. Washington law prohibits the use of public facilities to directly or indirectly assist a campaign.<sup>11</sup> The statutory definition of “facilities” includes office equipment or staff time, which must be used by the school district to make a PAC withholding. A similar law in Florida was found to prohibit payroll deductions to union PACs.<sup>12</sup> As of this writing, the matter has not been litigated in Washington state.

The best solution to the school districts’ dilemma may be legislative. The legislature may wish to clarify state statutes on whether school districts may be required, or even permitted, to use public resources to make political deductions for political action committees. Other public employers do not have to administer political deductions; other political committees do not benefit from automatic payroll deductions from public employees. No reason exists to give WEA-PAC and NEA-PAC a special dispensation to use public facilities for collecting donations. Education association PACs should cover their own costs for acquiring political contributions, as other political entities do.

***Like other political entities, education association PACs should cover their own costs for acquiring political contributions.***

School districts should also be aware that if WEA-PAC or NEA-PAC enrollment is below ten percent, or if they do not have the resources to administer the deduction, they are not obligated to make political deductions from employee’s paychecks.<sup>13</sup> Where either of these scenarios exists, districts should consider including clauses in their contracts clarifying that they are not obligated to make the political deductions.

## **Recommendations**

***Legislators may wish to reconsider the wisdom of requiring school districts to enforce membership in a private entity such as a labor union.***

Current state law requires school districts to make deductions from teachers’ paychecks for their union dues. This places the school district in the role of a collection agency for a private entity. The conflicts this creates with the school district’s primary mission of education, and the legal complications this causes for school districts, might best be resolved by removing this obligation altogether.

***School districts should not rely solely on indemnification for protection from liability in making fee deductions.***

Indemnification is an agreement whereby one person promises to pay for another person’s liability. By administering payroll deductions on behalf of the union, the district is exposing itself to potential liability. If the wrong amount of dues is deducted, or the wrong use is made of the dues, the district could be sued. Some, but by no means all, districts negotiate a clause in which the union promises to indemnify the district for suits arising out of the deduction process. This means that the union, who

tells the district how to make the deduction and receives the money from it, is held financially responsible for mistakes. An example of an indemnification clause is:

The Association agrees to refund to the District any amounts paid to it in error. The District shall then reimburse the employee any sums deducted in excess of the total amount due to the Association.

The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision.<sup>14</sup>

Courts in other parts of the country have found indemnification clauses like this invalid because they considered employees' constitutional rights so important that the districts could not escape liability by an agreement with the union.<sup>15</sup> However, the law governing Washington state allows indemnification clauses.<sup>16</sup> The United States Supreme Court has not yet addressed the issue, but the difference in lower court opinions means that districts should not rely solely on an indemnification clause to protect them from liability if an error is made in paycheck deductions. Instead, districts should undertake affirmative measures to ensure that employee rights are protected. The section on employee rights contains some suggestions.

***Collective bargaining agreements should preserve employees' freedom to choose whether or not to support the union through a non-agency shop clause.***

Districts should consider the option of allowing individual teachers to choose whether or not to support the union, instead of compelling all employees to contribute to an entity with which they may disagree. (Teachers' rights regarding union membership as opposed to mere monetary support are discussed more fully in the Employee Rights section of this study.) If a district does negotiate such a *non-agency shop* clause, it should ensure that it clearly addresses the obligations of the employee. An effective clause could state:

An employee may authorize deduction of membership dues from his paycheck by sending written authorization to the Association and to the District. Upon receiving written authorization from a certificated employee, the District shall deduct from the salary of that employee and transmit to the Association such dues as are necessary for membership in the Association. Nothing in this clause shall be interpreted to require any certificated employee to grant such authorization or to allow any deduction to be made from his or her salary to the Association without the employee's express written consent authorizing the deduction.<sup>17</sup>

A second clause should also clearly state when and how a current member may opt out of the union. Further, the clause should not unduly limit the time frame within which a member may withdraw:

Any employee who has previously provided an authorization for deduction of dues may revoke that authorization, effective the following September 1, by sending written notice to the Association and to the District office at any time. Such notice shall continue in effect from year to year unless the employee gives written authorization for deduction of dues.<sup>18</sup>

One district with an *agency shop* provision allows teachers who are agency fee payers to elect payment of their representation fee to a charity instead of to the union. Although state statute provides such an

option only for employees who have a religious objection to joining the union, this collective bargaining agreement extends the charitable contribution option to other non-members:

Any bargaining unit member who has a representation fee exacted against his or her salary...may elect in writing that such fee be a donation to any charitable organization so designated by the bargaining unit member.<sup>19</sup>

***Agency shop agreements should protect employee rights.***

If an *agency shop* provision is included in the contract, both the employer and the union should ensure that it reflects current law, including the individual employee's rights provided by statute and guaranteed under the United States and state constitutions. The next section addresses this area in detail.

# EMPLOYEE RIGHTS

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## Summary

Because of the danger that employees will be compelled to support unions against their will, both federal and state laws grant employees significant rights to guard against overreaching by the union. Many collective bargaining contracts fail to acknowledge these rights or to give employees adequate notice of them. School districts should ensure that collective bargaining agreements protect employees' rights.

## Analysis

### *Statutory and constitutional protections for public employees*

Washington state public employees have rights stemming from both federal and state constitutional law and from state statutes. Under the United States Constitution, agency fee payers—employees who

elect not to belong to the union—cannot be compelled to pay for the political activities of the union, although they can be compelled to pay for essential union activities: contract administration, grievance administration, and collective bargaining.<sup>1</sup>

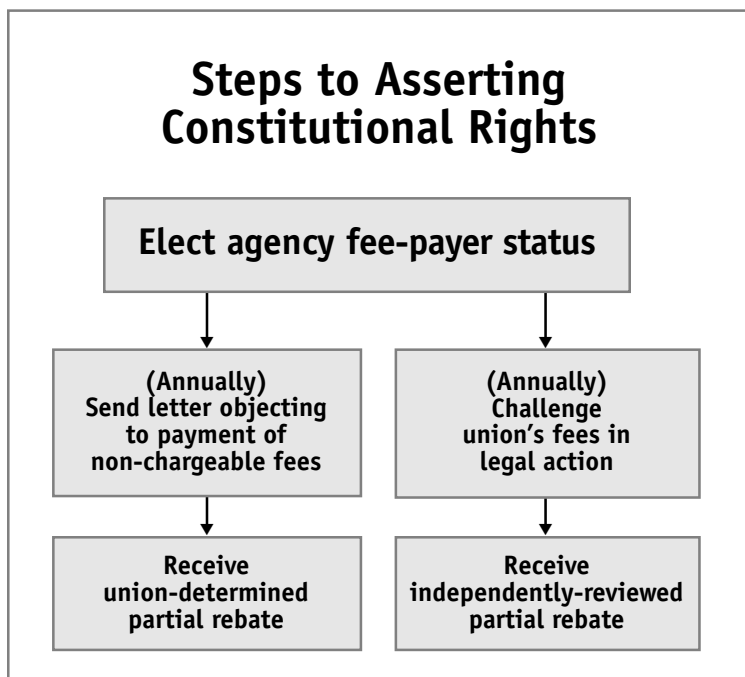
The union must inform agency fee payers that they can be charged only for essential union activities. Non-essential union expenditures, such as lobbying or political expenses, are not chargeable to agency fee payers. The union must also give agency fee payers supporting data for the items it designated as chargeable and non-chargeable.<sup>2</sup>

This means that an agency fee payer must go through multiple steps to

cease paying for lobbying, political campaigning, and other non-essential expenditures. After leaving the union, they must additionally object to paying for non-essential activities. This objection must be given in a letter within the time and format specified by the union.

If the employee disagrees with the union's determination of what expenditures are chargeable, the United States Supreme Court has ruled that the union must provide a reasonably prompt hearing before an impartial decision-maker.<sup>3</sup> Since unions have usually interpreted this to mean a union-selected arbitrator, the Supreme Court has further clarified that employees may avoid arbitration and bring their challenge directly to court. Either way, it means the headache of a full-blown legal challenge for the employee.

Under Washington's Constitution and statutes, teachers whose religious convictions preclude union membership need not pay any dues or fees to the union.<sup>4</sup> Instead, they must pay an amount equivalent



to union dues to a nonreligious charity or to a charity agreed on by both the individual and the union. The religious convictions may be the tenet of a religious organization to which the teacher belongs, or they may be sincerely held personal beliefs.<sup>5</sup>

### ***Failure of contracts to protect employee rights***

Even though state and federal law requires union security clauses to protect the rights of agency fee payers and religious objectors, a few contracts fail to mention that anything other than full membership is an option. For example:

The Association and its affiliates (WEA and NEA) shall have the right of automatic payroll deduction of membership dues, assessments and fees for employees. The District shall provide for dues deductions, assessment, and fees through automatic payroll authorization.<sup>6</sup>

Most contracts make some reference to employee rights, but do so in a manner that leaves employees without any real notice of their rights. This is an example of some common wording:

No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political (PULSE or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.<sup>7</sup>

The preceding clause is flawed in several respects. First, it implies that PAC contributions are a required part of dues, when they are actually a voluntary amount contributed above membership dues. It implies that agency fee payers must pay the full amount of dues. In reality, agency fee payers do not have to pay for any political or other non-essential expenditures of the union. In a 1998 settlement, the percentage of dues which agency fee payers could be charged was set at sixty percent for the NEA portion of dues and eighty percent for some local associations.<sup>8</sup> Although this translates into savings of over a hundred dollars, employees are not given notice that they may object to the amount of the representational fee. More important, it means agency fee payers have no notice of their Constitutional right not to pay for political or lobbying activities they oppose.

Second, the clause fails to inform employees how to become an agency fee payer. An employee who wants to become an agency fee payer must first figure out the union's requirements for withdrawing from union membership before the employee can withdraw. Some contracts provide instructions on how to leave

***Most contracts make some reference to employee rights, but do so in a manner that leaves employees without any real notice of their rights.***



the union, but do so in a way that limits, rather than assists, employees in exercising their rights, by providing a narrow window in which they must act:

...authorization shall continue in effect from year to year unless a request of revocation is submitted to the Superintendent and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect.<sup>9</sup>

Third, the earlier *agency shop* clause does not inform individuals of their right to object to union membership for religious reasons. Contracts with a clear statement that religious objectors are protected often simultaneously limit the rights of employees. For example, the contract may require religious objections to be asserted within a few days of employment, allow the union to retain the employee's money while the religious objector status is being determined, or even attempt to give the union sole authority to determine the validity of a religious objection. Some religious objection clauses also contradict the state statute by giving the union the right to select the charity or the responsibility for forwarding the dues to the charity. The state statute guaranteeing the right of religious objection provides that the charity should be mutually agreed upon and that the individual is responsible for sending the money to the charity.<sup>10</sup>

## Recommendation

***School districts should ensure that fee deduction clauses clearly provide protection for teachers' rights.***

A well-constructed clause on dues deduction should have several elements. First, it should explain the fee deduction arrangement between the district and the union in clear terms. Second, it should inform teachers of their rights and the legal basis for those rights. Third, it should protect teachers' rights against arbitrary changes.

1. **Association Dues.** An employee may send a written notice to the Association and the District, authorizing his dues to the Association to be deducted from his salary. After receiving the authorization, the District shall deduct from the salary of that employee and transmit to the Association the dues and fees necessary for membership in the Association.

Any employee who has already authorized deduction of dues may revoke that authorization at any time, effective the following September 1, by sending written notice to the District office and Association. Unless revoked, the authorization shall remain in effect from year to year.

2. **Representation Fees.** The Constitution of the United States and laws of the state of Washington require that no member of the bargaining unit be compelled to join the Association or support its political activities. Those members of the bargaining unit who are not Association members will be required to pay a representation fee to the Association as agency fee payers. The Association will inform the district of the amount of the representation fee, which shall not include contributions to a political committee or political education. The District will deduct the

representation fee from the salary of each employee who does not have a written authorization in effect.

Each year, within thirty days after the start of school, the Association shall provide to each agency fee payer the information required by the case of *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986).<sup>11</sup> Such information shall 1) notify agency fee payers of their Constitutional right not to support the politics and other non-essential functions of the union; 2) provide documentation for the Association's determination of the amounts it charges to objecting agency fee payers; 3) inform agency fee payers of the process by which they may object to use of their fees on nonchargeable activities; and 4) instruct agency fee payers that they may challenge the Association's determination of which expenses are chargeable, either through the Association's arbitration process or through independent legal action.

Employees who object to supporting the nonchargeable activities of the Association shall receive a rebate from the Association for the amount of the representation fee which was not chargeable to objecting agency fee payers under decisions of the United States Supreme Court and other applicable law.

- 3. Religious Objectors.** As required by state law, RCW 41.59.100, nothing in this agreement will infringe on the rights of employees who have a religious objection to supporting the Association. The religious objection of the employee may be based on his or her personal religious convictions or the tenets of a religious body of which he or she is a member. Any employee with a bona fide religious objection may assert it by sending a letter stating his or her objection to the District and the Association and notifying them of the non-religious charity to which he or she will send the dues. The District shall cease deducting the dues, beginning the school year following receipt of the letter, or immediately if the letter is received within thirty days of employment. The employee shall provide written verification that he or she has sent the equivalent of the dues to the non-religious charity. If the Association disputes the genuineness of the religious objection or the selection of the charity, the District shall hold the dues in escrow until the Association and employee reach an agreement or the matter is decided by PERC.

Another step which should be considered by districts is one already taken by the Seattle School District: requiring the Association to send a copy of its "Hudson Packet," designed to inform agency fee payers of their constitutional rights, to all new employees. This provides employees not only notice of their rights, but also enough information about the finances of the union to make a timely, well-informed decision on whether or not to exercise their rights to non-membership.

# JUST CAUSE

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## Summary

State law protects tenured teachers from being removed without adequate procedure. Most collective bargaining contracts expand this to require complex procedures for the discipline or discharge of any teacher. Procedural requirements should be carefully evaluated to ensure that they do not shield incompetent teachers, while protecting good teachers from unfair dismissal.

## Analysis

### *Scope of just cause under law*

*Just cause* limits an employer's power over its employees in two contexts: discipline and discharge. These two contexts are governed by different legal rules. *Just cause* requirements for discharge are based in the United States Constitution and the state laws granting tenure. *Just cause* for discipline, although developed by analogy to the other *just cause*, is a matter of contract and is interpreted according to labor law.

The requirement of *just cause* for discharge means that an employer must keep employing a person unless the employer follows specific procedures to discharge that employee. This rule results from a Supreme Court holding that if the government gives a person the right to continue in

***Just cause places firing the employee in the same category with fining the employee or seizing the employee's boat.***

a job, that employee's right to his or her job is a kind of property right.<sup>1</sup> If a government job is "property," then under the Fifth Amendment to the Constitution, the government cannot take it away without "due process of law." This places firing the employee in the same category with fining the employee or seizing the employee's boat. Similar procedural requirements apply.

The *just cause* standard does not apply to all government jobs. It applies only if the government has granted the employee the property right to continue in the job. The employee could be granted this right by a statement that he or she has "tenure," or statements that the employee may be fired only with "just cause," "*sufficient cause*," "due process," etc. This property right may be created in a statute or by contract. State statute grants certificated employees a property right in their jobs by requiring districts to rehire teachers who have worked for a certain number of years.<sup>2</sup>

Washington state's *just cause* rules provide different standards for discharge in different situations. "Provisional employees," who have worked only two years as a teacher or only a year in the district, may be let go at the end of their contract with minimal procedural requirements.<sup>3</sup> Teachers convicted of a felony against children must be discharged immediately.<sup>4</sup> In addition, a teacher may be discharged immediately if the district can show an unremediable problem that materially affects his or her performance or "lacks any positive educational aspect or legitimate professional purpose."<sup>5</sup> Teacher misconduct, such as sexually offensive comments to students, would be one example of an unremediable problem.<sup>6</sup> Even a teacher's physical disability may qualify, if it materially affects his or her performance and poses a threat to students' safety and welfare.<sup>7</sup>

### **Removal of an incompetent teacher**

The real challenge for districts is removing incompetent teachers from the classroom when none of the above situations apply. State statute mandates that districts rehire teachers who have worked with the district for more than two years, unless the district can show *sufficient cause* not to rehire them.

Building a case for *sufficient cause* first requires that the administrator who does the teacher's annual evaluation note the problem. (See section on teacher evaluation for more detail.) The administrator must then notify the teacher in writing that the teacher's performance is unsatisfactory, and place him or her on probation for sixty days, giving the teacher a plan for improvement. During the probation period, the administrator must observe the teacher at work twice a month and write evaluations.

If the probationary period ends without improvement, the district must notify the teacher by May 15 that his or her contract will not be renewed. Following the notice, the teacher may request a hearing within ten days to contest the non-renewal. In the hearing, the district bears the burden of proof before a hearing officer that its decision not to renew the teacher's contract was justified, and that it followed proper procedure. The teacher may appeal an adverse decision all the way to the Washington Supreme Court. Furthermore, if the teacher prevails on appeal, the district may be required to rehire the teacher and pay damages for lost wages. The district may be required to pay attorney's fees and court costs, as well.<sup>8</sup>

The entire process is full of pitfalls for districts attempting to discharge a teacher. For example, if a probationary teacher gets sick, or if the school's calendar changes, the hearing examiner may determine that the teacher did not have time to improve in the designated sixty days. Failure to properly follow evaluation procedures or to conduct each evaluation on time could also prevent nonrenewal. Another error the district might make is not providing sufficient training, mentors, or advice.<sup>9</sup> The teacher could also bring a claim against the district, alleging defamation or emotional distress, depending on the circumstances.

Removing a tenured teacher requires an average of two years for most districts, and costs between \$20,000 and \$50,000, excluding the cost of any court appeals.<sup>10</sup> Some nonrenewals require much more in time and money. The Tukwila school district attempted to remove one teacher for poor teaching. After eight years, two firings, and \$250,000 the teacher finally resigned. The ultimate reason for his resignation was allegations of misconduct, not because he was proved incompetent.<sup>11</sup> Good or bad teaching is difficult to quantify and almost impossible to prove in a legal setting because the ultimate decisionmaker never observes the teacher in action.

Given the difficulties of nonrenewal and the fact that the principal's own conduct will be scrutinized in a nonrenewal hearing, principals are rarely willing to attempt to remove all but the worst teachers. For the marginal teachers, it is easier to let issues slide—meaning that a later administrator who attempts to remove the teacher will have to argue incompetence against years of positive evaluations. Principals sometimes avoid the problem by trading a satisfactory evaluation for a promise from the teacher to look for another job, moving the problem of the incompetent teacher to another principal and other students.<sup>12</sup>

**Removing a tenured teacher requires an average of two years for most districts, and costs between \$20,000 and \$50,000, excluding the cost of any court appeals.**

### ***Contract expansion of just cause***

Collective bargaining contracts add more layers of procedure to the statutory process, usually making *just cause* apply even to probationary employees, instead of limiting it to tenured teachers. These contract provisions do not allow a probationary employee to gain reinstatement if the school board decides not to renew his or her contract.<sup>13</sup> Contract provisions can impose specific procedures on that decision which, in turn, are subject to grievance and external arbitration if violated.<sup>14</sup> The arbitrator may penalize the district for violating the procedures, but may not reinstate the teacher.

Further, contracts generally extend *just cause* to teacher discipline, not just discharge and nonrenewal. When *just cause* is extended to discipline, the contract itself generally provides procedures for a hearing, representation, etc., for any disciplinary action:

No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee, and, when requested by the employee, to the Association in writing.

At the request of the employee, he/she shall be provided a reasonable opportunity to have a representative of the Association present at the initiation of disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such representation present.<sup>15</sup>

Arbitrators judging grievance claims over teacher discipline or discharge have developed a set of standards to determine when *just cause* is met by employers making disciplinary decisions:

1. Did the [employer] give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the [employer's] rule or managerial order reasonably related to the orderly, efficient, and safe operation of the [employer's] business?
3. Did the company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the [employer's] investigation conducted fairly and objectively?
5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the company applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the company in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the company?<sup>16</sup>

A "no" answer to any of these questions will normally result in a decision by the arbitrator that the employer did not have *just cause* for the teacher disciplinary action.<sup>17</sup>

## Recommendations

***Collective bargaining contracts should limit the use of just cause exclusively to discharge or nonrenewal of established employees.***

The state statutes limit the extent of *just cause* for a good reason: a school district needs time to evaluate a teacher's capabilities before giving him or her an automatic right to continue in the classroom. Teacher discipline is also difficult to analyze at a distance. By making teacher discipline subject to the grievance procedure, districts potentially subject disciplinary decisions to outside review. Arbitrators do not observe the teacher in the classroom, and their involvement in a disciplinary setting may serve only to antagonize the parties.

School districts should not expand the rights of *just cause* provisions beyond the statutory standard. Expanding the *just cause* provisions by contract limits the school districts' ability to remove unqualified teachers from the classroom. Instead, districts should clearly state their intention to use the probationary period:

During the first two years of employment with the District, or one year if the employee has previously been employed in a certificated position for at least two years in a Washington state school district, an employee shall be a provisional employee. Provisional employees are employed on an "at will" basis and may be terminated pursuant to RCW 28A.405.220.

It is vital that districts use the first year or two of employment to carefully evaluate a teacher's ability to do the job, while it is still possible for an incompetent teacher to be removed with minimal procedural difficulties. The short statutory period, however, makes the decision difficult, since the decision to pursue removal of a teacher must be made only a few months after the teacher has begun working in a new district. Administrators may not have time to determine whether a struggling new teacher simply needs time to "learn the ropes." It would be a shame for a potentially excellent teacher to be discharged simply because the district, limited by the state tenure law, felt it did not have time to give the teacher guidance and a second chance.

***School boards should ensure that evaluators and administrators know and follow the appropriate standards for discipline and discharge.***

*Just cause* involves a fairly elaborate set of procedures to provide teachers with notice of potential problems, an opportunity to respond, and an opportunity to be heard. If evaluators, administrators, or the school board miss any one of the required steps, they usually find themselves unable to discipline or discharge the teacher. Further, the school district may become subject to arbitration or litigation. Therefore, boards should ensure that both they and all administrators involved in discipline, evaluation, and contract renewal understand and precisely follow the procedures as they are outlined in the contract and applicable statutes.

# TEACHER EVALUATION

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## Summary

Administrators are required to evaluate teachers annually, which gives teachers an opportunity for feedback and protects them against arbitrary termination decisions. In addition to the procedural protections already in place, many contracts allow teachers to file a grievance over their evaluation. Increasing the procedural barriers to teacher evaluation does nothing to improve student learning or teacher proficiency.

## Analysis

### *Standards of evaluation*

Each school board is responsible to “insure that the optimum learning atmosphere of the classroom is maintained.”<sup>1</sup> Teacher evaluations are a tool to help fulfill this responsibility in two ways. The evaluations guide individual teachers in professional development, and they provide the primary means for the district to build a case of *sufficient cause* for nonrenewal against the teacher.

The basic evaluation procedure requires the principal, or an evaluator the principal selects, to observe the teacher in the classroom at least twice a year and write an evaluation. State law provides seven areas for evaluation, which the Superintendent of Public Instruction (OSPI) has elaborated by regulation.

