



**Take Public Funds off the
Negotiating Table:
*Let Teachers' Unions Finance
Their Own Business***

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Executive Summary

Colorado school districts reroute many thousands of taxpayers' dollars into the hands of the teachers' unions every year, by granting paid release time for representatives to attend union activities and by financing union presidents and other officers to take extended leave from regular duties. This funding is done primarily through collective bargaining agreements but also through school board policies and administrative practices.

Release time for union activities may include attending local union meetings or workshops, negotiating bargaining agreements, or sending representatives to the Colorado Education Association Delegate Assembly. Many school districts agree to pay a certain number of days per school year for their teachers to participate in these activities. The union either repays the district for the much lower cost of a substitute teacher or pays nothing at all.

A separate but related subsidy to the union involves paid leave for union officers. This practice includes granting extended leave to local union presidents (and another local officer, in two cases). In most districts where this occurs, the district pays the released teacher's regular salary while the union reimburses a significantly smaller amount to the district. Some union presidents, who are performing full-time labor advocacy, receive advancement on the salary schedule as if they had taught in the classroom. Also, several districts have agreed to pay their teachers for days of service as officers in the state or national union.

Policymakers should eliminate these subsidies, forbidding school districts from:

- providing employees paid release time from regularly contracted duties to attend union activities. For each day used by an employee for union purposes, the union should compensate the district in full at the employee's daily pay rate, or the district should deduct the day from the employee's accu-

mulated personal leave.

- paying any employee for release time from regularly contracted duties to serve or hold office in any union. For each day used by an employee for union purposes, the union should compensate the district in full at the employee's daily pay rate, or the district should deduct the day from the employee's accumulated personal leave.
- releasing any employee from regularly contracted duties to serve or hold office in any union for more than one school year. During any such time, the union should pay the full cost of the salary and benefits of such employees.
- granting formal experience credit to any employee released from regularly contracted duties to serve or hold office in any union for one-half contract year or longer.

Introduction

In 41 Colorado school districts, representatives of the district and the local teachers' union negotiate a collective bargaining agreement. These agreements contain policies governing the relationship between teachers and their public employers. As part of their task, union representatives work to ensure that their organization has adequate opportunity to conduct its business during the school year. The union therefore negotiates release time for its officers and representatives to participate in union functions.

As long as the unions completely finance their own activities, granting them reasonable amounts of release time is acceptable. However, the current practice of Colorado school districts paying teachers to participate in union activities should end.

Paid release time can include general leave days to attend workshops and assemblies, half-year or full-year absences from teaching duties for local union presidents and other officers, or allotments of paid leave to teachers elected to serve in regional, state or national union positions. The practices vary from district to district.

National teachers' unions, the National Education Association (NEA) and the American Federation of Teachers (AFT), are interest groups dedicated to the interests of their members. Therefore, any district financing of union activities constitutes a taxpayer subsidy to an interest group.

When teachers take paid release time to participate in union business, money that could be used for educational resources (e.g., textbooks and art supplies) bypasses the students who could benefit from them. These students are also left with less experienced and effective instructors in their classrooms. In some cases, the district pays both for the teachers released to participate in union activities and for the substitutes hired to replace them. Even if the union repays the substitute costs, the district still subsidizes the

union with a cost differential that sacrifices teacher quality.

Some districts restrict paid release time. They may require superintendents, principals or other administrators to grant approval or to be notified in advance. They may also limit the number of teachers who take leave simultaneously or limit how many days any one teacher may take in a given year. Such safeguards may alleviate some difficulties but do not reach to the root of the problem: taxpayers subsidizing an interest group.

Many Colorado school districts grant recognized experience credit to teachers who take extended leave to serve as union presidents or other officers. While these teachers are busy doing the work of labor advocacy, they still advance on the salary schedule the same as a colleague carrying a full load of classroom instruction. Becoming a better labor advocate is not equivalent to becoming a better teacher.

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Taxpayer dollars should not finance union release time. Union officers should not receive educational experience credit for union work. School districts should not harm students and taxpayers by paying for teacher leave days to participate in union business and activities.

Scope and Purpose of the Study

This Issue Paper focuses on all Colorado school districts with active collective bargaining agreements between the district and the local teachers' association. This group of 41 ranges from Jefferson County School District (nearly 88,000 students and 5,000 teachers) to Centennial School District in rural Costilla County (296 students and 25 teachers).¹ One section of this paper also will look at the state's four largest school districts without formally negotiated agreements.

This Issue Paper aims to inform Colorado’s taxpayers about funds designated for K-12 education that end up being used to promote a political agenda. This Issue Paper is not intended as an indictment of hard-working education professionals, who perform a vital service. Instead, the aim of this paper is to expose the unions’ appropriation of public dollars to advance their own agenda, as well as to promote policies stopping taxpayers from financing union activities.

Teacher Release Time for Union Activities

With very few exceptions, Colorado’s school district collective bargaining agreements delineate a specific number of days that teachers’ unions may use for general purposes. The number of days tends to correlate with the size of the district. Many of these agreements also authorize the availability of leave days beyond the allocation, under certain conditions.

One use of union release time specifically mentioned in several agreements is attending the annual Colorado Education Association Delegate Assembly, to which every local affiliate is entitled to send representatives.² In larger districts, some days may also be used to conduct local business through organizational meetings or workshops. Many agreements further stipulate the use of release time for contract negotiations, in a few cases beyond the standard allocation of leave days. The 41 school districts that have collective bargaining contracts with local teachers’ associations can be divided into four general classifications, based on whether and how much the districts are reimbursed for granting teachers release time to perform union business.

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- *School Districts Where Unions Bear None of the Cost of Teacher Leave for Union Activities.* Twelve of the districts

examined—Jefferson County, Boulder Valley, Poudre, St. Vrain Valley, Thompson R-2J, Pueblo County Rural 70, Durango 9-R, Fremont RE-1, Summit RE-1, East Otero R-1, Salida R-32 and Centennial R-1—do not require the union to repay the districts for days taken for general union business and activities. The teachers' daily salaries become pure subsidies to the union for every leave day.

- *School Districts Where Unions Bear a Small or Moderate Amount of the Cost of Teacher Leave for Union Activities.* Eight more districts—Denver Public Schools, Northglenn-Thornton 12, Weld County 6 (Greeley), Adams County 14, Montrose County RE-1J, Weld County RE-5J, Gunnison RE-1J, and Trinidad 1—require reimbursement for one-half or fewer of the available union leave days. In some cases, the first several days come entirely at district expense with the remainder requiring reimbursement. In other cases, there is a preset stipulation that each party will bear roughly half of the substitute costs.
- *School Districts Where Unions Finance Most or All of the Substitute Cost.* Seventeen different districts grant paid leave days but mandate that the unions must pay the cost of substitute teachers for most or, more often, all of those days. Among these districts are Cherry Creek Schools, Douglas County, Aurora Public Schools, Pueblo 60, Littleton Public Schools, Adams County 50 (Westminster), Brighton 27J, Mapleton 1, Englewood 1, Morgan County RE-3, Alamosa RE-11J, Sheridan 2, Fremont RE-2, Huerfano RE-1, Center 26 JT, Las Animas RE-1, and South Conejos RE-10. A substitute teacher's wage is substantially less than that of a regular contracted teacher. So even when the union pays for the substitute, the district still bears a significant cost differential by paying the full-time teacher's rate for the substitute's services. Generally, having a substitute teacher also means less effective learning for the students affected.

- *School Districts Where Unions Finance Their Own Leave Entirely.* Only four of the districts—Colorado Springs 11, Mesa Valley 51, Moffat County RE-1 and Telluride R-1—do not subsidize teachers’ unions for general release time. Any days taken by a teacher to conduct national, state or local union business are unpaid. In the case of Telluride, requests for such days are so rare that they barely register.

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Paid to Bargain

Only four of the 41 collective bargaining agreements make special leave days available to the union for its representatives to negotiate the next agreement.

Each of the four has a unique provision. Fremont RE-1 dispenses 10 paid leave days for contract negotiations, with the union required to cover the substitute costs.³ In tiny South Conejos School District’s agreement, a clause permits the designated association representatives release time if mediation hearings are called. The teachers’ union is responsible for financing the cost of substitute teachers, but only if a replacement can be found. If another teacher has to cover for his colleague, the district pays the entire expense.⁴

Among the larger districts, Weld County 6 may grant negotiation leave to as many as six teachers (including the Association president) “if agreed by the Superintendent on behalf of the Board [of Education].”⁵ Finally, Boulder Valley School District allows up to five teachers bargaining release time at district expense. For the sixth and each successive teacher absent from duty to negotiate, the days are counted against the general allocation.⁶

Nineteen agreements allow for school day negotiation release time if there is “mutual agreement” between the district and the union;

three mention it as a possible use of general association leave, while 15 do not mention release negotiation time at all.⁷

Safeguards Against Abuses

Many administrators in smaller school districts report cordial and professional working relations with their local associations. Because of the harmonious status quo, they may fail to recognize the potential for abuses because they rarely if ever happen. Nevertheless, some smaller districts have acted to make sure union activities do not interfere with the school's primary mission. For example, Las Animas School District protects its educational human resources by allowing only two teachers to take union leave concurrently.⁸ And in Alamosa School District, officials recognize the value of student contact time by preventing any teacher from taking more than two days of union leave a month.⁹

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Districts of all sizes include similar and other restrictions. The more teachers that are employed, the more likely the district has formal procedures that require teachers applying for union release time to give advance notification to the appropriate administrator, or even to seek his official approval.

These measures help to ensure that adequate substitutes are available and that students are not unnecessarily harmed by any teacher's excessive absences. While leaders in very few districts have dealt with the problems inherent in granting paid leave for union business and activities, many demonstrate a genuine concern for student welfare through their careful distribution of paid leave.

Only five districts granting paid union leave lack all of the contractual safeguards mentioned above: Northglenn-Thornton 12, Aurora Public Schools, Pueblo 60, Weld County 6, and Montrose County RE-1J. Even so, two of those districts claim to put some safeguards into practice.¹⁰ Several others mandate only that the appropriate district administrator must be notified in advance but

give that administrator neither established guidelines nor discretionary authority to veto requests as needed. Among this lot are Jefferson County, St. Vrain Valley, Thompson R-2J, Durango 9-R, and Weld County RE-5J.¹¹

Leave for the Union President and Other Officers

Apart from the distribution of paid leave for general union business and activities, roughly half (21 of 41) of the agreements also grant special extended release time for union officers. Especially among the larger districts, this often takes the form of a part-time or full-time leave of absence for the union president and—in a couple districts—for another organization officer as well. Districts are divided here into three categories based on the extent the district pays the union president while he or she is on leave. Adams County School District 14, which grants 15 days of paid leave to the union president entirely at the district's expense, is separate from the following lists.

The union president (who in most of these districts earns more than \$60,000 per year) continues to be compensated as a district employee...

- *School Districts Where Unions Do Not Pay the Union President's Salary and Benefits but Pay Some or All of a Replacement Teacher's Costs.* In 12 of the Colorado districts examined—Denver Public Schools, Aurora Public Schools, Northglenn-Thornton 12, Boulder Valley, Poudre R-1, Mesa Valley 51, St. Vrain Valley, Littleton Public Schools, Weld County 6, Thompson R-2J, Brighton 27J, and Sheridan 2—the union pays back the district for some or all of the costs of a replacement teacher. The union president (who in most of these districts earns more than \$60,000 per year) continues to be compensated as a district employee, while the union covers the actual or equivalent costs of a much less senior and less expensive replacement. Boulder Valley School District and Northglenn-Thornton School District 12 also grant half-time leave to another union officer, with similar compensa-

tion arrangements. The difference in costs is staggering for most of these cases, depending on the rate of pay and length of release time. As a result, the district's taxpayers substantially subsidize the local union, while some students are left in the classroom of a less experienced instructor.

- *School Districts Where Unions Pay Most of the Union President's Salary and Benefits.* The agreements for Cherry Creek Schools and Colorado Springs 11 provide smaller but still significant subsidies to the teachers' unions. In both cases, the union pays exactly 75 percent of the president's salary and benefits while he or she is absent from the classroom.
- *School Districts Where Unions Pay the Union President's Entire Salary and Benefits.* Six other districts grant extended release time to the union president but leave the expense entirely to the union: Jefferson County, Douglas County, Pueblo 60, Adams County 50, Pueblo 70, and Mapleton 1. In most of these places, at least the presidents' retirement benefits are explicitly kept intact. No additional taxpayer subsidies are made to the teachers' union, and the president does not endanger the outcome of his or her educational career.

Paying for the Unions' State and National Officers

Many districts are also contractually obligated to extend leave to union members elected to positions within the regional, state or national teachers' union organizations. While for many this is only offered as an unpaid option or included in the allocation of general leave days, in others it is spelled out as an additional paid privilege. It may not be every year that a teacher from a particular district will be chosen for such service. Research scholar Myron Lieberman has noted that "in small school districts, leave for state and/or national union positions is infrequent."¹² However, there is never a reason for taxpayers to subsidize the Colorado Education

Association (or the larger NEA) for the services of its elected officers.

Five smaller school districts are all contractually required to continue paying a teacher while he or she serves outside the classroom as an elected state or national union officer, with the union funding only the cost of substitutes. Durango 9-R, Alamosa RE-11J, and Salida R-32 each must pay for nine or 10 days, while Sheridan 2 must pay 15 and tiny Center 26 JT a full 20 days of a teacher's state or national union service.¹³ Notably, the much larger Boulder Valley School District by agreement must completely pay for up to 10 days (including substitute costs) of a teacher's service with the state or national teachers' union, "provided compensation is not otherwise provided."¹⁴

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Teaching Experience Not Acquired

Some presidents of Colorado local teachers' unions also have the advantage of gaining educational seniority during their tenures outside the classroom. Lieberman has justly observed that "serving as a union official is a much different job than teaching, hence these individuals should not advance on the salary schedule."¹⁵ Simply being president of a local teachers' union should certainly not be grounds for jeopardizing one's educational career. However, it would be more appropriate to limit the length of leave to one contract year and freeze the president's seniority status on the salary schedule, rather than to give advancement for performing labor advocacy.

