

The Effects of Collective Bargaining on Student Achievement

More than ever before, Oregon schools are being held accountable for student achievement. There are many factors that impact how well students perform; some are directly controlled by school districts; others are completely outside district control.

This article examines the interplay of money, class size and collective bargaining on student achievement in Oregon.

Educational reform and student achievement

Oregon's Educational Act for the 21st Century is the most comprehensive educational reform effort in Oregon's history. Amended in 1995, the act restructures the K-12 educational system. As part of this restructuring, the state Board of Education has set new, higher student performance standards, including benchmarks for grades 3, 5, 8 and 10.

The Oregon Statewide Assessment measures individual student achievement for the Certificate of Initial Mastery (CIM) and the benchmark grades leading to it. Schools are required to use this information to improve instruction: building site councils and teachers analyze the data and develop the most effective strategies to use with students; school districts restructure and align curricula and instructional practices to meet new standards.

Public schools are designed to provide learning opportunities for students, so the focus on student performance is an essential mission for boards and districts. Activities, processes, procedures, critical decisions and resource allocations must be measured according to how well they fulfill that mission. By emphasizing results (student performance) achieved through the educational process (curriculum, instruction and assessment), schools are more accountable to the public. To be cost-effective in a time of reduced resources, schools need to focus on activities that enhance student performance.

Education is labor-intensive: more than 80 percent of school district budgets goes to staff salaries and benefits. Most licensed and classified employees in Oregon's K-12 school system are represented by unions, pursuant to the collective bargaining act (ORS chapter 243). This statute requires school districts to put agreements on salaries, wages (direct and indirect monetary benefits), sick leave, vacations and other working conditions in writing. These written agreements are enforceable contracts between school districts and their union-represented employees.

By spelling out the roles, rights and obligations of staff, collective bargaining contracts determine how districts may conduct business. They create a maze of rules that impacts both classrooms and students. There's no doubt collective bargaining affects student achievement. The question is, does it enhance student achievement?



More money = better education?

Research shows that collective bargaining increases the cost of education. In a comprehensive study of the effects of collective bargaining on education,¹ University of Oregon professors Randall Eberts and Joe A. Stone concluded:

“The major difference we detected between union and non-union districts is the cost of education: for the same level of education quality, the annual operating cost per pupil in union districts is 15 percent higher than in similar nonunion districts.” (Page 173.)

Eberts and Stone did not find a difference in educational quality, despite substantially higher costs in districts with collective bargaining.

“The surprising result, in our opinion, is that in the face of substantial differences in the allocation of resources between union and non-union districts, and significant differences in the structure of the educational process in the two sets of districts, the average quality of education is nearly identical.” (Page 173.)

The study was based on national data with methodological controls for student, district, community and regional factors, including measures of student achievement. Thirty-six factors potentially important to student achievement were identified, including:

- student characteristics;
- teacher/student ratios;
- teacher time and instruction;
- teacher preparation time;
- educational level of the teachers;
- principal leadership;
- years of experience;
- administrative experience of administrators and

teachers;

- attitudes of administrators and teachers;
- student involvement;
- parental involvement;
- childhood experience;
- socioeconomic status.

An analysis of these factors across union and non-union districts indicated that:

“Union districts appear to work best for students near the average and less well for students well above or below average.”

The amount of resources allocated for instruction; the efficiency of those resources; and institutional factors such as school size, class size and student characteristics, are all part of an integrated and dynamic system affecting student achievement. See Figure 1 (page 3) for a schematic diagram of some of the basic ingredients.

Unions boost budget, class size

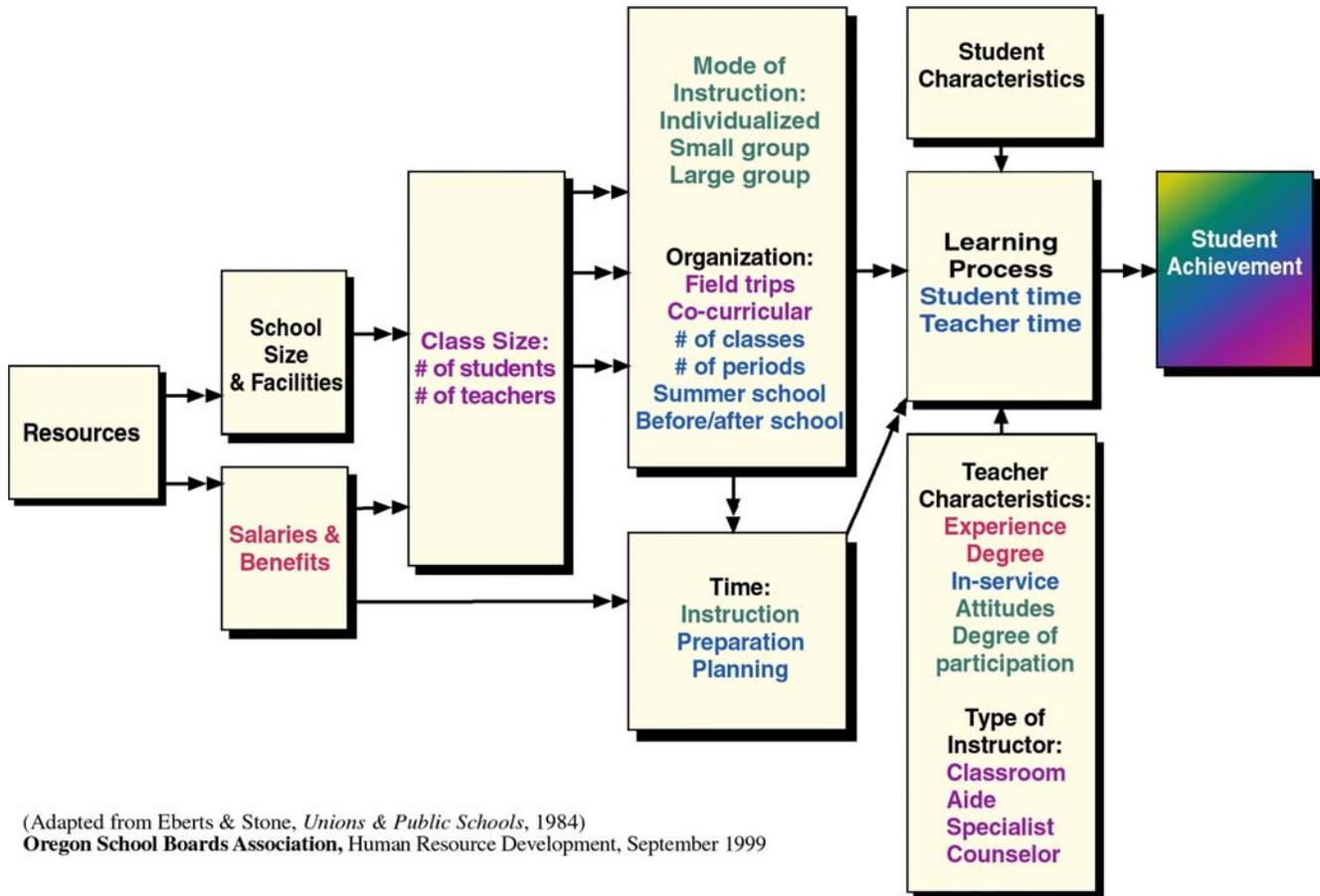
In 1996, Carolyn Hoxby conducted a study on student outcomes for cohorts educated since 1960.² The study examined how teachers’ unions affect the educational product (student achievement) by increasing the size and influencing the allocation of school budgets, and by affecting the productivity of teachers. Data were studied from large representative samples of school districts at multiple points in time, from 1960 to the present. Demographics and student achievement were examined, as well as U.S. Census information. Results indicate teachers’ unions have the effect of raising school budgets and devoting most of that increase to increasing teacher salaries and the teacher/student ratio.

