



POLICY BRIEF

Overview of the Seattle School District Collective Bargaining Agreement

by
Liv Finne, Director, WPC's Center for Education

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Introduction

Seattle School District officials are negotiating a new collective bargaining agreement with the city's teachers' union, the Seattle Education Association.¹ Participants expect the talks to take several months.

The negotiations involve a complex, costly and time-consuming process (the current agreement is 144 pages), and the result will establish education costs, personnel policy, teacher quality, and teacher assignments in Seattle public schools for a period of up to five years. The outcome of the negotiations will determine costs for taxpayers and the quality of instruction for Seattle students for years to come.

This year's collective bargaining talks are the culmination of over 50 years of periodic negotiations between union organizers and School District officials, since President Kennedy mandated the use of such agreements in 1962. The agreement sets the salaries, benefits, paid time off and other compensation Seattle citizens must provide the teaching staff at the District's 97 public schools attended by 43,805 students.

The advent of the collective bargaining process has had a profound affect on the teaching profession and on the quality of education children receive. This mandate applies only to public schools. Teachers in private schools are exempt from mandatory collective bargaining requirements.

This study describes the relationship between working conditions, pay, benefits and time off provided under the current collective bargaining agreement as negotiated between management and labor leaders in the state's largest school district. It also looks at the ability of Seattle school managers to carry out the District's teaching mission under the terms of mandatory labor agreements and how these constraints affect educational outcomes for students.

For comparison purposes, this study includes references to common management practices used in private schools, which are often located in the same neighborhoods, and serve similar populations as public schools, yet typically produce dramatically different academic outcomes.

This research finds that the mandatory collective bargaining process has, over time, created a trend towards agreements that raise teacher pay, limit duties and work hours, while increasing costs, job security and periods of paid time off.

In sum, this study finds that teachers in Seattle receive an average salary of \$70,850 for a ten-month work year, or \$85,020 on an annualized basis, not

¹ "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," at www.seattlewea.org.

The advent of the collective bargaining process has had a profound affect on the teaching profession and on the quality of education children receive.

counting benefits. Yet student academic achievement in Seattle schools has lagged, and the graduation rate in public schools remains below 65%. The graduation rate in private schools, where teachers generally work without a mandatory collective bargaining agreement, is closer to 90%.

Given these stark findings, the collective bargaining agreement now being negotiated will be a major factor in the School District's ability to carry out its core responsibility of educating the next generation of citizens. As such, the next agreement will play a central role in promoting or hindering improved academic achievement and graduation rates, and in determining students' ability to be prepared for college and be successful later in life.

I. School District Mission, Student Achievement and Current Spending

The starting point for any analysis of the role of a collective bargaining agreement in meeting educational goals is a school district's vision and mission statement. The Seattle public education vision statement is, "Every student achieving, everyone accountable."²

The mission statement says in part, "Enabling all students to achieve their potential through quality instructional programs and a shared commitment to continuous improvement," and where "...every student is challenged to learn at or above grade level."³

The vision and mission statements lay out clear and accountable educational goals. Still, Seattle officials describe the reality facing students attending the schools they manage as grim:

"One out of three students begins sixth grade unable to meet grade-level reading standards. Nearly half our seventh grade students are unable to meet grade-level math standards. Nearly four out of ten students do not graduate from high school. And students of color and those living in poverty continue to lag behind other students – as much as 50 percent in some schools."⁴

Other official statistics bear out this disquieting assessment: 51% of Seattle 10th graders failed to pass the 10th grade WASL in math in 2008; and 58.5% of Seattle 10th graders failed to pass the 10th grade WASL in science.⁵ Seattle's schools graduate only 63% of their students.⁶ Less than half of Seattle's African American and Hispanic students graduate from high school.⁷

At the same time, Seattle taxpayers are recognized for their willingness to fund education, and by any reasonable measure they provide public school officials with ample resources to carry out their educational mission. In 2009-10, public school officials are spending a total of \$899.9 million, \$558.3 million in operating funds and \$341.6 million in capital spending, for a per-pupil expenditure

51% of Seattle 10th graders failed to pass the 10th grade WASL in math in 2008. Less than half of Seattle's African American and Hispanic students graduate from high school.

² "District Vision, Mission and Core Beliefs," adopted by the School Board, Seattle Public Schools, at www.SeattleSchools.org.

³ Ibid.

⁴ "Seattle's Strategic Plan: Excellence for All," Seattle School District, June 4, 2008, page 15, at www.seattleschools.org/area/strategicplan/draft/index.dxml.

⁵ "Washington State Report Card, Seattle Public Schools," by Office of Superintendent of Public Instruction, at <http://reportcard.ospi.k12.wa.us/summary.aspx?groupLevel=District&schoolId=100&reportLevel=District&orgLinkId=100&yrs=&year=2008-09>.

⁶ Ibid.

