

Let Teachers' Unions Pay For Union Business

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Executive Summary

Why should taxpayers pay for union officers to take time off and attend union functions? Collective bargaining agreements between school districts and teachers throughout the state provide for leave for the president of the teachers' union and other union officers to conduct union business and attend union-sponsored activities, conferences, and workshops. These forms of leave are largely underwritten by local school districts, creating huge taxpayer subsidies to local teachers' unions. Furthermore, these provisions remove experienced educators from the classroom and replace them with less-experienced counterparts in the form of replacements and substitutes, compromising the quality of education received by students. Because school boards are so closely linked to teachers' unions, any attempt to bring these subsidies to an end should be undertaken legislatively. Such legislation would stipulate the following conditions:

Public school districts shall no longer, directly or indirectly:

- Provide release time with pay for any period of time for service as a union representative in any national, state, or local teachers union, education association, or other professional association, or for service with or on behalf of any such labor organization.
- Release employees from regularly contracted duties to serve in, with, or on behalf of any labor organization for more than one school year; and during any such school year the labor organization shall be responsible for the full cost of the salary and benefits of such employees.

Public educators will no longer:

- Receive release time with pay, with the exception of personal leave days, for any period of time to attend union meetings.

Leave for Union Officials

Of the 20 largest school districts in Colorado, 17 operate under collective bargaining agreements with the local teachers' union. Nearly every one of these agreements grants a full-time, yearlong leave of absence to the president of the local teachers' union from regular teaching duties to fulfill his or her term as union president. Two of these collective bargaining agreements even provide for additional partial leave for other union officers. Often at the expense of the school district, the union president and other officers lose no salary, seniority rights, or fringe benefits (which can be as high as 20% of a teacher's salary) during such leave, and the district is required to reinstate the union president at the end of his or her tenure to a comparable position in the same school he or she taught in prior to serving as union president. Additionally, most of these collective bargaining agreements mandate a certain amount of leave to the union representatives to attend union-sponsored seminars, meetings and functions. These "Association leave" days are granted with full pay, usually at the district's expense, and the district routinely bears the additional costs of hiring a substitute to monitor classrooms abandoned by union representatives using these leave days.

This study was conducted with a very simple purpose: to provide information to the taxpayers of the State of Colorado regarding the use of their tax money. It is also intended as a call for accountability to local school boards implicated by these findings. This study is about teachers' unions, not teachers; its aim is to disclose the actions of the teachers' unions as an organization, not to demean or degrade any hard-working, competent educational professional.¹

Methodology

The formula for totaling the amount of taxpayer subsidies to local teachers' unions aggregates the separate costs of the two major factors, tax dollars subsidizing the union president's leave and tax dollars subsidizing teacher leave for union activities. These two costs are analyzed individually and added together to compute the total amount of the taxpayer subsidy to the local teachers' union.

- A) *Tax Dollars Subsidizing Union President's Leave.* The local school district generally absorbs the cost of the union president's salary and benefits partially or fully during his or her tenure. To calculate the net subsidy flowing from the taxpayer to the union, the amount paid by the union (whether to the union president's salary and benefits directly, to the cost of a replacement teacher, or to a combination of both) is subtracted from the amount paid by the school district in the salary and benefits of the union president. For example, if the union president earns a total of \$50,000 in salary and benefits paid by the district, and if the union

¹ Much of the methodology, observations, and recommendations applied in this study were borrowed from a similar study conducted by Myron Lieberman, Ph.D., and entitled *Collective Bargaining In Florida School Districts* (Tallahassee: The James Madison Institute)

remits \$30,000 to the district to compensate a replacement teacher for the union president, the net taxpayer subsidy to the union equals \$20,000.

- B) *Tax Dollars Subsidizing Teacher Leave for Union Activities.*** The amount of taxpayer subsidy transferred to the union coffers for one teacher on one day of union leave is equal to that teacher's per diem pay minus any amount contributed by the union to defray the costs incurred by providing these days, usually in the form of substitute pay. For example, if the union is granted 100 union leave days at the teacher per diem of \$200, and the union reimburses the district at the substitute daily rate of \$100, then:

$$\begin{aligned} & (100 \text{ \{number of union leave days\} X } \$200 \text{ \{average teacher per diem\}}) \\ - & \underline{(100 \text{ \{number of union leave days\} X } \$100 \text{ \{substitute daily rate\}})} \\ = & \text{ Net subsidy to the union} \end{aligned}$$

In this example, the net subsidy to the union through union leave equals \$10,000.

Combining the two forms of subsidies in this example, the net taxpayer subsidy from the school district to the teachers' union is \$30,000.

- C) *Potential Number of Computers and Textbooks Per Year.*** These columns explore the buying power of these union subsidies in terms of vital educational resources. To calculate the potential number of computers purchased, an average new computer cost of \$1,000 was divided into the total tax dollar subsidy to the teachers' union. For textbooks a similar process was followed using an average high school textbook cost of \$50. It should be remembered that these figures represent potential resources every year, not over a cumulative period.
- D) *The Numbers.*** Each of the collective bargaining agreements examined below has been carefully scrutinized to insure the greatest degree of accuracy in this analysis. In calculating the net subsidies through the union president's salary, educated, informed estimates were combined with the specific wording of the collective bargaining agreements wherever possible. The average teacher per diem rates used in the calculations of union leave reflect district-wide averages for the 1999-2000 school year and were obtained from the Colorado Department of Education. Because the figures used are averages, they most likely underestimate the actual amount of the subsidies because ranking union officials (those who are elected to leadership positions within the union or who use union leave days) tend to be more experienced educators earning higher salaries than their counterparts.