1. **Instructional skill.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.
2. **Classroom management.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
3. **Professional preparation and scholarship.** The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.
4. **Effort toward improvement when needed.** The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.
5. **The handling of student discipline and attendant problems.** The certificated classroom teacher demonstrates the ability to manage the noninstructional, human dynamics in the educational setting.
6. **Interest in teaching pupils.** The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual’s unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.

7. **Knowledge of subject matter.** The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).<sup>2</sup>

Districts may set stricter or more detailed standards, but may not fall below the requirements established by the OSPI. Where a district establishes its own standards, the standards should be clear, objective, and specific so that both teachers and evaluators understand what is expected. Objective evaluation standards should judge a teacher's effectiveness based on issues of proven importance and not the latest educational trend.<sup>3</sup>

### ***Procedures for probation***

The statute and regulations provide procedural protections for teachers, allowing them the opportunity to receive the written evaluation including a program for improvement and the right to attach his or her own comments.

If a teacher is found unsatisfactory in an area, he or she may be placed on a sixty-day probation, which provides an opportunity to improve. During that time, the teacher will be evaluated at least twice a month. The probationary teacher may be required to get additional training or to work with a mentor. If the teacher does not sufficiently improve during the probationary period, the superintendent can make a determination that *sufficient cause* exists for nonrenewal. There are circumstances that warrant immediate discharge without an opportunity for improvement, such as a finding of inappropriate physical conduct with a student.

Districts must be careful to follow the established evaluation procedures. Teachers need to be given notice of unsatisfactory performance and an opportunity to correct the problems—that is why the statutory protections exist. If the teacher does not improve, the school district's failure to follow correct procedures could well prevent a district from showing *sufficient cause* to terminate a teacher's employment.

***Adding grievance rights to the process means outside arbitrators may make the final decision on a teacher's evaluation, rather than the district personnel.***

### ***Addition of grievance procedures***

Some contracts make the evaluation process subject to the grievance procedures established in the parties' collective bargaining agreement. A grievance is a process by which the teacher or the union brings a complaint against the district. Grievance usually begins with the complaint being heard through the district's internal management structure: principal, superintendent, and finally school board. However, it often ends with binding arbitration, where a third party is brought in to impose a final decision on the parties.

When the grievance procedure applies to the evaluation process, an additional layer of procedure is added to complicate the already difficult process of teacher evaluation and removal. The teacher already has a statutory right to respond during the evaluation process and due process rights in case of nonrenewal. Adding grievance rights to the process means outside arbitrators may make the final decision on a teacher's evaluation, rather than the district personnel who have greater direct knowledge of that teacher's abilities or shortcomings.



## Recommendation

### ***School boards should limit procedural barriers to effective teacher evaluation.***

Districts should not add to the contract procedures, such as the grievance process that could thwart the purposes of evaluation. For example, districts should not require all observation periods to be previously arranged with the teacher. Prearranged observation prevents an evaluator from observing the normal teaching conditions, whereas flexibility in evaluation scheduling means that the evaluator may use impromptu visits to gain a more accurate picture of teaching ability.

Another clause with potential problems is one granting teachers time to demonstrate improvement before receiving an unsatisfactory rating. The purpose of probationary status is to allow teachers time to improve. Incompetent teaching must have consequences, even if only a negative evaluation.

Grievance procedures should not apply to teacher evaluation. The teacher evaluation process already adequately protects teachers' rights. A simple clause excluding grievance can be inserted in the evaluation section:

The provisions of Article [X] of this Agreement relating to grievances shall not be applicable to the contents of teacher evaluations under this Article.<sup>4</sup>

# SENIORITY PAY

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## Summary

Seniority pay is the practice of granting pay increases solely on the basis of longevity and education level. Simply put, seniority pay rewards time on the job. Both seniority pay and the use of seniority to determine staff allocation prevent districts from making the best use of staff and of money.

## Analysis

Combined with stringent standards for teacher discipline and discharge, seniority pay removes virtually all incentive for a teacher to be creative and to achieve. The teacher receives no monetary reward for doing well, nor consequences for doing poorly. Seniority pay supports mediocrity. Teachers who strive to excel out of concern for their students face the discouragement of watching unmotivated colleagues advancing at exactly the same rate.

### *Seniority pay and the state salary schedule*

State law, in large part, enforces seniority-based salary schedules. The Washington state Constitution declares that “It is the paramount duty of the state to make ample provision for the education of all children residing within its borders. . . .”<sup>1</sup> In 1977, the Washington Supreme Court found that the state had failed to provide an adequate level of funding for education.<sup>2</sup> The court ruled that the legislature must define basic education, and fully fund that level of education. In response to this decision, the legislature adopted the Basic Education Act of 1977.<sup>3</sup>

The Basic Education Act began the process of standardizing education funding across the state. One of the elements of the act was the establishment of a statewide salary allocation model. The state established a base salary for a teacher with a BA and no years of teaching experience, and then provides a standard increase formula for each year of experience and for additional advanced education. Each district informs the state of the number of teachers it has at each step in the state’s salary schedule. The state uses the information as one factor in its calculation of how much money to send to each district. (Other factors in the funding equation include the staff-to-student ratio and the size of the district.)

School districts are required to create a salary schedule for all teachers.<sup>4</sup> State statute sets limits on the district’s schedule: teachers cannot be paid less than state-established minimums, and basic education employees<sup>5</sup> as a whole cannot be paid more than the amount the state provides. Over the last few decades, the state has attempted to bring all districts into compliance with the salary allocations, but some districts still have noncompliant schedules.<sup>6</sup> Although the state allocation leaves each district with a little leeway in allocating the money, flexibility is fairly limited; most districts simply follow the state schedule.

### *Consequences of the seniority-based salary schedule*

Because of the state allocation model, a teacher in Okanogan County, which has a median community income of \$26,074, makes exactly the same income as a teacher with the same education and experience in Snohomish County, with a vastly higher cost of living and a median income of \$45,651.<sup>7</sup> School districts have little flexibility to accommodate different situations in different districts. When teacher salaries fall behind in one area, all salaries across the state must be raised, even if that may be unwarranted in some districts.

Seniority pay schedules hinder districts in attracting teachers with expertise in more difficult disciplines. If a degree in physical education entitles a teacher to just as much pay as a degree in an advanced science, no incentive exists to procure degrees in the more difficult studies. Those individuals who already have degrees in technical subjects are more likely to seek employment that will give them financial recognition for their abilities and achievements.

Seniority pay schedules further limit districts to considering only experience as a public school teacher; other experience of equal or greater value for the teacher's work assignment provides no benefit. A

***Although seniority may be one factor, other considerations such as skill in the area of assignment, compatibility with others, or ability to handle increased stress may be more important.***

teacher's prior work may lead to a deeper knowledge and experience in a given subject and enable the teacher to impart his or her knowledge to others more effectively than the same time spent teaching an unrelated subject. However, seniority pay scales provide no process for acknowledging outside experience, even if that experience is teaching. A teacher with twenty years of experience in a private school would start at the same pay level as a teacher with no experience at all.

The salary schedule creates other unexpected consequences. School districts and teachers enter into supplemental contracts for work beyond the standard contract, whether for particular activities, such as coaching, or for working extra days beyond the school year. Payments for supplemental contracts are often tied to the salary

schedule, even though these are paid for out of funds the district must raise independently of state funds. Thus, if the legislature decides to raise the salary of beginning teachers, it is also increasing the burden on districts in matters unrelated to basic education. It may be wise for districts to anticipate this difficulty and not tie supplemental pay to the salary schedule.

The worst consequence of the state salary schedule is that all districts in the state must conform to the schedule, limiting each district's ability to experiment with alternative methods of allocating its resources. Washington's seniority pay scale limits districts' options. Currently, districts may not consider tying pay to teacher or student performance to improve education at their schools. Legislators should consider modifying the state's funding structure to allow districts flexibility in salary payments.

### ***Use of seniority for staff allocation***

Seniority also arises as an issue when districts lay off or transfer employees. Virtually all contracts require seniority to be considered as one factor in the process, and some make it the sole consideration. State law does not require districts to consider seniority,<sup>8</sup> but the district must follow its own policies or contracts, and those usually make seniority relevant.

Some contracts designate seniority as the primary factor, without regard to what kind of experience is needed to continue the educational program:

#### **Seniority placement shall be as follows:**

Initial ranking on the District's seniority list shall be by the total years of certificated experience in the profession. Each full year (90 days or more) of regularly contracted, certificated experience in and out of Washington state shall be counted equally.<sup>9</sup>

A contract may include seniority as a subsidiary factor, to be considered after factors more closely related to the district's educational responsibilities are reviewed:

In considering and determining whether or not a certificated employee should be retained to fill a particular position or should be given notice of probable cause or causes for non-renewal of his/her contract under the procedures provided above, the following factors shall be considered:

1. Past performance as indicated by the annual evaluation report of such certificated employee.
2. Academic preparation for such position or similar positions; and
3. Experience in such position or similar position.

If two or more certificated employees are deemed equally qualified to handle a position under the three (3) criteria listed above, determination of the teacher to be retained shall be based upon time of service in the public schools of Washington.<sup>10</sup>

In the private sector, where an employer must succeed to survive, managers must respond to budget cuts by determining which staff members are best equipped to handle the workload under the constraints. Although seniority may be one factor, other considerations such as skill in the area of assignment, compatibility with others, or ability to handle increased stress may be more important. Seniority-based policies make the school district look to time clocked rather than the educational needs of students.

When seniority is made the primary consideration for transfer to new positions within the district, administrators trying to fill the position have limited discretion to determine what teacher is best qualified. Instead of being able to consider talent, outside experience, and flexibility, districts must simply accept the most senior employee who is interested in the position.

### ***Pitfalls in existing seniority clauses***

Reduction policies contain other problems. Many collective bargaining contracts still contain language that makes racial and ethnic backgrounds a principal consideration for retention:

The District shall continue to maintain its affirmative action commitment to employ employees of racial and ethnic background minorities. When an employee reduction in force is necessary, minorities shall be affected as follows:

1. If the layoff of employees can be accomplished according to procedures in this Article without lowering the current percentages of minorities within the bargaining unit, the standard procedures shall apply and this special provision shall not be used.
2. If the layoff of employees cannot be accomplished according to procedures in this Article without lowering the current percentage of minorities within the bargaining unit, the number of minority employees within the underrepresented group shall be reduced only to the extent of the percentage of minorities existing in that group before the layoff.
3. Layoff within the underrepresented groups shall take place on the basis of seniority.<sup>11</sup>

This provision violates Initiative 200's prohibition on "grant[ing] preferential treatment to...any individual or group on the basis of race...ethnicity, or national origin in the operation of public

employment.”<sup>12</sup> Racial classifications in hiring and lay-off procedures also violate the United States Supreme Court’s decision in *Wygant v. Jackson Board of Education*.<sup>13</sup> Districts need to be certain that any measures taken to develop a diverse teaching staff are in compliance with state and federal law.

Some local unions negotiate for the union leadership to have super-seniority, with rights exceeding those of all other members of the bargaining unit:

The president, president-elect, and three (3) negotiators of the Association, as designated on or before February 15 for the year during which this procedure is to be implemented for the purposes of retention, will be placed ahead of the most senior Employee in the District.<sup>14</sup>

Under such a clause, union leaders will not be subject to the same reduction in force policies as the other teachers in their district, even if they have fewer years of experience. This benefits union leadership at the expense of all other employees.

Although seniority provides a simple standard for making decisions on pay, transfers, or reduction in force, it should not outweigh considerations more closely tied to effective education. Overly broad seniority provisions may interfere with the school board and administration’s obligation to manage their district effectively. Where districts are not bound by law to follow seniority, they should avoid contract provisions that make seniority a primary consideration.

***If seniority is added as a consideration, the contract should clearly state that it will be considered only when all other factors are equal.***

## **Recommendations**

***If seniority is used at all in the assignment or dismissal of personnel, it should be a secondary consideration.***

The school district’s primary goal in work force reduction or in assignment transfers must be the same as in all decisions it makes: to ensure quality education for students. Therefore, districts must retain the right to primarily consider staff needs in each department, teacher performance, and experience and education in necessary subject matters.

If *reduction-in-force policies* are included in the contract, the district must clearly state its right to consider all issues necessary to make an appropriate determination:

In considering whether an employee will be retained when a reduction in force is necessary, the District shall be entitled to consider all relevant factors to ensure the maximum effectiveness of the District’s education program. Such factors may include, but shall not be limited to:

1. The district’s educational program
2. The staffing needs in each department and building of the district
3. The employee’s performance and skills, including past evaluations; and
4. The employee’s education and experience in the position for which he or she would be retained.<sup>15</sup>

If seniority is added as a consideration, the contract should clearly state that it will be considered only when all other factors are equal.

***School districts should remove language allowing race or ethnic background as a consideration in reduction in force.***

School districts should take the next available opportunity to remove language from contracts that could open them up to liability for preferential treatment based on race.

# INSURANCE BENEFITS

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## Summary

In the 1997–98 school year, districts statewide spent over \$1 billion dollars on employee benefits and payroll taxes—more than any other budget category except salaries. State law requires districts to seek competitive bids on almost all major purchases and projects.<sup>1</sup> Yet, no such requirement applies to employee benefits. Districts have no obligation to look for ways to provide better coverage for employees, and the current system often makes it difficult to do so. Health care costs have been unstable for some time and the insurance marketplace has suffered the loss of many providers. But, for districts willing to make the effort, several options exist.

## Analysis

Insurance benefits are a part of the “wages” the employer must bargain with the union. The dollar amount a district can spend on insurance benefits is tied to the state’s contribution for insurance. If the average amount the district pays out per employee is more than the state contributes, the excess benefits must be counted as salary. The total amount a district can pay in salaries is in turn limited by the state salary schedule.<sup>2</sup> This does not mean that each employee must receive the same dollar amount of coverage. In fact, state law encourages districts to “pool” the benefit allocation so that excess funds from those who need less coverage can be applied toward coverage for those with more dependents.

***The challenge for school districts is to find insurance that provides maximum benefits for employees with the limited dollars available.***

Using state-provided insurance funds, a district can offer five basic types of insurance: medical, dental, vision, long-term disability, and life. Bargaining units negotiate with the district which of these they want the district to offer. Other forms of insurance may be offered through paycheck deductions. If all five of the basic forms have already been offered, other forms of insurance could also be offered out of the state allocation,<sup>3</sup> but this tends to be cost-prohibitive. Where the state allocation is inadequate to cover an employee, the remainder of the premium is usually made up through a deduction from the employee’s paycheck. The challenge for school districts is to find insurance that provides maximum benefits for employees with the limited dollars available. This section of the study focuses on the different methods districts may use to provide basic benefits, particularly health, dental, and vision.

### ***Traditional Private Insurance***

The most common way for a school district to provide insurance benefits is through contracting with private insurers. The district usually binds itself to a particular insurance provider(s) in the collective bargaining contract or allows the union to choose the provider(s). The WEA has a list of approved providers, such as Washington Dental Services and Blue Cross, the major medical insurance provider in Washington state.

Under this system, districts have reported difficulty finding out how the money they have allocated for insurance is actually being spent. WEA-endorsed carriers generally cannot release utilization data—

specific information on how insurance has been used—at the district level. This is true because WEA, as the policyholder, owns the utilization data.<sup>4</sup> Thus, districts cannot know specifically what coverage employees are receiving in exchange for the money the district pays for insurance premiums.

The unavailability of utilization data also makes it more difficult for districts to obtain competitive bids, since potential insurers will have no way of knowing what they would be insuring. Districts also may experience difficulty in calculating the cost of providing the insurance themselves.

### **Public Employee Benefits Board (PEBB)**

Thirty-two school districts obtain health insurance through PEBB, a division of the state Health Care Authority. PEBB contracts with various private insurers to provide insurance to public employees. PEBB also provides the state-administered Uniform Medical Plan. When a district chooses PEBB, all eligible employees in the school district must enroll. However, once enrolled in PEBB, the employee may choose any of the offered plans that are available in his or her area. PEBB does not press for employer specific premium and claims information, particularly from small districts.

Insuring through PEBB has its advantages and disadvantages. If a district insures through PEBB, some of its administrative burdens may be lightened. For example, PEBB would handle program administration and employee enrollment, while districts would remain responsible for payroll deductions for insurance, local control of eligibility and applications, and so forth.<sup>5</sup> In return, however, districts would be sacrificing a certain amount of control over benefits and purchasing decisions. Districts may find they enjoy increased flexibility outside of PEBB.

Finally, insuring through PEBB would not solve school districts' problems regarding the lack of utilization data because PEBB does not track information on a district specific level.<sup>6</sup>

### **Self-insurance**

Districts may provide their own insurance, either alone or in combination with other districts.<sup>7</sup> Through self-insurance, districts have the potential for greater control over insurance costs and increased options when it comes to selecting employee benefits. For example, a district that self insures is entitled to its own utilization data. It knows where its premium money is going, and it can make adjustments accordingly. By self-insuring, school districts are also able to realize investment income gains on their insurance pool.<sup>8</sup>

A districts' decision to self-insure will generally begin with a feasibility study to see whether a self-insurance system will be cost effective and whether the district has enough revenue to cover projected claims. If district-specific utilization data is unavailable, a district may use industry norms to estimate the necessary allocation per employee.<sup>9</sup> It may be wise for a district to start slowly, self-insuring a portion of their benefits (*e.g.*, vision only) while working toward complete self-insurance over a number of years. This provides the district with the opportunity to build up its reserves and refine its self-insurance system.

Before a self-insurance program for health benefits is established, the district must obtain the approval of the state risk manager, at the department of general administration.<sup>10</sup> Self-insurance

***Through self-insurance, districts have the potential for greater control over insurance costs and increased options when it comes to selecting employee benefits.***



programs are subject to an investigation fee to cover the cost of review and approval of their programs and may be subject to a start-up assessment. Self-insuring districts may also be subject to fees for subsequent investigations.<sup>11</sup> Districts that have terminated their self-insurance programs may still be assessed for administrative costs until the districts' liabilities and responsibilities have been fulfilled.<sup>12</sup> On the other hand, multi-district self insurance programs are exempt from insurance premium taxes.<sup>13</sup>

### **Sound Partnership**

One example of a successful school district self-insurance program is the Sound Partnership, a self-insured trust. The Sound Partnership consists almost exclusively of Tacoma School District employees. Although it has undergone some structural changes, the Partnership has been in existence since the early 1980s. The trust includes fifty percent employer and fifty percent employee representation, and it offers employees all of their basic benefits: health, dental, vision, life, and long term disability.

Under its self-insured medical plan, the Partnership covers individual claims of up to \$150,000 per employee. It also has a reinsurance policy through Regence which covers employees' actual claims over that amount in any given year. In addition, there is an aggregate "stop-loss" limit, which protects the Trust in the event that actual group losses exceed projected costs by twenty-five percent.

Some districts that self-insure handle employee claims through a third party administrator.<sup>14</sup> The Sound Partnership, on the other hand, maintains its own benefits office, which operates as a liaison between employee-members and benefit providers. Essentially, the office handles the financial aspects of the system, paying bills to carriers and walking employees through the process of filing a claim under the plan they have selected.

Most bargaining units, including school administrators, participate in the trust. (The exceptions to this are employees who are members of trade unions and have coverage through their own unions.) This system has been credited for making the benefits bargaining process more collaborative and less adversarial.

Sound Partnership plans are experience-rated, that is, their premium rate is based on their past experience. This helps control Partnership costs. Another advantage to the Sound Partnership is direct membership input. Members have influence over plan designs through their union representative, their trustee representative, or by calling the Sound Partnership office directly.<sup>15</sup>

### **Interlocal Agreements**

Another solution for districts that are disillusioned with the traditional insurance system is to form an interlocal agreement with other districts. This system, which has been used in California for some time, is relatively new to Washington state. Although still in its fledgling stage, the Whatcom County School Districts Interlocal Agreement is one example. The districts involved in the agreement will have a countywide insurance committee comprised of a set number of representatives from each school district, with fifty percent employee representatives and fifty percent management representatives.

Individual school districts in the Whatcom County area are still in the process of forming their interlocal agreement, but employee response so far has been positive. The benefit package to be provided is somewhat uncertain, but the district insurance committees plan to move toward self-insurance in a 3–5 year time if advisable. Participants are hopeful that the arrangement will increase employee choice in medical benefits and will help districts control rising health care premiums. By combining a number of districts into a single insurance buying pool, the districts' overall buying power will increase.

While some providers have been willing to release utilization data to the districts involved in forming the interlocal agreement, another has refused to do so.<sup>17</sup> Lack of utilization information may be overcome, but districts seeking to form an interlocal agreement will have a more difficult time without a clear picture of the risks they are insuring.

## **Recommendations<sup>18</sup>**

### ***School districts should consider the option of self-insurance.***

Self-insurance has a number of advantages. Through a self-insurance system, districts may be able to save money, while increasing district control and employee choice in benefits. Although the initial change may be difficult due to funding, lack of utilization data, or simple inertia, districts may find the effort was well worth it in the end.

On the other hand, self-insurance is not for every district. Districts with a smaller number of employees will probably find that their risk pool is too small to make self-insurance a viable option, unless they combine with other districts in an interlocal agreement.

Districts interested in beginning a self-insurance program should view it as a process rather than an immediate change. By self-insuring only a portion of their benefits initially, districts allow time to build up their reserves and increase employee confidence in the new system.

### ***School districts should avoid bargaining away their ability to find a competitive benefits plan.***

Without being able to obtain utilization data, school districts will have much greater difficulty in determining whether their rates are competitive or obtaining bids from a prospective carrier. In addition, districts will face unnecessary challenges in projecting the costs of self-insuring employees.

Districts should avoid agreeing to any contractual terms that will prevent them from obtaining utilization data. It would be wise for districts to negotiate their right to any utilization data up front.

# NO-STRIKE CLAUSE

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## Summary

Teachers' strikes have become a tolerated, if annoying, part of life. Whether they disguise the action as a "sick out" or openly proclaim a strike; whether they take a few days to protest, or delay school for weeks, striking teachers bring education to a grinding halt for the strike's duration. Collective bargaining contracts often try to prevent strikes by negotiating no-strike clauses; however, the lack of penalties or existence of exceptions may cause these clauses to do more harm than good.

## Analysis

### *Legality of teachers' strikes*

Not only do teachers' strikes hurt education, they also break the law. Under the common law of Washington state, no government employee may strike.<sup>1</sup> However, Washington teachers have participated in more than fifty strikes over the last few decades.<sup>2</sup> Unions justify this by stating that even though there is no law granting the right to strike, there is also no statute expressly prohibiting teachers from striking, or providing remedies against those who do strike.

Even if teachers had a right to strike under state law, most strikes would be unlawful because most collective bargaining agreements require binding arbitration. Labor law principles hold that if parties have agreed to arbitration as their means of resolving disputes, they may not resort to other methods such as striking.<sup>3</sup> Many collective bargaining agreements also include a clause explicitly prohibiting strikes.

Although districts have the opportunity to clarify their rights in their collective bargaining agreements, any lasting solution may have to come from the legislature. Washington law clearly states that most state employees do not have the right to strike.<sup>4</sup> However, the statute governing K-12 certificated staff does not address the subject.<sup>5</sup> Even though prior court rulings make it clear that no government employee has a right to strike, the discrepancy sends a mixed message about the legality of teacher strikes. The legislature may wish to consider clearly establishing that teacher strikes are a violation of their responsibility to fulfill the state's paramount duty: the education of the children in the state.