⁷ "Seattle Public Schools, Data Profile, December 2008," by Research, Evaluation and Assessment, Student Information Services Office of the Seattle School District, page 116.

Counting only operating expenses, per pupil spending in Seattle for 2009-10 is \$12,746.

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of \$20,545.⁸ Counting only operating expenses, per pupil spending in Seattle for 2009-10 is \$12,746.

The largest single factor in the budget is personnel cost, paid out in the form of salaries, paid time-off and benefits. How these funds are spent is determined largely by the District's binding collective bargaining agreement. Following is an overview of the main provisions of the current 144-page agreement. The expiring agreement provides the basis for the current negotiations.

II. Description of the Current Collective Bargaining Agreement

1. Teacher Pay

On average, teachers in Seattle receive \$70,850 in total salary (base pay and other pay), plus average insurance benefits of \$9,855.⁹ These figures apply to a ten-month work year. On an annualized basis average total teacher pay is \$85,020, or \$94,875 including benefits.¹⁰ Teachers at private schools generally earn less.

These figures refer to average pay. Teachers in Seattle public schools can earn up to \$88,463 in total base and other pay for a ten-month work year, or \$106,155 on an annualized basis.¹¹ With benefits, teachers can earn up to \$116,010 on an annualized basis.

In school years 2007-8 and 2008-9, when inflation was in the two-to-four percent range, teachers in Seattle received a 16 percent cost of living increase over two years.¹² Seattle schools now pay the highest starting salary of any Puget Sound area district.¹³ Starting teachers in Seattle receive \$42,347 in base pay and other pay, or \$50,816 on an annualized basis, plus benefits.¹⁴

The collective bargaining agreement bars school officials from setting teacher salaries and benefits based primarily on classroom performance. The agreement requires District officials to compensate teachers as if they were exactly alike in professional ability. It makes no distinctions between elementary and secondary teachers, between teachers in fields with high demand, like math, science and special education, and teachers in low-demand fields, like art or physical education, or between highly-effective teachers and less effective teachers.

The agreement requires that teacher salaries be determined by non-performance factors, primarily seniority, but also factors such as post-graduate credits, educational degrees and training course credentials.¹⁵ District officials do provide certain incentives for teachers to teach in difficult school environments, but they make no effort to assign and reward the most effective teachers in teaching at the most challenging schools.

⁸ "School Apportionment Report," Report F-195, Budget Overview, FY Enrollment and Staff Counts for FY 2009-10, Seattle Public Schools, at www.k12.wa.us/safs/rep/fin/0910/17001F195A.pdf.

⁹ "School Apportionment Report, Report 1801, Salary and Benefits by Program for 2009-10, Certificated Employees" by Seattle Public Schools, page 568, at www.k12.wa.us/safs/Misc/PERS/2009-10/Report%201801Cert%20-%20All%20Districts,%202009-2010.pdf.

¹⁰ Ibid.

¹¹ "Highest salary, certificated instructor, non-managerial," response to Washington Policy Center Freedom of Information Act request, from Joy Stevens, Public Records Officer, based on information reported by the Human Resources Department, Seattle Public Schools, March 31, 2010.

¹² "Human Capital in Seattle Public Schools," by Kate Walsh and Emily Cohen, National Council on Teacher Quality, September 2009, page 13, at www.nctq.org/p/publications/docs/nctq_seattle_human_capital.pdf.

¹³ Ibid.

¹⁴ "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," page 114, at www.seattlewea.org.

¹⁵ Ibid, pages 114-6.

The Seattle School District employs 193 non-teachers, mostly senior administrators, who each receive more than \$100,000 in total pay.

2. The School Year

State law provides that public school students are entitled to 180 days of instruction.¹⁶ Children in private schools typically receive 180 days of class time. The Seattle School District, however, provides only 177 days of instruction. Seattle officials requested, and received, a waiver from the State Board of Education to reduce the instruction time by three days:

The State Board of Education approved the waiver petition of three (3) days from the 180-day calendar for Seattle School District for the school year 2008-2009, 2009-2010 and 2010-2011.¹⁷

The waiver requires that three paid professional development days, when teachers do not spend time with students, be taken from classroom instruction hours. These three days are in addition to the four paid professional development days already provided by the District. Under the District's collective bargaining agreement, teachers are paid for a total of 184 days.

3. Other School District Employees

The Seattle School District employs 193 non-teachers, mostly senior administrators, who each receive more than \$100,000 in total pay. These include the Superintendent and positions such as principals, assistant principals, directors of facilities, early learning, policy and government relations, labor relations, special education, budget managers, head of library services, and project managers. Typical job titles in this category are Chief Information Officer, Director of Labor Relations, Chief Academic Officer and High School Principal.

