

**GRAND FORKS SCHOOL BOARD
TEACHER CONTRACT BARGAINING COMMITTEE
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
MEETING MINUTES
June 18, 2019**

A meeting of the Grand Forks School Board Teacher Contract Bargaining Committee was held on Tuesday, June 18, 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, and Scott J. Berge.

Board Team Members Absent: Tracy Abentroth.

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 5:00 p.m.

Teacher Contract Bargaining Session. Board Team Member Amber Flynn served as chairperson of this bargaining session.

Approval of Minutes. It was moved by Mord and seconded by Carpenter to approve the minutes of June 11, 2019, as written. Motion carried with all voting members present voting aye. Absent: Weston Caillier.

Discussion of Exchanged Topics - Compensation, Benefits, Safety, Miscellaneous, Goal to Compensatory Top Tier School District. GFEA Team Member Young handed out responses and rationale to the Board Team's offers and counteroffers regarding Credit for Experience, Maternity Leave, and Salary, all of which have been attached hereto.

- **Credit for Experience.** The GFEA Team rejected the Board Team's counteroffer with added language that would provide credit for industry or profession experience for Career and Technical Education positions.
- **Maternity Leave.** The GFEA Team rejected the Board Team's counteroffer to reopen discussions of this topic only in one year's time depending upon any recommendations that may come from the Leave and Benefits Study Committee and counter-proposed adjusting the sick leave accumulation chart to begin accruing sick days in 10-day increments beginning in Year One on the chart (after one year of experience).
- **Salary.** The GFEA Team rejected the Board Team's counteroffer #3 and counter-proposed a 1.5% increase to each cell and to advance teachers steps for their experience and lane changes for credits earned in the 2019-2020 school year and a 3% increase to each cell and to advance teachers steps for their experience and lane changes for credits earned in the 2020-2021 school year.

The Board Team requested a caucus at 5:52 p.m. It was moved by Carpenter and seconded by Mikula 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 5:55 p.m. to 6:33 p.m.

Board Team Member Flynn responded to the GFEA Team counterproposals as follows:

- **Credit for Experience.** The Board Team accepted the GFEA Team's counterproposal for recognition for teaching experience without the Board Team's added language that would provide credit for industry or profession experience for Career and Technical Education positions.
- **Maternity Leave.** The Board Team believes the Teacher Benefits and Leave Study

Committee has more work to do and wants to allow the committee to complete its work before making any changing to the negotiated agreement. Therefore, the Board Team rejected the GFEA Team's counterproposal for maternity leave.

- Salary. The Board Team rejected the GFEA Team's counterproposal for a 1.5% increase in Year One and a 3% increase in Year Two with advancement in steps and lanes. The Board Team introduced Counteroffer #4 for a 1.5% increase in Year One and a 1.5% increase in Year Two with movement in all steps and lanes both years. A copy of the Board Team's counteroffer and rational is attached hereto.

Step Advancement. Young reported that the GFEA Team agreed to the Board Team's 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."

Contract Formatting. The GFEA Team proposed adding a formatting section to the Teacher Negotiated Agreement that states, "Formatting for Teacher Negotiated Agreements will follow General APA Guidelines." A copy of this proposal and its rationale are attached hereto.

The GFEA Team requested a caucus at 6:55 p.m. The Board Team also caucused. It was moved by Carpenter and seconded by Mikula 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 7:00 p.m. to 7:33 p.m.

Salary. Young reported that the GFEA Team rejected the Board Team's Counteroffer #4 and counter-proposed a 1.5% increase to each cell and to advance teachers steps for their experience and lane changes for credits earned in the 2019-2020 school year and a 2% increase to each cell and to advance teachers steps for

their experience and lane changes for credits earned in the 2020-2021 school year. Additionally, the GFEA Team counter-proposed the development of a committee to study and recommend a plan to transition to TFFR Model 2 without a reduction to the Salary Schedule. A copy of the counterproposal and its rationale are attached hereto.

Contract Formatting. Flynn reported that the Board Team rejected the GFEA Team proposal regarding contract formatting. She said that the formatting changes could have happened through different versions of Word and there was no malicious intent. She also said that there is really no guidance regarding legal contracts through APA Guidelines and, therefore, the Board Team rejected the GFEA Team proposal. The Board Team offered to consult District legal counsel for contract formatting.

