WASHINGTON STATE SUPERINTENDENTS:
EXPERIENCES WITH AND PERSPECTIVES ON THE
COLLECTIVE BARGAINING PROCESS

By

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Abstract

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The purpose of this study is to understand the perspectives of Washington school superintendents faced with 2011 legislation affecting school funding, teacher evaluations, and teacher salaries. Most immediate, a mandated statewide salary cut of 1.9% created unique pressures on collective bargaining negotiations. This study explores the backgrounds, experiences, and leadership styles of ten superintendents, and how these factors influenced their districts’ response to these unprecedented and unexpected challenges.

Participants included ten superintendents from districts with between 5,000 and 25,000 students. Interviews included questions specifically focused on leadership, experience, challenges, and opportunities.

The findings indicated that superintendents collaborated with their school boards, administrators, teachers, and various union groups in order to reach what all parties saw as fair and equitable agreements regarding pay cuts and working conditions. Though the economic challenges varied from district to district, as did superintendent strategies for collective bargaining, superintendents tried to maintain good working relationships with each stakeholder group and tried to protect education quality for their students.
This study also draws attention to the significant differences in funding available to Washington districts. Because school districts have neither the same value of taxable property, nor the same willingness of voters to authorize operating levies, there is significant disparity in teacher salaries, extended pay funding, pupil/teacher ratio, and other forms of compensation.

Between 2011 and 2012, some superintendents used reserve funds to replace compensation cut by the state. Others reduced professional development requirements and/or required teachers to take unpaid furlough days. Though all superintendents favored collaborative negotiations, this study indicates that, as financial distress increases and there is little or nothing to offer in negotiation, parties often revert to a more positional approach to collective bargaining.
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Dedication

This dissertation is dedicated to my mother and father, Despo and Dennis Varkados, who taught me the love of learning and the importance of a public education. I also dedicate this dissertation to my grandparents who taught me about persistence and hard work. Without this instilled expectation, attainment of this personal goal and completion of the dissertation would not have been possible.
CHAPTER ONE
INTRODUCTION

What role do Washington state public school superintendents play in district labor relations, including collective bargaining and contract administration? Superintendents traditionally stand on the sidelines in the collective bargaining process while other district administrators, board members, or legal counsel lead and navigate the bargaining process. Superintendents, along with school board directors, provided guidance, input, and bargaining parameters. This strategy has allowed the Superintendent to rebuild and restore relationships that might have been damaged during the negotiation process, especially if the breakdown in negotiations were to result in a work stoppage.

Traditionally, school superintendents have safeguarded public education and maintained the quality, performance, and morale of teachers who work in their districts. In addition, superintendents act as spokespeople for education—teachers as well as students. This has been particularly important at times when education generally, and teachers specifically, are under attack.

Have the circumstances prevailing in the second decade of the 21st century resulted in superintendents rethinking how they approach labor relations, especially the collective bargaining process? This dissertation focuses on how Washington state superintendents prepared for and participated in the collective bargaining process. Individual superintendent history and experience, and that of each district, affect their strategy, as does state regulations and political culture. In the contentious aftermath of the 2010 elections, the attitudes and policies of superintendents came to have a national dimension as well.

As 2011 began superintendents across America found themselves facing enormous economic and political challenges. Many of these challenges are reflected in the collective
bargaining and labor relations processes. This study explores how superintendents approached, processed, and addressed these challenges in a time of reduced budgets and increased public hostility towards unions.

Nationwide, 85% of school districts faced budget cuts in 2011 (Harvey, 2011). In the first six months of that year, at least a dozen state legislatures passed laws altering teachers’ conditions of employment. Actions affected collective bargaining, seniority, evaluations, placement, transfer, and tenure, among other policies.

Over the years, in lieu of pay raises, teachers’ organizations had been highly effective in securing benefit and pension funds or the authority to bargain for such benefits from the legislature. Problems arose as states’ revenues declined and legislators realized they could not continue to fund public education at current levels. In an effort to balance state budgets, legislators and policy makers began to challenge all areas of state expenditures and ask questions demanding evidence to support why public education funds were essential.

Public education and teachers in particular continued to be a target of public anger, concern, criticism and a focus of major news organizations. As budgets were strained to the maximum, state legislators targeted public employee benefits and pensions in an effort to trim budgets while, at the same time, raising expectations for closing the achievement gap.

In an attempt to secure “Race to the Top” federal funds, states were challenged to offer incentive pay and change teacher evaluations, connecting them to student test scores and performance. However, to secure these funds states were required to have put specific changes into action. Washington, the site of this study, provides a typical example. In an effort to comply with federal prerequisites for “Race to the Top” funding, the state passed and was in the initial stages of implementation of E2SSB 6696, which mandated more comprehensive and rigorous teacher and principal evaluation. Simultaneously, as a cost saving measure, the state legislature
changed the Washington State Allocation Model, which reduced district apportionment in K-3 funding immediately (2010-11) and teacher compensation by 1.9% for 2011-12. Both of these adjustments required individual school districts to engage in negotiations, cooperation, and buy-in with state and local labor collective bargaining units. Many districts had to dig deeper into their reserve funds in order to cover the cost of the state salary allocation reduction. Other districts had inadequate reserves or none at all. At the same time, print and Internet media continued to portray the role of teachers unions, collective bargaining, and labor relations as a hindrance to school reform efforts.

As a consequence of these issues, superintendents faced a difficult climate and new urgency that brought the collective bargaining process to a heightened intensity. I wanted to learn how superintendents represented school districts in these critical conversations. How did they utilize their leadership skills to work with both the district and union bargaining teams to achieve difficult, but inevitably necessary compromises? How did they manage this task? To what extent did they feel the heightened undercurrent and frustration experienced by participants, employees, and the public? My goal was to understand the perspectives of different Washington State superintendents’ about the challenges and possible benefits of the new strains placed on the collective bargaining process. How did they enlist people in the cause and build bonds and a trusting relationship with them? How did superintendents lead their school districts’ effort in negotiating these needed changes with these unique issues? What was their role in building ongoing relationships through contract maintenance and labor relations?

Superintendents are expected to provide leadership in developing and executing the district vision and program offerings in their district. Superintendents, as agents of and facilitators for school boards, are responsible for collective bargaining and how it affects the school district. In this study I explored the evolving challenges and opportunities and how they
have impacted both superintendent decision-making and superintendent leadership. There was relatively little research on this subject and these new circumstances warranted its exploration. 

*The National Context of Labor Relations in Education, 2011*

In the wake of the deep recession beginning in 2008, and the corresponding deep decline of tax revenues; the 2010 electoral gains by Republicans in the U.S. House and Senate; and especially the takeover of the statehouses in Wisconsin, Indiana, Michigan, and Ohio; anti-union and anti-tax rhetoric and policy gained significant traction. These states have traditionally had strong labor unions, and are among the 36 states that had protected the rights of teachers to organize, collectively bargain, and strike.

The 2011 legislative season brought major changes to education policy and labor relations, some forged through bipartisan compromise, others only after hyper-partisan battles. According to *Education Week* (May 23, 2011), Center on Budget and Policy Priorities, a Washington research organization, reported that 44 states faced projected budget shortfalls for fiscal 2012. The budgetary climate loomed over many of the policy decisions and political arguments during the year. From Florida to California, many political leaders were seeking to cut the wages and benefits of public sector workers to help balance strained budgets. Republican leaders who swept into office—winning a majority of governorships and taking control of both legislative chambers in 25 states—wasted no time pushing through ambitious and often controversial educational agendas. Their hardest-fought victories included the passage of laws curbing teachers’ collective bargaining rights and tying educators’ tenure, advancement, and pay to their performance, including their ability to improve student test scores.

In the preceding decades, public education had become increasingly expensive. As a consequence of Supreme Court rulings that required state governments to provide more equal resources to children in districts with low tax bases and/or high poverty populations, educational
funding became more of a state responsibility and less of a local responsibility (Reutter, 1982). Moreover, teachers and other public employees continued to obtain salaries, health care benefits, and pensions negotiated by politically active, locally assertive unions. For most of the late 20th century and into the 21st, three-fourths of the states allowed collective bargaining by most or all state or local government employees, including teachers.

Beginning in 1981, large sectors of society saw flat or declining wages and salaries, threats to pensions, skyrocketing health care costs (with decreased employer contributions) and the reality of layoffs and unemployment. These concerns were magnified during the recessions of 1991, 2001, and especially the devastating loss of jobs and drop of housing prices beginning in 2008. Teacher unions were seen as interested solely in the welfare of their members, rather than as representatives of teachers devoted to their students’ success. With stable salaries and good, if proportionally declining, health care and retirement benefits, public employees, especially teachers, felt the public’s ire. As citizens perceived that taxes were taking a larger and larger proportion of their declining incomes, many came to resent what they saw as teachers’ privilege or entitlement. Moreover, the school performance requirements of No Child Left Behind (NCLB) inevitably focused attention on educational failures rather than successes. At the same time, the public expected more of public schools, while much of school reform included efforts to raise student achievement and close the achievement gap. These reforms were directly or indirectly related to teacher collective bargaining. Unions were also believed to be resistant to any portions of the school reform initiatives that might threaten the status quo, especially rules regarding assignment and workload.
A half-century ago, Wisconsin became the first state in the nation to pass legislation allowing collective bargaining for public employees, including educators. At the time, teachers across the country, who make up a significant share of public employees, were often underpaid and mistreated by autocratic administrators. In the fight for greater dignity, union leaders linked teachers’ unionization to the fledgling civil rights movement (Kahlenburg, 2011).

Wisconsin Republican Governor Scott Walker’s successful push to strip teachers and most other public employees of many bargaining powers became a clarion call for both antagonists of public employee unions and for their supporters. The impetus for his legislative initiatives was both fiscal and political. Citing an anticipated budget deficit of $137 million in the current year and a $3.6 billion shortfall over upcoming biennium, Governor Walker argued that his measures to curb union power and bargaining were essential to help balance the budget. Union leaders said that several of Mr. Walker’s proposals—including ones that would restrict collective bargaining to wages only, eliminate the right to strike, and require annual elections to determine whether a majority of public employees want to keep their union—are really intended to cripple unions, not balance the budget (New York Times, February 19, 2011).

Governor Walker denies any such notion, saying he simply wants to curb union bargaining rights and bring public workers’ wages and benefits in line with the private sector. “It’s not about the unions,” he said, “it’s about balancing the budget.” In another interview, Governor Walker said he hoped that by “pushing the envelope” and setting an aggressive example, Wisconsin might inspire more states to curb the power of unions. “In that regard, I hope I’m [an] inspiration just as much as others are an inspiration to me.” (Kahlenburg, 2011)

Democratic partisans and other supporters of public employee unions disagreed. They
argued that the “budget repair bill” is political payback intended for public sector unions that had spent heavily in backing Democrats in the recent and past elections. They point out that the two unions—representing policy and firefighters—that supported Walker’s election were exempt from his plan.

Large numbers of Wisconsin citizens responded negatively to the attack on public employee unions. Massive protests, not only from teachers and other public employees, resulted in some of the largest demonstrations the state had since the Vietnam War. Governor Walker’s public approval rating plummeted and he, along with several Republican legislators, faced recall election campaigns. Polling data at the national level suggested that Wisconsin Republicans might have overstepped. A USA Today Gallup poll found that, by 61% to 33%, Americans opposed ending collective bargaining for public employees (Cauchon, 2011).

Embedded in the Wisconsin debate—and reaching well beyond that state—is a more fundamental dispute over the role, even the legitimacy, of public-sector unions. Like Mr. Walker, Ohio’s new governor, John Kasich, and Indiana’s second-term governor, Mitch Daniels, both Republicans, regard public-sector bargaining as something to be banned or severely restricted because of its effect on taxpayers and government budgets. With increasingly partisan politics, the battle reflects how differently Republicans and Democrats view unions, their power, and their benefits to members. Many Republicans see public sector unions as greedy, powerful special interests that are taking too many taxpayer dollars. Many Democrats see them as natural allies and a vital part of a labor movement that has helped build the nation’s middle class.

“These kinds of high-profile public-employee battles have enormous stakes,” according to Benjamin Sachs, a professor of labor law at Harvard. “We’re still feeling the consequences of President Reagan confronting the union in the air controllers’ strike. For anyone interested in union rights, the fight in Wisconsin couldn’t be more important.” (Greenhouse, 2011)
Governors in other states, Democrat and Republican, are also grappling with budget deficits. But many of those governors, like Jerry Brown of California and Andrew M. Cuomo in New York, both Democrats, and Rick Snyder of Michigan, a Republican, are not trying to strip collective bargaining rights from labor agreements. Instead, they are using public pressure and the threat of layoffs to persuade public sector unions to make far-reaching concessions, without necessarily eroding the basic structure of public employee labor relations in their states.

At the same time, many states, with much less fanfare, passed significant measures in areas, including the creation or expansion of voucher programs, academic standards, teacher certification, and charter school expansion—in some cases with the backing of both parties (Cavanagh, 2011). Surprisingly, these changes do not necessarily conflict with the preferences of at least some segments of the educational labor community. Before his death, Albert Shanker argued that bargaining should be broadened, not constrained, to give teachers a voice on a range of important educational questions, from merit pay to curriculum. He believed this could help improve the battered image of teachers’ unions. But, more importantly, it could help students.

**Washington State**

Bargaining rights have not been an issue in Washington. The Washington Education Association (WEA) has had a powerful presence that has been resistant to charter or school voucher movements. Additionally, the state’s voters spoke loudly in opposition and initiatives have failed significantly, generally garnering less than 50% of the vote. Interestingly, the defeat of these initiatives did not follow an increase in the establishment or growth of private and religious schools.

Federal legislation, commonly referred to as “Race to the Top”, encouraged incentive pay based upon student growth and increased achievement as a mandate to receive enhancement funding to address student achievement. Nationally, this idea continues to receive mixed
reviews and has been entertained in some states, but has not been well received by teachers in Washington State.

In 2010, the Washington State Legislature passed E2SSB 6696, a broad education reform bill. This bill called for significant changes in principal and teacher evaluation systems, including the introduction of a four-level evaluation ranking and new criteria. The most controversial component included the use of student achievement data in teacher evaluations.

*From National and State to Local*

In public education, these external and internal pressures have forced policy makers and educators to reconsider the relationship between the local teacher unions and their school districts, and between state level unions and state authorities, including legislators. One of the many challenges public schools face may be changing long-established teacher evaluation criteria and compensation practices. Another common proposal allows placement of the most highly qualified teachers in the lowest performing schools within a school district by using assignment and transfer. Essentially placing the most skilled teachers with the neediest students is not a new idea, however it is a new focus. Still another proposal allows placement of the most highly credentialed teachers in the lowest performing schools within a district.

A constant source of pressure is the possible elimination of seniority as the criterion for teacher layoffs. In an era of severe budget cuts and loss of positions, many are challenging the long-held practice by supporting the idea that layoffs should be based on teacher performance, measured by student achievement results in teachers’ classrooms. These changes fly in the face of the most current teacher contract language. Moreover, only in the millennial years have school authorities had the tools to connect annual student growth to individual teachers. Thus, teacher evaluations can potentially be based upon annual student growth and achievement. In the past, there were no means to measure and assess student growth in relationship to the individual
teacher’s instruction, data-driven decision making, and professional learning community work. Labor organizations have lobbied long and hard against incentive pay as counter productive. This has implications for teacher compensation. While administrators and policy makers see possible positive effects, labor organizations have argued against differential pay in negotiations and legislative lobbying. Unions have continued their advocacy for teacher workload issues, including smaller classes, allowing more teacher-student contact time and less paper work. How district leaders—superintendents, deputies, and human resources directors—see and manage these conflicting perspectives is the topic of this dissertation.

Conclusion

Negotiating contracts is a process—an ongoing event of cycles between union members, administrators, the superintendent, the board of directors, and the community. What goes on in negotiations and its history are important. It is very rare for a district to “go to strike” in two bargain cycles. Once a district has a strike, people are satisfied that they got something. The way superintendents work with unions may effect this cycle, process, and outcomes. This will impact the implementation of reform initiatives. Negotiations are not a good model for achieving NCLB goals.

What is the role of district administration in this change and what issues factor into how they think about it? Does it matter how they feel? What are superintendents’ attitudes towards teacher unions? I used interviews to examine the perspectives of Washington superintendents about the collective bargaining process and how unexpected state apportionment reductions were addressed.
CHAPTER TWO

BACKGROUND AND LITERATURE REVIEW

My literature review has been limited because there appears to be virtually no research addressing superintendents’ attitudes about unions, how school districts reach agreements, and the negotiations process in education. In *Collective Bargaining in Education*, Jane Hannaway and Andrew Rotherham (2010) came to argue that much about school reform is directly or indirectly related to teacher collective bargaining. Collective bargaining by teachers is one of the most important areas of education policy, bearing directly and indirectly on students, teachers, schools, and school districts. Nevertheless, despite the largely ideological back-and-forth about teachers’ unions and collective bargaining, it has gone largely unexamined by scholars and analysts. Hannaway and Rotherham compared notes about what they knew from research about collective bargaining and who was pursuing the topic in an analytical way. Despite the work of a few well-known figures, the landscape was sparsely populated. However, there is some general research on collective bargaining in education and research discussing the issues of topics within collective bargaining agreements. However, I have been unable to locate any research addressing superintendent thinking and attitudes regarding collective bargaining, which is my area of interest.

