

Adams 12 School District Increases Subsidy

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March 2005

Issue Backgrounder 2005-A

Summary

While renegotiating its collective bargaining agreement in 2004, Northglenn-Thornton School District No. 12 (Adams 12) agreed to allow more paid leave days to teachers' union representatives and more extended leave to union officers. Adams 12 thus increased the taxpayer subsidy to the union by nearly 17 percent in one year. Many other Colorado school districts that already subsidize union activities through paid release time are bargaining their open agreements in 2005. Both local district policy makers and state legislators should work to prevent any diversion of taxpayer funds to the union's private purposes.

The Problem of Release Time Subsidies

Almost all of Colorado's 41 school district collective bargaining agreements grant teachers' unions taxpayer-paid release time. These subsidies fall into two general categories: allotments of leave days for union activities and release time for the local union president and other officers.

In the first category, teachers take time off their jobs to participate in union functions—local meetings, collective bargaining sessions, or the annual Colorado Education Association (CEA) Delegate Assembly. The school district pays the full-time teacher's regular salary to take off the day. Meanwhile, her students are left in the care of a substitute instructor. Depending on the terms dictated in the agreement, the union often may reimburse the district for the replacement or pay nothing at all. Under the second category, the most common arrangement includes the district paying the local union president's salary while she is released from the classroom for a full school year. The union frequently pays back the district at a lower replacement rate, leaving the large unpaid differential as a taxpayer subsidy. Districts may also subsidize the release of state or national union officers, or other local union officers.

The following provisions are the most egregious examples of the preceding arrangements:

- In Jefferson County, the teachers' union's "official representatives" are granted 275 days a year to attend union functions, with the district paying both the released teachers and their substitutes. Using the district's average 2003-2004 daily teacher salary of \$255.07 as the estimated basis, this provision diverted \$70,144.25 of taxpayer funds to finance union business.¹

Table 1. Estimated Taxpayer Release Time Subsidies of Colorado School Districts with Collective Bargaining Agreements (2003-2004)

School District (in order by size)	2003-2004 Student Enrollment	Subsidy of Teacher Release Time for Union Activities	Subsidy of Leave for Union President & Other Officers	Total Annual Subsidy in Dollars	Dollar Subsidy per Student
Jefferson County	87,180	\$69,542.00	\$0.00	\$69,542.00	\$0.80
Denver	72,103	\$46,891.00	\$12,575.00	\$59,466.00	\$0.82
Cherry Creek	46,654	\$20,596.40	\$19,298.67	\$39,895.07	\$0.86
Douglas County	42,009	\$9,156.50	\$25,278.50	\$34,435.00	\$0.82
Adams 12	34,869	\$11,215.20	\$52,446.50	\$63,661.70	\$1.83
Aurora	32,530	\$8,787.00	\$32,948.00	\$41,735.00	\$1.28
Colorado Springs 11	31,840	\$0.00	\$17,538.25	\$17,538.25	\$0.55
Boulder Valley	27,838	\$26,177.00	\$42,513.24	\$68,690.24	\$2.47
Poudre	24,891	\$3,006.90	\$56,557.36	\$59,564.26	\$2.39
St. Vrain Valley	21,596	\$20,349.00	\$22,161.94	\$42,510.94	\$1.97
Mesa Valley	20,187	\$0.00	\$28,079.00	\$28,079.00	\$1.39
Pueblo 60	17,693	\$33,171.75	\$0.00	\$33,171.75	\$1.87
Weld County 6	17,598	\$7,037.10	\$27,096.96	\$34,134.06	\$1.94
Littleton	16,458	\$8,100.50	\$22,517.50	\$30,618.00	\$1.86
Thompson	15,027	\$5,515.44	\$17,477.00	\$22,992.44	\$1.53
Westminster	10,562	\$9,163.70	\$0.00	\$9,163.70	\$0.87
Brighton	8,265	\$13,540.80	\$9,459.42	\$23,000.22	\$2.78
Pueblo 70	8,045	\$8,554.98	\$0.00	\$8,554.98	\$1.06
Adams 14	6,528	\$7,802.40	\$3,794.25	\$11,596.65	\$1.78
Mapleton	5,721	\$7,450.40	\$0.00	\$7,450.40	\$1.30
Montrose	5,615	\$5,728.20	\$0.00	\$5,728.20	\$1.02
Durango	4,618	\$5,407.25	\$1,271.61	\$6,678.86	\$1.45
Fremont RE-1	4,114	\$7,266.90	\$0.00	\$7,266.90	\$1.77
Englewood	4,085	\$7,996.04	\$0.00	\$7,996.04	\$1.96
Ft. Morgan	3,294	\$3,351.60	\$0.00	\$3,351.60	\$1.02
Summit	2,831	\$2,430.00	\$729.00	\$3,159.00	\$1.12
Moffat County	2,512	\$0.00	\$0.00	\$0.00	\$0.00
Alamosa	2,456	\$3,437.28	\$1,432.20	\$4,869.48	\$1.98
Weld Cty RE-5J	2,126	\$1,517.50	\$0.00	\$1,517.50	\$0.71
Sheridan	1,861	\$2,121.00	\$4,497.03	\$6,618.03	\$3.56
Fremont RE-2	1,856	\$1,605.80	\$0.00	\$1,605.80	\$0.87
Gunnison	1,641	\$3,249.40	\$0.00	\$3,249.40	\$1.98
East Otero	1,633	\$3,971.40	\$0.00	\$3,971.40	\$2.43
Trinidad	1,519	\$1,019.94	\$0.00	\$1,019.94	\$0.67
Salida	1,171	\$1,415.68	\$962.64	\$2,338.32	\$2.00
Huerfano	737	\$4,147.00	\$0.00	\$4,147.00	\$5.63
Center	700	\$680.04	\$2,266.80	\$2,946.84	\$4.21
Las Animas	587	\$1,243.40	\$0.00	\$1,243.40	\$2.12
Telluride	582	\$0.00	\$0.00	\$0.00	\$0.00
South Conejos	321	\$989.10	\$0.00	\$989.10	\$3.08
Centennial	178	\$1,400.64	\$0.00	\$1,400.64	\$7.87
TOTALS	592,031	\$375,036.24	\$400,900.87	\$775,937.11	\$1.31