Young responded that per North Dakota Century Code, the signing of the Teacher Negotiated Agreement binds it as a legal document and that the Negotiated Agreement is the primary legal document that governs the relationship between the two organizations. He clarified that the question was how the formatting changes happened and that even though they were minor, they sparked a nerve with the negotiators.

The Board Team requested a caucus at 7:52 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). The executive session was held from 8:00 p.m. to 8:34 p.m.

Salary. Flynn reported that the Board Team went back and forth when considering the GFEA Team's counterproposal regarding salary and that they kept returning to the uncertainty with funding. The Board Team could not agree with the GFEA Team's counterproposal language to recommend a plan to transition to TFFR Model 2 without a reduction to the Salary Schedule and therefore rejected the GFEA Team's counterproposal.

The GFEA Team requested a caucus, which was held from 8:41 p.m. to 8:19 p.m.

Salary. Young reported that the GFEA Team could agree to the Board Team's Counteroffer #4 for a 1.5% increase in Year One and a 1.5% increase in Year Two with movement in all steps and lanes both years but they could not agree to a study that excludes language to eliminate the possibility of reducing the salary schedule. Flynn said that the Board Team did not think its language precluded that from being an option, however, they believed the GFEA Team's language tied the hands of the committee and any recommendation that the committee might make. Mord said that the GFEA Team did not believe its language precluded using the reduction of salary as research. The GFEA Team wanted a guarantee that a salary reduction would not be the model going forward.

The GFEA Team requested a caucus, which was held from 9:02 p.m. to 9:08 p.m.

Salary. Young reported that the GFEA Team agreed to the Board Team's Counteroffer #4 for a 1.5% increase in Year One and a 1.5% increase in Year Two with movement in all steps and lanes both years and with no study of a plan to transition to TFFR Model 2.

Debrief. Members of each team shared their personal perspective of this year's contract negotiations.

Clerical Editing. Young suggested that a time be set up for clerical edits and finalization of the Agreement. Mord and Mikula volunteered to review clerical edits along with Tracy Abentroth and Cindy Johnson.

Adjourn. There being no further business, the meeting was adjourned at 9:26 p.m.

APPROVED _____
(Date)

Amber Flynn, Committee Chair and Board Team Leader

Tom Young, GFEA Team Member

6-18-19

We appreciate the board accepting our proposed language change to Article X in their counteroffer on June 11, 2019. However, GFEA declines the added language the District is proposing to Article X Recognition for Teaching Experience.

Article X ~~CREDIT~~ RECOGNITION FOR TEACHING EXPERIENCE

B. *(Revised 2015)*

Credit for teaching experience prior to entering the Grand Forks Schools shall not exceed eleven (11) years on the salary schedule (full years only will be considered). In special fields wherein qualified candidates are in demand, additional credit for actual PreK-16 teaching experience may be granted by special permission of the school board.

~~**For Career and Technical education positions, commercially-reasonable experience based upon industry or profession will provide credit for experience at a 2:1 ratio, not to exceed eleven (11) years on the salary schedule.**~~

Rationale:

Awarding recognition for work experience based on industry or profession rather than actual teaching experience is not appropriate for the following reasons:

1. This proposal conflicts with the Marzano teacher evaluation model that GFPS uses. Marzano's Art and Science of Teaching Framework recognizes and evaluates the effective teaching competencies and instructional strategies that an educator has rather than content knowledge. The District chose this because it values the methods of teaching as they apply to student achievement.
2. The Board referenced two bills that were passed by the Sixty-Sixth Legislative Assembly. HOUSE BILL NO. 1287, relating to initial teaching licenses for individuals completing an alternative teacher certification program, and HOUSE BILL NO. 1531, relating to allowing individuals who do not have a teaching license to teach non-core subjects upon meeting certain criteria. The bills do widen the net for prospective teachers, and provide an alternative path to becoming a licensed teacher for those who *do not qualify* for the initial in-state license. However, *they do not require any teaching experience prior to actually entering a classroom*. A status report is required for both bills during the interim, monitoring the number of teacher licenses issued under an alternative teacher certification program, the effectiveness, the quality of instruction provided, and whether the program is accomplishing desired objectives. The report must include a recommendation regarding the continuation of the program. Both bills have an expiration date of July 31, 2023, and after that date are ineffective unless acted upon by the legislature.