***Under the common law of Washington state, no government employee may strike.***

### *Effect of no-strike clauses*

Most no-strike clauses read fairly simply:

The Association agrees that during the life of this Agreement, the Association and the bargaining unit employees shall not authorize, condone, sanction or take part in any strike, walkout or work stoppage of employees covered by this agreement.<sup>6</sup>

Standard legal remedies for a strike in violation of contract or law include injunction, damages against the union, and discipline or discharge of striking employees.<sup>7</sup> Even so, a strike does not relieve an employer of its duty to bargain with the union, or allow the employer to make unilateral changes in working conditions.<sup>8</sup> If a district expects to be able to take action in response to a strike, such as verifying proper use of sick or personal leave or deducting pay, it needs to have negotiated the right to do so in advance.

One example provides a detailed indication of penalties:

During the term of this Agreement, there shall not be authorized or recognized any strike, slow down or work stoppage or concerted activity by the employees and/or the Association, regardless of whether an unfair labor practice is alleged or otherwise. Should a strike, slow down or other stoppage by the employees or the Association occur, the Association will immediately instruct the employees in the bargaining unit to return to work. If the employees in the bargaining unit do not resume work immediately as required by this Agreement, any such refusal shall be sufficient cause for discharge and such employee shall be subject to disciplinary action, including discharge, and the Association shall be subject to damages for any failure or refusal to make all reasonable efforts to have the employees return to work.<sup>9</sup>

Some districts' sick leave policy preserves the district's right to examine the use of sick leave when a strike is suspected.<sup>10</sup> PERC has upheld a public employer's use of existing sick-leave policy to withhold pay from those who are abusing the system.<sup>11</sup>

### ***Exceptions in no-strike clauses***

Some no-strike clauses, purporting to prohibit strikes, contain exceptions so broad that they negate the rule. For example, a no-strike clause may explicitly allow the union to strike if the district is found by PERC to have committed an unfair labor practice.<sup>12</sup> This ignores the legal process PERC provides as a remedy for unfair labor practices. It assumes that one entity's illegal conduct justifies illegal conduct by another.

Other clauses allow strikes if they are conducted in concert with the state association,<sup>13</sup> or other local associations.<sup>14</sup> However, mere participation by affiliated associations in a strike does not justify breaking state law.

Some districts prohibit the employer from taking action if employees refuse to cross a picket line. This means that a "sympathy strike," or refusal to work because other unions are striking, is permitted:

It shall not be a violation of this Agreement nor shall any employee be disciplined or discriminated against for refusing to cross any lawful picket line in the course of performing his/her duties.<sup>15</sup>

One district allows strikes whenever the collective bargaining agreement is reopened, which occurs any time a "rule, regulation and/or law is changed."<sup>16</sup> If "rule" includes a rule of the school district, this would allow the association to strike whenever the board changes its procedures—leaving the no-strike clause perpetually ineffective.

## **Recommendations**

***The legislature may wish to consider explicit statutory language prohibiting strikes and providing penalties.***

Washington law provides no penalties for teachers' strikes. In contrast, other states have established not only clear prohibitions against strikes by public employees, but also explicit penalties on both employees and labor organizations.<sup>17</sup> Possible penalties could include fining teachers an additional day's wages for every day they refuse to work, and fining the local organization or taking away payroll deduction rights if the union instigated the strike.

***Washington law provides no penalties for teachers' strikes.***

***Negotiated no-strike clauses should clearly define the legal rights and remedies of the parties.***

No-strike language in a contract can be a useful way to establish the parties' responsibilities, duties, and remedies in the event of a violation. Explicit language should state the district's right to discipline or discharge striking employees. The no-strike clause should also state potential remedies: an injunction against continuing the strike, reduction of wages for days not worked by teachers, and liability for damages caused to the district by the striking teachers or by the union. No-strike clauses also should not make the union exempt from penalties for any illegal conduct.

A clause in the leave policy retaining the district's right to demand verification for sick or personal leave requests during a strike can be vital in ensuring the district is not subsidizing illegal activity. Following is a sample clause providing for verification of sick leave requests:

In the case of a strike or work stoppage by any association or union associated with the District, the Board of Directors and/or Superintendent reserve the right to ask for a doctor's validation of illness.<sup>18</sup>

No-strike clauses are not self-executing. They are only as strong as the will of the Board and administration to hold the union to its promise and ensure that public education continues without interruption over private disputes.

# CLASS SIZE

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## Summary

Collective bargaining agreements often contain detailed provisions attempting to reduce class size. Although this is a popular education reform measure, it may not be the best use of resources. School districts should retain the flexibility to consider what use of district funds will result in the greatest improvement of learning for students.

## Analysis

Class size reduction is one of the most popular education reform components. It is easy to understand, and the benefits seem self-evident. It is particularly well-liked by education unions. The NEA claims that excellence in the classroom can best be attained by small class sizes, optimally fifteen.<sup>1</sup> Most collective bargaining contracts contain a provision on class size—often including incredibly complex formulas and balancing factors.

It is not surprising that class-size reduction is so popular with the NEA and its state and local affiliates. Class-size reduction is a win-win situation for teachers and their unions. Teachers get decreased work loads and unions get more paying members. However, districts must never forget that the primary concern must be educating students. If class size reduction is not the most effective way for a district to improve education, then the district must retain the flexibility to use other options.

***If class size reduction is not the most effective way for a district to improve education, then the district must retain the flexibility to use other options.***

The state funds districts at a certain level of “certified instructional staff” per student. The state funding level works out to approximately 22 students per certified teacher for fourth grade and above. If a district does not abide by the ratio, the Superintendent of Public Instruction will decrease the funding for that district.<sup>2</sup> Actual class sizes, although not well-documented, are higher. Grades K–3 are funded at a level of 18 to 20 students per teacher; the district will receive additional funds for staying closer to the lower class sizes.<sup>3</sup>

### ***Costs and benefits of class size reduction***

Implementing class size reductions is neither as simple nor as beneficial as it may seem. Early research does not show significant improvement in academic achievement until class size drops to 15 or fewer.<sup>4</sup> Even the STAR experiment, often cited to support the importance of class size reduction, involved class sizes of 14–16 students and indicated that positive outcomes are less likely for class sizes of over 17.<sup>5</sup> However, districts do not have the funds to support class sizes at that level. Collective bargaining contracts must deal with economic realities and establish class sizes usually in the low to mid twenties at the grade school level—a range commensurate with the state funding level. Even if a class size clause reduces class size from what the district would otherwise have, research has not established that reducing class size by a few students improves student achievement.

The costs of implementing class-size reductions are not just increased salary costs. Additional classes require additional support costs and facilities—facilities that may not be available to the district. Large classes are likely to exist throughout different grades and subject areas. Adding one or two staff in a building will not address all problems at once, even if it does reduce the overall average.

Some will undoubtedly argue that the increased costs are worthwhile if they improve student learning. This is only half true. Funds are limited. Increased costs are worthwhile only if they increase learning more than any other activity that can be done with the same funds. During the 1980's, class size reduction efforts in Austin, Texas, resulted in dramatic improvements only in classes that were implementing other reform measures.<sup>6</sup> Furthermore, the STAR experiment sug-

***A child would be better educated in a classroom of thirty with an excellent teacher than in a classroom of fifteen with a poor one.***

gests that class size reduction produces a one time gain in academic achievement with no subsequent increase in student performance.<sup>7</sup> Research conducted by Washington's Joint Legislative Audit and Review Committee suggested that "steps other than reducing class size can improve student performance at less cost."<sup>8</sup> Districts should consider whether funds spent on class size reduction would be better used for education reform measures with greater long-term results.

Another crucial factor in the learning equation is experience and skill of the teacher. A child would be better educated in a classroom of thirty with an excellent teacher

than in a classroom of fifteen with a poor one. Class-size reductions disregard experience and skill and simply look to more teachers of whatever quality, requiring districts to hire new teachers and perhaps overlook deficiencies in existing teachers. California's class size reduction measures have resulted in a teacher shortage. Twenty-one percent of the California teachers hired during 1996-1997 had emergency teaching permits.<sup>9</sup>

### ***Impact of class size limits***

School districts that are bound by class size limits in their contracts cannot consider whether limited funds might be better used to increase learning in other ways. Perhaps the funds that might be used to reduce average class size by two students could better be used to provide additional teacher training, but a district bound by a class size clause may not consider such action. It may make sense to increase class size in some subjects requiring little individual contact in order to provide decreased class size for subjects requiring more intense work. For example, students might benefit more from a small class during an intensive science lab than during a history lecture. Unfortunately, a district with a class size clause stating a maximum for every class would be prohibited from using this option.

Class size clauses also expose a district to charges of unfair labor practices if budget constraints or policy considerations require it to violate established limits. Even a general clause, such as the following one, could create similar problems if the union alleges that the district has not been "*reasonable*":

Every attempt shall be made to maintain uniform class size consistent with staff and facilities. The counselor(s) and building administrator(s) will take all *reasonable* steps to fairly distribute students, within grade level or subject area, recognizing exceptional students may warrant lower class size due to increased demands for instructional support.<sup>10</sup>  
[emphasis added]

Most class size clauses are far more detailed, including different levels for different grades and class types, and state averages, ranges and/or maximums on class size. Complicated clauses attempt to implement some degree of flexibility, realizing that across-the-board limits do not acknowledge different situations in subject matter and grade level. What they fail to acknowledge is the need for flexibility chronologically, assuming that the same structure will be appropriate to the district three or more years down the road.

Class size provisions may even create financial incentives to increase class sizes, in disregard of educational quality for students. Many provide for additional pay for teachers who have students beyond the maximum class size. Usually the pay increases as the number of students increases. This class size provision gives teachers incentive to seek as large a class assignment as possible.

## **Recommendation**

***School districts should remove or cut down on contract language establishing class size limits.***

Districts must retain the necessary flexibility to determine how staff and funds can best be allocated to maximize student learning. Class size provisions should be removed from contracts where possible.<sup>11</sup> If class size provisions are included, districts should ensure that limits are based on averages or recommendations, not mandatory limits, and are feasible given district resources. Districts should also guard against providing remedies that may exacerbate the problem.



# EDUCATIONAL POLICY

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## Summary

Education policy is the responsibility of the school board.<sup>1</sup> Teachers do have a considerable stake in the education policy at their schools, and the board should take advantage of their experience and earnestly seek their input. But the collective bargaining contract negotiated by the union is not the place for this. Giving the union control over education policy through contract provisions is abdicating the board's ultimate responsibility as elected officials.

## Analysis

### *Curriculum selection*

A few contracts include the district's philosophy concerning educational materials. These are generally phrased in broad and non-objectionable terms: "materials appropriate for student's abilities"; "respect democratic traditions"; "respect both sexes and the multi-cultural reality of our society"; "meet district objectives."<sup>2</sup> These vague terms are subject to multiple interpretations, philosophically or legally. Districts must remember that this is a legally binding contract and all of its provisions

will be interpreted as part of that contract. The district's past practice will be used to interpret the terms, subjecting any change in the curriculum to a potential legal challenge as a violation of one of the philosophic statements in the contract.

***Some contracts give the union authority to appoint or approve most or all of the members assigned to the curriculum selection committee.***

State law requires each school board to establish an instructional materials committee.<sup>3</sup> Its function is to recommend educational materials to the school board. The union may be given an inappropriate level of control here through negotiated contract terms. The goal of a curriculum selection committee should be to give those who have a stake in the chosen curriculum a chance for input. Teachers, administrators, and parents all have an

interest. The teachers' union does not. Its function is to negotiate the terms and conditions of employment for its members, not to control district education policy. Yet some contracts give the union authority to appoint or approve most or all of the members assigned to the curriculum selection committee. These contract provisions contradict the state law, which places that authority with the superintendent and school board.<sup>4</sup>

### *Academic freedom*

School districts should also be cautious about clauses governing academic freedom. Academic freedom is the teacher's and student's freedom to explore a variety of ideas. It is an aspect of freedom of speech. However, this freedom should not detract from the district's control over curriculum and education policy.<sup>5</sup> In fact, the district is required by statute to enforce its course of study by not paying teachers who refuse to comply.<sup>6</sup> Clauses that govern academic freedom and the introduction of controversial materials should be worded so that they reiterate the district's control over curricu-

lum. Education subject matter is inextricably linked to education method. Who can say whether a choice to use whole language or phonics to teach reading is a matter of method or subject matter? Because of this, a statement of the teacher's control over "methodology" might grant more discretion than is intended.

Academic freedom clauses often address the district's policy on controversial materials. These clauses often leave presentation of controversial material solely to the employee's discretion:

The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.

In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own view [sic], assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.<sup>7</sup>

By comparison, other contracts specifically reserve both the administration's and the board's right to review the introduction of controversial subjects:

The Employer recognizes the educational profession's right and responsibility to insist that children must be free to learn and teachers free to teach. Employees shall accept the responsibility of a commitment to the democratic tradition, the pursuit of truth, and a concern for the welfare, growth and development of students. Thus, no special limitations shall be placed upon study, investigation and interpretation of facts and ideas, except that:

- A. The employee must be acting within the scope on [sic] his/her certified area in accord with accepted and/or adopted courses of study.
- B. When an employee believes that he/she may be entering into a controversial area of instruction, he/she will first meet and discuss the area with his/her building principal prior to presentation. If the principal believes the area to be controversial, he/she may request an outline of the areas to be covered and the resources to be used in the instruction. The building principal shall approve with specific conditions/modification or reject proposed instruction in any such controversial area. Employee(s) may appeal the principal's decision to the superintendent. The decision of the superintendent may be appealed to the school board at its next regular session.
- C. The employee must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the employee to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.

While the employee must feel free to teach and live according to his/her conscience, so must his/her students and the public he/she serves. The employee may not infringe upon the freedom of those he/she serves. Proselytism has no place in a public school. Opinion or theory must be stated as such for what it is.<sup>8</sup>

Districts should maintain a proper level of control over the topics introduced to students in the classroom and the method in which these topics are introduced.

### ***Student discipline***

State statutes and regulations govern student discipline in considerable detail, requiring consistent policies and cooperation between teachers and administration. Many contracts also contain a student discipline clause, which often only duplicates the statutory requirements. A student discipline clause tracking statutory requirements has little impact other than making student discipline another subject over which a third-party arbitrator may be able to rule in grievance, and reinforcing the union's image as the 'protector' of the teachers against potential unfair acts of management. Where districts are already bound by law, there is no need for them to incur further liability by binding themselves through additional contract provisions. When the student discipline clause is more detailed than the statutory provisions, the district has bargained away its responsibility and control over the learning environment.

## **Recommendation**

***Eliminate contract provisions that relinquish school board authority over curriculum, education policy, and student discipline.***

Contracts should be carefully reviewed for clauses that bargain away portions of the school district's core responsibility for education. Districts should eliminate language that limits their control over curriculum selection or that allow union domination of the curriculum selection committee. Academic freedom clauses should clearly state the district's ultimate control over curriculum, and provide for administration and board review of controversial subject matters. Student discipline should not be included in collective bargaining agreements.

# OTHER CONSIDERATIONS

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Collective bargaining raises too many issues to be addressed in a single study. Time and space allocated for this study simply did not allow some crucial issues to be fully developed, but a number of these are noted below.

## Supplemental Contracts

Because school districts are tied into the state salary schedule, it is easy to pull out an average employee compensation amount and state, “This is what teachers are being paid.” But simply looking at the state salary schedule does not provide an accurate picture of teacher compensation. School districts also have the option of paying teachers for “additional time, additional responsibility, or incentives.”<sup>1</sup> These amounts come primarily out of district levy funds, although some state allocations can be used to cover these costs.

In 1997, the Joint Legislative Audit and Review Committee (JLARC) issued a report on the use of supplemental contracts.<sup>2</sup> It found that 93 percent of all certificated instructional staff held at least one supplemental contract. The average amount all teachers received by supplemental contracts was \$3,529—eight percent of their total compensation.

The more difficult question is the exact purpose of the funds. Districts only report which contracts fall into the “additional time” slot. A random sample done by JLARC indicated that only 58 percent of supplemental contract expenditures were made for previously identified duties such as coaching, extra time, or extra-curricular activities. The remaining 42 percent were simply described by districts as “TRI,” an acronym for the statutory authorization of time, responsibility, or incentive. No consistent reports exist to track the exact use of this money.

The use of supplemental contract money is the primary means of providing additional pay for teachers beyond the state salary schedule. Unspecified supplemental contract money could be used in one district to pay for teachers doing after-hour work such as conferences and grading, while teachers in another district simply do so as part of their job. This means that the statewide salary schedule may not accurately reflect what teachers in various districts are actually getting paid to do the same work.

The inconsistencies in supplemental contract tracking make it difficult to make statewide generalizations. If the legislature intends to continue requiring standardization of teacher salaries, it will need to track supplemental contracts more closely, and evaluate how their use complies with its funding mechanisms. School districts should be aware that supplemental contracts, if not carefully used, can be a means of granting salary increases in circumvention of the law. Since supplemental contracts primarily come out of levy funds, each district should consider the possible future financial impact of its supplemental contract policy.

***Any time the school district bears part of a union expense, some of the cost of supporting this private organization is resting on taxpayers.***

## Union Privileges

Most contracts contain a page or more establishing the union's rights—preceding any mention of teachers' rights. Although the precise makeup of these rights varies from contract to contract, standard provisions include:

- The right to transact union business on school property.
- The right to use school property for meetings, usually only compensating for additional maintenance costs.
- The right to use the school district's internal mail boxes, bulletin boards, e-mail, or web page to communicate with members.
- The right to use school district equipment for association business, usually with only partial reimbursement.
- The right to school district financial information provided to the board, proposed policy changes and other information, such as teacher addresses.
- The right to meet periodically with the administration and confer on changes in policy.
- The right to have union members involved in contract negotiation or grievance proceedings to be paid by the district.
- The right to have the school district administer the deduction of union dues from employee paychecks.
- A specific pool of time available for teachers to be released to work on union business. The union generally pays only the substitute rate, leaving the district paying the difference between the substitute's salary and that of the released member.
- In large enough districts, full-time release for the union president and perhaps other teachers with union positions. Although in most districts the union fully reimburses the district for the union president's salary costs, the absent president continues to advance on the seniority scale despite being out of the classroom, increasing the district's salary costs when the former president returns to work. Meanwhile, the district must find a teacher to fill in temporarily for the absent union president.

These rights granted to the association can have a significant cost to the district, both documented and undocumented. Any time the school district bears part of a union expense, some of the cost of supporting this private organization is resting on taxpayers.

## Leave

There are two basic types of leave: short-term leave, generally for a specified number of days per year and usually paid; and long-term leave, generally for an amount of time that varies with the situation, and usually unpaid. Both types pose financial and management difficulties for school districts.

Although the state salary schedule does not allow a district to pay teachers extra money for work in basic education, it does allow a district to pay teachers the same amount on the salary schedule for

doing less work. This is because contracts can provide for different amounts of leave, resulting in variation among districts in the number of work days needed to gain equivalent pay. Increases in available leave also mean increases in the district's need to find substitutes.

Long-term leave, although usually unpaid, imposes other burdens. Many districts allow a year or more off for such purposes as child care, recuperation, study, travel, or sometimes no specific reason at all. A teacher on an unpaid leave has the right to be rehired in the future. Thus, the district is missing a staff person it needs for a lengthy period of time without being able to hire a long-term replacement. Another consideration is which benefits continue while a teacher is on leave. If seniority is allowed to accrue while an individual is on a long-term leave, the district will be paying extra in the future for time that was not spent teaching.

# LOOKING FORWARD

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In the coming years, school boards in Washington state will continue to grapple with collective bargaining as one of the primary influences on education in their district. If school board members are more informed and better prepared to deal with future challenges in the collective bargaining process, they are more likely to arrive at an end result that is beneficial for everyone in education.

One issue on the horizon is that of certification by the National Board for Professional Teaching Standards. Unions are already calling for school districts to offer incentives for teachers to seek this additional national certification. Although the idea of national certification sounds good, concerns have been raised about the level of control exercised over the National Board by the NEA and AFT. National certification may prove to be simply one more method to take discretion over education away from the local, elected school board. Also, a school board that once began offering financial incentives for gaining national certification would find it difficult to go back—thus binding itself to an ever-increasing financial burden.

All education proposals must be evaluated on the merits of their real impact, not on the basis of whether they sound good, or have good intentions. A proposal that gives more control to a private entity and less to the elected school board is a threat to the will of the electorate. Nothing should be undertaken without a clear understanding of who is going to provide accountability, what the costs will be, and what the benefit will be to students.

Many of the challenges posed by collective bargaining stem from the nature of the process itself. Any system that grants a monopoly to one entity is bound to lose its focus on the end product and begin to seek primarily to promote and maintain its own power. The laws governing collective bargaining in this state have allowed a single private entity to dictate much of what occurs in public education. It is time to reconsider whether this system, on the whole, has harmed or helped education. It is time to turn the focus of education back to the students.

# FOOTNOTES

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## The Impact of Collective Bargaining

1. Bruce Zarahdnik, Tahoma School District, telephone conversation with Corrie White, April 24, 2000.
2. *Ibid.* Interest based bargaining generally requires the training of facilitators and others involved in the bargaining process. Due to employee turnover, this would be a continuous process. One school district that has recently begun using the interest based bargaining model stated that their initial negotiations of the plan took 25–30 days. Now that an interest based bargaining agreement is in place, the parties must still meet monthly and have regular contract support meetings.
3. Quoted by Tim Connelly, “Unions slap no confidence vote on CPSD boss,” *Lakewood Journal*, June 18, 1999.
4. Taken from “Info for Journalists,” <http://www.wa.nea.org/NWSRM/ClvrPrk.htm>, November 24, 1999. Printed copy on file with EFF. On the web site, these headlines appeared in reverse chronological order. They have been placed in chronological order for this study, as chronological order is standard for printed publications. Some duplicative headlines have been omitted.
5. The district administration pointed out that teacher placement decisions were made before the union negotiator was elected to his position. Colleen Pohlig, “Teacher Takes on Selah Schools Chief,” *Yakima Herald-Republic*, October 27, 1999. The unfair labor practices charge has not yet been decided by PERC.
6. In the school board race mentioned above, one of the incumbent members lost his position to a candidate who had criticized the board for backing up district administration. Colleen Pohlig, “Selah School Board Incumbent Falls,” *Yakima Herald-Republic*, November 3, 1999.
7. G. Gregory Moo, *Power Grab: How the National Education Association is Betraying our Children* (1999), p. 6
8. Quoted by John Fund, “Politics, Economics, and Education in the 21st Century,” *Imprimis*, May 1998, p.5.
9. Quoted by Damon Darlin, “To whom do our schools belong?” *Forbes*, September 23, 1996, p. 66.
10. Debby Abe, “Wilson High School Drops 3-Period-Per-Day Schedule,” *The News Tribune*, June 6, 1998; Debby Abe, “Wilson likely to drop 110-minute classes,” *The News Tribune*, May 17, 1998.

## The History of Collective Bargaining in Washington’s Public Schools

1. Myron Lieberman, Charlene K. Haar, and Leo Troy. *The NEA & AFT: Teacher Unions in Power and Politics*, p.10.
2. *Ibid.*, p. 12.
3. *Ibid.*
4. See Legacy, <http://www.wa.nea.org/Publicat/COMMUNIC/LEGACY.HTM>, p. 2
5. *Ibid.*, p. 3.
6. *Ibid.*
7. RCW 41.56.
8. RCW 41.56.030.