Nine of the 12 districts that pay part of the union president's salary also indicate the intention or the guarantee to give him "full experience credit" for doing little or no teaching. Among these are Denver Public Schools, Northglenn-Thornton 12, Colorado Springs 11, Aurora Public Schools, Boulder Valley, St. Vrain Valley, Weld

County 6, Littleton Public Schools and Thompson R-2J. The president of the Aurora Education Association can gain “up to six years” of credited advancement on the salary schedule while fulfilling duties outside the classroom.¹⁶ This practice is not limited to

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districts partially subsidizing their union presidents’ term of absence. Pueblo School District 60 also accords the union president “one year experience credit.”¹⁷ All the other agreements are silent on the subject.

Safer without a Bargaining Agreement?

Colorado school districts cede away most dollars for union release time through negotiated contract provisions in collective bargaining agreements. But more than three-fourths of these districts do not operate according to such agreements. While districts do not need collective bargaining agreements to create union leave subsidies, such subsidies tend

to be substantially smaller in districts that do not. The El Paso County districts of Academy 20, Harrison 2, Widefield 3, and Falcon 49—the state’s four largest without collective bargaining agreements—are examples of this. Whether enshrined in school board policies or administrative practices, the disbursement of paid release time to local teachers’ associations is typically rare or non-existent. None of them grant extended leave to union presidents or other officers, and very few paid leave days are allotted for union activities. For more on these four districts, see Appendix C. To see clearly the contrast in subsidies, compare Table 1 and Table 2.

There is another important caution. Even in districts with collective bargaining agreements, all the paid release time provisions may not be outlined. Poudre School District R-1 in Larimer County distributes no general union leave days through its agreement but leaves it entirely to the discretion of the superintendent,

with no established guidelines or limits (see Appendix B, #9).
 Letting an individual administrator solely determine the distribution of union release time, based on a level of personal confidence in union leaders, is a poor way to manage public funds.

Table 1. School Districts with Collective Bargaining Agreements

School District (in order by size)	2002-2003 Student Enrollment	Tax Dollars Subsidizing Teacher Release Time for Union Activities	Tax Dollars Subsidizing Leave for Union President & Other Officers	Total Annual Subsidy in Dollars	Dollar Subsidy per Student
Jefferson County	87,925	\$69,542.00	\$0.00	\$69,542.00	\$0.79
Denver	71,972	\$46,891.00	\$12,575.00	\$59,466.00	\$0.83
Cherry Creek	45,738	\$20,596.40	\$19,298.67	\$39,895.07	\$0.87
Douglas County	40,511	\$9,156.50	\$0.00	\$9,156.50	\$0.23
Adams 12	33,522	\$6,170.49	\$52,446.50	\$58,616.99	\$1.75
Colorado Springs 11	32,368	\$0.00	\$17,538.25	\$17,538.25	\$0.54
Aurora	32,253	\$8,787.00	\$32,948.00	\$41,735.00	\$1.29
Boulder Valley	27,764	\$26,177.00	\$42,513.24	\$68,690.24	\$2.47
Poudre	24,538	\$3,006.90	\$56,557.36	\$59,564.26	\$2.43
St. Vrain Valley	21,335	\$20,349.00	\$22,161.94	\$42,510.94	\$1.99
Mesa Valley	20,084	\$0.00	\$28,079.00	\$28,079.00	\$1.40
Pueblo 60	17,875	\$33,171.75	\$0.00	\$33,171.75	\$1.86
Weld County 6	17,131	\$7,037.10	\$27,096.96	\$34,134.06	\$1.99
Littleton	16,408	\$8,100.50	\$22,517.50	\$30,618.00	\$1.87
Thompson	14,974	\$5,515.44	\$17,477.00	\$22,992.44	\$1.54
Westminster	11,012	\$9,163.70	\$0.00	\$9,163.70	\$0.83
Pueblo 70	7,827	\$8,554.98	\$0.00	\$8,554.98	\$1.09
Brighton	7,277	\$13,540.80	\$9,459.42	\$23,000.22	\$3.16
Adams 14	6,702	\$7,802.40	\$3,794.25	\$11,596.65	\$1.73
Mapleton	5,623	\$7,450.40	\$0.00	\$7,450.40	\$1.32
Montrose	5,581	\$5,728.20	\$0.00	\$5,728.20	\$1.03

Durango	4,761	\$5,407.25	\$1,271.61	\$6,678.86	\$1.40
Fremont RE-1	4,215	\$7,266.90	\$0.00	\$7,266.90	\$1.72
Englewood	4,200	\$7,996.04	\$0.00	\$7,996.04	\$1.90
Ft. Morgan	3,309	\$3,351.60	\$0.00	\$3,351.60	\$1.01
Summit	2,775	\$2,430.00	\$729.00	\$3,159.00	\$1.14
Moffat County	2,585	\$0.00	\$0.00	\$0.00	\$0.00
Alamosa	2,280	\$3,437.28	\$1,432.20	\$4,869.48	\$2.14
Sheridan	1,936	\$2,121.00	\$4,497.03	\$6,618.03	\$3.42
Weld County RE-5J	1,916	\$1,517.50	\$0.00	\$1,517.50	\$0.82
Fremont RE-2	1,915	\$1,605.80	\$0.00	\$1,605.80	\$0.84
East Otero	1,820	\$3,971.40	\$0.00	\$3,971.40	\$2.18
Gunnison	1,644	\$3,249.40	\$0.00	\$3,249.40	\$1.98
Trinidad	1,466	\$1,019.94	\$0.00	\$1,019.94	\$0.70
Salida	1,120	\$1,415.68	\$962.64	\$2,338.32	\$2.09
Huerfano	830	\$4,147.00	\$0.00	\$4,147.00	\$5.00
Center	666	\$680.04	\$2,266.80	\$2,946.84	\$4.42
Las Animas	634	\$1,243.40	\$0.00	\$1,243.40	\$1.96
Telluride	563	\$0.00	\$0.00	\$0.00	\$0.00
South Conejos	340	\$989.10	\$0.00	\$989.10	\$2.91
Centennial	296	\$1,400.64	\$0.00	\$1,400.64	\$4.73
TOTALS	587,691	\$369,991.53	\$375,622.37	\$745,573.90	\$1.27

Table 2. Four Largest School Districts Without Collective Bargaining Agreements

School District (in order by size)	2002-2003 Student Enrollment	Tax Dollars Subsidizing Teacher Release Time for Union Activities	Tax Dollars Subsidizing Leave for Union President & Other Officers	Total Annual Subsidy in Dollars	Dollar Subsidy per Student
Academy 20	18,698	\$580.00	\$0.00	\$580.00	\$0.03
Harrison	10,810	\$983.52	\$0.00	\$983.52	\$0.09
Widefield	8,606	\$2,800.60	\$0.00	\$2,800.60	\$0.33
Falcon 49	7,854	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	45,968	\$4,364.12	\$0.00	\$4,364.12	\$0.09

Policy Recommendation

Promoting and electing school board members who are more willing to confront the unions on these issues might yield a few limited benefits. Creating awareness of union goals, resources and tactics could produce positive effects among some board members and candidates. The paramount goal for local school boards would be to establish a guideline like the one inscribed in the Colorado Springs 11 agreement, which requires the union to pay for any leave days where “teachers are not doing work that is of an educational nature.”¹⁸

Establishing contract language like that used in Colorado Springs 11 will better ensure that the district’s taxpayers are not financing union activities that may conflict with taxpayer interests. Halfway measures in lieu of a complete prohibition on paid union leave would include terminating special release time for contract negotiations, incorporating limits on the numbers of concurrent leave days by different teachers, and more stringent requirements for administrative approval of requests.

The following measures can curtail the transfer of public dollars to an interest group. If considered by the Colorado General Assembly, model statutes would prohibit public school districts from:

- providing paid release time from regularly contracted duties to employees to attend activities or meetings that any local, regional, state or national union or labor organization has initiated, planned, proposed or organized. For each day used by an employee for these purposes, the respective union or labor organization should compensate the district in full at the employee’s per diem salary rate, or the district should deduct the day from the employee’s accumulated personal leave.

Establishing contract language like that used in Colorado Springs 11 will better ensure that the district’s taxpayers are not financing union activities that may conflict with taxpayer interests.

- paying any employee for any release time from regularly contracted duties to serve in any local, regional, state or national union or labor organization, or for service with or on behalf of any such labor organization. For each day used by an employee for these purposes, the respective union or labor organization should compensate the district in full at the employee's per diem salary rate, or the district should deduct the day from the employee's accumulated personal leave.
- releasing any employee from regularly contracted duties to serve in, with, or on behalf of any union or labor organization for more than one school year. During any such school year, the respective union or labor organization should pay the full cost of the salary and benefits of the employee serving in, with, or on its behalf.
- extending experience credit or years of service toward advancement on the salary schedule to any employee during the period of his or her release time to serve in, with, or on behalf of any union or labor organization for one-half contract year or longer.

Under the first three provisions, the union would still be able to acquire leave for meetings, activities, and duties but would be responsible for the entire cost. District taxpayer funds would be saved entirely for educational purposes.

Preventing union presidents from earning salary advancement while on full-time leave (under the final provision) may have only a small effect, since many teachers in this capacity have already reached the highest possible seniority step on the salary schedule. Nevertheless, it would end the absurdity of granting recognized teaching experience for full-time work outside the classroom.

It should be noted that while this study has focused specifically on teachers and teachers' unions, the same principles can be extrapolated to apply to other school district employees.

Let Teachers' Unions Work for Teachers

It is certainly fair to ask the teachers' unions of Colorado, along with their national organizations (the NEA and the AFT), to be completely responsible for the sums they are currently receiving in subsidies from the state's taxpayers. The NEA and its state and local affiliates absorb \$1.25 billion a year, mostly through the dues of their 2.6 million members. At the same time, this umbrella organization contributes tens of millions of dollars to political candidates and "soft-money" committees, attempting to influence elections. Through its regional Uniserv offices alone the NEA spends \$70 million a year largely for political purposes.¹⁹

Many taxpayers are not supportive of the NEA's resistance to certain educational reforms and its advocacy of controversial social agendas. Even so, union leaders and members interested in supporting these aims have every right to do so, albeit without expecting taxpayer subsidies to help them. Adams County School District 50 offers an interesting solution. In its collective bargaining agreement, District 50 gives individual teachers the option of donating personal cumulative leave days to cover the union president's salary and benefits while she is on full-time leave.²⁰ In essence, teachers can choose to make contributions to the local union beyond their standard dues in order to offset the amount their organization must reimburse the district.

School districts could expand District 50's idea, also allowing employees to donate accumulated personal leave days to a general bank for union release time purposes. Supportive teachers, not taxpayers, would then be paying for union business. Tax money designated for the important purpose of K-12 education needs to be used only for that. Prohibiting association leave subsidies will protect taxpayers and students.

Conclusion

Paying teachers to take release time from the classroom for union business benefits neither the students nor the taxpayers. Since 43 percent of the Colorado General Fund goes to K-12 public education, state legislators have the duty to hold local school districts accountable for how the money is spent.

Through paid release time, at least \$750,000 every year is sacrificed to an organization whose aims sometimes clash with many of its subsidizers (see Table 1 and Table 2). The government ought not have any part in such a process.

Through paid release time, at least \$750,000 every year is sacrificed to an organization whose aims sometimes clash with many of its subsidizers.

Several Colorado school districts already require teachers to take unpaid personal leave for union activities, and others require the local union to cover its president's salary and benefits in full. Many districts already safeguard student welfare by placing restrictions on the use of union release time. And one district has begun to show how individual teachers can contribute to offset the union's expenses for financing leave.

It is time to put all these pieces together for Colorado's public school students and taxpayers. When it comes to the business and activities of the teachers' unions, it is time to take public funds off the table.

APPENDIX A: Methodology

This study is largely based on a 2001 Issue Paper by John M. Gore titled *Let Teachers' Unions Pay For Union Business*. However, it is not merely an update to reflect the most current available numbers but also a more comprehensive and detailed report. Apart from broadening the scope of analysis to include more school districts and more topics related to association release time, it also employs more rigorously precise facts and figures for the study's calculations and assessments.

This study has dissected each of the collective bargaining agreements, as well as other policies. In many cases, specific questions were also submitted to district administrators to help generate the most accurate information possible. Besides the most current average teacher per diem rates available, the current substitute teacher pay rates for each district were also acquired (where such figures were needed). Finally, the actual salary and benefit information of those specific union officers (most often the presidents) given extended leave and paid by the district was requested and received.

The basic formula for tallying the amount of taxpayer subsidies to teachers' unions is borrowed from the work of Myron Lieberman via Gore's paper. Slightly adapted from the same study, the calculation is aggregated into two basic categories: teacher release time for union activities and leave for the union president and other officers. In the districts where both categories are applicable, the two costs are added together to compute the total subsidy figure. The following methodology is used for both **Appendix B** and **Appendix C**.

