

**Prepared Notes for Board Meeting – WEA Contract**  
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Colleagues, I think we've all been there at one point or another, after a particularly frustrating meeting or executive session where you go home, you can't really tell your significant other what was going on but the frustration was obvious. So it was a few weeks ago when Helen, herself an accomplished educator in religious education reminded me of the Serenity prayer which goes like this:

*God grant me the serenity to accept the things I cannot change; courage to change the things I can; and wisdom to know the difference.*

Which eloquently sums up my feelings about this contract.

For the next 5 to 10 minutes, I want to take you through my thought process on this contract. I know this is an imposition, but our contract with the Association is arguably the third most important thing we do and I want interested constituents to understand completely my reasons for voting the way that I vote.

The first thing I want to make clear is that our administration, supported by a majority of this board, decided that a single board member would be present throughout the process and that board member would not be me. I want to be crystal clear that Jennifer Best did yeoman's work in representing the interests of a majority of this board during the process and while those interests, in some cases, did not align completely with my particular views, I thank her for her effort. If there is one thing I've learned in my first 5 months as President of this body, getting us all on the same page is like herding cats and Jennifer is to be congratulated and thanked for her effort.

That said, as I go through what the agreement does and doesn't do, I want to make clear that I personally had very little to do with it. I'd like to take credit for some of the very positive things in here, but I can't, so I won't, nor will I take the blame for some of the changes that needed to be made, but weren't.

First, let's set up the terms of the negotiation.

Conceptually, the board agrees to a multi-year agreement that delays some aspects of House Bill 153 and/or Senate Bill 5 in exchange for a taxpayer-favorable financial arrangement. The agreement needed to be completed prior to the effective date of the legislation, hence the pre-negotiation. The questions that then need to be asked are:

1) Do we agree with the concept of delaying these provisions in exchange for financial considerations and cost certainty?

2) If so, are the financial considerations fair enough to the taxpayer or might we get a better arrangement by waiting for contract expiration and potentially negotiating under a different paradigm next year.

3) If so, does the fact that the vast majority of the remainder of the contract remains intact represent a concern?

We'll deal with each of these questions in some detail.

First, do I personally agree with the premise of the negotiation – that we should delay in our district the impact of SB5/HB153 for 3 years.

While there are many beneficial aspects to both House Bill 153 and Senate Bill 5, there are three bits of reality that cause me to question the wisdom of waiting and negotiating in 2012.

1) Senate Bill 5 is hardly a slam dunk. While the vote will be closer than recent polls, Ohio is very much a 50-50 state and after tens of millions of dollars are spent on the repeal referendum, the outcome cannot be predicted at this time, whereas, this agreement provides a certain degree of cost certainty to the Worthington taxpayer for the next 3 years.

2) House Bill 153 had several provisions related to teacher evaluation, merit pay and differentiated compensation removed by the Senate. I suspect they may be reinserted by the conference committee, but this is again hardly a certainty and I've personally found this budget cycle to be very difficult to predict. Throughout this document, any reference to HB153 is intended to mean the version passed by the Ohio House. It is certainly possible that SB5 and/or HB153 will never be implemented in the state.

3) As I told the Ohio House, I believe that Worthington will achieve a better result on the issues of teacher evaluation, merit pay and differentiated compensation if we are allowed to collaborate. Don't misunderstand. Absent a legislative mandate, I don't believe that this administration or our teachers would *ever* voluntarily enter into such an agreement, but a legislative mandate that requires these provisions has a far better chance of being successful in Worthington if we do them together.

While acknowledging that this legislation may never become law, it is important to understand what we are potentially postponing for three years with this agreement. Here are some of the provisions that I thought could be most beneficial in Worthington.

1) First, as I mentioned, I believe there is value in the teacher evaluation provisions formerly in HB153 and present in SB5, regardless of whether those provisions are used to inform compensation decisions or merely used to provide valuable feedback to the teacher. At the most, however, we are giving up a single year of whatever enhanced evaluation system might come out of the state and my hope is that through the Race to

the Top initiative, our district defines a mutually acceptable evaluation mechanism long before this contract will expire in 2014.

2) Second, both SB5 and HB153 held the promise of differentiated compensation, the rather obvious notion of being able to pay more money to attract people to a profession. Given the critical need for high school teachers in science and math related disciplines, this is a reform that must happen statewide. In addition, differentiated compensation will save money over time by allowing market forces to work in the teaching profession. In addition, SB5 would allow for merit pay. As written, SB5 would be somewhat problematic for Worthington because it would require us to define an acceptable performance based salary schedule in 2012, but would not require and arguably, not allow, the evaluation mechanism for the schedule until 2013. HB153 would not require a performance based salary schedule until 2013 so in either case, it appears that we surrender one year of these provisions and frankly, that one year will give us the time necessary to do it right.

3) HB153 and SB5 both have provisions to deal with the unconscionable current practice of allowing bad teachers to continue to teach. Fortunately, the number of teachers this would apply to in Worthington is quite small, but it is not zero and even one bad teacher is one to many. To their credit, the administration and the WEA did agree to increase the probationary period for new teachers in Worthington from 8 months to 2 years, a provision I believe could help to minimize even the few times that Worthington winds up with a poorly performing instructor.

4) HB153 and SB5 both have provisions to end the unfortunate practice of implementing a reduction in force solely based on seniority. While the administration would correctly argue that this doesn't happen often, the reality is that when reductions in force are necessary, the administration must jump through hoops to make sure that qualified teachers wind up in every classroom and there have been several high profile situations during my time on the board where promising instructors were let go in favor of more senior but arguably less effective teachers. In addition, this agreement continues the unique and unfortunate practice of providing up to 6 months of severance for a RIFed teacher. It should be noted, however, that even these provisions do not become effective until after the state approves of evaluation metrics.

