

STRONGSVILLE EDUCATION ASSOCIATION FREQUENTLY ASKED QUESTIONS

QUESTIONS ABOUT TEACHER PAY AND BENEFITS

Does the average Strongsville teacher make \$80,000 or more a year?

No. Most Strongsville teachers do not earn near \$80,000. The Strongsville salary schedule begins with a base salary of \$34,779. This means that a first year teacher earns \$34,779 a year. Salaries do not increase that quickly. It takes 15 years of experience AND a master's degree to earn \$68,916 a year. Again, this is not \$80,000. To earn \$80,000, a teacher would need to have taught for 20 years and have earned a master's degree PLUS an additional 50 graduate credit hours of education beyond a master's. This is a feat few accomplish. The average salary for Strongsville teachers is \$64,540. This amount is reported by ODE for the 2011-12 school year. For 2010-11, the average was \$66,558. For 2009-10, the average was \$67,610.

Are teachers paid while on strike?

No. Teachers are not paid while they are on strike. In addition, they receive no benefits from the district, which means that many teachers and their families are currently without health insurance. Teachers have the option of taking out strike loans however; they must be paid back in full within one year.

Are teachers willing to pay more for their health insurance?

Yes. Teachers are willing to pay more for health insurance. In fact, in the last contract, teachers agreed to \$3 million in concessions. Much of this money was savings in the cost of health care to the district in the 2009-2010 and 2010-2012 contracts. Teachers agreed to a significant increase in their monthly health care contribution and to increases in deductibles. (A teacher with a family plan paid an additional \$1320 in the last contract.) In the most recently proposed contract, the SEA has offered to pay 15 % of their health care coverage.

Is it true that teachers can never be fired?

No. Teachers can easily be fired for cause in Ohio. A common misconception is that people confuse termination with the non-renewal of a contract. Termination is being fired for cause. Non-renewal simply means the district no longer wants to renew your contract. Teachers in the state of Ohio earn a continuing contract after they have taught a certain number of years, earned a master's degree, and received favorable evaluations. Teachers on continuing contracts can be fired; they are just guaranteed due process. Their contract is continuing so it does not expire each year. This is commonly referred to as tenure. The SEA has been proactive in creating language to allow for the removal of ineffective teachers with continuing contracts. Language in our latest proposal allows the district to remove ineffective teachers more easily. Teachers on limited contracts can always be non-renewed for performance as well.

Why is it important to protect teachers with seniority and experience?

Seniority means experience. Experience is important in the classroom. Experience allows teachers to have more knowledge of pacing, classroom management, and curriculum development. Experienced teachers have an easier time adapting to changing curriculum and student needs. The new evaluation system in Ohio makes it easier for districts to dismiss teachers solely because they are expensive. Often, these expensive teachers are

the teachers with experience. With the exception of low-performing teachers who will be rated ineffective, all other teachers in the state are expected to receive Ohio's developing and proficient rating. The system prevents virtually any teacher from being ranked as accomplished. Because these ratings will be based in part on zero stakes testing that students may not take seriously, the teachers want to ensure that they are not unfairly penalized for 50% of an evaluation that they have little control over. Some districts will use this ambiguity to cut teachers based on their salaries rather than their performance. The SEA wants clear definitions of comparable evaluations so that good teachers are protected and kept in the classrooms of children.

Are teachers asking for large raises?

Teachers are not asking for large raises and have not complained about their current pay. The latest proposal by the SEA asks for a 0% increase in the base salary for the next three years. Teachers have asked to have their salary adjustments for experience and education restored from 2011-2012 and maintained going forward. This mostly affects teachers who are newer to the district, as many experienced teachers no longer receive these adjustments. These are often referred to as step increases, and they are mandated for public school districts in Ohio by the Ohio Revised Code (3317.13 Minimal Salary Schedule for Teachers) and are common practice in other areas of the country. We have asked that teachers who do not get a step increase receive a stipend to offset the fact that they have not received a raise in four years.

Have teachers been unwilling to compromise in light of the economic downturn?

