

**GRAND FORKS SCHOOL BOARD  
TEACHER CONTRACT BARGAINING COMMITTEE  
GRAND FORKS PUBLIC SCHOOL DISTRICT #1  
MEETING MINUTES  
May 6, 2019**

A meeting of the Grand Forks School Board Teacher Contract Bargaining Committee was held on Monday, May 6, 2019, at the Mark Sanford Education Center with Shannon Mikula 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 5:32 p.m.

**Teacher Contract Bargaining Session.** Board Team Member Shannon Mikula served as chairperson of this bargaining session.

**Approval of Minutes.** A correction was requested to strike "...go against..." and insert "be against the board contacting..." on the bottom of page two, column one so that the sentence reads, "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." It was moved by Young and seconded by Carpenter to approve the minutes of April 29, 2019, as corrected. Motion carried with all voting members present voting aye. Absent: Flynn.

**Discussion of Exchanged Topics.**

**Benefits.** Abentroth reported that Hays Companies completed the Teacher Benefits and Leave Package Study. She said that everyone on the study committee was part of the negotiations committee except for two individuals. She asked if the teams were receptive to inviting the two individuals to the May 14 negotiations meeting and having Hays Companies present their report to everyone via telephone.

The GFEA Team responded that it did not align with what the committee was going to do.

Flynn joined the meeting at 5:37 p.m.

Young said the conversation on the study was better suited for the committee.

Mord explained that in past practice, the committee would hear the information and bring a recommendation, if any, to the group.

Mikula explained that it would be a presentation of information and that it would not preclude the committee from putting together the best option and bringing that forward. She said that whatever happens there [in committee] would have an effect on the conversation here [in negotiations] and that she wanted to hear the presentation before responding to any proposal. Young said he did not want the lack of study information to prevent conversation at the bargaining table.

Both teams requested a caucus at 5:41 p.m. The GFEA Team caucus ended at 5:59 p.m.

It was moved by Mikula and seconded by Carpenter to convene into executive session to discuss negotiating strategies as permitted by NDCC sections 15.1-16-22 and 44-04-19.1(9). Motion carried unanimously. The executive session was held from 5:43 p.m. to 6:21 p.m.

Weston Caillier reported that the Memorandum of Understanding related to the teacher benefits and leave study does not say that the Study Committee has to report. She said that if the Board Team was relying on the study consultant for their research and the research

was not yet ready, then it is not ready. Weston Caillier said the GFEA Team is ready and feels it is time to start negotiating, which they would like to do at this meeting.

Flynn explained that the Board Team did not have a response on the GFEA Team's proposal for parental leave. In caucus, the Board Team suggested a conference meeting with Hays during which both teams could ask questions and the Study Committee could have separate conversations. The Board Team would like to have the consultant's information.

Carpenter said the information is needed to have discussions in order to identify the teachers' entire leave package so that the Board Team could understand if there needed to be enhancements and advancements and if any, in what ways.

Young said he did not think it was appropriate to hold up the negotiating process because the Board Team was not ready.

Mord asked if the Board Team was still recommending that everyone hear the information instead of negotiating.

Flynn responded by asking if the GFEA Team was concerned about having the committee meeting to hear the information, what harm would be done if the committee and negotiating teams hear the information jointly and still have the committee bring back any recommendations.

Hoffarth reiterated that the study and data were finished. She expressed her confusion about the GFEA Team not wanting everyone to hear the information so that together it could be figured out.

Young said that not all of the information the Study Committee came up with is something that the GFEA Team will engage in and that trying to desegregate what resides in the negotiated agreement and what resides in district policy is not a wise use of the negotiating teams' time.

Safety. Flynn handed out the Board Team's response to the GFEA Team's safety proposal, which is attached as a part of the minutes.

Young said that the GFEA Team needed time to study the offer in order to have an informed discussion about it.