¹ *Unions and Public Schools: The Effect of Collective Bargaining on American Education*, © 1984, Lexington Books, D.C. Heath & Company, Lexington, MA.

² “How Teachers’ Unions Affect Education Production,” *The Quarterly Journal of Economics*, August 1996.



Collective Bargaining Effects on Student Achievement



(Adapted from Eberts & Stone, *Unions & Public Schools*, 1984)
Oregon School Boards Association, Human Resource Development, September 1999



This pattern is also present in Oregon, where teacher salaries, as well as the teacher/student ratio, have increased. In 1990-91, the teacher/student ratio

was 18; by 1995-96 it had grown to 19.8. This is the largest increase in teacher/student ratios among states in the northwest. (See Figures 2 and 3, below.)

1990-91 Teacher/Student Ratios in the Northwest

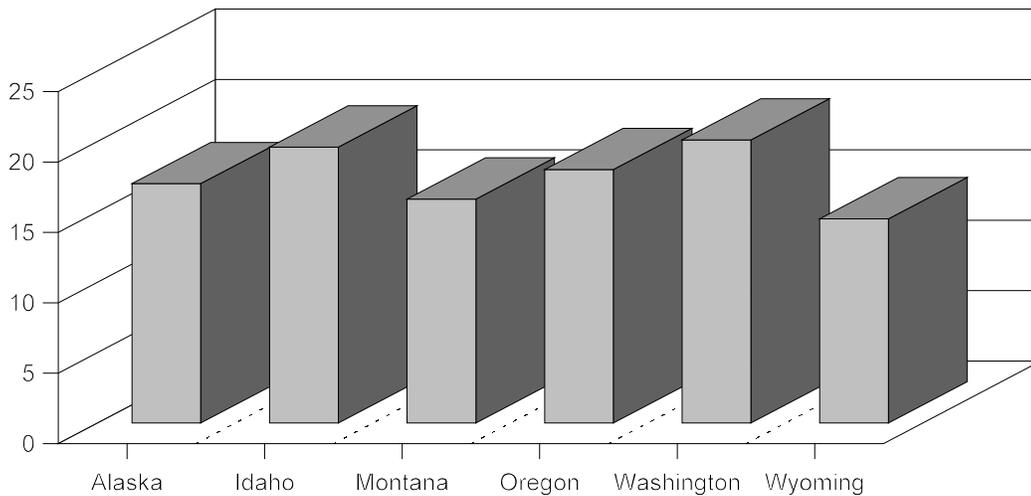


Figure 2

1995-96 Teacher/Student Ratios in the Northwest

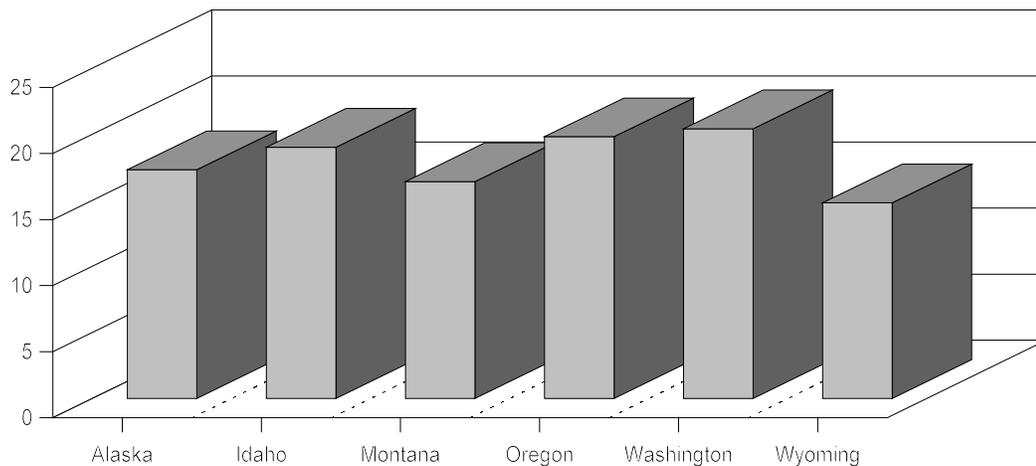


Figure 3



A comparison of Oregon teacher salaries with teacher salaries nationwide from 1990-91 to 1995-96 shows the average teacher salary in Oregon jumped

\$7,275, or 22.52 percent, while nationwide the average teacher salary increased \$4,562, or 13.77 percent. (See Figure 4, below.)

State and National Comparisons: Average Teacher Salaries, 1990-91 through 1996-97