Not at all. During the economic downturn, Strongsville teachers have made many concessions. During the last two rounds of negotiations, the SEA spearheaded initiatives to save the district money and help keep it solvent. Teachers gave back over \$3 million to the district in the last two contracts through concessions in pay and benefits. Carl Naso, in a *Strongsville Patch* article, even admitted that the teachers in the last contract saved the district millions of dollars. Teachers agreed to a total salary freeze and step and educational column freezes, and they agreed to pay significantly more for health insurance. Teachers also agreed to increase workloads, requiring them to serve more students and to give up planning time to take on non-teaching duties such as cafeteria duty and hallway supervision, under the promise that this would save the district on personnel costs, which it did not.

Did the Board really renege on its promise to reduce OAPSE positions after teachers gave up planning time to assume OAPSE duties?

Yes, it did. During the negotiations for the 2010-2012 contract, the Board assured teachers that if they gave up conference and planning time to assume non-teaching duties performed by OAPSE, the Board would eliminate excess positions in OAPSE as part of their plan to balance their books. In reality the Board failed to eliminate a single OAPSE employee after the teachers gave up their planning time. This is one of the major sticking points in the current negotiations, as the teachers feel this was a concession that was given on false pretences. It's something teachers would have never agreed to if we had known the Board was going to renege on their half of the agreement. Worse, even though the Board admits they failed to follow through on their part of the agreement, they are adamantly refusing to give the conference and planning time back, and it would cost them nothing.

Are teachers paid for all extra-curricular activities?

Most clubs are advised by teacher volunteers and are unpaid.

Who pays for the additional education teachers pursue?

The state of Ohio requires teachers to take 6-credit hours every five years to renew an Ohio teaching license. All of these hours, including any hours taken towards a master's degree, are paid for by the teacher. They are not reimbursed. Constantly changing state mandates require teachers to pursue additional education and training at their own expense.

BARGAINING QUESTIONS**What is good faith bargaining?**

Ohio Revised Code 4117.01 (G) defines collective bargaining and requires people engaged in collective bargaining to bargain in good faith. When two parties engage in good faith bargaining, they agree to meet at reasonable times and places to negotiate wages, hours, terms, and other conditions of employment. Parties must be bargaining with the intention of reaching an agreement; however, collective bargaining does not mean that either party is compelled to agree to a proposal or to make a concession.

Good faith bargaining involves both parties making their best effort to agree to an effective bargaining process and to consider and respond to proposals made by each other. Collective bargaining requires that both parties bargain in good faith. It is the law.

Has the SEA bargained in good faith?

Absolutely! The SEA has been bargaining with the Board since July in order to reach an agreement and avoid a strike. During those nine months, the SEA has made tremendous movement at the table and has issued numerous comprehensive counter proposals to all of the issues the Board has brought to the table. While we have not reached agreement on all of the Board's issues, we have tried to address them in good faith. In contrast the Board has not addressed any of the items the SEA has in its proposal and has instead issued a Last Best Offer to the SEA. Sadly, this "LBO" is a heads-I-win, tails-you-lose approach to bargaining as it addresses ALL of the Board's needs and NONE of the teacher's issues.

Why did the SEA issue a 10-day strike notice?

The SEA engaged in bargaining for nine months with little success. While the SEA made movement in their own proposals, sometimes countering their own counters, the Board made little to no movement. It was clear that the Board was simply planning to drag negotiations out to eventually issue their Last Best Offer at a time of their choosing. Filing a ten-day strike notice is a requirement that must be fulfilled with SERB in order to strike legally. It is a last resort. We filed it based upon the fact that the Board was not bargaining in good faith and was simply planning to issue a LBO sooner rather than later. That LBO was issued the day before our strike vote.

How does a Last Best Offer work?

The Board of Education issued its Last Best Offer on Saturday, March 2, the day before the strike vote was to happen, costing both parties the ability to bargain for another day. Because the Board issued a Last Best Offer, the SEA had only two choices. They could vote to accept the Board's proposal or they could go on strike. The

Board's action prevented any further bargaining or compromise. LBOs are issued by Boards that are preparing to unilaterally implement a contract. In other words, they issue the LBO and then declare that employees either accept the imposed terms of the LBO or go on strike. We chose to go on strike.

