

**Prepared Notes for Board Meeting**

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I'll start tonight's comments off with a bit of a confession. My thinking has evolved over the years on the nature of teacher union contracts. In 2008, I evaluated our union agreement in the context of "word on the page", asking myself if I would have ever approved such an agreement in a private business, and the answer is no. In 2014, I evaluated our union agreement in the context of whether some of the more harmful (Marc's opinion) practices in public education such as lockstep compensation and step increases remained and decided against it, but over the last 3 years, I've made a few observations.

The first observation is this. We have such an outstanding relationship with our professional organizations that the contract in some ways, other than financial issues, doesn't seem to matter in day to day operations. I am a literalist, meaning that for me, what is on the paper counts. I joke that I'm probably the only one in Ohio that actually reads the iPhone agreement before agreeing to it. If the paper says that teachers work 7 hours and 45 minutes a day with a 30 minute uninterrupted lunch and 185 days a year well darn it, that's what they work. Except it isn't true. More and more, teachers are accessible, voluntarily, to their students via phone, text and email. The whole concept of 185 7 ¾ hour days seems to have no meaning, yet, we cling to it in the contract as if God came down and ordained that it be so, and there are so many other provisions just like that one. I'd go so far as to say that if both sides did follow the contract, the district couldn't be what it is today. The moral of the story is that being a literalist in Eduworld is a lot like being a New York Rangers fan at Nationwide arena, a fish out of water as it were.

The second observation is this. There are many practices in this contract that I consider to be roadblocks to our mission of educating children. For example, you've heard me drone on about the use of strategic compensation, but the reality is that most of these practices, and far more egregious ones are present in every labor agreement between school districts and teachers in the state and while it's taken me a while to accept it, expecting this would change in our little corner of Eduworld is probably a bridge too far.

The third observation is this. I have been and remain a strong proponent of merit pay, however, the state of Ohio has so completely boloxed up the growth measure at the heart of any merit pay proposal so that even the strongest supporters of pay for performance are crying uncle. As much as I despise lock step compensation, without a functional evaluation system based on some kind of objective criteria, merit pay cannot even be considered.

The fourth observation is this. We are very transparent when it comes to how we pay for contracts and it wasn't always this way. We have been telegraphing the requirement for a levy in 2019 for years now and this agreement does not materially change the 5 year forecast, particularly with regard to wage expenditures. As much as Governor Kasich wishes we would

have a permanent balanced budget, neither the revenue or expense mandates in state law make that possible.

The fifth observation is this. In this contract, we've made a very important, though subtle, stride towards strategic compensation, particularly, strategic compensation for new employees in hard to fill positions. It is our expanded ability to place a new employee on the salary schedule anywhere within a 14 year range. One of my criticisms about the use of the salary schedule is that it completely eliminates the free market when it comes to teachers. Frankly, it hurts teachers more than taxpayers in that a teacher basically becomes unemployable in another district after around 10 years on the job except now, we have the ability to strategically recruit individuals and pay them what we need to pay them to get them to come to Worthington. I wouldn't expect to save money doing this, quite the opposite, but I would expect that over time, we will be able to hire exceptional teachers with proven track records in hard to fill positions from other districts, and if that isn't using compensation strategically, I don't know what is.

So yes, in the context of a contractual agreement between a manager and an individual employee in the private sector, a contract like this wouldn't stand a prayer but in the context of Eduworld in the state of Ohio, it is actually quite reasonable compared to some of its peers, especially the 292 page contract in Columbus that has provisions for everything from study hall to curriculum choice. As such, it is worthy of support and I intend to do so.