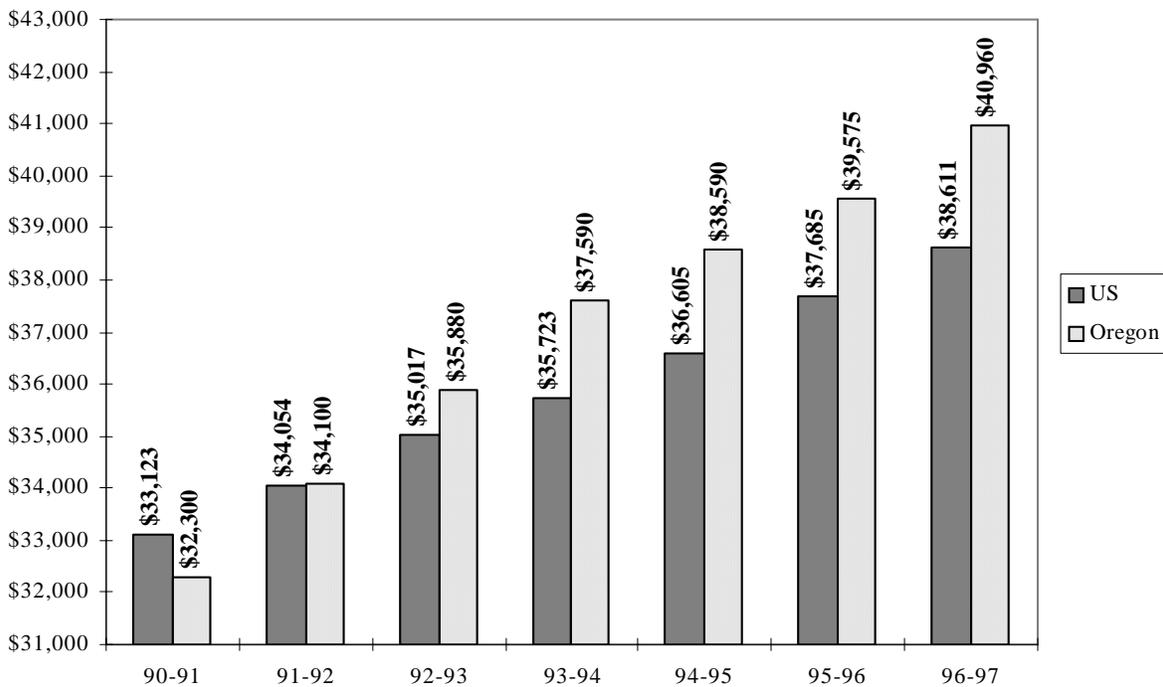


Figure 4 — Source: National Education Association

According to figures supplied by the National Education Association (NEA) in 1995-96, Oregon's average teacher salary ranked 14th highest in the nation. Oregon ranked 19th in the nation in 1985-86.

The implication is clear: as individual salaries increase, there is less money available for hiring additional staff.

Where does the money go?

To understand the relationship between school spending and student achievement, you need to look at the actual amount of resources that increase student opportunities for learning. Nationally, there is a remarkably consistent pattern in the spending of school



districts, regardless of the wealth of the district.³ Typical school budgets are spent as follows:

- 60 percent instructional services (regular classroom instruction for core academic subjects and other content areas and instruction for students with special needs);
- 10 percent administration;
- 3-4 percent central office;
- 6-7 percent school site;
- 10 percent operation and maintenance of physical plant (excluding depreciation);
- 9 percent instructional support (student services, curriculum development and professional development).

School budget data from the Oregon Department of Education shows that in fiscal year 1992, approximately 64 percent of net operating expenditures was dedicated to instruction. By 1996, that had increased to 66 percent. Support service allocations decreased from 37 percent in 1992 to 34 percent in 1996. During the same period, enrollment rose 5.7 percent. This means Oregon school districts are devoting a greater percentage of their budgets to instruction and decreasing support service allocations at a time of increasing student enrollment.

Factors that impact student achievement

According to Mossborg (1996), educational efficiency cannot be judged solely on the ratio of school spending to student achievement. It also depends on numerous factors related to actual learning outcomes. The educational process is a function of human relationships.

Monk (1992)⁴ describes education as a series of nested processes, combining to produce multiple outputs that, in turn, serve as the ingredients of

³ Mossborg, Susan, *How Money Matters to School Performance—Four Points Policy-Makers Should Know*, Northwest Regional Educational Laboratory Program Report, May 1996.

⁴ “Education Productivity Research: an Update and Assessment of its Role in Education Finance Reform,” *Educational Evaluation and Policy Analysis*, Vol. 14(4), pp. 307-332.

subsequent production processes. Instructional materials and teacher time are transformed into an educational service or opportunity. This opportunity is combined with school resources and student time and effort to produce changes in student achievement.

Collective bargaining is not the only factor that impacts student achievement; its effects need to be put into context. The most important family characteristic that influences student performance is the level of parent education. In a policy brief entitled “Student Performance in the Changing American Family,” the Rand Institute on Education and Training reported a study conducted by researchers David Grissmer, Shirley Kirby, Mark Berends and Stephanie Williamson.

The study examined two national databases: the National Longitudinal Survey of Youth from 1980 and the National Educational Longitudinal Survey from 1988, to determine how specific family characteristics affect student performance as measured by mathematics and verbal reading scores. While the level of a parent’s education had the most important and substantive effect on student performance, the income, family size and mother’s age at the child’s birth were only modestly significant. The two most influential family characteristics were parent educational level and family size.

Opportunities for improvement

In January 1997, *Education Week* published “Quality Counts,” the first in a series of reports on the condition of public education in the United States. The report graded the performance of each state on four indicators that affect student achievement:

- teacher quality;
- academic standards;
- school climate; and
- school funding.

The report outlined three major strategies for improving education:

- set challenging standards for students;
- improve assessments; and
- insure high-quality teacher performance.

Also, in January 1997, the Oregon Association of School Executives’ School Funding Coalition, working for the Governor’s Quality Education Work Group, identified several keys to a quality education:



- academic content;
 - specific student performance standards;
 - appropriate opportunities for students to learn;
- and
- training and professional development for teachers.

Oregon's Educational Act for the 21st Century has set standards for student achievement. Districts must insure high-quality teacher performance. There are several key factors that affect the opportunity of students to learn, including class size, properly trained teachers, length of school day and school year, adequate learning materials and tools, school safety, school environment and culture, leadership and governance, and adequate infrastructure services.

It's obvious that collective bargaining has a significant influence on these factors. Within any collective bargaining agreement, there are clusters of articles which, taken together, have a significant impact on the allocation and efficiency of resources dedicated to improving student achievement at the classroom level. These clusters include:

- *Cluster 1: classroom policy*
 - class size;
 - academic freedom;
 - preparation time;
 - grading;
 - workday/work year;
 - student contact time.
- *Cluster 2: teacher quality*
 - evaluation;
 - discipline;
 - dismissal;
 - reduction in force;
 - tuition reimbursement;
 - inservice;
 - vacancies and transfers.
- *Cluster 3: compensation*
 - salary;
 - insurance benefits;
 - extra duty;
 - extended contracts;
 - curriculum work.

We will examine the effects of these clusters on student achievement in future issues of *Negotiator's Notebook*. This information should help you begin

transforming collective bargaining agreements to enhance and support student achievement.

Cluster 1— classroom policy

Collective bargaining agreements often have explicit terms and conditions that can have a direct effect on services at the classroom level. The issues in this cluster can be organized into three interconnected parts.

Time

Length of the work year
Length of the workday
Preparation/planning time
Student contact time

Curriculum

Academic Freedom
Grading

Efficiency

Class size:
Number of students
Type of students (TAG, ESL, SED, DD, etc.)