The Seattle School District also employs 371 people in the category of "educational staff associates." These include include library and media specialists, counselors, occupational therapists, social workers, speech therapists, psychologists, nurses and physical therapists. The average salary paid to these employees in 2009-10 is \$76,339 in base pay and other pay, or \$91,606 on an annualized basis, not counting benefits.¹⁸

Average annual insurance benefits are an additional \$9,855 per employee. Employees in this category can receive up to \$89,240 a year, or \$99,095, including benefits.¹⁹

4. The Teacher Work Day

The collective bargaining agreement provides that elementary school teachers may work on a paid basis no more than seven hours for a "standard working day."²⁰ There is no similar restriction on the teacher work day in private schools.

Seven hours a day for public school elementary teachers amounts to two fewer weeks of instruction time than provided by private school teachers and

¹⁶ Revised Code of Washington, 28A.150.220.

¹⁷ Letter to Ms. Carla Santorno, Seattle School District, from Washington State Board of Education, Mary Jean Ryan, Chair, Olympia, Washington, April 3, 2008.

¹⁸ "Educational staff associates," response to Washington Policy Center Freedom of Information Act request, from Joy Stevens, Public Records Officers, based on information reported by the Human Resources Department, Seattle Public Schools, April 7, 2010.

¹⁹ Ibid.

²⁰ "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," page 79, at www.seattlewea.org.

Many public school teachers voluntarily work additional hours in spite of collective bargaining requirements.

Teachers in Seattle public schools use an average of 16 leave days per school year, or about 9% of the school year.

by elementary school teachers in other school districts.²¹ The agreement limits the work day of secondary school teachers to 7.5 hours a day, also significantly reducing instruction time with students.²²

Many public school teachers voluntarily work additional hours in spite of collective bargaining requirements. It is admirable when teachers put in extra hours to help children, but the agreement's rule that teachers be aware of when they are "on the clock" makes it more difficult for education leaders to create a professional and collaborative work environment.²³

5. The Teacher Work Year

Seattle teachers officially work 184 days, 177 days with students and seven days without students from September to June, a 10 month period. The work year includes nine paid holidays, and a total of four weeks off with pay during the school year.²⁴ These periods are two weeks at Christmas, one week for winter break and one week for spring break.

6. Teacher Leave Policies

In addition to holidays and four weeks off, Seattle teachers receive ten days of paid sick leave, three days of paid personal leave, and additional days for professional development. Teachers in Seattle public schools use an average of 16 leave days per school year, or about 9% of the school year, not counting holidays, vacations and days the school is closed.²⁵

After seven school years, teachers are eligible to receive sabbatical leave, as long as they pursue a course of advanced study. The collective bargaining agreement puts a cap of \$327,454 on the cost of this program. Eligible teachers receive 50% of their salary during the sabbatical period and retain their full seniority and salary rights under the agreement. They must undertake a minimum of eight hours of formal study every three months, and must work in the Seattle school district for at least two years after receiving the sabbatical year off.²⁶

7. Teacher Assignments

The collective bargaining agreement imposes a complex maze of rules that govern the transfer and assignment of teachers working in public schools. While local principals have defined control over hiring, after a certain point in the spring of each school year, seniority and collective bargaining limits overrule the decisions of principals. The agreement requires that tenured teachers with full contracts be given priority over younger teachers with provisional contracts:

²¹ "Human Capital in Seattle Public Schools," by Kate Walsh and Emily Cohen, National Council on Teacher Quality, September 2009, page 6, at www.nctq.org/p/publications/docs/nctq_seattle_human_capital.pdf.

²² "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," page 79, at www.seattlewea.org.

²³ "Human Capital in Seattle Public Schools," by Kate Walsh and Emily Cohen, National Council on Teacher Quality, September 2009, page 39, at www.nctq.org/p/publications/docs/nctq_seattle_human_capital.pdf.

²⁴ "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," Appendix G, page 125, at www.seattlewea.org. The nine holidays are Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.

²⁵ "Human Capital in Seattle Public Schools," by Kate Walsh and Emily Cohen, National Council on Teacher Quality, September 2009, page 49, at www.nctq.org/p/publications/docs/nctq_seattle_human_capital.pdf.

²⁶ Ibid, pages 59 and 60.

The agreement requires that tenured teachers with full contracts be given priority over younger teachers with provisional contracts.

“Vacant certificated positions will be advertised and available only for SPS certificated staff with contracts, including displaced staff, in order to allow for transfer opportunities” and, “Assignments will be made by HR in seniority order.”²⁷

Some teachers have “super-seniority” transfer rights if they are moving away from a school targeted for improvement (“Super-seniority will have priority over other displaced.”)²⁸ Other teachers are skilled at describing their teaching qualifications in a way that enhances their chances of gaining assignment to a particularly desirable school.²⁹

No such restriction applies to private schools, where teachers commonly work on one-year contracts and principals and non-profit boards directly control hiring. As in other professions, teachers at private schools who perform well are retained, while the contracts of teachers who consistently fail to educate students are not renewed for the following year. Through a process of annual review the teaching corps at private schools undergoes continuous improvement, without the need for school leaders to negotiate mandatory seniority rules with union officials.