- Poudre (Fort Collins) School District’s agreement grants the union president full-time leave but requires the union to pay only “1/2 of the preceding September’s Teacher B.A. base rate of pay.”² In 2003-2004, the school district paid the Poudre Education Association president \$71,307.36 to do full-time union advocacy, while the union reimbursed \$14,750 according to the terms of the contract. The resulting taxpayer subsidy to the union was \$56,557.36.³

An Independence Institute Issue Paper titled *Take Public Funds off the Negotiating Table: Let Teachers’ Unions Finance Their Own Business* determined that Colorado teachers’ unions received an estimated \$775,000 in paid release time subsidies during the 2003-04 school year.⁴ See Table 1 for a full breakdown.

Adams 12 Increases Release Time Subsidy

One of Colorado’s 41 bargaining school districts—Northglenn-Thornton School District No. 12 (Adams 12) in north suburban Denver—significantly increased its paid release time subsidy during 2004 negotiations. During the 2003-2004 school year, Adams 12 paid a net release time subsidy to the union totaling roughly **\$63,660**.⁵ The estimated subsidy for 2004-2005 is **\$74,290**. Table 2 presents a side-by-side comparison.

Table 2. Release Time Renegotiation in Northglenn-Thornton School District No. 12 (Adams 12): Subsidies Before and After

School Year	Cost-Free Leave Days	Subsidy of Teacher Release Time for Union Activities	Union Officers Released Full-Time	Union Officers Released Half-Time	Subsidy of Leave for Union President & Other Officers	Total Annual Subsidy in Dollars	Percent Increase
2003-2004 (actual)	25.5	\$11,215.20	1	1	\$52,446.50	\$63,661.70	—
2004-2005 (estimated)	45.0	\$13,165.20	2	0	\$61,124.00	\$74,289.20	16.7

The Adams 12 agreement with the District Twelve Educators Association (DTEA) formerly granted the union 25.5 days cost-free to release teachers from the classroom. DTEA used a total of 58 days during the 2003-2004 school year, generating an **\$11,215.20** subsidy.⁶ According to the agreement’s terms, the district paid both the teacher and the substitute for the first 25.5 days, generating a subsidy of **\$6,359.70** (25.5 X \$249.40 {average Adams 12 daily teacher salary}). The additional 32.5 days used, with the union paying the \$100 daily substitute rate, added an estimated **\$4,855.50** (32.5 X \$149.40 {average Adams 12 daily teacher salary less the cost of substitute}). During spring 2004 negotiations, the bargaining representatives for Adams 12 and DTEA agreed to increase the union’s allotment of cost-free leave days from 25.5 to 45. The change was a compromise made to accommodate the increased number of union representatives in the growing district. The union kept access to an unlimited pool of additional leave days to request for its purposes, provided it reimbursed the district at the daily substitute teacher rate.⁷

