

**2021 SENATE EDUCATION**

**SB 2215**

# 2021 SENATE STANDING COMMITTEE MINUTES

Education Committee  
Room JW216, State Capitol

SB 2215  
2/2/2021

**A BILL relating to deadlines for teacher negotiations between school districts and representative organizations; and to declare an emergency.**

**Sen Elkin** opened the hearing at 9:30 a.m.

**Discussion Topics:**

- Negotiations time frame

**Chair Schaible** – introduced the bill

**Amy DeKok – NDSBA** – testified in support. #4901

**Jim Johnson – Fargo School Board** –  
testified in support. #4903

**Roger Haut – Jamestown Public School Board** –  
testified in support. #4781

**John Rodenbiker – Fargo** – testified in support #4794

**Robert Lech – Supt Jamestown School Dist #1** -  
testified in support. #4782

**Mike Bitz – Supt Mandan School** –  
testified in support #4856

**Dr. Rupak Ghandi – Supt Fargo Schools** –  
testified in support #4488

**Nick Archuleta – ND United** – testified opposed #4947

**Landen Schmeichel** – teacher – testified opposed #4945

**Loren Nieuwsma– teacher – Mandan High** – testified opposed #4284

**Sarah Lerud – Valley City School Librarian** – testified via Zoom opposed #4487

**Jay Schobinger – Dickinson teacher** – testified via Zoom opposed #4654

**Michael Geiermann – ND United** – testified opposed

Senator	Attendance
Chairman Schaible	P
Senator Elkin	P
Senator Conley	P
Senator Lemm	P
Senator Oban	P
Senator Wobbema	p

**Additional written testimony:**

**Dr. Aimee Copas** – support #4768

**Danielle Giesler** – opposed #4723

Adjourned at 11:38 a.m.

*Lynn Wolf, Committee Clerk*



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**SB 2215**  
**Testimony of Amy De Kok**  
**Senate Education**  
**February 2, 2021**

Chairman Schaible and members of the Senate Education committee, my name is Amy De Kok. I am in-house legal counsel for the North Dakota School Boards Association. NDSBA represents all 178 North Dakota public school districts and their boards. I am here today in support of SB 2215.

SB 2215 seeks to build into NDCC chapter 15.1-16, which addresses teacher representation and negotiation, a more structured timeframe to assist school boards and teachers/administrators in their pursuit of good faith contract negotiations within a reasonable period of time. With the passage of SB 2215, the overall structure of the negotiations process as it works in practice throughout North Dakota today would remain the same. Before I get into the bill, I think it would be helpful to briefly review the requirements of NDCC chapter 15.1-16 regarding the negotiations process. For ease of explanation, I am going to refer to negotiations between school boards and teachers throughout my testimony; however, please note that the negotiations process also applies to negotiations between boards and administrators.

Negotiations cannot begin until either the board or a representative organization (usually the local teachers association) for the negotiating unit (the teachers) provides notice to the other side of their intent to negotiate. This notice must be provided no later than 60 days before anniversary of the negotiated agreement (typically July 1<sup>st</sup>). Once notice is provided and regardless of which party provides the notice, a 2-step recognition process is supposed to occur before actual negotiations may begin; however, there is no timeframe built into statute as to when this must occur following provision of the notice. If this recognition process is not commenced or is delayed, it can significantly impact the timing and completion of negotiations.

The 2-step recognition process begins with the filing of a petition for recognition of an appropriate negotiating unit. There is no timeframe or deadlines built into the NDCC for this step in terms of when this request must be filed or when the board must act on/consider it. Once the board approves the appropriate negotiating unit, the second step is for a representative organization to file a petition with the board to be recognized as the party that will represent the unit in negotiations. Again, there is no deadline or timeframe by which this request must be filed in relation to the recognition of the unit; however, there are deadlines for

what is to occur once such a petition is filed with the board. In practice in most districts, the local teachers association submits a petition containing both requests. Because the NDCC contemplates a 2-step process and there are not sufficient deadlines and timeframes built into the process in statute, this often causes confusion as to how the recognition process should move forward, especially when the two requests are included in one petition, and has caused boards to inadvertently miss the few deadlines required by statute.