TAXPAYER SUBSIDIES THROUGH UNION LEAVE BY SCHOOL DISTRICT
(For the 20 Largest School Districts in Colorado)

School District (In Order Of Size)	2000-2001 Student Enrollment	Tax Dollars Subsidizing Leave For Union President	Tax Dollars Subsidizing Teacher Leave For Union Activities	Total Tax Dollar Subsidy To Teachers Union	Potential Number of Computers (Per Year)	Potential Number of High School Textbooks (Per Year)
Jefferson County	87,703	\$0	\$62,425	\$62,425	62	1249
Denver Public	70,847	\$20,000	\$39,812	\$59,812	60	1196
Cherry Creek	42,320	\$12,500	\$15,282	\$27,782	27	546
Douglas County	34,918	\$0	\$6,950	\$6,950	7	139
Colorado Springs 11	32,699	\$15,000	\$0	\$15,000	15	300
Aurora	30,453	\$17,000	\$6,258	\$23,258	23	465
Adams County 12	27,955	\$30,000	\$5,751	\$35,751	36	715
Boulder Valley	27,508	\$30,000	\$22,814	\$52,814	53	1056
Poudre Valley	24,502	\$35,000	\$6,329	\$41,329	41	827
Mesa Valley 51	19,688	\$17,000	\$154,015	\$171,015	171	3420
St Vrain Valley	19,620	\$17,000	\$11,965	\$28,965	29	579
Pueblo 60	17,636	\$0	\$22,144	\$22,144	22	443
Academy 20	17,628	\$0	\$0	\$0	0	0
Littleton	16,516	\$20,000	\$6,204	\$26,204	26	524
Weld County 6	15,998	\$30,000	\$6,169	\$36,619	37	732
Thompson	14,766	\$30,000	\$5,088	\$35,088	35	702
Westminster 50	11,231	\$0	\$7,025	\$7,025	7	141
Harrison 2	10,882	\$0	\$0	\$0	0	0
Widefield 3	8,639	\$0	\$2,046	\$2,046	2	41
Pueblo 70	7,222	\$0	\$7,846	\$7,846	8	157
CUMULATIVE TOTALS		\$273,500	\$388,123	\$661,623	662	13,232

Interpretation of Data

Union President's Leave

While many nuances exist in the individual collective bargaining agreements, most of the collective bargaining agreements have similar provisions for financing leave for the union president. Each school district can be grouped in one of three categories according to the amount of the union's contribution to the cost of the union president's leave, whether the union bears the cost of hiring a replacement teacher, paying most of the union president's salary and benefits during his or her tenure, or paying the union president's salary and benefits entirely.

- *School Districts Where Unions Provide for the Cost of a Replacement Teacher.* In half of the twenty largest school districts in Colorado, particularly Denver Public Schools, Adams-Arapahoe 28J, Adams County 12, Boulder Valley, Poudre Valley, Mesa Valley No. 51, St Vrain, Littleton, Weld County 6, and Thompson, the union pays the salary (and sometimes the benefits), usually at a prearranged level on the salary schedule, of a teacher hired to replace the union president on leave. The union president continues to receive compensation as if an employee of the district. Generally the union president is an experienced, tenured teacher and the replacement an inexperienced, less-skilled educator. This difference in experience level translates to a large difference in compensation. Consequently, this arrangement creates the highest taxpayer subsidy flowing into the union, and these districts face the problem of compromised teacher quality when an experienced educator is on leave and an inexperienced one in the classroom.
- *School Districts Where Unions Pay Most of the Union President's Salary and Benefits.* The collective bargaining agreements in Cherry Creek No. 5, and Colorado Springs District 11 provide leave to the union president at only partial expense to the district; most of the cost of the union president's leave is absorbed by the union. Structuring the union president's leave in this way reduces the amount of the subsidy compared to those districts paying the union president's salary in full; however, these districts also bear the cost of hiring a replacement teacher without compensation from the union. These districts still have the problem of compromised teacher quality in those classrooms monitored by replacements.
- *School Districts Where Unions Pay the Union President's Salary and Benefits Entirely.* The final category pertains to those school districts providing no pay to union presidents while on leave: Jefferson County, Douglas County, Pueblo 60, Westminster 50, and Pueblo 70. The only benefits guaranteed by the district to the union president are those relating to retirement and seniority. The union president retains accrued benefits without placing extra costs on the district in his or her absence. Taxpayer subsidies to the union through this provision are eliminated entirely without harming the union president's career as an educator.

Notably, both the Adams School District 12 and Boulder Valley School District RE-J1 collective bargaining agreements provide half-time leave to an additional union officer each year. The Adams School District 12 collective bargaining agreement reads: “The Board shall grant half release time with pay and benefits to the coordinator of the Association.”² Similarly, the Boulder Valley School District “agrees...that the...vice president of the Association should be relieved of {his or her} duties without loss of salary, seniority, or fringe benefits.”³ Why the union vice president or “association coordinator” should receive leave time to discharge his or her duties is unclear, especially considering that this provision can only be found in these two agreements. Allowing additional leave to be granted to these union officers not only greatly increases the amount of the taxpayer subsidy to the Boulder Valley Education Association and the Adams 12 Educators’ Association respectively, but it further damages the overall quality of education by removing experienced teachers from the classroom and replacing them with less experienced counterparts.

Teacher Leave For Union Activities

As in the case of leave for the union president, each school district can be included in one of three groups based on the union contribution to the cost of providing leave to teachers for union activities, whether the union bears none of that cost, the cost of supplying substitutes on these leave days, or the cost of salary for teachers using these leave days.

- *School Districts Where Unions Bear None of the Cost of Teacher Leave For Union Activities.* Half of the school districts examined, namely Jefferson County, Denver Public Schools, Adams County 12, Boulder Valley, Poudre Valley, Mesa Valley No 51, St. Vrain Valley, Weld County District 6, Thompson, and Pueblo 70 provide union leave days entirely at the expense of the district. Not only are these districts sacrificing teacher quality through the use of substitutes, they are also in effect paying two people to do one job. These districts suffer the adverse consequences of granting teacher leave for union activities at their greatest extent.
- *School Districts Where Unions Finance the Cost of Substitutes.* Seven other school districts, Cherry Creek No. 5, Douglas County, Adams-Arapahoe 28J, Pueblo 60, Littleton, Westminster 50, and Widefield (which maintains no collective bargaining agreement between teachers and the school district) continue to pay the salary of teachers on union leave but require the union to bear the cost of supplying substitutes. These districts avoid paying two individuals, but the educational experience of students is compromised by the extra use of substitutes.

² *Master Agreement between Board of Education School District No. 12, Adams County and District Twelve Educators Association School Years 1998-2001*, p. 90.