The more time a teacher dedicates to actual teaching, the greater the opportunity for student learning. The amount of time spent teaching is dictated by length of work year, length of workday and amount of time spent in preparation. These factors determine how much time is available for teaching.

Curriculum may be influenced by the degree of freedom teachers have. Their ability to depart from the district curriculum may have a profound effect on student performance in some skill areas. As districts

move toward a standards-based curriculum with specific student performance expectations, this issue be-



comes more critical.

The controversy over class size

Perhaps the most controversial issue in this cluster is class size. A common financial dilemma in school district negotiations is how to balance the need for additional licensed and classified staff with the need for salary and wage increases for existing staff. It's the key to determining how many staff members are available and how many students are in each classroom.

One of the overall effects of collective bargaining has been to increase teacher salaries and teacher/student ratios. It should be noted, however, that there is a difference between the teacher/student ratio and the average class size in a particular school district. Typically, teacher/student ratio is calculated by dividing the number of students by the number of licensed teachers. Of course, not all teachers work in a classroom and not all teachers have students all periods of each day.

A critical question in Oregon is whether the quality of instruction, and thus student achievement, is being affected by class sizes at a time of generally increasing enrollment. Infrastructure demands and lack of available classrooms may also contribute to this condition. However, those considerations go beyond the scope of this article.

The most comprehensive study on the effects of class size is Tennessee's Project STAR (Student/Teacher Achievement Ratio). Project results show that class size can help to improve student achievement, particularly in the early grades. The STAR project, begun in 1985, involved 79 elementary schools and 42 school districts in Tennessee. Teachers and kindergarten students were randomly assigned to a small class (17 students), a regular class averaging 24 students or a regular class with an aide. Students kept their class assignments through the third grade. The school districts followed their own policies and curriculum. The effects were studied at four locations: urban, rural, inter-city and suburban.

The groups were compared at the class level, not the student level. Academically, small-class students did significantly better than students in regular classes or regular classes with an aide. The lasting benefits of

small classes were clear and consistent. After returning to regular-sized classes in the fourth grade, students who had been in small classes scored better than the other two groups on every measurement. There was no significant difference between students who had been in regular classes or in regular classes with an aide.

Students who had been in small classes in kindergarten through grade three showed higher levels of participation in the fourth grade. The difference between the other two groups was not significant. In order to achieve these effects, however, class sizes would have to drop to between 13 and 17 students per class. As far back as the late 1970s, studies showed that the greatest gain in student achievement is with classes of 15 or fewer students.

In April 1999, Project STAR reported on a 10-year follow-up on the students that were assigned to small classes, regular classes, or regular classes with an aid. The follow-up study analyzed data that showed that even after returning to larger classes STAR students continued to out perform their peers in larger classes. Results indicated that children who attended small classes in grades K-3 were six to 14 months ahead of their class peers in math, reading and science when they reached the 4th, 6th, and 8th grade. The study also indicated that students needed to be in small class for at least three years in order for the benefits to be sustained through later grades. The positive effect of smaller class size appears to be sustained throughout their K-12 career. As students got older, the advantages of having smaller class sizes resulted in students who were more likely to graduate with honors, complete high school, complete more advanced math and English courses, and graduate on time. For the students that graduated in 1998, it was found that 40.2 percent of black students from small classes took the S.A.T or the A.C.T. Thirty-one and seven-tenths percent (31.7%) of Black students in regular size classes and thirty-four percent (34%) of students in classes with a paraprofessional took one of the exams. The study also indicated that the A.C.T. or S.A.T. scores taken by black and white students were narrowed by approximately 54 percent.

Smaller classes are not enough

Research shows that smaller class size, by itself,



does little or nothing to improve student achievement: The methods and styles used by teachers are important. Few, if any, benefits can be expected from reducing class size if instructional methods do not change. The majority of teachers do not significantly change their teaching methods with class size reductions. Research also stresses the importance of staff development in the areas of classroom management, student evaluation, individualized instruction, grouping techniques and supervision, and evaluation of teacher methods and activities.

In fact, there are a number of variables besides class size that influence student learning, including:

- grade level;
- subject area;
- type of pupils;
- nature of learning objectives;
- support materials;
- facilities;
- instructional methods;
- skills and attitudes of the teacher;
- support staff.

Research does not indicate an optimum class size, but it does show:

□ Smaller classes seem to have a positive effect on pupil behavior and attitude in the early primary grades. At the junior and senior high levels, no significant behavioral or attitude changes occur in students as a result of smaller classes.

□ Smaller classes alone will not necessarily result in greater student achievement. Within the mid-range of 23-30 students, class size has little decisive impact on academic achievement in most subjects above the primary (K-3) grades.

□ Small classes are important to increase pupil achievement in reading and mathematics in early primary grades.

□ Pupils of lesser academic ability tend to achieve more in smaller classes.

□ Smaller classes may positively affect academic achievement of economically disadvantaged and ethnic minority students.

□ Smaller class size has less impact on student achievement than most of the other variables studied. [Teacher opinion polls indicate proportionately low salaries and large classes negatively influence teachers' morale. Contrary to popular belief, teacher/student ratio is more of a morale and workload problem than a student achievement problem.]

- Seventy-nine percent of the public believes class size makes a great difference in student achievement.
- Most teachers believe they can be more effective with smaller classes.⁵

Class size in Oregon

The Oregon Department of Education does not specifically track class size, but it does track student/teacher ratios. These calculations include music, art, physical education and other subjects not taught in a traditional classroom. (See Figure 5, below.)

Student/ Teacher Ratio in Oregon

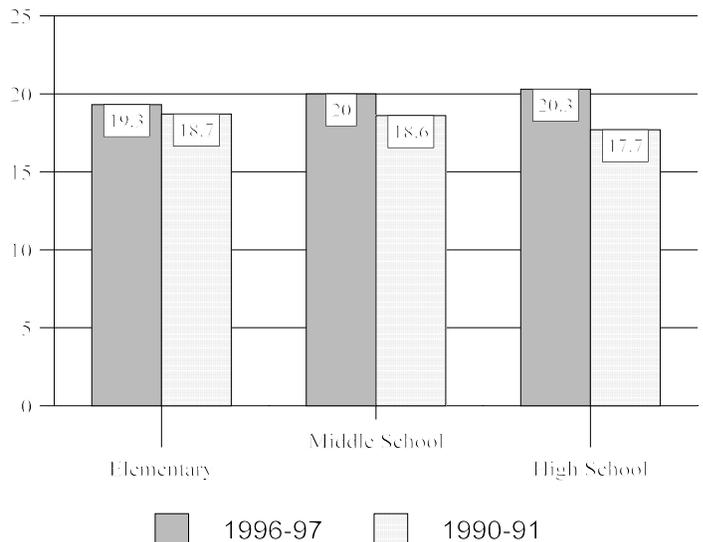


Figure 5

Data from the annual Oregon Education Association's Student Count Day Surveys indicates class size steadily increased between 1991 and 1997. For example, in 1990-91, 63.6 percent had 23 or more students, compared to 71.3 percent in 1996-97, a 7.7 percent increase. (See Figure 6 on page 10.)