- A) *Tax Dollars Subsidizing Teacher Release Time for Union Activities*. To calculate the district's potential subsidy to the union produced by general leave days, follow two steps: 1) multiply the number of available days by that district's average 2002-2003 teacher per diem rate (since this type of leave

is available to various teachers, the most accurate figure to use is the district average); 2) subtract the number of days reimbursed by the union, if any, times the rate of reimbursement (typically, the district's substitute rate of pay) to yield the result.²¹ For example, if the union receives 50 days paid leave at the average per diem rate of \$220, and the union reimburses the district for 25 of those days at the substitute rate of \$80, then:

(50 {union leave days} X \$220 {average teacher per diem})	= \$11,000
– (25 {days reimbursed} X \$80 {substitute daily rate})	= \$ 2,000
Net subsidy to the union	= \$ 9,000

B) Tax Dollars Subsidizing Leave for the Union President & Other Officers. Where school districts grant extended leave to union presidents, the district typically absorbs the cost of the president's salary (and often benefits, too) during his or her tenure, with the union defraying the cost at a lower defined rate of pay. To calculate the net subsidy from the taxpayer to the teachers' union, subtract the union reimbursement from the president's actual earnings paid by the district. For example, if the union president earns a total of \$65,000 from the district, while the union repays \$35,000 as a defined replacement teacher cost, the net taxpayer subsidy to the union equals **\$30,000**.

In a few cases, special paid release time provisions also are made for representatives elected to positions in the state or national union. Calculations are made according to the same method as in A).

C) Total Subsidy in Dollars. Combine the totals from the first two categories. For our example, the amount would be **\$39,000** (\$9,000 + \$30,000).

Comparisons of both the preceding and following categories, along with their respective totals, can be found in **Table 1** and **Table 2**.

D) *Dollar Subsidy per Student*. The total subsidy figures naturally tend to be lower among the smaller districts. But this does not take into account the smaller tax base and student enrollment. This tabulation therefore divides the total subsidy by the latest enrollment figures to give a comparison on this basis. If the sample district in question had 26,000 students, the dollar subsidy per student would be **\$1.50** (\$39,000 / 26,000 students). Please observe that the provisions in the agreements of smaller districts more easily magnify this figure. This offers evidence that school officials may need to reconsider their negotiated practices for the students' and taxpayers' sake, no matter how benign it might seem to them.

APPENDIX B: Calculations by Individual District for Colorado School Districts with Collective Bargaining Agreements

Format

The Colorado school districts with collective bargaining agreements are listed below in order of enrollment figures, from largest to smallest. Under each school district are the headings of *Teacher Release Time for Union Activities* and *Leave for Union President and Other Officers*. There are no provisions relating to the latter category in several cases, and that is so noted. Following these headings is a calculation based on the most current and accurate available data of the total taxpayer subsidy to the local teachers' union.

It should be noted that the total subsidy figures generated here do not necessarily show the actual amounts of taxpayer dollars financing teachers' union business during the 2003-2004 school year. Rather, they demonstrate the potential of total annual subsidies for each of the districts examined, based on the hard data of contract language and salary rates. In the cases listed as "potential annual taxpayer subsidy" the union may not take advantage of all available leave days. Where there are provisions for additional days not enumerated or the average teacher per diem calculation is otherwise used, these are listed as "estimated." The specific designation for "2003-2004" rather than "annual" is for those districts that include figures for the current union president's salary. The same format is used for **Appendix C**.

The Districts

1) Jefferson County School District R-1

Enrolling nearly 88,000 students in the western metropolitan area, Jefferson County School District is the largest in Colorado. Its current collective bargaining agreement was ratified in 2003 and is valid until August 31, 2007.

A) *Teacher Release Time for Union Activities*. "Teachers

who are designated as official representatives” of the union are allotted 275 leave days “for the purpose of attending [Jefferson County Education Association], CEA and NEA functions,” provided five school days notice is given to the administration. The district pays the salaries both of the absent teachers and their substitutes.

$275 \text{ \{union leave days\}} \times \$252.88 \text{ \{average teacher per diem in Jefferson County\}} = \textbf{\$69,542}$

The district’s Teacher Employment Administrator is empowered to decide whether requests for leave should be approved in case of a conflict with “school matters.”²²

B) *Leave for the Union President and Other Officers.*

According to the terms of the agreement, “The Board shall release the president of the Association from his/her assignment during the term of office. The amount of release time shall be determined annually, and the Association shall reimburse the District for the president’s salary and benefits in proportion to the amount of release time.”²³ The parties revised this language to show clearly that the teachers’ union pays for its president’s benefits. This provision bears no additional subsidy.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE JEFFERSON
COUNTY SCHOOL DISTRICT COLLECTIVE
BARGAINING AGREEMENT = \$69,542**

2) Denver County School District 1

Enrolling nearly 72,000 students, Denver Public Schools is Colorado’s second largest school district. The current collective bargaining agreement in Denver is in effect through August 2005.

A) *Teacher Release Time for Union Activities.* The DPS agreement provides for 250 days of paid union leave, the first 150 days falling entirely into district expense. For the last 100, the Denver Classroom Teachers' Association reimburses the district for the cost of substitutes.²⁴

$(250 \text{ \{union leave days\}} \times \$236.14 \text{ \{average teacher per diem in DPS\}}) - (100 \times \$121.44 \text{ \{substitute per diem rate in DPS\}}) = \textbf{\$46,891}$

No established limits exist on how many teachers may take such leave on one day nor on how many days one teacher may take in a school year. Approval for use of DCTA leave comes through the District Human Resources Department and includes support from the building principal.²⁵

B) *Leave for the Union President and Other Officers.* The DCTA president is granted leave with "full salary, benefits and all other entitlements" provided by the district. However, the union is bound by contract to pay DPS "the amount commensurate with salary and benefit costs of employing a replacement teacher."²⁶ The current DCTA president earns a salary of \$45,546, while a Base 1 replacement teacher would make \$32,971.²⁷ The calculated difference amounts to a **\$12,575** subsidy from the district to the union. Additionally, up to three employees are eligible at the discretion of the Association to be "granted a leave of absence for up to two (2) years, without pay, for the purpose of engaging in Association activities, local, state, or national."²⁸

ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE DENVER SCHOOL

DISTRICT COLLECTIVE BARGAINING AGREEMENT = \$59,466

3) Cherry Creek School District No. 5

Situated in the southeast metropolitan area, Cherry Creek School District is the third largest district in Colorado with more than 45,000 students. The collective bargaining agreement is in the form of individual negotiated policies revised and updated annually.

A) *Teacher Release Time for Union Activities.* As negotiated, the Cherry Creek Education Association is granted 110 days of leave per school year. The district continues paying the teacher's salary, while the union picks up the bill for the needed substitutes.

$(110 \{\text{union leave days}\} \times \$267.24 \{\text{average teacher per diem in Cherry Creek}\}) - (110 \times \$80 \{\text{substitute per diem in Cherry Creek}\}) = \mathbf{\$20,596.40}$

If any days over 110 are used, the arrangement is reversed with the CCEA paying the teacher at the per diem rate and Cherry Creek School District covering the substitute costs.²⁹ Any days requested beyond the first 110 cannot be precisely calculated, thus making the previous tabulation a conservative estimate.

B) *Leave for the Union President and Other Officers.* The union president is granted leave "up to full time" and paid during his or her tenure according to the following arrangement. The CCEA reimburses 75 percent of "the appropriate portion of the salary and benefits," while the district covers the remainder along with the cost of "the classroom replacement."³⁰ Not including supplemental and extended contract pay, the current union president makes \$77,194.70 in salary and benefits.³¹ If full-

time leave is taken, the union is required to reimburse \$57,896.03, to create a net subsidy of **\$19,298.67**.

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE CHERRY CREEK
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$39,895.07**

4) Douglas County School District RE-1

Douglas County School District, covering Castle Rock and its surroundings, has grown tremendously in the past decade to a total pupil enrollment of more than 40,000. Its teachers' union is one of the few in Colorado to be affiliated with the AFT rather than the NEA. The current collective bargaining agreement is valid through June 2005.

A) Teacher Release Time for Union Activities. Under the terms of the current agreement, the Douglas County Federation of Teachers receives 24 cumulative days paid leave per year, with the district and union each paying substitute costs for 12 of them according to a rigorously defined schedule. In addition, the DCFT may request up to 26 more days, provided the union bears the substitute costs.³² The following calculation proves completely accurate if the union takes advantage of all available leave days and does not make use of any possible accumulated ones from past years.

$(50 \text{ \{union leave days\}} \times \$243.93 \text{ \{average teacher per diem in Douglas County\}}) - (38 \times \$80.00 \text{ \{substitute per diem rate in Douglas County\}}) = \mathbf{\$9,156.50}$

B) Leave for the Union President and Other Officers. In Douglas County the union president receives "leave for a percentage of time mutually agreed upon on an annual basis by the Union and the District" in order to fulfill the

required duties. The DCFT is completely responsible for paying its president's salary and benefits in accordance with the amount of time he or she is on leave.³³ Unpaid leaves of absence are also available for teachers to serve "the Union in a state or national capacity," with guaranteed right of return to the same assignment if no longer than two semesters.³⁴

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE DOUGLAS
COUNTY SCHOOL DISTRICT COLLECTIVE
BARGAINING AGREEMENT = \$9,156.50**

5) Northglenn-Thornton School District No. 12

Northglenn-Thornton School District No. 12 serves approximately 33,500 students, recently moving past both Colorado Springs and Aurora to reach its current top five status. Its collective bargaining agreement, originally taking effect in 1998, has been extended through 2004.

A) Teacher Release Time for Union Activities. The first 25 and one-half days taken for union leave are done completely at district expense (including substitute costs).

$25.5 \text{ \{union leave days\}} \times \$241.98 \text{ \{average teacher per diem in Adams 12\}} = \textbf{\$6,170.49}$

Thereafter, any "Official business which causes representatives to be absent from their teaching duties shall be charged to the Association at the substitute rate of pay," though no specified limit is given.³⁵ The previous calculation is again at the low end because it cannot factor any days beyond the stipulated 25 and one-half. The union is customarily expected to provide advance notice to the administration of leave days, though the agreement

makes no such requirement. Leave days are mainly used for the CEA state conference and contract negotiations.³⁶

B) *Leave for the Union President and Other Officers.*

The president and coordinator of the District Twelve Educators' Association receive regular pay and benefits while respectively on "full release time" and "half release time." The union is required to reimburse the district at a specified rate on the salary scale plus fringe benefits.³⁷ Adding together the current DTEA president's salary (\$85,983) and half the coordinator's salary (\$28,844), then subtracting the union reimbursement of \$62,380.50 yields a total subsidy of **\$52,446.50**.³⁸

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE ADAMS COUNTY
12 SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$58,616.99**

6) Colorado Springs School District 11

El Paso County's Colorado Springs District 11 serves more than 32,000 students. Its collective bargaining agreement is valid through the end of the 2003-04 school year.

A) *Teacher Release Time for Union Activities.* The agreement specifies not only that the union must request time for official business leave in advance but that it also pays for any days where "the teachers are not doing work that is of an educational nature."³⁹ Thus, there is no subsidy here.

B) *Leave for the Union President and Other Officers.* The Colorado Springs Education Association president, who this year earns \$70,153 in salary and benefits, is given the option of taking one-half release time or a leave of absence.⁴⁰ Under the agreement's terms, the for-

mer option requires the district to continue paying the president's salary with the union reimbursing one-half the "cost of a one-half (1/2) time contracted teacher on regular salary." Figured at the Step C rate of \$29,874, the union reimbursement would equal \$7,468.50, and would yield a net subsidy of \$27,608.⁴¹ But the less costly option for the district and the one currently in effect is the leave of absence, where the CSEA returns all but 25% of the teacher's salary for a net subsidy of \$17,538.25.⁴²

**TOTAL 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE COLORADO
SPRINGS SCHOOL DISTRICT 11 COLLECTIVE
BARGAINING AGREEMENT = \$17,538.25**

7) Adams-Arapahoe School District 28J

Better known as the Aurora Public Schools, the eastern metropolitan area's Adams-Arapahoe School District 28J is seventh largest in Colorado with more than 32,000 students. Its current collective bargaining agreement is binding through June 2005.

A) *Teacher Release Time for Union Activities.* The Aurora Education Association is allocated 50 days leave for "legitimate Association activities," with the AEA regularly reimbursing the district for actual substitute costs.⁴³ Administrative approval is not required for the use of Association leave.⁴⁴

$(50 \text{ \{union leave days\}} \times \$255.74 \text{ \{average teacher per diem in Aurora\}}) - (50 \times \$80.00 \text{ \{substitute per diem rate in Aurora\}}) = \mathbf{\$8,787}$

B) *Leave for the Union President and Other Officers.* The union president is guaranteed "a leave of absence," as well as to be "maintained on the District's payroll." The

AEA returns the district a salary equivalent to the average of all new teachers hired while also paying for the president's actual benefits.⁴⁵ The current union president earns a salary of \$70,499 (excluding benefits), less the union reimbursement of \$37,551, leaves a net subsidy of \$32,948.⁴⁶

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO
THE TEACHERS' UNION THROUGH THE ADAMS-
ARAPAHOE 28J COLLECTIVE BARGAINING
AGREEMENT = \$41,735**

8) Boulder Valley School District RE2J

The Boulder Valley School District serves roughly 28,000 students in the city and county of Boulder. The eighth largest district's collective bargaining agreement remains in effect through the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* "The Board shall grant the Association 100 days paid leave for its representatives to attend workshops, conferences, and other activities of the Association and its state and national affiliates."⁴⁷ The district's expense includes both regular teacher and substitute costs.