³ *Agreement Between The Board Of Education and the Employees represented by The Boulder Valley Education Association of the Boulder Valley School District RE2J, July 1, 2001-June 30, 2002*, p. 57.

- *School Districts Where Unions Finance Any Union Leave Entirely.* Two of the remaining school districts, Academy District 20 and Harrison District 2, have no collective bargaining agreements, and they rarely receive requests for union leave. Furthermore, the collective bargaining agreement in Colorado Springs School District 11 stipulates that union leave “days shall be paid by the Association if the teachers are doing work that is not of an educational nature.”⁴ Requiring unions to pay the salary of teachers on leave for union purposes eliminates the subsidy to teachers unions. Furthermore, this requirement may discourage union representatives from requesting unnecessary leave days, guaranteeing that the most experienced educators remain in the classroom.

The Largest Possible Subsidizer

Mesa County Valley School District No. 51 uses a unique process for distributing its professional leave days. Instead of processing requests for these leave days through the superintendent or some other administrator within the school district, as is common practice in other districts, requests for such leave are approved by the Teacher Professional Leave Panel (TPLP), a committee “consisting of five (5) teachers selected by the Association and one (1) administrator in an ex officio capacity.”⁵ The TPLP is granted full authority to develop the guidelines for distributing such leave. This means that the Mesa Valley school board has yielded great power to the Association in determining how these leave days may be used. The Association supplies five of the six members of the TPLP, which not only develops the guidelines for distributing such leave but also is the final authority for approving requests for professional leave. This is a major transfer of power from the school district to the local teachers’ union. What is to stop the TPLP from allowing these professional leave days to be used for union business?

Mesa County Valley School District No. 51 potentially funnels the largest subsidy of any of the school districts scrutinized, over \$170,000, into the local teachers’ unions. Four hundred fifty (450) possible union leave days are available to the Mesa Valley Education Association.⁶ Mesa County District No. 51 has also agreed to “appropriate **fifty-three thousand dollars (\$53,000)** each school year” to defray expenses incurred in the use of this leave⁷, a concession found in none of the other agreements.

Policy Recommendation

Because school board members are often elected with union endorsement, school boards are incapable and unwilling to delete these provisions from collective bargaining agreements with the union. Any attempt at reform must therefore be undertaken legislatively.

⁴ *Master Agreement between The Colorado Springs Education Association and The Board of Education School District No. 11, July 1, 2000- June 30, 2002*, p. 36.

⁵ *Ibid.* pp. 1-2.

⁶ *Addendum to the Agreement between the Mesa Valley Education Association and the Mesa County Valley School District No. 51 July 1, 1998-June 30, 2001*, May 18, 1999, p. 2.

⁷ *Ibid.*

Legislation intended to put an end to these subsidies should include the following stipulations:

Public school districts shall not, directly or indirectly:

- Provide release time with pay for any period of time for service as a union representative in any national, state, or local teachers' union, education association, or other professional association, or for service with or on behalf of any such labor organization.
- Release employees from regularly contracted duties to serve in, with, or on behalf of any labor organization for more than one school year; and during any such school year the labor organization shall be responsible for the full cost of the salary and benefits of such employees.

Public educators will no longer:

- Receive release time with pay, with the exception of personal leave days, for any period of time to attend union meetings.

This policy would allow for leave to the union president provided the union paid the entire cost of his or her salary and benefits. Under this legislation, taxpayer subsidies to teachers' unions through union president leave would be ended. Limiting the length of tenure for the union president to one year would keep the most experienced and qualified teachers in the classroom educating children to the greatest extent possible. The third clause of this proposed policy would not abolish union leave days; rather, such leave days would be taken at union expense or for activities directly improving the teaching skills of educators. Restricting union leave days in this way would not only influence the number of union leave days taken but would guarantee that any taxpayer money financing those leave days would be frugally spent on educational purposes.

Conclusion

Teachers' unions wield a large amount of wealth and influence. It is estimated that the National Education Association and the American Federation of Teachers collect over \$1.3 billion annually in the form of state, local, and national dues.⁸ In the 1990s, the NEA and AFT were respectively the fourth and fifth largest soft money donors to the Democratic Party, donating in excess of \$4.6 million during that decade.⁹ Why should taxpayers subsidize union officers, who represent a wealthy and special interest? Shouldn't unions bear the cost of paying officials to do the union's work? Transferring revenues collected from the taxpayer into the pocket of union officials amounts to public welfare for organized labor.

⁸ Ibid.

⁹ Lewis, Charles *The Buying of the President 2000* (New York, Avon Books, Inc), p. 53.

While a simple analysis using conservative figures reveals an alarming sum extracted from the taxpayers of the state and poured into the local unions, the actual cost of these subsidies to the taxpayer is much higher. As previously examined, granting leave to the union president often requires the district to hire a replacement teacher; substitutes must also be enlisted to replace union representatives on union leave in the classroom. In most cases the districts bear the burden of recruiting, hiring, and paying these teachers (including these teachers' benefits) alone. While these costs may not be considered direct subsidies from the taxpayer to the union, they are economic waste generated by union activity and financed by the local taxpayer. They constitute a portion of the large cost of doing business with the union.

Money collected by the government with the purpose of meeting a pressing societal need -- educating the citizenry -- is diverted from the needy classroom to fund the activities of a wealthy special interest. If these funds were expended on educational resources such as computers and textbooks instead of on leave for union officers, classrooms would be more adequately equipped to provide a conducive learning environment for students. Every dollar funneled into union activities through these subsidies represents a dollar robbed from the student.

Finally, countless studies have proven that "the effectiveness of the teacher is the major factor of student academic progress," a factor so important that there is "little evidence that subsequent effective teachers can offset the effects of ineffective ones."¹⁰ It follows then that the most necessary element in effective public education is teacher quality. Removing an experienced, effective educator from the classroom to serve as union president and replacing him/her with an inexperienced replacement undermines the goal of public education to provide the best educational experience possible to students. Additionally, the unnecessary use of substitutes on union leave days further hampers the learning process as teacher quality in the classroom is compromised.

