

Meeting Minutes: Board/FEA Contract Negotiations Meeting #3

Date/Time: May 5th, 2021 – 4:30pm

Location: Agassiz – The Loft

Start: 4:30 p.m.

End: 6:10 p.m.

Board Members Present: David Paulson, Jim Johnson, Brian Nelson, Nikkie Gullickson and Seth Holden

Board Members Absent: None

FEA Members Present: Grant Kraft, Susan Clark, James Urlacher, Jenifer Mastrud, Jared Adams, Jenny Kading, Josh Rogers, Kim Belgarde

Recorder: Jessica Roth

Agenda Item	Discussion – Conclusion	Recommendations or actions
Call to Order - FEA	FEA called meeting to order at 4:30pm	
Sign off on editorial changes	<p>Editorial changes agreed to at the second meeting were signed off on including:</p> <p>Article IV - Rights of Teachers Section E - Teacher Safety in Policy Making and Training Item 2 2. Association representatives will be included in the selection and implementation of safety training procedures, and protocols.</p> <p>Article VI - Teacher Assignment Section F - Preparation and Planning Time Item 5 5. Teachers in nontraditional settings (e.g., Woodrow Wilson Dakota High School) shall be provided with relief and preparation time on a similar basis as teachers in traditional settings.</p> <p>Article XI - Leave System Section C - Leave Buyout Item 2 2. Teachers that have an accumulated sick leave bank of at least 65 days may elect to sell back some or all of their next year's leave credit days. Teachers who elect to sell back their following year's sick leave days will receive 50% of their current daily salary per day sold. To exercise this option, teachers must notify the District Office that they are making an irrevocable election to do so 30 days prior to the start of the new school year. The payment for the sick leave days that are being sold back to the District will be made the following January and will be based on the daily rate of pay at the time of payment. Teachers electing tax-sheltered options should contact the Human Resources Department for tax-sheltered options. Accumulated leave earned prior to 2011-2012 will not be eligible for selling, but those days can be counted toward the 65-day minimum</p> <p>Article X - Work Year The 2019-2020 work year will be 191 days. The 2020-2021 work year will be 190 days. The work years will include Labor Day, Veterans Day, Thanksgiving Day, Good Friday, and Memorial Day as paid holidays. The proposed calendars shall be discussed with the Association President prior to submission to the Board for adoption. Following adoption, the calendar shall not be changed without having first discussed the contemplated change with the</p>	

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	<p>Association President unless the change is required by law, state department regulation, or court decision. Policy 4110 will not be changed until the contemplated changes have been discussed with the Association President.</p> <p>Teachers will have a minimum of two half days of professional practice before the first day of classes. Middle school and high school teachers will have a minimum of a half day of professional practice the day after semester one ends in the school calendar. Elementary teachers will have a minimum of a half day of professional practice before spring parent-teacher conferences in the school calendar. Teachers will have a minimum of a half day of professional practice the day after classes end for the calendar school year.</p>	
<p>Approval of 4/24 Meeting #1 Meeting Minutes</p>	<p>Discussion on naming alternates in attendance for both sides. Decision made to add them going forward in attendance and introductions were done of FEA alternates, including Jared Adams, Jenny Kading, Josh Rogers, and Kim Belgarde</p> <p>Meeting minutes approved as presented.</p>	<p>Add FEA alternates going forward</p> <p>Post to public website</p>
<p>Approval of 4/24 Meeting #2 Meeting Minutes</p>	<p>Meeting minutes approved as presented.</p>	<p>Post to public website</p>
<p>Approval of Ground Rules</p>	<p>Board distributed a new version with minor changes/clarifications.</p> <p>Changes included:</p> <ol style="list-style-type: none"> 1. Rule 4 and 6 requiring parties to exchange proposals in word documents and uploading of recording changed to 2 business days rather than 24 hours. 2. Rule 15 – removed “any other avenue” to just state “regular meetings or committee meetings” <p>Ground rules presented by the board today approved.</p>	
<p>Editorial Changes</p>	<p>Discussion on the “Discussed with the Association President” language editorial change proposed by FEA.</p> <p>FEA proposed tabling until after a later caucus. All agreed.</p>	
<p>Grievance Procedures</p>	<p>FEA presented the following grievance procedure proposal:</p> <p>Article III - Grievance Procedure</p> <p>A. Purpose - To enable teachers to express a complaint about the administration of this Agreement with the assurance that the complaint will receive prompt attention by persons who can remedy it if necessary.</p> <p>B. Definition of Grievance - Any disagreement regarding the interpretation or application of a specific provision of this Agreement.</p>	