The Board attended the March 2 meeting determined to issue a Last Best Offer, no matter what the teacher proposed contract said. In fact, Board President David Frazee told one of the reporters at the *Sun News* on Friday, March 1, that the Board was going to issue it the following day. In other words, it was planned in advance. The Last Best Offer was not really different than the offer they walked in with, and it appeared shortly after a revised proposal issued by the SEA. Clearly, the Board didn't review this new offer from the SEA before deciding to issue a LBO. Still willing to negotiate in spite of the Board's ultimatum, the SEA sent a counter to the Board's Last Best Offer, but only Richard Micko stuck around to receive it.

The Board has not moved from their Last Best Offer even though teachers have started their third week of the strike.

The SEA did not submit its last best offer on March 2. We are still willing to bargain and work together for a compromise. The proposal the public is seeing was not our final word on what we were willing to accept.

Is the Board negotiating with the SEA?

Since the strike began, the five members of the Board have met only once with the SEA to bargain. They only met once with the SEA prior to the strike and that was on March 2 when they issued their LBO. During the March 17 meeting, the board members sat in a separate room and refused to meet with the SEA. The Board made no movement from the Last Best Offer that they issued on March 2, despite the strike having lasted for two weeks. By contrast, the SEA has made many attempts to work with the Board and end this crisis, even meeting with Mayor Tom Perciak and issuing invitations for a March 16 bargaining session. The Board has made it clear that they will not meet with us under any circumstance.

Doesn't the Board have a team designated to represent them in bargaining?

Yes, they do. Their "team" is made up of Bill Pepple, John Krupinski, Cameron Ryba, Bill Steffen, and Andy Trujillo. Unfortunately, none of the team members have any authority to make a decision. Even John Krupinski is there in an advisory capacity only. The only member of their team controlling the process is their attorney, Bill Pepple, who makes more money off of a strike than he does from a settlement. Until the five Board members start meeting with the SEA team, we will not get a settlement. Their token representatives simply do not have the authority to make decisions or cut a deal to end the strike.

Did the Board really tank a necessary school levy?

Yes, they did! It took the SEA nine months to negotiate the 2010-2012 contract. The biggest sticking point to that settlement was a commitment by the Board to turn the district's finances around. From the beginning, the teachers were willing to make significant concessions but only if the district committed itself to properly funding its programs. Finally, the Board agreed to go on the ballot for 9.9 mills. Once the levy was on the ballot, the SEA agreed to close to \$3 million in concessions.

A few weeks before the election in May, the Board told the public NOT to vote for the levy. Initially they wanted to pull the levy off the ballot, but when it was too late to do so, they scuttled it. At the time, they tried to justify their actions by citing the higher-than-projected tax returns they got from the county. In reality, they knew these returns were going to be higher and used this excuse as political cover. After this, they attempted to put a smaller 6.9 mil levy on the ballot in July. Unfortunately, they had lost all credibility with the voters by then, and the levy failed with 80% of the public voting no. It was the Board's last attempt at new operating money.

Didn't the Board go on the ballot for a Bond issue?

After failing to pass their July operating levy and November renewal, the Board finally passed a renewal in March. After that, the Board decided to spend what little political capital they had left on a bond issue to build a new middle school. To make matters worse, Carl Naso actually told voters that if you pass the bond issue, you will never have to pass another operating levy again. This statement was so irresponsible that even the Board's treasurer at the time, Bill Parkinson, said it was not possible. Nonetheless, the Board continued to make that promise. In the end, the bond issue passed by a razor thin margin. Interestingly, the Board's current treasurer admits that the district will need a new levy moving forward to operate the new buildings.

When was the last time we passed an operating levy?

The last operating levy to pass was in November of 2007. Since then, no new money has been passed by the Board. In the absence of passing a levy, the Board has embraced a business model based upon financing the district on the backs of the staff. Even though there are 100 fewer teachers in the district now than in 2007, the district wants to cut another 39 more teachers. This practice is one of the reasons the SEA is on strike. Death by a thousand cuts will eventually leave the district in shambles, driving those teachers who survive the cuts out of the district. While the Board claims our current proposal is unsustainable, the truth is that the Board's plan to permanently balance their books on the backs of the teachers is unsustainable.