This study has been narrow in its scope, examining only the arrangements relating to the union president's leave and other forms of official union leave. Several other mechanisms within collective bargaining agreements generate funding for unions at taxpayer expense. Undoubtedly the current policies of leave for union presidents and other union officials, codified in the collective bargaining agreements of 17 of the 20 largest school districts in the state of Colorado, compromise the educational process and provide monetary and institutional benefits to unions at the expense of local school boards, students, and the taxpayer.

¹⁰ William L. Sanders and Sandra P. Horn, "Research Findings from the Tennessee Value-Added Assessment System (TVAAS) Database: Implications for Educational Evaluation and Research" *Journal of Personnel Evaluation in Education*, 12:3, 1998, p. 247.

ADDENDUM

Format

The school districts are listed below in order of enrollment figures, beginning at the largest and culminating in the 20th largest in the State of Colorado. Under each school district, the heading of *Leave for the Union President* precedes the heading of *Union Leave for Other Teachers*, and together these headings are followed by a calculation of the total taxpayer subsidy to the local teachers union.

1) Jefferson County School District R-1

With approximately 88,000 students enrolled, the Jefferson County School District is the largest school district in Colorado. Its jurisdiction covers much of the western metropolitan area. The current collective bargaining agreement in Jefferson County was ratified in 1999 and is valid until 2003.

A) *Leave for the Union President.* The union president receives a leave of absence from his or her teaching duties during his or her term in office; “the amount of release time shall be determined annually, and the Association shall reimburse the District for the President’s salary in proportion to the amount of release time.”¹¹ Although the agreement does not stipulate that the union reimburses the district for benefits, the Jefferson County Education Association has provided a document showing that the union does reimburse the district for the union president's salary and benefits.

B) *Union Leave for Other Teachers.* The Jefferson County collective bargaining agreement prescribes 275 “release days per calendar year for professional leave” at the disposal of “official representatives” of the union for the purpose of “attending JCEA, CEA and NEA functions.”¹² The district is responsible for providing substitute teachers on these days. This provision equates to a massive subsidy to the union:

$(275 \{ \text{number of union leave days} \} \times \$227 \{ \text{average teacher per diem in Jefferson County} \}) = \$62,425.$

TOTAL ANNUAL TAXPAYER SUBSIDY TO TEACHERS’ UNION THROUGH THE JEFFERSON COUNTY SCHOOL DISTRICT COLLECTIVE BARGAINING AGREEMENT= \$62,425.

2) Denver Public School District

With an enrollment of 70,847 students, DPS is the second largest school district in the state of Colorado and serves the city and county of Denver. The current collective bargaining agreement in Denver is binding from September 1, 1999- August 31, 2002. Its subsidies to the DCTA break down as follows:

¹¹ *Agreement between Jefferson County School District R-1 and Jefferson County Education Association, 1999-2003, p. 75.*

¹² *Ibid, p. 67.*

A) *Leave for the Union President.* The DPS collective bargaining agreement requires the district to provide “full salary, benefits and all other entitlements” to the union president “during the President’s term in office.”¹³ However, “on an annual basis, the Association shall remit to the District the amount commensurate with salary and benefits costs of employing a replacement teacher.”¹⁴ Generally, the union president is an experienced educator with an established salary, and the district hires a more inexperienced interim teacher as a replacement; accordingly, the difference in salary and benefits between the union president and the replacement teacher can easily equal as much as **\$20,000**. That difference is a net subsidy to the teachers union out of the taxpayer’s pocket.

B) *Union Leave for Other Teachers.* The DPS collective bargaining agreement provides for 250 days of union leave. During the first 150 days, the district pays the full costs of the teachers’ salary and the pay of the substitute; for the last 100 days, if used by the union, the cost of providing the substitutes falls to the union while the cost of the teachers’ salary remains with the district.¹⁵ Under the provisions of the collective bargaining agreement, the following subsidy is calculated:

$$(150 \{ \text{number of union leave days} \} \times \$202.35 \{ \text{average teacher per diem in DPS} \}) = \mathbf{\$30,352.50}$$

If the Union exercises its option for 100 more leave days as provided in the contract, it receives a net subsidy of the teachers’ salaries minus the pay of the substitutes:

$$(100 \{ \text{number of additional possible union leave days} \} \times \$202.35 \{ \text{average teacher per diem} \}) - (100 \times \$107.76 \{ \text{Substitute per diem rate in DPS} \}) = \mathbf{\$9,459}$$

If all of the elements of this provision are exercised, the total taxpayer subsidy for union leave equals **\$39,812**.

TOTAL POSSIBLE ANNUAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE DENVER PUBLIC SCHOOLS COLLECTIVE BARGAINING AGREEMENT = \$59,812.

3) Cherry Creek School District No. 5

The third largest school district in the state, Cherry Creek School District No. 5, is located in the southeastern metropolitan area and educates over 42,000. The current collective bargaining agreement is binding for the 1999-2000 and 2000-2001 school years.

A) *Leave for Union President.* The president of the Cherry Creek Education Association may be granted up to full-time leave to discharge his or her duties during the tenure of

¹³ *Agreement between School District No. 1 and the Denver Classroom Teachers Association, 1999-2002, p. 53.*

¹⁴ *Ibid.*

¹⁵ *Ibid, p. 54-55.*

office. The union pays “seventy-five percent of the appropriate portion of the salary and benefits...paid on behalf of the President.”¹⁶ The district pays the other 25 percent and carries the cost of “the classroom replacement.”¹⁷ If full-time leave is granted to the union president, the district’s subsidy to the union could be **\$12,500**.

B) *Union Leave for Other Teachers.* Under the current collective bargaining agreement the Association is granted 110 days of union leave per school year. The district continues to pay the per diem rate for the teachers using this leave, and the union pays for the substitutes in the classroom.¹⁸ This arrangement is reversed for any days used over 110, with the union paying the per diem cost and the district financing the substitute.

(110 {number of union leave days} X \$238.93 {average teacher per diem in Cherry Creek School District No. 5}) – (110{number of union leave days} X \$100 {estimated substitute per diem in Cherry Creek School District No. 5}) = **\$15,282.30**.

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE CHERRY CREEK SCHOOL DISTRICT NO. 5 COLLECTIVE BARGAINING AGREEMENT = \$27,782.

