STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
PERB CASE #M2013-242

In the Matter of the Fact-Finding between

LAWRENCE UNION FREE SCHOOL DISTRICT

-and-

LAWRENCE TEACHERS ASSOCIATION

Before LISA BROGAN, ESQ., Fact-Finder

APPEARANCES:

For the School District:

Minerva & D’Agostino, P.C., by Christopher Kirby, Esq. and Albert D’Agostino, Esq.
Murray Forman, President, Board of Education
Gary Schall, Superintendent of Schools
Dr. Ann Pedersen, Deputy Superintendent of Schools¹
Jeremy Feder, Assistant Superintendent of Business and Operations

For the Union:

Lloyd Berko, Esq., NYSUT
Peter Applebee, NYSUT
Kevin Pollitt, NYSUT
Lori Skonberg, President, LTA
Rachel Kreiss, Recording Secretary, LTA

BACKGROUND

The Lawrence Union Free School District (the “District”) is located in Nassau County, NY, and is comprised of approximately 2800 students from Pre-Kindergarten through 12th grade. It has five buildings, including two elementary schools, one elementary/middle school, one high school, and one closed elementary school which is currently being leased to a non-public school. During the 2015-16 school year, the District employed approximately 278 full time equivalent

¹ Ms. Pedersen is scheduled to become the Superintendent of Schools as of July 2017.
teachers, 13 building-wide and district-wide administrators, 3 central office administrators (including the Superintendent), 110 paraprofessionals, 32 clerical employees and 24 custodial and maintenance personnel. The District has 6 public employee collective bargaining units, including the Association of Lawrence Administrators (“ALA”), the Lawrence Association of Counselors and Psychologists (“LPSAC”), Lawrence Facilities Management Association (“LFMA”), Educational Secretaries Association (“ESA”), Local 237 Teamsters Long Island Division (“Local 237”), and the Lawrence Teachers Association (“LTA”), whose contract with the District is the subject of this Fact-Finding.

LTA is the exclusive bargaining representative for the teaching personnel in the District. LTA members provide an array of instructional and support services to the student population of the District. The LTA and the District are parties to a collective bargaining agreement covering the period July 1, 2005 through June 30, 2011 (the “CBA”). The agreement remains in full force and effect pursuant to Section 209-a(1)(e) of the Taylor Law.

In or about early 2011, with the end date of the contract in sight, the parties exchanged written proposals. Despite numerous formal and informal meetings which took place from that time through May 2013, the parties were unable to reach agreement, and on December 6, 2013, the LTA filed a Declaration of Impasse with the Public Employment Relations Board (“PERB”). Ms. Kim Moore-Ward was appointed mediator, and several meetings took place with her during 2014 and 2015, but the parties were unable to reach agreement. On March 14, 2016 the LTA formally requested the appointment of a Fact-Finder, and the undersigned was appointed for that purpose on April 27, 2016. On December 9, 2016 the undersigned convened a meeting with the parties at which they presented their positions informally, and mediation was attempted. Unable to reach resolution, a fact-finding hearing was scheduled and went forward on April 3, 2017. The parties proffered oral arguments and submitted extensive documentation and exhibits for the
Fact-Finder’s consideration, including written briefs setting forth their respective positions. All such arguments and documents have been fully considered by the Fact-Finder in reaching her recommendations.

ISSUES

To say that the parties, after multiple formal and informal sessions, were unable to reach agreement, is to seriously understate the lack of progress that they were able to make over a period of almost six years. The District first presented written proposals for a successor agreement on January 19, 2011. Those proposals are essentially the same ones which are now presented at Fact-Finding. They contain no wage proposal for existing bargaining unit members, and include the following:

- 20% reductions in salary on a new schedule for new hires, as well as on existing extra compensation schedules;
- a freeze for all personnel on Steps 15-30;
- capping the District’s contribution to health insurance at 80%;
- adding a 6th period of instruction for no additional compensation;
- reducing sick day payout;
- a reduction of the number of lanes available for horizontal movement on the salary schedule;
- longevity increments built into the salary schedule; and
- the ability of the District to subcontract for services for Universal Pre-Kindergarten (“UPK”).