$100 \text{ \{union leave days\}} \times \$261.77 \text{ \{average teacher per diem in Boulder Valley\}} = \textbf{\$26,177}$

The Boulder Valley Education Association may petition the district for days beyond the allocated total if they agree to compensate the district for the substitute costs on those days. These days are not included in the tabulation. Approval for leave days goes through the appropriate building principal, who has the responsibility to inform the administration if any individual teacher is

requesting too many days. No abuse has been reported in this regard.⁴⁸

B) *Leave for the Union President and Other Officers.* The Boulder Valley agreement establishes “that the president and vice president of the Association...should be relieved of their duties without loss of salary, seniority, or fringe benefits.”⁴⁹ The president’s full-time leave and the vice-president’s half-time leave are both defrayed by the union according to the average salary and benefits of that year’s new, non-probationary teachers.⁵⁰ Therefore, the combined total of the president’s salary plus full benefits (\$72,546.78) and half the vice-president’s salary plus full benefits (\$40,450.76), less the reimbursement figure of \$73,102, creates a subsidy of **\$39,895.54**.⁵¹ For one final measure, an additional 10 days leave at district expense is also granted for members elected or appointed to CEA or NEA offices, “provided compensation is not otherwise provided.” This adds another **\$2,617.70** to the total bill.

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE BOULDER
VALLEY RE2J SCHOOL DISTRICT COLLECTIVE
BARGAINING AGREEMENT = \$68,690.24**

9) Poudre School District R-1

The Poudre School District of Fort Collins and Larimer County ranks ninth in the state with nearly 25,000 students. Unlike most of the others, the district’s collective bargaining agreement is jointly between the district and the associations respectively representing teachers, school executives, and support personnel.

A) *Teacher Release Time for Union Activities.* Neither the agreement nor any written policies govern the amount of annual release time for teachers’ union business and

activities. “There is no documented or established limit on the number of days,” writes one key administrator. “The Superintendent is authorized to provide the leave time he/she deems appropriate.”⁵² Most often these days are taken for purposes of attending the CEA Delegate Assembly. The union is not required to pay the substitute cost for any days.⁵³ In 2002-2003, 11 full days and four half-days were distributed according to this practice.⁵⁴ Using 13 full days as an estimate, the annual subsidy from the district would be transferred as follows:

$$13 \{\text{union leave days}\} \times \$231.30 \{\text{average teacher per diem in Poudre}\} = \mathbf{\$3,006.90}$$

B) *Leave for the Union President and Other Officers.*

According to the binding agreement, “The district provides funding for the [president] of the Poudre Education Association (PEA)” at the “actual cost less ½ of the preceding September’s Teacher B.A. base rate of pay reimbursed by PEA.”⁵⁵ Previously recorded only in Board of Education policy, this provision indicates that the district still fully pays the union president’s salary (\$71,307.36 for 2003-2004) while he or she is on full-time leave, only to be compensated for one-half the official replacement teacher cost (\$14,750).⁵⁶ The difference results in a net subsidy of \$56,557.36.

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE POUDRE SCHOOL
DISTRICT COLLECTIVE BARGAINING AGREEMENT =
\$59,564.26**

10) St. Vrain Valley School District RE-1J

The St. Vrain Valley School District, comprising Longmont and a large portion of Boulder County, educates more than 21,000 students. As of November 2003, the collective

bargaining agreement was in the process of renegotiation, due to setbacks created by the 2002-2003 budget crisis. Therefore, the contract set to expire on December 31, 2002, remained in effect until the new negotiations could be completed.⁵⁷

A) *Teacher Release Time for Union Activities.* Each school year the St. Vrain Valley Education Association obtains 85 days of leave “to permit its members to participate in Association activities, including negotiations with the District, as determined by the Association president or designee” and at no cost (including substitutes) to the union.⁵⁸

85 {union leave days} X \$239.40 {average teacher per diem in St. Vrain} = **\$20,349.00**

Though not calculated here, provision is also made in case additional days of paid leave are needed “for negotiations related activities.” The union would pay the substitute costs in that instance.⁵⁹

B) *Leave for the Union President and Other Officers.* The SVVEA president, who this year earns \$57,991.84, receives full release time “without loss of salary, fringe benefits or status.”⁶⁰ Meanwhile, the union reimburses the district \$35,829.90, “an amount equal to 123% of base salary.”⁶¹ Therefore, the net subsidy from the St. Vrain Valley School District taxpayers to the local teachers’ union is **\$22,161.94.**

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE ST. VRAIN VALLEY
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$42,510.94**

11) Mesa Valley County School District No. 51

The Mesa County Valley School District, serving Grand Junction and the surrounding area, is the largest school district on the Western Slope, with an enrollment of slightly more than 20,000 students. The current agreement was last revised in May 2003.

A) *Teacher Release Time for Union Activities.* Apart from the provision relating to the union president (see below), the Mesa County Valley School District does not grant paid leave for association business. If a teacher were to request release time for these purposes, she would not be paid and would be required to provide a substitute.⁶² The previous analysis by Gore cited the agreement's distribution of 450 leave days through the Teacher Professional Leave Panel (TPLP) as an instance of taxpayers subsidizing the union.⁶³ However, this did not account for the following clear safeguards and standards. According to school board policy, the TPLP only has the authority to distribute professional development leave days "for visiting schools, attending professional meetings, or carrying out some special assignments."⁶⁴ In order to prevent potential abuses, "approval of such leaves must be granted by the superintendent or designee" after initially going through the appropriate building principal.⁶⁵ The TPLP thus yields no subsidy.

B) *Leave for the Union President and Other Officers.* The Mesa Valley Education Association president may take either half-time or full-time leave without loss of pay. If half-time leave is requested, the union will not be subsidized at all since it covers exactly half the president's total salary, benefits and expenses. If full-time leave is requested, the union would compensate the district at the predetermined salary level of \$36,127.⁶⁶ This year's MVEA president is earning \$64,206 in salary and ben-

efits, producing a potential net subsidy of **\$28,079** in taxpayer dollars to the union.⁶⁷ Teachers designated to serve as union representatives at the regional, state or national level may be granted leave but without pay.⁶⁸

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE MESA VALLEY
COUNTY SCHOOL DISTRICT NO. 51 COLLECTIVE
BARGAINING AGREEMENT = \$28,079**

12) Pueblo School District No. 60

School District No. 60, covering the city of Pueblo in southern Colorado, enrolls nearly 18,000 students. Its current collective bargaining agreement runs from September 2002 through August 2004.

A) Teacher Release Time for Union Activities. The Pueblo Education Association is given 200 “duty days per school year...for Association representatives to attend Association workshops, conferences, conventions, and other Association activities.”⁶⁹ Twenty-five additional days are available under the same conditions at the union’s request. The PEA compensates the district for the cost of hiring substitutes on these days, subtracting from the otherwise massive subsidy as follows:

$(225 \{\text{union leave days}\} \times \$217.43 \{\text{average teacher per diem in Pueblo 60}\}) - (225 \times \$70.00 \{\text{substitute per diem rate in Pueblo 60}\}) = \mathbf{\$33,171.75}$

B) Leave for the Union President and Other Officers. The president of the PEA receives exactly one year leave of absence to fulfill the duties of that office. While the district continues to pay the president’s full monthly salary and benefits, the union reimburses the district for the complete amount on a quarterly basis.⁷⁰

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO
THE TEACHERS' UNION THROUGH THE PUEBLO
SCHOOL DISTRICT NO. 60 COLLECTIVE BARGAINING
AGREEMENT = \$33,171.75**

13) Weld County School District No. 6

One of the faster growing districts statewide, Weld County School District 6 employs well over 1,000 teachers and enrolls more than 17,000 pupils, primarily in Greeley.

A) Teacher Release Time for Union Activities. The Weld County 6 agreement declares that “Association representatives will be granted [a total of] thirty (30) contact days release time per school year” to attend “the [CEA] Delegate Assembly” without requiring any reimbursement, including for the district’s substitute teachers.⁷¹

$30 \text{ \{union leave days\}} \times \$234.57 \text{ \{average teacher per diem in Weld 6\}} = \textbf{\$7,037.10}$

In addition, the Greeley Education Association reserves the right to designate individuals who may use paid union leave days (other than for the Delegate Assembly) during the school year. The GEA pays for substitute teachers on those days. There is neither a statutory limit on the number of days permitted nor any stated requirements for any sort of advance notice or administrative approval.⁷² Such a situation creates potential for abuse and for a subsidy well in excess of the above figure.

B) Leave for the Union President and Other Officers. The Greeley Education Association president is “granted 100% release time with full pay and benefits.”⁷³ The agreement states that the union is required to compensate the district at the base rate of pay for new teachers

(\$28,500 in 2003-2004) plus benefits. Subtracting this amount from the current president's salary of \$55,596.96 means at least **\$27,096.96** in district taxpayer funds is diverted to the GEA.⁷⁴

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE WELD COUNTY
SCHOOL DISTRICT NO. 6 COLLECTIVE BARGAINING
AGREEMENT = \$34,134.06**

14) Littleton School District No. 6

The suburban Arapahoe County Littleton school district employs approximately 1,000 teachers with more than 16,000 students enrolled. Its current bargaining agreement went into effect in August 2003 and remains in effect for three years.

A) *Teacher Release Time for Union Activities.* According to the terms of the agreement, "The Littleton Education Association may be granted up to fifty (50) days of release time per calendar year to be used by L.E.A. representatives."⁷⁵ This includes any Association representatives who may be elected to offices with Uniserv, CEA, or NEA. No further limits exist on how many teachers may use leave at one time or on how many days one teacher may use in a given year.⁷⁶ The union reimburses the district for the cost of substitutes on all 50 days.

$(50 \text{ \{union leave days\}} \times \$252.01 \text{ \{average teacher per diem in Littleton\}}) - (50 \times \$90.00 \text{ \{substitute per diem rate in Littleton\}}) = \mathbf{\$8,100.50}$

B) *Leave for the Union President and Other Officers.*

While formally a retired employee and receiving his benefits from outside the district, the current union president earns a full salary in the amount of \$66,718.⁷⁷ The LEA

compensates the district for “the full salary costs of the average salary” of newly hired teachers that year plus 18% “to offset fringe benefit costs”— in 2003-2004, this amount is \$44,200.50.⁷⁸ The difference between these rates of pay, a net subsidy from Littleton’s taxpayers to the teachers’ union, is **\$22,517.50**. This amount would very likely be higher in years where the president is not a retired employee and the district is still paying his or her benefits.

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE LITTLETON
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$30,618**

15) Thompson School District R2-J

The Thompson School District in Larimer County educates nearly 15,000 students and employs more than 900 teachers. The collective bargaining agreement, also known as a “Memorandum of Understanding,” is updated annually with the one examined here in effect for the 2003-2004 academic year.

A) Teacher Release Time for Union Activities. The union receives 24 days of paid leave “for selected members to attend the [CEA] Delegate Assembly and other association-related activities,” with teacher and substitute entirely at district expense.⁷⁹

24 {union leave days} X \$229.81 {average teacher per diem in Thompson} = **\$5,515.44**

Allowance is also made for the Thompson Education Association to reimburse the district at the substitute rate of pay for any leave days used in excess of the standard 24, though no limit on days is given. This creates the

potential for an escalating subsidy. In all cases, however, the union is responsible for furnishing the district “in a timely manner, with the names of members who will be attending such activities.”⁸⁰

B) *Leave for the Union President and Other Officers.* Any member of the TEA elected to a union position at the state or national level is afforded an unspecified amount of “paid release time” to fulfill such duties, with the union required to compensate the district for the cost of substitutes. The school board also has the option to grant full unpaid leave (with no guarantee of return to the same grade level or building) to any teacher elected to such a representative position.⁸¹ As for the TEA president, the district grants him or her “one-half release time with full pay and benefits,” to be paid back \$14,173, equivalent to one-half the base teacher salary.⁸² Subtracting that amount from one-half the current union president’s earnings (\$31,650) results in a net transfer of **\$17,477** in taxpayer money.⁸³

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE THOMPSON
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$22,992.44**

16) Adams County School District No. 50

Primarily encompassing Westminster in the northwest metropolitan area, Adams County School District No. 50 serves approximately 11,000 students. Its current collective bargaining agreement is valid from July 1, 2003, to June 30, 2004.

A) *Teacher Release Time for Union Activities.* “The Association shall be entitled to up to seventy (70) days of release time during each school year provided the

Association pays the cost of the substitute teacher at District substitute daily rate.”⁸⁴ This provision generates the following subsidy:

$(70 \text{ \{union leave days\}} \times \$230.91 \text{ \{average teacher per diem in Westminster\}}) - (70 \times \$100.00 \text{ \{substitute per diem rate in Westminster\}}) = \mathbf{\$9,163.70}$

B) *Leave for the Union President and Other Officers.* The District 50 bargaining agreement sanctions the school board to give the union president released time either “on a one-half or full-time basis.” The Westminster Education Association reimburses the district “for the salary, benefits, and PERA costs of the president.”⁸⁵ In order to defray this reimbursement cost, other teachers are permitted to donate personal cumulative leave days to the union.⁸⁶

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE ADAMS COUNTY
SCHOOL DISTRICT NO. 50 COLLECTIVE BARGAINING
AGREEMENT = \$9,163.70**

17) Pueblo County Rural School District No. 70

School District No. 70, with a population of more than 7,800 students and 400 teachers, serves rural Pueblo County. Its current collective bargaining agreement, subject to interest-based negotiation, stays in effect until 2005.

A) *Teacher Release Time for Union Activities.* The Pueblo County Teachers’ Association is designated 42 days of leave at district expense to permit teachers “to attend conferences or conventions sponsored by the [CEA] or the [NEA]” or school day negotiations, if necessary. The district also pays for substitute teachers.⁸⁷ The union is therefore subsidized as follows:

42 {union leave days} X \$203.69 {average teacher per diem in Pueblo 70} = **\$8,554.98**

B) *Leave for the Union President and Other Officers.* The PCTA president receives full-time release from teaching duties “during the entire contract year,” with a guarantee of return to the same building and position if he so desires. “The salary and all benefits, including PERA, will be paid by the Association.”⁸⁸

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO
THE TEACHERS’ UNION THROUGH THE PUEBLO
SCHOOL DISTRICT NO. 70 COLLECTIVE BARGAINING
AGREEMENT = \$8,554.98**

18) Brighton School District 27J

The Brighton School District in suburban Adams and Weld Counties enrolls more than 7,000 students and employs more than 400 instructors. Its current collective bargaining agreement is valid from 2003 to 2006.