4) Douglas County School District Re-1

Douglas County School District Re-1 is situated in the southern metropolitan area of Denver. In recent years the area has experienced an explosion in population, ballooning to a student enrollment of nearly 35,000. Unlike the other education associations in Colorado, the Douglas County Federation of Teachers is affiliated with the American Federation of Teachers and the AFL-CIO. The respective collective bargaining agreement is valid for two years, from 2000-2002.

A) *Leave for the Union President.* In Douglas County School District Re-1 the union president is granted an amount of release time “mutually agreed upon on an annual basis, by the Union and the District” in order to discharge the duties of the union president.¹⁹ The union pays the cost of salary and benefits commensurate with the percentage of time granted for such leave while the district pays the remainder of the president’s salary.

B) *Union Leave for Other Teachers.* Under the current collective bargaining agreement, the union receives 24 days of union leave per school year.²⁰ The union bears the cost of providing substitutes on twelve of these days while the district pays the substitute on the remaining twelve days. Additionally, the union

¹⁶ *Cherry Creek School District #5 Board of Education Policies and Negotiated Agreement for Teachers, 1999-2000, 2000-2001, p. 82.*

¹⁷ *Ibid.*

¹⁸ *Ibid.*

¹⁹ *Contract Between Douglas County Federation of Teachers and Douglas County School District Re-1, 2000-2002, p. 2.*

²⁰ *Ibid.*

may be granted an additional 26 union leave days; on these days the union is required “to reimburse the District for the cost of the substitute.”²¹

$(24 \{ \text{number of Union leave days} \} \times \$214.99 \{ \text{average teacher per diem in Douglas County} \}) - (12 \{ \text{number of Union leave days where substitute is paid by the Union} \} \times \$100 \{ \text{estimated substitute per diem in Douglas County} \}) =$
\$3,959.76.

$(26 \{ \text{number of additional Union leave days} \} \times \$214.99 \{ \text{average teacher per diem in Douglas County} \}) - (26 \{ \text{number of additional Union leave days} \} \times \$100 \{ \text{estimated substitute per diem in Douglas County} \}) =$
\$2,990.

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE DOUGLAS COUNTY COLLECTIVE BARGAINING AGREEMENT = \$6950.

5) Colorado Springs School District 11

Colorado Springs School District 11, located in El Paso County, is a district of around 32,000 students. Its collective bargaining agreement is valid from July 1, 2000-June 30, 2002.

- A) *Leave for the Union President.* Under the collective bargaining agreement, the union president is given the option of taking a yearlong leave of absence or 1/2 day every school day to discharge his/her duties.²² In either case, the school district funds 25% of the salary and 100% of the benefits of the union president, a sum easily reaching **\$15,000.**
- B) *Union Leave for Other Teachers.* Union leave must be preapproved by the District. It is financed entirely by the union when leave time is spent on union activities.²³

TOTAL POSSIBLE SUBSIDY TO THE TEACHERS’ UNION THROUGH THE COLORADO SPRINGS 11 COLLECTIVE BARGAINING AGREEMENT= \$15,000.

6) Adams-Arapahoe 28J

The Adams-Arapahoe School District 28J, also known as the Aurora Public Schools, is located in the eastern metropolitan area and services an enrollment of over 30,000 students. Its current collective bargaining agreement is valid from 1999-2002.

- A) *Leave for the Union President.* The union president is granted a leave of absence by the Board of Education and is “maintained on the district payroll.”²⁴ The union reimburses the district the full salary of a replacement teacher, calculated as the average salary paid to new teachers that year, and the cost of the union

²¹ Ibid.

²² *Master Agreement Between The Colorado Springs Education Association and The Board of Education School District No. 11 Colorado Springs, Colorado, July 1, 2000-June 30, 2002, p. 7-8.*

²³ Ibid, 36.

²⁴ *Agreement between The Board of Education for Aurora Public Schools and the Aurora Education Association, July 1, 1999-June 30, 2002, p. 12.*

president's fringe benefits.²⁵ The difference in salary can equal a subsidy of **\$17,000**.

- B) *Union Leave For Other Teachers.*** Under the current collective bargaining agreement, the union may use up to 50 days of union leave with pay given the union will reimburse the district for the cost of substitutes on such leave days.²⁶

$(50\{\text{number of union leave days}\} \times \$225.51 \{\text{average teacher per diem in Adams-Arapahoe 28J}\}) - (50\{\text{number of union leave days}\} - \$100 \{\text{estimated average substitute per diem}\}) = \mathbf{\$6257.50}$.

TOTAL SUBSIDY TO THE TEACHERS UNION THROUGH THE ADAMS-ARAPAHOE 28J COLLECTIVE BARGAINING AGREEMENT = \$23,258.

7) Adams County School District No. 12

Adams County School District No. 12, also known as Northglenn Thornton District No. 12, is a district of 30,079 students in suburban Adams County. Its collective bargaining agreement covers school years 1998-2001.

- A) *Leave for the Union President.*** “The Board shall grant full release time with pay and benefits to the president of the Association during the president’s term of office.”²⁷ Furthermore, “the Board shall grant half release time with pay and benefits to the coordinator of the Association.”²⁸ The union remits the equivalent of the salary and benefits of a step-two replacement (on the salary schedule) for the union president and half of the salary and benefits of a step-two replacement for the union coordinator.²⁹ This difference, however, can be as large as **\$20,000** for the union president and **\$10,000** for the union coordinator, a total subsidy of **\$30,000**.

- B) *Union Leave For Other Teachers.*** “The district shall provide twenty-five and one-half (25.5) days per school year of Association leave without cost to the Association,” meaning that the district pays for a substitute.³⁰ Any additional leave taken for union purposes is charged to the union at the rate of pay for substitutes during those days.³¹

$(25.5 \{\text{number of union leave days}\} \times \$225.51 \{\text{average teacher per diem in Adams School District 12}\}) = \mathbf{\$5,750.51}$.

This subsidy increases when the union exercises its entitlement to further union leave days.

²⁵ Ibid.

²⁶ Ibid.

²⁷ *Master Agreement between Board of education School District No. 12, Adams County and District Twelve Educators’ Association*, School Years 1998-2001, p. 90.