Once the recognition process is complete, negotiations must begin within 30 days unless the parties agree otherwise. However, other than the duty to negotiate in good faith, there are no other timeframes or deadlines in place to encourage the parties to pursue negotiations in a timely manner. This has led to use of delay as a negotiation tactic. In some situations, parties have refused to meet at all during the summer months and the next school year begins without a negotiated agreement. This has caused issues with the annual budgeting process as well because teacher salaries and benefits (often the largest portion of a district's annual budget) are not known prior to completing the budget for upcoming year.

The only option to respond to such tactics is to bring a lawsuit in district court alleging bad faith negotiations. Two districts were forced to pursue this option in the last few years, causing them to incur significant legal fees and costs. More importantly, this just causes further delay of the negotiations process. In one case, the process was delayed almost 18 months. As negotiations drag on, it is common to see once amicable discussions turn adversarial and contentious, which benefits neither side. In these situations, boards are often left with no real option to keep negotiations moving forward other than to declare impasse. However, even this option has been challenged in the past few years and only led to further delay.

As a result of these ongoing concerns with the statutory requirements and their impact on how negotiations proceed in reality, SB 2215 is being proposed to build additional structure and timeframes into the process in an effort to benefit all sides. To this end, SB 2215 does several things:

- Incorporates specific deadlines within the current statutory structure relating to the 2-step recognition process. This is reflected in Sections 2 and 3 of the bill.
  - Specifically, a petition requesting recognition of the appropriate negotiating unit must be filed with the school board no later than February first of the current school year. The board must accept or reject the proposed negotiating unit described in the petition within 30 days of receipt.
  - In addition, a petition requesting recognition of a representative organization must be filed with the school board no later than March first of the current school year. The existing process/deadlines following receipt of this petition remains the same.
  - The proposed deadlines and timeframes will require only one meeting of the board, at which the board will accept or reject the proposed negotiating unit and if accepted, will consider the request to recognize the representative organization that will have authority to negotiate on behalf of the unit.



- This allows the representative organization to file one petition containing both requests or to file two separate petitions, if desired.
- Moves the deadline to provide notice of intent to negotiate/renegotiate in section 15.1-16-13(3) from no less than 60 days before annual anniversary date to no less than 160 days before annual anniversary date. This is reflected in Section 4 of the bill.
  - Providing notice of intent is the first step in the negotiation process and therefore, it makes sense to move this deadline up in light of the proposed deadlines relating to the recognition process.
  - Also, in my experience, this notice is already being provided in most instances much earlier than 60 days before the anniversary date of the master contract.
- Adds an end date of June first for completion of negotiations unless otherwise agreed to by the parties. This is reflected in Section 4 of the bill.
  - This will encourage both parties to diligently pursue negotiations and will prevent the parties from using undue delay or the potential threat of starting the school year without a contract as a negotiation tactic.
  - It will also require negotiations to be completed in advance of the annual budgeting process conducted by the board, as well as prior to the new pay schedule that typically begins on July 1<sup>st</sup>.
  - There is an option for the parties to agree to extend this deadline if more time is needed.
- Provides that impasse will exist by operation of law if any of the following three situations occur: (1) after a reasonable period of negotiation, an agreement has not been formulated and a dispute exists; (2) by June first following recognition, an agreement has not been reached between the board and the representative organization and the parties have not otherwise agreed to extend the negotiations period; or (3) the board and the representative both agree that an impasse exists.
  - This is reflected in Section 5 of the bill.
  - The first and third bases are already included in existing law.
  - This clarifies that if negotiations are not complete by June first, an impasse exists.
- Removes the implication that the factfinding commission must determine that an impasse exists before it may provide assistance.
  - This change is reflected in Sections 1 and 6.
  - The factfinding commission has agreed that having it make this determination is not appropriate.
- Makes clear that the representative organization maintains its authority to represent the negotiating unit for the duration of the contract term or until another representative organization is recognized by the board pursuant to the process set forth in statute.

- This ensures that the parties are able to come back to the table and modify the agreement during the term if necessary (e.g., COVID compensation).

NDSBA supports SB 2215 because we believe it benefits all parties in the negotiation process and builds more structure into the process so that negotiations may be conducted in good faith and with fair and reasonable diligence. We believe it will also avoid costly and unnecessary litigation that has wreaked havoc in the negotiations process in recent years. NDSBA asks the committee to issue a do pass recommendation on SB 2215. Thank you for your time. I would be happy to answer any questions the committee may have.