6-18-19

GFEA is declining the June 18, 2019, Board Team counterproposal regarding Maternity Leave. The GFEA team is offering the following counterproposal:

GFEA proposes adjusting the sick leave accumulation chart to begin accruing sick days in 10-day increments beginning in Year One on the chart (after one year of experience).

Article VIII - BENEFITS**Section 3: Income Protection and Sick Leave** (revised 2007)**Part B: Sick Leave Accumulation Chart****Sick Leave Accumulation Chart**

Previous Teaching Experience in the Grand Forks System	Sick Leave Available
0 years	20 days
1 year	20 30 days less days used previous years(s)*
2 years	30 40 days less days used previous year(s)*
3 years	40 50 days less days used previous year(s)*
4 years	50 60 days less days used previous year(s)*
5 years	60 65 days sick leave disability protection
6 years	65 days sick leave disability protection

* Beginning balance of available sick leave will not be less than 10 days.

Rationale

GFEA agrees that the Benefits Study Committee still has work to do and is proposing, in the interim, a new sick leave accumulation chart. The new chart will make the Teacher's compensation package more attractive to prospective new hires, and would also relieve some of the burdens that mothers may face when they are new to our district. As indicated in the Hays Report, "the shared 20-day accumulation for year one and two does cause GFPS to compare unfavorably to some of the districts".

6-18-19

GFEA is offering a counter-proposal to the June 11, 2019 School Board counteroffer #3.

GFEA Counterproposal

1. GFEA is proposing in the 2019-2020 school year, the Grand Forks Public Schools will add 1.5% to each cell and advance teachers steps for their experience and lane changes for credits earned.
2. GFEA is proposing in the 2020-2021 school year, the Grand Forks Public Schools will add 3% to each cell and advance teachers steps for their experience and lane changes for credits earned.

Rationale:

Governor Burgum said, "Teachers are among the most important and hardest working people in our state. They work every day with our most important resource which is our children, which represent a portion of our population but 100% of our future. So it is very important we keep investing in our teachers." (from KXNews February 22, 2019)

Governor Burgum also challenged districts to make significant increases in teacher pay as the state increased per-student payments by 2% for each year of the biennium.

When looking at the State School Aid Adequacy Formula information provided to us at the April 25th meeting, Grand Forks is projected to have an \$802,999 increase to funding in year 1 and an additional \$4,705,853 increase to funding in year 2 for a total projected increase of \$5,508,852 over the next 2 years. If 70% of the new monies were to be designated for teaching salaries that would be an increase of \$3,856,196 over the next 2 years.

When costing, a 1.5% increase in salary schedule cells, steps, and lanes in year 1 would amount to an estimated \$1,670,612 increase. An additional 3% increase to salary schedule cells, steps, and lanes in year 2 would amount to an estimated \$2,485,219. This would be a total estimated increase of \$4,155,831 over the 2 years.

While this projected amount is slightly higher than the 70% of new monies increase of \$3,856,196, we should also take into consideration that there is a long history of overestimating the costs of proposed salary schedules. Of course, this is not something that is being done purposefully and we suspect it happens for a number of reasons.

1. Teachers retire and are replaced by a teacher with less experience and education so will be paid much less than the teacher they are replacing. Or that teacher is simply not replaced at all.
2. Teachers resign, for whatever reason(s), and are replaced by a teacher with less experience and education so will then be paid much less than the teacher they are replacing. Or again, this teacher may not be replaced.

We could take a look at what happened to last year's proposed costs during the negotiations process compared to this year's actual costs and use it as an example.

According to the costing sheet that was shared during the June 18, 2018 meeting, the estimated costs for just the Salaries (748.177 FTE's) was projected to be \$43,706,497, or an additional \$1,976,308 over the 2017-18 year costs. In addition to the salary amount, an estimated cost of \$140,000 for lane changes was also added to the salary costs. So just one year ago it was estimated that the total salary costs for this year (2018-2019) would be **\$43,846,497** for a total increase in salary costs of \$2,116,308.