Collective bargaining is the method by which teachers and school boards agree on a collection of rules and regulations governing working conditions, and agree on compensation and additional benefits. The collective bargaining agreement can impact every area of the school and can subsequently influence educational outcomes. It defines the rights and duties of teachers including class assignments, right to participate in school governance, grievance procedures, policy development, and possibly disciplinary actions.
Rules regarding working conditions may include length of school day, hours of instruction and preparation time, class size, availability to parents and students, employment protection, assignment to grade level or subject matter, grading practices, reduction in force, participation in professional development, student discipline, teacher safety, and the list goes on. Collective bargaining agreements create and influence school policy and dominate how teachers, administrators, parents, and students interact in the delivery of educational services (Eberts, 2007). As noted in the *Wall Street Journal*, known for its anti-union stance, “Teachers’ unions have become crucial forces in deciding how public education should be run in the United States” (January 6, 1983).

Laws governing public sector collective bargaining have come primarily from state governments. While the National Labor Relations Act of 1935, as amended in 1947, required employers to meet and confer in good faith with respect to wages, hours, and working-conditions, it did not include public sector employees. Congress has considered legislation to govern negotiations of public employees, but states have assumed leadership (Eberts, 2007).

While the nation’s two major teachers’ unions have been active for many decades—the National Education Association (NEA), founded in 1857, and the American Federation of Teachers (AFT) in 1916—collective bargaining for teachers is a much more recent phenomenon, beginning less than fifty years ago (Kahlenburg, 2006).

In the 1960s, state legislation giving public employees a say in determining the conditions of their employment was first enacted. Alaska (in 1935) and New Hampshire had allowed local governments to negotiate with public employees, but without the same rights as private sector employees, and only allowing local governments to negotiate under specified conditions. In 1962, Wisconsin became the first state to pass legislation allowing bargaining in good faith with public employee groups. This law marked the beginning of acknowledgment of
the rights of public employees to bargain collectively. Within the next five years, New York and Michigan passed similar laws, and by 1974, 37 states had passed legislation permitting public employee bargaining—a number that remains unchanged to this day (Eberts, 2007). A study published in the early 1980s illustrates the impact of teachers’ unionization on compensation. Bogen, et al. (1983) studied beginning teachers, community college instructors, and public university professors in Oregon between 1971 and 1982 after passage of the public school collective bargaining law. In constant dollars, teacher salaries gained 20% over the next decade, while community college faculty only gained 5% and university professor salaries showed no gain. However, subsequent gains have largely paralleled increases in the Consumer Price Index. K-12 education spending continued to increase, but gains were largely due to decreases in workload (e. g. class size, preparation time), increased health care and pension costs, and expenses associated with increasing responsibility for educating English Language Learners and especially special education students.

Once collective bargaining was legally recognized, teacher representation grew rapidly. Across the nation, by 1974, approximately 22% of the public school teaching force was covered by collective bargaining, most of who were represented by the National Teachers Association (NEA) or the American Federation of Teachers (AFT). These two organizations nationally represent the majority of public school teachers. Within the following six years, that number doubled and, by the 1980s, grew to be more than 60% of the nation’s public elementary and secondary school teachers. Unions represented 67% our nation’s teachers by the early 1980s (Kokkelenberg, 1985). However, representation varies by geographical regions, and most southern states do not allow teacher collective bargaining.

Eberts (2007) believes the extent to which teachers’ unions affect school quality and ultimately student achievement depends on many factors. First, how successful are unions in
negotiating higher salaries and fringe benefits? Second, how successful are they in negotiating provisions that affect workplace conditions, such as class size and transfers, which, in turn, may affect students’ school-based learning environment? Third, how successful are unions in negotiating rules that govern teachers’ interactions with students, parents, and other teachers? Eberts believes these factors and others must be considered to determine the bottom line of collective bargaining: what, if any effect, does it have on student achievement?

What is the Purpose of Collective Bargaining?

In the early years of collective bargaining, teachers’ unions mirrored their private sector counterparts, which followed an industrial bargaining model. According to National Education Association’s Robert Chase, “When we reinvented our association in the 1960s, we modeled it after traditional, industrial unions. Likewise, we accepted the industrial premise: namely, that labor and management have distinct, conflicting roles and interests . . . that we are destined to clash . . . that the union-management relationship is inherently adversarial.” The industrial model is based on an adversarial role. Management controls the workers who perform well-defined tasks in the workplace. This type values uniform practice and considers skilled workers as the same, each to be treated in a similar way. The key role of unions is to gain the most compensation possible, guard workers from impractical demands of management, and guarantee a safe work place.

Bargaining focuses more on teachers’ interest, less on their performance, or on how their performance affects student learning. The philosophy is more applicable to production line workers and may be in conflict with teachers wanting to be treated like professionals. Public school employee unions seek to grow and to raise their members’ compensation. They consistently opposed “school choice” programs that allows and encourage access to nonunionized private and charter schools.
**Types of Collective Bargaining**

There are two common ways to negotiate teacher contracts, typically referred to as traditional bargaining or collaborative (or “interest based”) bargaining. The teacher union and the administration are required by law to negotiate in “good faith.” This does not mean they must come to an agreement, only that they must both go to negotiations willing to give and take (Hess & Kelly, 2010).

At the 2011 Washington State Employees Relations and Negotiations Network conference, Chuck Foster, a labor relations’ consultant in the state, defined collective bargaining as a complex process of managing conflicting interests of the parties to the process. Interests are defined as core beliefs inherent in our values as individuals and as organizations. For certificated employees, the term “collective bargaining” or “bargaining” means the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times in light of the time limitations of the budget-making process. It also means to bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment. Negotiations, then, are a structured process for determining what those conflicts are and how best to retain interests, yet live in harmony. Collective bargaining is a fact of life for the public school administrator. Washington State Legislature has passed two bargaining laws: Chapters 41.56.030 (classified) and 41.59 (certificated) RCW (Foster, 2011). However, such obligation does not compel either party to agree to a proposal or require the making of a concession (RCW 41.56.030 and RCW 41.59.020).

PERC’s WAC391-45-550 defines collective bargaining as policy to promote bilateral collective bargaining negotiations between employers and the exclusive representatives of their employees. Parties are encouraged to engage in free and open exchange of proposal positions on
all matters coming into dispute between them. Permissive in bargaining are subjects on which the parties may agree, but are not obligated to bargain. Some examples include: staffing levels, budget, curriculum, and camera surveillance (King County Dec 9495-A (PECB, 2008). Illegal are those topics that violate state or federal law.

Positional bargaining approach focuses on the immediate needs of the parties. These needs are expressed as solutions to problems perceived by the party proposing an agreed upon solution. A party presents their thinking couched in contract changes. These proposals offered to alter the contract are referred to as positions.

With each proposal, parties seek to understand why the position is being taken. From the union’s perspective, proposals will range from, “We want it because we want it,” to, “Our members need to feel respected,” to, “We surveyed our members and this is what they wanted,” or, “Other districts give their employees this.” Positional bargaining often devolves to an “us-versus-you” perspective.

Hard bargaining is being firm in opposing an adversary’s proposal or resisting efforts to compromise one’s own. This often creates tension and friction leading to adversarial bargaining. Adversarial often implies the use of the war phrases such as: “battling,” “the enemy,” and, “you can’t cave in or you will sink the ship.” One must remember to choose between hard issues or hard people at the table. Surface bargaining is a strategy used when parties do not want to focus on serious issues. This tactic can frustrate and stall coming to contract agreement.

Interest-based bargaining is a different way to negotiate, but only works in some situations. It replaces traditional positional bargaining with a process of joint problem solving. Interest-based bargaining is recognized by numerous names and practiced in various forms and settings: win-win bargaining, mutual gains, principled or interest-based problem solving, best practice, or integrative bargaining. No matter which variation is used, interest-based bargaining
may offer parties more flexibility than traditional bargaining, not locking them into predetermined issues and bargaining positions. Instead, the process begins with understanding the problem and identifying the interests that underlie each side’s issues and positions (Federal Mediation & Conciliation Service, 2010).

Interest-based bargaining is based on the premise that, when everyone understands the interests and concerns that have led a person or group to take a position on an issue; they often find that some of those interests are mutual. Both sides at the table are trying to attain the same goal, a good contract, just taking various approaches. After discussion, frequently they discover that what at first appear to be competing interests are not really competing at all. Dealing with each other in this way makes it possible to generate and consider options to satisfy particular interests that may never have been considered before. In education, interest based bargaining is reinforced by regular problem solving meetings outside the bargaining cycle.

This process takes time and cannot be rushed. Brainstorming sessions take place to present a variety of possible ways to solve the problem as understood by both parties. The parties find a “win-win” solution, win-win because both sides’ interests are respected with a common solution (Foster, 2011).

*Collective Bargaining and Its Effects on Student Learning*

In the *Journal of Labor Research*, Charles Register and Paul Grimes (1997) researched on collective bargaining, teachers, and student achievement. Although the American Federation of Teachers or the National Education Association represents approximately two-thirds of the nation’s elementary and secondary school teachers, relatively little is known about the impact of unionization on student achievement. Register and Grimes offer evidence on this point by estimating “college entrance exam production functions” for a national sample of 2,360 students. Their results show that students in a unionized environment score about 4.7% higher on their
college entrance exams (SAT and ACT) than their counterparts from a non-union environment.

Eberts and Stone (1987) considered the performance of fourth-graders on a standardized mathematics exam in union and non-union districts. Their results were somewhat mixed: unionization was associated with improved performance for average students, but with reduced performance for students either significantly above or below average.

Eberts and Stone’s (1984) research examines the effects of teacher collective bargaining during the late 1970s. Its relevance to more current times is supported by more recent research that follows the same methodology and finds similar results. Dan Goldhaber (2006) states that there is little research that directly links unionization and student achievement.

Beginning in the late 1990s, unions have begun to be more supportive of school reform efforts. Eberts suggests that one reason unions have been slow to accept school reform efforts is the lack of consensus on their effectiveness. He argues that many reform efforts have been too narrowly focused; rather, reform that focuses on well-designed systems and processes results in effective schools. Adopting standards that assist teachers in focusing upon student learning targets, aligning teaching to the learning targets, and creating and utilizing classroom-based assessments that measure student achievement in relation to the learning targets can improve teaching and learning. However, policy makers, school administrators, and the public must understand and accept the complexity of learning and the wide-range of outcomes that the society desires.

By the 21st century, the public had become very concerned about the impact of teachers’ unions on student achievement. Research on productivity from other (non-teacher) unionized sectors is mixed. In some sectors, union workers appear to be more productive; in others, less. In most cases, though, the differences are small, especially in the most rigorous studies (Pencavel, 1977; Clark, 1980; Ehrenberg, 1983). For teachers, the critical finding seems to be
not whether teachers’ unions raise or lower student achievement, but how they influence the effectiveness of schools (Eberts, 2007).

Districts have had the desire to make layoff decisions based on teacher effectiveness, not seniority. But, by 2010, neither school districts nor states had developed evaluation systems that accurately and completely measured effectiveness (Manwaring, 2010).

What effects do teachers’ unions have on school districts’ ability to recruit, attract, and retain high quality teachers? Do higher pay, benefits, working conditions, decision making, and teacher transfer policies attract and retain higher quality teachers? A study by Susanna Loeb and Marianne Page (2000) found that higher wages attract a better pool of teacher applicants. However, another study by Susan Moore Johnson and Morgan Donaldson (2008) found inconsistent evidence that the quality of teachers increased or decreased as a result of collective bargaining.

Eberts et al. (2002) argued that reforms to improve the accountability of schools have taken two primary directions. The first has sought to improve the existing system by implementing changes that directly affect the internal operations of the school. Chief among these is to establish standards for student performance; measurement tools to track their progress, and prescribed consequences for students, teachers, and schools. The second type of accountability goes outside of the public schools and enhances parental choice of schools in an effort to put added competitive pressure on schools to improve. This wave of reform resulted in a number of different voucher programs, making the cost to parents of sending their children to private schools more comparable to that of public schools. It has also resulted in publicly supported “charter” schools, often outside the direct control of local school boards as additional alternatives to conventional public schools.
Incentive Pay

“Merit pay.” Individually these two little words seem innocent enough, but use them together and they seem to spark a longstanding debate (AASA, 2011). Merit pay isn’t a new issue and continues to be argued from various perspectives.

The National Education Association’s position challenges the Department of Education’s student performance as a criterion in setting teacher pay. Jon Tosales (2010) claims, “Such a move comes with serious pitfalls. For example, when pay raises are based on student test scores, you’re only measuring a narrow piece of the teacher’s work.” They claim such plans can pit employee against employee, especially when there is a quota for merit measures. What happens with teachers who do not teach tested subjects? How are they to be rewarded?

Additionally, the National Education Association has claimed there are potential problems with alternative compensation systems. They encourage local and state bargaining teams to ask the following questions:

- Is there adequate funding for the new pay system and is it sustainable?
- Is it easily understood and transparent? Are evaluations subjective or objective?
- Have administrative and implementation costs been considered?
- Are the size of incentives large enough to change behavior?

“We all must be wary of any system that creates a climate where students are viewed as part of the pay equation, rather than young people who deserve a high quality education that prepares them for their future,” says Bill Raabe, National Education Association’s director of Collective Bargaining and Member Benefits. “We can all do a better job of linking quality professional development and career opportunities directly to the pay system. ”

The National Education Association has advocated for a professional pay system that starts beginning teachers at $40,000 per year and has no more than ten steps. They support
teachers moving through the salary system for things they believe improve teaching and student learning. Their examples include: experience, knowledge, skills, extra pay for other assignments, mentoring new teachers, earning advanced degrees, working in hard-to-staff schools, and National Board Certification. “It is crucial that all pay plans or policies be negotiated with teachers in collective bargaining, or developed collaboratively with the Association where there is no bargaining.” says Raabe.

The NEA has supported systems that create career paths and include teachers as partners in any compensation reform effort. However, Raabe says, “It is crucial that all pay plans or policies be negotiated with teachers in collective bargaining, or developed collaboratively with the Association where there is no bargaining.”

The American Federation of Teachers is less prescriptive and has argued that the decision to adopt a compensation system based on differentiated pay should be made by the local union leaders and district officials. Because teachers know best what will work in their schools, they believe systems must be locally negotiated, voluntary, school-wide, and must promote a collaborative work environment. They believe a well-designed compensation system based on differentiated pay for teachers must include the following elements:

- Labor management collaboration.
- Adequate base compensation for all teachers.
- Credible, agreed-upon standards of practice.
- Support for professional development.
- Incentives that are available for all teachers.
- Easily understood standards for rewards.
- Sufficient and stable funding.
- Necessary support systems, such as data and accounting systems.
National Teacher Unions and the Struggle Over School Reform (2009) claimed both unions endorsed one of these incentive forms of “merit” pay in the 1996 What Matters Most report. At that time, they promised to increase the ability of low-wealth districts to pay for qualified teachers, and insisted that districts hire only qualified teachers, aggressively recruiting high-need teachers and providing incentives for teaching in shortage areas.

The unions’ position, at least through 2012, has been consistent in opposing pay based on teacher performance or aptitude (Coulson, 2010). National Education Association Resolution F-8 stipulates that compensation plans for its members should “exclude any form of merit pay except in institutions of higher education where it has been bargained.” (NEA 2007) The American Federation of Teachers has no national document that so emphatically excludes the possibility of merit pay, but it clearly does not mention performance or aptitude in its list of valid bases for differential salaries (AFT 2003 pp29-30).

In 2005, U.S. House Education Committee Congressman George Miller of California, along with Representative Chaka Fattah and other members of Congress, introduced the TEACH Act that offered a variety of forms of “merit pay” in the broadest sense of the term. According to Miller’s website, the bill was intended to:

- Help solve a looming teacher shortage by paying more competitive salaries and offering up-front tuition assistance to talented undergraduates committed to a career in education and to establish teachers working in fields like math and science;
- Provide higher pay for exemplary highly-qualified teachers and principals who transfer into the hardest-to-staff schools where they can help the children who need them most; and
- Identify and reward our best teachers.
This bill would have allowed schools to award financial bonuses to teachers based on student test scores.

These issues are international in proportion. Victor Lavy, (2007 pp88-90) a research associate at the National Bureau of Economic Research says, “Interest in improving public education is growing not only in the United States but worldwide. One reason for heightened public attention is the key role played by education in determining both individual earnings and broader economic growth. Another is widespread dissatisfaction with the education sector’s performance of late: substantial increases in spending on public schools have failed to bring corresponding increases in student achievement.” To support this statement, he noted that over the previous decade, the U. S. Department of Education has increased spending on k-12 education. However, academic achievement as measured by the National Assessment of Educational Progress (NAEP) has barely budged for most student categories. Lavy contends such comparisons are often used in policy debates to support the imposition of new forms of accountability on educators. The public will no longer support the practice of continuing to “throw money at schools.”

Pay for performance comes with many problems. The intent is to motivate and reward high performing teachers while attracting and retaining good teachers. This is challenging due to limited ways to measure their efforts and abilities. Currently, most teachers’ earnings are based primarily upon education and time worked. This is not a results-based method. Critics believe by moving an “earnings-based” structure that ties pay—at least partially—to some performance indicators should thus improve the current system. Lavy (2007) believed that, in theory, the idea makes good sense. However, implementing pay for performance poses many practical challenges due to the difficulties in defining and measuring the work of individual teachers. The work of teachers is complex, unique, and often a collective team effort and difficult to
disentangle any one teacher’s efforts from that of others on the team.