## The Fundamentals of Collective Bargaining

1. RCW 41.59.070. If employees are already represented by a union, only the union or the employees may file a petition concerning exclusive representation. The employer may not do so. See WAC 391-25-012 and 391-25-090.
2. RCW 41.59.080.
3. *Ibid.*
4. *Ibid.* See also WAC 391-35-010.
5. RCW 41.59.140.
6. *Ibid.* See also RCW 41.59.020(2).
7. *Clover Park School District*, Decision 6072-A (EDUC 1998).
8. *City of Clarkston*, Decision 3286 (PECB 1989).
9. *City of Dayton*, Decision 1990 (PECB 1984).
10. *Mukilteo School District*, Decision 3795-A (PECB 1992).
11. *City of Yakima*, Decisions 3503 and 3504 (PECB 1990).
12. *Peninsula School District No. 401 v. Public School Employees of Peninsula*, 130 Wn.2d 401, 924 P.2d 13 (1996).



13. *Clark County*, Decision 3451 (PECB 1990).
14. *Ibid.*
15. RCW 28A.405.100
16. *Pasco Police Officers' Ass'n v. Pasco*, 132 Wn.2d 450, 938 P.2d 827 (1997).
17. *City of Olympia*, Decision 3194 (PECB 1989).
18. RCW 41.59.020(2). Good faith involves a sincere desire to reach an agreement. *Pasco Police Officers' Ass'n v. Pasco*, 938 P.2d 827 (1997).
19. *Mukilteo School District*, Decision 3795-A (PECB 1992).
20. *Pasco Police Officers' Ass'n v. Pasco*, 938 P.2d 827.
21. *Clark County*, Decision 3194 (PECB 1990).
22. *City of Sumner*, Decision 1839-A (PECB 1839).
23. *Mukilteo School District*, Decision 3795-A (PECB 1992).
24. *International Association of Fire Fighters, Local 1052 v. PERC*, 113 Wn.2d 196, 776 P.2d 1346 (1989).
25. *Wenatchee School District*, Decision 3240-A (PECB 1990).
26. *Federal Way School District No. 210*, Decision 232-A (EDUC 1977), *aff'd* King County Superior Court Cause No. 830404 (1978).
27. *International Association of Fire Fighters, Local 1052*, 776 P.2d 1346.
28. *City of Clarkston*, Decision 3286 (PECB 1989).
29. *Spokane Education Ass'n v. Barnes*, 83 Wn.2d 366, 517 P.2d 1362 (1974).
30. *International Ass'n of Fire Fighters, Local 1052*, 776 P.2d 1346.
31. *Pasco Police Officers' Ass'n v. Pasco*, 132 Wn.2d 450, 938 P.2d 827 (1997).
32. *Seattle School District*, Decision 2079 (PECB 1984), *rev'd on other grounds*, *Seattle School District*, Decision 2079-C (PECB 1986).
33. *Ibid.*
34. *City of Burlington*, Decisions 5840, 5841, 5842, and 5843 (PECB 1997).
35. *Ibid.*
36. *Ibid.*
37. RCW 41.59.935.
38. *City of Burlington*, Decisions 5840, 5841, 5842 and 5843.
39. RCW 41.59.100.
40. *Yaw v. Walla Walla School District No. 140*, 106 Wn.2d 408, 722 P.2d 803 (1986).
41. *North Beach Education Ass'n v. North Beach School District No. 64*, 31 Wn.App. 77, 639 P.2d 821 (1982).
42. WAC 391-45-010.
43. WAC 391-45-110; 391-45-130 and 391-45-270.
44. RCW 41.59.140(1)(a), (c).
45. RCW 41.59.140(1)(b).
46. *State ex rel Graham v. Northshore School District*, 99 Wn.2d 232, 662 P.2d 38 (1983). Employers may also permit employees to confer with the employer during work hours without loss of time or pay. See RCW 41.59.140(1)(b).
47. *City of Burlington*, Decisions 5840, 5841, 5842, and 5843 (PECB 1997).
48. *North Thurston School District*, Decision 4765-B (EDUC 1995).
49. RCW 41.59.140(1)(d).
50. *International Ass'n of Fire Fighters, Local 1445 v. Kelso*, 57 Wn.App 721, 790 P.2d 185 (1990).
51. RCW 41.59.140(a).
52. RCW 41.59.140(2)(b).
53. RCW 41.59.140(1)(e), (2)(c).
54. WAC 391-45-552. This does not mean that the parties are required to bargain permissive subjects to impasse. No further response needs to be made to the proposal addressing the permissive subject of bargaining.

## Management Rights

1. See, e.g., RCW 28A.320.015.
2. RCW 41.59.020., RCW 41.59.140

3. RCW 41.59.140.
4. *City of Chehalis*, Decision 2803 (PECB 1987).
5. *Spokane County*, Decision 5698 (PECB 1996).
6. *City of Bremerton*, Decision 4739 (PECB 1994).
7. *King County*, Decision 5810 (PECB 1997), *aff'd King County*, Decision 5810-A (PECB, 1997).
8. *Tacoma School District*, Decision 2756 (EDUC 1987).
9. *City of Clarkston*, Decision 3286 (PECB 1989).
10. *Collective Bargaining Agreement between the Grandview Education Association and Grandview School District* (1998–2001), p. 4.
11. *Collective Bargaining Agreement between Riverside School District No. 416 and Riverside Education Association* (1996–1999), p. 4.
12. “Nothing in this chapter shall be construed to interfere with the responsibilities and rights of the employer as specified by federal and state law, including the employer’s responsibilities to students, the public, and other constituent elements of the institution.”
13. *City of Yakima*, Decision 3564 (PECB 1990).
14. *Collective Bargaining Agreement between Highland School District No. 203 and Highland Education Association* (1998–2001), art. II, § 1, p. 4.
15. *Riverview School District Agreement with Riverview Education Association* (1999–2001), Section 2.4, p.2.
16. *King County*, Decision 5810-A (PECB 1997).
17. *International Association of Fire Fighters, Local 469*, Decision 3546 (PECB 1990), *aff'd* Decision 3564-A (PECB 1991).
18. *Issaquah Education Association/Issaquah School District Negotiated Agreement* (1997–1999), p. 2.
19. *International Association of Fire Fighters, Local 469*, Decision 3546 (PECB 1990), *aff'd* Decision 3564-A (PECB 1991). This decision was based in part on other grounds, such as lack of specificity in the purported waiver.
20. *Lakewood School District Certified Employees’ Agreement* (1998–1999), Section 3.1, p. 3.
21. *Mukilteo School District*, Decision 3795-A (PECB 1992).
22. *Pasco Police Officer’s Ass’n v. Pasco*, 132 Wn.2d 450, 938 P.2d 827 (1997).
23. This sample management rights clause is a composite of clauses contained in the *Collective Bargaining Agreement between Arlington Education Association and Arlington School District* (1995–1998), pp. 6–7; the *Collective Bargaining Agreement between Bethel School District and Bethel Education Association* (1998–1999), pp. 1–2; the *Granite Falls School District Collective Bargaining Agreement* (1997–2000), pp. 4–5; and the *Collective Bargaining Agreement between Cheney Education Association and Cheney School District* (1998–2001), pp. 4–5. Minor editorial changes have been made for the sake of clarity. Inclusion of these clauses in this sample is not intended as an indication that these clauses will be fully effective when interpreted in conjunction with other provisions in the respective agreements.
24. The language in section E of the sample clause would probably not be specific enough to reserve district discretion over leave decisions. A reservation of the right to establish work rules and procedures and to determine schedules of work was held not to be a waiver of the right to bargain certain leave provisions. *See International Association of Fire Fighters, Local 469*, Decision 3546 (PECB 1990), *aff'd* Decision 3564-A (PECB 1991).

## Agency Shop

1. RCW 41.59.060.
2. *Tentative Contractual Agreement between Chehalis School District No. 302 and the Chehalis Education Association* (1998–1999), p. 2.
3. RCW 41.59.100. Provisions stating that payment of dues is a “condition of employment” or providing for the termination of employees who do not pay dues are relatively rare in Washington State contracts. However, such clauses are not necessary to enforce an agency shop agreement since the district is obligated to deduct the representational fee from the employee’s paycheck regardless of whether the employee consents. The teacher has no choice but to pay.
4. *Chehalis Agreement*, p. 2.
5. *Agreement, Shelton Education Association and Shelton School District* (1999–2001), p. 2.
6. RCW 41.59.060.
7. RCW 42.17.680.
8. RCW 28A.405.400.
9. Source: WEA PAC meeting handout at 1999 WEA Representative Assembly.
10. *Washington Federation of State Employees v. State*, 127 Wn.2d 544, 901 P.2d 1028 (1995).
11. RCW 42.17.130 (forbidding use of public facilities for campaigns); *see also* RCW 41.06.250 (prohibiting solicitation of political contributions on public property).
12. *Florida Elections Commission v. Marion County Education Association*, FEC 96-287, May 17, 1999.

13. RCW 28A.405.400.
14. This clause is a composite based on the content of contracts such as the *Aberdeen Education Association Collective Bargaining Agreement* (1996–1999), p.7; the *Anacortes Education Association and Anacortes School District Contract Agreement* (1998–2001), p.4; and the *Negotiated Agreement between the Auburn Education Association and the Auburn School District* (1997–2000), p.11.
15. See, e.g., *Weaver v. University of Cincinnati*, 970 F.2d 1523 (6th Cir. 1992), cert den., 507 U.S. 917, 113 S.Ct. 1274, 122 L. Ed. 2d 668 (1993).
16. *Prescott v. County of El Dorado*, 177 F.3d 1102 (9th Cir. 1999). Because *Prescott* was decided by the Court of Appeals for the Ninth Circuit and Washington is in the Ninth Circuit, *Prescott* is binding on Washington courts.
17. The language of this clause is based in part on the content of the *Collective Bargaining Agreement between Lind School District and Lind Education Association* (1998–2002), p.4; the *Ephrata Education Association and Ephrata School District Agreement* (1996–1998), pp. 3–4; and the *Collective Bargaining Agreement between Mill A Education Association and Mill A School District* (1997–1999), p.3.
18. This clause is based in part on the *Agreement between Manson School District and the Manson Education Association* (1994–1996), p.3.
19. *Chehalis Agreement*, p. 2.

## Employee Rights

1. *Aboud v. Detroit Board of Education*, 431 U.S. 209 (1977).
2. *Air Line Pilots Association v. Miller*, 523 U.S. 866 (1998).
3. *Chicago Teachers' Union v. Hudson*, 475 U.S. 292 (1986).
4. WA Const., art. I, § 11; RCW 41.59.100.
5. *Grant v. Spellman*, 99 Wn.2d 815, 664 P.2d 1227 (1983); *Edmonds School District No. 15*, Decision 1239-A (EDUC 1983).
6. *Elma Teachers Organization and Elma School District, Agreement* (1997–1999), Article II, Section A, p. 3.
7. *Master Agreement, Napavine Education Association, Napavine School District* (1997–1999), p. 2. PULSE has been replaced by WEA PAC.
8. *Leer v. WEA*, No. C96-1612Z (W.D. Wash., 1998).
9. *Agreement by and between the Cusick Education Association and the Cusick School District #59* (1995–1998), p. 3. The August window for resigning was the practice of the Washington Education Association. Contract language should be updated to reflect the union's current practice.
10. RCW 41.59.100.
11. This case requires the union to provide teachers with an adequate explanation of the basis for their agency fee (i.e., what expenses are included), a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker, and an escrow for any amounts that are in dispute.

## Just Cause

1. *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 105 S. Ct. 1487 (1985).
2. RCW 28A.400.300(1); See also RCW 28A.405.210.
3. RCW 28A.405.220.
4. RCW 28A.405.470.
5. *Clarke v. Shoreline School Dist.*, 106 Wn.2d 102, 720 P.2d 793 (1986).
6. *Pryse v. Yakima School Dist.*, 30 Wn.App. 16, 632 P.2d 60 (1981).
7. *Clarke*, 720 P.2d 793.
8. RCW 28A.405.350.
9. “What it takes to fire a teacher,” *Seattle Times*, May 23, 1999.
10. Jolayne Houtz, “Bad teachers: One of education’s most shameful problems has no easy solutions,” *Seattle Times*, May 23, 1999.
11. *Ibid.*
12. *Ibid.*
13. RCW 28A.405.220.
14. *North Beach Educ. Ass’n, v. North Beach School District*, 31 Wn. App. 77. 639 P.2d 821 (1982).
15. *Collective Bargaining Agreement, Bellingham School District 501, Bellingham Education Association* (1997–1999), art. V, § 10, p. 16.
16. *Grief Bros. Cooperage Corp.*, 42 LA 555 (1964)
17. *Ibid.*

## Teacher Evaluation

1. RCW 28A.600.020.
2. WAC 392-191-010.
3. RCW 28A.405.110.
4. This sample clause is based in part on the contents of the *Agreement between Kent School District and Kent Education Association* (1996–1999), art. VIII, § 1; the *Master Agreement between Mansfield School District and Mansfield Teacher's Association* (1997–2000), art. IV, § E; and the *Klickitat Collective Bargaining Agreement* (1999–2002), p.25.

## Seniority Pay

1. WA Const. art IX, § 1.
2. *Seattle School District No. 1 v. State of Washington (Doran Decision 1)*, 90 Wn.2d 476, 585 P.2d 71 (1978).
3. RCW 28A.150.200 et seq.
4. RCW 28A.405.200.
5. See RCW 28A.150.100.
6. State Salary Schedule (1997–1999), *School Apportionment & Financial Services Administrative Budgeting and Financial Reporting Handbook* (1998–1999), pp.34–42; *Salary Compliance: School District Certificated Instructional Staff Basic and Special Education Programs, Report to Fiscal Committees of the Washington State Legislature* (February, 1998, Office of Superintendent of Public Instruction).
7. Source: Bureau of the Census, Small Area Income and Poverty Estimates Program.
8. *Hill v. Dayton School District*, 85 Wn.2d 204, 532 P.2d 1154 (1975); *Oak Harbor Sch. Dist. v. Ed. Ass'n.* 86 Wn. 2d 497, 545 P.2d 1197 (1976).
9. *Yakima Education Association and Yakima Public Schools District No. 7, Negotiated Agreement* (1997–1999), p. 23.
10. *Agreement between Cashmere Education Association and Cashmere School District No. 222* (1998–1999), art. V, § 22, p. 22.
11. *Yakima Agreement*, p. 25
12. RCW 49.60.400. These provisions apply to all actions taken after December, 1998.
13. The Court held that racial classifications must be justified by a compelling state purpose and that societal discrimination was insufficient to justify such classifications. *Wygant v. Jackson Bd. of Educ.* 476 U.S. 267 (1985).
14. *Negotiated Agreement between the Auburn Education Association and the Auburn School District No. 408* (1997–2000), p. 28.
15. This sample clause is based in part on the *Agreement between Cashmere Education Association and Cashmere School District No. 222* (1998–1999), and other collective bargaining agreements that allow some consideration of district educational needs.

## Insurance Benefits

1. RCW 28A.335.190.
2. RCW 28A.400.200(3)(b).
3. AGO 1996 No. 9.
4. Gus Kiss, William Meacham Insurance, telephone conversation with Corrie White, April 21, 2000.
5. Mich'l Prentice Needham, Deputy Program Manager of PEBB Programs at the Washington State Health Care Authority, e-mail to Corrie White, April 19, 2000.
6. Mich'l Prentice Needham, telephone conversation with Corrie White, April 24, 2000.
7. RCW 48.62.031.
8. Gus Kiss, William Meacham Insurance, telephone conversation with Corrie White on April 21, 2000.
9. John Nicholson, Local Government Self-Insurance Program Administrator, Office of State Risk Management, telephone conversation with Corrie White, April 11, 2000.
10. RCW 48.62.071.
11. RCW 48.62.161; WAC 236-22-100 and Reviser's Note.
12. WAC 236-22-100 and Reviser's Note.
13. RCW 48.62.151.
14. WAC 236-22-038.
15. Mike Peterson, Executive Director of the Sound Partnership, telephone conversations with Corrie White, April 19–20, 2000.
16. For example, <http://www.keenanassoc.com>.

17. Gus Kiss, William Meacham Insurance, telephone conversation with Corrie White on April 18, 2000.
18. These are general policy recommendations and are not intended to provide specific plans. School districts should consult with legal counsel and with insurance experts in reaching an insurance plan.

## No-Strike Clause

1. *Port of Seattle v. International Longshoremen's and Warehousemen's Union*, 52 Wn.2d 317, 324 P.2d 1099 (1958).
2. Ed Heiser, Public Employment Relations Commission, in e-mail to author, December 16, 1999.
3. *Local 174, Teamsters v. Lucas Flour Co.* 369 U.S. 95, 105–106; *Seattle Times Co. v. Seattle Mailer's Union No. 32*, 664 F.2d 1366 (1982).
4. RCW 41.56.120.
5. RCW 41.59
6. *Collective Bargaining Agreement between Davenport School District No. 207 and the Davenport Education Association*, (1998–2001), p. 2.
7. *Atkinson v. Sinclair Refining Co.*, 370 U.S. 238 (1962).
8. *Green River Community College*, Decision 4008-A (CCOL, 1993)
9. *Granite Falls School District Collective Bargaining Agreement*, (1997–2000), p. 4
10. *Agreement between Kent School District and Kent Education Association*, (1996–1999), art. V, § 1.
11. *Green River Community College*, Decision 4008-A (CCOL, 1993).
12. *Collective Bargaining Agreement between East Valley Education Association and East Valley School District No. 361*, (1998–2000), p. 6.
13. *Agreement by and between Lake Washington School District No. 414 and Lake Washington Education Association*, (1996–1999), p. 50.
14. *Collective Bargaining Agreement, Snohomish Education Association and Snohomish School District*, (1996–1999), p. 63.
15. *Negotiated Agreement between the Walla Walla Public Schools and Walla Walla Valley Education Association*, (1997–1999), Article II, Section 3, p. 2–6.
16. *Collective Bargaining Agreement between Spokane School District No. 81 Board of Directors and the Spokane Education Association*, (1998–2001), p. 6, 90.
17. N.Y. Civil Service § 210; Mich Comp. Laws § 423.202a. A provision of the Michigan law providing for an automatic fine on the union whenever a member went on strike was held to violate due process. *Michigan State AFL-CIO, et al. v. Michigan Employment Relations Commission* (Wayne County Circuit Court, Docket Nos. 94-420652-CL & 94-423581-CL, March 2, 1995.) A provision requiring a showing of fault on the part of the labor union would be more likely to survive constitutional scrutiny.
18. This sample clause is based in part on the *Kent Agreement*, Art. 5, § 1.

## Class Size

1. Resolution B-6, NEA 1998–99 Resolutions.
2. WAC 392-127-111.
3. WAC 392-140-746.
4. Eric A. Hanushek, *The Evidence on Class Size* (W. Allen Wallis Institute of Political Economy, University of Rochester), Occasional Paper 98-1, February 1998, p. 26.
5. *Ibid*; “Class Size Reduction: Lessons Learned from Experience,” *WestEd Policy Brief No. 23*, August 1998, p. 3 .
6. Joan McRobbie, WestEd, quoted in “Small Classes: Popular, but Still Unproven,” *Education Week*, February 18, 1998.
7. Hanushek, *The Evidence on Class Size*, pp. 27–30.
8. State of Washington Joint Legislative Audit and Review Committee, *K–12 Finance and Student Performance Study, Report 99-9*, September 15, 1999, p.52.
9. *Class Size Reduction: Lessons Learned from Experience*, p.11.
10. *Collectively Bargained Agreement, Selah School District No. 119, Selah Education Association* (1998–2001), p. 20.
11. The issue of whether class size is a mandatory or permissive subject of bargaining has not been ruled on in this state.

## Educational Policy

1. RCW 28A.320.230
2. Taken from the *Negotiated Agreement, Issaquah Education Association, Issaquah School District* ( 1997–1999), p. 52
3. RCW 28A.320.230

4. RCW 28A.320.230
5. *Mullikan v. Board of Directors*, 93 Wn.2d 522, 611 P.2d 414 (1980)
6. RCW 28A.405.060
7. *Collective Bargaining Agreement between Centerville Education Association and Centerville School District No. 215* (1997–1999), p. 7
8. *Collective Bargaining Agreement between Rainier School District and Rainier Education Association* (1998–2001), p. 4

## Other Considerations

1. RCW 28A.400.200
2. State of Washington, Joint Legislative Audit and Review Committee, *K–12 Supplemental Contracts, Report 97-1*, January 10, 1997.

"The American system of public school education best meets the needs of our states and nation when all local school boards recognize and meet their full legal, civil, social, economic, moral, and ethical responsibilities."

— *National School Board Association, Beliefs and Policies*

# APPENDIX A: SPECIFIC CONTRACT PROVISIONS

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This study involved the analysis of specific key contract provisions in almost all collective bargaining contracts in the state. The results are displayed in a table. Following is a description of the headings and the meaning of the codes used.

## ***School District***

The name of the school district.

## ***Union***

The initials of the union, usually the name of the school district followed by “education association.”

**None:** A “none” in this field indicates that the school district does not engage in collective bargaining; teachers are governed by individual employment contracts and school board policies.

**NP:** The school district did not provide a contract to be reviewed by this study.

## ***ER (Exclusive Representation)***

Collective bargaining agreements generally provide that the employer recognizes the union as the exclusive bargaining representative for a particular employee group. A “Y” indicates a clause recognizing the local association as the exclusive representative for the district’s non-administrative certificated staff. An “N” means there is no such clause in the agreement.

## ***AS (Agency Shop)***

An *agency shop* clause requires all employees within the bargaining unit (those for whom the union is the exclusive bargaining representative) to pay either membership dues or the equivalent in agency fees or religious objector fees. A “Y” indicates that the contract is an *agency shop*. An “N” indicates that the contract does not specifically require payment of fees to the union.

## ***JC (Just cause)***

A “Y” indicates that the contract expands “*just cause*” beyond the statutory provision, usually by applying it to both discipline and provisional employees. An “N” indicates that the contract does not expand *just cause*.

## ***SC (Seniority Clause)***

A “Y” indicates that seniority is used as the basis for layoffs, transfers, vacancies, or recalls, whether within the district as a whole or within a particular program. An “N” indicates no such clause.

## ***PB (Pay for Bargaining)***

Some districts allow employees to engage in contract negotiations without loss in pay. A contract providing for this is coded “Y.” This does not include association leave time negotiated on the ordinary terms whereby the union pays for the employee’s substitute. It would include a contract requiring the district to pay part of the cost of the substitute. A contract not providing for compensation for negotiators is coded “N.”

## ***MS (Maintenance of Standards)***

A “maintenance of standards” clause requires the district to negotiate with the union before changing the current wages, hours, terms or conditions of employment. A “Y” indicates a clause that specifically or by implication requires the employer to negotiate before changes. A “P” clause indicates a clause



repeating statutory language that the contract will prevail over any inconsistent policies of the management. Coupled with detailed provisions on teaching conditions and work loads, this type of clause could have the same effect as a “maintenance of standards” clause. An “N” indicates no such language.