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	<p>C. Procedure - Any party to the grievance may be represented during any step of the grievance procedures by any person or agent designated by such party to act in his on the party's behalf.</p> <p>Level One</p> <p>An informal meeting shall be held between the teacher and the principal, in an attempt to settle the matter. If the matter is not resolved, the grievance shall be presented in writing by the teacher to the principal within 40 calendar days after the facts upon which the grievance is based first occurred or first became known informal meeting between the teacher and the principal. The written grievance shall contain the date the alleged violation took place, a precise statement of the nature of the grievance, the article or provision of the agreement allegedly violated, the remedy requested, and the signature of the aggrieved person. The principal shall give a written answer within 10 calendar days of the time the grievance was presented to the principal in writing.</p> <p>Level Two</p> <p>If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Superintendent of the District; hereinafter referred to as the Superintendent. The grievance must be filed within 10 calendar days after the receipt of the response from the principal. Within 10 calendar days after receipt of the written grievance by the Superintendent, the Superintendent and/or proper assistant may meet with the aggrieved person in an effort to resolve the grievance. The Superintendent and/or proper assistant shall render a decision in writing to the grievant within 10 calendar days after meeting with the aggrieved person.</p> <p>Level Three</p> <p>If the aggrieved person is not satisfied with the Superintendent's disposition of the grievance, the grievant may within 20 calendar days after receipt of the Superintendent's disposition, file the grievance in writing with the Board. Within 20 calendar days after submission of When submitting the written grievance, the grievant may request and shall be granted a meeting with the Board for the purpose of discussing the grievance. The Board shall render a decision in writing within 20 calendar days after submission of the grievance to the Board.</p> <p>Level Four</p> <p>If the grievance is not satisfactorily resolved within 20 working calendar days after the grievant filed a grievance at receives a decision from the board at Level Three, the grievant may submit the grievance to the Association and request submission to non-binding arbitration. The Association shall, within 20 working calendar days, submit the grievance to non-binding arbitration at their cost or return it to the grievant who may submit the grievance to non-binding arbitration at his/her the grievant's cost. The arbitrator will may be selected from the North Dakota Alternative Dispute Resolution Neutral roster as published by the State Court Administrators Office.</p> <p>D. Grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at Level Two. The time limits for these grievances will be 20 calendar days for meeting purposes and 15 calendar days for the written decision.</p>	

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	<p>E. Level One and/or Level Two of the procedure may be bypassed provided that the Superintendent agrees, and the grievance brought directly to the next level.</p> <p>F. The number of days indicated at each level are maximum time limits. A reasonable effort shall be made to expedite the process.</p> <p>G. When hearings and conferences under this procedure are held during school hours, at the option of the Board or administration, all employees whose presence is required shall be excused without loss of pay for that purpose.</p> <p>H. All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.</p> <p>Rationale: This proposal attempts to clarify the timeline.</p> <p>Board presented the following grievance procedure changes:</p> <p>Board Proposal – Article III Grievance Procedure</p> <p>Article III Grievance Procedure</p> <p>A. Purpose - To enable teachers to express a complaint about the administration of this Agreement with the assurance that the complaint will receive prompt attention by persons who can remedy it if necessary.</p> <p>B. Definition of Grievance - Any disagreement regarding the interpretation or application of a specific provision of this Agreement.</p> <p>C. Computing Time Limits - In computing time limits prescribed in this Article, the date of the event giving rise to the grievance, or the date the event first became known, shall not be included. If such event occurs during the summer when the grievant is not on duty, the first day shall be the first contracted workday in the succeeding school year. The last date for computation of the time period shall not fall on a Saturday, Sunday or District holiday.</p> <p>D. Failure to Respond - If Administration or Board does not answer a grievance or an appeal within the specified time limits, the Association may elect to treat the grievance as denied at that level and immediately appeal the grievance to the next level.</p> <p>E. Procedure - Any party to the grievance may be represented during any step of the grievance procedures by any person or agent designated by such party to act in his behalf. Failure to appeal a grievance from one level to another within the time periods described herein shall constitute a withdrawal of the grievance. Grievances that are not submitted within the time limit shall be considered withdrawn. If Administration or Board does not answer a grievance or an appeal within</p>	

