

**Prepared Notes for Board Meeting (WEA Agreement)**

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When it doubt, go with the sports analogy. Did you ever have the experience of going to an “away” game for your favorite team and you’re sitting there rooting away knowing that you might be the only one in the entire building that sees things the way you do. In some ways, that’s how I feel tonight. We have our administrators, my four colleagues and our teachers all happily describing how we came together as a district and negotiated this agreement while I look at the same document and I see a missed opportunity.

To the relief of all, I’m not going to dissect it and I’m not even going to criticize it. It’s really not that bad as teacher union contracts go. Teachers got some stuff, administrators got some stuff and we have labor peace through 2017 which is a good thing. Even the compensation package is affordable and after years of relative austerity, no one is going to claim that 2% on the base is an outrageously expensive settlement. It is, in virtually every way that matters and with one or two exceptions, a status quo contract, and if that’s what we wanted, it’s certainly mission accomplished.

So let me make just two points, one short and the other a bit of a rant but hey, I’m entitled to one a year. First, as to my vote, this was more or less preordained last September when, during the school board election, we were asked directly in the Columbus Dispatch voters guide what we would do vis-à-vis the practice of step increases. I offered the following in response:

*I favor the use of the strategic compensation model. The purpose of strategic compensation is to advance the goals of the organization. In education, this means using compensation to attract and retain quality teachers. I believe the current model, based primarily on seniority and degrees earned, does a disservice to the students and taxpayers of our district because it removes the ability to use strategic compensation, particularly in hard-to-fill positions. Since step increases are inconsistent with a philosophy of strategic compensation, I would favor an end to the practice. Note that this does not mean that we would pay teachers less, it only means that compensation, moving forward, could be used to advance the educational goals of our district in a way that a lockstep and rigid salary schedule could not. The size of salary increases would be based on what is necessary to further the goals of the district while keeping commitments to our taxpayers.*

I used some subset of this response in a half dozen other venues.

This contract continues the use of a step schedule that is now so old that no member of the administration knows why it is constructed the way it is constructed. To my knowledge, there were no discussions about changing the step schedule, how

compensation could be used more strategically once teachers are already in the district or even if the slope of our schedule was consistent with current recruitment practices. As a result, I cannot keep the implicit promise offered in the response to the questionnaire and still vote for the contract, so I'll be voting no. Criticize all you want, but I really do believe that anyone in elective office should do in June what they promised the previous October.

That's not to say that this agreement doesn't inch further towards the ultimate goal of strategic compensation, although I think the district may have engaged in a bit of hyperbole during its press release on the subject. Clearly, flexibility in number of years awarded and the new retire-rehire provisions will help, but at the end of the day, the vast majority of compensation will still be a one-size-fits-all, every teacher is exactly the same as every other teacher model. I offer one trivial example of how compensation could have been used differently just to illustrate the point. We pay north of 1.2 million dollars compounded each year for step increases and in this coming year, throw in another half million or so for the \$750 stipend for every teacher. Under a strategic compensation model, we could have pooled that money and used it for recruiting, to reward excellence, to encourage innovation, for the retention of teachers who might have been at risk of being recruited by other districts, to define and compensate for a genuine career path for teachers that doesn't necessarily lead to administration or for a myriad of other possible and productive purposes.

So was it a missed opportunity? To the extent that teacher union contracts in the United States fail to reflect the fact that teachers are white collar professionals and both sides had the opportunity to acknowledge this in writing locally, I think it was. What would happen if Worthington had become one of the first school districts in the entire state of Ohio to contractually recognize what clearly exists, that teachers are highly skilled, well trained professionals, and actually mean it.

For one thing, professionals are generally responsible for their own use of time. This contract actually codifies the length of the teacher day at exactly 7 hours and 45 minutes. Now, let's think about that for a second. Why is that in a contract? We know that most teachers don't knock off at exactly 7 hours and 45 minutes. We know that most teachers will not tell a student to get lost because some internal alarm went off. We know that most teachers work as needed at night and on weekends, so why is this in the contract and what happens if it were removed? Would teachers work less? Would administrators demand more? In a professional relationship, it could be reasonably assumed that a teacher will do what is necessary for each student to succeed and for the most part, that's exactly what happens now, so what's the point of codifying a work day of exactly 465 (not 460 and not 470) minutes. Also, in a professional relationship, planning time and collaboration time would come as needed and it would look different for every professional. Why is planning time in the contract? The only logical explanation is that our union is fearful that were it not for the contractual protection, our administration would exploit the staff. Would they? The notion that our administrators would so overburden teachers as to make the job impossible seems silly. Why would they?

Similarly, we have contract provisions talking about how many teachers can take off on a Friday in April, May or June. The only logical explanation for that is that our administration is fearful that on the first sunny day in spring, our teachers would abandon their students en-masse and hit the golf course. This too seems preposterous to me. To me, perhaps naively, our administrators and our teachers are here for the same purpose and for the same goals and will do whatever it takes to achieve those goals.

My point is this. The contract, like every other one in the state, fails to reflect either the true nature of what it means to be a professional educator or what it means to treat teachers as professional educators. While the reality is different, a plain reading of the words of the contract would imply that an adversarial relationship exists that should not exist. We have provisions guarding against excessive vacation days immediately following a holiday. This should be unnecessary. Professionals know when they can safely take time off. We have a brand new clause mandating a 1:1 ratio of teachers to non-teachers on the district's new technology committee. Now, in my opinion, it would be crazy for the administration to not solicit the input of teachers when designing technology, yet, someone on the WEA negotiating team must have believed, in their heart of hearts, that absent a contractual obligation, that's exactly what would happen.

Sure, I'll admit again that I may be naïve here, but I very badly want to see an elevation of the teaching profession in our district, our state and nationally, and blue collar contracts with lockstep compensation and over a hundred pages of micromanaging detail over the working relationship does not help that cause. So, sure, I believe the 2014 contract is a lost opportunity for both sides. I have to believe that if the contract truly reflected the working relationships that I've seen between our teachers and our administration, if the contract truly reflected professional expectations for both our teachers AND our administrators and if the contract evolved into a document that had as its starting point in each article what was best for kids, we could have a Worthington School District that is an even better place to be a teacher, an administrator or a student. I once again thank the room for their patience.