

**GRAND FORKS SCHOOL BOARD
TEACHER CONTRACT BARGAINING COMMITTEE
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
MEETING MINUTES
May 14, 2019**

A meeting of the Grand Forks School Board Teacher Contract Bargaining Committee was held on Tuesday, May 14, 2019, at the Mark Sanford Education Center with Amber Flynn presiding.

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

Board Team Members Absent: Shannon Mikula.

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

GFEA Team Members Absent: Amanda Weston Caillier.

Others Present. Executive Secretary Cindy Johnson.

Call to Order. The meeting was called to order at 6:03 p.m.

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

Approval of Minutes. A correction was requested to identify Weston Caillier rather than Buchhop as the individual speaking during the "Benefits" discussion. It was moved by Hoffarth and seconded by Buchhop to approve the minutes of May 6, 2019, as corrected. Motion carried with all voting members present voting aye. Absent: Mikula and Weston Caillier.

Discussion of Exchanged Topics - Compensation, Benefits, Safety, Miscellaneous, Goal to Compensatory Top Tier School District. Board Team Member Flynn reported the following:

- **Parental Leave.** The Board Team did not have a response to the GFEA Team's proposals for parental leave yet.
- **Salary Schedule.** The Board Team did not have a response to the GFEA Team's proposal for changes to the salary schedule yet.
- **Parent-Teacher Conferences and Reporting Periods (Blackout Dates):** The Board Team rejected the GFEA Team's proposal and proposed a counteroffer that the school board will task the Superintendent, via the District Calendar Committee, to identify a minimum of 16 and a maximum of 22 blackout dates each school year, days that would be agreed upon by the District Calendar Committee representatives. It is noted that the actual Parent-Teacher Conference Days are days above and beyond the minimum/maximum illustrated above. This concept becomes an administrative procedure rather than a negotiated item. The full text of the Board Team's counteroffer and rationale is attached hereto.
- **Credit for Experience:** The Board Team rejected the GFEA Team proposal. The full text of the Board Team's rejection and rationale is attached hereto.
- **Shared-Teacher Travel Pay:** The Board Team agreed to the GFEA Team's proposal to increase the per-stop-per-day amount to \$3.00.
- **Grand Forks Air Force Base Stipend.** The Board Team rejected the GFEA Team's proposal that teachers who do not live on base will be paid a stipend based on a formula and proposed a counteroffer to increase the Grand Forks Air Force Base stipend to \$1,500 per year, which is a \$300 increase from the present stipend. Berge said that the IRS only allows mileage to be paid after the employee reaches their

employment. Miles to and from work are not reimbursable mileage. The full text of the Board Team's counteroffer and rationale is attached hereto. The Board Team agreed to the GFEA Team's proposal to increase the reimbursement for towing costs while driving to and from the Air Base that are a result of road or weather-related incidents to up to \$100.

- Health Insurance. The Board Team rejected the GFEA Team's proposal. The full text of the Board Team's rejection and rationale is attached hereto.

Safety. GFEA Team Member Buchhop distributed a counterproposal to the Board Team's counteroffer regarding safety. The full text of the GFEA Team's counterproposal and rationale is attached hereto. Young said that the GFEA Team did not think it was a good idea to use sick leave to recover from a workplace injury. He acknowledged that the issue of volatile students in the classroom would not be solved through the negotiated agreement, but the counterproposal addresses steps teachers are taking to protect other children and the cost they are experiencing in taking that stance.

Both teams requested a caucus at 6:38 p.m. It was moved by Hoffarth 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). The executive session was held from 6:45 p.m. to 7:31 p.m.

Blackout Dates. GFEA Team Member Young explained the genesis of the teacher's concern about blackout dates. He asked how administrative concerns about this topic take precedence over teachers' concerns. He also questioned whether determining blackout dates was the district calendar committee's mandate and noted that that committee did not have any teacher representation. Young said that the GFEA Team was still interested in seeing something written into the agreement so that it is enshrined and has consistency at all buildings and at all levels. GFEA Team Member Mord said that the Board Team's counteroffer did not address predictability and adequate time for

teachers to prepare during their busy times of the year.

Credit for Experience. Young said that, at a minimum, the GFEA Team would like to see the words 'credits for' changed to 'recognition of'. He clarified that the GFEA Team wanted a teacher's teaching experience recognized rather than giving credit for something and that if someone did not have any teaching experience, the individual should be placed at the beginning of the salary schedule. He clarified that the GFEA Team was not saying an individual should not become a teacher or enter the classroom; rather they were saying that the individual should not be credited with teaching experience. Board Team Member Hoffarth said the issue was the reality of the workforce and difficulty in filling some positions.