### **Emp. R (Employee Rights)**

An “AF” indicates contract language that refers to the option of becoming an agency fee payer. A “C” indicates language mentioning a right to object to the representation fee, but providing no indication of proper grounds for objection or possible results. An “R” indicates a clause informing members of a right to substitute payments to a charity instead of dues based on a religious objection, as provided in RCW 41.59.100. An “N” indicates that the contract does not inform workers of any rights. (If there is also an “N” in the agency shop field, the contract contains no agency shop clause and therefore does not address workers’ rights under an agency shop arrangement.) None of the contracts reviewed fully informed workers that they had a right to object to certain expenditures of their money as agency fee payers, or that those rights were based in the federal and state Constitutions.

### **Effective Dates**

This section lists the dates the contract is effective. School districts were asked to provide their current contract; a contract whose last effective date is more than a year prior to the date of this study is probably being renewed on an annual basis. A few of the districts provided contracts that had not been finalized at the time they were provided; these are marked with an asterisk.

### **Fringe Benefits**

Fringe benefits granted by districts vary widely. This section primarily focuses on insurance, leave, and payments or leave for professional development. This section does not cover leave mandated by law, such as compliance with the Family Medical Leave Act or as a result of work-place injury. It also does not cover liability insurance, which is mandated by state law. This section does not address payments that are defined as covering additional “time, responsibility, or incentives,” governed by supplemental contracts. Leave provisions do not include the number of days available to work for the union.

**Benefit Provisions:** Codes followed by a \$ and number indicate payment of a definite amount for that purpose; codes followed with a number and a % sign indicate that the district will pay up to and including that percentage of the cost.

H=Health insurance

D=Dental insurance

V=Vision insurance

LtD=Long-term disability insurance

Li=Life insurance

Note: These five are the basic plans that the district is required to fund before funding any other form of insurance. Plans are only listed if the premiums will or may be covered out of the employer’s benefits contribution. Any of these abbreviations without a symbol following indicates the provider is a WEA-approved plan. Any followed by an “\*” indicate the provider is not specified, or different plans are offered. Any followed by an “n” indicate that the provider is a provider not on the WEA-approved list.

Ins\*=Type and provider of insurance not specified.

Ortho=Orthodontic insurance (Often included with dental)

ADD=Accidental death and dismemberment insurance  
Cancer=Cancer insurance  
Salary=Salary insurance  
R/D=Reimbursement of deductibles for insurance costs.  
Long=Longevity bonus  
T=Tuition payments, followed by % or dollar amount.  
Le=Legal representation

**Leave Provisions:** Codes followed by a plain number indicate a variety of leave; unless otherwise specified, the leave is for that number of days. Leave for other amounts of time are coded with a small letter following the number:

m=months  
w=weeks

Leave followed by a number of days is a short-term leave allowed for the specified number of days. Leave followed by no code is long-term leave or leave that is to be agreed upon in the individual situation.

S=Sick leave.  
S+Fam+...=#=Total number of sick leave days, including types of leave which will be deducted from sick leave.  
Emerg=Emergency leave  
P=Personal leave  
Ber=Bereavement leave  
F=Funeral leave  
Health=Long-term leave for health  
Disab=Long-term leave for disability  
Mat=Maternity leave  
Pat=Paternity leave  
CC=Childcare leave  
Adopt=Adoption leave  
Fam=Family illness leave  
Ext. Fam=Leave for extended family illness  
Rel=Leave to attend religious activities  
CR=Civic responsibility leave for jury duty or testifying at trial  
Pol=Leave to campaign for or fulfill a political position  
CMSRV=Community service leave  
Prof=Professional leave  
Sab=Sabbatical leave  
Ex=Leave to work as exchange teacher  
LOA=Generic leave of absence  
Va=Vacation leave  
Bus=Business leave

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Aberdeen Sch Dist 5	4,181	AEA	1996-1999	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*, T=\$280	S+Emerg+P(2)+Mat+Pat(3)+Adopt=12; Ber; CR; LOA=90; LOA
Adna Sch Dist 226	557	AEA	1997-1999	Y	Y	Y	Y	N	P	N	Ins*	S+Emerg(1)+P(1)+Ber(5)+Mat+Fam(5)+CR(1)=12; CR=1; Prof=2; LOA
Almira Sch Dist 17	99	ATO	1999-2002*	N	N	Y	Y	N	P	N	Ins*, T	S+Emerg+Mat+Ber+Fam=12; P=3; Ber=5; Prof;
Anacortes Sch Dist 103	3,138	AEA	1998-2001	Y	Y	Y	Y	Y	P	AF, C	H, D(Ortho), V, LI	S+Mat+Fam=12; P/Rel=3; P/CMSRV=2; Emerg=2; Ber=5; Adopt=90; CR=14; Prof; LOA
Arlington Sch Dist 16	4,780	AEA	1995-1998	Y	Y	Y	Y	Y	P	AF, C, R	H*, D*, L*, LtD*	S+Emerg+Fam=12; P=2; Ber=5; Adopt=5; Rel=2; CR; Pol; LOA
Asotin-Anatone Sch Dist 402	608	AEA	1998-2001	Y	Y	Y	Y	Y	Y	AF, C	H*, D*, Le, T=100%	S+Ber+Mat+Pat+Fam=12; Emerg=2; P=2; Ber=5; Adopt; CR; Prof; Sab; LOA
Auburn Sch Dist 408	12,932	AEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	H, D, V, LIn; T=\$500	S+Emerg+Fam(3)=12; P=2; Ber=5; CC=1y; Adopt; CR; Prof; Sab; LOA
Bainbridge Island Sch Dist 303	3,883	BIEA	1999-2001	Y	Y	Y	Y	N	P	AF, R	H*, D*, LtD*, Ins*	S+Emerg(2)+Ber(1)+Adopt(20)+Fam=12; P=2; Ber=5; CR; Prof; LOA
Battle Ground Sch Dist 119	11,403	BGEA	1998-1999	Y	Y	Y	Y	N	Y	AF, R	H*, Dn, Vn, LIn, LtDn, Le	S+Emerg/Ext. Fam/CC(5)+Mat+Fam=12; P=3; Ber=5; CC=5; CR; Sab; LOA
Bellevue Sch Dist 405	15,438	BEA	1997-2000	Y	Y	Y	Y	Y	P	AF, R	H*, D*, LtD*, LI*, ADD*, T=100%	S+Emerg+P(1)+Mat+CC+Fam(1)=12; Ber=5; CC/Mat/Adopt; Rel=3; Prof=5; CR; Sab=66%; LOA
Bellingham Sch Dist 501	10,419	BEA	1997-1999	Y	Y	Y	Y	N	P	AF, C	H*, D, Vn, T=\$300	S+Emerg+Mat+Fam=12; P=2; Ber=5; Mat=2; Pat=2; CC=1y; Adopt=5; Fam=3; CR; Prof=1y; Sab=50%
Benge Sch Dist 122	9	None										
Bethel Sch Dist 403	15,581	BEA	1998-1999	Y	Y	Y	Y	N	P	AF, R	H*, D*, Sal*	S+Mat+Fam=12; Emerg+P(1)+F(1)+Pat(5)+Fam+Prof=6; Ber=4; CC; CR; Pol; LOA=2; LOA
Bickleton Sch Dist 203	100	None										
Blaine Sch Dist 503	1,914	BEA	1998-2003	Y	Y	Y	Y	Y	N	AF, R	H*, Dn, Vn, LIn, T=\$100	S+Emerg(2)=12; P=2; Ber+3; Mat; Adopt=1y; CR; Prof=1; LOA
Boisfort Sch Dist 234	127	NP										
Bremerton Sch Dist 100	6,138	BEA	1996-1999	Y	Y	Y	Y	Y	Y	AF, R	H*, D, V, LtDn, LI, T=\$365	S+Adopt(10)+Fam=12; S=20; P=3; Ber+Fam=5; Mat/Disab; Adopt=4; CR; Prof; LOA
Brewster Sch Dist 111	1,028	BEA	1997-2000	Y	Y	Y	Y	N	P	AF, C	Ins*	S+Emerg+Mat+Fam=12; Emerg; P=3; Ber=5; Prof; LOA
Bridgeport Sch Dist 75	700	BEA	1998-2000	Y	N	Y	Y	N	P	N	H*, D*, V*	S+Emerg+Mat+Pat(1)+Ber/Fam(5)=12; P=1; CR; Adopt=5, Adopt; Prof; Sab; LOA
Brinnon Sch Dist 46	66	None										
Burlington-Edison Sch Dist 100	3,510	BEEA	1998-2001	Y	Y	Y	Y	Y	N	AF	H*, D*, LtD*	S+Emerg(2)+Mat(60)+Pat+Adopt+Fam=12; P=2; Ber=6; Adopt=5; CR; Prof=1+; LOA
Camas Sch Dist 117	3,488	CEA	1997-2000	Y	Y	Y	Y	Y	Y	AF, R	H*, D, V, T	S+Emerg+Mat+Fam=12; P=2; Emerg=3; Ber=4; Mat; Pat=3; Adopt=10; CR; Pol; Long.=1 per 2 serv.; LOA=3; LOA

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Cape Flattery Sch Dist 401	697	CFEA	1997-2000	Y	Y	Y	Y	Y	N	AF, C	H*, D, V	S+Mat=10; P=2; Ber=5; CR; Prof; LOA
Carbonado Sch Dist 19	189	None										
Cascade Sch Dist 228	1,644	CEA	1997-1999	Y	Y	Y	Y	N	P	AF, C	H*, D*, V*, T	S+Emerg(2)+Mat(8w)+Pat(2)+Adopt(20)+Fam=12; P=2; Ber=3; Health; Mat; Adopt; CC; CR; CMSRV=3; Prof; LOA
Cashmere Sch Dist 222	1,634	CEA	1998-1999	Y	Y	Y	Y	Y	Y	AF	H, D, V	S+Emerg+Mat+Pat(5)+Fam(5)=12; P=3; Ber=4; CC; CR; Sab; LOA
Castle Rock Sch Dist 401	1,440	CREA	1998-2001	Y	Y	Y	Y	N	P	AF, R	H*, D, LI*, Le	S+Mat+Adopt(20); P=2; Ber=5; Mat; Adopt; Fam=2; CR; Prof=5; LOA
Centerville Sch Dist 215	90	CEA	1996-1999	Y	Y	Y	Y	N	P	AF	Ins*; T=\$125	S+Mat+Pat(7)+Fam=11; P=3; Health; Adopt; Prof; CR; LOA=4; LOA
Central Kitsap Sch Dist 401	13,707	CKEA	1998-2001	Y	Y	Y	Y	Y	Y	AF, C	Ins*, T	S+Emerg+Mat+CC/Adopt(6w)+Pat(3)=12; P=3; Ber=5; CR; Pol; Sab=100%; LOA
Central Valley Sch Dist 356	10,813	CVEA	1997-1999	Y	Y	Y	Y	Y	P	AF, C	H*, D(Ortho), V, LtDn, LIn	S+Emerg+Mat+Pat(5)+Adopt(5)=12; P=2; Ber=5; Health; Mat; Fam=5; CR; Prof; Sab=66%; LOA
Centralia Sch Dist 401	3,417	CEA	1997-2000	Y	Y	Y	Y	N	N	AF	H*, D(Ortho)*, V*	S+Emerg(1)+Mat=12; P=2; Ber=3; Mat; Adopt; CR; Prof; Sab
Chehalis Sch Dist 302	2,937	CEA	1998-1999*	Y	Y	Y	Y	N	Y	AF, R	Ins*	S+Emerg+Ber+Mat+Fam=14; P=2; Ber=10; Mat; CC/Adopt; CR; Sab
Cheney Sch Dist 360	3,509	CEA	1998-2001	Y	Y	Y	Y	N	N	R	Ins*, T=\$200	S+Emerg+Mat+Pat(2)+Fam=12; P=3; Ber=5; Mat; Adopt; CR; Pol; Prof; Sab; LOA
Chewelah Sch Dist 36	1,321	CEA	1998-2000	Y	Y	Y	Y	N	Y	AF, R	H*, D*, V*, LtD*	S+Emerg/Fam/CR(3)+P(1)+Ber+Mat+Pat(5)+Adopt(15)=12; P=1; Ber=5; CR; Sab; LOA=5
Chimacum Sch Dist 49	1,510	CEA	1997-1999	Y	Y	Y	Y	N	P	AF, R	H*, D, T	S+Mat=12; P=2; Ber+Fam=5; CR; Prof; Sab; LOA
Clarkston Sch Dist 250	3,043	CEA	1998-2001	Y	Y	Y	Y	Y	Y	AF, R	H*, D*, V*	S+Emerg+Mat+Fam(5)=12; P=6; Ber=5; Health; Pat=1; Adopt=5; CC; CR; Pol; Prof; Sab; LOA
Cle Elum-Roslyn Sch Dist 404	1,034	CE-REA	1997-2000	Y	Y	Y	Y	N	P	AF	Ins*	S+Emerg(5)+Mat(30)+Pat(5)+Fam=12; P=2; Ber=5; CC; CR; Prof; LOA
Clover Park Sch Dist 400	13,690	CPEA	1997-1998	Y	Y	Y	Y	N	P	AF, C	H*, D, V, LtDn, LIn	S+Mat+Pat+Adopt(30)+Fam(2)=12; P/Rel=2; Ber=5; Mat; Pat; Adopt; CR; Pol; Prof; Sab=50%
Colfax Sch Dist 300	792	CEA	1998-1999	Y	Y	Y	Y	N	Y	AF, C	H*, D*, T	S+Emerg+Mat(45)+Pat(5)+Adopt(5)+Fam=12; P=4; Ber; CR; Prof; Sab; LOA
College Place Sch Dist 250	895	WWVEA	1995-1997	Y	Y	Y	Y	Y	Y	AF, R	H, D(Ortho), V, Li; Le; T=\$475-700	S+Emerg(3)+Fam(12w)=12; P=2; Ber=5; Health; Mat; Sab; LOA
Colton Sch Dist 306	181	CEA	1999-2004	Y	N	Y	Y	N	Y	N	Ins*	S+Emerg+Mat+Fam=12; P=3; Ber=5; Mat; CR; Prof=2; Sab; LOA
Columbia Sch Dist 206	245	None										
Columbia Sch Dist 400	908	CEA	1996-1999	Y	Y	Y	Y	N	Y	AF, C	H*, D*, V*, T=\$200	S+Emerg+Mat(30)+Pat(1)+Adopt(5)+Fam=12; P=2; Ber=5; CR; Pol; Prof; Sab; LOA
Colville Sch Dist 115	2,473	CEA	1998-2001	Y	Y	Y	Y	N	P	AF, C	H*, D*, V*	S+Emerg(2)+P+Ber+Mat(5)+Pat(5)+Fam=12; P=4; Ber=4; CC; CR; Prof; LOA

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Concrete Sch Dist 11	955	USVEA	1996-1999	Y	Y	Y	Y	Y	P	AF, R	H*, D, V, LtD, LI, T=\$200	S+Emerg+Mat+Fam=12; P=1; Ber=3; Mat; Fam; CR; Prof; LOA;
Conway Sch Dist	479	CEA	1995-1998	Y	N	N	Y	N	N	N	Ins*	S=12; Emerg=2; P=2; Ber=4; Mat+Pat+Adopt+CC=90; Prof=2.5; Sab=50%; Vac; LOA
Cosmopolis Sch Dist 099	211	CEA	1998-2001	Y	N	Y	Y	N	N	N	Ins*	S+Emerg(5)+Mat=12; P=2; Ber=5; Prof; LOA
Coulee-Hartline Sch Dist 151	218	CHEA	1996-1999	Y	?	Y	Y	N	P	AF, C	H*, D*, T=\$500	S+Emerg+P(2)+Ber+Mat=12; LOA
Coupeville Sch Dist 204	1,159	CEA	1997-Cont.	Y	Y	Y	Y	N	N	AF, R	H*, D*, LI, SALn	S+Emerg+Mat=12; P=3; Ber=5; Fam=3; Sab=50%; LOA
Crescent Sch Dist 313	273	CEA	1998-2000	Y	N	Y	Y	N	Y	N	Ins*, T	S+Emerg(2)+Disab/Mat=12; P=2; Ber=5; Disab; Mat; Pat/Adopt=3; CR; Prof; LOA
Creston Sch Dist 073	121	CEA	1998-	Y	N	Y	Y	N	P	N	Ins*, T=\$280	S+Emerg+Pat(1)+Fam+Ext. Fam(3)+Ber(5)=12; P+Emerg=3; Mat; CC; Adopt; CR
Curlw Sch Dist 50	309	None										
Cusick Sch Dist 59	339	CEA	1995-1998	Y	Y	Y	Y	N	P	AF, R	Ins*	S+Mat+Pat(5)=12; P=3; Ber=5; Mat; CR; Prof; Sab
Damman Sch Dist 007	44	None										
Darrington Sch Dist 330	646	DEA	1997-1999	Y	N	Y	Y	N	P	N	Ins*, T	S+Mat+Fam=12; Emerg=3; P=3; Ber=5; Mat; Adopt; CR; Prof; Sab
Davenport Sch Dist 207	462	DEA	1998-2001	Y	N	Y	Y	Y	N	N	Ins*, T=\$150	S+Emerg+Ber+Mat=12; P=3; Ber=5; CR; Sab
Dayton Sch Dist 2	696	CCEA	1997-2000	Y	Y	N	Y	N	P	AF, R	Ins; T	S+Emerg=12; P=2; Ber=7; Emerg=5; CR; Prof; LOA
Deer Park Sch Dist 414	1,869	DPEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*, LtD, LI*	S+Mat+Adopt+Fam=12; Emerg=3; P=2; Ber=10; Disab; Mat+Adopt=3; Pat=3; CR; Prof; LOA
Dieringer Sch Dist 343	1,068	DEA	1999-2000	Y	N	Y	Y	N	P	N	H*, D*, V*, LI*, T=\$900	S+Mat=12; P=2; Ber=8; Adopt=1; Fam=5; CR; Prof; LOA
Dixie Sch Dist 101	31	None										
East Valley Sch Dist 361	4,890	EVEA	1998-2000	Y	Y	Y	Y	Y	N	AF, C	Ins*, T=\$420	S+Emerg+Mat+Fam=12; P=2; Ber=10; Health; CR; Sab=50%; LOA
East Valley Sch Dist 90	2,364	EVEA	1999-2001*	Y	Y	Y	Y	N	Y	AF, C	H*, D*, T	S+Mat+Pat(5)+Fam=12; Emerg=5; P=2; Ber=3; Adopt=5, Adopt; CR; Prof; LOA
Eastmont Sch Dist 206	4,967	EEA	1998-2002	Y	Y	Y	Y	Y	Y	AF, R	H, D, LtD*, Le, T	S+Emerg+Mat+Adopt+Fam=12; P=1; Ber=5; CC; CR; Sab=50%; LOA
Easton Sch Dist 28	102	EEA	1996-1999	Y	Y	Y	Y	N	P	AF, C	H*, D*, V*, LI*	S+Emerg(5)+Mat=12; Ber=5; P=2; Mat; Adopt; CR; Prof; LOA
Eatonville Sch Dist 404	2,096	EEA	1997-1999	Y	N	Y	Y	N	P	N	H*, D(Ortho), T=\$600	S+Mat+Fam=12; Emerg/Pat=1; P=2 Mat; Ber=5; CR; Sab=66%; LOA
Edmonds Sch Dist	21,925	EEA	1998-2001	Y	Y	Y	Y	N	Y	AF, R	H*, D*, V*, LtD*, Long	S+Emerg(2)+Fam(3)=12; P=2; Pat/Adopt=1; Ber=3; F=1; Health; CC; Fam=3; CR; Pol; Prof; Sab=60%
Ellensburg Sch Dist 401	2,954	EEA	1997-2002	Y	Y	Y	Y	N	P	AF, R	H, D, V	S+Emerg+Mat+Adopt(7)+Fam=12; P=1; Ber=5; CR; Prof; Prof=1; Sab=50%; LOA

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Elma Sch Dist 68	2,102	ETO	1997-1999	Y	Y	Y	Y	N	P	N	H, D, V	S+Emerg+Mat(60)+Fam=12; P=2; Ber=5; CC/Adopt; CR; Sab=50%; LOA
Endicott Sch Dist 308	144	EEA	1997-2000	Y	N	Y	Y	N	P	N	H*, D, V*	S+Emerg+Ber+Mat(60)+Adopt+Fam=12; P=2; Ber=5; CR; Sab=50%; LOA
Entiat Sch Dist 127	401	EEA	1999-2002	Y	Y	Y	N	N	N	AF	H*, D*, T	S+Emerg=12; P=2; CR; Prof; LOA
Enumclaw Sch Dist 216	5,258	EEA	1998-2001	Y	Y	Y	Y	N	P	AF, R	D(Ortho), V, Lt*	S+Fam=12; Emerg/P/RST=3; Ber=5; Mat; Pat; Adopt=3; Fam=5; CR; LOA
Ephrata Sch Dist 165	2,346	EEA	1996-1998	Y	N	Y	Y	N	Y	N	D*, V*, Ins*, T	S+Emerg+Ber+Pat+Adopt+Fam=12; P=2; Mat=6w; CC; CR; Pol; Sab=50%; LOA
Evaline Sch Dist 36	41	None										
Everett Sch Dist 2	18,423	EEA/UT	1998-2000	Y	Y	Y	Y	N	P	AF, C	Ins*	S+Emerg/Fam(6)+Mat+Adopt(12)=12; P(1)+Pat/Adopt/F(2)=3; Ber=5; Mat; CC; CR; Pol; Prof; Sab=65%; LOA
Evergreen Sch Dist 114	19,800	EEA	1999*	Y	Y	Y	Y	N	P	AF, R	H*, D(Ortho), V*, LtDn, Lln	S+Emerg=12; P=4; Ber=4; Disab; Mat/Pat=2; Adopt=2; Rel=1; CR; Prof; LOA
Evergreen Sch Dist 205	31	None										
Federal Way Sch Dist 210	21,944	FWEA	1997-2000	Y	Y	Y	Y	Y	N	AF, R	Ins*, R/D, T	S+Emerg(1)=12; P=1; Emerg=2; Ber=5; CR; Prof; Sab; LOA
Ferndale Sch Dist 502	5,184	FEA	1997-1999	Y	Y	Y	Y	N	N	AF, R	D*, V*, LtD*	S+Emerg+P(2)=12; Ber=3; CC; Fam; CR; Prof; Sab=50%; LOA
Fife Sch Dist 417	2,818	FEA	1997-1999	Y	Y	Y	Y	N	P	AF, R	Ins*, Le	S+Emerg+Mat+Pat/Adopt(5)+Fam+ExtFam(5)=12; P=2; Ber=5; CR; Prof; Sab; LOA
Finley Sch Dist 53	1,197	FEA	1995-1998	Y	Y	Y	Y	N	Y	AF, C,	H, D, Vn, ADD, SALn, T	S+Emerg+Mat+Fam(5)+CC+=12; P=2; Ber=5; Adopt=30; CR; Prof; LOA
Franklin Pierce Sch Dist 402	7,191	FPEA	1996-1999	Y	N	Y	Y	N	P	AF, R	H*, D*, V*, CR; Pol; LOA	S+Fam=12; P=1; Ber=4; Disab; Mat; Adopt; CR; LOA
Freeman Sch Dist 358	919	FEA	1996-1999	Y	Y	Y	Y	Y	P	AF, C	Hn, D, V, T=\$300	S+Emerg(5)+Mat+Pat(1)+Adopt=12; P=1; Ber=5; Mat; Adopt; CR; Prof; LOA
Garfield Sch Dist 302	202	GPEA	1993-1995	Y	Y	Y	Y	N	P	AF	Ins*	S+Emerg+Mat+Pat=12; P=2; Ber=5; Mat; CR; Adopt; Prof=2; LOA
Glenwood Sch Dist 401	123	None										
Goldendale Sch Dist 404	1,289	GEA	1997-2000	N	Y	Y	Y	N	Y	AF, C	H*, D*, V*, T	S+Emerg+Mat+Fam=12; P=1; Ber=5; Mat; Adopt=3; Adopt; CR; Prof; Sab; LOA
Grand Coulee Dam Sch Dist 301	937	GCDEA	1998-2001	Y	Y	Y	Y	N	P	AF, R	H, D(Ortho), V, T	S+Emerg+Mat+Pat+Fam+Adopt=12; P=3; Ber=5; Disab; Mat; CC; Adopt; CR; Prof; Sab; LOA
Grandview Sch Dist 200	2,962	GEA	1998-2000	Y	Y	Y	Y	N	Y	AF, R	Ins*	S+Emerg+Mat+Pat+Fam+Ber(2)=12; P=2; Ber=3; Adopt; CR; Prof; Sab; LOA
Granger Sch Dist 204	1,321	GEA	1997-2000	Y	Y	Y	Y	N	P	AF, C	H, D, V, T	S+Emerg+Mat+Pat(2)=12; P=2; Ber=3; Mat=60; Adopt=3; Fam=3; CR; Pol; LOA
Granite Falls Sch Dist 332	2,041	GFEA	1997-2000	Y	N	Y	Y	N	P	N	H*, D, LtD, T=\$250	S+Emerg+Mat=12; P=2; Ber=3; Mat; Pat=2; CC; Adopt; Fam=3; CR; Prof; LOA
Grapeview Sch Dist	189	GEA	1995-1998	Y	N	Y	Y	N	P	N	H*, D*, V*, T	S+Emerg+P(2)+Pat(5)=12; Ber=2; Mat; CR; Prof; LOA
Great Northern Sch Dist 312	49	GNEA	1992-1995	Y	Y	Y	Y	N	N	AF, R	H*, D*, LtD*	S+Emerg+Mat=12; P=2 Ber=5; Mat; CR; Prof; LOA