5) There is much confusion over Senate Bill 5. Some members of the community, upon learning of this agreement late last week urged a "no" vote under the theory that we can save money by cutting salaries after SB5 goes into effect. In fact, some teachers have expressed this concern to me over the last few months. It is worth noting that under current law, under HB153 or under SB5, it is and will still be against Ohio law to reduce the salary of a public school teacher, therefore, even if we wanted to, and I personally do not, there is no pot of gold at the end of that particular rainbow.

The answer to the first of my three questions, is it worth giving up early implementation of HB153 or SB5 in order to operate under more favorable financial terms is therefore a strong yes for three reasons. First, it is not clear that any of these provisions will ever

make it into state law, second, even if they do make it into state law, they won't kick in until the final year of this agreement and third, as argued forcefully by my colleagues, Worthington is best served by allowing other districts to operate under these provisions first and learning from their experience. We are an excellent school district with a dedicated and committed teaching staff and while I believe these provisions will make us stronger over time, there is certainly no emergency in Worthington that forces us to go first.

The next part of the decision for me is whether the financial concessions in this agreement are worth effectively rolling over the contract for three years. The first thing to remember is that the first year of this three year agreement has already been negotiated and I always had and continue to have a strong belief that if you weren't prepared to live under the terms of a contract, come what may, you shouldn't have negotiated it. Obviously, the taxpayer would prefer a strong concession the first year. Three central Ohio districts and many others throughout the state are seeing a complete freeze on salaries and steps in addition to, in many cases, significant health care concessions in 2011-2012 where we are seeing the status quo, however, that decision was made over my objection in the heat of a levy campaign in 2009 and a contract is a contract. Looking at the second and third year of this agreement, I am enormous appreciative of our teaching staff for the level of sacrifice they are demonstrating. In 2012-2013, this agreement offers no raises at all other than horizontal movement on the schedule for educational attainment and in 2013-2014, the nominal 0.5% increase on the base is more than reasonable. In addition, our teachers and all our staff will have to work hard to earn the merit component of that increase as the designation of "Excellent with Distinction" is not a trivial achievement, nor are the two goals agreed upon in the district's OIP. As an outsider to this process, I was anticipating minimal salary increases based on settlements that are occurring throughout the state, but I believe our staff really stepped up in recognition of the ongoing economic turmoil that is occurring throughout our community.

I continue, however, to have concerns about health care costs. The taxpayer was already on the hook for 86% of any increase in health care costs for the upcoming school year. This agreement extends that liability to 2012-2013. In addition, as long as the aggregate increase in premium does not exceed 40%, an increase that is considered unlikely by most experts, the liability will extend to 2013-2014. In addition, the taxpayer will continue to pay 50% of the employee deductible through 2014, a benefit with a value of \$1500 if the employee elects family coverage.

I commend both negotiating teams for agreeing to a hard dollar cap on the taxpayer exposure to health care, however, I do question the value of the cap to the taxpayer at such a high amount. For the cap to kick in, those employees on family coverage would have to see an annual premium of \$22,442, a somewhat unlikely prospect within the next 2 ½ years. Even here, however, there is nothing about HB153 or SB5 that would necessarily reduce the cost of health care significantly, so significant savings over and above what was negotiated in this agreement are by no means guaranteed.

I therefore conclude that the answer to the second of my three questions – are the financial concessions in the agreement significant enough to foreclose on the possibility that waiting a year might yield a better agreement to again be a strong Yes.

The third question for me was – does the fact that we are rolling over the vast majority of the contract for three years represent a concern. As I've stated in the past, there are scores of provisions in this agreement that I would bargain over and perhaps eliminate if I could. The reality, however, is that there is simply no desire on either side of the negotiating table to tackle issues like the length of the school day, length of the school year, seniority, evaluations, sick leave, severance, the 21<sup>st</sup> Century Renewal process, RIF procedures, call back procedures, and literally dozens of smaller issues. Some of these changes may come about through legislation, others may never come, but it is clear that they will not occur simply by virtue of voting down this contract. There are concerns here, but they do not rise to the level of rejecting the contract.

There is but one more issue to discuss. The contract that we approve this evening represents by far the single largest expense in this district. It is logical, therefore, that this contract will be the primary driver for the district's levy cycle moving forward. As part of routine due diligence, I have made inquiries as to the impact that this contract might have on the size of the district's 2012 levy request with an understanding that uncertainties surrounding the state budget and property valuations would make a precise calculation difficult. In 2008, a similar request was met with vast quantities of data. This year, no data was forthcoming and therefore, and I won't speak for anyone but me here, I'm quite literally flying blind as to the impact of approving this expenditure on the Worthington taxpayer. It is fair to say that the impact on the 2012 levy was never a factor in any discussion I was a part of but make no mistake, by approving this agreement, we are also either approving the levys necessary to pay for it or approving spending cuts to negate that requirement. If the cost of this contract, mild as it is, is later found to be unaffordable and significant cuts are required for whatever reason, we have only ourselves to blame, however, that being said, it remains unlikely that we will achieve a better result by waiting.

As to my vote, since all three of my questions that I started these remarks with were satisfied or would not be altered by waiting, I am going to support this contract. I believe that while SB5 might have been a catalyst, the Association is sincere in their desire to stop the steady drip-drip-drip of programmatic declines that Worthington has seen for 10 years now and I very much thank them for doing so. This agreement saves taxpayer dollars over what would normally be spent and it saves district programs and employee jobs. It further allows Dr. Tucker a clean start and gives us time which, if we can find it within ourselves to embrace the future, might allow us to pursue merit pay, enhanced teacher evaluations and differentiated compensation in a way that all of us find acceptable. I very much thank the room for their indulgence.