In 1999, a survey was conducted by staff of the U.S. House of Representatives, Committee on Government Reform. According to the Oregonian (August 26, 1999), data for the study came from the Oregon Department of Education (ODE) for the 1998-1999

⁵ John Goodlad: *A Place Called School*.



school year. The survey examined six counties: Multnomah, Washington, Clackamas, Yamhill, Columbia, and Clatsop. The results indicated that only seven percent of students in grades K-3 attended classes small enough to meet the federal goal of 18 or fewer students per class. The average class size of students in K-3 in the six Portland area counties in 1998-99 was 23.1. Results from the study are shown in Figure 7 on page 11.

Do class-size limits make sense?

A number of states have attempted to mandate class sizes. In 1996, California decided to limit K-3 class size to 20 students or fewer. About 18,000

teachers were hired in 1997-98; two-thirds had little or no teaching experience and 24 percent lacked credentials. Physical space was also a problem: some schools gave up science labs, libraries, preschools and parenting education classrooms in order to turn them into K-3 classrooms.

A Comprehensive evaluation of California's ambitious class size reduction program was reported in *Class Size Reduction in California: Early Evaluation Findings, 1996-1998*. A comparison the 1997 test scores reveals that students in reduced class sizes score two to three percentile points higher than their peers in equivalent classes. The significance of these achievement score improvements is too soon to determine. Over the two years that the program is running, more than 23,000 new teachers were placed into California schools. Half the new teachers had less than three years experience. The program put a great strain on school

Class Size Increases

Number of Students	1990-91	1996-97	Increase
23	63.6%	71.3%	7.7%
24	53.4%	61.9%	8.5%
25	41.2%	50.6%	9.4%
26	29.8%	38.7%	8.9%
27	20.7%	27.2%	6.5%
28	12.9%	18.1%	5.2%
29	7.7%	10.8%	3.1%
30	4.0%	6.1%	2.1%
31	1.9%	3.3%	1.4%
32	0.8%	2.0%	1.2%
33	0.4%	1.2%	0.8%

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figure 6 — Source: *Oregon Education*, September 1997, "Oregon Education Association Student Count Day Surveys 1990-91 and 1996-97."



facilities, which were hard-pressed to find space for new classrooms. The newly passed California state budget contained money to raise beginning teacher's salaries and gives bonuses to teachers in low-performing schools who raise student test scores. (*School Board News*, July 6, 1999).

In Kentucky, legislation requires class size limits for K-3, 5-6 and 7-12. The Kentucky Legislature has discussed class size reduction for years, but has decided the cost is too high to make a significant improvement in student achievement.

Mandating reductions in class size is a major public policy decision. In a review of 277 separate studies on teacher/student ratios by the University of Rochester, economist Eric Hanushek found only 15 percent of those studies reported improved academic results from smaller classes. Most studies were inconclusive and 13 percent actually showed student performance declined as classes became smaller.

In terms of pupil benefits:

□ Research findings do not justify an absolute limit on class size in isolation from the many other factors and demands on school resources. This is also true for small overall reductions.

□ Policy decisions concerning class size and teacher/student ratios involve factors that are complex, varied and often emotionally charged. Employers should weigh:

- pupil benefits;
- teacher benefits;
- facilities;
- financial costs; and
- political consequences.

The impacts on collective bargaining are obvious. While many different forces are in play at the bargaining table, in this particular circumstance there may be tremendous pressure to increase salaries and/or decrease class size. In addition, class-size reductions in

Portland Metro Area Class Size

County	18 or fewer students	19-24 students	25 or more students	No. of Students	No. of classrooms
Washington	4%	54%	42%	21,639	924
Multnomah	7%	35%	58%	19,398	815
Clackamas	8%	47%	45%	13,593	601
Yamhill	11%	50%	39%	4,480	200
Columbia	14%	72%	14%	1,894	89
Clatsop	24%	56%	20%	1,336	65
Metrowide	7%	47%	46%		

Figure 7 — Source: Minority staff report; Committee on Government Reform; U.S. House of Representatives, 1999, as reported in the *Oregonian*, August 26, 1999, "Report confirms crowding in classrooms."



the early grades may create workload inequities across a particular bargaining unit. Whether the union can withstand the types of pressures generated by these workload differences is problematic. Typically, unions approach the issue by identifying absolute limits for class size and requiring the addition of classroom assistants and/or additional teachers to maintain them. This rigid approach is at odds with most administrative practices at the school site.

Class size is a major determinant of school system budgets. It's a matter of priorities: reducing K-3 class size requires substantial resources and has a major impact on other budget areas. Local school boards must have the freedom to consider these impacts and make appropriate decisions.

Putting it in the contract

From 1975 until 1989, the Employment Relations Board (ERB) held that class size was a permissive subject of bargaining. In 1989, however, the ERB reversed itself and, in a drastic policy change, declared class size was a mandatory subject of bargaining. *Tualatin Valley Bargaining Council v. Tigard School District No. 23J*, Case No. UP-42-89, 11 PECBR 11/590 (1989).

In 1995, Senate Bill 750 amended the collective bargaining statute by expressly excluding class size from the definition of *employment relations*, making it a permissive subject of bargaining once again. At the same time, the statute was amended to allow public employers and unions to discuss or execute written agreements regarding matters other than mandatory subjects of bargaining as long as they mutually agree to do so. In other words, class size is now a permissive subject, but it can be inserted into a collective bargaining agreement if the parties agree. For a more comprehensive discussion of the scope of bargaining and class size, see Appendix A.

Approximately 37 percent of Oregon school districts have contract language related to class size. Of the 74 districts that have class size language, 16 have language that sets specific limits on the number of students per class or grade. The remaining 57 have general clauses regarding class size. Please see Appendix B for a list of the districts and the specific location of

the article in each contract. See Appendix C for examples of language from contracts in each of these categories.

Contract language that sets specific limits on the number of students per class usually indicates a maximum number of students and describes a process for adding educational assistants or creating new classes if these limits are exceeded. A general class-size clause outlines a process or procedure to follow if there are perceived or actual difficulties in workload or in the number or mix of students within a class.