## Testimony on Senate Bill 2215 - February 2<sup>nd</sup>, 2021

### Fargo Public Schools - Jim Johnson, Board Member

Good morning Chairman Schaible, Vice Chair Fors, and members of the Senate Education Committee.

I am Jim Johnson, a member of the Fargo School Board since 2001, past board member and president of the North Dakota School Board's Association, and current board member and chairman of the South East Education Cooperative. I am here today to offer testimony in support of SB 2215.

In 1969 the legislature passed HB 175 and it was signed into law. HB 175 created in statutes the right for public school teachers to collectively bargain with their employing school district. To the best of my knowledge they are the only public employees in North Dakota that have been granted this right by the legislature.

During my service on the Fargo School Board I have served on the board's negotiating team in 10 of our last 11 negotiation sessions. While I can't determine the reason, it would appear that one of the negotiating strategies, that has recently appeared is to stretch the process out.

A look back at our last 3 negotiations sessions with our teachers might be helpful in understanding why I believe everybody involved should support SB 2215.

In 2017 we began negotiations on Jan. 5<sup>th</sup>

A total of 8 meetings were held between 1/5 and 6/27

6/27 Impasse was declared and the state Fact Finding Commission was contacted.

7/19 Fact Finding Commission hearing was held

7/25 Fact finding Commission report was received

8/15 A 1-year contract was ratified (prior to the start of the school year)

In 2018 we began negotiations on Jan. 11<sup>th</sup>

A total of 13 meetings were held between 1/11-8/30

**No meeting could be scheduled with the teachers from 6/15 to 8/5**

9/7 A 1-year contract was ratified (after the start of the school year)

In 2019 we began negotiations on Jan. 3<sup>rd</sup>

8 meetings were held between 1/3 and 6/3

**No meeting could be scheduled with the teachers from 6/3 to 8/26**

8/26 The Board declared that we were at impasse

9/5 The teachers filed an injunction to stop the impasse process

10/3 Hearing was held in Cass County District Court

10/4 Judge Steven Marquardt ruled in favor of the Board

12/7 Board request State Fact Finding Commission

1/8/20 Fact Finding Commission hearing was held

1/15/20 Fact Finding Commissions report was received

2/21/20 Teacher contract is ratified (well over ½ way through the school year!)

2021 – Teachers have not yet asked to be recognized for negotiation purposes

The protraction of the negotiations process beyond the start of the new school year creates multiple issues and challenges for Districts.

- Employee morale is negatively impacted when the new school year starts without a new contract in place. Our certified staff deserves to know what they will be paid before they start their next year of teaching.
- Hiring needed for new teachers is hampered as the District cannot tell the candidate for certain what their compensation package is prior to asking them to commit to taking the position.
- School districts are required by law to approve their preliminary budget by July each year and they need to submit their final budget to the county by October each year. Employee compensation is far and away the largest budget expenditure. Typically it represent between 70-80% of the general fund budget. Not having certainty in regards to staff compensation makes annual budgeting extremely difficult if teacher contracts have not been ratified.
- When the school year starts prior to contract talks being finalized, it causes additional burdens and expense for the district if they elect to retroactively pay their staff once the contract is ratified.

The proposed amendments to Section 15.1-16-06 that are outlined in SB 2215 will by design create a sense of immediacy that all parties' teachers and boards need to feel.

The statute, as would be amended, allows the parties to begin the negotiation process when they elect to do so provided it is no later than Feb. 1<sup>st</sup>. It creates an ending date certain of June 1<sup>st</sup>, unless both parties agree to extend beyond that date. Passage of these amendments will go a very long way toward increasing the likelihood that new contracts will be in place prior to the start of a new school year.

The only negative that I can see from having a June 1<sup>st</sup> deadline is that it requires a more consolidated time commitment from all of those involved in the negotiation process.

On behalf of the students, staffs, and school districts of North Dakota, I urge you to give SB 2215 a do pass recommendation.

Thank you for listening to my testimony and I would be happy to answer any questions you may have in regards to it.