²⁸ Ibid.

²⁹ Ibid.

³⁰ Ibid, p. 13.

³¹ Ibid, p. 13.

TOTAL TAXPAYER SUBSIDIES TO THE TEACHERS' UNION THROUGH THE ADAMS COUNTY SCHOOL DISTRICT 12 COLLECTIVE BARGAINING AGREEMENT= \$35,751.

8) Boulder Valley School District RE2J

The Boulder Valley School District services approximately 27,000 students in the city and county of Boulder. The collective bargaining agreement in this district runs from July 1, 2001-June 30, 2002.

A) *Leave for the Union President.* The Boulder Valley School District RE2J collective bargaining agreement “the Board agrees...that the president and vice president of the Association...should be relieved of their duties without loss of salary, seniority, or fringe benefits.”³² The union compensates the district for the cost of a replacement teacher for the union president, remitting to the district an amount equal to the average salary and benefits of first-year, non-probationary teachers hired by the district that year.³³ The difference between these rates of compensation can be as high as **\$20,000**. The union also pays for a half-time replacement for the union vice president using a formula of one-half times the average salary paid to first-year, non-probationary teachers that year.³⁴ The difference between these pay rates can reach **\$10,000**. In total, the taxpayer subsidizes the salary and benefits of union employees to the tune of **\$30,000**.

B) *Union Leave For Other Teachers.* Under the terms of the collective bargaining agreement “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.”³⁵ The district pays the cost of a substitute on these days. The union may petition the district to allow more than the allocated total of 100 days if the union compensates the district for the full cost of the substitutes hired each day above the 100 Association days.

$(100\{\text{number of union leave days}\} \times \$228.14\{\text{average teacher per diem in Boulder Valley School District}\}) = \mathbf{\$22,814}$.

If the union exercises its option for more union leave days, this figure can easily be much higher.

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE BOULDER VALLEY RE2J COLLECTIVE BARGAINING AGREEMENT= \$52,814.

³² *Agreement Between The Board of Education and the employees represented by the Boulder Valley Education Association of the Boulder Valley School District RE2J, July 1, 2001- June 30, 2002, p. 57.*

³³ Ibid.

³⁴ Ibid.

³⁵ Ibid, p. 58.

9) Poudre School District R-1

Servicing the city of Fort Collins, the Poudre School District R-1 includes an enrollment of 24,052 students.

A) *Leave for the Union President.* Under policies promulgated by the Poudre School District Board of Education, “the district provides funding for the president of the Poudre Education Association.”³⁶ The district bears “the actual cost less ½ Teacher B.A. base rate of pay reimbursed by PEA.”³⁷ In other words, the district pays the union president’s salary, and the union contributes one-half of the base salary to the cost of the replacement teacher. The union president is granted full-time release from teaching duties, meaning that under this arrangement the net taxpayer subsidy to the PEA easily equals **\$35,000**.

B) *Union Leave For Other Teachers.* Under an agreement with the superintendent, the Poudre Education Association receives 30 total union leave days to attend the Colorado Education Association delegate assembly at no expense to the union. This allowance creates the following taxpayer subsidy:

$(30 \{\text{number of union leave days}\} \times \$210.97 \{\text{average teacher per diem in Poudre Valley}\}) = \mathbf{\$6,329.10}$

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE POUFRE VALLEY COLLECTIVE BARGAINING AGREEMENT= \$41,329.

10) Mesa Valley County School District No. 51

The Mesa County Valley District No. 51 is located on the Western Slope of Colorado in and surrounding Grand Junction. The District boasts an enrollment of nearly 20,000 students. The collective bargaining agreement in Mesa County Valley School District is valid from July 1, 1998- June 30, 2001.

A) *Leave for the Union President.* Under the current collective bargaining agreement, the union president is granted either half or full-time release from teaching duties during the tenure of office with no loss of “salary, insurance, and retirement benefits.”³⁸ If half-time leave is requested, the union reimburses the district one-half of the union president’s salary and benefits. If full-time release is requested, “the Association will reimburse the District commensurate with Range 2, Step 3” of the salary schedule, including benefits, to hire a replacement.³⁹ This difference in salary and benefits can equal **\$17,000**.

B) *Union Leave.* Requests for professional leave are initially approved by the building principal. After gaining such approval, these requests are submitted to the Teacher Professional Leave Panel (TPLP), “consisting of five (5) teachers

³⁶ Poudre School District Employee Agreement Policy Code: Am031, <http://www.psd.k12.co.us/report/agreement/am031.html>

³⁷ Ibid.

³⁸ *Addendum to Agreement between the Mesa Valley Association and the Mesa County Valley School District No. 51, July 1, 1998- June 30, 2001*, May 18, 1999, p. 1.

³⁹ Ibid.

selected by the Association and one (1) administrator in an ex officio capacity.”⁴⁰ Four hundred fifty (450) days of professional leave with substitutes financed by the district are available for distribution by the TPLP.⁴¹ An additional 50 days per year may be granted to teachers’ requesting professional leave and paying for their own substitutes. Furthermore, the district “will also appropriate **fifty-three thousand dollars (\$53,000)** each school year to the TPLP,” funds available to defray expenses incurred in the use of this leave.⁴² “The decision of the TPLP is final.”⁴³ If the TPLP elected to allow these professional leave days to be used exclusively for union activities, the total subsidy from the taxpayer to the local union would be:

$(450 \{ \text{number of union leave days} \} \times \$212.03 \{ \text{average teacher per diem in Mesa County Valley School District} \}) = \mathbf{\$95,413.50}$.

If the additional 50 leave days are used, the amount of the subsidy grows:

$(50 \{ \text{number of additional union leave days} \} \times \$212.03 \{ \text{average teacher per diem in Mesa County Valley School District} \}) - (50 \{ \text{number of additional union leave days} \} \times \$100 \{ \text{estimated average substitute per diem in Mesa Valley County School District} \}) = \mathbf{\$5,601.50}$.

The District also provides the additional fund of **\$53,000**.

TOTAL POSSIBLE TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE MESA VALLEY COUNTY SCHOOL DISTRICT NO. 51 COLLECTIVE BARGAINING AGREEMENT = \$171,015.