Of course, one of the problems with putting limits on class size is that research does not support an optimum class size number. Like curriculum, staffing and budgeting, class size is just one aspect of school management. Decision-making in these areas needs to be flexible and based on the situation at hand. Union proposals to set limits on class size typically include less flexibility for administrators and the board. The worst of these proposals includes contract language that not only sets a maximum number of students for particular grades and classes, but also has a weighted formula that impacts those numbers. For example:

“Students shall be identified for weighted purposes in accordance with state and federal laws, rules and regulations. Actual placement of students shall be in accordance with the placement criteria contained in this section:

- 1.0 Normal
- 2.0 Learning disabled
- 1.5 TAG
- 2.5 Communication disorders
- 2.5 Migrant/bilingual/monolingual
- 2.0 Health impaired
- 2.5 Title I
- 2.5 Temporary identification
- 3.0 Sensory impaired, subject to final testing diagnosis
- 2.5 MR
- 3.0 Gross motor and orthopedically impaired
- 2.5 Serious/emotionally disturbed
- 3.0 Neurologically impaired
- 2.5 Orthopedically impaired
- 4.0 Multiple handicapped
- 4.0 Deaf/blind”



These proposals also require student placement under the maximum guidelines within a specific classroom. If maximums are exceeded, full-time teacher aides are added until the overload is reduced. This kind of requirement is difficult, if not impossible, to administer in real-life situations. The practical and public policy impacts of such language should be carefully weighed by school boards and administrators.

From a management perspective, it makes sense to avoid including class size language in contracts, if not in bargaining discussions. Accurate budgeting becomes very difficult, because school districts have no control over the number of students who come into the district after a contract is negotiated. Obviously, putting specific class-size limits into a labor agreement could increase costs to the school system. Since district funding is based on Average Daily Mem-

bership (ADM), the amount of revenue a district receives depends on the number of students it can serve. The cost of lowering the teacher/student ratio across the state would be quite significant.

Class size is obviously too important to school board planning and governance for it to be limited by a single provision in a negotiated contract. If it is then further limited by specific numbers for teacher/student ratios, the burden becomes quite substantial. A school board must maintain administrative flexibility in arranging class sizes and teacher loads in order to encourage program diversity, innovation, equity and equal educational opportunity. The school board and the superintendent have the responsibility to improve instruction. They should not be limited by the terms of a contractual agreement with a single stakeholder (the union) when other stakeholders (community, parents, students and the public) are affected.

By Ron Wilson, Director of Labor Relations



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Appendix A

The Scope of Bargaining and Class Size

The discussion about class size has been going on between teacher unions and school boards from very early in the history of the PECBA.¹ For many years, the ERB considered the issue of class size a permissive subject of bargaining,² on the grounds that class size has broad impacts on the economics of school administration and that class size is beyond the control of the school board. School districts are required by law to provide educational services to all students, and class size is determined more by availability of facilities and socioeconomic factors than by anything else.

In 1987, the ERB reaffirmed that “certain public policy considerations” made it advisable to treat maximum class size numbers as a permissive bargaining subject.³ Class size remained a permissive subject until 1989, but became a mandatory subject through a subsequent series of ERB and court decisions.

School boards and teacher unions are well aware of the various issues surrounding class size. Both have presented numerous arguments as to why limits on the number of students in a classroom should or should not be a mandatory bargaining subject.⁴

The class size issue continued to be a subject of debate at the bargaining table, in part because it was a mandatory subject, until the enactment of Senate Bill

750. At the time, 66 school districts (28 percent of Oregon’s 237 districts) had collective bargaining agreements with class-size language in them. Of those 66 school districts, 17, or 26 percent, had language that set limits on the number of students in certain classes. As school funding becomes more restricted, this highly emotional and political issue is moving beyond the bargaining table.⁵

Because many people believe class size has a real impact on the educational environment, the situation is ripe for community and parental involvement. School districts are often caught between resource limitations and political pressure to meet union demands for contractual limitations on class size, with the union claiming it is the right thing to do as a matter of educational policy.

Class size is now specifically exempt from the term *employment relations*.⁶ The legislation does not define the phrase “class size,” and the ERB and the courts may be called upon to specify the meaning and scope of this exemption.

Certain elements connected to class size, such as extra compensation and extra preparation time, as well as student contact time, were mandatory subjects prior to Senate Bill 750.⁷ One possible interpretation of ORS

¹ See, e.g., *Redmond School District 2J v. Redmond Education Association*, Case No. C-154-77, 3 PECBR 1564 (1977).

² *Springfield Education Association v. Springfield School District No. 19*, Case No. 278, 1 PECBR 347, at 358 (1975).

³ *Oregon Public Employees Union v. State of Oregon, Executive Dept.*, Case No. UP-64-87, 10 PECBR 51, 91 (1987).

⁴ *Tualatin Valley Bargaining Council v. Tigard School District 23J*, Case No. UP-42-89, 11 PECBR 11/590, 11/602-11/604 (1989) and *Tualatin Valley Bargaining Council v. Tigard School District 23J*, Case No. UP-42-89, 14 PECBR 14/321, 14/340-14/344 (1993) (order on remand) (Chairman Ellis dissenting).

⁵ See, *Crowded Classrooms*, Bill Graves, *The Oregonian*, March 3, 1996, A-1.

⁶ OR. REV. STAT. § 243.650 (7)(e) (1995).

⁷ See, e.g., *Gresham Grade Teachers Association v. Gresham Grade School District*, Case No. C-61-78, 5 PECBR 2771, at 2786 (1980) (extra compensation and preparation time) and *Springfield, supra*, 1 PECBR at 361 (student contact time).



243.650 (7)(e) is that the exemption covers class size in the broadest sense; that all subjects connected to class size, such as preparation time and student contact time, are now permissive subjects.⁸

This interpretation, while highly beneficial to school boards, is unlikely. In fact, early versions of Senate Bill 750 would have exempted not only class size, but most of the issues connected with class size, such as

preparation time and student contact time, from the definition of *employment relations*.

It's more likely that the exemption in ORS 243.650 (7)(e) will be interpreted in a very narrow way to specifically reverse the ERB's ruling in *Tigard II*. If this is the interpretation and effect of the exemption, it will still be beneficial to school boards in future negotiations.⁹

⁸ Compensation would not be exempt since it remains one of the specific definitions of "employment relations" in OR. REV. STAT. § 243.650 (7)(a) (1995).

⁹It is possible that this exemption may only serve to fuel the creativity of the parties or emphasize conflict instead of resolution. The teacher unions, for example, may revert to class size proposals linked to a mandatory subject such as compensation (*see, e.g., Gresham, supra*, 5 PECBR at 2786). Both parties may play the "label game," with a teacher union claiming a proposal is a safety proposal, but a school board claiming it is a class size proposal and a permissive subject (*see supra* note 35 and *infra* note 82).