A) *Teacher Release Time for Union Activities.* The collective bargaining agreement for the Brighton School District permits its teachers’ union 40 days of paid leave per contract year and requires the union to cover the substitute teacher replacement cost at the district rate of \$106 per day. Another 40 days per year are made available “at District expense for contract negotiations,” which means the Association is not required to reimburse the District for the cost of substitute teachers.⁸⁹

(80 {union leave days} X \$222.26 {average teacher per diem in Brighton}) – (40 X \$106.00 {substitute per diem rate in Brighton}) = **\$13,540.80**

B) *Leave for the Union President and Other Officers.* The president of the Brighton Education Association gets “cooperative work time of one day per week (37 days per contract year)....” The Association is bound to compensate the district at the rate of \$59.15 per day, while the current BEA president continues earning \$314.81 per day from the district payroll.⁹⁰

$(37 \text{ {president leave days}} \times \$314.81 \text{ {BEA president per diem}}) - (37 \times \$59.15 \text{ {agreed reimbursement rate}}) =$
\$9,459.42

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
 TEACHERS' UNION THROUGH THE BRIGHTON
 SCHOOL DISTRICT COLLECTIVE BARGAINING
 AGREEMENT = \$23,000.22**

19) Adams County School District 14

Covering mainly Commerce City and other areas just north of Denver, Adams County School District 14 houses approximately 6,700 students and employs nearly 400 teachers. Its current collective bargaining agreement remains in effect to 2006.

A) *Teacher Release Time for Union Activities.* The Agreement with District 14's teachers' union allocates 25 days per year “to designated representatives of the Association which contribute to the education program of the District and which are approved by the Superintendent” without cost to the union.⁹¹ The superintendent's designee with rare exceptions contacts the District 14 Classroom Teachers' Association president to confirm that their requests comply with the inscribed criteria but also admits that no request during his tenure has been denied.⁹² An additional 15 days are also made available, but the Association is required to cover the costs for

substitute teachers on those days. This latter provision has not been used for at least the past year⁹³, but nevertheless helps to make possible the following subsidy from the Adams 14 School District to the local teachers' union:

$(40 \text{ \{union leave days\}} \times \$232.56 \text{ \{average teacher per diem in Adams 14\}}) - (15 \times \$100.00 \text{ \{substitute per diem rate in Adams 14\}}) = \mathbf{\$7,802.40}$

B) *Leave for the Union President and Other Officers.* The Association president receives “[l]eaves of absence with pay not to exceed fifteen (15) days per year.”⁹⁴ At the president’s current per diem rate of \$252.95, this subsidy amounts to \$3,794.25.⁹⁵ The District, however, is prevented from issuing pay and/or benefits to any teacher elected to an officer’s position in either the Central Adams Uniserv, the Colorado Education Association, or the National Education Association.⁹⁶

**ESTIMATED 2003-2004 TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE ADAMS COUNTY
SCHOOL DISTRICT 14 COLLECTIVE BARGAINING
AGREEMENT = \$11,596.65**

20) Mapleton School District No. 1

Enrolling nearly 6,000 students and employing nearly 300 teachers, the geographically small Mapleton School District is located in southern Adams County between Commerce City and Westminster. The current bargaining agreement went into effect in 1999 and is scheduled to be renegotiated in 2004.

A) *Teacher Release Time for Union Activities.* A standard allotment of 40 leave days is granted to the union “for the purpose of carrying out [its] goals, objectives and activities.”⁹⁷ Under this provision, the school board and the

union are each responsible for providing the cost of 20 paid substitute days. The subsidy could be calculated as follows:

$$(40 \text{ \{union leave days\}} \times \$236.26 \text{ \{average teacher per diem in Mapleton\}}) - (20 \times \$100.00 \text{ \{Substitute per diem rate in Mapleton\}}) = \textbf{\$7,450.40}$$

The union is also granted extra “unlimited days” if the superintendent and union president agree on their approval. Whichever party requests this additional leave is “responsible for costs incurred.” Finally, limitations are put on the use of this leave by requiring three days’ advance notice of the building principal and restricting the amount of teachers who may use the leave at one time to six.⁹⁸

B) *Leave for the Union President and Other Officers.*
According to the collective bargaining agreement, a “leave of absence shall be granted to the president of the Mapleton Education Association without pay. Such leave shall be granted up to one (1) year.”⁹⁹ Unpaid leave may also be extended for up to three years to a teacher serving in an elected state or national union position. While the quality of education may be compromised by replacing the union president or officer with a less experienced instructor, the district releases no subsidy for this provision.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE MAPLETON
SCHOOL DISTRICT NO. 1 COLLECTIVE BARGAINING
AGREEMENT = \$7,450.40**

21) Montrose County School District RE-1J

The second largest school district along Colorado’s Western

Slope, Montrose RE-1J and its 340 teachers educate roughly 5,500 students. As of February 2003 the district officially recognized the Uncompahgre Valley Education Association as “exclusive representative” for all its employees and has since negotiated a one-year contract for the transition period of 2003-2004.

A) *Teacher Release Time for Union Activities.* The teachers’ union is explicitly limited to using no more than 30 days per year for its business and activities (including the unlikely event of school day negotiations). However, the union is only mandated to reimburse the district at the substitute pay rate for 15 of those days.¹⁰⁰

$(30 \text{ \{union leave days\}} \times \$228.44 \text{ \{average teacher per diem in Montrose\}}) - (15 \times \$75.00 \text{ \{substitute per diem rate in Montrose\}}) = \textbf{\$5,728.20}$

Use of union leave requires 24 hours advance notice and the approval of the building principal. Montrose has a customary, though not contractual, restriction that no more than six teachers may use leave at one time for the state CEA convention.¹⁰¹

B) *Leave for the Union President and Other Officers.* “A UVEA member may be granted a leave of absence **without pay** for the purpose of serving as an officer in a local, state or national education organization.”¹⁰²

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE MONTROSE
COUNTY SCHOOL DISTRICT COLLECTIVE
BARGAINING AGREEMENT = \$5,728.20**

22) Durango School District No. 9-R

Durango School District No. 9-R, situated in La Plata

County in Colorado's southwest corner, ranks 31st statewide with roughly 4,800 students and 330 teachers. Ratified in 1999, its current collective bargaining agreement is scheduled for renegotiation in 2004.

A) *Teacher Release Time for Union Activities.* A maximum of 25 days paid leave is allocated annually "for employees designated by the Association to engage in Association activities or programs," with the district responsible to finance substitutes.¹⁰³ In the case of school day negotiations "by mutual agreement of both parties," attending teachers receive regular pay; the union reimburses the district for the cost of replacements at the substitute rate.¹⁰⁴

$25 \text{ \{union leave days\}} \times \$216.29 \text{ \{average teacher per diem in Durango\}} = \textbf{\$5,407.25}$

B) *Leave for the Union President and Other Officers.* If a member of the Durango Education Association should be elected to serve on the CEA's Board of Directors, "an additional nine (9) days of paid leave shall be made available to be reimbursed to the district by the [CEA] at the current substitute rate."¹⁰⁵ This would amount to the following subsidy:

$(9 \text{ \{officer leave days\}} \times \$216.29 \text{ \{average teacher per diem in Durango\}}) - (9 \times \$75.00 \text{ \{substitute teacher per diem in Durango\}}) = \textbf{\$1,271.61}$

**POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE DURANGO
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$6,678.86**

23) Fremont School District RE-1

Comprising Canon City and the largest land area of Fremont County in the Pikes Peak region, Fremont School District RE-1 enrolls approximately 4,200 pupils under the supervision of more than 260 teachers. Its current collective bargaining agreement stands from 1999 to 2004.

A) *Teacher Release Time for Union Activities.* The Canon City Education Association is designated 20 days of paid leave per year to conduct local business, with teachers' and substitutes' pay at district expense. Ten more days are available if negotiation procedures are scheduled during the school day. Fremont RE-1's subsidy to the teachers' union adds up to the following:

$30 \{\text{union leave days}\} \times \$242.23 \{\text{average teacher per diem in Fremont RE-1}\} = \mathbf{\$7,266.90}$

An unspecified amount of leave days for conducting business at the state or national level is also granted, but in these cases the union must pay for substitute teacher replacements.¹⁰⁶

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE FREMONT SCHOOL DISTRICT RE-1 COLLECTIVE BARGAINING AGREEMENT = \$7,266.90

24) Englewood School District No. 1

Ranking very closely behind Fremont RE-1 as Colorado's 34th largest school district with 4,200 students and nearly 250 teachers, Englewood School District No. 1 carves out a small suburban niche in southwestern Arapahoe County.

The current collective bargaining agreement is in effect from September 1, 2003, to August 31, 2004.

A) *Teacher Release Time for Union Activities.* Englewood Educators, the local teachers' union, receives 52 total days per year of release time but under some very distinct guidelines.¹⁰⁷ No individual teacher (Association President and Vice-President excluded, see below) may use any more than three consecutive days or 10 total, and no more than eight teachers "may be absent at one time."¹⁰⁸ Individual teachers are also required to submit a request five days in advance to the appropriate administrators, barring unforeseen or emergency circumstances.¹⁰⁹ In all cases, the union reimburses the district at the substitute pay rate.¹¹⁰

$(52 \text{ \{union leave days\}} \times \$248.77 \text{ \{average teacher per diem in Englewood\}}) - (52 \times \$95.00 \text{ \{substitute per diem rate in Englewood\}}) = \mathbf{\$7,996.04}$

Additional days may be accorded under a variety of circumstances: the superintendent's discretion (though this clause is seldom, if ever, used), the need for school day negotiations, or a maximum of 10 unused days from the previous year's allocation.¹¹¹

B) *Leave for the Union President and Other Officers.* According to the agreement, the union president and vice-president are given special exemption from the maximum days provision binding individual teachers. The former may take no more than 23 and the latter no more than 13 leave days for union purposes, but these are included within the total allotment and thus cannot be further added to the already established minimum subsidy.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE ENGLEWOOD
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$7,996.04**

25) Morgan County School District No. RE-3

Only 36 school districts in the state are larger than northern Colorado's Morgan County RE-3, which enrolls more than 3,300 students under the supervision of more than 200 teachers. Its current bargaining agreement went into effect in 2003 and is scheduled to remain valid until 2006.

A) Teacher Release Time for Union Activities. According to the terms of the agreement, the Board of Education gives the Fort Morgan Education Association 35 days of annual leave, to be reimbursed at the substitute rate of pay.¹¹²

$(35 \text{ \{union leave days\}} \times \$187.84 \text{ \{average teacher per diem in Morgan RE-3\}}) - (35 \times \$92.08 \text{ \{substitute per diem rate in Morgan RE-3\}}) = \$3,351.60$

The agreement also makes allowance for additional days either at Board discretion or for school day negotiations "scheduled by mutual consent."¹¹³ No request for additional days has been made in recent years. In all cases the appropriate building principal must approve the request, while the Superintendent monitors to make sure it does not "interfere with the effective functioning of the school or district."¹¹⁴

B) Leave for the Union President and Other Officers. No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE FORT MORGAN**

**SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$3,351.60**

26) Summit School District RE-1

Located in the heart of the Rocky Mountains, Summit School District RE-1 ranks 42nd in the state with nearly 2,800 students enrolled, instructed by more than 200 teachers. Its current collective bargaining agreement was ratified in 2002 and stays in effect until 2005.

A) Teacher Release Time for Union Activities. “The District will grant up to a total of 10 days of Association leave for activities deemed by the Superintendent not to be inimical to the interests of the Board and/or District.”¹¹⁵

10 {union leave days} X \$243.00 {average teacher per diem in Summit} = **\$2,430.00**

Additional days are available for “Association Representatives to take care of business of mutual concern, such as visits to the State Legislature.”¹¹⁶

B) Leave for the Union President and Other Officers. The president of the Summit County Education Association is allotted three days of paid leave per school year to conduct “Association business within the District.”¹¹⁷ Tabulated conservatively at the average per diem rate, this would add \$729 to the total.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE SUMMIT SCHOOL
DISTRICT COLLECTIVE BARGAINING AGREEMENT =
\$3,159.00**

27) Moffat County School District RE No. 1

Located in extreme northwest Colorado, the Moffat County School District and its 150 teachers educate more than 2,500 students. The district has an ongoing bargaining agreement that is limited only to “matters of salaries and related economic conditions of employment.”¹¹⁸ Special rights for paid Moffat County Education Association leave are not granted.

**ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS’
UNION THROUGH THE MOFFAT COUNTY SCHOOL
DISTRICT COLLECTIVE BARGAINING AGREEMENT =
\$0.00**

28) Alamosa School District RE-11J

Alamosa RE-11J comprises most of the southern half of Alamosa County in southern Colorado. The district ranks 45th statewide with a total enrollment of nearly 2,300 students and a payroll of nearly 150 teachers. Its current collective bargaining agreement was established in 2001 and is set to be renegotiated in 2004.