What are the broken promises that the Board has made?

- The Board promised to pass a 9.9 mil levy and then told voters not to vote for it. After they squandered their credibility with this irresponsible decision, they also failed to pass a 6.9 mil levy. After that, they never went on the ballot again for any new money even though they knew they needed it. Instead, they decided to finance the district by cutting teachers in lieu of passing levies.
- The Board chose to put their energy into passing a bond issue, building a campaign on a false promise to never need an operating levy again if the bond issue passed. This was particularly irresponsible since the only way it could ever be true was if the Board planned to balance their budget indefinitely with endless cuts being imposed upon their teachers. This is exactly what they have proposed in their Last Best Offer.
- The Board promised to eliminate excess OAPSE members if we assumed non-instructional duties. After we agreed to assume the duties and to give up planning time, they failed to eliminate a single position. To this day, they refuse to give this valuable conference and planning time back to the teachers.
- The Board promised to exhaust all efforts to join an insurance consortium to reduce their overall insurance costs and then abandoned the process halfway through. Afterwards, they signed up for an insurance plan that was significantly higher in cost than the plans used in surrounding districts.
- The Board promised that if the teachers agreed to all of the cuts we agreed to in 2009-2010 and 2010-2012 contracts, "the raises will come." In reality, all that has come are false promises and endless cuts.

Is the Board making decisions with regard for the future of the district?

The SEA has given back millions in concessions, the enrollment for the district has declined, and the district has even closed a school, yet nothing has changed for our kids. Field trips have not been restored, technology is still lacking, and students are still paying to participate in extra-curricular activities. In fact, in some ways, things are worse. Classrooms are overcrowded and teachers are constantly being cut. This deterioration will have a long-term impact on the quality of the district and the property values in the community.

WORKING CONDITIONS

What is a planning period used for? Is it just free time?

Planning periods are not free time. Teachers have a variety of professional duties and contracted duties that they must complete during their planning time.

Required contracted duties include:

- writing lesson plans, aligning them to state standards, and submitting them to administration
- attending IEP meetings and keeping records to support IEP interventions
- collecting data for AIMS WEB assessments and the Foundations program
- creating and analyzing state-mandated assessments (SLOs)

Professional responsibilities include:

- designing and researching materials to support lessons (Teachers are not given a pre-determined lesson and must develop lessons and supporting materials on their own.)
- communicating with parents, including face-to-face conferences, email responses, and phone calls.
- meeting with students for both academic and personal matters. (Teachers may use this time to tutor students who are having difficulty with the subject matter, help students complete make-up work due to absences, review materials students are submitting to colleges, give retests or interventions, or talk to students about personal problems.)
- put together support materials and bulletin boards
- writing letters of recommendation for colleges, scholarships, and jobs
- collaborating with other teachers on lessons, curriculum, or intervention strategies
- grading papers and entering those grades into the PASS system

FINANCIALS

How much is the district spending on lawyers, substitutes, and Huffmaster?

Since the strike began, the district spends close to \$400,000 a week on the out-of-state security firm Huffmasters, the scab provider Alternative Workforce, the Board's attorney Bill Pepple, and the 200 so-called replacement teachers they hired at \$175 a day.

- The district treasurer says Alternative Workforce, which hires the replacement teachers, was paid nearly \$74,000 through March 8.
- Huffmaster, which provides security, was paid just over \$77,000 through March 8.
- From January 2012 through January 2013, the district paid a law firm just over \$49,000 for negotiation services. The district paid an additional \$40,000 for legal advice and other services during this same time.

- The district has averaged an additional \$200,000 on replacement teachers for each week of the strike.
- That totals nearly \$400,000 just in the first week of the strike.

What is district saving by forcing a strike?

By forcing a strike at the expense of the students, the district is saving somewhere between \$500,000 to \$1 million per week.

The reason the range is so broad is that the district has refused to release all of their financial documents to the SEA. To date the SEA has submitted five public records requests to the Board. The Board has refused to comply with any of them. While ALL of the records requested by the SEA are public records, the Board is paying their lawyer to prevent their release.