While other proposals were made in January 2011, these are the ones which were focused on in Fact-Finding. For the most part, the District has not scored the value of the savings which would be realized from these proposals.
LTA has expressed frustration that, despite its stated willingness to compromise and seek common ground with the District, the absence of any kind of wage proposal after six years has made it difficult for them to even know what to propose. As a result, they have declined to offer a specific wage proposal, leaving it to the Fact-Finder to determine what makes sense based on internal comparators (referred to by all parties as the “Lawrence pattern”), external comparators in Nassau County, and the District’s ability to pay. LTA has proposed that such a wage increase be considered in two segments, the years they have been without a contract (2011-2016) and for four years going forward (2017-2021). It asks that whatever rates of increase are proposed be applied to other contractual rates covering coaching, clubs, extracurricular activities and supervisions. In addition to these wage considerations, LTA also proposes:

- that elementary teachers assigned an additional period on an ad hoc basis be entitled to pay at the class coverage rate, providing parity with secondary school teachers;
- expanding the definition of “immediate family” for purposes of bereavement leave;
- removing the distinction between sick days (12) and personal leave (3) and allowing a total of 15 days’ paid leave for use as needed;
- a guarantee of five prep periods per week (by removing the words “as feasible” from the contract); and
- providing elementary teachers with relief from two ½ days of instruction to carry out end-of-year clerical responsibilities.

In addition to these affirmative proposals, LTA rejects and asks that I not recommend the District proposals for a step increase freeze for Steps 15-30; any reduction in extra compensation schedules; any reductions in salary for new hires; a cap on the District’s health insurance
contribution; and the addition of an unpaid sixth period of instruction.\textsuperscript{2} Regarding UPK, LTA notes that the matter is still currently on appeal by the District, and states that it would consider a settlement proposal as part of a package to settle the contract, but none has been offered to date.

The District explained that it is in a unique and challenging position. For reasons discussed at greater length below, the District asserts that in addition to the inescapable fact of the tax cap, other ordinary factors regarding ability to pay are not reliable in Lawrence, and the District has thus started its negotiations, and this Fact-Finding, from the premise that there is simply no money available to put towards any proposals which would require funding of any kind. Rather, the District insists that any proposals which have a cost can only be considered if a "bucket" of money is identified by other cuts and cost-saving proposals. It has expressed a willingness to sit down with the LTA and work together to find and create that bucket, and then follow the Lawrence pattern in applying whatever funds may be generated by that effort. Much like the LTA's frustration, the District has found it "disheartening" that, although stymied by an inability to raise revenue, the LTA has in its view consistently rejected compromises on what it deems to be hard-won work rules that could free up money for a wage increase. It is, in the District's view, an existential issue, as it asks the question, where is the money to come from?

Despite these concerns, it was agreed that a report from the Fact-Finder with recommendations regarding cost-sensitive proposals would be helpful in moving such a discussion forward. With all this in mind, I have endeavored to address both cost-sensitive and cost-neutral proposals, and have also examined LTA's analysis of the District's ability to pay, which conflicts with the District's assertion that it has no funds other than those which might be created by the effort described above.

\textsuperscript{2} This matter was discussed on various occasions, but when agreement could not be reached, the District unilaterally assigned 22 teachers to a sixth teaching period. LTA filed for arbitration and an award was issued in its favor. The District has moved to vacate the award.
POSITIONS OF THE PARTIES

DISTRICT’S ABILITY TO PAY

The District’s Position

As noted above, none of the District’s proposals involve the outlay of any additional money on behalf of LTA. Indeed, the District seeks only cuts in pay and other givebacks. The District’s position is that it does not have any money to spend, and that the cuts are necessary to maintain its fiscal health, recently restored after years of austerity. On that basis, then, the District’s arguments at fact-finding were focused solely on the District’s ability to pay, so I will begin there.