Flynn said that the Board Team was not addressing the sick leave and personal property

portion of the GFEA Team's safety proposal at this time. The reason, in part, was that the Board Team just learned about Senate Concurrent Resolution No. 4004 which directs the Legislative Management to consider studying the impact of students who experience behavioral health crisis or who engage in intense and aggressive behavior for communication purposes, both of which result in behaviors that make learning environments unsafe for other students, teachers, and other school personnel, and the need to implement a uniform reporting system.

Young said he was skeptical that the results of this study would be productive at the bargaining table and that he was disappointed the Board Team was not looking at the monetary loss teachers are experiencing.

The Board Team spoke about the difficulties in instituting the personal property piece and their concern about making a broad, blanket statement related to the loss of personal property.

Young suggested the Board Team's response could be that the District would reimburse the loss of personal property to an established cap amount.

Hoffarth said the safety proposal did not necessarily reflect the culture of the school or the safety of staff. Instead, it reimbursed incidents with a monetary giveback. She said the Board Team is committed to providing safe learning and work environments for all, but the priority may not be a monetary reimbursement.

Young said that the GFEA Team brought ideas that they believe would recruit and retain teachers and improve working conditions. He said the negotiations agreement is all about money and that it was hard to negotiate policy and procedures, but they could talk about compensating the teachers' time. He acknowledged that a culture change was needed, but in the meantime, teachers are experiencing loss.

Buchhop left the meeting at 7:03 p.m.

Flynn said that she could not ethically commit to a blanket policy because she felt it was the wrong direction to go at this time. She would rather spend more energy and dollars to figure out what the issues are that can be fixed and provide help after that.

Young said that the GFEA Team is deeply concerned about the larger issue and knew that it would be addressed regardless of what happened at the negotiations table.

The GFEA Team then distributed proposals and rationale related to teacher preparation time, salary schedule, contract language cleanup, shared teacher travel pay, Grand Forks Air Force Base stipend, and health insurance, which are attached as a part of the minutes.

The Board Team asked clarifying questions about the proposals but did not offer a response at this time.

Meeting Schedule. The next meeting is on Tuesday, May 14.

Attempts will be made to schedule a meeting of the Teacher Benefits & Leave Study Committee, which anyone else may attend if they wish.

The GFEA Team requested future meetings be more discussion and less caucus. Both teams discussed barriers to their team's meeting schedule.

The May 14 negotiation meeting will begin at 6:00 p.m.

**Adjourn.** There being no further business, the meeting was adjourned at 7:56 p.m.

APPROVED \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Shannon Mikula, Committee Chair

\_\_\_\_\_  
Amber Flynn, Board Team Leader

\_\_\_\_\_  
Tom Young, GFEA Team Leader

## I. Study Committee in 2019-2020.

The School Board will undertake through committee a study which compliments and supports the purpose and objectives of Senate Concurrent Resolution No. 4004, adopted by the Sixty-Sixth Legislative Assembly of North Dakota. GFEA will have representation on the committee, additional committee membership will consist of representatives from each school in the District, administrators and staff having responsibility for the reporting or disciplinary processes, and other relevant members as determined by the Superintendent. The committee will initially review all current reports, data, reporting practices, and other relevant policies and procedures.

Rationale: Teachers, administrators, teaching support staff, staff and students deserve and have a right to teach and work in a safe school workplace environment. The District is committed to improve the workplace and learning environment for all teachers, administrators, teaching support staff, staff and students. As such teachers, administrators, teaching support staff, staff and students deserve effective solutions and proactive resolutions which reduce the occurrence of classroom and instructional disruptions caused by students who experience behavioral health crisis or engagement in intense aggressive behavior for communication purposes. Effective solutions and proactive resolutions require accurate and reliable data regarding the incidences, antecedents, resolutions, frequency, and other pertinent data. Accurate and reliable data such as the types of incidences, antecedents, resolutions, frequency, circumstances, including if the incident occurred during a regulated or nonregulated event, and other pertinent data generally is not available, not accurately reported, and not consistently reported from school to school.

