

FACT FINDING REPORT  
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
SEPTEMBER 15, 2000

In the Matter of:

The Talawanda City School  
District Board of Education

00-MED-04-0400

and

Talawanda Educators'  
Association

REPORT AND RECOMMENDATIONS OF FACT-FINDER  
TOBIE BRAVERMAN

APPEARANCES

For the Employer:

William M. Deters, II, Attorney  
James Rowan, Treasurer  
Dr. Sue Cobb, Superintendent  
William R. Vollmer, Board President  
Glenn Bailey, Board Member

For the Union:

Diana Herbe, OEA Representative  
Sue Kelly, TEA Representative  
Joan E. Parks, TEA Representative  
Natalie Harund, TEA Representative

## INTRODUCTION

The undersigned was appointed as Fact-Finder by SERB in the matter of the Talawanda Educators' Association (hereinafter referred to as "Union") and the Talawanda City School District Board of Education (hereinafter referred to as "Board") pursuant to OAC 4117-9-5(D) by letter dated June 30, 2000. The parties agreed to extend the deadline for the Fact Finder's Report until September 15, 2000. Hearing was held at McGonigle, Ohio on August 29, 2000. The Union was represented by Diana Herbe, OEA representative, and the Board was represented by William M. Deters, II, Attorney.

## FACTUAL BACKGROUND

The Union and the Board are parties to a Collective Bargaining Agreement covering the School District's non-supervisory certificated personnel, which expired on July 31, 2000. The Union filed a Notice to Negotiate dated March 31, 2000. Thereafter, by letter dated May 2, 2000, the Union proposed that the parties extend the terms of the Agreement for one additional year and reopen to negotiate only on the issue of wages for the 2000-2001 school year. The Board did not respond directly to that proposal, and no bargaining sessions were ever scheduled. As a result, the Union requested mediation by letter dated July 11, 2000, and the parties met with Earl Leonhardt, Jr. on July 26, 2000. Agreement was not reached at that time. The parties did,

however reach agreement in part. The parties agreed upon a revised salary schedule and 3% wage increase for the 2000-2001 year in the event that the levy which will be on the November, 2000 ballot passes. No agreement was reached as to the issue of the reopener and wage increase in the event that the levy fails.

The Talawanda City School District is a public school district located in Butler County, Ohio. Included within the district are the City of Oxford, Riley Township, Oxford Township, Hanover Township and Milford Township. The Board serves approximately 3,500 students and employs 375 individuals, of whom 230 are certificated teachers included within the bargaining unit involved here.

Because Miami University is located within the District, 39% of the real estate within the District is tax exempt. There is very little industry within the District, and it is comprised primarily of University, residential and agricultural property. The last tax levy to pass within the District was in 1988. As a result, the District's tax rate is at 20 mills. The District has been able to survive without the passage of a levy in the last several years as a result of a State of Ohio subsidy for school districts which include more than 10% state exempt real property which began in 1994. At this juncture, however, the District is utilizing its carryover balance to meet its annual budget. The Treasurer predicts that the carryover will be exhausted by the end of the 2002-2003 school year. Two levies were presented on the ballot in 1999, but both failed. A 6.5 mill levy is slated for the

November, 2000 ballot. As a result of the failed 1999 levies, the District implemented \$600,0000 in budget cuts. If the November, 2000 levy fails, the Board has indicated that it will be necessary to make substantial additional budget cuts.

The District's teachers are currently the lowest paid in Butler County, and among the lowest paid area wide. As a result, experienced teachers have been leaving the District for employment in higher paying neighboring Districts. None of the District's employees has received a wage increase, other than step increases, in the current school year. Although the lowest in pay, as a result of contractual language regarding class size and work duties, the teachers within the District have two, rather than the typical one, planning periods per day, have class sizes or overall pupil numbers among the lowest in the county, and are required to spend minimal time doing non-classroom duties such as bus duty, lunchroom duty, and in-school suspension duty.

The parties have agreed upon an updated salary schedule and a 3% wage increase in the event that the November levy passes. The only issue before the Fact-Finder concerns the extent of the contract reopener in the event that the levy does not pass.