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Green Mountain Sch Dist 103	123	NP										
Griffin Sch Dist	643	GEA	1996-1998	Y	Y	Y	N	N	P	AF, C	H*, D, V*, LtD*, LIn, T=\$600	S+Emerg+Mat+Fam=12; P=2; Ber=3; CR; LOA
Harrington Sch Dist 204	171	HEA	1997-1999	Y	Y	Y	Y	N	Y	AF, R	H*, D*, V*, T	S+Mat+Pat+Fam=12; P=2; Emerg; Ber; Mat; Pat; CR
Highland Sch Dist 203	1,236	HEA	1998-2001	Y	Y	Y	Y	N	Y	AF, C	H*, D*, V*, T	S+Emerg+Mat+Pat+Adopt(5)+Fam=12; P=2; Ber=5; Mat; Adopt; CR; Prof=1; Sab; LOA
Highline Sch Dist 401	18,771	HEA	1997-1999	Y	Y	Y	Y	N	Y	R	H*, Dn, Vn, LtD, Ins*	S+Emerg(5)+P(4)+Mat+Fam=12; Ber=4; Pat; Adopt; CR; Pol; Prof; Sab=66%; LOA
Hockinson Sch Dist 98	1,252	HEA	1996-1999	Y	Y	Y	Y	N	Y	AF, R	H*, D*, Vn, LtD*, LIn, Cancer	S+Emerg+Fam=12; P=2; Ber=3; Disab; Mat; CC; CR; Sab=40%; LOA
Hood Canal Sch Dist 404	383	HCEA	1996-1999	Y	N	Y	Y	N	N	N	H*, D*, V*	S+Emerg+Mat=12; P=2; Ber=5; Mat; Prof=1; CR; Sab=50%; LOA
Hoquiam Sch Dist 28	2,290	HTA	1998-2001	Y	Y	Y	Y	Y	P	AF, R	Ins*; T	S+P(3)+Emerg+Mat+Pat+Adopt+Fam=12; Disab; Mat; Pat; Adopt; CR; LOA
Inchelium Sch Dist	259	IEA	1996-1999	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*	S+Fam=12; P=3; Ber=5; CR; P prof; LOA
Index Sch Dist 63	56	None										
Issaquah Sch Dist 411	13,566	IEA	1997-1999	Y	Y	Y	Y	N	Y	AF, R	H*, D*, V*, LtD*, LI*, T	S+Emerg+Mat(30)+Adopt(3w)+Fam=12; P=2; Ber=5; CC; Rel=2; CR; Prof; LOA
Kahlorus Sch Dist 56	92	KEA	1997-1999	Y	N	Y	Y	Y	Y	N	H, D, V, T=\$288	S+Emerg+Mat+Pat(2)+Fam=12; P=2; Ber=5; Mat; Prof; CR; LOA
Kalama Sch Dist 402	948	KEA	1997-2000	Y	Y	Y	Y	N	P	AF, C	H, D, V, T=\$850	S+Emerg+P(2)+Ber(5)+Mat+Fam=12; Mat; Adopt=6m; CR; Sab
Keller Sch Dist 33	41	None										
Kelso Sch Dist 458	5,245	KEA	1997-2001	Y	Y	Y	Y	N	N	AF, R	H*, D*, V*, LtD*, LI*, T	S+Emerg(5)+P(5)+Mat/Adopt(6w)+Ber(2)=12; Ber=3; Fam=5; CR; CSRV; Prof; Sab=50%; LOA
Kennewick Sch Dist 17	13,518	KEA	1997-1999	Y	Y	Y	Y	N	Y	AF, R	H*, Dn, V, LtDn, LI, Le, T	S+Emer+Pat(5)+Mat=12; P=2; Ber=5; Mat; Adopt; CR; Pol; Prof; LOA
Kent Sch Dist 415	25,901	KEA	1996-1999	Y	Y	Y	Y	N	P	AF, R	H*, D, LtD, LI, Le, T	S+Emerg+Mat+Fam=12; P=3; Ber=3; Disab; Mat; Adopt; CR; Pol; Prof; LOA
Kettle Falls Sch Dist 212	904	KFEA	1996-2000	Y	Y	Y	Y	N	Y	AF, R	Ins*, T=\$4000(dist)	S+Emerg(3)+Mat+Pat(5)+Fam=12; P=2; Ber=5; Mat; CR; Prof=1; Sab
Kiona-Benton Sch Dist 52	1,688	KBEA	1997-2001	Y	Y	Y	Y	N	Y	AF, C	H*, D, V, Ins*	S+Emerg+Ber+Mat(12w)+Fam=12; P=2; Ber=5; Disab; CR; Prof; LOA
Kirtitas Sch Dist 403	576	KEA	1997-2000	Y	Y	Y	Y	Y	Y	AF, C	Ins*	S+Emerg+Mat+Pat+Adopt+Fam=12; P=2; Ber=5; CR; Prof; LOA
Klickitat Sch Dist 402	174	KEA	1999-2002	Y	Y	Y	Y	N	Y	N	Ins*	S+Emerg+Mat+Pat+Fam=12; P=3; Ber=3; Mat; CR; Prof;
La Center Sch Dist 101	1,388	LCEA	1999-2002	Y	Y	Y	Y	N	P	AF, R	Ins*, T=\$300	S+Emerg+Mat(30)+Pat(2)+Fam=12; P=2; Ber=3; Mat; CC; Adopt=2; Rel; CR; LOA
La Conner Sch Dist 311	684	LCEA	1998-2001	Y	Y	Y	Y	Y	P	AF, R	H*, D, V,	S+Emerg+Mat+Pat(2w)=12; P=2; Ber=5; F; Prof; Sab=50%; LOA
Lacrosse Sch Dist 126	159	LEA	1998-2001	Y	N	Y	Y	N	N	N	H*, D*, V*	S+Emerg+Mat=12; P=2; Mat; CR

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Lake Chelan Sch Dist 129	1,468	LCEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*, T=\$400	S+Mat+Pat(10)+Fam=12; P=2; Emerg=5; Ber=5; CC; CR; Sab
Lake Stevens Sch Dist 4	6,321	LSEA	1998-2001	Y	Y	Y	Y	Y	P	AF, R	H*, D, Vn, LtDn, T\$2163-2251 (bldg)	S+Emerg(6)+Fam=12; P=3; Ber=3; Mat=1y; Pat=3; CC=1y; Adopt=3; CR; Prof; LOA
Lake Washington Sch Dist 41	24,492	LWEA	1996-1999	Y	Y	Y	Y	N	Y	AF, R	H*, D*, LtD*, LI*	S+Emerg+Fam=12; P=3; Disab=1y; Adopt=5; CC=2; Fam; Rel=2; CR; Pol=1; Prof=5; LOA
Lakewood Sch Dist 306	2,465	LEA	1998-2001	Y	Y	Y	Y	N	P	AF, C	Ins*; T=\$250	S+Emerg+Mat+Fam=12; P=2; Ber=5; CR; LOA
Lamont Sch Dist 264	40	SLEA	1998-2002	Y	N	N	Y	N	P	N	Ins*	S+Emerg+Fam+Pat(1)=12; P=2; Ber=5; Mat=6m; Adopt=6m; CR; Prof; LOA
Liberty Sch Dist 362	659	LEA	1994-1999	Y	Y	Y	Y	N	P	AF, R	H*, D, SALn, ADDn, CANCERn, T=\$425	S+Emerg(4)+Ber(4)+Mat+Pat+Adopt(2m)=12; P=2; CR; Prof; LOA
Lind Sch Dist 158	241	LEA	1997-2002	Y	N	Y	Y	N	P	N	H*, D*, V*	S+Emerg+Fam+Mat+Adopt(20)+Pat(3)=12; P=4; Ber=5; CR; Mat; Adopt; Fam; CR; LOA
Longview Sch Dist 122	7,765	LEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	H*, Dn, Vn, LtDn, T=\$78,000(dist)	S+Emerg+Mat+Pat/Adopt(3)+Adopt(6w)+Fam+Prof(1)=12; P=2; Ber=5; Mat; CR; Sab; LOA
Loon Lake Sch Dist 183	163	LLEA	1995-1997*	Y	N	Y	Y	N	Y	N	Ins*	S+Emerg+Mat+Ber=12; P=3; Mat; CR; LOA
Lopez Island Sch Dist	283	LEA	1997-1999	Y	Y	Y	Y	Y	Y	AF, C	H*, V, LI, LtD	S+Emerg+Pat+Mat+Fam=12; P=2; Ber=5; CR; CC; Sab
Lyle Sch Dist 406	453	LEA	1998-2000	Y	N	Y	Y	N	P	N	Ins*	S+Emerg(5)+Mat(60)+Pat(5)+Adopt(60)+Fam=12; P=2; Ber=5; CR; Prof; LOA
Lynden Sch Dist 504	2,598	LEA	1996-1999	Y	Y	Y	Y	Y	P	AF, R	H*, D*, V*	S+Emerg+Mat+Fam=12; Ber=3; F=1; CR; Prof; LOA
Mabron Sch Dist 120	988	MEA	1996-1999	Y	Y	Y	Y	N	Y	AF, C	H, D, V	S+Emerg+Mat+Pat+Fam=12; P=2; Ber=3; Mat=1y; Adopt; Prof; Sab; LOA
Mansfield Sch Dist	122	MTA	1997-2000	Y	N	Y	N	N	Y	N	Ins*	S+Emerg+Mat+Pat(5)+Fam=12; P=2; Ber=5; CR; Prof; LOA
Manson Sch Dist 19	692	MEA	1994-1996	Y	N	Y	Y	N	P	N	H*, D, V*	S+Emerg+Adopt/CC(12w)+Fam=12; P=2; Ber=5; CR; LOA
Mary M Knight Sch Dist 311	239	MMKEA	1998-2001	Y	Y	Y	Y	Y	P	AF, R	H*, D(Ortho), V*, Ins*	S+Ber(3)+Mat+Adopt(5)+Fam=12; P=2; Mat/Disab; CR; Sab=50%; LOA
Mary Walker Sch Dist 207	583	MWEA	1999-2000	Y	N	N	Y	N	N	N	Ins*	S+Emerg(2)+Mat+Pat(5)+Adopt(5)+Fam=12; P=2; Mat; Adopt; Sab
Marysville Sch Dist 25	11,367	MEA	1998-2000	Y	Y	Y	Y	Y	Y	AF, R	D*, V*, LtD*, LI*, T=\$150	S+Emerg/Mat/CR/Bus(6)+Pat/Adopt(6)+Fam(3)=12; P=1; Ber=5; Disab; Mat; CC; CR; Pol; Prof; Sab=50%; LOA
McCleary Sch Dist 66	276	MEA	1999-2002	Y	Y	Y	Y	N	N	AF	H, D*, V*, Ins*, T	S+Emerg(3)+Mat(6w)+Fam(12)=12; P=1; Ber=3; Mat; CR; Prof; Sab;
Mead Sch Dist 354	8,019	MEA	1997-2000	Y	Y	Y	Y	N	N	AF, R	D*, LtD*, LI*, Le	S+Ber+Mat=12; Emerg; P=3; Ber=5; CC; CR; GCom; Sab; LOA
Medical Lake Sch Dist 326	2,484	MLEA	1996-1999	Y	Y	Y	Y	N	N	AF, R	H*, D*, LtD*, SAL*, T	S+Emerg/Pat/Adopt(5)+Mat(8w)=12; P=3; Ber=5; CR; Prof; LOA
Mercer Island Sch Dist 400	4,148	MEA	1999-2000	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*, LtD*, T	S+Emerg+Mat+Fam=12; P=3; Ber=10; Mat; Rel=1; CR; Prof; Sab(70%); LOA



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Meridian Sch Dist 505	1,553	MEA	1997-1999	Y	Y	Y	Y	Y	P	AF	D*, V*, T=\$1000	S+Emerg+Mat+Fam=12; P=2; Ber=5; CC; CR; LOA
Methow Valley Sch Dist 350	759	MVEA	1996-2000	Y	Y	Y	Y	N	Y	AF, C	H*, D*, LtD*, LI*	S+Emerg+P(5)+Mat+Fam=12; Ber=5; CR; Prof; LOA
Mill A Sch Dist 31	81	MAEA	1997-1999	Y	N	Y	Y	N	P	N	H, D, Ortho, V, LtD, LI	S+Emerg+Mat+Fam=12; P=2; Ber=5; CR; Sab=50%; LOA
Monroe Sch Dist 103	5,360	MEA	1999-2002	Y	Y	Y	Y	N	Y	AF, R	H*, D*, V*, T	S+Emerg+Mat+Fam(3)=12; P=2; Ber=5; Mat; Pat; Adopt; Pat+Adopt=3; CR; Sab=50%; LOA
Montesano Sch Dist 66	1,492	MEA	1998-2001	Y	Y	Y	Y	N	P	C	D, V, LtD*, LI*, Cancer, SAL*, Le, T=\$30,000(dist)	S+Emerg/Ber/Fam(3)+Mat/Pat=12; P=2; CR; Prof; LOA
Morton Sch Dist 214	518	MEA	1999-2002	Y	N	Y	Y	N	Y	N	H, D, V	S+Emerg+Mat+Pat=12; P=3; Ber+Pat+Fam=5; Health; Mat=30; CR; Pol; Prof; Sab
Moses Lake Dist 161	6,482	MLEA	1996-1998	Y	Y	Y	Y	N	Y	AF, C	H, D (Ortho), V, T	S+Fam=12; Emerg; P=2; Ber=5; CR; Prof; Sab=5%; LOA
Mossyrock Sch Dist 206	657	MEA	1997-2000	Y	N	Y	Y	N	N	N	Ins*	S+Emerg+Ber+Mat+Fam=12; Ber=12; P=2; Sab; LOA
Mount Adams Sch Dist 209	1,234	MAEA	1997-2000	Y	Y	Y	Y	N	P	AF, C	H, D(ortho), V	S+Emerg+P(1)+Fam(3)=12; P; Ber=5; Mat; Adopt=3; Adopt; CR; Prof; Sab; LOA
Mount Baker Sch Dist 507	2,232	MBEA	1998-2001	Y	Y	Y	Y	N	N	AF, R	H*, D*	S+Emerg(3)+Mat+Adopt(5)+Fam=12; P=2; Ber=3; Fam; CR; Sab=100%
Mount Pleasant Sch Dist 29-93	50	None										
Mount Vernon Sch Dist 320	5,471	MVEA	1997-1999	Y	Y	Y	Y	N	N	AF	Ins*, T	S+Emerg(6)+Mat=12; P=1; Ber=2; Health; Mat/Disab=45; Mat/Pat=90; CC; Adopt=90; CR; Prof; Sab=50%; LOA
Mukilteo Sch Dist 6	13,297	MEA	1997-1999	Y	Y	Y	Y	Y	P	AF, R	H*, D*, LI, ADD, Ins*	S+Emerg+Mat+Pat(2)+Fam=12; P=2; Ber=5; Mat; Pat/CC; Adopt=3; Adopt; CR; Pol; Ex; Sab=50%; LOA
Naches Valley Sch Dist 3	1,582	NVEA	1996-1999	Y	Y	Y	Y	N	P	AF, C	H*, D*, V*, LtD*, LI*, T	S+Emerg+Mat+Pat+Adopt(15)+Fam=12; P=2; Ber=5; Mat; Adopt; CR; Prof; LOA
Napavine Sch Dist 14	712	NEA	-1999	Y	Y	Y	Y	Y	P	AF, C	H*, D	S+Emerg+Mat+Fam=12; P=2 Ber=5; Mat; CC; CR; Prof; Sab
Naselle Grays River Valley 155	457	NGREA	1998-2001	Y	Y	Y	Y	N	Y	AF, C	H, D, V	S+Emerg+Mat+Pat(1)=12; P=3; Mat; CR; LOA
Nespelem Sch Dist 14	212	NEA	1996-1999	Y	Y	Y	Y	N	P	AF, R	H*, D(ortho)*; V; LtD	S+Emerg+MatFam=12; P=3; Ber=3; CR; Prof; LOA
Newport Sch Dist 56	1,401	NEA	1999-2000	Y	Y	Y	Y	N	P	AF, R	H, D, T	S+Emerg(3)+Mat(30)+Pat/Adopt(5)+Fam=12; Ber(5)+Prof(2)+P/Fam(3)=9; Mat; CR; Sab(NP); Long; LOA
Nine Mile Falls Sch Dist 325	1,552	NMEA	1996-1999	Y	Y	Y	Y	N	P	AF, R	H*, D(ortho), V*	S+Emerg+Mat/Adopt(6w+Pat(5)+Adopt(5)+Fam=12; P=5; Ber=3; CC; CR; Prof; LOA
Nooksack Valley Sch Dist 506	1,836	NVEA	1998-2001	Y	Y	N	Y	Y	P	AF, R	Ins*	S+P(2)+Mat/Adopt(30)+Pat(3)+Fam=12; Ber=5; CC; CR; Prof

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
North Beach Sch Dist 64	715	NBEA	1998-1999	Y	Y	Y	Y	Y	Y	AF, R	H, D, V, Ins*	S+Mat=12; Emerg; P=2; Mat; Pat=1; Adopt=3; Adopt; Fam=2; CR; Prof;
North Franklin Sch Dist 51	1,945	NFEA	1997-2000	Y	Y	Y	Y	Y	Y	AF	H, D(Ortho), V, LI, T=\$10,000(dist)	S+Emerg+Ber+Mat+Pat(1)+Adopt(10)+Fam=12; P=2; Ber=5; Mar; CR; Pol; Prof; Sab=50%; Ex; LOA
North Kirsap Sch Dist 400	7,054	NKEA	1998-2000	Y	Y	Y	Y	N	Y	AF, R	H*, D*, LI*	S+Ber(5)+Mat+Fam(5)=12; P=2; Ber=5; Pat=1; Adopt=6; CR; Pol; Sab=100%; LOA
North Mason Sch Dist 403	2,430	NMEA	1998-2001	Y	Y	Y	Y	Y	Y	AF, C	Ins*; T	S+Emerg(3)=12; P=2; Ber=3; F=1; CR; Prof=1; Sab=50%; LOA
North River Sch Dist 200	54	NREA	1996-2001	Y	Y	Y	Y	N	N	AF	H*, D*, V*	S+Mat+Pat+Adopt+Fam=12; P=2; Ber; Mat; CR; Prof; LOA; Sab=50%
North Thurston Sch Dist 3	13,116	NTEA	1998-2001	Y	Y	Y	Y	Y	P	AF, R	D*, V*, LI*	S+Mat+Pat(4)+Adopt+Fam(3)=12; P=2; Ber=3; Mat; Adopt; CR; Prof; Sab=33%; LOA
Northport Sch Dist 211	234	NEA	1996-1999	Y	N	Y	Y	Y	Y	N	Ins*	S+Mat+Pat(3)=12; P=2; Ber=3; Adopt=4; CR; Prof; Sab; LOA
Northshore Sch Dist 417	20,097	NEA	1998-2000*	Y	Y	Y	Y	N	Y	AF	H*, D*, V*, LID*, LI*, T	S+Emerg+Fam+Mat(30)+Pat+Adopt=12; P=2; Ber=5; Disab; Mat; Pat; CC; Adopt; Rel; CR; Prof; Sab
Oak Harbor Sch Dist 201	6,535	OHEA	1998-	Y	Y	Y	Y	Y	P	AF, R	H*, D*, SALn, LI, Ins*, T	S+Emerg+Ber+Mat+Fam=12; P=2; Disab; CC; Adopt; CR; Pol; Prof; Ex; Sab=50%; LOA=10, LOA
Oakdale Sch Dist 324	179	OEA	1998-1999	N	N	N	N	N	N	N	H*, D*, V*, T\$250	S=12; P=2; CR
Oakville Sch Dist 400	351	OEA	1997-2001	Y	N	Y	Y	N	N	N	H*, D*, V*	S+Emerg(12)+Mat+Fam(5)=12; Ber; P=2; Prof; LOA
Ocean Beach Sch Dist 101	1,394	OBEA	1997-2000	Y	Y	Y	Y	N	Y	AF, R	D, V, Ins*, T=\$16,000	S+Emerg+Mat+Fam+Ber(6)+Adopt(5)=12; P=2; Mat; CC; CR; LOA
Ocoosa Sch Dist 172	862	OEA	1997-2000	Y	Y	Y	Y	Y	Y	AF	H*, D*, V*, Le;	S+Emerg(2)+Ber+Mat(6w)=12; P=2; Mat(18w); CR; Prof=1; Sab
Odessa Sch Dist 105	361	OEA	1997-2000	Y	N	Y	Y	Y	P	N	Ins*	S+Emerg+Ber+Mat+Fam=12; P=3; Mat/Disab; Adopt=6m; CR; Prof; Sab=50%; LOA
Okanogan Sch Dist 105	1,076	OEA	1997-2000	Y	Y	Y	Y	N	P	AF, C	H*, D*, V*, T	S+Emerg+Mat+Fam=12; P=1; Ber=5; CC; CR; Prof; Sab=50%; LOA
Olympia Sch Dist 111	9,102	OEA	1997-2000	Y	Y	Y	Y	N	P	AF	H*, D, V, T=\$1,200	S+Emerg+Disab+Pat+Adopt+Fam=12; P=2; Ber=5; Disab; CR; CC; Adopt; Rel=2; Sab
Omak Sch Dist 19	2,223	OEA	1997-2003	Y	Y	Y	Y	N	Y	AF, C	H*, D*, T	S+Mat+Adopt+Fam=12; P=2; Emerg/Ber/Fam=5; Mat; Adopt; CR; Prof; LOA
Onalaska Sch Dist 300	985	OEA	1998-2001	Y	Y	Y	Y	N	Y	AF, C	H*, D*, V*, Ins*, T	S+P(2)+Emerg+Ber+Mat+Fam+CR=12; Ber=3; CR; Prof; LOA
Onion Creek Sch Dist 30	67	None										
Orcas Island Sch Dist 137	630	OEA	1998-2000*	Y	N	Y	Y	Y	Y	N	Hn, D, V, Ins*, T	S+Mat+Adopt(6)+Fam(5)=12; Emerg=3; P=2; Ber=5; Mar; Adopt; CC; CR; Prof; LOA
Orchard Prairie Sch Dist 123	53	None										