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	<p data-bbox="451 154 1680 219">the time limits stated, the Association may elect to treat the grievance as denied at that level and immediately appeal the grievance to the next level.</p> <p data-bbox="546 243 682 272">Level One</p> <p data-bbox="546 284 1680 349">An informal meeting shall be held between the teacher and the principal, in an attempt to settle the matter.</p> <p data-bbox="546 373 1722 600">If the matter is not resolved, the grievance shall be presented in writing by the teacher to the principal within 40 calendar days after the facts upon which the grievance is based first occurred or first became known. The written grievance shall contain the date the alleged violation took place, a precise statement of the nature of the grievance, the article or provision of the agreement allegedly violated, the remedy requested, and the signature of the aggrieved person.</p> <p data-bbox="546 625 1701 690">The principal shall give a written answer within 10 calendar days of the time the grievance was presented to the principal in writing.</p> <p data-bbox="546 738 682 768">Level Two</p> <p data-bbox="546 779 1680 925">If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Superintendent of the District; hereinafter referred to as the Superintendent. The grievance must be filed within 10 calendar days after the receipt of the response from the principal.</p> <p data-bbox="546 966 1711 1112">Within 10 calendar days after receipt of the written grievance by the Superintendent, the Superintendent and/or proper assistant may meet with the aggrieved person in an effort to resolve the grievance. The Superintendent and/or proper assistant shall render a decision in writing to the grievant within 10 calendar days after meeting with the aggrieved person.</p> <p data-bbox="546 1161 703 1190">Level Three</p> <p data-bbox="546 1201 1680 1307">If the aggrieved person is not satisfied with the Superintendent's disposition of the grievance, the grievant may within 20 calendar days after receipt of the Superintendent's disposition, file the grievance in writing with the Board.</p> <p data-bbox="546 1339 1722 1485">Within 20 calendar days after submission of the written grievance, the grievant may request and be granted a meeting with the Board for the purpose of discussing the grievance. The Board shall render a decision in writing within 20 calendar days after submission of the grievance to the Board.</p> <p data-bbox="546 1526 693 1555">Level Four</p>	

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	<p>If the grievance is not satisfactorily resolved within 20 working days after the grievant filed a grievance at Level Three, the grievant may submit the grievance to the Association and request submission to non-binding arbitration. The Association shall, within 20 working days, submit the grievance to non-binding arbitration at their cost or return it to the grievant who may submit the grievance to non-binding arbitration at his/her cost.</p> <p>The arbitrator will be selected from the North Dakota Alternative Dispute Resolution Neutral roster as published by the State Court Administrators Office.</p> <p>F. Grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at Level Two. The time limits for these grievances will be 20 calendar days for meeting purposes and 15 calendar days for the written decision.</p> <p>G. Level One and/or Level Two of the procedure may be bypassed provided that the Superintendent agrees, and the grievance brought directly to the next level.</p> <p>H. The number of days indicated at each level are maximum time limits. A reasonable effort shall be made to expedite the process.</p> <p>I. When hearings and conferences under this procedure are held during school hours, at the option of the Board or administration, all employees whose presence is required shall be excused without loss of pay for that purpose.</p> <p>J. All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.</p> <p>Rationale:</p> <ul style="list-style-type: none"> • Time limit language ensures that a grievant, with a valid cause of action, brings the claim in a timely manner. • An untimely grievance may result in the loss of necessary evidence for administration to provide response against the grievance. • Investigating and responding to an untimely grievance can lead to inequitable and non-relevant outcomes. <p>Discussion on the topic. Board proposed both teams taking both proposals and discussing separately and trying to come to consensus as the language is close.</p>	<p>Tabled to next meeting</p>
<p>Possible Work Session</p>	<p>FEA presented the following proposal: Article XVII – Leave of Absence</p>	