8. Teacher Evaluation

The Seattle Schools collective bargaining agreement limits principals to the use of eight defined criteria when evaluating teachers. These are: 1) instructional skill; 2) classroom management; 3) professional preparation and scholarship; 4) effort toward improvement when needed; 5) handling student discipline and attendance problems; 6) interest in teaching pupils; 7) knowledge of subject matter, and; 8) professional responsibility.³⁰ The agreement does not provide for measures of actual student learning to be used in evaluating teachers.

Teachers in private schools, however, are subject to performance measures, in addition to other criteria. In a private school, the consistent failure of a teacher to show success in educating students is cause for dismissal.

Almost any Seattle public school teacher can earn a positive evaluation based on the collective bargaining criteria by using approved teaching practices, and by showing he or she is “trying to improve student achievement.”³¹

In practice, raising student achievement is not required. These criteria make no direct reference to student learning, nor do they require principals to use objective standards of student improvement as a significant measure of teacher effectiveness.³² Under the agreement, students in a class could show no increase in learning at the end of an academic year compared to the beginning of the year, and their teacher could receive a satisfactory rating.

These weak assessment criteria are reflected in the low official failure rate of teachers working in Seattle schools. In 2007-08 school officials found only a tiny proportion, one-half of one percent, of teachers to be “unsatisfactory,” at a time

²⁷ Ibid, page 71.

²⁸ Ibid.

²⁹ “Human Capital in Seattle Public Schools,” by Kate Walsh and Emily Cohen, National Council on Teacher Quality, September 2009, page 27, at www.nctq.org/p/publications/docs/nctq_seattle_human_capital.pdf.

³⁰ “Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10,” Appendix J-1, page 132, at www.seattlewea.org.

³¹ “Human Capital in Seattle Public Schools,” by Kate Walsh and Emily Cohen, National Council on Teacher Quality, September 2009, page 58, at www.nctq.org/p/publications/docs/nctq_seattle_human_capital.pdf.

³² Ibid, page 57.

Through a process of annual review the teaching corps at private schools undergoes continuous improvement.

when the graduation rate was below 65%.³³ If 99.5% of teachers were performing at the “satisfactory” level or above, parents and the public could reasonably expect student achievement and graduation rates at Seattle public schools to be much higher.

9. Principal Evaluations

As with teachers, School District officials do not hold elementary and high school principals accountable for their teacher evaluation ratings, as judged against actual student learning.³⁴ Principals generally receive automatic tenure after three years.

At private schools principals do not have automatic tenure and are held directly accountable for student learning. Principals who do not maintain a quality teaching staff or fail to correct shortcomings in the teaching program are usually dismissed by the schools’ governing board, sometimes at the request of parents.

10. Removing Poor-Performing Teachers

When attempting to remove poor-performing teachers, School District officials are significantly constrained by state law. The law establishes a lengthy and cumbersome process for removing an “unsatisfactory” teacher from the payroll.³⁵ The statute remains a serious obstacle to public school officials at all levels seeking to improve the quality of the teaching corps.

The collective bargaining agreement adds additional requirements. Seattle District officials must satisfy both sets of rules before they can remove a poor-performing teacher and hire a competent replacement. This takes considerable time. For example, teachers are allowed to raise complaints, or “grieve” elements of the procedure arising from their evaluation by a principal.³⁶ The agreement also allows teachers to remove reports of poor performance from their permanent personnel file:

“Any employee who remains dissatisfied with the results of this review will have the right to remove the annual performance evaluation form (Appendix I) from his/her personnel file after a period of four (4) years from the date of the Step 2 grievance response.”³⁷

Principals report that documenting poor teacher performance can require up to 200 hours of review time.³⁸ Simply conducting a review of appeals and complaints can take several months.

In contrast, state legislators have enacted an exemption that allows private school principals to hire any teacher they like.³⁹ Many private school teachers are hired based on knowledge of the subject they will teach. They are assigned to the classroom because they are experts in math, physics, biology, computer science, engineering, history or English, not because they hold an education degree or teaching certificate.

When attempting to remove poor-performing teachers, School District officials are significantly constrained by state law.

Principals report that documenting poor teacher performance can require up to 200 hours of review time.

³³ Ibid, page 66.

³⁴ Ibid, page 60.

³⁵ Revised Code of Washington, 28A.405.210.

³⁶ “Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10,” page 104, at www.seattlewea.org.

³⁷ Ibid, page 105.

³⁸ “Grading Our Teachers,” by Lynn Schnaiberg, *Seattle’s Child Magazine*, March 5, 2010.

³⁹ Revised Code of Washington, 28A.195.010.

Under the District's collective bargaining agreement teaching effectiveness is irrelevant to layoff decisions.

As a condition of employment, the union security clause requires all teachers to join the Seattle Education Association, or not to join the union and pay an agency shop fee equal to the amount of the dues.