The District asserts that I have a challenging job here, given the fact that I have to determine the District’s ability to pay, but that the typical indicators of such ability, which would include combined wealth ratio and alternate pupil wealth ratio, are not accurate reflectors of this particular District’s ability to pay. It explains that Lawrence is unique among Long Island school districts in that, in addition to the approximately 2800 public school students, it provides transportation, special education and other statutorily mandated services to approximately 5500 non-public school students who reside within the community. This impacts, among other things, the amount of state aid Lawrence receives, to the extent it is based upon public school enrollment, which is low relative to the entire school-going population. In other words, while state funding is allocated for 2800 public school students, it must be used to provide certain mandatory line items to a total of approximately 8300 students. The District further asserts that these unique demographics make customary measures of a school district’s fiscal capability, such as Combined Wealth Ratio, Pupil Wealth Ration and Alternate Pupil Wealth Ratio, which measure on a “per pupil” basis, inaccurate indices of the community’s true wealth. As evidence of this, the District proffers the fact that while the district ranks 3rd in wealth by these measures,
70% of the students in the public schools are eligible for free or reduced price lunch, meaning their family income is less than 185% of the poverty level. The District concludes that these demographic concerns render Lawrence without a comparable community on Long Island against which to measure its fiscal health.

The District also argues that the property tax cap limits its ability to pay. Although referred to as the “2% tax cap,” the District explains that this is not a true figure, as the cap is set at the lesser of 2% or the rate of inflation (Consumer Price Index, or “CPI”), making it especially problematic when the inflation rate runs low as a result of economic trends. It avers that the allowable growth for school districts in 2017 is capped at 1.26%, up from 0.12% in 2016, and describes trends which indicate that it may not reach 2% in 2018. It also emphasizes as well the volatility and uncertainty which comes with this formulation, and explains why piercing the tax cap, an option which school districts can pursue but which requires a 60% “yes” vote on the budget and which carries attendant risks, is not an option here.\(^3\) The District concludes that the tax cap, at the end of the day, is the “great equalizer,” meaning that no matter how wealthy a school district may appear to be, the tax cap erases any perceived advantage, and places every school district in the same position regarding what increases it can shoulder from year to year.

The District also maintains that in limiting the ability to raise revenue, the effect of the tax cap is a depletion of reserve fund balances. It explains that in establishing a budget, the District assigns a portion of the fund balance to cover budget items that might exceed projections, and the remainder is considered unassigned, or a “rainy day” fund. It points out that unassigned fund balances cannot exceed 4% of the next year’s budgeted appropriations, and thus concludes that Lawrence is significantly constrained in the amount of capital available in its reserves.

\(^3\) LTA also does not suggest that piercing the cap is desirable, and so this is not an option considered for purposes of these recommendations.
The District made a number of additional arguments in furtherance of the proposition that it does not have the ability to fund any increases to LTA wages or benefits, and to support its assertion that cuts are necessary to maintain fiscal health. These can be summarized as follows:

- Health insurance costs continue to rise. The current formulation whereby the District continues to shoulder 80% of the premium cost is, in the District’s view, unsustainable as costs rise at a “staggering rate.”
- The prospect of a Cadillac tax under the Affordable Care Act. Although delayed until 2020, and subject to certain decisions not yet made and trigger rates not yet reached, if the employer is held responsible it would impose a 40% excise tax on the District.
- Retirement contributions remain at almost 12% of salary, despite a reduction in the District’s contribution rate in 2016 and 2017.
- A budget item for transportation which is double that of the statewide average, and which is expected to increase.
- Increments, including vertical and horizontal movement. This issue is the basis of the District’s proposals to freeze Steps 15-30, modify the lanes and create a new salary schedule for new hires.
- Spending on special education mandates and related services has increased 20% since 2011. Its budget allocation for these services is above the statewide average.
- Much-needed capital improvements are underway. The District describes these efforts as having been funded by:
  - $5,000,000 from the proceeds of the prior year’s sale of School No. 6;\(^4\)
  - 2015-16 approved budget provided additional funding of $1,513,769.
  - 2016-17 approved budget provided additional funding of $1,800,000.
  - Of these amounts, $6,752,669 was expended as of June 30, 2016.
- The question of whether UPK can be subcontracted out is currently on appeal to the Appellate Division, Third Department, which will consider the Supreme Courts’ earlier decision holding that school districts must negotiate the transfer of pre-K instructional services if the work is exclusive to the public employee union. The Supreme Court’s decision means that maintaining a UPK program will result in costs which far exceed the amount of grant money received from NY State.

The District concludes that the bargaining landscape has fundamentally changed with the institution of the tax cap levy and, since there is only so much money, it cannot be expected to solely fund teacher wage increases. It insists that for Lawrence to remain financially sound,

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\(^4\) The District did not specifically state that this represents the total proceeds of the sale. LTA provided documentation showing that the proceeds of the sale totaled $8.5 million (Union Ex. 20). That said, the District did assert during its presentation that all of the proceeds have been earmarked for capital improvements.
limits on revenue require that the District spend no more than increment costs, or less. It asks that its proposals be adopted as recommendations by the undersigned.

**The Union’s Position**

The Union contends that the District, contrary to its assertions, is well-positioned to pay increases to its teachers, even without the concessions it demands. It points to the following factors to support its position:

- The District compares favorably to other Nassau County districts in its relative wealth and residential tax liabilities. It has the highest income rate per tax return among 56 Nassau County school districts, coupled with the lowest tax rate in the county.
- The District has had an influx of revenue over the past three years:
  - 2014 – building sold for $8.5 million. $5 million was used for capital projects, but $3.5 million was put into the budget.
  - Recurring lease payment of $500,000 per year.
  - State aid has increased by almost $4 million since the LTA contract expired in 2011.
- Forecasts that the District will be the beneficiary of significant costs savings in future years due to reduced contributions to the Teachers’ Retirement System. Between 2016-17 and 2017-18 this translates to a $1.3 million reduction in costs, due to the mandatory TRS employer contribution rate declining from 13.26% of salaries to 9.8% of salaries.

The LTA reaches the same conclusion as the District (and the State) regarding its current fiscal health, i.e. that it is in good condition. They diverge on what it will take to maintain that condition, and an important factor here is the LTA’s view of operating surpluses in the District, which differs significantly from that of the District. LTA notes that operating surpluses in both 2014-15 and 2015-16 have resulted in additions to its unexpended surplus so that at the end of both of these years the unexpended surplus exceeded the statutory maximum of 4% of the total projected general fund expenditures. LTA calculates that the unexpended surplus was 4.3% at the end of 2014-15, and 5.0% at the end of 2015-16. Looking forward, it projects that the District will end the 2016-17 school year with an Operating Surplus of $1.88 million, raising the amount
of the unrestricted fund balance to 7% of the budget. The District did not specifically dispute these numbers, but stressed that these funds would not be depleted to fund a wage increase.

LTA also insists that step increments which the District points to as a significant cost preventing them from proposing a wage increase, actually pay for themselves as teachers at the higher steps retire. Even as some retirees are replaced with lower paid new hires, LTA asserts that there has been a net decrease in payroll of over $3 million since 2011-12, entirely offsetting the cost of increment. LTA expects this to be the case, at least to a significant extent, in the 2017-18 school year.

THE LAWRENCE PATTERN AND WAGES

Although the ability of the District to fund any increases or to support any changes which carry with them any type of cost is a matter of disagreement, both parties do agree that there is an identifiable pattern drawn from settlements of contracts between the District and other bargaining units, and that this pattern should be applied in this case. The District, however, takes it another step and insists that the money to do so must first be found before the pattern can be applied. The LTA believes the money is already available.