Performance-based pay typically involves some objective measurement of a school or teacher’s hard work, achievement, or some measure of their students’ performance. Performance-based pay systems have many changeable features. They can be structured to compensate individual teachers for their own performance or structured to compensate team “group” performance, regardless of individual performance. The group could include all of the school’s teachers or a sub-group (team, grade level). A performance-based plan might include sanctions for poor performance.

Monetary incentives are the most common, but other incentives can include reduced class load, public recognition of outstanding teachers, and/or promotion. The reward or recognition may be a one-time event or it can be ongoing. It can be based on test score gains relative to the gains of other teachers, or class averages being higher than a predetermined threshold. Rewards may be a fixed amount for all winners or based on various levels of achievement. The goal set for determining award winners is critically important both for effectiveness and equity.

Even with possible combinations, three prototypes of performance-based reward programs are most often implemented in education systems and are commonly examined by researchers. The first model, merit pay, generally involves individual incentives based on student performance. The second, knowledge- and skill-based compensation, are based on teacher skills. Knowledge- and skill-based pay differs from merit pay because it provides clear guidelines on what is being evaluated. The third model, school-based compensation, generally involves school-wide incentives, typically based on student performance (Lavy, 2007).

Lavy argues that many of the challenges faced by performance-based pay can be addressed through careful design of the system. Lavy asserts that the system must measure the true performance in a way that minimizes random variation as well as undesired and unintended
consequences. It must align performance with ultimate outcomes and must be monitored closely to discourage gaming, if not outright fraud, in measured output. Goals should be attainable and incentives should be balanced between individual and team or school incentives. School incentive programs should foster cooperative school cultures, but not at the expense of free riding. Only a subset should be rewarded in practice. However, all teachers should be eligible for the incentive offered. He believes if too many teachers are rewarded, teachers may not need to exert much extra effort to benefit.

Researcher Lavy emphasizes that setting up a performance-related pay system that works is not a onetime task. Even with the best front loading and preparation, initial implementation can be problematic. However, if these efforts are viewed as ongoing, it should be possible to eventually make gradual progress in developing incentives that motivate the desired teaching behaviors that will be perceived by teachers as fair and accurate.

Lavy reviewed evidence on individual and school-based incentive programs in both in the United States and abroad. He observed that research evidence suggests, although not conclusively, that pay-for-performance incentives can improve teachers’ performance, although they can also lead to unintended and undesired consequences, such as teachers directing their efforts exclusively to reward activities (2007).

Teachers’ unions worldwide strongly oppose performance-based pay. Lavy (2007) suggests unions view wage differentiation on the basis of subject taught, as well as any sort of subjective evaluation of teachers, as threats to their collective bargaining strategies and therefore reject them outright.

Salary/Teacher Compensation/Pay

Within the 283 school districts in Washington State, public school teachers’ salary has been based on a state salary schedule referred to as the state allocation model. It was revised
after the 2010 legislative session. The remaining 12 public school districts receive somewhat higher allocations for teacher pay because those districts were “grandfathered” in at a higher base salary (WEA, 2011). Individual compensation is determined by each district’s employee contract. For those districts that have adopted the state schedule as their compensation plan, salary placement is determined by degree, years of experience, and eligible credits (OSPI, 2011). These schedules are usually the same for all schools and for all teachers regardless of field with the exception of career and technical education teachers who might initially be placed at a higher rate, acknowledging their private sector experience. In Washington, as nationally, they almost always reflect years of service and levels of educational attainment, though there is some additional compensation for coaching and other added responsibilities (Loeb, 2007). The new federal requirements for “Race for the Top” and school improvement grant funds will bring change to this long-held practice. Both grants require incentive and reward pay for teachers, especially in low- and high-performing schools.

Another unique variable in teacher compensation is Teacher Responsibility and Incentive (TRI), discussed in detail on page 38. This compensation varies throughout the state from some districts not providing TRI to others providing large amounts of additional compensation. This is bargained and defined individually through each district’s collective bargaining agreement.

History of Salary Funding and Time, Responsibility, and Incentive (TRI)

Prior to 1977, school districts and local teacher unions were free to negotiate salaries with no state-imposed restrictions or limits. Salary levels varied from district to district based on local need and priorities. At that time, school districts relied on local levies for as much as 30% of school district operating budgets statewide. Many districts were even more reliant on local levies.

In response to a high-profile lawsuit about the reliance on local levies and the adequacy
and equity of Washington’s school funding formula, State Supreme Court Judge Doran directed the state Legislature to define and fully fund a program for basic education for all students in Washington. In the following legislative session, the Legislature adopted the Basic Education Act of 1977. This Act defined the length of the required school year, number of instructional hours, and set a minimum staff-to-student ratio. In addition, the Legislature determined the state had an interest in controlling salary growth, since the state was required to fund salaries.

Standardization of state funding of education and limitations on teacher pay were just two of the outcomes of the Basic Education Act and later related legislation. House Bill 166, passed in 1981, became the first successful attempt by the Legislature to set specific limits on teacher pay. It accomplished this by setting a maximum on the average salary and benefits that could be paid to teachers and other instructional staff in each district.

As a consequence of this legislated restriction, the concept of negotiating supplemental salaries for the work teachers performed outside of their regular classroom duties was developed as a means to acquire pay increases. Initially, some argued that House Bill 166 did not specifically prohibit this practice; therefore, it was legal to bargain fully locally funded, supplemented pay. Some districts initially resisted, but over time, most school districts and local associations have bargained supplemental pay. The practice became so common that, in 1987, the original law was repealed and replaced with RCW 28A.400.200 allowing for additional Time, additional Responsibilities, or Incentives (TRI) (Alfred, 2011).

Under this new statute, the definition and expectations for responsibility vary from district to district. It has effectively removed any perceived restraints and specifically permits the bargaining of supplemental salaries and/or incentives. Some district contracts are very prescriptive, requiring detailed explanation, holding teachers accountable to document their use of time for payment. Others have required professional development seat time obligations, while
others have self-directed time requirements for a teacher signature to acknowledge time spent beyond the teacher contracted day on, before, or after school activities. Examples include: participation and attendance at school open house, direct work with students after school, preparing for the opening and closing of school, graduation, and other approved community events.

Summary

The literature review indicates that much of school reform is directly or indirectly related to teacher collective bargaining. Collective bargaining defines the rights and duties of teachers, class assignments and policy development. In short, collective bargaining dictates how teachers, administrators, parents, and students interact. Initially, teachers’ unions accepted the industrial premise of positional labor/management bargaining, setting at odds the goals of teachers and administrations. Recent trends have been toward more interest-based collective bargaining. Negotiation teams more increasingly work together to identify common problems and craft mutually acceptable solutions.

As the public became more progressively concerned about the impact of teachers’ unions on student achievement, administrators and unions have struggled to reach agreement on teacher performance and incentive pay. The complex, unique, and often collective work of teachers is difficult to evaluate and even more difficult to quantify in terms of student achievement. It is into this climate of unrest regarding quality and cost of public education that Washington State has imposed drastic spending limits on its 295 school districts. Because the state legislature failed to clearly define the responsibilities for the cuts, districts were left to negotiate the required reductions. This thesis examines the roles superintendents took in the negotiations made necessary by the 2011 Washington legislative actions.
CHAPTER THREE
RESEARCH METHODS

To gather data, I interviewed experienced superintendents to determine and examine the perspectives, attitudes, strategies, and experience of Washington State Public School Superintendents in relation to union agreements. The ten veteran superintendents have all had experience in collective bargaining and have a historical perspective of collective bargaining in Washington State as well. I began the study with leaders with whom I had already had a personal relationship. Others were leaders whose names had been suggested by my advisor and colleagues in Washington.

All but one superintendent in the study came from western Washington, large school districts along the I-5 corridor, the major populated area of the state, 250 miles in length running north to south, from Canada to Oregon. One superintendent came from the central Washington region. My rationale for selecting large school district superintendents and those with a lengthy tenure was the belief that an historical understanding of where Washington State has been and where it was headed would be helpful. The knowledge and experience of this group of leaders provided a variety of opinions and viewpoints on the subject at hand. Intensive interviews were conducted and biographic data were gathered about each superintendent’s professional experiences and leadership in public education. All participants and districts identified by name in the study have been given pseudonyms to protect confidentiality.

My choice of interview strategy for this research to gather information for this proposal was grounded in other successful studies of public school superintendents that utilized this method. Sonja Horsford’s (2010) Mixed Feeling about Mixed Schools: Superintendents on the complex Legacy of School Desegregation interpreted participant narratives acquired through in-depth, semi-structured interviews and autobiographical and biographical documents and artifacts.
Andrea Evans’s (2007) *School Leaders and Their Sensemaking about Race and Demographic Change* collected data through interviews, documents, and archival data from a larger study. She specifically examined the words and actions of school leaders to determine how they defined and made sense of the demographic changes taking place. Martha Ovando’s (1997) *Superintendents’ Multicultural Competencies* methodology included interviews with 12 multicultural education experts and 14 “expert” superintendents concerning these administrators. Kathryn Whitaker’s (2003) *Superintendent Perceptions of Quantity and Quality of Principal Candidate* collected data using a survey instrument and interviews to examine superintendents’ perceptions of quality and quantity. In Cryss Brunner’s (1999), *Power, Gender, and Superintendent Selection*, interviews were utilized to examine the question: What is it about the definitions and uses of power in a given community that would allow a woman to be selected as superintendent of schools? These are just a small sample of many high quality studies that have successfully used interviews as a method to study superintendents’ beliefs.

Qualitative interviews help one acquire an understanding of other people’s experiences and perceptions. Researchers put together the information they find from qualitative interviews to form explanations and theories that are grounded in the details, evidence, and examples of the interviews. Such grounded theories (Glaser & Strauss, 1967) explain what is happening in the terms of those involved in a situation. Grounded theory is based on exchanges in which the interviewees can talk back, clarify, and explain their points. These explanations and theories are not just of academic interest; they have practical implications (Rubin & Rubin, 1995).

The key to getting good interview data is to formulate good questions; asking good questions takes practice (Merriam, 2006). Pilot interviews and a survey to superintendents were utilized to refine my questions. This allowed for practice in interviewing and the ability to quickly delineate questions that were confusing and needed rewording, which yielded useless
data, and which questions, suggested by my respondents, should also be included.

Interview Questions

Interview questions were developed through interviews and discussions with a respected retired superintendent and an experienced human resources assistant superintendent, both of whom have years of experience in collective bargaining with both the teachers’ union and other bargaining unions in Washington State. Through these conversations, we discussed the crucial importance of the way questions were worded and how that might impact the type of information desired. It was important that questions be understood and in familiar language. Using words that made sense to the interviewee, words that reflected the respondent’s world view, improved the quality of data obtained during the interview.

Questions were centered on the following four major areas impacting collective bargaining agreements. (1) Experience: What was your personal history working with teachers’ unions? What was the impact of teachers’ negotiations with non-teaching groups? What was the impact on the Collective Bargaining Agreement or the process of contract negotiations as a result of changes in Washington State law and the new teacher evaluation? How did your district address the 1.9% reduction in apportionment? (2) Leadership: How does a superintendent manage the structure and process of collective bargaining? How does s/he work with the board of directors and bargaining team? How does s/he handle contract maintenance and labor relations? (3) Challenges: Due to the state revenue shortfall, what was it like for you during your bargaining process as related to heightened tension, anxiety, angst, and anger? To what extent did you feel the heightened undercurrent of frustration experienced by others? (4) Opportunities: As superintendent, in your opinion, what changes would improve the collective bargaining process? Have you experienced any positive changes to your contract due to recent financial challenges and implementation of E2SSB 6696?
As a consequence of these issues, superintendents faced a difficult climate and new urgency that heightened the intensity of the collective bargaining process. I wanted to learn how superintendents represented school districts in these critical conversations. How did they utilize their leadership skills to work with both the district and union bargaining teams to achieve difficult, but inevitably necessary, compromises? How did they manage this task? To what extent did they feel the heightened undercurrent and frustration experienced by participants, employees, and the public? My goal was to understand the perspectives of different Washington State Superintendents’ about the challenges and possible benefits of the new strains placed on the collective bargaining process. How did superintendents lead their school districts’ efforts in negotiating the needed changes with these unique issues? What was their role in building ongoing relationships through contract relations in Washington State? All but one of these leaders had extensive teaching and administrative experience in public education. Four had teaching and/or administrative experience outside of Washington, one from a right-to-work state. One came to the superintendency with leadership knowledge gained from twenty-five years of military service.

As teachers, five had served as building representatives to their local union organization and some had served on the teachers’ negotiation team. One had served as local union president while another, after only three years of teaching experience, had been selected and served as president elect, though due to accepting another leadership opportunity outside the district, he did not assume the presidency.

Most interviewees had extensive bargaining experience while serving in district office administrative support roles prior to their current role as superintendent. Some had been the director of human resources; others had participated through the chief financial officer (CFO) position, while others had represented the area of curriculum and instruction. In these positions,
they either sat at the bargaining table or supported the bargaining team in proposal development and strategizing.

Most who served as directors of human resources had lead negotiator experience, serving as the district’s lead in the negotiation process. They were responsible for developing and executing the district’s game plan, reporting to the superintendent and updating the board on the process.

Historically, superintendents are accustomed to speaking “on demand” to various community and school groups as evidenced in each interview. Some had early experiences as teachers working with unions and shared passionate positive or negative memories about that time frame in their professional careers. Superintendents spoke about the number of districts in which they’ve been employed.

Each superintendent spoke clearly and concisely, pondering reflecting as they shared. As superintendents spoke aloud, it triggered remembrances reflecting on prior experiences. The conversations were digitally recorded and transcribed, resulting in a single-spaced, 125-page transcript.

At the beginning of each interview, I informed each interviewee that the discussion should take 30-40 minutes. Most interviews went well over that amount of time. Three continued to share and reflect for a significant amount of time after I had turned off the digital recording device. It was obvious they liked to speak and to feel their audience was listening. My task was to find themes that were common to all or some, and those that were unique to only one superintendent.

The interviews allowed for qualitative analysis of open-ended interviews. The transcripts were coded and further analyzed to look for trends or similar patterns. Analysis is inductive: “Although possible categories and variables initially guide the study, others are allowed and
expected to emerge throughout the study” (Altheide, 1987). The process involved the simultaneous coding of raw data and the construction of categories that capture relevant characteristics of the studies’ content.

It was important to explain my own biases, dispositions, and assumptions regarding the research to be understood. Maxwell (2005) explains, the reason for making your perspective, biases, and assumptions clear to the reader is not to eliminate “variance” between researchers in values and expectations they bring to the study, but with understanding of how a sense similar to its meaning in traditional research (Lincoln and Guba, 1985).

As the researcher, I had to be cautious about my own personal biases, and what I might convey to the interviewee that might influence their answers. A researcher’s biases, angers, fears, and enthusiasms influence their questioning style and how they interpret what they hear. It is important to be aware of specialized vocabulary and cultural assumptions to make it less likely to impose your own opinions on the interviewees (Rubin & Rubin, 1995). My personal bias due to current and past bargaining experiences might add limitations to the study. I’ve participated in bargaining sessions that were contentious and positional with major media presence providing additional pressures. In one year my experience included going to strike and settling with major financial concessions. These experiences were at times very difficult and frustrating.
CHAPTER FOUR
SUPERINTENDENT BACKGROUND AND EXPERIENCE

Introduction

My study includes ten veteran superintendents of large- and middle-sized school districts of over 5,000 students in Washington State (see figure 1 & 2). The majority of these leaders had extensive teaching and administrative experience in public education. As teachers, half the superintendents had been active in their education associations at some point in their careers, serving as building representatives for their local union organizations and/or serving on the teachers’ negotiation team. One superintendent was elected local union president, while another, after only three years of teaching experience, was selected and served as president elect. He did not assume the presidency because he had moved to another leadership opportunity outside of the district.

The majority of interviewees had had extensive bargaining experience while serving in district office administrative support roles prior to their current role as superintendent. Some had been the directors of human resources; others had participated as the Chief Financial Officer, while still others had represented the areas of curriculum and instruction in the negotiations process. Through these positions, they either sat at the bargaining table or supported the bargaining team in proposal development and strategizing.

Most who served, as directors of human resources had been lead negotiators, serving as the district’s point person in the negotiation process. They were responsible for developing and executing the district’s game plan, reporting to the superintendent and updating the board on the process.
As assistant superintendent for twelve years, James Bronson served as chief negotiator for each of the district’s union groups and was responsible for all human resources department functions. He said, “That was during the era of strict salary compliance and a lot went with it, so that would have been the era of about 1973-1985 roughly.” From there, Bronson went on to become the superintendent of a small (less than 5,000 students) district. During those ten-plus years, he bargained as a superintendent. He moved to a new district as superintendent and where they were utilizing a professional bargaining group. He continued the district’s practice and did not assume the lead negotiator role during that superintendency.

Bronson then moved to a still larger urban district that had experienced in-house leadership that organized and led the district’s bargaining efforts. However, due to the magnitude of the task at hand, he said, “there were simply too many units to do it ourselves,” and they contracted and ended up using an outside lead bargainer.

During 2011 bargaining preparation, Bronson’s initial role was to develop a strategy for how the district would to go about the process. “We worked pretty diligently with the board of directors, setting parameters before we ever began bargaining and I think that was in anticipation of a difficult bargaining session.” He claimed the board of directors was quite actively involved from before the Granger School District had ever started to bargain through the challenging settlement.