A) *Teacher Release Time for Union Activities.* The Alamosa Education Association is designated 24 total days of leave time, which comprehensively covers local business, contract negotiations, and the state delegate assembly. Representatives are limited to taking two days per month, with the exception of four days for the month including the CEA Delegate Assembly. The district does not pay for the cost of substitutes who replace teachers on Association leave.¹¹⁹

$(24 \{ \text{union leave days} \} \times \$213.22 \{ \text{average teacher per diem in Alamosa} \}) - (24 \times \$70.00 \{ \text{substitute per diem rate in Alamosa} \}) = \mathbf{\$3,437.28}$

B) *Leave for the Union President and Other Officers.* Ten extra days are set aside for either the union president or any member who is elected to office with the CEA or NEA, “in order to attend out-of-town meetings, etc.”¹²⁰

$(10 \text{ \{officer leave days\}} \times \$213.22 \text{ \{average teacher per diem in Alamosa\}}) - (10 \times \$70.00 \text{ \{substitute per diem rate Alamosa\}}) = \textbf{\$1,432.20}$

**POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE ALAMOSA
SCHOOL DISTRICT RE-11J COLLECTIVE
BARGAINING AGREEMENT = \$4,869.48**

29) Sheridan School District No. 2

One of the smaller school districts in the Denver metro area, Sheridan 2 in Arapahoe County ranks 46th in the state with a pupil enrollment just less than 2,000, employing approximately 130 teachers. Its current collective bargaining agreement is in effect for the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* The 20 days allotted to the Sheridan Educators' Association for leave are distributed under well-defined guidelines. On any given week, no more than eight cumulative days of Association leave may be taken. Two days notice must be given to the building principal in all cases, and “prior approval” is required for requested leave days that would coincide with days not operating on “the regular schedule of instruction” (including parent-teacher conferences).¹²¹ The union is required to reimburse the district for substitute costs.

$(20 \text{ \{union leave days\}} \times \$206.05 \text{ \{average teacher per diem in Sheridan\}}) - (20 \times \$100.00 \text{ \{substitute per diem rate in Sheridan\}}) = \textbf{\$2,121.00}$

B) *Leave for the Union President and Other Officers.* The president of the Sheridan Educators' Association receives 18 days of paid leave per school year, expected generally to "be used at the rate of two (2) days per month," with the union mandated to repay the district for 75 percent of the substitute costs accrued.¹²² Finally, 15 collective days are allocated for any teacher(s) elected to a regional, state or national union office, with full reimbursement for the cost of substitute teachers.¹²³ This pair of provisions breaks down the subsidy into two separate tabulations:

$(18 \text{ \{president leave days\}} \times \$236.46 \text{ \{current SEA president per diem\}}^{124}) - (18 \times \$75.00 \text{ \{75\% of substitute per diem rate in Sheridan\}}) = \mathbf{\$2,906.28}$

$(15 \text{ \{officer leave days\}} \times \$206.05 \text{ \{average teacher per diem in Sheridan\}}) - (15 \times \$100.00 \text{ \{substitute per diem rate in Sheridan\}}) = \mathbf{\$1,590.75}$

**POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE SHERIDAN
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$6,618.03**

30) Weld County School District No. RE-5J

Primarily covering the Johnstown and Milliken areas of western Weld County, the RE-5J school district's student and teacher counts are nearly identical with those of Sheridan. The current collective bargaining agreement for Johnstown-Milliken remains in effect through the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* Ten days of paid leave are given to the Johnstown-Milliken Education Association, and they are required only for the fifth and following days to reimburse the district for substitute

costs. Teachers using leave must notify their building principal at least 48 hours in advance.¹²⁵

$(10 \{ \text{union leave days} \} \times \$196.75 \{ \text{average teacher per diem in RE-5J} \}) - (6 \times \$75.00 \{ \text{Substitute per diem rate in RE-5J} \}) = \mathbf{\$1,517.50}$

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE WELD COUNTY SCHOOL DISTRICT RE-5J COLLECTIVE BARGAINING AGREEMENT = \$1,517.50

31) Fremont School District RE-2

Fremont School District RE-2 primarily serves the city of Florence and southeastern Fremont County, in the Pikes Peak region, and is virtually identical in size with both Sheridan and Weld County RE-5J. Its current collective bargaining agreement was approved in August 2003.

A) *Teacher Release Time for Union Activities.* Official representatives of the Eastern Fremont Education Association are granted a total of 10 leave days per year “without loss of salary for the purpose of attending Association workshops, conferences, conventions or other Association business and activities.”¹²⁶ The union is responsible for compensating substitute teachers, while the teacher must give three days notice to the superintendent before taking leave.¹²⁷ By the terms of the agreement no more than four teachers may use Association leave on the same day, and according to the superintendent Fremont RE-2 has never had any teacher use more than two days in a given year.¹²⁸ While five days of leave is the most typically taken per year, the fact remains that

the agreement provides for 10 and thus the following potential subsidy:

$(10 \text{ \{union leave days\}} \times \$220.58 \text{ \{average teacher per diem in Fremont RE-2\}}) - (10 \times \$60.00 \text{ \{substitute per diem rate in Fremont RE-2\}}) = \textbf{\$1,605.80}$

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE FREMONT SCHOOL DISTRICT RE-2 COLLECTIVE BARGAINING AGREEMENT = \$1,605.80

32) East Otero School District R-1

Ranking 53rd in the state with roughly 1,800 students and 120 teachers, the East Otero school district comprises the city of La Junta and a large portion of Otero County in south-eastern Colorado. Its collective bargaining agreement is currently revised and updated through the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* In its agreement with the teachers' union, the East Otero school district only agrees to "continue the past practice of reasonable support for Association Business absences."¹²⁹ According to a tenured senior administrator, this issue has never been a point of great contention since the union has not abused the practice. Nevertheless, the La Junta Education Association takes up to 10 total days per year, mainly to attend the CEA Delegate Assembly. The district sees no conflict in this and thus does not require the union to compensate them, even for the cost of substitute teachers.¹³⁰ Also, if both parties mutually agree to contract negotiations during the school day, up to six

union members will be granted paid leave from their teaching assignments.¹³¹ The district's senior administrator noted that including this provision the LJEa could "easily" use up to 20 days in a year "if everybody agreed to it."¹³² The following subsidy could therefore be estimated from an otherwise vague and open-ended contract provision.

$$20 \{\text{union leave days}\} \times \$198.57 \{\text{average teacher per diem in East Otero}\} = \mathbf{\$3,971.40}$$

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE EAST OTERO SCHOOL DISTRICT COLLECTIVE BARGAINING AGREEMENT = \$3,971.40

33) Gunnison Watershed School District RE-1J

The rural mountain Gunnison Watershed School District enrolls more than 1,600 students and employs more than 130 teachers. Its current collective bargaining agreement is in effect for the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* The agreement allows 20 days of paid leave to the Gunnison County Education Association, with the union and the district splitting the cost of substitute teachers.¹³³

$$(20 \{\text{union leave days}\} \times \$196.47 \{\text{average teacher per diem in Gunnison}\}) - (20 \times \$34.00 \{\text{one-half substitute per diem rate in Gunnison}\}) = \mathbf{\$3,249.40}$$

By practice, Association leave days are determined in advance through joint agreement of the superinten-

dent and the Association president. If both parties also agree to contract negotiations during the school day, the appropriate teachers are given leave entirely at district expense.¹³⁴

B) *Leave for the Union President and Other Officers.* The agreement also provides for the possibility of a local union member holding a CEA position, granting that teacher up to 10 days leave with the CEA repaying the district for substitute costs. However, it also stipulates that “Such leave shall be for professional activities that are educational in nature.”¹³⁵

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE GUNNISON
WATERSHED SCHOOL DISTRICT COLLECTIVE
BARGAINING AGREEMENT = \$3,249.40**

34) Trinidad School District No. 1

Ranking 59th in the state with a pupil enrollment of nearly 1,500 instructed by roughly 100 teachers, Trinidad School District includes the largest population center of Las Animas County, which borders on the state of New Mexico. Its current collective bargaining agreement is valid for the 2002-2003 and 2003-2004 school years.

A) *Teacher Release Time for Union Activities.* The Trinidad Federation of Teachers, affiliated with the American Federation of Teachers, receives six total days of paid leave per year. The district and the union each pay half of the substitute teacher costs.¹³⁶

$(6 \{ \text{union leave days} \} \times \$209.99 \{ \text{average teacher per diem in Trinidad} \}) - (6 \times \$40.00 \{ \text{one-half substitute per diem rate in DPS} \}) = \mathbf{\$1,019.94}$

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE TRINIDAD
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$1,019.94**

35) Salida School District R-32

Centered in the small mountain town of Salida in Chaffee County, this school district educates more than 1,100 students with nearly 90 teachers to rank it 70th largest in Colorado. Its current collective bargaining agreement was ratified in 2002 and remains in effect until the end of the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* The Salida Education Association receives eight paid leave days at district expense (including substitute costs) “to attend national or state professional meetings.”¹³⁷

8 {union leave days} X \$176.96 {average teacher per diem in Salida} = **\$1,415.68**

One week’s advance notice must be given by the Association president to the superintendent and appropriate building principals. According to one of the Association officers, their requests for such leave “can’t be denied unless these days are used for other business that is not state or national.”¹³⁸

B) *Leave for the Union President and Other Officers.* In the event that an SEA member is elected to state or national office, the district grants that teacher one day per month of paid leave (nine per school year). The union is required to defray the substitute teacher cost.¹³⁹

$(9 \text{ \{officer leave days\}} \times \$176.96 \text{ \{average teacher per diem in Salida\}}) - (9 \times \$70.00 \text{ \{substitute per diem rate in Salida\}}) = \962.64

**POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE SALIDA SCHOOL
DISTRICT COLLECTIVE BARGAINING AGREEMENT =
\$2,378.32**

36) Huerfano School District RE-1

Huerfano School District enrolls approximately 830 students from the town of Walsenburg and most of outlying Huerfano County in southern Colorado. Its current collective bargaining agreement lasts through the 2003-2004 school year.

A) Teacher Release Time for Union Activities. Although this tiny rural district employed only 55 teachers in 2002-2003, its agreement extends 25 days of leave to the Huerfano Education Association. The union president is required to give two days notice to the appropriate building principal and superintendent for approval. The district foots the entire bill for the first 10 days, while the HEA at least covers the substitute teacher costs for the next 15.¹⁴⁰ This is the prime example of a small district holding onto an outdated provision, even though the practice comes nowhere near the total allowed. According to the superintendent, it is unusual for more than three days to be taken in one year, with the allotment of 25 probably coming from an earlier time when the union members took the leave days for “adversarial bargaining.”¹⁴¹ Nevertheless, the measure remains in the agreement and leaves the potential for abuse under less cordial circumstances.

$(25 \text{ \{union leave days\}} \times \$207.88 \text{ \{average teacher per$

diem in Huerfano}) – (15 X \$70.00 {substitute per diem rate in Huerfano}) = **\$4,147.00**

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

**POTENTIAL ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE HUERFANO
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$4,147.00**

37) Center Consolidated School District 26 JT

The Center Consolidated School District in rural southern Saguache County enrolls more than 650 students and employs 55 teachers, with its current collective bargaining agreement in effect from 2001 to 2004.

A) *Teacher Release Time for Union Activities.* The agreement grants six standard days of paid leave to the Center Education Association, which is also responsible for reimbursing substitute costs.¹⁴² The Center superintendent says he allows teachers “to take leave whenever they choose to regarding union matters,” since the district is so small and they “operate under a relationship based on trust and professionalism.” He explains that if there were any abuse of this policy it could be handled “face to face” and probably with tighter controls in the next contract.¹⁴³ Taking the six standard leave days as the basis for calculation, the small subsidy from the Center school district would be as follows:

(6 {union leave days} X \$178.34 {average teacher per diem in Center}) – (6 X \$65.00 {substitute per diem rate in Center}) = **\$680.04**

B) *Leave for the Union President and Other Officers.* A maximum of 20 days paid leave are available through the contract for any teacher elected to a “regional, state or national position.”¹⁴⁴ According to the superintendent, the district has “a very high threshold on the limit to the days allowed, but we have never had any one member even come close to that.”¹⁴⁵ In any case, the union is again responsible for paying the substitute teacher costs. The highest potential subsidy under this provision, therefore, would be the following:

$$(20 \{ \text{officer leave days} \} \times \$178.34 \{ \text{average teacher per diem in Center} \}) - (20 \times \$65.00 \{ \text{substitute per diem rate in Center} \}) = \textbf{\$2,266.80}$$

**POTENTIAL ANNUAL TAXPAYER SUBSIDY TO
THE TEACHERS’ UNION THROUGH THE CENTER
CONSOLIDATED SCHOOL DISTRICT COLLECTIVE
BARGAINING AGREEMENT = \$2,946.84**

38) Las Animas School District RE-1

Comprising the western half of southeast Colorado’s Bent County, Las Animas School District employs more than 50 teachers to educate more than 600 students. Put into effect in 2001, its current collective bargaining agreement extends through the end of the 2003-2004 school year.

A) *Teacher Release Time for Union Activities.* The agreement gives 10 days paid leave to teachers in the Las Animas Education Association. Excluding the possibility of mutually agreed school day contract negotiations where three teachers can take simultaneous leave, no more than two instructors can use this provision to be absent from their duties at the same time. The district and union split the substitute costs for the first five days, but the union pays entirely for the last five.¹⁴⁶

$(10 \text{ \{union leave days\}} \times \$173.09 \text{ \{average teacher per diem in Las Animas\}}) - (7.5 \times \$65.00 \text{ \{substitute per diem rate in Las Animas\}}) = \$1,243.40$

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE LAS ANIMAS
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$1,243.40**

39) Telluride School District R-1

Tucked away in mountainous San Miguel County, Telluride School District has more than 60 teachers to educate roughly 560 students. The current collective bargaining agreement was signed on September 1, 2003.