Wage proposals are generally analyzed from two perspectives, that of internal comparators and external comparators. The parties have expressed agreement that the Lawrence pattern, i.e. the internal comparators, are the relevant basis for analysis here. For that reason, there will be little time spent on what has occurred in other Nassau County school districts.

As suggested by the LTA, I have looked at its wage proposal in two segments, one being the years in which they have been out of contract (2011-2016) and the second being the forward years, which the LTA suggested should cover four years through 2021. It asks that I arrive at an appropriate number for the first segment, apply it as a cumulative raise in the current 2016-17 year, and then move forward with appropriate rates for the years which follow. It is important to
note that the LTA is not proposing retroactive increases to the salary schedule for the first
segment, only that the average cumulative increases be totaled and applied to the raise in 2016-
17.

**Internal Comparators**

Three contracts settled recently in Lawrence. They are as follows:

<table>
<thead>
<tr>
<th>Bargaining Unit</th>
<th>First year of new contract</th>
<th>Forward Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALA</td>
<td>4.0</td>
<td>1.25 for each of 4 yrs</td>
</tr>
<tr>
<td>LPSAC</td>
<td>3.25</td>
<td>1.25 for each of 3 yrs</td>
</tr>
<tr>
<td>LFMA</td>
<td>1.0 plus $5000 bonus</td>
<td>1.50, 1.75, 2.0</td>
</tr>
</tbody>
</table>

LTA posits, and the District does not dispute, that the larger number in the first year of
these new contracts takes into consideration years during which they were out of contract. LTA
presented historical information for all bargaining units as follows. The shaded areas show the
three settlements ratified during 2016.

<table>
<thead>
<tr>
<th>11-12</th>
<th>12-13</th>
<th>13-14</th>
<th>14-15</th>
<th>15-16</th>
<th>16-17</th>
<th>Cumulative increases 2011-16</th>
<th>17-18</th>
<th>18-19</th>
<th>19-20</th>
<th>20-21</th>
<th>Avg increase 2017-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALA</td>
<td>1% +</td>
<td>1% +</td>
<td>0</td>
<td>0</td>
<td>4.0</td>
<td>6%</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
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<td>$2000</td>
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<tr>
<td>LPSAC</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3.25</td>
<td>1.25</td>
<td>4.5%</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
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<tr>
<td>LFMA</td>
<td>4.0</td>
<td>4.5</td>
<td>0</td>
<td>0</td>
<td>1% +</td>
<td>11.25%</td>
<td>1.75</td>
<td>2.00</td>
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<td></td>
<td>1.88</td>
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<td>$5000</td>
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<tr>
<td>ESA</td>
<td>3.25</td>
<td>3.0</td>
<td></td>
<td></td>
<td></td>
<td>6.25%</td>
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<tr>
<td>Local</td>
<td>4.5</td>
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<td></td>
<td></td>
<td>4.5</td>
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</tr>
<tr>
<td>237</td>
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<td></td>
<td>Average Cumulative Increase</td>
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<td></td>
<td>1.46%</td>
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<td></td>
<td></td>
<td></td>
<td>6.5%</td>
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</table>
The LTA argues that the wage increase here should reflect these cumulative increases. The District, while acknowledging the existence of a “Lawrence pattern,” did not offer any insight as to what it believes the appropriate numbers should be, relying instead on the concept that the only money which can be paid is money which is found elsewhere. Hence, until the exercise of finding the “bucket” of money is complete, no numbers can be assigned to potential increases. The District stated that in all of these comparator contracts within Lawrence, each bargaining unit had to engage in the same exercise and find the money to fund its increases.