Flynn reported the following:

- Salary Schedule - Step Advancement. The Board Team rejected the GFEA Team's proposal on step advancement and proposed a counteroffer to add the following language that is currently in the Educational Training and Other Professional Growth Experience provision to the Health Restoration and Child Care Leave provisions: *"Teachers returning from a leave will assume an experience position on the salary schedule corresponding to their position at the time the leave commences."* The Board Team's rationale is to provide consistency and that they did not want a guaranteed step every year in the negotiated agreement because it would depend upon the District's financial status.
- Salary Schedule. The Board Team rejected the GFEA Team's proposal for changes to the salary schedule matrix and proposed a counteroffer to use the TFFR Model with the District paying 100% of employee contributions and reducing employee salary by the amount of employee TFFR contributions with a 2% increase added to the adjusted TFFR salary schedule in the 2019-2020 school year and a 2% increase added to the adjusted TFFR salary schedule in the 2020-2021 school year. The full text of

the Board Team’s counteroffer and rationale is attached hereto. Flynn said that with the step increases and savings to each employee’s pocket, the actual increase is 4.8% in Year 1 and 4.7% in Year 2 for a two-year total increase of 9.6% Flynn said that this is the Board Team’s top offer and is considered a move toward being a top tier school district. She explained that according to information at the Department of Public Instruction, looking at salary and benefits per student, Grand Forks pays the highest of all districts, yet, Grand Forks’ property tax revenue is one of the lowest, something that the Board Team is trying as best as they can to balance.

Tom Young, GFEA Team Leader

Berge provided information on TFFR Employer Models for payment of member contributions on a tax-deferred basis and a comparison of the Districts current model versus the proposed TFFR model based on a \$55,000 salary. He said that if the District were to go to the proposed TFFR model, all employee groups that are eligible for TFFR would have to agree. With the District paying the entire amount of TFFR, the taxable wage is lower and extra money would be put in the teachers’ pockets. In the \$55,000 salary comparison, everything worked out to be the same except the social security wages and social security taxes. Buchhop asked if the proposal could be laid out like West Fargo’s system for comparison before the next meeting. Berge will provide that information.

Meeting Schedule. The next meeting is on Monday, June 3 at 5:30 p.m. Flynn will chair the meeting and the agenda will remain the same.

Adjourn. There being no further business, the meeting was adjourned at 8:38 p.m.

APPROVED _____
(Date)

Amber Flynn, Committee Chair and Board Team Leader

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Article VIII, Section 3: Teacher Preparation Time

E. Parent-Teacher Conferences and Reporting Periods

Blackout Dates

Proposal Rejected with Counterproposal

The school board recognizes the need for uninterrupted after school time to be allocated as it relates to busy times of the school year such as Parent-Teacher Conferences, Quarterly, Semester and Trimester reporting periods. The school board respectfully declines GFEA's position to include Blackout dates in the Negotiated Agreement, however, the school board will task the Superintendent, via the District Calendar Committee, to identify a minimum of 16 and a maximum of 22 Blackout dates each school year, days that would be agreed upon by the District Calendar Committee representatives. It is noted that the actual Parent-Teacher Conference Days are days above and beyond the minimum/maximum illustrated above. This concept becomes an administrative procedure rather than a negotiated item.

Rationale:

When this concept was first introduced, it was the District's recognition of busy work times throughout the school year, that is, after school time that teachers needed in preparation for Parent-Teacher Conferences, Quarterly, Semester and Trimester reporting periods. The composite number of days set aside created some unintended consequences for principals relative to scheduling time with teachers either individually, in small group, or as an entire staff. Thus, feedback from building leaders was a request to reduce the number of Blackout dates to something more manageable.

Article II: Salary Schedule

Section 3-Credit for Experience

Proposal Rejected

B. GFEA is proposing that "...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." While the District supports this from a philosophical perspective, pragmatics do not support this position. The school board does concede, however, that a matrix should be developed relative to where alternative licensed teachers, with life/business experience, should be placed on the salary schedule.

Rationale:

B. During the most recent legislative session, two bills were introduced: 1) HB 1287-Alternative Teacher Certification; 2) HB 1531—Community Expert Bill. Both bills passed and address a teacher and substitute teacher shortage. These bills widen the net for prospective teachers and substitute teachers and they also indicate a "sign of the times" when it comes to teacher shortage. GFEA's position would all but eliminate prospective candidates from accepting a position at "zero experience".