**Sixty-sixth Legislative Assembly of North Dakota  
In Regular Session Commencing Thursday, January 3, 2019**

SENATE CONCURRENT RESOLUTION NO. 4004  
(Senators Oban, Davison, Holmberg)  
(Representatives Hanson, Pyle, Schreiber-Beck)

A concurrent resolution directing the Legislative Management to consider studying the impact of students who experience behavioral health crisis or who engage in intense and aggressive behavior for communication purposes, both of which result in behaviors that make learning environments unsafe for other students, teachers, and other school personnel, and the need to implement a uniform reporting system.

**WHEREAS**, all North Dakota students deserve and have the right to attend and participate in educational experiences in a safe school environment; and

**WHEREAS**, all North Dakota teachers, administrators, instructional support staff, student transportation personnel, and facility and food service staff deserve and have the right to teach and work in a safe school workplace environment; and

**WHEREAS**, behavioral health crisis or engagement in intense and aggressive behavior for communication purposes can result in incidences of assault, simple assault, aggravated assault, serious bodily injury, other violent behavior, and altercations such as hitting, kicking, biting, spitting, throwing objects, destruction of classroom furniture or materials, extreme profane vocal outbursts, and threats of violence occur in schools across the state; and

**WHEREAS**, students who experience behavioral health crisis or engagement in intense and aggressive behavior for communication purposes deserve effective and up-to-date screening, assessment, and treatment strategies to address their needs; and

**WHEREAS**, school environments free from classroom and instructional disruptions support meaningful interaction and maximum educational experience and student success; and

**WHEREAS**, accurate and reliable data such as the types of incidences, antecedents, resolutions, frequency, demographic data about the student, circumstances, including if the incident occurred during a regulated or nonregulated event, eligibility for special education, and other pertinent data generally is not available, not accurately reported, and not consistently reported from school to school;

**NOW, THEREFORE, BE IT RESOLVED BY THE SENATE OF NORTH DAKOTA, THE HOUSE OF REPRESENTATIVES CONCURRING THEREIN:**

That the Legislative Management consider studying the impact of students who experience behavioral health crisis or who engage in intense and aggressive behavior for communication purposes, both of which result in behaviors that make learning environments unsafe for other students, teachers, and other school personnel, and the need to implement a uniform reporting system; and

**BE IT FURTHER RESOLVED**, that the Legislative Management report its findings and recommendations, together with any legislation required to implement the recommendation, to the Sixty-seventh Legislative Assembly.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
Chief Clerk of the House

Filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary of State

**Proposed addition to Article VIII, Section 3: Teacher Preparation Time:**

**Section 3: Teacher Preparation Time**

**E. Parent-Teacher Conferences and Reporting Periods**

1. No district or building level meetings/training will be scheduled outside the student contact day the week prior to and the week(s) in which teachers are conducting evening parent-teacher conferences.
2. No district or building-level meetings/training will be scheduled outside the student contact day the 5 school days preceding the due date of student progress reports. This time shall be reserved for teachers to complete reporting documents. Additionally, at the elementary level, an early-release day will be scheduled during the last week of the first two reporting periods, strictly reserved for teachers to prepare student progress reports.

**Rationale:**

GFEA requested this language be added to the negotiated agreement during the 2015 bargaining sessions. At that time GFEA removed the proposal with the understanding that there would be an effort to implement blackout dates uniformly across the district.

While a district blackout calendar was created for the 2015-16 school year, fidelity to the blackout calendar has eroded over time. Adhering to predictable and adequate blackout dates from year-to-year and building-to-building will be more consistent if the dates are outlined in the negotiated agreement.