A) *Teacher Release Time for Union Activities.* Under the terms of the Telluride agreement, Association leave is not accorded a separate category but falls under the heading of Professional leave. Each teacher in the district receives three such paid leave days per year, with substitute costs covered by the district. Administrative approval is required for all professional leave requests.¹⁴⁷ According to the district administrator who processes these requests, very few days if any are ever taken by Telluride Education Association members for union activities. One teacher a year may go to the CEA Delegate Assembly, but it is just as likely that no one will.¹⁴⁸

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

**ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS'
UNION THROUGH THE TELLURIDE SCHOOL
DISTRICT COLLECTIVE BARGAINING AGREEMENT =
\$0.00**

40) South Conejos School District RE-10

The South Conejos School District ranks 121st in size among those in Colorado, its more than 30 teachers ministering to fewer than 350 students in Antonito and rural parts of Conejos County near the New Mexico border. Its current collective bargaining agreement was ratified in 2000 and lasts through the end of the 2003-2004 school year.

A) Teacher Release Time for Union Activities. The Antonito Classroom Teachers Association reimburses the district for substitutes used to cover its maximum six allotted leave days. No more than two teachers may be absent during the same day under this provision.¹⁴⁹

$(6 \{ \text{union leave days} \} \times \$234.85 \{ \text{average teacher per diem in South Conejos} \}) - (6 \times \$70.00 \{ \text{substitute per diem rate in South Conejos} \}) = \mathbf{\$989.10}$

If an impartial mediator calls for hearings during the school day, negotiating teachers receive paid leave to attend. The union is responsible for paying the substitute costs, unless none are available and a regular teacher is required by the principal to perform substitute duty.¹⁵⁰

B) Leave for the Union President and Other Officers. No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE SOUTH CONEJOS
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$989.10**

41) Centennial School District R-1

The smallest Colorado school district with a collective bargaining agreement, Centennial and its 25 teachers serve roughly 300 students in rural Costilla County and the town of San Luis. Its agreement has been in effect since 1999.

A) Teacher Release Time for Union Activities. Six association leave days are available under the following terms. Centennial's agreement specifies two paid leave days apiece for the local union's two representatives to attend the CEA Delegate Assembly. Two more paid leave days may be used for Association activities.¹⁵¹

6 {union leave days} X \$233.44 {average teacher per diem in Centennial} = **\$1,400.64**

B) Leave for the Union President and Other Officers. No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE CENTENNIAL
SCHOOL DISTRICT COLLECTIVE BARGAINING
AGREEMENT = \$1,400.64**

APPENDIX C: Colorado's Four Largest School Districts without Collective Bargaining Agreements

1) Academy School District No. 20

Academy School District 20 in El Paso County serves nearly 19,000 students. This school district is Colorado's largest without a collective bargaining agreement. There is nothing regarding leave for the Academy Education Association in its board policies. The superintendent or assistant superintendent of human resources approve individual requests as they are made, typically one to four days a year "primarily for CEA business." The association pays for the substitute teacher costs, while the district pays the teacher's salary.¹⁵² With a difference of \$145 between the average teacher per diem (\$220) and the substitute daily rate (\$75), the largest typical subsidy in Academy 20 would be about **\$580**. No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO
THE TEACHERS' UNION THROUGH ACADEMY 20
ADMINISTRATIVE POLICIES = \$580**

2) Harrison School District No. 2

With 660 teachers on staff and nearly 11,000 students in its classrooms, the Harrison School District in El Paso County does not have a collective bargaining contract with the local teachers' union. Rather, Harrison has an "Agreement of Trust and Understanding" between the Harrison Board of Education, Harrison Education Association, Harrison Educational Support Personnel Association and other district employees. The agreement provides the opportunity to union "officers and designated representatives" to take paid leave "for attendance [sic] at Association-related activities." The outlined procedure for requesting such leave days includes gaining the approval of both the supervisor and the

Association president and notifying the Human Resources Office “at least three days prior to the effective date.” The union is required to finance the cost of substitute teachers.¹⁵³ According to one district administrator, the only leave approved for the Harrison Education Association is two days each for two to four teachers to attend the CEA Delegate Assembly.¹⁵⁴ The maximum subsidy from Harrison’s taxpayers to the HEA would therefore be as follows:

$$(8 \text{ \{union leave days\}} \times \$204.94 \text{ \{average teacher per diem in Harrison\}}) - (8 \times \$82.00 \text{ \{substitute per diem rate in Harrison\}}) = \$983.52$$

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS’ UNION THROUGH THE HARRISON
SCHOOL DISTRICT AGREEMENT = \$983.52**

3) Widefield School District No. 3

El Paso County’s Widefield School District has a teacher payroll of 500 and a pupil enrollment exceeding 8,600. In the absence of a collective bargaining agreement, the approval and use of association leave is governed by Board of Education policies.

A) Teacher Release Time for Union Activities. The Widefield Education Association is permitted a total of 20 days paid leave (limit five per individual) each school year. An association officer must request the release time in writing at least three days in advance, and the association must reimburse the district at the daily substitute rate of pay.¹⁵⁵

$$(20 \text{ \{union leave days\}} \times \$225.03 \text{ \{average teacher per diem in Widefield\}}) - (20 \times \$85.00 \text{ \{substitute per diem rate in Widefield\}}) = \$2,800.60$$

B) *Leave for the Union President and Other Officers.* No special provisions are made for union officers.

**ESTIMATED ANNUAL TAXPAYER SUBSIDY TO THE
TEACHERS' UNION THROUGH THE WIDEFIELD
SCHOOL DISTRICT BOARD OF EDUCATION POLICY
= \$2,800.60**

4) Falcon School District No. 49

Also without a collective bargaining agreement, El Paso County's Falcon School District educates nearly 8,000 students. There are no policies governing association leave. According to one key administrator, any Falcon Education Association member desiring to take such leave "would have to make a specific request to the superintendent," but the practice just "doesn't happen."¹⁵⁶

**ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS'
UNION IN FALCON SCHOOL DISTRICT NO. 49 = \$0.00**

Endnotes

¹ Colorado Department of Education, "Pupil Membership by School District – Highest to Lowest, Fall 2002," <http://www.cde.state.co.us/cdereval/download/pdf/2002PM/2002PMbyDistrictHighesttoLowest.pdf>. CDE, "Fall 2002 Teacher Count by Race/Ethnicity," <http://www.cde.state.co.us/cdereval/download.pdf/2002Staff/20022003TchDistEth.pdf>. These sources provided all student population and teacher count data used in this paper.

² *Master Contract Effective July 1, 2003 between the Greeley Education Association and the Board of Education, School District No. 6, Article IV-B-1; 2003-2004 Memorandum of Understanding between the Thompson Education Association and the Thompson School District R2-J Board of Education*, p9, Article 5-2-1; *Master Agreement Between the Durango School District No. 9-R and the Durango Education Association (1999-2004)*, p7, Article 6-7; *Agreement between Alamosa School District RE-11J and Alamosa Education Association*, Article 7-2.2; and *Master Agreement Between Centennial Education Association and the Centennial Board of Education, Centennial School District R-1, San Luis, Colorado, July 1, 1999-June 30, 2004*, Article 10-8. While it is suggested in other agreements, these five actually include the CEA Delegate Assembly by name as a specific use for release time.

³ *Professional Negotiations Agreement Between School District Fremont RE-1 and the Canon City Education Association (1999-2004)*, p14, Article 9-3-3.

⁴ *Master Agreement Between the Antonito Classroom Teachers Association and the South Conejos School District RE-10, July 15, 2000-July 15, 2004*, Article 5.3.

⁵ *Greeley Master Contract*, V-B-8.

⁶ *Agreement Between The Board of Education and the Employees Represented by The Boulder Valley Education Association of the Boulder Valley School District RE2J, Effective Dates: July 1, 2003-June 30, 2004*, p4, Section B-2.

⁷ The 15 Colorado school districts with collective bargaining agreements that do not mention negotiation release time are as follows: Colorado Springs 11, Aurora, Poudre R-1, Littleton, Thompson R-2J, Adams County 14, Summit RE-1, Moffat County RE-1, Weld County RE-5J, Fremont RE-2, Trinidad 1, Salida R-32, Huerfano RE-1, Telluride R-1 and Centennial R-1.

⁸ *Agreement Between Las Animas School District No. RE-1 and Las Animas Education Association, July 1, 2001-June 30, 2004*, p19, Article 9-8-3.

⁹ *Alamosa Agreement*, 7-2.2.

¹⁰ Email to the author from Adams 12 administrator, December 11, 2003. Email to the author from Montrose administrator, December 3, 2003. Northglenn-Thornton's teachers' union provides advance notice "as a courtesy for coverage," and Montrose has a customary limit of six teachers at one time.

¹¹ *Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J, Effective July 1, 2000-December 31, 2002*, p32, Article 30.2.4. In St. Vrain Valley, there is a stated limit of five days union leave per teacher per year, but it is rendered virtually meaningless by the qualifier "[e]xcept to attend Association activities as designated by the Association President or designee."

¹² Myron Lieberman, *Understanding the Teacher Union Contract: A Citizen's Handbook*, (New Brunswick: Transaction Publishers, 2000), 117.

¹³ *Durango Agreement*, p7, 6-7. *Alamosa Agreement*, 7-2.3. *Agreement Between the Board of Education of Salida School District R-32-J and Salida Education Association, July 1, 2002-June 30, 2003 (revised and extended)*, p13, Article 8-3-4. *Master Agreement Between Board of Education, Sheridan School District No. Two, and Sheridan Educators' Association, Sheridan Public Schools*, Article VI-E.

Master Contract between Center Consolidated School District 26 Jt. and Center Education Association, Effective July 1, 2001-June 30, 2003 (to June 30, 2004, per Article 30.5), ARTICLE 14.3, 14.3.1.

¹⁴ *Boulder Valley Agreement, p57, F-4.2.*

¹⁵ Lieberman, 117.

¹⁶ *Agreement between The Board of Education for Aurora Public Schools and The Aurora Education Association, July 1, 2002-June 30, 2005, p13, Article 10-1.*

¹⁷ *Agreement Between Pueblo School District No. 60 in the County of Pueblo and State of Colorado and the Pueblo Education Association Incorporated, September 1, 2002-August 31, 2004, p 9, Section 4-3-2-2; p43, Section 19-2-3.*

¹⁸ *Master Agreement between The Colorado Springs Education Association and The Board of Education School District No. 11 Colorado Springs, Colorado, July 1, 2002-June 30, 2004, Article IX-F-1.*

¹⁹ Myron Lieberman, *The Teacher Unions: How the NEA and AFT Sabotage Reform and Hold Students, Parents, Teachers, and Taxpayers Hostage to Bureaucracy* (New York: The Free Press, 1997), 101-103. Lieberman examines and exposes internal union documents (including handbooks and pamphlets) to show the large amount of time Uniserv directors and staffs spend on political activities. See also Peter Brimelow, *The Worm in the Apple: How the Teacher Unions Are Destroying American Education*, (New York: Harper Collins, 2003), xiii, 108-110.

²⁰ *Westminster Education Association and Adams County School District No. 50 Board of Education Licensed Employees Agreement, July 1, 2003-June 30, 2004, p45, Article 31-2.* Also "Employee Payroll Deduction Authorization for Westminster Education Association Dues." On the dues form, teachers also have the option to "deduct an amount equal to the value of a cumulative day from each September paycheck" for the same purpose.

²¹ CDE, "Pupil Membership and Classroom Teacher Data, Fall 2002," <http://www.cde.state.co.us/cdereval/download/pdf/2002Staff/2002hdpdmctpub102.pdf>. This source provided all average teacher per diem rates in this paper.

²² *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.*

²³ *Ibid.*, 36-1.

²⁴ *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.*

²⁵ Email to the author from Denver Public Schools administrator, December 8, 2003.

²⁶ *DPS Agreement, p54, 23-1-1.*

²⁷ Letter to the author from DPS Human Resources Office, December 5, 2003.

DPS Agreement, p64, 31-1, contains complete salary schedule.

²⁸ *Ibid.*, p76, Appendix B-1.

²⁹ *Cherry Creek School District No. 5, Englewood, Colorado, Teaching Personnel Negotiated Policy 4135, p5, 3-G(2).*

³⁰ *Ibid.*, 3-G(1).

³¹ Letter to the author from Cherry Creek Human Resources Department, December 10, 2003. Supplemental and extended contract pay are not included in the calculation since they are not union activities at district expense. For complete salary schedule, see CCSD, *Teaching Personnel Negotiated Policy 4141, p6.*

³² *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, p3, III-G.

³³ Ibid., pp2-3, III-E-2.

³⁴ Ibid., p3, III-G-1, III-G-2.

³⁵ *Master Agreement between Board of Education School District No. 12, Adams County and District Twelve Educators' Association, School Years 1998-2004*, p10, Article 5.3.

³⁶ Email to the author from Adams 12 Assistant Superintendent of Human Resources, December 11, 2003.

³⁷ *Adams County Twelve Master Agreement*, p67, 31.1 and 31.2. "Certified/Licensed Salary Schedule," <http://www.adams12.org/hr/certifiedsalary.htm>. Fringe benefits are left out of the calculation since the union is contractually bound to cover them.

³⁸ Facsimile to the author from Adams 12 Payroll Specialist, December 9, 2003. Email from Adams 12 Payroll Supervisor, December 11, 2003. President's salary also includes \$18,951 (\$1,579.25/month) in Leadership pay, an amount that is reimbursed entirely by the DTEA.

³⁹ *Colorado Springs Agreement*, Article IX-F-1.

⁴⁰ Ibid., Article III-E. Letter to the author from Colorado Springs 11 Human Resources Administrator, December 4, 2003.

⁴¹ "Colorado Springs #11 Teacher Salary Schedule, 2003-2004," http://www.ccsd11.k12.co.us/HR/teachers/Salary_Schedule.htm.