Jim Johnson  
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johnsji@fargo.k12.nd.us

**Testimony on Senate Bill No. 2215****Presented to the Senate Education Committee****Mr. Roger Haut, Board President, Jamestown Public School District #1****February 2, 2021**

Good morning Chairman Schaible and members of the Senate Education Committee.

For the record, my name is Roger Haut, I serve as the board president and lead negotiator for the Jamestown Public School Board, currently serving my 3rd term on the board. I am providing testimony in support of Senate Bill 2215.

I have become increasingly concerned with what appears to be a strategy to delay negotiations into the school year as a means of leverage, as opposed to working in good faith towards an agreement. While my testimony will provide context to what we experienced in Jamestown, my concerns include the extended delays that have occurred in other school districts as well.

In the last negotiations cycle in Jamestown in 2019, we began negotiations on May 9 and met another 4 times during the months of May and June and then once in the month of July. The time between these meetings averaged between 7 and 18 days. After the July 15 meeting, however, the delays stretched to 24 days to August 8 and then an additional 40 days to September 17. Further exacerbating the issue, the board received only three new negotiation proposals over the last five meetings, which covered 97 days. The board declared impasse on September 17, but we agreed to a request by the association to meet again on September 23. This meeting provided our first new proposal from the association in 46 days. As a result, the board negotiators engaged in discussions and reached an agreement that night.

24 While we eventually agreed in 2019, this should have been done much earlier. The  
25 delay tactics were unnecessary and ultimately counterproductive to good faith negotiations.  
26 Had the changes outlined in Senate Bill 2215 been in place in 2019, I feel certain that we would  
27 have obtained the same outcome. The only difference is that contracts would have been issued  
28 in June instead of October. Teachers would have been assured the terms of the agreement  
29 before starting the school year, the district would have been able to hire if new teachers would  
30 be needed, and students and families would have known, with certainty, who would be in that  
31 classroom on the first day of school.

32 I believe it is crucial to recognize that this bill still allows for school districts and  
33 education associations to negotiate after the deadline date when both sides agree to do so.  
34 Local control remains in place and I am certain that this allowable extension will be used as  
35 boards and associations work together through the challenges inherent in negotiations. The  
36 deadline, however, instills urgency to these discussions and a resolution that provides a path  
37 for districts to issue contracts prior to the beginning of the school year. Our school districts,  
38 communities, students, and teachers deserve to have these discussions prioritized in the  
39 manner that best provides a resolution.

40 I ask that you support providing a reasonable and flexible deadline that ensures contract  
41 negotiations between teachers and school boards can be completed in a comprehensive  
42 manner prior to the beginning of the next school year through a Do Pass Recommendation on  
43 Senate Bill 2215. I thank you for your time and I would be open to questions and may be  
44 reached through email at [Roger.Haut@k12.nd.us](mailto:Roger.Haut@k12.nd.us).



## Testimony in favor of SB2215

John Rodenbiker

2 February 2021

- Introduction
  - Welcome chair, vice chair, members of committee
  - Support SB2215
  - Background as school board, VP, chair of negotiations in three of four years lead in two
- Review of 2019-2020 negotiations between Fargo Board and Association
- Importance of limiting duration of negotiations
  - Both board and associations can abuse calculated delays
  - No value demonstrated by extending negotiations beyond a reasonable period
- Importance of clarifying who can declare impasse and when
  - Both sides should be able to stop after a reasonable good faith period when they've reached the limits of their positions
- Thank you
  - Support SB2215

Good morning Chair Schaible and members of the Senate Education Committee.

I am John Rodenbiker. I was a member of the Fargo Board of Education from 2016 to 2020. I was a member of the Board's negotiating team from 2017-2020 and lead the negotiations for the board in 2018 and 2019. I live in Fargo and my wife and I are proud of our daughter and son who attend school in the district.

I am here to support SB2215 and ask you to give it a Do Pass recommendation. I believe this is a good bill that is fair, reasonable, and the right thing to do.