The District is having a difficult enough time attracting and retaining regularly certified teachers in a variety of content areas; it is even more difficult in some of our Career & Technical Education courses, thus the District needs to have flexibility within the protocol established by the North Dakota Education Standards & Practices Board.

Article VII, Section 6: Shared-Teacher Travel Pay

Proposal Agreed Upon

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

Article VII, Section 4

Proposal Rejected with Counterproposal

A. The school board recognizes the need to increase the Grand Forks Air Force Base Stipend but does not agree to GFEA's proposal. The school board's counter proposal is to increase the stipend to \$1,500 per year which is a \$300 increase from the present stipend.

Rationale:

A. GFEA's proposal addresses only those individuals who live in Grand Forks and commute to the Base and the total increase requested is more than double the present stipend.

Proposal Agreed Upon

C. The school board will reimburse teachers up to \$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 conditions.

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Article VII, Section 1: Health Insurance

Proposal Rejected

2. GFEA is proposing that “the school district will contribute 90% and the employees 10% of the health insurance plan costs.”
3. GFEA is proposing that “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 90% assessment to the school district and a 10% assessment to the employees ad defined by item number four (4).”

Rationale:

Health insurance premiums are competitive with other similar sized school districts in North Dakota. Increases in district health insurance premium payments do not impact employees equally, i.e. many employees are not on the district health plan and would not benefit from the increase in district premium payments. With limited revenue growth, we want compensation to impact all employees for recruitment and retention purposes.

Proposed new Section under Article VIII WORKDAY:

Article VIII WORKDAY

Section 6: Safety

A. Teacher Safety in Policy Making and Training

GFEA will have representation and a stake in the process when policies are crafted and/or revised, and when training is provided regarding employment conditions and safety

B. When a Teacher is Injured by a Student

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 when the length of the absence is less than five (5) days.
2. The District will grant short-term leaves of absences for a teacher to attend medically-necessary appointments related to being injured or traumatized from threat or violence.
3. Teachers attending legal proceedings related to the injury or trauma will be able to attend without deduction from personal leave.

Rationale:

GFEA agrees that Teachers, administrators, teaching support staff, staff and most importantly students deserve and have a right to a safe school environment. We know that the district is committed to improving the working and learning environments for all and we also know the importance of the teachers' voice in creating effective solutions and proactive resolutions. This is why we want the assurance of not only representation but also a stake in the process when policies and trainings regarding safety are crafted and/or revised.

The study committee proposal presented by the school board states that there will be a committee to review all current reports, data, reporting practices, and other relevant policies and procedures, but it does not address what will be done during this study when teachers continue to experience workplace violence, injuries, and trauma. The least we can do is assure teachers that they will not have to use their own sick and/or personal leave when they must miss work after threat or violence has occurred.

To be eligible for Wage Loss Benefits from North Dakota Workforce Safety and Insurance (WSI) once a claim is filed and accepted, your doctor must order you not to work for 5 or more consecutive days because of your work related injury or illness. Teachers in their early years of employment have a limited amount of sick leave and should not be required to use sick leave due to threat or violence.

It currently states in the negotiated agreement that an employee eligible for Worker's Compensation benefits may elect to Receive pay for accumulated sick leave, with a pay deduction made equal to the amount received from Worker's Compensation, or endorse the Worker's Compensation checks to the Grand Forks School District. In both cases, two thirds ($\frac{2}{3}$) of the used sick leave will be reinstated. If we are reinstating sick leave once an employee is eligible for benefits, we should do the same and reinstate their full sick leave when the duration of their disability is less than five consecutive calendar days.

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Proposed changes to the salary schedule matrix

GFEA writes, “*All salary proposals are made with the assumption that steps for experience and lane changes for credits earned will be honored.”

- 1) GFEA is proposing “In the 2019-202 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) GFEA is proposing “In the 2020-221 school year, a 5.0% increase will be added to every cell based on the 2019-2020 salary schedule”

Proposal Rejected with Counterproposal

TFFR Model with District paying 100% of employee contributions and reducing employee salary by the amount of employee TFFR contributions:

- 1) Grand Forks School Board is proposing In the 2019-2020 school year, a 2.0% increase will be added to the adjusted TFFR salary schedule.
- 2) Grand Forks School Board is proposing In the 2020-2021 school year, a 2.0% increase will be added to the adjusted TFFR salary schedule.

Rationale:

The school board believes it is important to bundle a compensation package in an unconventional way to get as close to GFEA's proposal as possible without draining the interim fund in one year.