As in public schools, new teachers in private schools routinely receive classroom training and guidance from mentor teachers. The difference is that private school teachers who show skill in educating children are retained. Those who fail are not asked to return the following year. Private schools seldom allow a non-performing teacher to remain in the classroom.

This practice allows private school administrators to achieve constant improvement in their teaching staff. It also gives private school managers access to a large talent pool that is denied to public school leaders. For example, 240,000 people in Washington hold higher education degrees in math or science. State policymakers permit any of them to teach private school students, but effectively bar them from entering a public school classroom without a special certificate. For instance, non-certificated faculty are common at community-based Catholic schools, and over 70% of the faculty at Seattle's prestigious Lakeside School do not have a teaching certificate.⁴⁰

11. Teacher Layoffs

When budget shortfalls or declining enrollment lead District officials to lay off teachers, school principals are not allowed to decide which teachers to retain and which to let go. Instead, officials must follow the mandates of the collective bargaining agreement. These rules require officials to lay off teachers on the basis of seniority, not instructional effectiveness.⁴¹ In addition, the collective bargaining agreement expressly prohibits the use of teacher performance evaluations when making layoff decisions:

"The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section."⁴²

Principals who have worked to assemble a team of teachers well suited to the needs of their students can find themselves losing their best young teachers. Instead, they are forced to accept teachers assigned on the basis of seniority. Under the District's collective bargaining agreement teaching effectiveness is irrelevant to layoff decisions.

12. The Union Security Clause

The collective bargaining agreement contains a special section designed to insure the financial stability of the union by providing for the regular transfer of education funding to union accounts in the form of member dues.

As a condition of employment, the union security clause requires all teachers to join the Seattle Education Association and pay dues, or not to join the union and pay an agency shop fee equal to the amount of the dues:

"Employees may elect to become members of the SEA or may pay an agency shop fee equivalent to the dues of the SEA. Employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the SEA, pursuant to Chapter 41.59 RCW."⁴³

⁴⁰ "Private School Staff Qualification and Ratio Report," by Laura Moore, Administrator for Private and Home-Based Education/Navigation 101, Office of the Superintendent of Public Instruction, April 26, 2010.

⁴¹ "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," page 107, at www.seattlewea.org.

⁴² Ibid, page 106.

⁴³ Ibid, page 8.

The union security clause requires that all teachers have member dues or an equivalent amount deducted from their paychecks, even if they have not authorized such deductions, and regardless of whether or not they wish to be a member of the union. Teachers with bona fide religious objections are allowed to pay the equivalent of the monthly dues to a nonreligious charity that has received union approval.⁴⁴

Under the agreement School District officials deduct dues or the equivalent from teacher paychecks and transfer the required amounts each month to union bank accounts. Teachers may not opt out of the automatic payment arrangement, which carries the force of law.⁴⁵

This arrangement is unique among private membership associations. Other professional associations do not rely on public institutions to collect their dues. Groups like the American Medical Association, the American Institute of Architects, and the American Bar Association must collect their own dues from members without payroll enforcement by employers, unless specifically authorized by employees. The relevant state law applies only to teachers at public schools; teaching staff at private schools are exempt.

Teachers may not opt out of the automatic payment arrangement, which carries the force of law.

13. Union Dues Collected by Seattle School District

The Seattle School District collects significant sums of money from employee paychecks each month and deposits them into union bank accounts. For example, the District collected \$286,181 from teacher paychecks in May 2008 and transferred this amount to the Seattle Education Association.⁴⁶ Between May 2007 and May 2008, District officials collected a total of \$3.29 million for forwarding to the union.⁴⁷

District officials also collect the dues of employees represented by eighteen other unions, such as the International Union of Operating Engineers, the Principals Association, Teamsters Local 117, Carpenters Local 131, Western Washington Painters, Bricklayers, Sheet Metal Workers, Auto Machinists Local 289 and Electricians Local 46. The total amount District officials collected and transferred to these organizations in May 2008 was \$39,395. Over the course of a year, May 2007 to May 2008, District officials transferred a total of \$509,811 in the form of member dues to the bank accounts of these eighteen unions.⁴⁸

Between May 2007 and May 2008, District officials collected a total of \$3.29 million for forwarding to the union.

14. Paid Leave for Union Officials

Under the collective bargaining agreement education funds are used to pay the salaries of union members who take leave from teaching to work on union business.⁴⁹ The cost of this practice, statewide, reduces school budgets by about \$3 million a year.⁵⁰ Teachers receive full pay when they leave the classroom to

⁴⁴ Revised Code of Washington 41.59.100.

⁴⁵ Ibid.

⁴⁶ "Seattle Public Schools Union Dues, 2005 – 2008," response to Washington Policy Center Freedom of Information Act request, from Joy Stevens, Public Records Officer, Seattle School District, dated July 14, 2008. For more detailed information see Appendix A of this study.

⁴⁷ Ibid.

⁴⁸ Ibid.

⁴⁹ "Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10," page 65, at www.seattlewea.org.