James Bronson shared, “I’ve been the chief bargainer for the district, I’ve been the bargaining superintendent for the district, and I’ve been the superintendent who used a hired bargainer in a variety of ways.”

Bradley Grimm had similar experiences while serving five years as the director of human resources in a school district in Oregon. During that time period, the state of Oregon had been
experiencing extreme financial hardships that added challenges to personnel and bargaining efforts. In this role, Grimm was responsible for all of the contract management and collective bargaining.

As a Washington state district leader, Superintendent Grimm stayed out of the bargaining process as far as participating at the table. He met with representatives and the district spokesperson between every bargaining session. He felt, “They kept me up to speed as to what’s going on, and what they thought would move us forward towards a place where we can get a settlement and not feel like we have given the store away.”

Every couple of months during the bargaining process, Bradley Grimm scheduled an executive session to apprise the Franklin School District board of directors about what had transpired at the bargaining table thus far. They discussed what was on the table and what the teachers were asking for. For the most part, the board was not interested in getting directly involved; they allowed the administrative team to set parameters for an eventual settlement. He attributed the board’s hands-off philosophy to the previous superintendent’s skillful leadership work with the board of directors. He said, “The prior superintendent had really kind of put that in an okay place and it’s kind of been the way it’s been.” However, Grimm stressed the importance of keeping the board informed.

In larger districts, the role of the CFO (chief financial officer) is crucial in advising the superintendent, board, and negotiations team regarding critical ongoing cost analysis and information. These leaders’ role is an important component of the negotiations team. He or she works closely on proposals and strategies to determine what the district wants to accomplish and achieve through bargaining; they help develop a clear plan and determine what is affordable.

Prior to the superintendency, Steven Marsh served five years as chief financial officer of an urban school district. During that time, he either sat at the bargaining table or supported the
bargaining team. He then took a position in higher education for two years and did faculty negotiations by supporting the bargaining team, providing cost analysis and information.

For the previous ten years, Marsh had been directly involved as deputy superintendent, and then as superintendent, in the same school district. In 2011, he did not sit at the table on a regular basis, but would do some “coming and listening and getting a feel for things” and then work closely with a management team that was at the table on developing proposals and strategies. He met with the president of the union and the Uniserve representative (locally paid union representative) every month during negotiations.

Steven Marsh stressed that his role as superintendent was to initially help the management team get clear on, “what we want to try and achieve through bargaining.” Additionally, he worked out financial limits, “What could we afford to do for our teachers? I’d work with our CFO and put all of that together in strategy and then sit down with the board and give the board my best thinking about what we should try and accomplish through the bargaining process.”

When asked if their teachers’ contract was open in the spring of 2011, he responded, “Yes, our contract was open. In our district, we had a two year contract, and so in 2010-2011 it was open and we were bargaining during that time period and it was complicated by legislative actions, but it was open already.”

One interviewee, Bentley Alexander, had no prior teachers’ union bargaining experience prior to assuming the role of superintendent. However, his twenty-five-plus years of military training and leadership skills prepared him for teachers’ union negotiations, labor relations/contract maintenance, and problem solving opportunities.

These prior experiences prepared interviewees for the superintendency and provided context for their bargaining courses of action. Two leaders had understanding and familiarity
with lending leadership support to districts that had experienced teacher strikes. Two others had experienced teacher strikes while leading a district and were able to share these experiences.

For example, George Mathias reported an experience from his early teacher days. This conflict, between the teachers’ union and the school district where George was employed, left a lasting impression on this rookie teacher.

Well, I personally have experienced the downside of bargaining between teachers’ union and a school district. During my earliest days as an educator where I was in my first or second year as a high school English teacher, I ended up on the picket line and got a first-hand view of veteran teachers rallying the least experienced to be hostile and angry. This experience allowed me to see first-hand teachers diving into administrators’ cars as they entered the campus and to fake injury, implying that the administrator had purposely ran into them when, in fact, the individual teacher had added some drama by nudging up against the car and falling to the ground, sprawling and complaining of being injured.

This experience has led him to say, “What I’ve really noticed is that the relationship between the union president and the school district is absolutely critical to whether or not there is going to be collaborative and comfortable approach to bargaining.” He claims to have experienced both, “I’ve seen the ambivalent union leader along with individuals in central office positions that positioned themselves in a hostile framework and resisted any kind of consideration or cooperation. I’ve seen long-term union presidents develop strong relationships with their union and to work productively and cooperatively with the district to be problem solvers, and those individuals have truly benefited the entire educational system as a result of the attitude of both the union president and the district.”

Ronald Meyers began his teaching career in Alaska where he joined the American
Federation of Teachers organization. At that time in Alaska, the AFT was considered to be the major influence of that particular district. He said, “I had some activity, but I was a relatively new teacher, so I just went to their gatherings and didn’t know a lot about how they operated politically.” He later came to Washington and joined the National Education Association and Washington Education Association. He took an active role, participated on the bargaining team, and attended union sponsored events.

After becoming a principal and then district office administrator, Meyers assumed an active leadership role on the Menlo Park district bargaining team. When serving as assistant superintendent, he met regularly for labor relations’ discussions with the union president. This monthly problem-solving effort provided an opportunity to head off concerns before they became major issues or grievances. As he put it,

Once I became superintendent, I backed off of being in the direct bargain, but you know I still deal with it on a daily basis. We have a nice culture in the district to where grievances are rare and it isn’t the first option when there is a problem. That is the last option and we don’t see them too often . . . particularly in the teachers’ union.

James Bronson shared his rookie teacher experience, saying, “I had complained that the settlements that were taking place all favored experienced staff and that us, poor beginners, were starving. And one older guy looked at me and said words in the effect of, ‘Well, then you do it, smart [expletive]!’ And he wasn’t very appreciative of my comments.” This superintendent believes that when you live as long and serve as long as he has, you must believe his allegation that, “The unions eat their young, the seniority issue has always, seemingly, been a major issue, a major centerpiece of collective bargaining.”

Karla Parsons shared that, as a young teacher, she had not paid much attention to the
teachers’ union, but then had a rude awakening. “They had a statewide teacher walk-out and I didn’t like being told that I needed to do that.” She said, “So I guess, I kind of spoke against it in my union meeting but, nonetheless, we went out and, you know, that really was the extent of my union involvement as a teacher.” She claimed to not have much involvement prior to being an administrator, “It didn’t interest me . . . maybe it should have.”

Another superintendent, John Welker, shared that while teaching in a small Washington school district, he had served as president of the local teachers’ union. This was during the initial implementation of the “meet and confer” laws requiring districts to negotiate and sign formal collective bargaining agreements. He claimed, “These were traumatic times that probably made it tougher on the superintendents for which I had worked at the time. I took our teachers out on a one day strike to go to Olympia; I was kind of young, green, naïve, whatever.” He shared that, as a teacher, he had received bargaining training to organize and create a collective bargaining presence on the union side from Washington Education Association. He referred to this time as “during the hey day of Uniserve” and questioned if it maybe was still a hay day of Uniserve.

Welker went on to Alaska and had experience bargaining as superintendent for a very small school district. From there, he was hired as assistant superintendent in a Washington state school district. This was just prior to a lengthy teachers’ strike. His job was to put teacher relationships back together.

That district had been going south for quite some time. When I came to the district there were several outstanding grievances; it took a year and a half to resolve the first one or two of those grievances because we were so entrenched in our positions. They (the district and union representatives) couldn’t even talk to each other without being guilty in your own party of talking to the enemy.
Once the grievances were resolved, John Welker added, “I went to something called win-win bargaining in Whitman School District and ended up having a very positive, productive relationship with teachers.”

Welker was then hired as director of human resources in a district in the Puget Sound region doing similar work as he’d done in his prior district, which was mending damaged relationships. He claimed, “Those relationships were not quite damaged in the Puget Sound district, so again, my role was to rebuild a relationship and come up with a bargaining process.” In that district, he hired a group from California to provide training and develop protocols for bargaining. “These strategies didn’t necessarily speed bargaining up, but they did increase the odds that we were going to get to a place that whatever money we did have was seen as positive and productive for the most part for both sides.”

Superintendent Welker was hired to his current district following a lengthy teachers’ strike. His job was to rebuild relationships. He felt he had been successful, saying, “We’ve certainly improved the relationship and have a very positive working relationship with the association. We have not gotten to the point where we have win-win interest based bargaining, but we have good frank discussion at the table.” Welker believed they (negotiations team) had a minimum kind of game playing that you have in traditional bargaining, “where you sharpen your swords and put everything on the table and argue vehemently for everything and then you start packaging things up and trading them off.” He shared, “The challenge with that approach is the district might end up trading something away that somebody didn’t want, when you both could have had more of what both parties wanted if you had better conversations.”

Each month Welker and his assistant superintendent meet separately with the union president to discuss labor relations’ issues. They also meet a couple times a year with the executive board of the union to nurture relationships. He believed they had a great relationship.
“For the most part, we are about as close as you can get to interest-based bargaining without actually doing interest-based bargaining.”

Kay Ross began her teaching and administrative career in a right to work state in the southwestern region of the United States. She quickly moved through the ranks and received her first superintendency in her early 30’s. As a classroom teacher, Kay was a member of the union, but not actively involved in union activities. After five years in her first high-level leadership position, she came to Washington State and led her current district. She has remained there for over 10 years.

Superintendent Ross has a very positive attitude towards working with unions. She has extensive experience and results working in interest-based negotiations. “I don’t like the word bargaining, and so I’ve never allowed that word to be used in our district . . . . I call it interest-based negotiations.”

It was evident that the superintendents in this study that had begun their careers in the teaching and early administrative ranks carried their prior union experiences with them to their superintendencies. They had clear recollections and had not forgotten their conversations, feelings, or beliefs. As stated above, they possessed vivid memories of the early events that shaped their careers.

1.9% Reduction

Due to the budget crisis of 2011, a large state revenue shortfall in the spring of 2011, the Washington state Legislature imposed a 1.9% salary reduction for state-funded teaching positions. In actuality, it wasn’t a 1.9% cut for each teacher, for most districts hire additional teaching staff with local levy and grant funds. This required individual school districts to negotiate the reduction with their local teachers’ union.

The majority of districts in this study had open teacher contracts and was planning a
bargain or was in the process of bargaining; however, the 1.9% reduction added an additional financial challenge to local districts. One school district was in the middle of a multi-year contract. They addressed the pay reduction through conversations with union leadership in labor relations using reserve funds to retain teacher pay.

Some districts in this study dipped into reserve funds, and teachers did not experience a reduction in compensation. Others saved money through the elimination of paid professional development. Some unions gave concessions in other areas of the contract to lower district costs. Districts required teachers and other staff members to take unpaid furlough days or make other contract concessions. For instance, as James Bronson described, his district’s initial planning process:

The first thing we did was to determine what the 1.9% and the 3% actually represented in lost revenue to our district. The cut was only against state funded positions. That was literally the first move. So we figured out that it did not mean, at the administrative level the 3% cut was actually 1.39%. We systematically did that for every bargaining group. And then we told them what that result was. So we said, “Let’s not get lost in the 1.9% or 3%. What we want to achieve that whatever the (actual amount) district lost and we will deal with that.” The second thing we said, “We do not particularly need to solve the problem at the salary level. If we can look at it with professional development funds instead of salary, that’s fine.” So we got flexibility in terms of the dollars. And that’s really how we approached all of the union.

Darla Johnson met and received direction from her board as to the course their district would take in addressing this reduction. Her board said they would rather have a full program in fewer days than a “watered down or dilapidated” program for the required 180 school days. The
board felt strongly, saying, “We are not going to ask people to work the same for less money or work more for less.” That parameter was to be used with each bargaining unit.

We sat down with teachers and calculated the loss to teachers that was worth about three days of work. We said that we’ve got to make this up somehow with teachers and the other bargaining units. We were adamant that we were going to treat every single group the same. So we sat with teachers first, and they reallocated some items already in the contract to buy back one of the three days, and then we agreed to furlough for the other two days. We’re doing them in four half-days.

John Welker went into bargaining with the attitude, “We have no money, so let’s see what we can do around the issue.” The teachers agreed to give up parts of the contract to cover parts of healthcare costs and to freeze the class-size language in order to get a small increase in Teacher Responsibility Incentive (TRI). Instead of taking a 1.9% reduction, they took about a one percent reduction and allowed the district to cap overload pay, so in the district’s perspective it was a wash.

In a strong interest-based district, Superintendent Parsons shared how the teachers had just implemented an intensive math initiative that had placed a lot of pressure on them, pressure that had never been placed on teachers before. “Teachers were working their butts off and producing really remarkable results. It’s not the right time to say to them, ‘Oh and by the way, here is your 1.9% cut.’ So the district absorbed the cut for teachers.” The district created a stipend for their dedication to the math initiative work. “We did not create extra work for them. We just recognized some of the work they were already doing, which allowed us to double down on some of our core values for students.”

In the same county, Superintendent Alexander shared how his district attempted to
negotiate a 1.9% reduction in pay for teachers. “After several bargaining sessions, the Westwood school board decided that in order to close negotiations, make a deal, and get a deal while retaining management rights, they agreed to retain financial compensation for all bargaining groups.” Alexander went on to share how his management team had spent a significant amount of time trying to figure out ways to cut the budget so they could afford to give something in negotiations. One of the possibilities was getting people to work for less. If every labor group had taken a 1% pay reduction, the district would have had about a million dollars in savings. He felt the state had given school districts a huge mess to try to resolve and, “basically threw the problem on our doorstep to figure out without adequate resources.” In the end, Alexander’s district used reserve funds to make up the difference and meet the portion of cuts the state had made. Superintendents in this study shared similar feelings and comments regarding the state passing on an enormous funding problem to local districts.

**Teacher Evaluation**

Part of recent Washington state legislation ESS2B 6696 was a change in teacher evaluation. By 2013, each school district was to implement a four-tiered system for evaluation with new criteria that includes the use of student data as a component.

Each of the superintendents involved in this study was aware of the looming change in teacher evaluation. The districts were all at a different stages; one is a pilot district, working with the Educational Service District (ESD) in the implementation stage of the new evaluation while others have introduced a teaching framework for learning. Many districts were using Charlotte Danielson’s work as a tool for beginning these activities.

One superintendent shared, “The evaluation process was not a contentious issue in this bargain.” Another indicated that, “Our teachers’ union wanted to move forward with the idea with a working group just looking at the different models and ideas out there.” That same
administrator felt that a working group’s efforts would be “just a big waste of time.” He said that the Legislature should just “do something correct,” impose a model or two, and eliminate the need for negotiations.

John Welker was in a better financial situation than his counterparts, because his district had a large amount of school improvement grant funds. He was able to use a portion of the money to work with the teachers’ association on this evaluation effort. His district had worked through an effective teaching framework during the past year and negotiated what was needed for piloting the new evaluation system in three schools.

We’re rolling it out and going building by building with a team of individuals, both teachers and principals from a joint team that developed the new model last year. They’re explaining the model to teachers, and we’re going to be asking for another half dozen schools to pilot the new evaluation during the 2012-2013 year. The biggest hang-up on that was we were required by the Federal government to say that measurements of student growth would be a significant portion of the evaluation. And we went round and round with Washington State and the Federal government on what that meant. We finally came up with what was the lowest common denominator that they would accept and our teachers reluctantly bought off on it.

Superintendent Grimm’s district had been using Charlotte Danielson’s Framework for Learning since 2004. They did not have to negotiate the evaluation because they have been using it for several years. His district is assisting others who are at the initial implementation stages through participating in the Educational Service District pilot this year. This pilot includes representatives of several groups: the union president, vice president, and a teacher and principal from each level along with district office administrators. Bradley Grimm, as
superintendent of a large district, is also a member of this team. Since involvement in the pilot, he is anticipating possible adjustments to the contract to align with the measurement tool.

He discussed the proposed legislative bills that are pushing for stronger language around student performance.

I don’t know. I am not really excited about that because I don’t know that the measurements are fair to teachers. To me, I look at collective bargaining and I look at the whole process as a way for us to come together and figure out how to be fair with each other. I am not looking to get my teachers. My teachers are my most important resource. We have got to help them; we’ve got to support them. They are killing themselves; many of them are killing themselves. I do want to get rid of the poor ones. We are doing a pretty good job of weeding out the bad ones. You know, people think these classrooms are full of bad people. Our classrooms are full of great people, so we want to work with them and help them, we do not want to see if we can get them. It is just not the mentality we carry around here.

Karla Parsons was also positive regarding the planning and implementation of the proposed new teacher evaluation.

This is when you’ve got to see down the road. I guess as superintendent, everybody approaches this in a different way. We’ve had a tight evaluation for years because it has been a value of ours. We have never agreed to teachers automatically selecting themselves into short form (professional growth option). We govern that and we have an expectation that all of our teachers are observed and receive written feedback every year. So, we already have had a common language and a framework for effective instruction for years before this all started
coming down. So basically, I told our teachers we’re going to wait, and I used my back-to-school kick-off to address the staff and say, you’ve probably heard about this new evaluation system. Here is the good news . . . we’re already doing this, this, and this. That’s not going to change. We’re going to have a committee.

You’ll be represented.

Parson’s district had just formed their committee and was not going to spend two years developing rubrics and then have the state decide on two specific models. The superintendent feels, “The district is in pretty good shape in that regard and I guess part of the proposed model is what we currently use.”