Appendix B

Oregon contracts that set specific limits on class size:

District	Contract Expires		Contract Article	Section or Page
Ashland	2003	15	B	
Central Point 6	2000		35	
Coos Bay 9	1999		9	A
Eagle Point 9	1997		30	B
Fern Ridge 28J	1998		12	G
Grants Pass 7	2000		7	C
Hillsboro 1J	1998		2	E
Klamath Falls City	1999		16	1
Lane CC	1996		36	36.1
Medford 549C	2000		20	G
North Powder 8J	1996		13	F
Pendleton 16	1998		22	22.1
Reynolds 7	1997		27	A
South Lane 45J	1997		11	L
Tigard-Tualatin 23J	1998		14	A
West Linn-Wilsonville 3J	1997		11	E
Winston-Dillard 116	1999		7	C

Oregon contracts that have general clauses regarding class size:

District	Contract Expires		Contract Article	Section or Page
Amity 4J	2000		13	H
Baker 5J	1999		3	p. 22
Bend-La Pine 1	1998		23	A
Centennial 28J	2000		13	13.1
Central Linn 552	2000	4		
Chenoweth 9	1998		24	A
Clackamas ESD	1999		10	3a



District	Contract Expires	Contract Article	Section or Page
Corbett 39	1998	6	E
Cove 15	1999	13	D
Creswell 40	1998	11	E
Dallas 2	1997	8	D
David Douglas 40	1999	15	C
Dayton 8	1999	3	D
Douglas ESD	1998	7	A
Estacada 108	2000	8	C
Eugene 4J	1998	17	
Fern Ridge 28J	1998	12	F
Forest Grove	1998	6	6.4
Gladstone 115	1997	7	A
Greater Albany 8J	1999	18	D
Gresham-Barlow 10	1998	23	D
Hermiston 8	1998	6	D
Jefferson 509J	1997	13	E
La Grande 1	1999	29	
Lake Oswego 7J	1997	11	A
Lincoln CU	1998	25	
Lowell 71J	2000	37	
Marcola 79J	1999	3	3.5.1
McMinnville 40	1998	15	B
Mt. Angel 91	1998	14	
Myrtle Point 41	1999	11	A
Newberg 29J	1998	9	C
North Clackamas 12	1999	15	15.1
North Douglas 22	1997	8	
North Marion 15	1999	12	12.1
Nyssa 26	1999	12	E
Oregon City 62	1997	11	
Oregon Trail 46	1999	17	D & E
Paisley 11	1999	20	



District	Contract Expires	Contract Article	Section or Page
Perrydale 21J	1998	4	C
Philomath 17J	1999	27	
Phoenix-Talent 4	2000	40	
Redmond 2J	1999	33	
Salem-Keizer 24J	1998	9	E
Santiam Canyon 129	1999	Part C	IX
Sheridan 48J	1998	9	G
Silver Falls 4	1997	22	
Siuslaw 97J	1998	40	
Springfield 19	1999	9	J
St. Helens 502	1999	12	12.1
Stanfield 61R	1998	12	
Sweet Home 55	1999	34	A
Tillamook 9	1998	8	E
Union 5	1997	10	D
Vernonia 47J	1997	38	1
Woodburn 103	1999	5	C
Yoncalla 32	1997	4	B



Appendix C

Class Size Language

ARTICLE 31

CLASS SIZE

- 31.1 The District and ECBC agree that the pupil-member ratio is an important factor in maintaining quality education and agree to establish a class size committee to address concerns from members and/or administrators regarding class size issues.
- 31.2 A member who believes his/her class size is excessive compared to other members in the District may discuss the situation with the principal. If not satisfied with the response at this level, the member may discuss the matter with the Assistant Superintendent and may suggest option(s) for the District's consideration. The member, upon request either to the Association representative or to the Assistant Superintendent, will have his/her concern addressed by the class size committee. The member will receive a response from the class size committee within twenty (20) school days of making the request and providing the information the committee may require.
- 31.3 The Association President shall be provided with a District print-out of class size by school and by class by September 15 and by February 1 of each school year.
- 31.4 By September 15 of each year a class size committee of three (3) members appointed by the Association President and three (3) administrators will meet to review class sizes, consider options, and formulate recommendations for school board consideration. The class size committee will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
- 31.4.1 the number of students in the class
 - 31.4.2 school and district class size averages
 - 31.4.3 the number and characteristics of special need students
 - 31.4.4 the instructional level of the classroom (e.g. primary, intermediate, etc.)
 - 31.4.5 the member's professional experience
 - 31.4.6 the amount of educational assistant time or specialist assistance provided
 - 31.4.7 other factors as suggested by the member

- 31.5 Class size computations for a grade or school shall be made on the ratio of classroom members to students exclusive of specialist. If a school council, however, agrees to increase its level of specialists or otherwise modify its staffing allocation, then such occurrence should be a factor considered in class size discussions by the class size committee.
- 31.6 In situations where a class size or a specialist load exceeds the level desirable, the committee will consider the following options:
- 31.6.1 Transfer/reassignment of students
 - 31.6.2 Adding certified staff
 - 31.6.3 Additional educational assistant time
 - 31.6.4 Development of split classrooms
 - 31.6.5 No changes due to financial/physical space/time limitations
 - 31.6.6 Other options mutually agreed to between the members and administrators on the committee

C. Class Size

1. The Board and the Council recognize the impact of class size on the quality of instruction and the desire to keep class size at an optimum level commensurate with the fiscal resources of the District.
2. The superintendent or his designee shall evaluate the effectiveness of the school board adopted policy on a school quarterly basis. A report of this quarterly evaluation shall be provided to the president of the ECBC Local Chapter and the school board.

6.4 Class Size

The Board shall make every effort in good faith to prevent excessive class enrollments by equalizing the class loads within the school, by transferring students to another school or by adjusting student schedules.

**ARTICLE VII
TEACHER ASSIGNMENTS**

- A. All employed teachers will be given written notice of their class and/or subject assignment, building assignments, and room assignments for the forthcoming year not later than July 1.
- B. In the event conditions require changes in assignments after said date, the District agrees to provide such teacher with up to three (3) paid days exclusive of scheduled inservice prior to assuming the new assignment.
- C. 1. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that individual class sizes should be no higher than the following:
- Kindergarten 23
Grades 1-327
Grades 4-529
- * No limit - Band, Music, Choir, Orchestra, and Physical Education
2. Departmentalized Middle School and High Schools shall have a maximum of 165 student contacts per day.
- D. 1. In the event the maximum pupil-teacher ratios are exceeded, beginning with the enrollment figures of September 30 of each school year, instructional aide time will be provided. The adjustment on the instructional aide time shall be made based on the enrollment on the last day of each month throughout the school year. Instructional aide time must be requested by the teacher and any teacher may decline such aide time. The allotment of instructional aide time is based on the following formula:
- One and one half hours of instructional aide time per day per student above the limit.
- E. It is understood that the District's ability to meet these class sizes depends on the level of state funding and financial ability, therefore, if the District is unable to fund the provisions of this article, they will so notify the Council and the Council shall immediately enter into negotiation with the District to replace this provision.