⁵⁰ "School Apportionment and Financial Services, School District Personnel Summary Profiles, 2008-9, Table 7, All School Personnel by Duty," OSPI, at <http://www.k12.wa.us/safs/PUB/PER/0910/tbl07.pdf>. Duty Code #61 for Certificated on Leave (union personnel) shows 44.6 FTE at \$69,484 average total salary.

Seattle education funding is used to provide the union with a pool of 320 substitute teaching days which may be devoted to union business.

testify before the legislature.⁵¹ Seattle education funding is also used to provide the union with a pool of 320 substitute teaching days which may be devoted to union business.⁵² School administrators assign substitute teachers from the pool to cover for teachers who are out of the classroom working on union-related activities.

The agreement requires that public education funds be used to pay for these substitute teachers:

“The SEA [union] will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SPS [District]...”⁵³

The purpose of the 320-day cap is to limit the total number of days regular teachers are away from class, and so reduce the need to divert additional education funding to hiring substitutes.

III. Recommendations

Since the late 1960s, a growing body of research shows that the most important factor in whether students learn is the effectiveness of the teacher in the classroom. The research further indicates that increasing time spent on instruction significantly raises student learning.⁵⁴ Most significantly, some large school districts have made significant progress in raising student achievement by giving school principals the tools they need to act as true instructional leaders, with control over teaching staff, budgets and their educational program.

Based on these real-world successes, officials and union representatives in the Seattle School District should adopt the following policy recommendations.

1. End the “Seniority-Only” Rule in Teacher Assignments and Layoffs

Local principals should control the assignment of teachers in their own schools, regardless of seniority, so they can assemble a teaching team that best serves the needs of students and the community.

When layoffs or reassignments are required, the seniority-only rules often means neighborhood schools lose their best new talents, and teaching as a whole loses the opportunity to encourage the brightest minds to enter the profession.

Seniority-only assignments seriously undermine the ability of principals to lead and direct their schools’ educational mission. Years on the job is not the only measure of instructional effectiveness. Younger teachers often bring fresh energy and enthusiasm to the classroom, introducing new methods and approaches that may be shunned or overlooked by longer-serving teachers.

Allowing public school managers to recruit teachers based on merit, as private schools do, would lead to improved teaching quality for all students, and would let neighborhood schools attract and retain new talent.

⁵¹ “Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2009-10,” page 57, at www.seattlewea.org.

⁵² Ibid, page 59.

⁵³ Ibid.

⁵⁴ “Unscheduled school closings and school performance,” by D.E. Marcott, and S.W. Hemelt, Institute for the Study of Labor, Bonn, Germany, 2007, and “Redesigning schools to build a stronger tomorrow,” by The Massachusetts Expanded Learning Time Initiative, Massachusetts 2020, (2008).

Mastery and enthusiasm about class subjects is the primary indicator of teacher effectiveness, not seniority or degrees earned.

2. Allow Performance Pay

School District officials should be allowed to reward the best teachers based on measurable performance standards, particularly the ability to raise the academic achievement of students.

Basing teaching pay only on seniority and education degrees does not guarantee classroom excellence. Long-term research reveals no correlation between a teacher's advanced coursework, educational degrees or course credentials and higher student achievement in the classroom. Research does provide some evidence that content-specific study in math, science, literature, history or other fields improves teacher performance. Mastery and enthusiasm about class subjects is the primary indicator of teacher effectiveness, not seniority or degrees earned.

The advantage of performance pay is that it encourages teachers to develop their talents and acquire new skills. Performance pay also allows principals and parents to recognize quality educators and encourage them to excel. Performance pay improves the quality of the teaching profession by promoting continuous improvement and providing a signal to poor-performing teachers that perhaps it is time to seek a different line of work.

Performance pay reflects basic standards of fairness. As occurs in other professions, the hardest working and most effective teachers deserve to be rewarded for their efforts, and to be celebrated by parents and the public for their achievements in educating children.

3. End the Automatic Transfer of Education Funding to Union Accounts in the Form of Monthly Dues

Discarding automatic withholding lets the union, as a private organization, be responsible for collection of its own dues, and would save the District bookkeeping and other costs. It would also create a more voluntary relationship between union leadership and their members, and encourage union leaders to be more responsive to the opinions and needs of their member teachers.

Washington's taxpayers should not be subsidizing union activities. Allowing union officials to draw their public salaries while conducting union business or engaging in political lobbying does not serve the public interest in educating students. Taxpayers should not be required to subsidize the organizing and member services of a private entity, even one as powerfully-connected as the teachers' union.