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Orient Sch Dist 65	109	None										
Orondo Sch Dist 13	277	OEA	1997-2000	Y	Y	Y	Y	N	P	AF, C	H*	S+Emerg+Mat+Adopt+Fam=12; Ber=5; P=2; CR; Prof; LOA;
Oroville Sch Dist 410	884	OEA	1997-2000	Y	Y	Y	Y	N	Y	AF, C	H, D, Vn, Le	S+Emerg(2)+Ber(5)+Mat+Pat/Adopt(1)+Fam=12; Mat; CR; Prof=3; Sab=\$100; LOA
Orting Sch Dist 344	1,770	OEA	1997-2000	Y	Y	Y	Y	N	N	AF, R	H*	S+Emerg+Mat+Fam=12; P=1; Ber=5; CR; Prof=2; Sab=50%; LOA
Orthello Sch Dist 147	2,977	OEA	1997-1998	Y	Y	Y	Y	Y	Y	AF, R	H, D, V, Ins*, T=\$15,000(dist)	S+Emerg+Mat+Fam(4)=12; P=2; Ber=5; Mat; Adopt; CR; Prof; Sab=50%; LOA
Palisades Sch Dist 102	58	None										
Palouse Sch Dist 301	278	GPEA	1993-1995	Y	Y	Y	Y	N	P	AF	Ins*	S+Emerg+Mat+Pat=12; P=2; Ber=5; Mat; CR; Adopt; Prof=2; LOA
Pasco Sch Dist 1	8,392	PEA	1997-1999	Y	Y	Y	Y	Y	Y	AF, C	H*, Dn, V, LtD*, LI, Le, Long	S+Emerg(5)+Mat+Fam=12; P=3; Ber=5; Disab=15; Mat; Adopt; CR; Sab=50%; Ex; LOA; Long.
Pareros Sch Dist 122	359	PEA	1997-2000	Y	Y	Y	Y	N	Y	AF, R	H*, D*, T	S+Emerg+Mat+Adopt(5)+Fam=12; Ber=5; CR; Prof; LOA
Paterson Sch Dist 50	80	None										
Pe Ell Sch Dist 301	322	PEA	1998-2000	Y	Y	Y	Y	N	P	N	H*, D(ortho), V, T=\$150	S+Emerg+Mat(30)+Fam=12; P=2; Ber=5; Mat; CR; Prof=2; LOA
Peninsula Sch Dist 401	9,653	PEA	1998-2000	Y	Y	Y	Y	Y	Y	AF	H*, D(ortho)*, V*, LI*, LtD*	S+Emerg+P(2)+Pat(2)+Adopt(2)+Mat=12; CR; Prof; LOA
Pioneer Sch Dist 402	883	PEA	1998-2000	Y	N	N	Y	Y	Y	N	H*, D, T=\$300	S+Emerg+Mat+Fam(5)=12; P+Emerg=2; Ber=5; Mat; Pat; Adopt; CR; Prof=1; LOA
Pomeroy Sch Dist 110	474	GCEA	1997-2000	Y	N	Y	Y	N	Y	N	Ins*, Le	S+Emerg(1)+Ber+Mat+Fam=12; P=2.5; Ber=3; Adopt=3; CR; LOA
Port Angeles Sch Dist 121	5,210	PAEA	1997-1999	Y	Y	Y	Y	Y	N	AF	H; D; V; LI; T	S+Mat+Adopt(10)=10; P+Emerg(2)=4; Ber+Fam=3; Mat; Disab; CR; Prof; LOA
Port Townsend Sch Dist 50	1,797	PTEA	1998-2001	Y	Y	Y	Y	Y	N	AF, R	H*, D(Ortho)	S+Emerg+Mat+Pat(3)=12; P=2; Ber=5; Mat; Adopt; Fam=3; CR; Prof; Sab=50%; LOA
Prescott Sch Dist 402-37	290	PEA	1999-2001	Y	N	Y	Y	N	Y	N	Ins*, Le, T	S+Mat+Fam=12; Ber=5, P=2; CR; Prof; LOA
Prosser Sch Dist 116	2,821	PEA	1997-1999	Y	Y	Y	Y	N	Y	AF, C	H*, D, V	S+Emerg+Mat+Pat+Fam+Long(1)=12; P=2; Ber=5; F=1; CR; Prof; Sab=50%; LOA
Pullman Sch Dist 267	2,287	PEA	*	Y	N	Y	Y	Y	P	N	Ins*	S+Emerg+Mat+Pat/Adopt(2)+Fam=12; P=3; Ber=3; Mat; Pat; Adopt; CR; Prof; Sab=50%; LOA
Puyallup Sch Dist 3	19,591	PEA	1998-2001	Y	Y	Y	Y	N	P	AF, R	Ins*, T	S+Emerg+Mat=12; P=1; Ber=5; Mat; Pat/Adopt=5; Adopt; Fam=5; CR; Prof; LOA
Queets-Clearwater Sch Dist	42	NP										
Quilcene Sch Dist 20	324	QEA	1998-2000	Y	Y	Y	Y	Y	N	AF, C	H*, D, T=\$400	S+Emerg+P(3)+Mat+Fam(5)=12; Ber=5; Mat; Disab; CR; Prof; LOA
Quillayute Valley Sch Dist 402	1,562	FEA	1996-1999	Y	Y	Y	Y	Y	P	AF, R	H*, D, Vn	S+Fam+Adopt(3)=10; Emerg+Fam+Mat+Fam=2; P=1; Ber=3; Disab; Adopt; CR; LOA
Quinault Lake Sch Dist 97	273	NP										

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Quincy Sch Dist 144	2,263	QEA	1997-2000	Y	Y	Y	Y	Y	Y	AF,C	Ins*; T=\$400	S+Emerg+P(2)+Mat+Pat(3)+Adopt+Fam=12; P=1; Ber=5; CR; Prof; LOA
Rainier Sch Dist 307	960	REA	1998-2001	Y	Y	Y	Y	N	N	AF, C	H*, D*	S+Emerg+ P(1)+Mat=12; P=1; Ber=3; Mat; CC; Adopt; CR; Sab
Raymond Sch Dist 116	677	REA	1998-2000	Y	Y	Y	Y	N	P	AF, R	H, D, Ortho*, V*, T	S+Emerg+Mat+Adopt(4w)+Fam=12; P=2; Ber=5; Mat=3m; CR; Sab
Reardan-Edwall Sch Dist 9	640	REEA	1998-2001	Y	N	Y	Y	Y	Y	N	H*, D*, V*, LrD*, LI*, SAL*	S+Emerg+Mat+Pat/Adopt(3)+Fam(3)=12; P=4; Ber=5; CC; CR; Prof; Sab=50%; LOA
Renton Sch Dist. 403	12,532	REA	1995-1998	Y	Y	Y	Y	N	P	AF,R,C	H*, D(Ortho), V, LrDn, LI/ADDn,	S+Emerg(6)+Disab+Mat+Fam=12; P=3; Disab; Ber=5; Mat; Pat=2; Adopt; CC; CR; Pol; Prof; Ex; LOA
Republic Sch Dist 309	544	REA	1994-1997	Y	Y	Y	Y	N	Y	AF, C	Ins*	S+Mat+Pat=12; P=3; Ber=6; Mat; Pat; CC; CR; Prof=1; Sab; LOA
Richland Sch Dist 400	9,111	REA	1995-1999	Y	Y	Y	Y	N	Y	AF, C	H*, Dn, V, LI/ADD, SAL	S+Emerg+Mat(90)=12; P=2; Ber=5; Mat; Adopt=19; Fam+Rel=3; CR; Prof; Sab; LOA
Ridgefield Sch Dist 122	1,809	REA	1995-1998	Y	Y	Y	Y	N	P	AF, R	Ins*	S+Emerg+Fam=12; P=2; Ber=5; Health; Mat; Pat=1; Adopt=2; Sab
Ritzville Sch Dist 160	444	REA	1997-2000	Y	Y	Y	Y	N	P	AF, R	Ins*	S+Emerg+Mat=12; P=3; Ber=5; Mat; CR; LOA
Riverside Sch Dist 416	2,297	REA	1996-1999	Y	Y	Y	Y	Y	Y	AF, R	H*, D*, V*	S+Emerg+P(2)+Mat+Adopt(5)=12; P=1; Mat; Sab=20%
Riverview Sch Dist 407	3,010	REA	Rat.-2001*	Y	Y	N	Y	N	P	AF, R	D*, Ins*, T=\$120	S+Mat=12; Emerg; P=2; Ber; Pat; Mat; Prof; CR; LOA
Rochester Sch Dist	2,168	REA	1998-2000	Y	N	Y	Y	N	P	N	H, D, V, LrD, SAL	S+Emerg+Mat+Pat(5)+Fam(10)=12; P=1; Ber=5; CR; LOA
Roosevelt Sch Dist 403	17	None										
Rosalia Sch Dist 320	293	REA	1993-1999	Y	N	Y	Y	N	P	N	H*, V*, D*, LI*, T=\$1500	S+Emerg+Mat/Adopt+Pat/Adopt(3)+Fam=12; P=2; Ber=3; CR; Prof; LOA
Royal Sch Dist 160	1,327	REA	1996-1999	Y	Y	Y	Y	Y	N	AF, C	H*, D, V,	S+Emerg+Mat+Pat(2)+Fam=12; P=2; Ber=5; Mat; Fam=5; Prof; CR; LOA
San Juan Island Sch Dist 149	1,002	SJEA	1997-1999	Y	Y	Y	Y	N	N	AF	H*, D*, V*, T	S+Emerg+Mat=12; P=2; Ber=5; Mat; Adopt; CC; CR; Sab; LOA
Satsop Sch Dist 104	64	None										
Seattle Sch Dist 1	48,280	SEA	1997-2000	Y	Y	Y	Y	Y	Y	AF, R	Ins*; Le	S+Emerg+P/Rel(2)+Mat+Fam=12; Ber=5; Health; Adopt=7; CC; CR; Pol; Prof; Sab=50%; LOA
Sedro-Woolley Sch Dist 101	4,229	SWEA	1995-1998	Y	Y	Y	Y	N	P	AF,R	H*, D, V, LrDn	S+Emerg+Mat=12; P=1; Ber=5; Adopt=5; Fam=10; CR; CSRV; Prof; Sab; LOA
Selah Sch Dist 119	3,721	SEA	1998-2001	Y	Y	Y	Y	Y	Y	AF, C	H*, D*, V*	S+Emerg+Mat+Pat/Adopt(1)+Fam=12; P+Emerg=2; Ber=5; Mat; Adopt; CC; CR; Pol; Prof; Sab; LOA
Selkirk Sch Dist 70	434	SEA	1996-1999	Y	Y	Y	Y	N	P	AF, C	Ins*; T	S+Emerg+Ber+Mat+Pat+Adopt+Fam=12; P=3; Ber=5; CC; CR; Prof; Sab; LOA
Sequim Sch Dist 323	2,890	SEA	1998-1999	Y	Y	Y	Y	Y	N	AF, R	H*, D*, V*, LrD*, LI*	S+Mat+Adopt=12; P=2; Ber=5; Disab/Fam=10; Mat/Adopt; Pat/Adopt=3; Prof; Sab=50%; LOA

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Shaw Island Sch Dist 10	18	None										
Shelton Sch Dist 309	4,153	SEA	1999-2001	Y	N	Y	Y	N	P	N	H*, D(Ortho), V, T=\$100	S+Mat=12; P=4; Ber=5; CC; CR; Pol; Prof; Sab=66%; LOA=5, LOA
Shoreline Sch Dist 412	10,265	SEA	1997-1999	Y	Y	Y	Y	Y	Y	AF, R	D*, LtD*, LI*, Le	S+Fam=12; P=3; Ber=5; Disab; Mat; CC; Adopt=5; Sab=100%; LOA
Skamania Sch Dist 2	94	None										
Skykomish Sch Dist 404	95	SKEA	1998-2006	Y	Y	Y	Y	N	Y	N	H*, D, V	S+Emerg+Mat+Pat/Adopt(3)+Fam(3)=12; P=3; Ber=5; Mat; CR; Prof; LOA
Snohomish Sch Dist 201	8,642	SEA	1996-1999	Y	Y	Y	Y	N	Y	AF, C, R	H*, D*, LtD*, LI*, T=\$200	S+Emerg+Mat/Pat(30)+Adopt(30)+Fam+Ext Fam(3)=12; P=2; Ber=5; Disab; CC; CR; Prof; Sab=50%; LOA
Snoqualmie Valley Sch Dist 410	4,409	SEA	1996-1999	Y	Y	Y	Y	Y	P	AF, R	H*, D*, V*, LtD*, LI*	S+Emerg(3)+Mat=12; P=2; Ber=5; Disab; Mat; CR; LOA
Soap Lake Sch Dist 156	554	SLEA	1998-2001	Y	Y	Y	Y	N	Y	AF, C	H, D, V	S+Emerg+Mat+Fam=12; P=2; Ber=5; CC; CR; Pol; Prof; LOA
South Bend Sch Dist 118	516	SBEA	1997-2000	Y	Y	Y	Y	N	N	AF, R	H, D, V*, Lin	S+Fam=12; P=2; Prof
South Kitsap Sch Dist 402	11,649	SKEA	1998-1999	Y	Y	Y	Y	Y	P	AF, R	D*, V*, LtD*, LI*, T	S+Emerg/Fam(3)+Mat=12; P=3; Ber=5; Mat; Disab; Fam; CR; Prof; Sab=50%; LOA
South Whidbey Sch Dist 206	2,381	SWEA	1998-2000	Y	Y	Y	Y	Y	P	AF, C	H*, D, Salary, LI, Cancer, T=\$300	S+Emerg+Adopt(3)+Fam=12; P=2; Ber+Fam=5; F=1; CR; Prof; Sab=50%; LOA
Southside Sch Dist 042	251	SEA	1997-2000	Y	N	Y	Y	Y	P	N	H*, D(Ortho), Vn, LtD*, LI*, SAL*, T=\$250	S+Emerg+Mat+Fam=14; P=3; Ber=5; CR; Prof=2; LOA
Spokane Sch Dist 81	32,403	SEA	1998-2001	Y	Y	Y	Y	N	Y	AF, R	H*, D*, V*, LtD*, LI*, Le, T	S+Emerg+Mat(30)+CC/Adopt(30)+Fam+CR =12; P=2; Ber=5; CR; Pol; CMSRV; Prof; Sab=50%; LOA
Sprague Sch Dist 8	140	SLEA	1998-2002	Y	N	Y	Y	N	P	N	Ins*	S+Emerg+Fam+Pat(1)=12; P=2; Ber=5; Mat=6m; Adopt=6m; CR; Prof; LOA
St John Sch Dist 322	215	SJEA	1997-2000	Y	N	Y	Y	N	P	N	Ins*	S+Emerg(4)+Ber=12; P=2; Ber=3; Mat; CC; CR; Prof; LOA
Stanwood Sch Dist 401	5,033	SEA	1997-2000	Y	N	Y	Y	Y	P	N	H*, D*, V*, LtD*, LI*, T	S+Emerg+Fam+Mat=12; P=2; Ber=5; Mat=6m; Adopt=6m; CR; Prof; LOA
Star Sch Dist 54	7	None										
Starbuck Sch Dist 35	24	None										
Stehkin Sch Dist 69	12	None										
Steilacoom Historical Sch Dist	1,832	SEA	1998-1999*	Y	N	Y	Y	N	P	N	D(Ortho), V, LtD*, LI	S+Mat+Adopt (6w)+Fam=12; P=2; Ber=3; Mat; Adopt; LOA
Steptoe Sch Dist 304	31	None										
Stevenson-Carson Sch Dist 303	1,130	SCEA	1997-2000	Y	Y	Y	Y	N	N	AF, R	H*, D*, V*, T	S+Emerg+P(2)+Ber(5)+Mat+Fam=12; Mat; CR; Prof; LOA
Sultan Sch Dist 201	2,125	SEA	1995-1997	Y	Y	Y	Y	Y	P	AF, R	H*, D*, V*, LtD, T	S+Emerg+Mat+Pat=12; P=3; Ber=5; Disab; CR; Prof=2; Sab; LOA
Summit Valley Sch Dist	81	None										
Summer Sch Dist 320	7,618	SEA	1996-2000	Y	Y	Y	Y	N	Y	AF, R	H*, D(ortho)*, V*, LtD*, LI*	S+Emerg(2)+Mat+Fam=12; P=2; Ber=4; Health; Adopt=1; Adopt; CR; Prof; Sab=50%; LOA

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Sunnyside Sch Dist 201	5,134	SEA	1999-2001	Y	Y	Y	Y	Y	Y	AF, C	Ins*, T=\$250	S+Emerg+Mat(30)+Pat(2)+Fam=12; P=2; Ber=5; Disab; Mat; Adopt; CR; Prof; Sab; LOA
Tacoma Public Schs	32,940	TEA	1998-2001	Y	Y	Y	Y	Y	P	AF, C	Ins*, T	S+Emerg+Mat=12; P=2; Ber=5; Mat; Pat; Adopt; Fam=3; CR; Pol; Prof; Sab=50%; LOA
Taholah Sch Dist 77	254	TEA	1999-2001	Y	Y	Y	Y	N	P	AF, C	H, D	S+Emerg+Fam=12; P=3; Ber=3; CR; Sab=50%; LOA
Tahoma Sch Dist 409	5,879	TEA	1998-	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*, LtD*, LI*	S+(Emerg(3)+P+Prof=7)+Ber+Mat+Pat/Adopt(3)+Fam=12; Ber+Ext. Fam(3)=5; CR; Pol; LOA
Tekoa Sch Dist 265	232	TEA	1999-2002	Y	Y	Y	Y	N	P	N	H*, D*, Ortho*, V*	S+Emerg+Mat+Pat(2)+Fam=12; P=2; Ber=3; CR; Sab; LOA
Tenino Sch Dist 402	1,554	TEA	1997-1999	Y	Y	Y	Y	Y	P	AF	H*, D	S+Emerg(3)+Fam(5)+Mat+Pat(5)+Adopt(10)=12; Ber=5; Mat/Adopt; CR; Prof; Long; LOA
Thorp Sch Dist 400	199	TEA	1996-1999	Y	Y	Y	Y	N	P	N	Ins*	S+Emerg/Pat(5)+Mat+Fam=12; P=2; Ber=5; Mat; Adopt=2, Adopt=90; CR; Prof; LOA
Toledo Sch Dist 237	984	TEA	1997-1999	Y	Y	Y	Y	N	P	AF, R	H*, D*, V*	S+Emerg+P(2)+Mat+Fam=12; Ber CR; LOA
Tonasket Sch Dist 404	1,312	TEA	1999-2002	Y	Y	Y	Y	N	Y	AF, R	H, D	S+Mat+Fam=12; P+Emerg=4; Ber=7; Mat; Pat=2; Adopt=5; CC; CR; LOA
Toppenish Sch Dist 202	3,509	TEA	1995-1998	Y	Y	Y	Y	N	P	AF, C	H*, Dn, Vn	S+Emerg+Mat+Pat+Fam=12; P=2; Ber=5; Adopt; CR; Prof; Sab=100%; LOA
Touchet Sch Dist 300	276	NP										
Toutle Lake Sch Dist 130	700	TLEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	Ins*, T	S+Mat/Pat/Adopt(3)+CC(6w)+Fam=12; Emerg; P=2; Ber=5; Disab; CR; Prof; LOA
Trout Lake Sch Dist 400	184	TLEA	1999-	Y	Y	Y	Y	N	P	AF	H*, D*, V*	S+Emerg-P(1)+Mat+Pat(7)+Adopt+CC+Fam=12; P=2; Ber=5; Mat; Adopt; CC; CR; Prof; S+P+Mat+Fam(3)=12; Ber=5; Disab; Pat=3; Adopt=3; Rel=2; CR; Prof; LOA
Tukwila Sch Dist 406	2,563	TEA	1997-1999	Y	Y	Y	Y	N	P	AF, C	H*, D, V*, LtD*	S+Emerg+Mat+Pat(4)+Adopt(4)+Fam=12; P=2; Ber=5; Health; CR; Pol; Prof; Sab=33%; Prof; Long=1 per y over 15; LOA
Tumwater Sch Dist 33	6,182	TEA	1996-1999	Y	Y	Y	Y	Y	Y	AF, R	H*, D(Ortho)*, V*, LtD*	S+Emerg+Mat+Pat/Adopt(3)+Fam=12; P=2; Ber=5; Mat; CR; Prof; Sab; LOA
Union Gap Sch Dist 2	575	UGEA	1994-1999	Y	Y	Y	Y	Y	Y	AF, R	H*, D, V, T	S+Emerg+Mat+Pat/Adopt(3)+Fam=12; P=2; Ber=5; Mat; CR; Prof; Sab; LOA
University Place Sch Dist 8	5,142	UPEA	1996-	Y	Y	Y	Y	N	P	AF, C	Ins*	S+Emerg(3)+Mat+Pat(30)+Adopt(30)=12; P=1; Ber=5; Adopt=5; Fam=4; CR; Prof; LOA
Vader Sch Dist 18	95	VEA	1998-2000	Y	N	Y	Y	N	P	N	H, D, V, LI, Cancer, T=\$400	S+Mat+Fam+P(2)=12; P=3; Ber=9; Fam=5; CR; LOA
Valley Sch Dist 070	154	VEA	1998-2001	Y	N	Y	Y	N	P	N	Ins*	S+Emerg+Ber+Mat=12; P=2; CR; CMSRV; Prof; LOA
Vancouver Sch Dist 37	21,454	VEA	1998-2000	Y	Y	Y	Y	Y	Y	AF, R	Ins*, Le, T=\$500	S+Emerg+P+Mat+Fam=12; P=4; Ber=3; Pat=1; Adopt=5; Rel=2; CR; Prof=5; Sab=66%; LOA
Vashon Island Sch Dist 402	1,681	VEA	1998-2001	Y	Y	Y	Y	Y	P	AF, R	Ins*	Discretionary leave=12; Ber=5; F=1; CC; CR; Sab=66%; LOA
Wahkiakum Sch Dist 200	551	WCEA	1997-1999	Y	Y	Y	N	N	Y	AF, C	Ins*, T=\$200	S+Emerg+Mat+Pat(2)+Adopt(3)+Fam=12; P=4; Ber=5; Mat; CR; LOA