**EXTRA COMPENSATION**

LTA asserts that Lawrence, by comparison with other districts in Nassau County, is at or near the bottom for interscholastic coach salaries in all sports (Union Ex. 16), and asks that the rate increases applied to wages also apply to extra compensation. By contrast, the District is seeking a 20% cut in all such extra compensation.

**HEALTH INSURANCE**

The District proposes that its contribution to health insurance premiums be capped where it is now, at 80% of current premiums. This means that should premiums rise, the entire increase would be shouldered by the bargaining unit members. LTA opposes this construct, proposing instead that the District’s contribution remain at 80%, meaning that the District and the members will continue to share the cost of premiums at the same rate, regardless of increases.

**UNIVERSAL PRE-KINDERGARTEN**

The District and the Union both expressed willingness to discuss UPK in the context of a broader agreement. No cost savings figures are available, but the matter will be incorporated into the recommendations below.
SIXTH PERIOD

The District argues that adding a sixth period of instruction, without pay, will save the District a significant amount of money which could be contributed to the “bucket” of money needed to fund a wage increase. The LTA points to its success on this issue in arbitration, and will not agree to a proposal which would result in exceeding at least fifteen of its members.

RECOMMENDATIONS

Term of Contract

The District did not make a specific proposal about the length of the contract, while LTA suggested a ten year deal which reaches back six years and forward four. There is certainly a benefit to not having to return to the table within a short time frame, and it makes sense to look out at least a few years. I would recommend, however, a nine-year contract ending with the 2019-20 school year, primarily to avoid the variable of the Cadillac tax. With the future of the ACA uncertain, there is little to be gained by building in assumptions that may never come to pass, and if the contract ends in 2020, will never be an issue during the life of this contract.

Wages

By agreement of the parties, the internal comparators of other contracts settled recently within the District are the ones which I have looked to in making my recommendation. I disagree, however, that the cumulative average as calculated by LTA is necessarily the right result. Those averages are significantly enhanced by the inclusion of rates from past contracts which were negotiated before the institution of the tax cap. While it is easy to argue that had the contract been settled in 2011 the numbers would have looked more like those shown for the LFMA, ESA and Local 237 in 2011 and 2012, the fact is that it was not, and it is necessary to deal with the reality that revenue cannot be raised in the same way it once was. The more appropriate comparison, then, is the way in which the District has dealt with the three recent
contracts negotiated and ratified since the imposition of the tax cap. The closest comparator is the LPSAC which, like LTA, was out of contract since 2011. In the first year of the new contract, a significant raise of 3.25% was put on the schedule, preceded by all zeros for the prior years out of contract, with a total for the period 2011-16 of 4.5%. Likewise, the ALA, out of contract for three years, ratified a first year increase of 4.0%, preceded by all zeros for the prior years out of contract. LFMA did the same, but to a lesser degree because they were out of contract only two years and, presumably, because they had the benefit of higher increases in 2011-12 and 2012-13 under a prior contract. The rates were also kept lower by paying a significant sum of $5000 off the schedule in the first year. Using only these contracts as comparators, the cumulative average decreases significantly, but would still support a 2016-17 increase of 4.5% with all zeros preceding it for the prior years out of contract.

Considering these factors, as well as the District’s ability to pay, I make the following recommendations:

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<th>13-14</th>
<th>14-15</th>
<th>15-16</th>
<th>16-17</th>
<th>17-18</th>
<th>18-19</th>
<th>19-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTA</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4.50</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td></td>
</tr>
</tbody>
</table>

As there is no evidence presented that any other bargaining unit was asked to sacrifice increment as part of their settlements, I make no recommendation for such in this case.

**Extra Compensation**

The wage increases recommended above should also be applied to extra compensation.