While they may appear radical at first, these reforms and more are possible in any big city school district. Recently officials and union leaders in the Washington, D.C. school district, one of the most troubled in the nation, agreed to a collective bargaining agreement that ended seniority in teacher assignments and adopted a policy of rewarding teachers based on classroom performance. *The Washington Post* describes the new agreement this way:

“Turned on their head are time-worn traditions that protect adult prerogatives rather than student interests. No longer would teachers be paid solely according to the number of years served or degrees earned. Seniority and tenure would no longer determine where and how people are assigned, promoted or retained. The pernicious policy that permits unwanted teachers to be forced on principals would be abolished under a

policy requiring mutual consent in school assignments. Minimally effective or ineffective teachers would lose job security.”⁵⁵

Further education research and additional recommendations can be found in the report, *Washington Policy Center’s Education Reform Plan: Eight Practical Ways to Reverse the Decline of Public Schools*.

IV. Conclusion

In negotiating a new collective bargaining agreement, officials have a rare opportunity to challenge the status quo and redefine the relationship between management and teachers, for the benefit of all children attending Seattle Public Schools.

The numbers indicate that increasing spending will not improve academic outcomes in public education. By any reasonable measure the people of Seattle are generous in funding their public schools, voting consistently to approve school operating levies, multi-year capital programs and a special city property tax devoted to schools. Citizens have increased public education spending even while Seattle’s child population has declined, and the city maintains one of the highest rates of private school enrollment in the nation.

Voters generously support public schools, even as academic outcomes have stagnated. In the current economy, however, there may be limits to what the public will support. It becomes increasingly difficult for families that have lost jobs and experienced falling home values to see their tax dollars devoted to high salaries and liberal benefits in the public sector, and to generous dues payments to private unions.

A willingness by District officials and union representatives to challenge established thinking and to try new ideas would show a fresh interest in meeting the needs of Seattle school children over the narrow concerns of any particular stakeholder.

On the whole teachers in Seattle schools work hard, and deserve support from policymakers, parents and the public. Most teachers are deeply concerned about the children entrusted to their care, and they should receive the classroom resources needed to carry out their educational mission. A new collective bargaining agreement that liberates the best in teachers and encourages bold community leadership in principals would provide vital support to fulfilling the District’s vision of “every student achieving, everyone accountable.”

The numbers indicate that increasing spending will not improve academic outcomes in public education.

On the whole teachers in Seattle schools work hard, and deserve support from policymakers, parents and the public.

⁵⁵ “A pact for D.C. school reform,” editorial, *The Washington Post*, April 8, 2010, page A20, at www.washingtonpost.com/wp-dyn/content/article/2010/04/07/AR2010040704215.html.

Appendix Seattle Public Schools: Education Funding Transferred to Unions in the Form of Monthly Dues, 2005-08