Darla Johnson noted that, in 2009, the district and union leadership had felt a mutual interest in changing the evaluation system. However, when the state announced their plan, both sides agreed to put this task force on hold until they had received more information on the state’s future direction.

Superintendent Mathias admitted, “We’re behind the revamping and coming together with the union to work together on a new teacher evaluation instrument. We’ve taken the advice of others to wait until we see what the state does, and that is taking longer than we had anticipated.” His district is totally unfamiliar with the new evaluation system and has not entered into discussions between the teachers’ union and the district. Union leadership in his district was reluctant to come forward and begin conversations about this issue. It is a topic of conversation the district has recently begun to initiate with union leadership.

2011 Impact on Non-Teachers’ Union Groups

In addition to the 1.9% salary reduction for state-funded teachers and classified support positions, the state also mandated a 3% decrease for all administrative staff. In actuality, it wasn’t a 1.9% to 3% cut for each employee, for most districts hire additional staff with local levy
and grant funds. A $58,000 state apportionment for each administrator does not come close to totally compensating administrative salaries. This required individual school districts to negotiate the reductions with their local union groups. The number of collective bargaining groups per district varied from two groups to twelve different bargaining groups. These leaders had to come to terms with each unit on this compensation issue and this added unexpected and often stressful negotiations.

Some districts used reserve funds. Like teachers, support staff and administrative staff did not ultimately experience a reduction in compensation. Others compensated support staff through elimination of paid professional development opportunities. The union gave concessions in other areas of the contract through unpaid furlough days, or a combination of unpaid furlough and other contract concessions.

As mentioned previously, Superintendent Welker went into bargaining with the attitude, “We have no money, so, let’s see what we can do around the issue.” His teachers had been willing to negotiate. Classified staffs, however, were less amenable.

Well, we don’t have to give in the way the teachers had to give in. We can force you to roll over our contract and honor our salary from last year, and that’s what we want to do. So we said, “Well, we have to come up with money somewhere. We’re going to have to lay-off your members in order to come up with the 1.9% that the Legislature shorted us.” And so we did that. And then the teachers had unpaid furlough days, for the most part, classified employees didn’t take a reduction in pay (employees were laid off), and principals took a reduction in pay. So, it’s just ended up being kind of alphabet soup of six different unions, six different solutions, all of which I could argue are very fair. They’re equitable, but they are very different.
Bentley Alexander shared how initially his district attempted to negotiate a 1.9% reduction in pay for support staff and 3% compensation decrease for administrative staff. After exhaustive bargaining sessions, the school board agreed to maintain financial compensation for all bargaining groups. In the end, Alexander’s district used reserve funds and made up the difference in the state funding shortfalls.

Superintendent Mathias shared, “We reduced our fund balance. No teacher, no classified, or administrator had any reduction in pay. We reduced the fund balance to allow for that.”

Kay Ross claimed the bargaining groups had mutually agreed to save “certain unexpected funds.” “When the state came in mid-year and wanted money back, we had not spent any of it. That was because all the people in the interest-based negotiations, including the teachers, did not scramble to take that money to improve their positions in the food chain.” For the past four years, this district has had pay reductions due to short revenue problems, so the proposed pay reductions were not a surprise and equally impacted every employee across the board. “We all voted to take pay cuts, this year we’re at 1.9% pay cut and also are doing (unpaid) furloughs.” This is the first year Ross’s district has taken unpaid furloughs. Furloughs were taken on Wednesday in half-days and scheduled to occur during the legislative session.

Summary

Though there are similarities in the challenges faced by these superintendents, each response was unique as a result of their different histories, perspectives, vision, management styles, and the circumstances of their district. The backgrounds and experiences of each of the ten superintendents interviewed for this thesis provide a context for their reactions to events in the spring of 2011. The enclosed charts summarize (Figure 1 & 2) relevant data about district size, years of experience, prior experience with negotiations, leadership, and other important information. Used in conjunction with the chapter narratives, this chart can assist the reader in
fully understanding the leadership each superintendent demonstrated, the challenges each faced, and how each of the 10 superintendents were able to recognize and embrace opportunities presented by the 2011 Washington legislative action.
Figure 1; Basic Data About Superintendents

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<th>Out-of-State Superintendent Experience</th>
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Figure 2; Superintendent Participation

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CHAPTER FIVE

LEADERSHIP

Introduction

In the 2011 session, the Washington State Legislature surprised public school superintendents by pushing down to them unprecedented financial challenges. These circumstances required crucial, and often difficult, conversations with local teachers’ unions. Traditionally, superintendents stand on the sidelines in the collective bargaining process. Carefully selected district administrators, board members, or legal counsel lead and navigate the bargaining process. Superintendents and their school board directors provide guidance, input, and bargaining parameters. However, the unique circumstances in the spring of 2011 required more direct leadership, influence, and attention.

Historically, the school superintendent has held a special trust. One part of that trust is to safeguard public education and maintain the quality, performance, and morale of teachers who work in their district. Another part is for the superintendent to act as a spokesperson for education—speaking for teachers as well as students. Keeping this trust has been particularly important in recent times when education generally, and teachers specifically, are under attack.

Washington superintendents responded to the 2011 crisis in a variety of ways reflective of their various backgrounds and philosophies of leadership. Each played an important role in district labor relations, collective bargaining, and contract administration in the 2011 budget emergency.

Superintendent Role

Some superintendents were more involved than others in the collective bargaining process. They were directly engaged at the table and in planning conversations. Three superintendents shared how hearing the unions firsthand helped them better understand the issues
and concerns being presented. But one of the three, who had a history of active participation at the bargaining table, shared the belief that it can be dangerous.

George Mathais has seen the ugly side of district/union negotiations. His experiences as a classroom teacher on the picket line, as a hostile, angry teacher, feeling manipulated by union leaders’ self-serving agendas, led him to closely examine the roles of labor unions and the clients they serve.

As superintendent of North Beach School District, Mathias believes the relationship between the union president and the school district is absolutely critical to whether or not there is a collaborative and comfortable approach to bargaining. In his long career as superintendent, he has seen it all.

I’ve seen the ambivalent union leader along with individuals from central office that positioned themselves in a hostile framework and resist any kind of consideration or cooperation . . .. Union presidents [who do] not stand up and represent their association members . . . they get quickly voted out, and long-term union presidents develop strong relationships with their union and work productively and cooperatively with the district problem solvers.

He believes these last individuals are those who have had the greatest and most positive benefit on the education of students and the school personnel they represent.

Communication, relationships, and knowledge are the cornerstones to union/district negotiations for Superintendent Mathias. “Prior to the opening of contracts where we (the administration) have openers with the North Beach Education Association, we spend time researching the economy, the spending patterns of the district, and other settlements with bargaining groups in our district.” The team tries to be fair with all employee groups; and work with the board to set parameters for the amounts of money that the board is willing to allocate to
reach a settlement. With this knowledge, they are better prepared to address the hard questions with fairness and equity. He and his team strive to deliver accurate information, be truthful, straightforward, and candid, and maintain working relationships with all partners.

The foundation of this working relationship is the ongoing communication Superintendent Mathias has with union leaders. “Continuous and regular communications with the union work proactively to diffuse potential problems.” Mathias and union leaders “break bread together” at regularly scheduled breakfast meetings where communications are warm and cordial. This more casual atmosphere was used to discuss problems that were occurring in the district. He believed in continuous and regular communication with the union to diffuse potential problems, errors, or omissions.

In addition, he had a labor management team comprised of his assistant superintendent of human resources, deputy superintendent, and assistant superintendent of student services. The team met monthly with union leadership and conferred on a regular basis. This group had a history of being responsive to quickly remedy problems and resolve issues. When lengthy deliberations tax everyone’s patience and disagreements occur, these relationships allow issues to be resolved quickly without residual hard feelings.

George Mathias has committed to the positional style for union negotiations and leadership. He had an expert lead negotiator on his administrative team to whom he entrusted the collective bargaining process. Even when his bargaining team has had to react to proposals from the teachers’ union, it tried to be positive. “The demands have not been so extraordinary . . . that we could not live with them.” Mathias’ strategically selects who represents the district at the table with some of the principals and central office administrators that have already demonstrated a positive working relationship with the union leadership in their buildings or in previous experiences in bargaining.
“We look for people who can gain from the experience, who have potential to serve in central management team positions in the future.” Mathias desired to coach and motivate these individuals through the bargaining experience. He shared, “Overall, the people we selected to represent the district were cooperative, open-minded, and articulate. They were gentlemen and gentlewomen.” They had what he described as, “A sense of purpose in what is fair, the mission of the district, and a desire to improve education for all students.”

Prior to a bargaining session, Mathias, spent time with his leadership team researching the economy, analyzing expenditure patterns of the district, and reviewing previous settlements with the other union groups in the district. He said, “We work hard to be fair and equitable with all of our bargaining groups.” They had what he described as, “A sense of purpose in what is fair, the mission of the district, and a desire to improve education for all students.”

Like Mathias, other superintendents in Washington have set a high bar for professional relations and union negotiations. Though their styles differ, they share a vision for what is good for their respective districts and good for the students and staffs they serve. They faced unique challenges in 2011 that tested the metal of their resolves. They were overwhelmed, but not overcome. Expert leadership propelled their districts forward and will allow them to remain steadfast into the future.

Superintendents thus set the vision. They intentionally prioritize how resources are allocated and utilized. Leaders in this study all participated in the financial planning and prioritizing of the district’s bargaining interests prior to negotiations. They sought guidance from the district’s chief financial officer and human resources lead.

Lacamas School District’s Superintendent Steven Marsh’s initial involvement centered on planning and strategizing. “My role was to help the management team get clear on what we
wanted to achieve through bargaining.” This included what they could afford to do for their teachers. He did not sit at the table during sessions but worked closely behind the scenes to plan, strategize, and communicate with the board.

Darla Johnson, superintendent of the Capital School District, called herself, “our team’s bargaining support. That’s the code word they use at WEA, the bargaining support team.” Her role was to gather and organize ideas before bargaining began and to set parameters in which the district bargaining team can make decisions. When there was a need to caucus, she would be available for counsel.

Superintendent John Welker from Gonzaga School District participated significantly in the collective bargaining process. He realized “that it’s pretty dangerous for a superintendent to do this because, if things go south, then you’re on point.” Welker believed he needed to build relationships and hear the dialogue between both groups. “If I do not agree, I need to figure out how to say it graciously,” he said. Welker sometimes spoke at the table and other times conferred with his team. His chief bargainer is an assistant superintendent who has experience with outside bargainers but is not a fan of having them sit at the table.

South Central Superintendent Bradley Grimm stays out of the bargaining process. To be kept informed, he met regularly with representatives and the district’s spokesperson between each bargaining session. They were responsible for keeping him, “up to speed” on the state of negotiations. He said, “I was interested in their perception and what they thought would have moved the union towards a settlement that didn’t make the district feel they were giving the store away.”

In contrast, Dr. Kay Ross, who had a strong interest-based approach, had ongoing negotiations with the teachers’ union. She was always present during twice monthly union meetings. Ongoing interest-based negotiations reflected Kay Ross’s leadership approach to the
collective bargaining, labor relations, and contract maintenance processes. The District used interest-based negotiations to solve any and all problems that might arise.

As superintendent of the Catlin School District, her collaborative team, including each labor group, met once or twice monthly to discuss issues that arose in the district. The elected union president and vice-president and the principals’ group were represented on the team. District office administrators, assistant principals, and the alternative program also had representation. Ross used a protocol, “Everybody has to give a thumbs-up for us to solve a problem. Thumbs sideways means, ‘I can live with it.’ Thumbs down means we revisit the issue until everyone is in agreement on it.” For over ten years, Ross has attended and participated in these meetings. She said, “You are not individuals representing a particular union. We are a group.” Two individuals from Catlin School’s Education Association and another from Uniserve came to the interest-based meetings and were allowed to vote if they chose. Ross claimed, “We have a non-adversarial relationship. We went for yea years without any grievances. We were able to cut our legal bills by about $2 million dollars a year.”

All the superintendents in this study emphasized the importance of clear and consistent communication with teachers. They believed it was important for teachers to know about the state reductions and why finances were so challenged. Superintendent Bronson went as far as having listening tours where he and the union president went out to hear directly from teachers their concerns and priorities. Dr. John Welker voiced concern about his struggle with getting out and hearing the teacher voice. How could he communicate that he had heard teachers’ anxiety, and was he addressing the concerns that had been shared?

As a core principle, Karla Parsons believed it was essential to be transparent in communicating budget information. Superintendent Parsons said, “It helped the district union relationship over time to consistently communicate budget information.” Parsons used the same
information with the school board, administrative team, community, and union leadership.

Most superintendents’ district negotiations teams are led by the assistant superintendent, executive director, or director of human resources. One district included legal counsel and another hired Washington Employers, an organization that bargains for public employers, to assist them in negotiations. Additional members included: assistant superintendents, chief financial officer (CFO), principals, and personnel from other specialty areas who might have an interest in the bargain. Each team was unique to the needs of its district. One common thread was that each included representation from the human resources and financial departments. In these situations, teams reported back and were responsible for keeping the superintendents informed and aware of how negotiations were proceeding. These superintendents monitored negotiations through ongoing communication and updates from the district’s negotiation team.

Dr. James Bronson’s negotiation team included eight district administrators. The assistant superintendent of human resources served as the chief liaison for the district. His assistant developed the plan while Washington Employers served as the chief negotiation representatives, doing most of the talking in bargaining sessions.

The executive director of human resources led Superintendent Bradley Grimm’s negotiations team. The executive director determined who would participate on the team. Principal and administrative representation was included along with the Chief Financial Officer. Others joined the team as specific expertise was required. For example: if there were a high school issue, the director of secondary education would join the team. Superintendent Grimm did not want “to tie up peoples’ time” if unnecessary.

Role of the Board of Directors

School board roles in the collective bargaining process varied from district to district. In one district, the board was very involved and had representation at each bargaining session.
Others had little or no involvement in the process. Boards were generally provided ongoing updates as to how the proceedings were going. The majority of the superintendents in this study felt their roles were to apprise the board and provide periodic updates.

Every couple of months during the bargaining process, Superintendent Grimm shared, “We would schedule and meet in executive session with the school board and inform them what had transpired, what’s on the table, and what the teachers were requesting. But, for the most part, they did not want to get involved in it.” They allowed the superintendent and district team to set parameters about what they wanted in a settlement. His board had a trusting relationship with the negotiation team. He claimed, “The prior superintendent had put this system in place, and it has been that way ever since.”

Superintendent Welker reflected,

The board has not had a role in bargaining other than receiving updates. It’s been problematic I’d say twice. In my eight years here at Gonzaga periodically we get an activist board member who really wants to be involved in the bargaining process and doesn’t have any understanding of how it works. Then, it’s difficult. It is sometimes hard to explain to the board that the teachers are not going to make concessions easily. That can be problematic depending on the understanding of board members and how flexible they’re willing to be.

Prior to each bargaining session, Dr. Marsh would sit down with the board and give them his best thinking about what “we should try and accomplish through the bargaining process.” In executive session, the board would give him a “temperature check” and a “thumbs up” to his thinking. This provided Marsh guidance in moving forward. Through periodic updates, the board stayed connected and involved. Steven Marsh said, “Finally, the board is the body that approves the final agreement.”
Dr. Kay Ross felt very strongly that the school board’s role was to listen and approve the final agreement. At that time, the interest-based team, including all unions, would present the agreement to the board. If the board did not approve the agreement, it would end the interest-based approach in the district. Superintendent Ross felt the board needed to trust the decision making group.

Another superintendent felt it was the superintendent’s responsibility to develop a vision and lead the board in the decision making process. These were crucial conversations and decisions for school boards to make in a challenging financial climate. Karla Parsons, Desert Springs School District, defined her role as an influencer to both sides, getting the union and district teams to understand the values, needs, and impact on the community.

“Our community is organized around the school district. My job is to keep their support over the long term.” She believes a superintendent’s job is to lead, and not simply to serve as a facilitator of taking votes to the board. She said, “You need to have a personal vision about how bargaining is going to impact students. At best, you are the student’s representative.”

Similar to other superintendents, she gives direction and apprises the board during the collective bargaining process.

*Structure and Process of Collective Bargaining*

Districts handle collective bargaining in three ways: positional, interest-based, or a combination. As previously discussed, traditional bargaining or positional bargaining focuses on the immediate needs of the parties. These needs are expressed as solutions to problems perceived by the party proposing the solution. A party presents their thinking, usually couched in contract changes. These proposals to alter the contract are referred to as positions. Interest-based bargaining differs in that it is based on the premise that, when everyone understands the
interests and concerns that have led a person or group to take a position on an issue; they often find some of those issues are mutual. Both sides at the table are trying to attain the same goal. Interest-based bargaining takes time and cannot be rushed. Some superintendents in this study used a combination of positional and interest-based bargaining. This occurs when both parties have similar interests in the outcome of a proposal. Both sides are willing to collaborate and discuss and brainstorm possible outcomes and solutions.

**Positional Bargaining**

Four districts had recently bargained using positional bargaining. Surprisingly, two of these had long histories of interest-based bargaining had recently reverted to a positional form. Both superintendents attributed this to the financial downturn.

Two of the four superintendents have had past histories of positional bargaining. In the 2011-2012 negotiations, Bentley Alexander’s Executive Director of Human Resources led the positional bargaining team. Other team members included the assistant superintendents of secondary and elementary schools, curriculum and instruction personnel, the Chief Financial Officer, the Executive Director of Special Services, and principal representatives from elementary and secondary schools. The district director of communications supported the team through communication with the public regarding the status of negotiations by posting positions on the district website.