Interestingly, these same records were provided without any objection by the Board when Kim Wheeler of WKYC requested them. In fact, the OEA is going to court on behalf of the SEA in order to force the Board to release the full scope of their savings. Until the Board is forced to comply with the law, the full scope of their savings will remain hidden from the public.

Sadly, Board President Dave Frazee acknowledged the strike is saving the district money when he recently stated, "It's true -- every week the teachers stay away, we reduce our spending"

<http://strongsville.patch.com/articles/schools-face-deficit-but-teachers-strike-could-erase-it>

Is the teachers' contract too expensive for the district to afford?

No, the teacher's proposal is NOT too expensive for the district. The Board has the money to certify the teacher's proposal; they just don't want to. In fact, the Board has continually overestimated their expenses and underestimated their revenues for years. In fiscal year 2012, the district ended up having over \$2 million dollars more than they claimed they would have a few months prior to the end of the fiscal year.

Even now, the district is intentionally manipulating their finances by overestimating expenses, underestimating across-the-board revenues, suppressing casino revenue estimates, exaggerating projected insurance increases, downplaying the savings from known retirements, and hiding behind the lowball 93.35% collections rate that the Cuyahoga County Auditor projected for fiscal year 2013.

While the district tried to justify this 93.35% collections rate by blaming potential tax delinquencies and foreclosures, the reality is that the County routinely provides districts with baseline projections that are designed to be lower than actual collections will be. This is traditionally done so that no one gets burned when the fiscal year ends. While most surrounding school treasurers responsibly factor in a higher collection rate than projected in order to have a more honest assessment of finances, the Board's treasurer is unwilling to do so. Interestingly, delinquencies and foreclosures are reportedly down in Cuyahoga County by 25%, and the difference between the lowball collection floor of 93.35% and the equally unlikely 100% collections rate, totals \$1.9 million. As you can see, when the actual collections rate ends up being 2%-3% higher than projected, the district will collect close to \$1 million more in revenue than they are currently projecting.

Sadly, this was the reason the Board used to justify the scuttling of the 9.9 mil levy in 2011. For months they made lowball projections of county revenue in their forecast, and then, when the actual revenues were provided to the district, the Board declared they suddenly had more money than anticipated and told voters not to vote for the levy.

Finally, the Board is saving hundreds of thousands of dollars each week that the strike continues. While the full scope of these savings cannot be fully determined until the Board comes clean with the records, one thing is certain—the Board is reaping a significant cash windfall every day the teachers are on strike and will have “saved” a minimum of well over \$1 million dollars by the start of spring break.

Is it true the Treasurer has annual raises in her current forecast that was created “for negotiations purposes only”?

Yes, that is true. In February Deb Herrmann, the new treasurer, provided a revised 4-Year Forecast (not 5 years) for negotiations purposes only. In that forecast, she projected 1.5% raises for FY2014 and 2% raises for FY 2015, and FY2016. She also allocated \$500,000 per year for merit pay increases. This same forecast also includes the savings from insurance concessions the parties are close to agreement on. It is interesting to note that NONE of the money she is projecting in salaries or incentives has been incorporated into the Board’s LAST Best Offer. Neither the Board nor their “team” has been able to explain this obvious discrepancy.

Why is the Board proposing a three-year contract when the treasurer’s forecast predicts that she can’t certify a three year deal?

The reason for this is simple. The Board knows they have the money. While the treasurer may have her proverbial thumb on the scale in March, the Board knows that once the dust settles and the revenues come in at the end of the fiscal year on June 30, the district will be able to certify a three-year contract. Until then, the Board is going to continue to claim they don’t have the money. *But think about it for a second. If the Board doesn’t have the money, why is their treasurer projecting raises? Why is the Board asking for a longer contract than their treasurer claims they can certify unless they know they will have the money when the fiscal year ends?*

How much has the district spent on administrative raises and bonuses since the economic crash?

While the teachers have taken base, step, and column freezes in their last contract, the administrators have not. The administrators have received over \$400,974 worth of salary increases and bonuses through 2011. The teachers actually removed a bonus from the last contract to save the district money. Teachers previously were given a bonus of \$ 100 based on the state report card results but gave this up in 2011.