	Seattle Education Association	ILOE 609 Schools	Principal Association of Seattle Schools	WA State Retirees Assoc	Teamsters Local 117	Carpenter Local 311	Glaziers and Glass- Laborers	NW Unions Local 32	Western Washington Painters Local 46	Electrician Local 46	Teamsters Local 174	Sheet Metal Workers Local 54	Roofers Local 54	Machinist Local 79	Brick- layers	Machinist Local 289	Auto Local 289	IBEW Local 46 Electronic Local 7	Asbestos	
2005 September	351,842.27	23,920.77	8,200.00	1,191.00	295.89	863.15	80.20	1,083.03	589.35	523.74	732.50	360.00	170.00	174.00	53.00	48.00	240.48	173.33		
October	264,477.95	23,882.73	8,350.00	1,121.00	287.92	824.50	455.00	1,158.42	545.75	523.74	686.00	360.00	170.00	174.00	53.00	48.00	240.48	173.33		
November	267,414.76	23,203.98	8,200.00	1,291.00	287.92	861.01	455.00	991.21	407.25	523.74	696.00	360.00	170.00	174.00	(106.00)	48.00	240.48	173.33		
December	268,105.72	23,589.73	8,200.00	1,297.00	287.92	669.14	488.25	991.21	407.25	523.74	696.00	372.00	170.00	178.00	48.00	48.00	240.48	173.33		
2006 January	273,002.54	23,430.23	8,150.00	1,297.00	287.92	671.40	656.60	1,060.09	407.25	523.74	696.00	372.00	170.00	178.00	48.00	48.00	240.48	173.33		
February	269,177.43	23,942.23	8,300.00	1,307.00	287.92	587.00	873.95	1,060.09	407.25	523.74	696.00	372.00	170.00	178.00	48.00	48.00	240.48	173.33		
March	268,792.38	23,690.95	8,150.00	1,372.00	284.23	587.00	873.95	991.21	563.82	585.97	696.00	372.00	170.00	225.00	48.00	48.00	240.48	173.33		
April	269,326.68	23,587.96	8,150.00	1,500.00	296.35	587.00	873.95	1,009.53	563.82	585.97	696.00	372.00	170.00	225.00	48.00	48.00	240.48	173.33		
May	282,183.57	25,154.96	8,150.00	1,500.00	296.35	587.00	873.95	1,009.53	563.82	585.97	696.00	372.00	170.00	225.00	48.00	48.00	240.48	173.33		
June	254,389.01	25,343.96	8,680.00	1,312.00	296.35	631.00	873.95	968.97	563.82	553.04	696.00	372.00	172.00	225.00	48.00	48.00	240.48	173.33		
July	250,466.47	18,075.46	8,328.00	1,304.00	296.35	631.00	799.00	968.97	563.82	553.04	696.00	372.00	172.00	225.00	48.00	48.00	240.48	173.33		
August	260,971.42	18,026.71	8,328.00	1,261.00	306.13	647.50	823.35	922.33	563.82	573.13	696.00	372.00	172.00	225.00	48.00	48.00	240.48	173.33		
September	268,057.58	23,431.21	8,070.00	1,261.00	306.13	647.50	823.35	922.33	563.82	573.13	696.00	372.00	172.00	225.00	48.00	48.00	240.48	173.33		
October	271,912.40	24,868.71	8,470.00	1,261.00	306.13	647.50	823.35	922.33	563.82	573.13	696.00	372.00	172.00	225.00	48.00	48.00	240.48	173.33		
November	269,163.07	24,909.37	8,200.00	1,246.00	306.13	647.50	823.35	1,021.66	563.82	578.03	696.00	384.00	172.00	225.00	48.00	48.00	240.48	173.33		
December	265,463.74	24,675.12	8,120.00	1,246.00	306.13	647.50	823.35	1,127.97	563.82	578.03	696.00	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
2007 January	275,707.89	24,756.75	8,070.00	1,246.00	306.13	647.50	823.35	1,127.97	563.82	578.03	696.00	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
February	271,390.58	24,473.25	8,070.00	1,256.00	306.13	657.00	823.35	1,127.97	563.82	572.36	696.00	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
March	271,150.01	24,572.25	8,070.00	1,256.00	306.13	657.00	823.35	1,189.35	563.82	669.80	696.00	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
April	276,131.03	26,411.25	8,020.00	1,246.00	303.95	587.00	823.35	1,189.35	563.82	679.42	722.00	384.00	175.00	224.00	48.00	48.00	240.48	173.33		
May	275,440.39	26,531.75	7,920.00	1,246.00	308.32	517.00	823.35	1,061.53	563.82	671.18	820.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
June	258,430.55	19,917.25	6,980.00	1,231.00	306.13	748.25	823.35	1,117.82	563.82	673.37	791.00	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
July	256,423.60	19,317.25	6,980.00	1,231.00	306.13	842.38	823.35	1,108.59	563.82	647.53	753.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
August	267,364.00	24,417.25	8,850.00	1,170.00	335.67	630.50	823.35	1,150.59	563.82	644.53	753.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
September	279,810.94	24,459.25	8,050.00	1,170.00	335.67	1,140.50	823.35	1,073.49	563.82	644.53	753.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
October	276,772.29	24,459.25	7,850.00	1,170.00	317.16	884.12	823.35	1,073.49	563.82	644.53	753.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
November	274,078.39	23,668.50	7,950.00	1,166.00	317.16	887.00	823.35	1,073.49	563.82	644.53	753.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
December	273,036.20	24,162.00	7,500.00	1,158.00	323.53	846.50	823.35	1,073.49	563.82	644.53	753.50	384.00	172.00	224.00	48.00	48.00	240.48	173.33		
2008 January	282,061.35	23,972.50	7,700.00	1,150.00	317.47	646.50	823.35	1,164.24	568.82	644.53	721.00	330.00	172.00	236.00	48.00	48.00	240.48	173.33		
February	282,053.92	23,959.75	8,000.00	1,150.00	317.16	646.50	823.35	1,103.74	477.32	644.53	732.00	330.00	172.00	236.00	48.00	48.00	240.48	173.33		
March	285,066.94	24,047.00	7,850.00	1,155.00	307.66	724.75	823.35	1,103.74	477.32	644.53	732.00	330.00	172.00	236.00	48.00	48.00	240.48	173.33		
April	286,181.18	25,393.00	7,850.00	1,155.00	307.66	724.75	823.35	1,103.74	477.32	644.53	732.00	330.00	172.00	236.00	48.00	48.00	240.48	173.33		
May																				
Totals	8,912,853.36	780,278.81	266,028.00	40,868.00	10,135.83	21,461.89	3,315.46	21,518.69	35,288.24	17,764.17	20,146.45	24,004.00	12,176.00	6,172.00	7,190.50	86.52	1,652.00	8,787.74	7,748.89	

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Liv Finne is director of the Center for Education at Washington Policy Center. She is the author of numerous studies on education reform, including “An Overview of Public School Funding in Washington,” “Early Learning Proposals in Washington State,” and “Reviewing the Research on Universal Preschool and All-Day Kindergarten.” Liv holds a law degree from Boston University School of Law and a Bachelor of Arts degree from Wellesley College. She retired from civil litigation practice to raise two children and work as the business partner for Finne Architects, a small business she owns with her husband.



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