Sixteen Colorado school districts specifically subsidize leave for the local union president, 12 of them while the president is released from classroom duties for the entire school year. The Adams 12-DTEA master agreement is one of only two in the state (Boulder Valley RE-1’s agreement is the other) to give extended paid leave to *two* local union officers. In 2003-2004,

the DTEA president was released from teaching for the whole school year and the DTEA coordinator was released for half the school year, while the union paid the district one-and-a-half years of a new teacher's salary. Subtracting the agreed union reimbursement (\$43,429.50) from the two district-paid union officers' earnings (\$95,876) yields a taxpayer subsidy of **\$52,446.50**.⁸

The parties negotiating the contract for the 2004-2005 school year agreed to require the same formula for union payment while granting more release time to union officers. In addition to continuing paid full-time leave to the DTEA president, Adams 12 consented to "grant *full* release time with pay and benefits to *two* coordinators of the Association" [emphasis added].⁹ District negotiators made the concession to meet DTEA's request to smooth the "transition time for leadership." During 2003-04, DTEA's coordinator prepared to move up to the local union presidency. In the subsequent negotiations, the school district agreed to change contract language to allow for a third officer to have concurrent paid leave. However, only two DTEA officers are on release time during the 2004-05 school year.¹⁰

Adams 12 now finances more than half the current DTEA president's earnings and more than two-thirds the coordinator's earnings, while the two officers are on full-time leave. Even though the officers earn less from the district than their 2003-2004 predecessors, the total taxpayer subsidy to DTEA increased by nearly 17 percent (see Table 2). Adams 12's combined outlay for DTEA's full-time officers in 2004-2005 school year is **\$105,644**, a \$60,903 salary for the DTEA president and a \$44,741 salary for the coordinator.¹¹ According to the agreement's terms, DTEA repays the school district **\$44,520** for a net taxpayer subsidy of union officers totaling **\$61,124**.

Many Districts Reopen Contract Negotiations in 2005

Some of Colorado's bargaining school districts are involved in major contract renegotiations with the teachers' union in 2005, including the following:

- **Denver Public Schools (DPS)**' agreement grants the teachers' union 250 leave days, with the district paying both teacher and substitute for the first 150. DPS also partially subsidizes leave of the Denver Classroom Teachers Association president.¹²
- **Douglas County School District** releases the local union president for one-half the current school year while requiring a modest reimbursement from the Douglas County Federation of Teachers (DCFT). The agreement gives 50 leave days, with each party paying half the substitutes for the first 24. DCFT covers all remaining substitute costs.¹³
- **Aurora Public Schools** allows 50 leave days according to the agreement, with the union repaying the substitute costs. The district also underwrites roughly \$33,400 of the Aurora Education Association President's \$73,000 earnings while on full-time leave.¹⁴
- **Pueblo County School District 70** is exemplary for mandating that the Pueblo County Teachers' Association pays its president's salary and benefits in full. However, the agreement also allows 42 leave days for union activities, with the district financing both the released teachers and their substitutes.¹⁵
- **Durango School District**'s agreement specially provides nine paid leave days to a teacher elected to CEA's Board of Directors. The district pays both teacher and substitute for the union's 25 days of leave, not including school day contract negotiations.¹⁶

- **Summit School District** covers all the substitute costs for 10 union leave days deemed “not to be inimical to the interests of the... District.” The Summit County Education Association president has three additional paid days per year to conduct union business.¹⁷

Each year several different Colorado school districts renegotiate collective bargaining agreements with the teachers’ union. District leaders need to be aware of wasteful paid release time provisions and policies and should be prepared to address them more firmly in the interests of students and taxpayers. The General Assembly should take the negotiating tool of paid release time off the table and require the union to finance its own business. Together, state and local policy makers should work to ensure that tax dollars designated for education are not diverted from the classroom to the private purposes of the teachers’ union.