Most recently, in anticipation of a difficult bargaining session, Dr. James Bronson of the Granger School District and his team worked “very, very hard” with the board to set parameters before collective bargaining transpired. In this most recent bargaining session, the district experienced a strike by union members despite all of the thoughtful planning. However, in anticipation of the sessions, the board asked, “How do we want Dr. Bronson and the team to go about this?” Along with his assistant superintendent of human resources, he developed a team to
draft parameters that were taken to the board. The board provided feedback and amendments were made to the initial parameters. He felt, “[t]his board was quite actively involved from before we ever started to bargain all the way through the strike and post-strike.”

Superintendent Bronson talked about an unusual beginning step that occurred before bargaining ever started. “The union president and I set up something called the listening tour. The listening tour anticipated that we were going to face several questions at the bargaining table.” One question dealt with the ‘waiting for superman’ philosophy and addressing failing schools concept. Teachers knew that evaluation and seniority would be a part of state and federal school reform efforts. The union president and Dr. Bronson did some brainstorming and crafted three basic questions they presented to staff, communities, students, parents, and specific groups. The following questions were asked:

1. If you were to try to replace seniority, what would you use?
2. If you bring student performance into the equation of teacher evaluation, how would you do that?
3. What would you say is the toughest issue: longevity, education, seniority, or other?

He also added the element of assignment. If you didn’t use the teacher assignment and transfer contract language and you had schools needing improvement, on what basis would you assign teachers?

This communication strategy was utilized in anticipation of a challenging bargain and done hand-in-hand with the union president. Superintendent Bronson said, “Certainly unanticipated was that we would then sharply gear in a different direction and end-up in pre-strike.” He reported the next thing that happened, “We saw things coming out at the state level that were clearly positioning or targeting our district.” He had shared at a regional superintendent’s meeting, “You’re going to have to watch my district because they’ve already
moved in the WEA publicist, three Uniserve representatives from outside, and it’s looking like it’s headed to a place that has no resemblance to what we would normally do.”

When the bargain began, it seemed like everything was an issue—the paid bargainer (Washington Employers, lead bargainer) was an issue—you name it. It was very, very difficult to pin down what people wanted to bargain. We were supposed to begin interest-based bargaining, which we did. And then eventually they asked to change to a traditional bargaining mode.

The 2011 bargaining session began as interest-based and changed as the negotiations progressed, ending in a positional stance. This was an extremely angry time for the teachers and community experiencing the initial uncertainty: will school start? Both sides agreed to begin the school year briefly; the teachers reached an impasse and a strike resulted.

Most of the bargaining sessions were positional, exchanging proposals and having discussions. There were many opportunities for more interest-based conversations and problem solving. However, the union would never have wanted to admit that was the case, for they preferred to appear positional with their membership.

Dr. Meyers shared,

We’ve done it a variety of ways over the years. We’ve tried to do interest-based bargaining for many years. I think it has been within probably the last contract, and maybe in the last two, it’s been more positional because there is nothing to give and there is more to take back.

He shared the difficulty of bargaining without any money and that no one had received raises, “No one is getting much of those things so it’s back to the old style rather than around interest, although some of that takes place.”
There had been a deep commitment to interest-based bargaining under Karla Parsons’ leadership in the Desert Springs School District. They had developed a mutual trust agreement that appeared on the first page of the contract. It described the jointly agreed upon values and a code of conduct—Parsons described it as, “how we tried to interact with one another.” This interest-based team has been asked to present at prior National Conferences for Collaborative Bargaining regarding their successful working relationship.

As previously stated in the study, Dr. Kay Ross, who had a strong interest-based approach, had ongoing negotiations with the teachers’ union. She always attended the twice monthly union meetings. The District used interest-based negotiations to solve any and all problems that might arise.

Three superintendents described their district’s recent bargaining process as a “combination.” Marsh’s district used a combination of interest-based and positional bargaining. Prior to the recession, it leaned more towards interest-based. However, once times got financially challenging and the district was unable to place more financial resources into the contract, there was a little shift more towards positional bargaining. He said, “We never got all the way to positional, but we went from being interest-based to more positional because of the money.”

Superintendent Welker said, “I show up at least 50% of the time.” He described his district as using a combination of interest-based and positional bargaining strategies.

For over fifteen years, Darla Johnson’s district used interest-based bargaining for negotiating the teachers’ contract. However, in 2009, the union initially called bargaining interest-based but they were positional in actions. They persistently asked, “Do you want to be
more positional?” Union representatives wanted Capital School District to say it was doing positional bargaining. Superintendent Johnson described how the 2009 bargain was “nasty.” However, 2011 bargaining sessions went smoothly and there were “no issues.” She explained their approach as a combination of interest-based and positional.

*Contract Maintenance and Labor Relations*

Contract maintenance is defined as the process a district uses to work with union representation to discuss and refine the current contract language. Ongoing meetings interpret and “hammer out” what is meant in the current contract language. Each district handles this in different ways. Some include teacher representatives in the process; others included the union president and administrative representatives.

Labor relations meetings consist of a more intimate group of district administrators and union leadership. This group meets regularly to discuss specific persons and sensitive issues. Conversations are more confidential in this setting. For example, they might address a contentious relationship between a teacher and a specific administrator.

Conversations with superintendents indicate terminology for various groups and processes differs from district to district and may be inter-changeable. Two superintendents referred to their group as a “labor management team.” All of these groups—contract maintenance, labor relations, or labor management teams—meetings are to maintain communication and address problems.

Bentley Alexander and Dr. Ronald Meyers deferred monthly labor relations and contract maintenance responsibilities; both said, “I had really smart people to do that for me.” Both leaders knew that there were monthly meetings to resolve and discuss issues. Alexander and Meyers were satisfied with their executive directors of human resources and assistant superintendents representing the district in these problem-solving meetings. Following each
meeting, their leadership teams reported back what had transpired. However, their roles were to 
regularly schedule and meet individually with the teachers’ union presidents. These informal 
meetings provided the superintendents and the union presidents ongoing communication 
opportunities. When there were important initiatives requiring more direct communication, 
Alexander and Meyers met with bargaining groups and their leaders to converse, get feedback, 
and provide input.

Superintendent Darla Johnson utilized a labor management team with the teachers’ union. 
Her human resources department and the Capital School District’s negotiation team led this 
group. The labor management team was a standing committee that met monthly discussing 
issues regarding the contract.

Johnson personally met individually with the teachers’ union president, keeping an open 
relationship where she could discuss and evaluate possible problems or concerns. This provided 
Johnson the opportunity to hear if there was an issue at a school or with a building principal. 
The union president and Johnson had agreed they might not always concur, however they would 
always work together to head off disasters. She reported a positive long-term history of working 
relationships with union presidents.

Superintendent Welker and his team met monthly with a group he referred to as the labor 
management team. After negotiations, he portrayed it as, “contract mopping up.” Otherwise, he 
explained it as contract maintenance. Welker described these conversations as “free flowing” 
discussions. He shared an example of a discussion that had occurred last spring regarding school 
 improvement efforts. The union felt decisions were being made “too top down.” He explained 
how his team responded that “collaborative” did not mean they were going to compromise and 
settle for the lowest common denominator. His team was committed to doing what was best for 
kids, but needed to find ways for teachers and administrators to make adjustments. At a more
recent meeting, union leaders shared they felt better about the direction the district was going, but still felt like the administration had not fully addressed their concerns.

Dr. James Bronson and his human resources director met monthly for labor management meetings with the union president and two Uniserve representatives. He found the climate of these meetings like quasi bargaining and struggled to get into informal conversations and problem-solving mode. He was questioning how that time might best be used at the 35,000 foot level, through a wider lens, and how might the labor management group avoid being sucked into an underground agenda? As he put it,

It’s getting a little old, and I say it. We’ll all be sitting there and I’ll say, “Excuse me, but shouldn’t that have been handled one-on-one or in the school setting?” You know it is not fair to everybody to make it look like it is a big problem, when it’s actually one person or one situation; there is always more to the story.

Bronson shared his historical perspective of labor management. His experiences differed in each of the districts where he had served as superintendent. Bronson believed it is more challenging to build relationships in a large district versus smaller. He said, “You look at the union structure in a larger district, you’ve got your association representatives and they gather for their monthly meetings. Those meetings can easily, depending on the leadership, turn into sessions where attendees are saying, “Ain’t it all awful?” Therefore, they come into labor management with the set of, “What happened in the last association representative meeting?”

Honoring the Teachers’ Contract

As superintendent, Karla Parsons believed her role was to communicate clearly to her administrative team the importance of honoring the contract. She believed that if the district had agreed to address class size in a certain manner, administrators should respond in a parallel manner. Parsons stressed the importance of knowing and honoring the contract. She shared,
“We’re vigilant about being in front of our obligation as a cosigner of the contract and I think that solves a lot of problems. We don’t put teachers in that position.” Another example she shared, “I know the contract says 30 students in algebra but could you just take one more kid?” Often the teacher would say “yes.” Under her leadership, the district does not put teachers in the position of trying to talk them into ignoring their contract. She considers that an operating principle of the district. When a situation arises and the district needs a variance, they are open about it.

Karla Parsons believed it important for building administrators to understand the contract. She expected them to check the contract prior to calling the district office for advice. Parsons provided building administrators with a broad-based education on the contract so they would not “unwittingly or lazily” misinterpret the contract. She said, “Screwing up the contract breeds mistrust and it’s incompetent. You have to be a competent organization, and part of being a procedurally competent organization is an understanding of the contract, what it means, and how it should be implemented.”

Conclusions

The superintendents represented in this study drew upon previous leadership experiences to manage a variety of difficult situations in this financially challenging time. They openly communicated with their school boards, administration, teachers, and one another. They strove to maintain an atmosphere of calm and spoke reason into what could have been chaos. Each superintendent enlisted the support of various groups, both within and outside of their districts, and was collegial in problem solving and decision making. All worked collaboratively with union representatives and none blamed local unions for the difficult financial decisions facing them. 2011 was a year when strong leadership was needed, and these superintendents were able to demonstrate that leadership.
CHAPTER SIX

CHALLENGES

Introduction

The 2011 Legislative decisions forced districts to re-open negotiations and locally bargain the mandated reductions. This had consequences that differed from district to district which, in turn, uniquely impacted each district. This caused inequitable district negotiations across the state. There had been little opportunity to respond proactively, and local boards and union groups struggled with state issues over which they had no control. District levies, with few exceptions, had been decided, teacher contracts were in process, and superintendents found themselves asking for take-backs with little to offer in return. High stakes testing, curriculum challenges, and demand for more accountability were already generating stress in district/union negotiations. How did Washington’s superintendent’s approach, process, and address these financial challenges? How did these challenges effect the environment and mood of their districts during these intense last months of the 2010-2011 school year?

Findings

As noted in chapter 4, Karla Parsons had paid little attention to teachers’ union/district negotiations as a classroom teacher but now thinks that perhaps she should have been more aware. Her first real exposure to union/district relations as an administrator came in a small district; she was assigned to a contract negotiation team whose bargaining was both positional and contentious. That experience impacted Karla’s view of negotiations and resulted in the interest-based approach she now uses in her role as superintendent of Desert Springs School District.

Superintendent Parsons says her job is to influence both bargaining teams in terms of the values of the community and how what they bring for their needs and desires impacts, or might
impact, the community and board, keeping them informed throughout the year, not just at bargaining time, but about things that are likely to impact bargaining.

As legislative decisions began to emerge in the spring of 2011, it was through that collaborative lens that Superintendent Parsons viewed the newly enacted statutes. Karla and her negotiations team, consisting of both administrators and the union, had an ongoing trust agreement based on past experiences that spelled out how they would try to interact with one another. The 2011-2012 negotiations would become the acid test of that trust.

A core principle of transparency in sharing the budget helped address a potentially contentious situation. Superintendent Parsons insisted that the budget information she shared with the union was exactly the same information she used in administrative meetings. “I tell them, ‘We have a money problem.’ They believe me. I have earned that belief.”

The expectation in her district is that the contract is binding on both sides. Parsons is vigilant about meeting the district’s obligation as a co-signer of the contract. “You have to be a competent organization, and part of being a procedurally competent organization is understanding what your contract says, what it means, and how you implement.” Contract fidelity is also important to building a climate of trust.

Like most superintendents, Karla Parsons did not believe that the labor agreement was the primary structure for how administrators should communicate with teachers. She had built a framework of trust and openness from which to approach the 2011 legislative challenges that she and the school community saw as a legislative disaster. A climate of “keep calm and carry on” prevailed. Because her district was small, her leadership was very personal. She could visit each school to explain the budget situation and let them know what was coming. Parsons shared, “I’m here to talk to you about how I see this impacting us, what I’m worried about, and I promise you that once we know, then you’ll be the first to know.”
The longstanding mutual commitment to collaborative negotiations still put a lot of pressure on the bargaining team. They had to convince their members that they were truly representing their interests when little, if anything, was being offered. The Legislature put Parson’s district in an inequitable position compared to its neighbors. Larger, richer districts were able to offset cuts with large TRI packages and enormous reserve funds. Smaller districts struggled with retaining staff and maintaining manageable class sizes.

Superintendents across the state agreed that, if the Legislature wanted to cut teachers’ salaries, “they should have figured out how to do it.” Parsons went on to explain that, by passing legislation without clear mandates on how salaries and other apportionments were to be handled, they forced local districts to return to the bargaining table to re-open negotiations. The current funding formula based on local levies creates inequities that no negotiations team can bargain away. However, a few of the richer districts in the Seattle region actually returned to the voters for additional levy dollars, as authorized by a state increase in the levy lid.

Parsons voiced their frustrations,

The Legislature has some obligations to correct those inequities that cascade through the funding formula, and that would be a big pressure off some bargaining because it just exacerbates. It’s a statewide problem. It needs to get fixed and there’s an opportunity to fix it with this compensation committee (Washington State Compensation Workgroup), this budget situation has created opportunities for the Legislature to correct the inequities and the funding structure and to deal with compensation and health care, which is where the money is . . . .

Locally, Parsons’ challenges mirrored those of her colleagues’ across the state: administrators share a desire to understand the needs and resources of their districts; they know their staffs need to hear about issues in the same way and with the same message; they are faced
with non-negotiable items, such as evaluation content and the adoption and implementation of curriculum; and they recognize the need to be empathetic about the impact budget cuts are having on their teachers and the classroom environment.

The economy has seriously affected Superintendent Parsons’ district. Parsons saw the 2012-2013 legislative session as another opportunity to do what is right in terms of funding and equity in Washington, but she has no confidence that they will.

Superintendents in this study all shared the challenges of this new frontier in collective bargaining and budget development. Each leader had spent large amounts of time reflecting on financial challenges their district was facing and how compensation and bargaining requests would be met. Superintendent Alexander and his administrative cabinet had spent the fall and winter exploring how to balance the budget after initial significant reductions from the state. They were also preparing for a challenging teachers’ union collective bargaining process. The district was in a situation that had never occurred in the past, as it was required to reduce compensation in the 2011-2012 union contract. There were no obvious answers, and it was a frustrating time that Alexander described as “a huge mess to try and resolve at the local level.”

But each district was different and not all other districts experienced the same degree of heightened tension or anxiety, at least at first. Catlin School District had experienced budget challenges for the previous five years. Six years earlier, they had experienced a triple levy failure that caused district reduction of all assistant principals, classified staff, and half of the district office staff. Kay Ross said, “The district was to the point where the auditors came in and insisted we rehire some administrators.”

In 2010, Catlin School District passed a historically high local levy. Prior to that time, the district had never found community support for maximizing their levy rate. Ross described, “We would have been riding high on the hog if the state had not come in mid-year and cut
apportionment.” The year ended like each of the past six years; the district again had to be fiscally frugal. Ross was able to address the 2011 budget challenges by utilizing and redirecting the newly acquired levy funds.

Superintendents shared disappointment in the lack of leadership of the Washington Legislature. They were troubled that the Legislature passed on to districts an unprecedented mid-year apportionment cut in addition to 2011-2012 salary reductions of 1.9% for teachers and 3% for administrative staffs.

Dr. Meyers, in Menlo Park School District, shared how his frustration and anxiety were exacerbated by how slowly the Legislature came to agreement on a state budget. Details were not finalized until after the May 15th legal deadline for teacher notification for contract renewal or non-renewal. The Legislature did allow an extension, but the delay still greatly impacted local district planning. Superintendent George Mathias described the “uncertainty in future stable Basic Education Funding” as our greatest challenge. He did not have any confidence in the ability of the Legislature to make timely decisions regarding public education.

There’s an analysis paralysis that has delayed decision making. It is avoidance that we are seeing, and there is no individual organization stepping forward to speak on behalf of public education. It’s extremely disappointing to me. This is not among my proudest moments.

Complicating matters, each individual school district in the state was left to settle up with their local teachers’ union, thus breeding frustration and discontent. Several superintendents noted that the districts that had more money gave more money to their teachers, which placed pressure on the districts that didn’t to do so as well. They saw the inequity issue as a statewide problem that could have, and should have, been addressed by the Legislature. Nearly all of the superintendents felt that the Legislature had missed an opportunity to provide more guidance and
leadership in terms of teacher compensation.