As others here today have noted, education associations in the state and in my experience in Fargo, have decided it is in their interest to extend the negotiation process. In 2018 and 2019, the Fargo Board and the Fargo Education Association started meeting in early January. In both years the Association would not meet to negotiate from June to August. In 2018 we came to an agreement shortly after the beginning of the classroom year. In 2019 it wasn't until more than halfway through the school year that a contract was agreed to. This was after the Association filed an injunction in district court to stop the impasse process, after our attempt at mediation, and after the Fact Finding Commission process. It appears the Association has not asked to be recognized for negotiation yet in 2021, though the current agreement's term ends this June.

There's no good reason for negotiations to extend beyond the July 1<sup>st</sup> beginning of the school fiscal year. Very little additional progress is made in discussions beyond a reasonable period. The experiences in Fargo in 2018 and 2019 and the actions of the Association were not reasonable. While it has been the Fargo Association of teachers that has decided to abuse calculated delays to affect the negotiations process, this could go the other way. Right now there is nothing to stop school boards across the state from also adopting these tactics. This bill will wisely limit the abuse of this technique by both sides. Importantly, it will allow both sides to continue negotiating beyond the deadline if both sides agree that progress could be made by continuing to meet, unlikely as that may be.

Another important component of this bill is adding clarity about when impasse can be declared and by who. This was the heart of the question the Fargo Education association asked the Cass County District Court to rule on. Judge Marquardt ruled in favor of the board. The State Fact Finding Commission also agreed that the board and association were at impasse when the question was brought to them. The clarity from this bill should prevent any future negotiations in Fargo and other districts across the state from a similar five month delay in concluding their contract ratification.

Indefinite periods of negotiation are not to the benefit of schools boards or teachers associations. They do not benefit our public school districts. They certainly don't benefit the achievement of our students, which should be the primary focus whenever we're talking about our great state's great public schools. Being forced to negotiate past the point of an unacceptable position, on one side or the other, is no longer negotiating. It turns the event into a battle of wills with increasingly extreme tactics used to bend the one side to the other's position. Attempts to find mutual benefit and solutions to shared interests are abandoned.

It's unfortunate that the teacher unions in our state have decided that they don't have a shared interest with local school boards in preserving and enhancing their relationship and interests with their locally elected school boards. I believe this bill can bring the focus back to finding opportunities for cooperation and mutual benefit.

Thank you for your time today. For the future of the public school districts, their staff, and most importantly the students and families of North Dakota I again ask you to support SB2215 with a DO PASS recommendation.

I'd be happy to answer any questions.

**Testimony on Senate Bill No. 2215**

**Presented to the Senate Education Committee**

**Dr. Robert Lech, Superintendent, Jamestown Public School District #1**

**February 2, 2021**

Good morning Chairman Schaible and members of the Senate Education Committee.

For the record, my name is Robert Lech and I serve as the superintendent of the Jamestown School District. I am providing testimony in support of Senate Bill 2215.

As a school district superintendent, I am tasked with being a resource for both negotiating units and school boards throughout the negotiations process. As such, I feel it is my role to consider the impacts of negotiations on all sides. It is important to me that both the negotiating units and the school boards are treated equitably to ensure that good faith negotiations can take place.

I appreciate that the bill sponsors specify the formation of the negotiating unit to be no later than February first of the negotiating year and the corresponding petition filing no later than March first. As noted in NDCC 15.1-16-13, this would mean that negotiations must start no later than thirty days after recognition of the negotiating unit. This should provide ample time for negotiating units and school boards to discuss the topics pertinent to negotiations and reach consensus prior to the deadline of June 1. While both sides would need to grow more accustomed to this new timeline, I believe it is ultimately to the benefit of both negotiating units and school boards.

It is important to note that good-faith negotiations continue to be clearly defined in NDCC 15.1-16-13. There remains the necessity to meet at reasonable times and negotiate in

24 good-faith. This bill provides the opportunity for both sides to agree to start negotiations later  
25 and to extend beyond the deadline if both agree to do so. In the event that there is not an  
26 agreement on extending negotiations, the impasse process, or possibly mediation, continues to  
27 be in place to help both sides reach that common ground necessary to complete good-faith  
28 negotiations.

29 I contend that stakeholders are better cared for, if an agreement can be reached or if  
30 the good-faith negotiations are complete and contracts can be issued prior to the beginning of  
31 the next school year. Teachers and administrators will be offered a contract, school districts  
32 will have a better understanding of personnel needs and, more importantly, will have the time  
33 to adequately fill any vacancies, and the students and families will know their teachers and  
34 administrators.