D. Class Size

1. The District and ECBC agree that the pupil-member ratio is an important factor in maintaining quality education and agree to establish a class size committee to address concerns from members or administrators regarding class size issues.
2. A member who believes his/her class size is excessive compared to other members in the District may discuss the situation with the principal. If not satisfied with the response at this level, the member may discuss the matter with the assistant superintendent and may suggest option(s) for the District's consideration. The member, upon request either to the Association representative or to the assistant superintendent, will have his/her concern addressed by the class size committee within twenty (20) school days of making the request and providing information the committee may require.
3. The Association president shall be provided with a District print-out of class size by school and by class by September 15 and by February 1 of each school year.
4. By September 15 of each year a class size committee of three (3) members appointed by the Association president and three (3) administrators will meet to review class sizes, consider options, and formulate recommendations for school board consideration. The class size committee will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
 - a. The number of students in the class
 - b. School and District class size averages
 - c. The number and characteristics of special need students
 - d. The instructional level of the classroom (e.g. primary, intermediate, etc.)
 - e. The member's professional experience
 - f. The amount of instructional assistant time or specialist assistance provided
 - g. Other factors as suggested by the member

(Class size computations for a grade or school shall be made on the ratio of classroom members to students exclusive of specialists. If a school Council, however, agrees to increase its level of specialists or otherwise modify its staffing allocation, then such occurrence should be a factor considered in class size discussions by the class size committee.)

In situations where a class size or a specialist load exceeds the level desirable, the committee will consider the following options:

- a. Transfer/reassignment of students
- b. Adding certified staff
- c. Additional instructional assistant time
- d. Development of split classrooms
- e. No changes due to financial/physical space/time limitations
- f. Other options mutually agreed to between the members and administrators on the committee

F. Class Size

The district and the Council agree that students are better served when class sizes do not reach the point that makes learning more difficult. We agree that the district has an obligation to budget for members so that children are best served. The aforementioned statement is subject only to levels I and II of the Grievance Procedure and to no other dispute resolution procedure.

ARTICLE 11
Class Size

A. Class Size

1. The District and the Association agree that the pupil-teacher ratio is an important factor in maintaining quality education.
2. Teachers who believe their class size or work load is excessive compared to other teachers in the District shall discuss the situation with the principal. The teacher may discuss the matter next with the Superintendent and may suggest options for the District's consideration.
3. The Association shall be provided with a District print-out of class size by class by October 15 and February 15, or as soon thereafter as available.
4. The Association may comment on its concerns regarding class size and may make recommendations for the District's consideration to rectify any imbalances in class size.

G. CLASS SIZE

For staffing purposes, the District shall use as guidelines the following:

Grade Levels	Guideline	Qualifier for Instructional Assistant
K and 1	18	20
2 and 3	23	25
4 - 6	28	30
7 - 12	Over 160 for standard classes or NW Assoc. discount formula	

1. In the elementary grades (K-6) should class sizes exceed the guidelines on the third Monday of the month, one hour of instructional assistant time shall be assigned within two (2) days to the teacher at the elementary level for every two (2) students above the guideline. There shall be no prorata for less than every two students. In the event the class level changes, the instructional assistant time shall be used in the building at the discretion of the principal. Schools Councils may request a waiver of this section from MEA and the District by presenting an alternative plan.
2. At the secondary level (7-12), if the class size exceeds the guidelines, the District shall provide one additional preparation period or relieve the teacher of duty assignments.
3. Except for N.W. Association discount formula classes, teachers at grades 9-12 who have more than 32 students in any one class, if teaching five (5) periods, or 27 students in any one class, if teaching six (6) periods, shall receive an additional duty free period.
4. When assigning students to non standard classrooms, consideration will be given to the number of work stations in the room (e.g. home ec, shop, computers).

E. Elementary Class Loads

No later than the third week of school each elementary principal will review all situations where elementary teacher class loads, including specialists, exceed District Policy standards in effect on January 16, 1991, and will consider options including:

- A. Reallocation of current building resources.
- B. Adjustment of class sizes within the building.

If options A and B are not feasible, the principal will make a request to the appropriate District office for additional resources.

1. For the 1993-94 school year the District will provide \$300,000 in an overload elementary classroom account.
2. For the 1994-95 school year the District will provide \$300,000 in an overload elementary classroom account.

No later than October 15 the District will complete a review of all requests and will prioritize those requests and will allocate resources available to the highest priority needs. The primary purpose of the fund will be to hire additional teachers; however, if the District determines that instructional assistants would be more appropriate to the needs, in a specific situation, some of the fund may be used for additional instructional assistant time.

**ARTICLE 13
WORKING CONDITIONS**

A. Class Size

1. Review Procedure: An employee request for review of class size will be made to any member of the building class size committee, which will be comprised of an administrator and teachers from that building. Teachers will be selected by ballot at each school prior to the end of the year for the following year. The building class size committee will consist of:

Elementary: Principal, one (1) grade K-1 teacher, one (1) grade 2-3 teacher, one (1) grade 4-5 teacher, one (1) specialist.

Middle School: one (1) administrator, one (1) teacher from each school-within-a-school, one (1) specialist.

High School: one (1) administrator, and four teachers from various departments; the departments shall be represented on a rotating basis with the first year's representation drawn by lot.

If it is not possible to organize a building class size committee to the above standards the Superintendent or designee and the Tigard-Tualatin Association President shall meet and determine the composition.

2. Timelines: Elementary building class size committees will meet for the first time during the first week of school. The middle school and high school committees will meet for the first time during the second week of school.

3. Building Class Size Committee Recommendations: The building committee may make unanimous recommendations to address the teacher's concerns with resources available within the building. At each step of the appeal process, notice of action taken will be communicated to the concerned employee(s) within six (6) calendar days. Any such recommendations, any requests for outside resources, or any failure by the committee to reach a unanimous recommendation will be referred to the Superintendent or designee for review and action

4. Review: The fully constituted District Class Size Committee will meet at least once during the school year to assess the work of the building class size committees and may report to the Board of Directors any findings.

C. Class Size/Workload:

All teacher and Association concerns regarding class size and workload will be resolved as an equity grievance pursuant to Article 3(A)(1)(b). Class size issues shall also be a subject, for discussion at Superintendent-Association liaison committee meetings.