School Dist	Enrollment	Union	Effective Dates	ER	AS	JC	SC	PB	MS	Emp. R	Benefits	Leave
Wahluke Sch Dist 73	1,321	WEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	Ins*	S+Emerg+Mat+Adopt+Fam=12; P=2; Ber=5; LOA
Waitsburg Sch Dist 401	409	None										
Walla Walla Sch Dist 140	6,372	WVVEA	1997-1999	Y	Y	Y	Y	N	Y	AF, R	H*, Dn, V, Le	S+Emerg+Mat=12; P=2; Ber=3; CR; Prof=1; Sab; Long; LOA
Wapato Sch Dist 207	3,402	WEA	1998-	Y	Y	Y	Y	Y	Y	AF, C	Ins*	S+Mat+Fam=12; Emerg; P=2; Ber=5; Disab; Mat/CC; Adopt; CR; Prof; Sab; LOA
Warden Sch Dist 146	977	WEA	1998-2000	Y	Y	Y	Y	Y	Y	N	Ins*	S+Emerg+Mat+Pat+Adopt+Fam=12; P=2; Ber=5; CR; LOA
Washougal Sch Dist 112-6	2,582	WAE	1997-2000	Y	Y	Y	Y	N	P	AF, R	Ins*; Le; T=\$300	S+Emerg+Mat+Fam=12; Ber=4; P=2; Mat; Adopt; CR; CMSRV; LOA
Washtucna Sch Dist 109-43	106	WEA	1996-1999	Y	N	Y	Y	Y	P	N	H, D, V, LI*, LtD*	S+P/Emerg/Fam(3)+Mat=12; LOA
Waterville Sch Dist 209	389	None										
Wellpinit Sch Dist 49	381	WEA	1996-2001	Y	N	Y	Y	N	N	N	H*, D*	S+Emerg+Mat+Pat+Fam=12; Ber=5; CR
Wenatchee Sch Dist 246	7,271	WenEA	1997-2000	Y	Y	Y	Y	N	P	AF	H, D, V, T=\$450	S+Emerg+Mat+Fam=12; P=2; Ber=5; Adopt=3; CC; CR; LOA
West Valley Sch Dist 208	4,613	WVVEA	1996-1999	Y	Y	Y	Y	N	P	AF, R	Ins*, T	S+Emerg+Mat+Pat+Adopt(13)+Fam=12; P=2; Ber=5; CR; Prof; LOA=5; LOA
West Valley Sch Dist 363	3,786	WVVEA	1997-1999	Y	Y	Y	Y	Y	P	AF, R	H*, D*, LI*, LtD*	S+Emerg+Mat+Pat(3)+Adopt(15)+Fam=12; P=3; Ber=5; CR; Pol; Prof; Sab=50%; Flex=4; LOA
White Pass Sch Dist 303	920	WPEA	1998-2000	Y	N	Y	Y	N	N	N	H, D, V, LtD	S+Emerg+Mat+Pat(3)+Fam=12; P=2; Ber=5; Mat; CR; Prof; LOA
White River Sch Dist 416	3,991	WREA	1998-2001	Y	Y	Y	Y	Y	Y	AF, R	Ins*	S+Emerg+Fam=12; P=2; Ber=5; Fam=2; CR; Sab=75%; LOA
White Salmon Valley Sch Dist 4	1,340	WSEA	1997-1999	Y	Y	Y	Y	Y	P	AF, C	Hn, Dn, Vn, Lin	S+Mat(60)+Pat(5)=12; Emerg=5; P=3; Ber=5; Adopt; CR; Prof; Sab=75%; LOA
Wilbur Sch Dist 200	337	WTA	1997-1999	Y	Y	Y	Y	N	P	AF, R	Ins*	S+Emerg+Mat+Pat(1)+Fam=12; P=2; CR; Prof; LOA
Willapa Valley Sch Dist 160	496	NP										
Wilson Creek Sch Dist 167	141	WCEA	1999-2002	Y	Y	Y	Y	N	Y	AF, C	Ins*; T	S+Emerg+Mat+Adopt+Fam=12; P=2; Ber=5; CR; Prof; LOA
Winlock Sch Dist 232	821	WEA	1998-2001	Y	Y	Y	Y	Y	Y	AF	H*, D	S+Mat+Pat(5)+Adopt(5)+Fam=12; Emerg=2; P=2; Ber=5; CR; Prof=2; Sab; LOA
Wishkah Valley Sch Dist 117	256	WEA	1998-1999	Y	N	Y	Y	N	P	N	H*, D*, V*, T=50%	S+Emerg(5)+Mat+Fam=12; P=2; CR; Pol; Prof; LOA
Wishram Sch Dist 94	79	WEA	1996-1999	Y	Y	Y	Y	N	Y	N	Ins*, A	S+Emerg(5)+Ber+Mat+Pat+Fam=12; P=2; Ber=5; CR; Adopt=3; Adopt; Prof; LOA
Woodland Sch Dist 404	1,833	WEA	1997-2000	Y	Y	Y	Y	N	P	AF, R	H*, Ins*, T=\$400	S+Emerg+Mat=12; P=2; Ber/Fam=3; Emerg=1h; CR; LOA
Yakima Sch Dist 7	13,943	YEA	1997-1999	Y	Y	Y	Y	Y	Y	AF, R	Ins*, T	S+Fam+Mat=12; P=1; Ber=5; Mat; Mat/Pat=1; Fam=3; CR; Adopt=3; Pol; Sab(NP); Ex; LOA
Yelm Community Schs	4,306	YEA	1997-2000	Y	Y	Y	Y	N	P	AF	D*	S+Emerg(12)+Mat+Pat+Fam=12; P=1; Ber=5; Mat; CR; LOA
Zillah Sch Dist 205	1,194	ZEA	1997-2000	Y	Y	Y	Y	N	N	AF, R	Ins*	S+Emerg+P(1)+Ber(1)+Mat+Pat+Fam=12; P=1; Mat; Adopt=3; Adopt; CR; CMSRV; Prof; Sab=50%; LOA

# APPENDIX B: 1997–98 SELECTED FINANCIAL DATA

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## Sources:

### ***Student/Teacher Ratio:***

(Pupils per Certificated Instructional Staff in Basic Education)

Superintendent of Public Instruction, *School District Personnel Summary Finances*, (1997–98)

“Table 45-1: Comparison of Basic Education Certificated FTE Staff with FTE Pupils”

### ***Financial Data:***

Superintendent of Public Instruction, *School District and Educational Service District Financial Reporting Summary*, (1997–98)

“Washington State School Districts Percentage by Source of Total General Fund Revenues and Other Financing Sources”

“Washington State School Districts Total General Fund Expenditures Per FTE Enrollment”



District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio	District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio
Aberdeen	3,931	6,105	180	6,021	195	20	Clover Park	12,586	6,784	105	6,707	106	19
Adna	545	6,078	186	6,247	153	19	Colfax	779	6,179	165	6,291	144	20
Almira	95	14,005	9	13,027	10	7	College Place	873	6,485	123	6,590	116	17
Anacortes	2,966	6,017	203	6,162	168	20	Colton	180	9,211	48	9,275	45	14
Arlington	4,424	5,690	264	5,726	255	21	Columbia	214	9,317	45	9,057	48	20
Asotin	605	6,873	98	6,552	118	17	Columbia	867	6,181	163	6,087	181	14
Auburn	12,264	5,703	262	5,693	260	19	Colville	2,468	5,752	254	5,881	228	21
Bainbridge	3,616	5,703	263	5,601	268	20	Concrete	853	6,110	178	6,061	189	20
Battle Ground	10,626	5,314	291	5,191	292	22	Conway	464	6,079	185	6,296	143	19
Bellevue	14,947	6,430	131	6,484	123	19	Cosmopolis	193	6,463	125	6,333	139	19
Bellingham	9,869	5,934	220	5,922	216	19	Coulee-Hartline	243	8,869	53	8,515	60	14
Benge	8	26,809	1	26,889	1	4	Coupeville	1,173	5,391	288	5,250	290	19
Bethel	14,608	5,734	259	5,902	223	21	Crescent	249	9,310	46	8,519	59	14
Bickleton	91	12,945	16	12,614	12	7	Creston	116	12,377	18	12,397	13	10
Blaine	1,729	6,263	149	6,326	140	19	Curlew	298	7,070	93	7,373	81	15
Boisfort	131	7,610	76	7,758	72	15	Cusick	349	7,608	78	7,523	77	18
Bremerton	6,123	6,282	146	6,272	148	19	Damman	37	5,472	284	8,446	61	18
Brewster	908	6,258	152	6,228	157	17	Darrington	624	7,788	68	7,941	69	19
Bridgeport	687	6,389	137	6,430	128	17	Davenport	456	7,073	91	6,942	97	17
Brimnon	75	10,137	33	10,089	31	16	Dayton	692	6,445	128	6,195	162	19
Burlington-Ed.	3,252	6,196	159	6,266	149	20	Deer Park	1,821	6,016	204	6,018	196	20
Camas	3,160	5,953	214	5,910	219	21	Dieringer	1,021	6,048	195	6,105	174	21
Cape Flattery	609	9,697	40	9,619	39	14	Dixie	37	13,682	12	11,832	18	13
Carbonado	179	7,158	89	7,063	92	16	East Valley	4,613	6,188	162	6,284	146	19
Cascade	1,568	5,967	210	5,821	239	20	East Valley	2,206	5,789	246	5,774	247	20
Cashmere	1,570	5,637	274	5,542	277	20	Eastmont	4,718	5,935	219	5,879	231	21
Castle Rock	1,373	5,624	276	5,539	278	21	Easton	98	13,853	11	13,098	9	10
Centerville	84	7,914	66	7,678	74	19	Eatonville	2,021	5,750	255	5,667	263	20
Central Kitsap	13,237	5,941	215	5,960	205	20	Edmonds	20,913	5,961	213	5,927	213	20
Central Valley	10,389	6,055	191	6,055	190	20	Ellensburg	2,710	6,962	94	7,046	93	20
Centralia	3,262	6,449	127	6,259	151	20	Elma	2,026	5,768	249	5,781	246	21
Chehalis	2,746	6,802	104	6,714	105	20	Endicott	140	11,437	22	10,802	27	12
Cheney	3,285	6,515	120	6,524	121	19	Entiat	378	6,488	122	6,616	113	16
Chewelah	1,274	5,393	287	5,490	281	20	Enumclaw	5,040	5,826	239	5,611	267	21
Chimacum	1,464	5,912	228	5,862	235	20	Ephrata	2,277	5,726	260	5,697	258	20
Clarkston	3,058	5,831	238	5,799	243	21	Evaline	43	6,368	138	6,177	165	21
Cle Elum-Ros.	996	5,465	285	5,183	293	20	Everett	17,340	6,173	168	6,220	158	20

District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio	District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio
Evergreen	31	10,811	30	11,326	23	16	Klickitat	165	9,382	44	9,572	40	13
Evergreen	18,714	5,939	217	5,958	207	20	La Center	1,254	5,144	293	5,084	294	20
Federal Way	20,455	5,752	253	5,796	244	19	La Conner	691	8,685	59	8,654	55	17
Ferndale	4,662	5,789	247	5,771	248	20	Lacrosse Joint	153	11,211	28	10,937	26	10
Fife	2,579	6,043	196	5,980	203	20	Lake Chelan	1,341	7,610	77	7,849	70	20
Finley	1,150	5,869	231	6,065	187	19	Lake Stevens	5,797	5,619	277	5,537	279	21
Franklin P.	6,711	6,041	197	6,063	188	21	Lake Wash.	23,691	5,798	243	5,831	238	20
Freeman	929	5,510	282	5,479	283	19	Lakewood	2,194	6,065	188	5,923	215	22
Garfield	166	11,597	21	12,125	15	11	Lamont	41	13,171	14	12,953	11	11
Glenwood	126	9,930	37	9,407	43	13	Liberty	690	6,538	118	6,389	130	17
Goldendale	1,256	5,995	206	5,985	201	19	Lind	241	8,867	54	8,917	49	15
Grand Coulee	933	7,626	75	7,540	76	18	Longview	7,304	6,332	141	6,542	119	19
Grandview	2,794	5,808	242	5,708	256	21	Loon Lake	163	7,713	72	7,946	68	20
Granger	1,217	6,509	121	6,595	114	21	Lopez Island	270	9,937	36	10,010	33	13
Granite Falls	1,776	5,654	269	5,651	265	19	Lyle	409	6,834	101	7,089	91	60
Grapeview	180	6,531	119	6,619	112	16	Lynden	2,461	5,604	278	5,570	273	20
Great North.	85	3,816	296	3,838	296	13	Mabton	901	6,180	164	5,801	242	20
Green Mount.	111	6,128	174	5,948	209	16	Mansfield	116	12,336	19	11,480	21	12
Griffin	612	6,285	145	5,902	222	20	Manson	623	8,999	51	9,180	47	20
Harrington	169	9,884	38	9,986	35	12	Mary M Knight	211	8,840	56	8,915	50	12
Highland	1,118	6,327	142	6,199	159	20	Mary Walker	554	6,455	126	6,380	133	18
Highline	18,051	6,106	179	6,098	177	20	Marysville	10,361	6,132	173	6,124	172	20
Hockinson	1,248	6,102	181	5,880	229	19	McCleary	288	6,068	187	5,697	259	20
Hood Canal	429	6,707	109	6,505	122	20	Mead	7,626	5,848	235	5,878	232	19
Hoquiam	2,233	6,540	117	6,286	145	20	Medical Lake	2,373	6,158	170	5,949	208	18
Inchelium	256	10,671	31	9,908	36	14	Mercer Island	3,888	6,253	153	6,245	154	19
Index	37	18,774	5	19,641	4	16	Meridian	1,444	5,661	268	5,564	275	21
Issaquah	12,429	5,840	236	5,915	218	21	Methow Valley	770	6,396	135	6,069	185	20
Kahlotus	96	14,120	8	12,301	14	9	Mill A	84	9,674	41	8,634	56	16
Kalama	878	5,448	286	5,347	286	19	Monroe	4,819	5,780	248	5,665	264	21
Keller	49	14,672	7	15,539	7	14	Montesano	1,479	5,560	280	5,839	237	19
Kelso	5,067	6,150	171	6,196	160	19	Morton	520	6,112	177	5,765	251	20
Kennewick	13,231	6,132	172	6,082	184	21	Mosses Lake	6,125	5,748	256	5,680	262	20
Kent	24,674	5,923	224	6,022	194	20	Mossyrock	614	6,195	160	6,188	163	17
Kettle Falls	879	5,743	257	5,743	253	19	Mount Adams	1,227	7,142	90	7,159	88	20
Kiona-Benton	1,641	5,562	279	5,301	289	21	Mount Baker	2,087	6,293	144	6,186	164	20
Kirritas	559	6,926	97	6,857	98	18	Mount Vernon	5,159	5,904	229	6,083	183	20

District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio	District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio
Mt. Pleasant	54	7,778	69	7,406	79	18	Pasco	7,589	6,475	124	6,352	136	19
Mukilteo	13,282	5,624	275	5,581	272	19	Pateros	337	7,259	87	7,331	84	16
Naches Valley	1,472	5,741	258	5,874	234	19	Paterson	68	6,622	113	7,175	87	19
Napavine	663	5,644	272	5,570	274	19	Pe Ell	317	6,576	116	7,134	90	15
Naselle-Grays	487	8,269	62	8,148	65	18	Peninsula	9,235	5,963	212	5,763	252	20
Nespelem	212	10,849	29	10,725	28	18	Pioneer	849	5,812	241	5,924	214	19
Newport	1,448	5,793	244	5,895	225	20	Pomeroy	457	6,957	96	7,033	94	17
Nine Mile Fall	1,435	5,864	232	5,889	226	21	Port Angeles	5,110	5,886	230	5,880	230	20
Nooksack Val.	1,766	6,194	161	6,306	142	19	Port Townsend	1,831	5,680	267	5,627	266	20
North Beach	678	6,958	95	7,012	96	20	Prescott	274	9,252	47	9,487	41	12
North Franklin	1,852	6,690	111	6,707	107	19	Prosser	2,711	6,225	156	6,119	173	20
North Kitsap	6,686	6,262	150	6,086	182	20	Pullman	2,190	6,051	193	6,255	152	19
North Mason	2,358	5,966	211	5,921	217	19	Puyallup	18,383	5,757	252	5,740	254	20
North River	51	19,788	4	19,069	5	5	Queets-Clear.	49	13,105	15	11,382	22	20
North Thurston	12,588	6,061	189	6,132	170	18	Quilcene	290	7,530	82	7,641	75	16
Northport	238	7,408	85	7,204	86	16	Quillayute	1,566	6,833	102	6,830	99	19
Northshore	19,287	5,987	207	6,173	166	20	Quinault	259	7,828	67	8,523	58	13
Oak Harbor	6,099	5,336	290	5,302	288	20	Quincy	2,105	5,932	222	5,707	257	20
Oakesdale	177	11,376	24	11,093	25	14	Rainier	876	6,119	175	6,165	167	19
Oakville	350	8,075	63	8,021	66	18	Raymond	666	7,343	86	7,142	89	20
Ocean Beach	1,388	6,684	112	6,476	125	20	Reardan	623	6,840	100	6,743	103	17
Ocosta	882	6,174	167	5,996	198	20	Renton	11,919	5,930	223	6,010	197	21
Odessa	347	8,024	64	8,005	67	17	Republic	544	5,683	265	5,685	261	18
Okanogan	1,101	6,353	139	6,235	156	21	Richland	8,720	5,824	240	5,599	269	20
Olympia	8,775	6,024	200	6,470	126	20	Ridgefield	1,716	5,116	295	5,032	295	22
Omak	2,195	6,100	182	5,931	212	17	Ritzville	443	7,606	79	7,699	73	15
Onalaska	977	5,920	225	5,807	240	22	Riverside	2,172	6,163	169	6,342	138	20
Onion Creek	59	9,516	42	9,190	46	16	Riverview	2,820	5,851	234	5,907	220	20
Orcas Island	566	6,780	107	6,683	109	17	Rochester	2,007	6,705	110	6,679	110	20
Orchard Prairie	44	9,486	43	10,077	32	13	Roosevelt	11	24,326	2	23,052	2	7
Orient	99	7,589	80	7,388	80	22	Rosalia	266	9,073	50	9,377	44	14
Orondo	199	8,746	57	8,874	51	16	Royal	1,223	5,998	205	5,490	280	21
Oroville	889	6,036	199	6,043	191	18	San Juan Island	930	6,090	183	6,096	178	19
Orting	1,644	5,758	251	5,484	282	21	Satsop	56	7,209	88	6,384	131	18
Othello	2,709	6,347	140	6,557	117	19	Seattle	45,441	7,707	73	7,362	82	20
Palisades	56	9,971	35	8,595	57	22	Sedro-Woolley	4,120	6,061	190	5,875	233	20
Palouse	276	7,720	71	7,348	83	14	Selah	3,533	6,021	201	5,904	221	21

District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio	District Name	Enrollment	Revenue/ pupil	Rank	Expend/ pupil	Rank	St/ Tea Ratio
Selkirk	435	7,416	84	7,408	78	17	Touchet	255	8,452	60	8,302	62	14
Sequim	2,744	5,651	270	5,587	270	19	Toutle Lake	701	6,261	151	6,126	171	18
Shaw Island	21	13,871	10	11,584	20	10	Trout Lake	185	7,645	74	7,800	71	15
Shelton	3,914	6,086	184	6,196	161	19	Tukwila	2,384	6,400	133	6,345	137	20
Shoreline	10,123	6,395	136	6,416	129	20	Tumwater	6,320	5,940	216	6,066	186	20
Skamania	91	8,888	52	9,458	42	14	Union Gap	570	6,248	154	6,092	180	20
Skykomish	105	11,215	27	11,904	17	9	University Pl.	4,954	5,760	250	5,770	249	18
Snohomish	8,484	5,718	261	5,855	236	20	Vader	114	7,553	81	8,819	52	20
Snoqualmie	4,124	5,836	237	5,790	245	20	Valley	163	6,605	115	6,531	120	20
Soap Lake	517	6,241	155	6,156	169	18	Vancouver	20,053	6,197	158	6,235	155	20
South Bend	479	8,704	58	8,274	64	17	Vashon Island	1,590	5,974	209	5,939	210	18
South Kiroap	11,113	5,314	292	5,344	287	20	Wahkiakum	550	6,040	198	6,030	193	19
South Whidbey	2,303	6,019	202	6,099	175	19	Wahluke	1,185	6,426	132	6,690	108	18
Southside	255	5,682	266	5,548	276	20	Waitsburg	392	6,868	99	6,622	111	16
Spokane	30,782	6,445	129	6,440	127	20	Walla Walla	5,975	6,277	148	6,357	135	20
Sprague	123	11,275	26	11,164	24	11	Wapato	3,077	6,400	134	6,310	141	20
St John	211	9,855	39	9,637	38	13	Warden	866	6,740	108	6,478	124	21
Stanwood	4,688	5,643	273	5,766	250	19	Washougal	2,523	6,280	147	6,593	115	20
Star	12	20,848	3	19,739	3	6	Washtucna	107	13,473	13	13,212	8	8
Starbuck	34	12,883	17	12,036	16	9	Waterville	400	6,808	103	6,767	101	18
Stehekin	12	12,045	20	9,745	37	12	Welpinit	347	10,227	32	10,176	30	15
Steilacoom	1,754	6,115	176	6,032	192	19	Wenatchee	6,848	5,936	218	5,993	199	20
Steptoe	43	10,108	34	10,004	34	11	West Valley	3,554	6,049	194	5,984	202	21
Stevenson-Car.	1,151	7,493	83	6,820	100	18	West Valley	4,434	5,559	281	5,587	271	22
Sultan	1,972	5,505	283	5,433	285	21	White Pass	932	6,445	130	6,381	132	19
Summit Valley	74	7,919	65	6,734	104	20	White River	3,692	5,914	227	5,933	211	20
Sumner	7,115	5,919	226	5,958	206	19	White Salmon	1,343	6,220	157	6,278	147	22
Sunnyside	4,800	5,976	208	5,898	224	21	Wilbur	319	8,302	61	8,289	63	16
Tacoma	30,906	7,072	92	7,013	95	19	Willapa Valley	492	6,782	106	6,760	102	19
Taholah	233	11,310	25	10,587	29	13	Wilson Creek	127	11,412	23	11,757	19	11
Tahoma	5,512	5,793	245	5,802	241	21	Winlock	822	5,651	271	5,970	204	20
Tekoa	222	9,100	49	8,762	53	14	Wishkah Valley	247	7,766	70	7,279	85	15
Tenino	1,460	5,861	233	5,991	200	20	Wishram	73	15,729	6	16,247	6	7
Thorp	193	8,862	55	8,741	54	13	Woodland	1,677	6,178	166	6,096	179	20
Toledo	972	5,124	294	5,236	291	21	Yakima	13,614	6,613	114	6,365	134	21
Tonasket	1,219	6,300	143	6,098	176	22	Yelm	4,114	6,053	192	6,263	150	20
Toppenish	3,369	5,933	221	5,883	227	21	Zillah	1,150	5,367	289	5,463	284	19