History of Blackout Dates since 2015-16

2015-2016

41 Elementary Blackout Days, 41 Middle School Blackout Days, 33 High School Days

2016-2017

37 Elementary Blackout Days, 36 Middle School Blackout Days, 27 High School Days

2017-2018

28 Elementary Blackout Days, 19 Middle School Blackout Days, 19 High School Days

2018-2019

22 Elementary Blackout Days, 16 Middle School Blackout Days, 16 High School Days

**Proposed new section 2 under Article II - SALARY SCHEDULE:**

**ARTICLE II - SALARY SCHEDULE**

**Section 1: Basic Salary - Regular School Year (Revised 2018)**

The basic salaries of teachers covered by this Agreement are set forth in Appendices A-1 as attached and incorporated in this Agreement. Appendix A-1 shall be the salary schedule in effect during the 2018-2019 contract year.

**(NEW) Section 2 – Step advancement**

All teachers as identified in Article 1 Section 1E will advance one step on the salary schedule each year except for the following:

1. Those teachers covered under Article V, Section 1-1 (Educational Training and Other Professional Growth Experiences)
2. Those teachers covered under Article V, Section 1-2 (Health Restoration)
3. Those teachers covered under Article V, Section 1-3 (Child Care Leave)

**Rationale:**

Step advancements represent the added value of a teacher due to a year of growth from experience and professional development. This year of growth needs to be recognized annually.

## Proposed editing of Article II

- Edit and move the Current Article X into Article II as section 3, and the following sections renumbered.

### ARTICLE II - SALARY SCHEDULE

#### Section 3 – Credit For Recognition Of Experience

A. Teachers new to Grand Forks Schools and those desiring a change in salary classification must file an official transcript of credits in the Office of the Superintendent.

B. (Revised 2015)

~~Credit for teaching experience prior to entering the Grand Forks Schools shall not exceed eleven (11) years on the salary schedule. When determining the placement of a new teacher on the salary schedule, the district will recognize up to eleven (11) years of teaching experience gained only at an accredited K-12 educational institution prior to entering the Grand Forks Schools. (full years only will be considered). In special fields wherein qualified candidates are in demand, additional credit for actual teaching experience may be granted by special permission of the school board.~~

C. Teachers previously employed in the Grand Forks Public Schools who are reemployed may be granted the same number of years of experience ~~credit~~ on the salary schedule as allowed the last year taught in this school district, and may be advanced to the next step of experience ~~credit~~ provided that the final year of teaching was a full school year (180 days minimum).

D. (Revised 2018)

The district will recognize the year(s) of resident intern work with the Grand Forks Schools as year(s) of experience when determining the placement of a new teacher on the teacher salary schedule. This applies only to new teachers who were resident interns in the 2002-03 school year and after. Resident intern experience in a different school district will not be counted as a year of experience.

#### **Section 2 4: Lane Changes** (Revised 2013)

Only college or university credits, which are graduate level credits (numbered 500 or above) or part of an approved graduate program, may be used for horizontal movement on the salary schedule. These credits must be in coursework or subject areas that are directly applicable to the field of education. Credits will be counted on a semester basis. Quarter credits will be converted to semester credits as follows: 1 quarter credit = 2/3 semester credit. Only credits earned after the completion of a Masters degree will be counted in qualifying for horizontal movement from the MA/MS lane.

Lane change procedure:

1. Lane change request forms must be submitted to the Human Resources Office no later than September 1.
2. Official transcripts showing credits earned must be submitted with the lane change

form.

3. Transcripts will be reviewed by the Human Resources Manager and if approved, a revised contract will be issued and a salary adjustment will be made on the September 15 paycheck.

4. If the issuance of summer session grade transcripts is delayed or the course has not yet been recorded on a transcript by September 1, the teacher must still submit the lane change form by September 1 and official transcripts must be received in the Human Resources Office by October 1. In this case, the salary adjustment will be made on the October 15 paycheck retroactive to the start of the contract year.