¹ *Agreement between the Jefferson County School District Board of Education (District) and the Jefferson County Education Association (JCEA) Affiliated with the Colorado Education Association and the National Education Association Effective September 1, 2003-August 31, 2007*, Article 35-5. Colorado Department of Education (CDE), “Full-Time Equivalence (F.T.E.), Average Salary, and Average Experience of Classroom Teachers (201-206), Level of Education, Fall 2003,” <http://www.cde.state.co.us/cdereval/download/pdf/2003Staff/hdtchexp.pdf>.

² *Employee Agreement Between The Association of Classified Employees, The Poudre Association of School Executives, The Poudre Education Association and The Board of Education of Poudre School District*, p15, Article 5.2.1.

³ Letter to the author from Poudre Human Resources Department, December 5, 2003, contains the PEA president’s salary and benefits information. “Salary Schedule T: Poudre School District Educator Salary Schedule, 2003-2004.”

⁴ Due to clauses in some agreements that have conditional unlimited allowances of additional days beyond the allotment, the possibility that some available leave days were unused, and the use of average teacher per diem salaries in the analysis, the final figure remains an estimate—though certainly the best available estimate. *Take Public Funds off the Negotiating Table: Let Teachers’ Unions Finance Their Own Business* by Benjamin DeGrow, Independence Institute Issue Paper-5-2004, February 2004, 13-14, <http://www.i2i.org/articles/5-2004.pdf>.

⁵ Due to the availability of more complete and updated statistical data, this figure differs from the rougher estimate calculated in *Take Public Funds off the Negotiating Table*, IP-5-2004, Appendix B, 22, 27-28.

⁶ Electronic mail to the author from Assistant Superintendent of Human Resources Mark Hinson, 25 January 2005.

⁷ *Master Agreement between Board of Education School District No. 12, Adams County and District Twelve Educators’ Association (DTEA), School Years 1998-2004*, 10, Article 5.3. *Addendum to Master Agreement between Adams 12 Five Star Schools, Adams County, and District Twelve Educators’ Association (DTEA): Addendum to Certified Master Agreement, Changes Effective for 2004-2005 School Year*, 4, Article 5.3,

<http://www.adams12.org/hr/Master2004%20Addendum%20with%20signatures.DOC>. Electronic mail to the author from Assistant Superintendent of Human Resources Mark Hinson, 11 December 2003. Telephone conversation of the author with Assistant Superintendent of Human Resources Mark Hinson, 13 January 2005.

⁸ Facsimile to the author from Adams 12 Payroll Specialist, 9 December 2003. DeGrow, *Take Public Funds off the Negotiating Table*, 28.

⁹ *Addendum to Master Agreement between Adams 12 and DTEA (2004-2005)*, 14, Article 31.2.

¹⁰ Telephone conversation of the author with Hinson, 13 January 2005.

¹¹ Letter from Assistant Superintendent of Human Resources Mark Hinson, 25 January 2005.

¹² *Agreement and Partnership Between School District No. 1 in the City and County of Denver, State of Colorado, and Denver Classroom Teachers Association, September 1, 2002 – August 31, 2005*, p56, Article 23-5, <http://hr.dpsk12.org/dpsEmployees/groups/DCTA%20Agreement%2004-05.doc>.

¹³ *2002-2005 Contract Between Douglas County Federation of Teachers Local No. 2265 AFL-CIO and Douglas County School District Re-1 For the Period July 1, 2002 through June 30, 2005*, pp2-3, III-E-2. Electronic mail from Assistant Superintendent of Human Resources Bill Hodges, 11 February 2005.

¹⁴ *Agreement between The Board of Education for Aurora Public Schools and The Aurora Education Association, July 1, 2002-June 30, 2005*, p13, Section 10-1, 10-2. Letter from Assistant Superintendent of Human Resources Anthony van Gytenbeek, 3 February 2005.

¹⁵ *2003-2004 Agreement between the Pueblo County School District No. 70 in the County of Pueblo, State of Colorado and the Pueblo County Teachers' Association (Negotiated Agreement effective July 1, 1999 – June 30, 2005, Modified through Interest-Based Bargaining, June 17, 2003)*, p32, Article 7-6, http://www.district70.org/humanres/boe_policies/2003%20PCTAagrmt.pdf.

¹⁶ *Master Agreement Between the Durango School District No. 9-R and the Durango Education Association (1999-2004)*, p4, Article 3-7; p7, 6-7.

¹⁷ *Summit School District and Summit County Education Association 2002-2005 Professional Documents Portfolio*, p8, Article IV, 4.3.1, 4.3.2.

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