#### **ISSUES**

##### **WAGE REOPENER**

##### **Union Position:**

The Union proposes to extend the terms of the current Collective Bargaining Agreement for one year and to reopen negotiations only on the issue of wages.

District Position:

The District proposes that the reopener include wages and contractual language at Article XVIII - Class Size/Aide Time in order to allow a changes in the requirements of the language to permit a possible reduction in force in the number of aides as a source of budget cuts.

Discussion:

The parties do not dispute either the nature or extent of the difficult financial situation in which the Board will find itself in the event that the November, 2000 levy fails. Nor do the parties dispute the fact that the Board's teachers are the lowest paid in all of Butler County, and among the lowest paid in a three county area. Experienced teachers are leaving the District for more lucrative employment elsewhere, to the detriment of the overall quality of education provided to the District's students. Both the Union and the Board are committed to providing a wage increase to teachers to bring them to some semblance of a competitive salary in the event that the levy fails. The dispute here in reality centers upon whether the issue of the contractual requirements regarding teachers' class size, planning time and non-classroom duties which necessitate the employment of approximately 31 educational aides should be part of the reopened wage negotiations.

As noted above, as a result of the language included in the Collective Bargaining Agreement between the parties regarding class size, planning time and non-classroom duties, the Board must employ

a number of educational aides to perform those duties to free up teachers' time. A survey of Butler County school districts demonstrates that only teachers within the Talawanda District have two planning periods per day. All other Districts surveyed have only one. Additionally, the percentage of Educational Aides to certified staff is the highest of the eight Districts surveyed at 11.34%. Class size restrictions for grades K-6 and class load maximums for grades 7-12 are similarly the lowest county wide.

While small classes, additional planning periods and minimal non-teaching duties for teachers are all laudable goals for any school district, in difficult financial times they may have to be sacrificed to some extent in the interest of paying teachers a competitive wage. The testimony at hearing demonstrated that despite the attractive class sizes and additional planning times available to Talawanda teachers, experienced teachers are leaving for higher compensation. The conclusion that higher pay is simply the more important of these two items to teachers seems apparent. While the Board may be able to make cuts in other areas in order to provide wage increases to teachers, in light of the fact that the planning time class sizes and restrictions on non-classroom duties are the most favorable or among the most favorable for teachers county wide, this is a reasonable area for negotiation.

Although this area should be considered for budget cuts in the event of a levy failure, and thus the subject of reopened negotiations for a wage increase, the Board should make every effort to reinstate any changes in the contract language so as to

free up teacher's time for teaching and planning in order to provide the highest quality education to the District's students. The use of aides lost in budget cuts should not be a permanent loss should a later levy pass.

Recommendation:

In light of the foregoing the Fact-Finder recommends that the Collective Bargaining Agreement be extended for one year. In the event that the November levy passes, the salary schedule already agreed upon by the parties as well as a 3% wage increase should be implemented retroactive to the beginning of the 2000-2001 school year. In the event of failure of the levy, the Agreement should be reopened to negotiate a wage increase for teachers. This reopener should also include the terms of Article XVII to the extent that they relate to budget cuts to allow for a wage increase. In the event that changes are made in the terms of Article XVII, the current language will be reinstated as soon as practical in the event of passage of a subsequent tax levy.

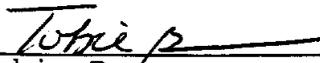
Dated: 9/15/00

Tobie Braverman  
Tobie Braverman, Fact-Finder

**CERTIFICATE OF SERVICE**

The foregoing Report was mailed this 15th day of September, 2000 to William M. Deters, II, Ennis, Roberts & Fischer, 121 W. 9th Street, Cincinnati, Ohio 45202, counsel for Talawanda City School District Board of Education, and to Diana Herbe, OEA

Representative, Triway Uniserv Office, 30 Overbrook Drive, Suite A,  
Monroe, OH 45050, by Certified U.S. mail.

  
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Tobie Braverman