The biggest issue facing most districts, of course was the 1.9% pay reduction. In the past, districts had been able to make cuts with fewer political implications or contract sensitivity issues. Eliminations of programs or restructuring of positions, though they may not have seemed easy at the time, were self-contained and did not directly impact student learning. In 2011, as John Welker described, “Every cut we made is deeply embedded in everything that we do and so it’s not an easy amputation. It’s really, really messy . . . It impacts teachers, it impacts unions, it involves everybody.” Welker, Parsons and others felt that the Legislature dumped the financial “solutions” on the district. Superintendents felt if the Legislature wanted to cut teacher’s salaries, they should have devised an equitable statewide solution. They were offended that the Legislature put districts into this position.

Even the wealthier districts felt the pressure. Dr. Welker’s district is located in an affluent Seattle suburb and supplements the state salary schedule with the most generous TRI schedule. When a neighboring district authorized an increase in salary, Welker’s teachers expected the same. Historically, that had included a state salary increase plus 2% per year of the contract on TRI. He said, “You’re bargaining not only against the teachers across the table but also against the ghost of your colleagues who had already given their teachers 2% that year.” He worried about how he was going to make the outcome work financially, given the pressure from neighboring districts. That was difficult and a substantial challenge for Superintendent Welker and the Gonzaga School District.

Superintendents I interviewed were successful in reducing total compensation through unpaid furlough days and/or elimination of paid professional development paid days. Flexibility in terms of protocol pervaded negotiations. The union understood and accepted the 1.9% salary reduction was a reality that needed to be addressed. Expectations were put aside in order to
address the problem.

Superintendent Bronson said it best,

There was a lot of strategizing and game playing, and behind that was anxiety and avoidance and anger . . . I think whether it’s the Waiting for Superman (in reference to 2011 movie dealing with Charter Schools efforts) or anger at the Legislature or anger about teachers’ salaries or anger about lost leave days, anger about low performing schools, high accountability, all of that played into it.

Superintendents also voiced concern about the importance of protecting programs with such of fluctuating district budgets, and how they could possibly accomplish this. How would districts continue addressing the needs of all students? They believed that whether in advanced placement, intervention programs, or credit retrieval, all students deserve equity and quality programs. These decisions deeply concerned everyone.

Additionally, superintendents discussed the challenges of retaining high quality music, library, visual art, and physical education classes. Ronald Meyers worried that shared budget cuts would have a lasting impact on his district, “We eliminated our PE specialists in elementary. That was a big deal. We reduced half of our librarians at the elementary. We reduced our secondary librarians a few years before. It was really stressful.”

Though Mathias’ teacher contract was not up for renegotiation, he foresaw the 2012-2013 bargaining session as difficult to address in terms of professional development and supplemental days that were in the current contract language. Mathias joined colleagues in wondering how his district could continue the professional development that supported teachers so they could address the educational needs of students. His district, like others, had spent millions in professional development over the previous several years, looking at research, hammering out what it meant to be an effective teacher. Budget cuts and new legislation had administrators
questioning what the future might hold.

In 2011, in an effort to gain community support and input, Superintendent Mathias commissioned a budget advisory committee comprised of community members. He described them as, “sharp, intelligent, and fair-minded individuals.” He had given them the task of reducing $10 million dollars in the district’s current budget. What he learned through that process was that “these decisions will forever change us.” If his district had to reduce the school year, programs, and staff in addition to increasing class size, it would impact the district’s reputation as a top rate school district. But it was difficult to keep this group from straying into potentially unfair labor practices. Their focus was on expanding programs for advanced placement, at the same time eliminating expensive programs that supported the struggling learner. It had been hard for the committee to agree on reductions. He said, “It was challenging for us to carry the torch for innovative programs at a time when so many people were preoccupied with ‘Will I have a job?’”

Most of the districts used a combination of interest-based and positional bargaining strategies. They claimed to have previously engaged in more interest-based bargaining. However, financial challenges and lack of new dollars at the table placed the teachers’ union in a more positional mode of operation. Through collective bargaining, unions must proactively seek benefits for their members. It was difficult to bargain when the district was forced into “take backs” and had nothing to give in return.

Darla Johnson was surprised by her principal group’s response to the 3% pay reduction proposed by the 2011 state Legislature. They expressed shock and strongly challenged her. The district requested each employee group take a two-day reduction in pay. The principals’ group said their work was too important and they deserved the pay. Johnson felt they had missed the point. “Everyone’s work was important and I felt that each employee group needed to be treated
equitably.”

During late summer 2011, one school district in this study experienced an eight-day teachers’ strike. Major differences from the other districts studied, this district had lower class size, higher salary, and strong seniority contract language. The teachers’ union pushed for even smaller class size, no reduction in salaries, and a voice in teacher/school transfers that had always been a seniority issue. In the end, class size remained the same and teachers sacrificed a paid day of professional development. Seniority issues were addressed through the development of a joint district-union collaborative committee that is responsible for reviewing teacher transfer needs. The superintendent of this district expressed hope and shared that this new and different approach would succeed.

Bradley Grimm felt the 2011 teacher’s bargaining went well. He felt anxiety was centered on which programs would be reduced or eliminated, or who would be laid off. The tension was not necessarily in the negotiation process. Grimm and others felt the state budget made it more challenging for local districts to protect teacher jobs. Grimm said, “We need to keep teachers in classrooms with manageable sizes.”

The legislative decisions required Steven Marsh to organize teacher layoffs, determine how to address 1.9% pay cuts, and develop a new teacher evaluation system—all within the negotiations’ process. His district attempted to be transparent in communicating and making sense of what was happening at the state and how it had impacted the district. He stressed the importance of respecting teachers publically.

Communication

Each of the ten superintendents mentioned the critical nature of communication. Clear and concise communication with all employees, parents, and community groups was essential for understanding the financial challenges districts were facing. By being forthright, open, and
honest they held their integrity and remained sensitive to all involved parties.

Kay Ross shared,

What I’m trying to say is that just by my visibility and the visibility of the board with me showing support to the teachers that they care, but they are also in the game with me, sets the level of transparency or credibility or trust, whatever word one would want to use to describe what we’re trying to promote in this district.

Darla Johnson and Kay Ross also explained how, over the years, each of their districts had faced various challenges. Johnson believed it had made her administrative team tough. Johnson and Ross viewed the financial situation as another challenge and simply rolled up their sleeves and figured out a way through it.

Steven Marsh said, “It is all I know anymore in terms of the financial situation. Every year it has been cut, cut, cut.” He stressed the importance of making the best decisions with the information you have and to “continue giving people around you a sense of hope that it won’t be this way forever.” Marsh reflected, “At the same time, you want your parents to continue to want to send their children to our schools, pass levies, and invest in the system.”

Marsh, Parsons, Ross and others believe most teachers are good hardworking people and deserve to be treated well. Marsh voiced concern about unpaid furlough days and the reality that workload issues would be an ongoing problem. “While there was a furlough day involved, great teachers still get the work done, even with less days of compensation.”

George Mathias and Dr. John Welker also all mentioned the importance of fostering hope within their districts during challenging financial times. Welker sees the solution as being more visible in school communities and focuses on how to let people know that he spends time in schools communicating with teachers before taking action.

Marsh spoke for all as he shared,
Students still have to get up tomorrow and go to school. They want to go to college, and they have full lives. We still have resources in our system to get good things done. It’s not enough, but we have to hold on to that thinking while going through the challenging times.

Summary

Superintendents in this study faced serious financial challenges during the spring of 2011. Not only were they challenging, they were unexpected. In the last thirty years leaders have experienced reductions, however, they were aware of the cuts prior to budget development. Leaders in this study were caught off guard when suddenly faced with mid-year apportionment reductions. They had set district budgets and had contract obligations. Additionally, they had to address the legislated 1.9% salary reduction for teachers; there was no alternative to the 1.9% cut. The magnitude and the timing of the financial challenges were new for these superintendents. Both qualitative and quantitative judgments had to be made.

Using their leadership skills, communicating and collaborating with union leaders and their board of directors, they were able to address the problems and come to viable, if flawed, solutions. The resulting agreements varied because each district had unique cultures, previous histories, and financial circumstances. If the district’s ending fund balance had the capacity to compensate teachers, districts did. If not, they saved money through uncompensated furlough days or the elimination of paid professional development days. All of the superintendents faced similar challenges. They voiced the same concerns. They were frustrated. They used their leadership skills, communication, integrity, and sensitivity that they had gained through experience to deal with a very difficult situation.

Some of the leaders found opportunities in the financial crisis. They were able to get cooperation and understanding, gaining concessions in contract language. They forged
relationships and even set goals for the future of their districts.
CHAPTER SEVEN
OPPORTUNITIES

Introduction

Even when faced with daunting challenges and changes, opportunities may present themselves. Obstacles allow organizations to rethink how they conduct business. How might school districts be more efficient with reduced resources? What improvements might be made if resources were allocated in a different manner?

While none of Washington’s superintendents embraced the legislation of 2011, some were able to acknowledge the opportunity for change it presented. Ideas and suggestions were considered, some of which have been implemented. Unique strategies were utilized to prioritize and retain programs. Prioritization and reduction reduced waste. Hard decisions and deep cuts, though far from positive, required everyone to come to consensus on core values. Suggestions to improve the collective bargaining process, both realistic and tongue-in-cheek, may provide a compass to future negotiations.

This chapter discusses opportunities that presented themselves to superintendents during Washington State’s financial downturn.

Findings

As superintendent, what changes would improve collective bargaining?

Perhaps one opportunity presented by the legislative actions of the 2011 session might have been to explore ways to improve the collective bargaining process. Superintendents, while struggling to make sense of the state mandates passed on to them by the Legislature, were able to share some positive results of E2SSB 6696 and the resulting financial challenges.

Steven Marsh had never worked in a “right-to-work” state and pondered if it would be an improvement. He expressed the belief that if we had a right to work state, we would not hurt
teachers or do harm to teachers in a way that unions or others believe. After more serious thought, he responded that he was more interested in regional collective bargaining than supporting right to work.

“School districts get into difficulty within equity, some districts can afford to do certain things, and others can’t,” Marsh stated. School funding throughout the state varies from district to district due to demographics and levels of local and state LEA levy support. The community in which superintendents are serving and what they can afford dictates, to some extent, the quality of education each student receives. Several superintendents agreed that moving to a different levy system where funds were equally distributed, and regional or statewide bargaining occurred, would represent two great steps towards equitable outcomes for students regardless of their zip code.

Though positional bargaining took place in many districts as a result of the heightened tension of less money and little to offer in exchange for reductions, Superintendent Alexander would welcome the opportunity to bargain using an interest-based approach. Though not a panacea, “talking about common interests would be nice.” Interest-based collective bargaining would bring together players with similar concerns and create an atmosphere of mutual problem solving.

Dr. Meyers similarly believed it would have been helpful if some issues were not locally bargained. “Particularly, last spring (2011) we were stuck with addressing a salary reduction from the state. It was not a good situation for anybody.” Throughout the state, districts and school boards used various solutions to address the reduction. It would have been easier if the legislature had addressed the salary reduction statewide. It also would be helpful if local bargaining were a little more prescriptive as far as the expectations and responsibilities regarding the use of Time, Responsibility, Incentive days (TRI).
George Mathais thought there needed to be a review and early intervention in the arbitration process. He favors the idea of the state setting teachers’ salaries. Similar to Steve Marsh and Karla Parsons, he acknowledged that, in 2011, there were notable differences in what districts throughout the state were able to afford.

If the legislature cut LEA (Levy Equalization funds) and created more disproportionate cuts to schools, take collective bargaining away from districts! Take that (salary schedule) too. Don’t pass it on to local districts as if you are being respectful of local decision making. Passing this on to 295 school districts creates statewide turmoil.

Mathais was proud of what had been done in public education throughout the state despite declining revenue, what he saw as a lack of leadership at the Office of the Superintendent of Public Instruction, and the actions of the state Legislature, as well as the current state governor and past state governors. His disappointment was directed at leadership throughout the state.

Superintendent Parsons agreed that there was an opportunity with the Washington State Compensation Committee and the proposed state funding formula to pull back the teacher compensation package and create a statewide salary proposal, “TRI that was out of control.” Teachers had gone from salaried to hourly employees. The state needed to systemize and regulate TRI. “That’s a problem,” Parsons commented. The state needed to “get ahead of teacher compensation.”

Parsons joined others in suggesting health care costs were another area needing attention in the collective bargaining process. Several superintendents voiced concerns that healthcare costs were devouring a lion’s share of their limited resources. Parsons thought teachers could receive better and less expensive healthcare than the Washington Education Association plan that she described as a “cash cow” for that organization.
Somebody needs to confront the health care issue. I am not blaming the teachers’ union, however, healthcare, and TRI is where all of the money is in the contract. We are challenged creating time for professional development because you are either going to have to pay for it or you’re going to have to take time out of the student day.

These are issues needing statewide standardization. “Teachers throughout the state are worth as much as any teachers in the Seattle region who had received large TRI compensation packages as part of their local teachers’ collective bargaining agreement.” Parsons suggested the Washington State Legislature needed to develop guiding principles that would correct this. Though several superintendents saw 2011-2012 as an opportunity to make these adjustments, none had confidence that they would do so.

Bradley Grimm struggled with how the legislature wanted to set the salary and benefits for teachers, but then allow for districts to bargain TRI packages, workload, and other forms of additional compensation. He believed collective bargaining would be improved if the State of Washington would limit these conversations, especially conversations around additional compensation (TRI and workload) and benefits.

Like other leaders in this study, James Bronson thought the basic salary schedule in Washington State needed to be addressed. He didn’t care what system might be put in place. “Salaries cannot be turned loose and allowed to be free flowing. They have to come up with something that would do or the state will repeat the failures of the last 30 years.”

Dr. Kay Ross believes strongly the use of a collaborative approach when working with labor groups would improve collective bargaining throughout the state. She is convinced interest-based approach is the recipe for success, whether it is a district with financial resources or not. Ross has attempted to share her experiences with other superintendents (prior to 2011)
and they just “poo poo” her. She claimed, “They are unwilling to accept that union leaders could be trusted to make decisions about money or they would take all of the money and use it for salaries.” Perhaps, in light of recent events, more superintendents will join Dr. Ross and others in this study at a more collaborative negotiations’ table.

Darla Johnson joked, “Get rid of Uniserve!” and had no other thoughts on how to improve collective bargaining. Clearly, the tensions of budget cutting and an uncertain future loom heavily on superintendents and teachers alike.

Conclusions

Most of the superintendents had thoughtfully reflected about what could enhance or improve collective bargaining in Washington State and were ready to share their ideas. There was overall agreement that the state would benefit from standardization of the teachers’ salary pay scale and benefits. Two superintendents used the word equity when describing funding challenges. State or regional bargaining as a possible approach was deemed worthy of exploration. TRI compensation and health care were considered financially challenging and in need of revision.

Superintendents voiced several concerns about how to, “address work load, retain reasonable class size or case load, provide adequate professional development opportunities, remain financially responsible, keep hope, and keep up with our neighbors.” Three leaders voiced the importance of communicating hope, “We will get through this.”

Any Positive Changes to Teacher’s Contract?

E2SSB 6696, passed in 2010, outlines Washington State’s identification of and intervention in low performing schools. It extends teachers’ provisional status and creates a statewide four-tiered evaluation system based, in part, on students’ attainment of common core standards. Innovative programs and teachers are rewarded; inefficient principals and staff are
transferred or removed. Coupled with the financial downturns of 2011-12, E2SSB 6696 posed serious challenges for superintendents and school districts across the State of Washington. Teachers and administrators nervously wait for the “other shoe to drop” as they anticipate the next legislative session. Superintendents in this study are no different. However, even in chaotic economic times, good leaders search for positive outcomes and anticipate better days.

Superintendent Marsh perceived the new teacher evaluation component of E2SSB 6696, as an improvement. However, he faltered when faced with, “a challenge to get there.” It would be hard work to explore models, choose a teaching framework, and get an implementation plan and system in place. This decision making process required a lot of energy and critical thinking.

Due to E2SSB 6696, the district will be in a much better position than the old teacher evaluation system. This has been a wake up call for folks around accountability and our community support. There are lots of regular folks who do not believe we hold anyone accountable for student learning. The current system takes more time than the public thinks is fair to let go of teachers. We had lost the confidence of lots of people and I think E2SSB 6696 and the fiscal climate has got more people to the place of—we have to do a better job holding ourselves and those who were responsible accountable.

Dr. Welker believed E2SSB 6696 brought his district an effective teaching framework and with the four-tiered evaluation system. He thought this legislation brought a better instrument to inform teachers about their practice. It provided teachers a way to learn, grow, and be open to improvement.

I don’t know how I would have done it better than the Legislature; but I am still hopeful and cautious. We’ve got a law out of strange bedfellows. For everyone who believes like I do, this is going to be a great opportunity to learn and grow
together. However, there are other legislators who say this is a big hammer and this is how we will rate people in the future. We’re going to use this new tool to be high stakes and get rid of bad teachers down the road; I’m not apposed to that, we’ve done our share of that. Most importantly, how do you utilize the instrument to help 600 teachers become better and more powerful each year?

Welker felt the new evaluation process would move his district in the right direction, if he could figure out how to package it and how to bargain it.