**Section 3 5: Special Provision: Part-time Teachers (Revised 2007)**

For placement on the salary schedule, part-time (less than 100% contract) teachers will be granted one step for each year of employment in the Grand Forks Public School District regardless of the percentage of employment beginning July 1, 1989. However, when part-time teachers are placed in full-time employment, their full-time equivalent years of experience will be calculated and placement on the salary schedule in full-time employment will be at the nearest lower step.

**Section 4-6: Summer Work (Revised 2017)**

The salary for teachers employed by the district for summer work shall be paid according to the following schedule:

For the 2018-2019 School Year:

Years of Experience\* Teachers with BA Teachers with MA

0-5 \$23.00 \$24.00

6-10 \$25.00 \$26.00

11+ \$29.00 \$30.00

\*This includes all the years, up to eleven, that a teacher may bring from other districts plus the actual years of experience in the Grand Forks Public Schools as of June 1 of the current year.

**Section 5 7: Curriculum Writing (Revised 2017)**

The hourly salary for teachers employed by the district for curriculum writing shall be \$25.00 per hour for the 2018-2019 school year.

**Rational:**

1. The current language needs clarification regarding what type of experience will be recognized when placing new teachers on the salary schedule. For example, teachers have not had their post-secondary teaching experience recognized while new teachers entering with a Transition To Teaching license have had other work experience recognized as teaching experience.
2. The last sentence in Section 3, B above is in conflict with Article XI, Section 3 Individual Contracts.

**Proposed change under Article VII, Section 4:**

**Article VII: Section 6: Shared-Teacher Travel Pay**

Teachers who are assigned to more than one building per day will receive the shared-teacher travel pay. The amount is ~~\$2.50~~ \$3.00 per stop per day.

**Rationale:**

Teachers that travel between buildings have an additional financial burden due to the additional mileage they incur. Every year, there is an increase in vehicle, maintenance, and insurance costs.

## Proposed change under Article VII, Section 4.

### Section 4: Grand Forks Air Force Base Stipend (Revised 2011)

The board will pay a stipend of \$1,200 for teachers employed at the Air Base schools that do not live on base.

- A. Teachers employed at the Air Base schools, that do not live on base, will be paid a stipend based on the following computation: (180 days x 26 miles x state mileage rate on July 1st of the current school year).
- B. Teachers employed at the Air Base schools under athletic extracurricular contracts shall receive an additional stipend of \$10.00 per week for the length of said extracurricular contract.
- C. The board will reimburse teachers up to ~~\$50.00~~ \$100 for towing costs incurred while driving to and from the Air Base. The towing costs must be the result of road or weather-related incidents.

### Rationale:

Section 4A: Teachers that are employed at the Air Base have an additional financial burden due to the additional mileage they incur driving to the Air Base. Every year, there is an increase in vehicle, maintenance, and insurance costs. The district has previously acknowledged the inconvenience of: the Air Base being out of town, obtaining additional documentation to enter the Air Base, and going through the security gate.

1995	\$750
1999	\$750
2001	\$900
2002	\$1000
2009	\$1100
2010	\$1200

Section 4C: Towing reimbursement rate has not increased since at least 1995. GFEA proposes this increase due to increased towing rates over the past twenty years.

**Proposed change to Article VII- BENEFITS:**

**Article VII- BENEFITS**

**Section 1: Health Insurance**

3. The school district will contribute ~~78%~~ 90% and the employees ~~22%~~ 10% of the health insurance plan costs. All monies paid by current employees and retired plan members will be contributed to the plan's revenues.
  
6. If a financial shortfall is projected to occur and plan revenues are projected to not be adequate to pay plan expenses in any given fiscal year (July 1 through June 30), the committee will recommend to cover the projected deficit through a ~~78%~~ 90% assessment to the school district and a ~~22%~~ 10% assessment to the employees as defined by item number four (4).

**Rationale:**

To offset the increasing cost of insurance premiums and in order to provide a benefits package that is closer to other districts.

**Proposed changes to the salary schedule matrix:**

\*All salary proposals are made with the assumption that steps for experience and lane changes for credits earned will be honored.