⁴² Letter to the author from CS11 Administrator, December 4, 2003.

⁴³ *Aurora Agreement*, p13, 10-2.

⁴⁴ Letter to the author from Aurora Assistant Superintendent of Human Resources, December 4, 2003.

⁴⁵ *Aurora Agreement*, p13, 10-1.

⁴⁶ Letter to the author from Aurora Assistant Superintendent of Human Resources, December 4, 2003, contains specific salary and reimbursement details.

⁴⁷ *Boulder Valley Agreement*, p57, Section F-4.

⁴⁸ Personal telephone conversation of the author with Boulder Valley Chief Personnel Officer on December 2, 2003.

⁴⁹ *Boulder Valley Agreement*, p56, F-1.

⁵⁰ Ibid., F-1.1, F-1.2.

⁵¹ Facsimile to the author from Boulder Valley Human Resources Office, December 8, 2003, contains salary details. Facsimile to the author from Boulder Valley Human Resources Office, January 13, 2004, contains reimbursement information. The president's salary is \$61,474 plus 11.79% for benefits and \$3,825 for insurance costs, and the vice-president's salary is \$65,526 plus 11.79% for benefits and \$3,825 for insurance costs. Reimbursement costs are based on the average 2003-2004 new hire salary of \$41,722 plus specific reimbursements for benefits.

⁵² Email to the author from Poudre Executive Director of Human Resources, December 22, 2003.

⁵³ Ibid.

⁵⁴ Voice mail message to the Education Policy Center Director from Poudre Human Resources Administrator, January 14, 2004.

⁵⁵ *Employee Agreement Between The Association of Classified Employees, The Poudre Association of School Executives, The Poudre Education Association and The Board of Education Poudre School District*, p15, Article 5.2.1.

⁵⁶ Letter to the author from Poudre Human Resources Department, December 5, 2003, contains current president's salary and benefits information. "Salary Schedule T: Poudre School District Educator Salary Schedule, 2003-2004," <http://>

www.psdschools.com/documentlibrary/downloads/Human_Resources/Certified_Teacher_Salary_Schedule.pdf.

⁵⁷ Personal telephone conversation of the author with St. Vrain Valley administrator, November 4, 2003.

⁵⁸ St. Vrain Agreement, p32, 30.2.1.

⁵⁹ Ibid., p32, 30.2.2.

⁶⁰ Ibid., p31, 30.1.1. Facsimile to the author from St. Vrain Valley Human Resources Office, December 4, 2003.

⁶¹ St. Vrain Agreement, p31, 30.1.1. "St. Vrain School District Salary Schedule," <http://www.stvrain.k12.co.us/Districtdept/HR/2003-04%20Teacher%20Salary.htm>.

⁶² Personal telephone conversation of the author with Mesa Valley Human Resources director, December 4, 2003.

⁶³ Gore, 17.

⁶⁴ Mesa County Valley School District 51, Board Policy GCC: Licensed Staff Leaves and Absences (Revised: January 21, 2003), p5.

⁶⁵ Ibid. Addendum to the Agreement between the Mesa Valley Education Association and the Mesa County Valley School District No. 51, Grand Junction, Colorado, July 1, 2001 – June 30, 2004, p1.

⁶⁶ Agreement between the Mesa Valley Education Association and the Mesa County Valley School District 51, Grand Junction, Colorado, July 1, 2001 – June 30, 2004, pp14-15, Section 8.6. "Classroom Teachers Basic Annual Salary Schedule, 186 Day, July 1, 2002-June 30, 2003," http://www.mesa.k12.co.us/2003/Human_Resources/documents/200s-03%20SAL%20SCH%20T.PDF. According to the Human Resources administrator, the schedule was not changed from 2002-2003 to 2003-2004. The figure comes from Range 2, Step 3, per the agreement, and includes an added 15% for estimated benefits.

⁶⁷ Personal telephone conversation of the author with Mesa Valley Human Resources director, December 4, 2003, disclosed president's salary and benefit information.

⁶⁸ Mesa Valley Agreement, p14, 8.6.

⁶⁹ Pueblo 60 Agreement, p8, 4-3-1.

⁷⁰ Ibid., 4-3-2.

⁷¹ Greeley Master Contract, Article IV-B-1.

⁷² Ibid., IV-B-2.

⁷³ Ibid., IV-B-3.

⁷⁴ Ibid., IV-B-3a. Facsimile to the author from Greeley Human Resources administrator, December 19, 2003. Email to the author from Greeley Human Resources administrator, January 12, 2004. Excluding benefits, the current GEA president earns \$4,633.08 per month.

⁷⁵ Collective Bargaining Agreement Between School District No. Six, Arapahoe County, Littleton, Colorado and the Littleton Education Association, August 1, 2003-July 31, 2006, p6, Article 5.1.2.

⁷⁶ Email to the author from Littleton administrator, December 2, 2003.

⁷⁷ Letter to the author from Littleton Assistant Superintendent of Human Resources, December 4, 2003.

⁷⁸ Littleton Agreement, p7, 5.1.7. Reimbursement amount detailed in letter to the author from Littleton Assistant Superintendent of Human Resources, December 11, 2003.

⁷⁹ Thompson Agreement, p9, 5-2-1.

⁸⁰ Ibid.

⁸¹ Ibid., p10, 5-2-2.

⁸² Ibid., p85, Adjournment B. For complete salary schedule, see Ibid., p29.

- ⁸³ Letter to the author from Thompson Executive Director of Human Resources, December 4, 2003. The TEA's current president earns \$57,468 salary plus \$5,833 in standard benefits for a total of \$63,301.
- ⁸⁴ *Westminster Agreement*, p45, 31-6.
- ⁸⁵ *Ibid.*, 31-1.
- ⁸⁶ *Ibid.*, 31-2. See also pp32-33, Article 22, "Cumulative Leave."
- ⁸⁷ *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*, p31, Article 7-6.
- ⁸⁸ *Ibid.*, p32, 7-6-1.
- ⁸⁹ *Agreement Between Brighton School District 27-J Adams and Weld Counties And Brighton Education Association for the period from July 1, 2003 to June 30, 2006*, p39, Article 14-3-2.
- ⁹⁰ *Ibid.*, 14-3-3. Email to the author from Brighton Human Resources Department, December 4, 2003. The BEA president makes \$58,239 on the salary schedule, which divided by 185 contract days yields a per diem rate of \$314.81.
- ⁹¹ *Agreement Between Adams County School District 14 and School District 14 Classroom Teachers' Association, July 1, 2003, to June 30, 2006*, p34, Article 14-6.
- ⁹² Email to the author from the Adams 14 Executive Director of Human Resources, December 2, 2003.
- ⁹³ *Ibid.*
- ⁹⁴ *Adams 14 Agreement*, p34, 14-7.
- ⁹⁵ Facsimile to the author from Adams 14 Executive Director of Human Resources, December 11, 2003. The president's current salary is \$47,555, with the per diem rate calculated on the basis of 188 contract days.
- ⁹⁶ *Adams 14 Agreement*, p29, 13-6.
- ⁹⁷ *Agreement Between the Adams County School District No. 1 Board of Education and the Mapleton Education Association (1999-2004)*, p4, Article 3.2.
- ⁹⁸ *Ibid.*
- ⁹⁹ *Ibid.*, p53, 19.1.2.4.
- ¹⁰⁰ *Joint Master Contract Agreement Between the Montrose County School District RE-1J Board of Education and the Uncompahgre Valley Education Association*, Article 11-1-1, 11-1-3, 11-1-4.
- ¹⁰¹ Email to the author from Montrose administrator, December 3, 2003.
- ¹⁰² *Montrose County Master Contract*, Article 11-1. Emphasis added.
- ¹⁰³ *Durango Agreement*, p7, 6-7.
- ¹⁰⁴ *Ibid.*, p4, 3-7.
- ¹⁰⁵ *Ibid.*, p7, 6-7.
- ¹⁰⁶ *Canon City Agreement*, p14, 9-3.
- ¹⁰⁷ *Agreement Between Englewood Educators and Englewood Schools, September 1, 2003-August 31, 2004*, p57, Article 26.3.
- ¹⁰⁸ *Ibid.*, pp57-58, 26.3.2, 26.3.3, 26.3.4.
- ¹⁰⁹ *Ibid.*, p58, 26.3.7. Email to the author from Englewood administrator, December 2, 2003.
- ¹¹⁰ *Ibid.*, p58, 26.3.6.
- ¹¹¹ *Ibid.*, pp57-58, 26.3, 26.3.5; p5, 4.2.5. Email to the author from Englewood administrator, December 2, 2003.
- ¹¹² *Master Agreement Between Morgan County School District RE-3 and Fort Morgan Education Association, July 1, 2003-June 30, 2006*, Article Nine-A-2. Email to the author from Morgan RE-3 administrator, December 12, 2003.

- ¹¹³ *Fort Morgan Agreement*, Article Five-B-3, Article Nine-A-2.
- ¹¹⁴ Email to the author from Morgan RE-3 administrator, December 12, 2003.
- ¹¹⁵ *Summit School District and Summit County Education Association 2002-2005 Professional Documents Portfolio*, p8, Article IV, 4.3.2.
- ¹¹⁶ *Ibid.*, 4.3.3.
- ¹¹⁷ *Ibid.*, 4.3.1.
- ¹¹⁸ *Professional Negotiation Agreement of the Moffat County Board of Education and Moffat County Education Association*, p4.
- ¹¹⁹ *Alamosa Agreement*, 7-2.1 and 7-2.2.
- ¹²⁰ *Ibid.*, 7-2.3.
- ¹²¹ *Sheridan Agreement*, VI-E.
- ¹²² *Ibid.*, VI-F.
- ¹²³ *Ibid.*, VI-E.
- ¹²⁴ Facsimile to the author from Sheridan Payroll/Benefits Officer, December 10, 2003. The current president's salary of \$43,746, divided by 185 contract days, yields the per diem rate of \$236.46.
- ¹²⁵ *Agreement Between the Board of Education of RE-5J and the Johnstown-Milliken Education Association, 2002-2004*, p7, Article IV-B-1.
- ¹²⁶ *Agreement between Fremont RE-2 School District and the Eastern Fremont Education Association*, p28, Article 10-7-1.
- ¹²⁷ *Ibid.*, 10-7-2, 10-7-3.
- ¹²⁸ *Ibid.*, 10-7-5. Email to the author from Superintendent John Merriam, December 4, 2003.
- ¹²⁹ *Agreement Between East Otero School District R-1 and La Junta Education Association*, p10, A-7.
- ¹³⁰ Personal telephone conversation of the author with East Otero Assistant Superintendent, December 8, 2003.
- ¹³¹ *Agreement Between East Otero School District R-1 and La Junta Education Association*, p14, D-8.
- ¹³² Personal telephone conversation of the author with East Otero Assistant Superintendent.
- ¹³³ *Master Agreement between Gunnison Watershed School District RE1J and Gunnison County Education Association*, p53, Article 31-7.
- ¹³⁴ Email to the author from Gunnison administrator, December 2, 2003.
- ¹³⁵ *Ibid.*
- ¹³⁶ *Negotiated Policies of the Trinidad Board of Education and Trinidad Federation of Teachers for the period of July 1, 2002 to June 30, 2004*, p3.
- ¹³⁷ *Salida Agreement*, p13, 8-3-1.
- ¹³⁸ Email to the author from Salida Education Association officer, December 1, 2003. *Salida Agreement*, p13, 8-3-3.
- ¹³⁹ *Ibid.*, 8-3-4.
- ¹⁴⁰ *Agreement between Huerfano Education Association and Huerfano School District Re-1, July 1, 2003-June 30, 2004*, p13, Article 6.9.
- ¹⁴¹ Personal telephone conversation of the author with Superintendent Glenn B. Davis, December 3, 2003.
- ¹⁴² *Center Master Contract*, 14.1, 14.2.
- ¹⁴³ Email to the author from Superintendent George Welsh, December 1, 2003.
- ¹⁴⁴ *Center Master Contract*, 14.3, 14.3.1.
- ¹⁴⁵ Email to the author from Superintendent.
- ¹⁴⁶ *Las Animas Agreement*, p19, 9-8; p6, 5-2-3.
- ¹⁴⁷ *Master Agreement Between the Board of Education District R-1 in the County of San Miguel, State of Colorado, on behalf of Said District, and the Telluride*

Education Association, Not for Profit, on behalf of the Teachers of the Said School District, on this First Day of September, 2003, Article Seven. "Professional leave may be requested for the purpose of participating in the activities or programs of the NEA, CEA, or [Telluride Education Association]."

¹⁴⁸ Personal telephone conversation of the author with Telluride Human Resources Specialist, December 10, 2003.

¹⁴⁹ *South Conejos Agreement*, Article 7.5.

¹⁵⁰ *Ibid.*, Article 5.3.

¹⁵¹ *Centennial Agreement*, 10-8.

¹⁵² Personal telephone conversation of the author with Academy 20 Assistant Superintendent of Human Resources, December 15, 2003.

¹⁵³ *Agreement of Trust and Understanding, Harrison School District Two, Colorado Springs, El Paso County, Colorado: Harrison Board of Education, Harrison Education Association, Harrison Educational Support Personnel Association, and Harrison District Employees, July 1, 2003-June 30, 2004, Article XI, Section 2.*

¹⁵⁴ Personal telephone conversation of the author with Harrison 2 Assistant Superintendent of Human Resources, December 4, 2003.

¹⁵⁵ *Widefield School District No. 3, Board of Education Policy GBB*, p8, Appendix A-6.

¹⁵⁶ Personal telephone conversation of the author with Falcon 49 administrator, December 3, 2003.

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