Superintendent Parsons did not believe E2SSB 6696 had offered her district any contractual opportunities. However, there was a positive outcome from the financial downturn. There was a brief moment of gratitude on the part of teachers. Teachers were saying, “Thank you for keeping our district whole during these troubled times and for trying to alleviate all of this horrible anxiety by keeping us informed. We know times are tough.” Parsons had communicated to staff, “People are losing their jobs like crazy, and most of you are not going to lose your job if you are a teacher.” She saw one positive benefit as more heightened professionalism around a sense of obligation because of how seriously the economy had affected those around them.

Alexander, Meyers, Mathias, Bronson, and Ross did not have anything to say about E2SSB 6696. Darla Johnson shared her personal frustration about E2SSB 6696 and its impact on her district, “6696 is a disaster from our point of view and especially the accountability part and how it hits our poorest schools . . . no . . . we haven’t seen any positive changes.”

The economic climate received more favorable comments. Though frustrated by the lack of leadership at the state level, superintendents were able to glean a limited handful of benefits from the belt tightening imposed by the state.

Superintendent Alexander’s bargaining team was able to get some financial trade offs at
the table. The teachers’ union was willing to suspend class size language and insurance increases to carve out dollars to retain teacher salaries and not incur the 1.9% salary reduction imposed by the state Legislature. This “give and take” on contractually designated funds provided Alexander’s district some budget relief, unrestricting dollars to pay for the compensation not covered by the state.

In the 2011 teachers’ negotiations, Welker and his team were able to successfully negotiate a higher class size, yet gave a little more in TRI compensation. By raising class size, funds were released to cover the other increased costs within the contract.

Through 2011 negotiations, Grimm’s team was able to increase class size by one or two students. They also had taken a closer look at, and made changes to, the special education instructional model and caseload language. These changes resulted in major cost savings to the district.

The North Beach teacher’s contract was not open in the spring of 2011, so there were no opportunities to gain back in the current contract. Mathias met with union leadership and communicated the district’s willingness to continue fully funding salaries. They used reserve funds to compensate teachers for the 1.9% state reduction. When asked if there were any opportunities, he said, “No!”

As previously stated in the study, Darla Johnson’s administrative team and building principals have faced many challenges in the past. They commented on it (the new financial climate), saying, “Here is another challenge,” and, “rolled up their sleeves.” They got right to work on addressing financial challenges facing the district.

Through the negotiations process, Dr. Meyers’ district was able to reduce some salaries. He was not sure if that was good news or bad news . . . good news that they had accomplished the pay reduction and were able to meet the new budget restraints. However, he voiced concern
that pay reductions were taken out of professional development days. Meyers would have preferred to continue funding these learning opportunities.

Additionally, his district was able to increase class size language in the contract. Meyers’ team was also successful in ending with a bargaining agreement that funded only as many days as funded by the Legislature.

Due to the financial downturn, Bradley Grimm’s teachers were willing to raise class size and made concessions in special education caseloads. Bradley voiced concern about escalated costs in special education. He was fortunate his union was willing to compromise and make caseload adjustments.

Superintendent Bronson had to close some schools due to the financial climate.

I would never have characterized school closure as positive. Would we have done that in good times? Probably not . . . I don’t want to think you have to get your back up against the wall (financially) to do some of the hard work. However, it forced us to look at choices we would not have had to make otherwise.

He could not get to saying, “That’s positive,” however, he did admit it had required him to take a more conservative look at potential solutions. “It’s too bad you have to go through bad times to get there.”

Conclusions

There were mixed opinions about the passage and implementation of E2SSB 6696. Some superintendents believed this legislation brought districts an effective teaching framework with the four-tiered evaluation system and provided a better instrument to inform teachers about their practices. They believed E2SSB 6696 gave teachers a way to learn, grow, and be open to improvement. Others had concerns about bargaining this legislation into their contract. Would their local bargaining union agree to a new evaluation instrument linked to student learning?
Would the Office of the Superintendent of Public Instruction approve the model their district and teachers’ union had labored over and previously agreed upon?

There was hesitance on the part of some districts represented in this study because of uncertainty about the use of student data as a basis of teacher evaluation, and the training necessary for implementation. Adoption of a new teacher evaluation tool would require significant professional development for teachers and principals. Some of the superintendents recognized this decision making process would require a lot of energy and critical thinking to choose a teaching framework and get an implementation plan and system in place. With the current economic forecast, what would be the funding source for this professional development?

Only one superintendent discussed the more concerning components of E2SSB 6696 regarding student achievement and accountability. This would require unsuccessful schools to restructure and possibly replace and/or fire the principal, or even close the school. These are difficult decisions for a superintendent and a district to make. Some superintendents were unfamiliar as to the specific components of E2SSB 6696 and did not want to respond without a clear understanding of what this legislation might forecast for their district.

The superintendents in this study were generally open and very supportive of their administrations and teachers. They did not place blame on the local unions or try to “pass the buck” when faced with difficult choices. Though their resources differed greatly, they shared a common vision for maintaining a positive professional environment. They weathered a storm that has not yet run its course.
CHAPTER EIGHT
CONCLUSIONS SUGGESTED BY THE RESEARCH

Even in 2011’s difficult times, superintendents, school boards, and teachers’ unions found ways to address issues unexpectedly presented by a third party, Washington State’s Legislature. School districts and local teachers’ unions had gone through a season of progressively more interest-based negotiations. When resources became limited, negotiations reverted to positional bargaining, but not as adversarial as it had been prior to 1990. In summary, collective bargaining has matured in Washington State.

Bargaining was difficult, but, surprisingly, the districts and unions addressed the problem at hand without blaming one another. They worked together to limit the impact of the cuts on jobs, salaries, class size, benefits, and most importantly, student learning. It was understood that no one at the table was responsible for the reductions. They blamed the state Legislature and the national financial climate.

The study of ten superintendents’ experiences, leadership, challenges, and opportunities revealed what they believed about the importance of forging positive relationships with teachers, staff, parents, and community. It was evident these superintendents cared about the standard of living and quality of working conditions for all staff in their school communities. None had had prior experience dealing with mid-year apportionment and salary reductions, but tried to honestly communicate these complex problems to their constituents. The leaders in this study did not know what lay ahead; they had to provide direction by depending on leadership skills and instincts gained through years of experience. Superintendents confronted the current reality and took action. They demonstrated an unwavering resolve, made difficult decisions, and did what needed to be done to produce the best long-term results.

Leadership is about vision. But leadership is equally about creating a climate where truth
is heard and brutal facts confronted. There’s a huge difference between the opportunity to have your say and the opportunity to be heard (Collins, 2001). It was obvious; some leaders were more visionary and financially prepared to respond to the reduced apportionment. They had kept the financial pulse of the state, were concerned about the direction the state might take, and had reserve funds to counter the reductions.

It was evident that teachers’ unions are a part of the school cultures in Washington. A significant proportion of the superintendent’s job is to make connections and have ongoing meetings, communicating the financial climate and the newly legislated teacher evaluation requirements. This role of the superintendent is especially important in hard times. These important conversations are an opportunity for building trusting relationships and pave the way for future negotiations.

Funding including state, levy, and federal funds, is a large responsibility of the superintendent. Superintendents are constantly looking for ways to save money and use resources responsibly. Superintendents in this study worked with negotiations teams, their school boards and the community to lessen the impact of closing schools, raising class size, repositioning and eliminating staff, cutting salaries, and requiring unpaid leave days. All this was done while keeping in the forefront of their thinking and decision making process the protection of programs and student learning initiatives.

Suggestions for Future Research

Future research in the area of superintendent roles and collective bargaining is critical. This study, a snapshot in time, described the role superintendents played in collective bargaining during the spring and summer of 2011 in Washington. Hopefully we will learn how the compromises and decisions made during this time period impacted what was to happen in 2012-2013. Were the districts that made cuts in professional development and instituted unpaid
furloughs ultimately in a better financial position than the districts that used reserve funds to pay staff? How were the districts that paid teachers the 1.9% meeting their financial needs with reduced reserve funds? Did they experiencing financial distress?

With or without legislative changes in funding, in years to come, will districts be able to use levy dollars, other sources of funding, or financial redistribution to regain the resources lost or compromised in TRI and professional development reductions? Or, in five years, will the districts in this study be more closely aligned in terms of salaries, benefits, staff development, and TRI funding as a result of legislative actions? Research into these questions and others regarding school funding and the role of negotiations in changing the landscape of public education would be of interest.

Additionally, it would be interesting to look beyond experience and leadership to superintendent personality styles. How might personality style relate to a superintendent’s leadership and his/her efforts with teachers’ unions and collective bargaining? The superintendency is a position of power; are certain personality styles more or less successful when working with teachers’ unions?

A larger statewide study, using a survey instrument, could assist in determining if gender is a factor in successfully working with teachers’ unions and the negotiation process.
21st Century Grant - The 21st Century Community Learning Centers (21st CCLC) initiative is the only federal funding source dedicated exclusively to afterschool programs. In 2002, the No Child Left Behind Act, reauthorized 21st CCLC, transferring the administration of the grants from the U.S. Department of Education to the State Education Agencies. Each state receives funds based on its share of Title I funding for low-income students. Grants support afterschool programs for students attending high-poverty, low-performing schools.

Apportionment - Synonymous with allocation. The term is used primarily in situations in which funding is distributed to local educational agencies (LEAs) based on a statutory formula.

Basic Education Funding - The concept of Basic Education Funding legally defines a specific set of K-12 education programs. The State’s Basic Education Funding is the biggest piece of the “K-12 Funding Pie” and the state Legislature is legally required to fund the Basic Education programs, which are:

- General Apportionment
- Special Education
- Vocational Education
- Learning Assistance Program
- Pupil Transportation
- Juvenile Detention Center and State Institution Education Programs

Chief Financial Officer - This is the senior manager who is responsible for overseeing the financial activities of an entire company. This includes budget development, approving all financial transactions, monitoring cash flow, and planning for the long- and short-term financial health of an organization.

Collective bargaining (or bargaining) - The performance of the mutual obligation of the
representatives of the employer and the exclusive bargaining representative to meet at reasonable
times in light of the time limitations of the budget-making process, and to bargain in good faith
in an effort to reach agreement with respect to the wages, hours, and terms and conditions of
employment, providing that prior law, practice, or interpretation shall be neither restrictive,
expansive, nor determinative with respect the scope of bargaining. A written contract
incorporating any agreements reached shall be executed if requested by either party. The
obligation to bargain does not compel either party to agree to a proposal or to make a concession
[RCW 41.59.020].

**Collective bargaining agreement** - A written agreement or contract that results from
negotiations between an employer or a group of employers and a union or a group of unions. It
sets out the conditions of employment (wages, hours, fringe benefits, etc.) and procedures to
settle disputes arising during the term of the contract.

**Collective bargaining teams** - A group of employees which the union has selected as
appropriate to represent the union for the purposes of collective bargaining, or a group of
employees which the employer has recognized as appropriate representatives of the district for
the purposes of collective bargaining.

**Combination** - Initial bargaining begins as positional or interest-based.

When bargaining is positional and both parties have a mutual interest, they agree to solve the
issue in a collaborative manner. Instead of exchanging proposals, problem solving discussions
take place and a mutual agreement is made. If the bargaining began as interest-based and parties
cannot reach a common agreement, it then changes to positional. A position is presented and
papers are exchanged to reach agreement.

**Compensation Work Group** - July 2011, Washington State Legislature commissioned a
committee of interested stakeholders with expertise in education finance to study and design a
new salary allocation model for teachers. This model required reducing the number of tiers within the existing salary allocation model and addressing the needs of regions in the state where it may be difficult to recruit and retain teachers. This group will determine the roles and types of bonuses available.

**Contract maintenance** - The process a district uses to work with union representation to discuss and refine current contract language. These ongoing meetings interpret and “hammer out” what is meant in current contract language. Each district handles this in a different fashion. Some include teacher representatives in the process; others include the union president and administrative representatives. This meeting is not a forum to formally negotiate.

**ESD** - Educational Service Districts were created in 1969 by the state legislature. Washington State has nine ESDs geographically positioned throughout the state to provide services to local school districts.

**E2SSB 6696** - Washington State legislated that it is the state’s responsibility to create a coherent and effective accountability framework for the continuous improvement for all schools and districts. This system must provide an excellent and equitable education for all students, an aligned federal/state accountability system, and the tools necessary for schools and districts to be accountable. These tools include the necessary accounting and data reporting systems, assessment systems to monitor student achievement, and a system of general support, targeted assistance, and if necessary, intervention.

**Evaluation criteria** - The minimum criteria for the evaluation of certified teachers in Washington State. The seven criterion include: instructional skills, classroom management, professional preparation and scholarship, effort towards improvement when needed, the handling of student discipline and attendant problems, interest in teaching students, and knowledge of subject manner. These criteria will be replaced when E2SSB 6696 is put into effect.
**Four-Tier Evaluation System** - There are four levels of teaching performance: unsatisfactory, basic, proficient, and distinguished. The levels range from describing teachers who are still striving to master rudiments of teaching (unsatisfactory) to highly accomplished professionals who are able to share their expertise (distinguished). These terms describe one of the three frameworks for teaching currently being piloted in the state of Washington. It is referred to as the Charlotte Danielson model for teaching framework.

**Funding Formula** - Foundational state funding to school districts is provided through the General Apportionment formula. Every enrolled K-12 student generates state funding under the formula. The amount received by each school district varies based on certain characteristics, such as teacher experience and education level, and historical salary levels.

**Grievance** - An employee (through the union), union, or employer complaint or allegation that part of the collective bargaining agreement has been violated.

**Interest-based bargaining** - Interest-based bargaining involves parties in a collaborative effort to jointly meet each other’s needs and satisfy mutual interests. Rather than moving from positions to counter positions to a compromise settlement, negotiators pursuing an interest-based bargaining approach attempt to identify their interests or needs and those of other parties prior to developing specific solutions. After the interests are identified, the negotiators jointly search for a variety of settlement options that might satisfy all interests, rather than argue for any single position. The parties select a solution from these jointly generated options. This approach to negotiation is frequently called integrated bargaining because of its emphasis on cooperation, meeting mutual needs, and the efforts by the parties to expand the bargaining options so that a wiser decision, with more benefits to all, can be achieved.

**Labor management** - Scheduled meetings between management and employees to discuss
ongoing issues and concerns occurring in the workplace. This meeting is not a forum to formally negotiate.

**Labor relations** - Refers to dealings between management and a workforce that is already unionized, or has the potential to become unionized. This meeting is usually a more intimate group of district administrators and union leadership. This group meets regularly to discuss specific persons and sensitive issues. Conversations are more confidential in this setting.

**Levy** - To impose taxes. An imposition of local taxes to supplement state basic education funding. Amounts are determined by a citizen’s committee and voted on by constituents.

**Levy equalization** - The state provides additional funds to districts with a lower tax base that is not equal to others in the state. These funds are designed to balance property-poor and property-rich districts. Also known as Local Effort Assistance (LEA).

**Negotiations** - An attempt to come to an agreement on something through discussion and compromise. The legal requirement that the two parties in a collective bargaining relationship meet and negotiate at reasonable times and places with a willingness to reach an agreement on the terms of a collective bargaining agreement.

**OSPI** - The Office of Superintendent of Public Instruction (OSPI) is the primary agency charged with overseeing K-12 education in Washington State.

**Positional bargaining** - Positional bargaining is a negotiation strategy in which a series of positions (alternative solutions that meet particular interests or needs) are selected by a negotiator, ordered sequentially according to preferred outcomes, and presented to another party in an effort to reach agreement. The first or opening position represents that maximum gain hoped for or expected in the negotiations. Each subsequent position demands less of an opponent and results in fewer benefits for the person advocating it. Agreement is reached when the negotiators' positions converge and they reach an acceptable settlement.
**Professional development** - A comprehensive, sustained, and intensive approach to improving teachers’ and principals’ effectiveness in raising student achievement.

**Professional growth plan** - A description of the activities that the educator will participate in to improve his/her on-the-job competence, performance, or effectiveness.

**Restructuring** - Restructuring activities, change fundamental assumptions, practices, and relationships, both within the organization and between the organization and the outside world, in ways that lead to improved and varied student learning outcomes for essentially all students.

**Right-to-work state** - A state in which workers decide whether or not they want to join or support a union.

**School board of directors** - An elected or appointed body at the local or state level that oversees policy decisions in a given school system or systems.

**School improvement** - The long-term plan schools create in collaboration with staff and parents to ensure that all students are achieving at high levels.

**State salary schedule** - State allocations for salaries for certificated instructional staff are provided through a salary schedule adopted by the Legislature in the appropriations act. The current schedule is based on years of experience and academic degrees and credits attained by the individual. Actual salaries are determined through collective bargaining, subject to certain minimum and maximum requirements.

**Teaching Framework** - This is the term used for the work of Robert Marzano, University of Washington, and Charlotte Danielson which refers to four-tiered frameworks for teaching which were piloted (2011-2012) in Washington State by several districts.

**TRI** - Time Responsibility and Incentive (TRI). TRI was set up to improve academic achievement, but is used for cost-of-living increases above the level funded by the Legislature. These funds come out of local levies, TRI contracts are negotiated above what local districts can
fund and they then reduce Basic Education Funding or use local levy funds.

**Uniserve** - Locally paid union organization representing Washington Education Association (WEA) local members.

**Unpaid furlough** - Employee furloughs are mandatory time off work with no pay. Used as an alternative to a layoff, employee furloughs can occur in both public and private sector organizations when revenue or projected revenue fails to match expenses.

**Washington Education Association** (WEA) - A professional association (union) representing public school, college, and other education employees.
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