- 1) In the 2019-2020 school year, a 3.0% increase will be added to every cell based on the salary schedule in the 2018-2019 Teacher Negotiated Agreement.
  
- 2) In the 2020-2021 school year, a 5.0% increase will be added to every cell based on the 2019-2020 salary schedule.

**Rationale:**

The Teacher Negotiated Agreement Preamble states, "...the welfare of the children of the Grand Forks School District is paramount in the operation of the schools and will be promoted by both parties." Excellent teachers are the most integral factor in student learning and success. Highly effective teachers will seek and continue employment where they are appropriately compensated, so it is essential to have a salary schedule that does this. Current salary schedule comparisons show that Grand Forks lags behind other large districts such as Bismarck, Fargo, Minot, and West Fargo in starting pay, salary schedule maximums, and career earnings. By increasing each cell in the salary schedule equitably we will create a salary schedule that will both attract and retain high-quality teachers, as well as begin to reclaim the school district's position as a leader in starting pay, yearly compensation, and career earnings.

## Benefits Comparison

	Grand Forks		Bismarck		Fargo		West Fargo		Minot		<u>WF Total</u> <u>Prem</u>	<u>Minot Tot</u> <u>Prem</u>
	Employee	Employer	Employee	Employer	Employee	Employer	Employee	Employer	Employee	Employer		
Health Insurance (Single)	22.00%	78.00%	0.00%	100.00%	20.00%	80.00%	15.00%	85.00%	4.70%	95.30%	\$600.74	\$729.28
Health Insurance ( Single Plus Dependent)	22.00%	78.00%	0.00%	100.00%	25.00%	75.00%	15.00%	85.00%	5.50%	94.50%	\$1,050.20	\$1,271.33
Health Insurance (Family)	22.00%	78.00%	32.24%	67.76%	30.00%	70.00%	25.00%	75.00%	10.70%	89.30%	\$1,561.76	\$1,872.52
Dental Insurance (Single)	100.00%	0.00%	38.63%	61.37%	40.00%	60.00%	0.00%	100%	100.00%	0.00%		
Dental Insurance (Family)	100.00%	0.00%	53.57%	46.43%	40.00%	60.00%	* See Notes		100.00%	0.00%		
Vision Insurance (Single)	100.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100%	N/A	N/A		
Vision Insurance (Family)	100.00%	0.00%	38.18%	61.82%	100.00%	0.00%	See Notes		N/A	N/A		
Health Insurance Deductible (Single)	\$1,000		\$0		\$750		\$100		\$250			
Health Insurance Deductible (Single Plus Dependent)	\$1,500		\$0		\$1,000		\$150		\$375			
Health Insurance Deductible (Family)	\$2,000		\$0		\$1,500		\$200		\$500			
Health Insurance Out of Pocket Max (Single)	\$3,000		\$1,000		\$3,000		\$1,100		\$1,000			
Health Insurance Out of Pocket Max (Single Plus Dependent)	\$4,500		\$1,500		\$4,000		\$1,650		\$1,500			
Health Insurance Out of Pocket Max (Family)	\$6,000		\$2,000		\$5,000		\$2,200		\$2,000			

\*West Fargo pays Vision and Dental single premium amount toward a family plan and employee pays the balance

West Fargo & Minot also have high deductible plans

GFEA Team

**Salary Schedule Benchmarks for 2018-2019**

<b>District</b>	<b>BA Base</b>	<b>Rank</b>	<b>Salary Schedule Max</b>	<b>Rank</b>	<b>Lanes</b>	<b>Years</b>
Bismarck	\$45,900	1	\$84,806	1	9	25
Minot	\$42,488	2	\$78,079	4	8	15
West Fargo	\$42,050	3	\$84,366	2	6	28
Fargo	\$41,532	4	\$82,934	3	8	18
Grand Forks	\$41,200	5	\$77,504	5	8	25