

GRAND FORKS SCHOOL BOARD
TEACHER CONTRACT BARGAINING COMMITTEE
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
MEETING MINUTES
April 29, 2019

A meeting of the Grand Forks School Board Teacher Contract Bargaining Committee was held on Monday, April 29, 2019, at the Mark Sanford Education Center with Amber Flynn presiding.

Board Team Members Present: Doug Carpenter, Amber Flynn, Jacqueline Hoffarth, Shannon Mikula, Dr. Terry Brenner, Scott J. Berge, and Tracy Abentroth.

Board Team Members Absent: None.

GFEA Team Members Present: Melissa Buchhop, Dawn Mord, Penny Tandeski, Amanda Weston Caillier, and Tom Young.

GFEA Team Members Absent: None.

Others Present. Executive Secretary Cindy Johnson.

Call to Order. The meeting was called to order at 5:40 p.m.

Teacher Contract Bargaining Session. GFEA Team Leader Tom Young served as chairperson of this bargaining session.

Approval of Minutes. It was moved by Carpenter and seconded by Buchhop to approve the minutes of April 25, 2019, as written. Motion carried unanimously.

Discussion of Exchanged Topics.

Safety. Young recapped that safety in the classroom is a large, universal issue that needs to be addressed and that the GFEA Team knew district administration was not treating it lightly. He said the GFEA Team recognized that not every aspect of safety was going to be addressed in terms of negotiations but classroom safety conditions come at a cost to the teacher and could be addressed in terms of salary and working conditions. Young distributed

the GFEA Team proposal to add to Article VIII - Workday a new Section 6: Safety that reads as follows:

- A. *Reducing Harm to Teachers.*
1. *When a teacher is absent from school due to injury or trauma from a threat or violence that occurred during employment, the District will pay the teacher's full salary without deduction from sick and/or personal leave. If a teacher qualifies for Workers Compensation as the result of such an incident, the District will supplement the teacher's wages and benefits without deduction from sick and/or personal leave.*
 2. *The District will grant short-term leaves of absences for the teacher to attend medically-necessary appointments related to being injured or traumatized from threat or violence.*
 3. *Teachers that have mental health concerns related to trauma from a threat or violence that occurred during employment would not deplete their family's bank of EAP sessions.*
 4. *Teachers required to attend legal proceedings related to the injury or trauma will be able to attend without deduction from personal leave.*
- B. *Teacher Safety in Policy Making and Training. GFEA will have representation and a stake in the process when a policy is crafted or revised, and when training is provided regarding employment conditions and safety.*
- C. *Replacement of Personal Property. In the event a teacher's personal property (including but not limited to: clothing, teacher-purchased classroom materials, classroom decorations, technology, etc) is damaged or destroyed by a student(s) the District shall reimburse the teacher the cost of replacement per incident.*

The GFEA Team's rationale for this proposal is that "student behaviors are becoming more erratic and teachers are at a higher risk of being injured and/or traumatized along with having their personal property being damaged and/or destroyed. Teachers should not fear for their safety when they report for work. The GFEA Team reports to date they have 38 members who have had to use sick leave or personal leave as a result of student violence in the workplace."

The Board Team's discussion points included:

- How and who determines what is an injury or trauma and a threat or violence?
- The EAP allotment is determined by the provider and is not in the control of the District.
- The jury duty section of the Teacher Negotiated Agreement already includes paid time off for teachers who are subpoenaed as witnesses.
- The number of days not paid by Worker's Compensation is not in the control of the District. The Worker's Compensation provision found in Teacher Negotiated Agreement is School Board Policy 4144.
- How would replacement of personal property be affected in a catastrophe when there may or may not be other protections available? How would the replacement of personal property be affected when it is a teacher's personal choice to bring it to the classroom?
- It is a large liability for the District to sign a blanket statement without being able to estimate a dollar amount for personal property replacement. An inventory process, verification of costs, valuations, depreciation, and tracking process, among other things, would have to be determined.

Flynn discussed her thoughts to have the entire negotiated agreement reviewed by the District's legal counsel to ensure that it was not in conflict legally with state, federal, or School Board policy. Young said that he would not be against the Board contacting legal counsel and reminded the Board Team that the teacher negotiated agreement as a document is a binding, legal agreement.

The Board Team requested a caucus, which was held from 6:28 p.m. to 7:03 p.m. The GFEA Team also caucused. It was moved by Mikula and seconded by Hoffarth to convene into executive session to discuss negotiating strategies as permitted by NDCC sections 15.1-16-22 and 44-04-19.1(9). The executive session was held from 6:30 p.m. to 7:01 p.m.

Hoffarth left the meeting at 6:49 p.m.

Flynn reported that the Board Team would provide its response to the GFEA Team's proposal regarding classroom safety at the next meeting. She also distributed a document that outlines staff and student supports, preventative safety and security measures, and interventions that are currently in place in the District. Young said that the comprehensive list showed there are clearly things being done by the District; however, the GFEA Team had identified gaps for teachers regarding their loss of property.

Benefits. Young distributed the GFEA Team proposal to add to Article V - Leaves of Absence Section 2: Intermediate Term Leaves of Absence a new Section 11. Parental Leave that reads as follows:

A teacher who:

- a. *Is a birth mother shall be granted 30 contract days of paid parental leave.*
- b. *Is a birth father/partner, shall be granted 15 contract days of paid parental leave.*
- c. *Is an adoptive mother or father shall be granted 15 contract days of paid parental leave.*

Birth of a Child(ren)

For the birth of a child, the days will start on the date of delivery and end exactly 30 contract days after the date of delivery, or the end of contracted days, whichever is first. This leave will run concurrently with an approved FMLA leave taken for the event.

A pregnant teacher will provide, at the time of the leave application, a statement indicating the expected date of delivery.

If a physician recommends that recovery needs to be extended beyond the 30 parental leave

day, a teacher may use their available sick leave to continue recovery.

Adoption of a Child(ren)

For the adoption of a child, the parental leave will start on the date that the parent receives custody of the child and end exactly 15 contract days after receiving custody.

The GFEA Team’s proposal would replace Article VII - Benefits Section 3: Income Protection and Sick Leave Provision C.

The GFEA Team’s rationale for this proposal is “currently female teachers who have worked less than six years in the district may not have accumulated enough sick leave to cover a six-week leave. This can result in both lost wages and no sick days to use should they become ill once they return to work. Additionally, male teachers who become parents have a maximum of 6 family illness days and between 2 to 6 days of personal leave to use for the birth of their child. We believe that this new leave would assist and support new parent relationships, as well as help to attract and retain high-quality teachers.”

Mord explained the GFEA Team’s desegregated version of the maternity leave analysis that was previously provided as information by Abentroth.

Flynn reported that the Board Team would try to have a response to the GFEA Team’s benefits proposal at the next meeting.

Meeting Schedule. The next meeting is on Monday, May 6 at 5:30 p.m. at the Mark Sanford Education Center. Agenda topics for this meeting were not discussed. Both teams agreed that it would be acceptable for either team to meet with one member absent. Another meeting is scheduled for Tuesday, May 14 at 5:30 p.m. Additional meetings were scheduled on Monday, June 3 at 5:30 p.m., Tuesday, June 11 at 5:00 p.m., and Tuesday, June 18 at 5:00 p.m. Flynn will chair the next meeting.

Adjourn. There being no further business, the meeting was adjourned at 7:36 p.m.

APPROVED _____
(Date)

Amber Flynn, Committee Chair and Board Team Leader

Tom Young, GFEA Team Leader