11) St. Vrain Valley School District No. RE-J1

The St. Vrain Valley School District No. Re-J1 covers a large portion of Boulder County, providing education to nearly 19,000 students. The current collective bargaining agreement took effect on July 1, 2000 and expires on December 31, 2002.

A) *Leave for the Union President.* Under the current collective bargaining agreement, the union president “shall be relieved of his/her teaching duties without loss of salary, fringe benefits, or status” during the year.⁴⁴ The union compensates the district an amount equal to 123% of the district’s base salary. The difference, a net subsidy to the union, can reach **\$17,000**.

B) *Union Leave for Other Teachers.* Each academic year the union is “granted 55 days of Association leave...to participate in Association activities as determined by the Association president.”⁴⁵ These days are provided by the district at no cost

⁴⁰ Ibid, p. 1-2.

⁴¹ Ibid, p. 2.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ *Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-IJ, July 1, 2000-December 31, 2002, p. 32.*

⁴⁵ Ibid.

to the union. Therefore, in any given year, the amount of the taxpayer subsidy to the union through union leave is equal to:

$(55 \{\text{number of union leave days}\} \times \$217.55 \{\text{average teacher per diem in St. Vrain Valley School District}\}) = \$11,965.25.$

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE ST. VRAIN VALLEY SCHOOL DISTRICT COLLECTIVE BARGAINING AGREEMENT = \$28,965.

12) Pueblo School District No. 60

Pueblo School District No. 60, located in southern Colorado, has an enrollment of 17,636 students. The current collective bargaining agreement runs for two years, from September 1, 2000-August 31, 2002.

A) *Leave for the Union President.* Under the Pueblo School District No. 60 collective bargaining agreement the Pueblo Education Association pays the salary and benefits of the union president during his/her term of office.⁴⁶

B) *Union Leave for Other Teachers.* 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."⁴⁷ The union reimburses the district for the cost of hiring substitutes on these days. The net taxpayer subsidy through union leave is equal to the amount of salary paid by the district to teachers on leave during these days minus the amount remitted by the union to the district to defray the cost of providing substitutes.

$(200 \{\text{number of union leave days}\} \times \$210.72 \{\text{average teacher per diem in Pueblo District 60}\}) - (200 \{\text{number of union leave days}\} \times \$100 \{\text{estimated substitute per diem}\}) = \$22,144.$

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE PUEBLO SCHOOL DISTRICT NO. 60 COLLECTIVE BARGAINING AGREEMENT = \$22,144.

13) Academy District 20

Academy District 20 is located in El Paso County and serves more than 17,000 students. This District does not have a collective bargaining agreement; however, the Union requests 1-2 leave days per year, reimbursing the District the cost of hiring substitutes on these days.⁴⁸

14) School District No. 6 (Littleton)

School District No. 6, otherwise known as the Littleton School District, has an

⁴⁶ *Agreement Between the Pueblo School District No. 60 and the Pueblo Education Association Incorporated*, September 1, 2000-August 31, 2002, p. 9.

⁴⁷ *Ibid.*

⁴⁸ Personal telephone conversation with administrator in Academy District 20.

enrollment of over 16,000 students. Located in suburban Arapahoe County, its current collective bargaining agreement began on August 1, 2000 and runs until July 31, 2003.

A) *Leave for the Union President.* Under the terms of the collective bargaining agreement, the union president, during his/her leave of office, maintains full salary and benefits as if employed by the District.⁴⁹ The union reimburses the district for “the full salary costs of the average salary of those new teachers employed for the contract year of the President’s term of leave plus eighteen (18%) of that figure to offset fringe benefit costs.” The district continues to pay the union president's PERA, health, life, dental, and disability insurance benefits. The difference between these rates of pay, a net subsidy to the Littleton Education Association, can reach **\$20,000**.

B) *Union Leave for Other Teachers.* “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.”⁵⁰ The union reimburses the district the cost of substitutes on those days.

$(50 \{ \text{number of union leave days} \} \times \$224.07 \{ \text{average teacher per diem in School District No. 6} \}) - (50 \{ \text{number of union leave days} \} \times \$100 \{ \text{estimated substitute per diem in School District No. 6} \}) = \mathbf{\$6,203.50}$.

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE LITTLETON SCHOOL DISTRICT COLLECTIVE BARGAINING AGREEMENT = \$26,204.

15) Weld County School District 6

The Weld County School District 6 provides educational services to 15,998 students in Greeley and Evans.

A) *Leave for the Union President.* In Weld County School District 6, “the president of the Association will be granted 100% release time with full pay and benefits during the term of office and will receive full experience credit and advancement to the appropriate step of the salary schedule annually.”⁵¹ The Greeley Education Association reimburses the district the equivalent of the lowest starting salary of a first year replacement teacher. Because of the sliding pay scale, this difference can amount to **\$25,000** of taxpayer money funneling into the union’s coffers. Furthermore, the district places **\$5,000** in an account “to support the cost associated with the president’s release time.”⁵²

B) *Union Leave for Other Teachers.* The collective bargaining agreement in Weld County School District 6 stipulates that “the Association representatives will be

⁴⁹ *Collective Bargaining Agreement Between School District No. Six and the Littleton Education Association*, August 1, 2000-July 31, 2003, p. 7.

⁵⁰ *Ibid.*, p. 6.

⁵¹ *Master Contract* between the Greeley Education Association and the Board of Education, School District No. 6, July 1, 2000, p. 8.

⁵² *Ibid.*, p. 9.

granted thirty (30) contact days release time per school year” with the express purpose of attending “the Colorado Education Association Delegate Assembly” with substitutes financed by the district.⁵³

$(30 \text{ (number of union leave days)} \times \$205.64 \text{ \{average teacher per diem in Greeley School District \#6\}}) = \mathbf{\$6,169.20}$

The Greeley Education Association further reserves the right to designate individuals who may use union leave days during the school year. The GEA pays the costs of substitute teachers on those days, but the district pays the teachers’ salaries. This arrangement grants an increasingly larger subsidy to the union.

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH GREELEY SCHOOL DISTRICT #6 COLLECTIVE BARGAINING AGREEMENT= \$36,169.