35 I ask that you support the process to provide a more expeditious pathway for the  
36 completion of negotiations in a fair and reasonable timeframe through a Do Pass  
37 Recommendation on Senate Bill 2215. Thank you for the time today and I would stand  
38 available for any questions you may have. I am also available through email at

39 [Robert.Lech@k12.nd.us](mailto:Robert.Lech@k12.nd.us).

1 HB2215 – Relating to Teacher Negotiations

2 Mandan Public Schools – Mike Bitz

3 Good morning Chairman Schaible and members of the Senate Education Committee. For the  
4 record, my name is Mike Bitz. I am fortunate to serve as the superintendent for Mandan Public  
5 Schools. I am here today in support of SB 2215. I will be brief.

6 I don't often look to the government to solve problems, but SB 2215 is needed legislation. As the  
7 teacher negotiation law is currently written there is no incentive for teachers to reach an agreement  
8 in a timely matter. This has the potential to put school district in a bind, because contracts cannot  
9 be issued without an agreement. Until contracts are signed, districts have no idea which teachers  
10 are returning, and which teachers are not. Let me explain the problem, a few years ago, a science  
11 teacher in Mandan accepted a job working in the oil fields for the summer. When negotiations  
12 wrapped up in July of that year, contracts were issued. This teacher chose to wait until the contract  
13 offer expired and forfeited his continuing contract rights. This left Mandan to try to find a qualified  
14 science teacher in August with the school year just weeks away. This put the school district in a  
15 difficult position. Letting negotiations drag on for months is not what is best for North Dakota  
16 students.

17 Nobody wants to go to impasse. In 27 years as a school administrator, I have never been to  
18 impasse. I don't believe that if this legislation is enacted into law that it will result in more district  
19 going to impasse. Assuming the legislature meets the full 80 days it is entitled to meet, school  
20 boards and teachers would still have 31 full days to come to an agreement. Having a deadline will  
21 not change what the eventual agreement will look like, it will just force both parties to negotiate  
22 with a sense of urgency. If the parties are close, they can agree to extend the deadline. If they are  
23 not close additional time is unlikely to help.

24 I urge you to give HB 2215 a DO PASS recommendation. I would be happy to stand for any  
25 questions.



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#4488

**SB2215**

**Testimony in Support**

**Fargo Public Schools – Dr. Rupak Gandhi, Superintendent**

**February 2, 2021**

Good Morning Chair Schaible and members of the Senate Education Committee. For the record, my name is Rupak Gandhi and I serve as the Superintendent of Schools for Fargo Public Schools.

I'm here today as a district administrator asking for your support for an for an Act to amend and reenact sections of the North Dakota Century Code, relating to deadlines for teacher negotiations between school districts and representative organizations; and to declare an emergency. The adversarial relationships resulting from contentious negotiation processes are well documented and can significantly impact both district operations and culture. In addition to parties that are directly involved, unsettled contracts can have significant impacts for a wide variety of employees within school districts.

My testimony today is focused on the operational impacts of delayed timelines for having negotiated contracts settled for school districts in North Dakota, based both on my personal experiences in Fargo Public Schools and on experiences of other district leaders documented by AASA, The School Superintendents Association<sup>1</sup>.

Without limitations, the collective bargaining process can take anywhere from 3 to 18 months. During the initial stage, both parties often have a low profile and issues are discussed in a congenial manner. However, the longer the negotiation process drags on, the more likely it is that both sides become polarizing in language, rhetoric, and messaging.

From both my experiences and those documented by other Superintendents, it is evident that the longer the bargaining process drags on, the greater the community's interest. This isn't surprising as the public will likely be affected by the outcome as it relates to taxes, parent-educator relationships, staff morale or the image of the school district. The media is interested in contract negotiations because contract negotiations are newsworthy events every cycle. The more controversial the process, the more the media's interest increases.

<sup>1</sup>Prosise, R., & Himes, L. (2002). The Collective Bargaining Tightrope. *School Administrator*, 59(6), 18-22.



When the negotiations process is saturated with conflict, anger and strife, which is more likely to occur as the process drags on, the school district suffers. The outcome will be poor relations and bitter feelings among and between all members of the school district and community.