**Health Insurance**

I recommend remaining with the current construct of a 20% contribution by the employees, with no cap on the District’s contribution, allowing the burden of any increases to be shared in accordance with this 80/20 allocation.
Regarding the District's Ability to Pay

The District has emphatically insisted that it is unable to fund any increases in wages or benefits, and indicated its intention to use the Fact-Finding report as a starting point to see how much money the parties should be looking for to fill the bucket. LTA has expressed its willingness to engage in this process, as long as there is some kind of proposal on the table. These Recommendations can and should serve as a starting point in that regard. The question remains regarding whether the sole source of funding for any increase at all must be at the expense of concessions by the LTA.

LTA has made a demonstration regarding the existence of some funds which might be available without the concessions sought by the District, for example, the excess over the statutory maximum in the unassigned fund reserve. The LTA also identified new revenue sources such as the money from the sale of one of its buildings and recurring rental income from leasing another. Obviously, the District has many obligations, rising costs and a severe restriction on its ability to raise funds as a result of the tax cap, but there is no line-by-line budget analysis provided to show that the LTA is necessarily wrong in its conclusions. Some of the District's own statements suggest that there may be some ability to fund at least part of an increase. For example, the District stresses that the tax levy constraint generally results in depleted reserve fund balances, yet that does not appear to be the case in Lawrence, which has restored those balances to the point of holding an excess of the statutory maximum in the unassigned reserve fund. It expressed an unwillingness to use those funds for wage increases, but that does not necessarily equate to an inability to do so. It also concludes that "school districts can no longer be expected to solely fund teacher wage increases," (emphasis added), but the data here suggests that the District has the ability to fund at least part of any such increase.
While it does seem that some money is available to fund a settlement, there is also much to be gained from sitting down and discussing where other savings might be found. To that end, I encourage the parties to focus on the following:

**UPK and Sixth Period Proposals**

These issues were raised and discussed at some length during fact-finding. Significant savings could be realized through either, but LTA’s concessions here should be met with flexibility on the part of the District in addressing these issues. They are both remanded for further consideration by the parties in the context of an overall settlement.

**District’s Other Proposals**

The District’s original proposal from January 2011 contains numerous other items, almost all of which involve further cuts and concessions for LTA members. Most of them were not explored to any great extent at fact-finding, but some hold the promise of generating cost savings that would help fund the increases recommended herein, and I suggest that they be part of the conversation which will take place going forward. I make particular note, in this regard, of the possibility of a new salary schedule for new hires. I am mindful of the fact that the Union does not favor this approach, but it would be consistent with what other bargaining units have done in recent settlements. Also of interest is the idea of making some kind of adjustment to lanes and lane movement, if it could generate sufficient savings to help fund these increases. Other than as part of the exercise to find cost savings to fund a raise, I do not specifically recommend any of the District’s other proposals at this time.

**Remaining Union Proposals**

The following recommendations are made regarding the Union’s remaining proposals:

- Change in definition of “immediate family” for purposes of bereavement leave is recommended.
- A guarantee of five prep periods per week (by removing the words “as feasible” from the contract) is **recommended**.

- Removing the distinction between sick days (12) and personal leave (3) and allowing a total of 15 days’ paid leave for use as needed is **not recommended**.

- That elementary teachers assigned an additional period on an ad hoc basis be entitled to pay at the class coverage rate, providing parity with secondary school teachers, is **not recommended**.

- Providing elementary teacher with relief from two ½ days of instruction to carry out end-of-year clerical responsibilities, is **not recommended**.

**CONCLUSION**

The parties’ have spent a number of years at a serious impasse around the question of where money will come from to fund any increases to the members’ wages and benefits. The primary goal of this report is to give them a goal as they look for ways to raise some of the funds needed to support the increases, but also encourages the District to use some of the funds which appear to be available to support its core mission of instruction for its student population.

Dated: July 10, 2017

LISA BROGAN, Fact-Finder
AFFIRMATION

I, Lisa Brogan, do hereby affirm that I am the individual described in and who executed the foregoing, which is my Fact-Finder’s Report and Recommendations.

Dated: July 10, 2017

[Signature]
LISA BROGAN