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	<p>Addition of new Subsection H</p> <p>H. The President of the Fargo Education Association may request and shall be granted up to a 40% leave of absence from their contract to do work for the Association. If the President is unable to take the leave of absence, they may designate a member from the Association Executive Board to take the leave of absence. The leave of absence would be reimbursed by the Association. At conclusion of the President’s term, the District shall reinstate the FTE status of the President or the President’s designee prior to their term. Sections E and F of this Article shall not be applied to this leave of absence.</p> <p><u>Rationale</u></p> <p>This proposal reflects current practice.</p> <p>Discussion on the topic.</p>	
Caucus	FEA called caucus at 5:32pm, estimated it will take 20 minutes and chairs will check back in in 20 minutes. Caucus ended at 5:52.	
Discussion on Editorial Change to “Discussed with the Association President”	<p>FEA proposed the following changes to the initial editorial proposal:</p> <p>Article IV, Rights of Teachers – Section E, Item 3</p> <p>Current: Policy 6310 will not be changed until the contemplated changes have been discussed with the Association President and/or their designee and that the Association President and/or their designee has been given the opportunity to share their thoughts and concerns regarding the proposed changes.</p> <p>Article VI, Teacher Assignment – Section A</p> <p>Current (in part): Policy 5120 will not be changed until the contemplated changes have been discussed with the Association President and/or their designee and that the Association President and/or their designee has been given the opportunity to share their thoughts and concerns regarding the proposed changes.</p> <p>Article VII, Teaching Load and Class Size</p> <p>Current (in part): Policy 4900 will not be changed until the contemplated changes have been discussed with the Association President and/or their designee and that the Association President and/or their designee has been given the opportunity to share their thoughts and concerns regarding the proposed changes.</p> <p>Article VIII, Teacher Evaluation</p> <p>Current (in part): The policy for evaluating teacher performance shall not be changed until the contemplated changes have been discussed with the Association President. [...] Policy 5130 will not be changed until the contemplated changes have been discussed with the Association President and/or their designee and that the Association President and/or their designee has been given the opportunity to share their thoughts and concerns regarding the proposed changes.</p>	

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	<p>Article X, Work Year</p> <p>Current (in part): The proposed calendars shall be discussed with the Association President and/or their designee and the Association President and/or their designee shall be given the opportunity to share their thoughts and concerns regarding the calendar prior to submission to the Board for adoption. Following adoption, the calendar shall not be changed without having first discussed the contemplated change with the Association President and/or their designee and that the Association President and/or their designee has been given the opportunity to share their thoughts and concerns regarding the proposed changes unless the change is required by law, state department regulation, or court decision. Policy 4110 will not be changed until the contemplated changes have been discussed with the Association President and/or their designee and that the Association President and/or their designee has been given the opportunity to share their thoughts and concerns regarding the proposed changes.</p>	<p>Consensus reached and signed by chairs.</p>
<p>Discussion on Leave of Absence proposal</p>	<p>Due to APA style, Board proposed changing “Fargo Education Association” to “the Association”.</p> <p>Article XVII – Leave of Absence</p> <p>Addition of new Subsection H</p> <p>H. The President of the Association may request and shall be granted up to a 40% leave of absence from their contract to do work for the Association. If the President is unable to take the leave of absence, they may designate a member from the Association Executive Board to take the leave of absence. The leave of absence would be reimbursed by the Association. At conclusion of the President’s term, the District shall reinstate the FTE status of the President or the President’s designee prior to their term. Sections E and F of this Article shall not be applied to this leave of absence.</p> <p>Short discussion.</p>	<p>Consensus reached and signed by chairs.</p>
<p>Future Meeting Dates</p>	<p>FEA crosswalked June calendar. FEA’s availability in June is the 2nd and the 30th.</p> <p>Tentative addition of June 30th to plans.</p> <p>Jim Johnson will be chairing the meeting next week.</p>	
<p>Next Meeting: March 12th at 4:30pm in the cafeteria at Agassiz</p>		