If we look at the current costing sheet provided by Scott on April 25th of this year, the 2018-19 Salary Schedule cost for our current 762.927 FTE's is **\$43,253,928**. This is much less than the projected \$43,846,497 that was estimated just one year ago for 14.75 fewer FTE's. This means that the overestimation of costs for just last year was \$592,569, or just shy of \$600,000 and we hired 14.75 more teachers than we used to cost the salary increases just one year ago. If we look at the overestimation from last year in terms of a percentage, it would be an overestimation of 13.5% or almost 14%.

With last year's overestimation in mind, we could reduce the proposed increase of \$4,155,831 by 10%, bringing the proposed new costs down to \$3,740,247. Taking the history of overestimations into consideration, the estimated cost of this proposal could come in at slightly less than the projected 70% of new monies calculated to be \$3,856,196.

6-18-19

Board Team is rejecting June 18, 2019 GFEA Counterproposal regarding Salary.

The Board Team is offering a Counteroffer #4 as follows:

1. **Grand Forks School Board is proposing in the 2019-2020 school year, a 1.5% increase will be added to each cell of the salary schedule with movement in all steps and lanes.**
2. **Grand Forks School Board is proposing in the 2020-2021 school year, a 1.5% increase will be added to each cell of the salary schedule with movement in all steps and lanes.**

In addition, the Board Team proposes the development of a committee to study a plan to transition to TFFR Model 2. The committee will provide a recommendation which will be presented to the respective bargaining teams prior to the start of the 2021 negotiations.

The committee would consist of:

- **4 GFEA members**
- **1 Representative from the Principal's bargaining unit**
- **1 Representative from the Director's bargaining unit**
- **1 School Board member**
- **GFPS Business Manager (as a resource person)**
- **Superintendent of Schools (as a facilitator)**

6-18-19

GFEA accepts the Board's proposed language changes included in their counterproposal to GFEA's Proposal (New) - Step Advancement on June 3, 2019.

2. Health Restoration

E. Teachers returning from a leave will assume an experience position on the salary schedule corresponding to their position at the time the leave commences.

3. Child Care Leave

F. A teacher who returns from child care leave within the provisions of this section shall ~~retain all previous experience credit for pay purposes. However, the teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.~~ Teachers returning from a leave will assume an experience position on the salary schedule corresponding to their position at the time the leave commences.

Rationale:

While these language changes were not a part of GFEA's original proposal we acknowledge the importance of consistent language in the Agreement.

6-18-19

GFEA is proposing adding a formatting section to the Teacher Negotiated Agreement.

Article XI - MISCELLANEOUS PROVISIONS

Section 6: Contract Formatting

Formatting for Teacher Negotiated Agreements will follow General APA Guidelines.

Rationale:

While referring to the *Teacher Negotiated Agreement July 1st, 2018-June 30, 2019*, it was noted that the formatting of the Negotiated Agreement currently available on the GFPS Human Resources website does not match the formatting of the Negotiated Agreement ratified by GFEA and approved by the School Board (July 16, 2018). The sections in question are Article V-Leaves of Absence Section 1: Long-Term Leaves of Absence through Section 2: Intermediate Term Leaves of Absence and Article VII: Benefits Section 1: Health Insurance. While GFEA acknowledges that the formatting changes flow better with the rest of the Negotiated Agreement, without changing the intent of the agreement, these changes were made without our knowledge or consent. ARTICLE XII - DURATION states that changes may be made at any time by mutual consent. By including formatting guidelines into the Negotiated Agreement these issues should no longer arise.

6-18-19

GFEA is offering a counter-proposal to the June 18, 2019 School Board counteroffer.

GFEA Counterproposal

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2. GFEA is proposing in the 2020-2021 school year, the Grand Forks Public Schools will add 2% to each cell and advance teachers steps for their experience and lane changes for credits earned.

In addition, GFEA proposes the development of a committee to study and recommend a plan to transition to TFFR Model 2 without a reduction to the Salary Schedule. The recommendation will be presented to the respective bargaining teams prior to the start of the 2021 negotiations.

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- GFPS Business Manager (as a resource person)
- Superintendent of Schools (as a facilitator)