16) Thompson School District R2-J

The Thompson School District R2-J, based in Larimer County, is a district of more than 14,000 students. The collective bargaining agreement is renewed annually, with the agreement examined here covering the 2000-2001 school year.

A) *Leave for the Union President.* The Thompson School District R2-J collective bargaining agreement states that “the president of the Association shall be granted full-time release with full pay and benefits during the term of his/her office” financed by the district.⁵⁴ The district and the union bear the cost equally of hiring a replacement teacher up to a Step 3, Column 3 salary (\$27,718 in 2000-2001). In addition, the replacement’s “benefits and any additional salary will be paid by the Thompson School District.” Therefore, the net subsidy to the Thompson Education Association is equal to the union president’s salary plus salary and benefits for the replacement teacher minus the amount paid by the union for a replacement teacher. This figure can easily reach **\$35,000**.

B) *Union Leave for Other Teachers.* The Thompson Education Association receives 24 days of union leave “to attend the Colorado Education Association Delegate Assembly and other association-related activities.”⁵⁵ The substitutes are furnished by the district on these days. The district, furthermore, grants paid release time to any Thompson Education Association teacher “elected to a Colorado or National Education Association position” provided the union pays the cost of any necessary substitutes.

$(24 \text{ \{number of union leave days\}} \times \$212.01 \text{ \{average teacher per diem in Thompson Valley School District R2-J\}}) = \mathbf{\$5,088.24}$

⁵³ Ibid., p. 8.

⁵⁴ *Memorandum of Understanding between the Thompson Education Association and the Thompson School District R2-J Board of Education*, p. 4.

⁵⁵ Ibid., p. 3.

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE THOMPSON SCHOOL DISTRICT COLLECTIVE BARGAINING AGREEMENT = \$35,088.

17) Adams County School District 50

Located in the northwest metropolitan area, Adams County School District 50, otherwise known as Westminster School District 50, serves nearly 11,231 students. Its current collective bargaining agreement became binding on July 1, 2000 and expires on June 30, 2003.

A) *Leave for the Union President.* The Adams County School District 50 collective bargaining agreement states “the Board will grant the president of the Association released time from District responsibilities without penalty as to placement on the salary schedule, PERA coverage, fringe benefits or specific job assignments.”⁵⁶ The union reimburses the district “for the salary, benefits, and PERA costs of the president.”⁵⁷ Other teachers are allowed to donate personal accumulated leave time to the union to defray the cost of reimbursing the district for the president’s salary.

B) *Union Leave for Other Teachers.* “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.”⁵⁸ This agreement creates the following subsidy:

$(70 \{ \text{number of union leave days} \} \times \$200.35 \{ \text{average teacher per diem in Adams County School District \#50} \}) - (70 \times \$100 \{ \text{estimated substitute daily rate} \}) =$
\$7,024.50

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS' UNION THROUGH THE ADAMS COUNTY SCHOOL DISTRICT #50 COLLECTIVE BARGAINING AGREEMENT= \$7,025.

18) Harrison School District 2

The Harrison School District, located in El Paso County with an enrollment of over 10,000 students, has no collective bargaining agreement with the Union. District has not received a request for a leave day in the last five years.⁵⁹

19) Widefield School District 3

Widefield School District No. 3, located in El Paso County, has an enrollment of over 8,000 students.

A) *Leave for the Union President.* Although the Widefield School District has no collective bargaining agreement, any organization that meets the district’s

⁵⁶ *Agreement Between The Westminster Education Association and the Adams County School District #50 Board of Education*, July 1, 2000- June 30, 2003, p. 46.

⁵⁷ Ibid.

⁵⁸ Ibid.

⁵⁹ Private telephone conversation with administrator in Harrison District 2.

definition of an association is granted up to 20 days of paid leave each year. An association officer must submit a request for leave from the superintendent at least three days in advance and the association pays the cost of a substitute on those days. Not more than five days will be granted for one individual.⁶⁰

- B) *Union Leave for Other Teachers.*** See “Leave for the Union President.” Assuming there is only one recognized association in the district, this provision creates the following subsidy:

$(20 \{ \text{number of Union leave days} \} \times \$187.28 \{ \text{average teacher per diem in Widefield District 3} \}) - (20 \{ \text{number of union leave days} \} \times \$85 \{ \text{substitute per diem in Widefield District 3} \}) = \mathbf{\$2,045.60}$

TOTAL TAXPAYER SUBSIDY TO TEACHERS’ UNION THROUGH THE WIDEFIELD DISTRICT 3 BOARD OF EDUCATION POLICY= \$2,046.

20) School District No. 70 (Pueblo)

School District No. 70, otherwise known as Pueblo School District No. 70, is located in southern Colorado and serves approximately 7,000 students.

- A) *Leave for the Union President.*** The union president is released from his/her duties for the full year at no loss of salary and benefits. The union pays the cost of the president’s salary and benefits.⁶¹

- B) *Union Leave for Other Teachers.*** “Forty-two (42) days of Association Leave per school year may be granted to teachers to permit them to attend conferences or conventions sponsored by the Colorado Education Association or the National Education Association...at no charge to the Association.”⁶² This provision produces the following subsidy to the Pueblo County Teachers’ Association:

$(42 \{ \text{number of union leave days} \} \times \$186.82 \{ \text{average teacher per diem in Pueblo District 70} \}) = \mathbf{\$7,846.}$

TOTAL TAXPAYER SUBSIDY TO THE TEACHERS’ UNION THROUGH THE PUEBLO SCHOOL DISTRICT NO. 70 COLLECTIVE BARGAINING AGREEMENT = \$7846.

TOTAL COMBINED POSSIBLE ANNUAL TAXPAYER SUBSIDY TO LOCAL EDUCATION ASSOCIATIONS THROUGH THE COLLECTIVE BARGAINING AGREEMENTS IN THE 20 LARGEST SCHOOL DISTRICTS IN COLORADO = \$661,623.

⁶⁰ *Widefield School Board Policy GBB.*

⁶¹ *Negotiated Agreement Between School District No. 70 and the Pueblo County Teachers’ Association,* July 1, 2000- June 30, 2003, p. 28.

⁶² *Ibid.*

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