If this bill is passed, contracted staff such as teachers and certified administrators will be paid at the new and correct amount beginning with their first paycheck of the new fiscal year/teaching year. When contracts are not settled by the end of the fiscal year, that may mean contracted staff and other hourly staff will be due retroactive pay. While districts can and do add extra procedures by payroll to ensure that the correct amount of retroactive pay is lump summed into an appropriate paycheck, it is not ideal for the employer or employee and creates additional layers of division between employees and employers of the same organization. As you can imagine, not having a fully executed contract leads to additional anxiety amongst staff.

Additionally, when a support staff employee receives retroactive pay those wages are subject to PERS retirement contributions. When retroactive pay is paid in a lump sum that payment needs to be spread to the months earned for PERS reporting. A large portion of this process is completed manually. In addition to processing retroactive payments for current employees, execution of contracts after the fiscal year has ended results in payroll processing retroactive payments for inactive employees, who would have earned a salary increase during their employment. This involves payroll reactivating employees, verifying direct deposits, etc. This creates additional challenges because school districts are obligated to deduct retirement contributions from former employees, however, if the employee closed their retirement account with the state, we are then instructed to return the retirement contribution.

As you consider the bill before you and focus on the parties involved in negotiations, I also ask you to consider the wide-spread impact delayed settlement of contracts can have for all employees of a school district and for a DO PASS of SB 2215.

*Great Public Schools**Great Public Service*

**Testimony on SB 2215  
Senate Education Committee  
February 2, 2021**

Good morning, Chairman Schaible and members of the Committee. For the record, my name is Nick Archuleta, and I am the president of North Dakota United. ND United is a union of professionals, including K-12 classroom teachers, dedicated to great public schools and great public service. I rise today in opposition to SB 2215 and to respectfully urge a DO NOT PASS recommendation on this completely unnecessary proposed legislation.

Mr. Chairman, I want to begin my testimony with a brief history of collective bargaining in North Dakota.

On March 28, 1969, the Minot School Board moved to issue teachers' contracts in a special session by formally terminating negotiations between the teachers and the board. Negotiations had broken down several days earlier, with teachers unhappy over a decreased rate of a salary increase. Their superintendent was instructed by the Board to issue contracts with a \$6,000 base salary and a revised salary schedule which reduced the number of lanes from ten to six.

Teachers were feeling additionally frustrated at how quickly negotiations were terminated. In comments to the Minot Daily News, Rudy Zupetz, then-president of the Minot Federation of Teachers, said, "We could have arrived at a more satisfactory agreement, I believe, had the board's team not insisted upon winding everything up Friday night. They felt they could not keep the news media waiting upon further negotiations."

According to a news release from the Minot Federation of Teachers, the teachers requested that "negotiations with the Minot School Board on several matters, including teachers' salary schedule, employment security and restoration of educational programs such as remedial reading and elementary music," be reopened.

On April 2, approximately 150 of Minot's 430 public school teachers went on strike. Dick Palmer, the editor of the North Dakota Education Association member magazine, *The North Dakota Teacher* wrote, "Teachers who have lived and taught in communities for a lifetime are putting jobs on the line in an effort for better salaries, which they strongly maintain will result in better education for their community's children."

Trading off headlines, splashed across the front page of the Minot Daily News, were stories about the strike and of a catastrophic flood of the Souris River in Minot. The state legislature, which was meeting in Bismarck, realized that what was happening in Minot was a harbinger of what was likely to play out across the state unless it established guidelines governing negotiations between school boards and teachers.

As a result, the North Dakota Legislature passed HB 175, enshrining Chapter 15-38.1 (now, 15.1-16) into the ND Century Code, titled “Teachers’ Representation and Negotiations.” The implementation of legislation acknowledging the right of teachers to collectively bargain the terms and conditions of employment was hailed at the time as a giant stride forward in terms of North Dakota teacher and school board relations.

This right did not come without a cost, however. Judge Roy A. Ivedson began to call teachers into court to face contempt charges for defying his injunction “to restrain and enjoin the teachers of the public schools of Minot from engaging in a strike.” The Associated Press reported that 22 teachers were sent to jail, and the Minot Daily News published a list of 125 teachers who were fired.

When I think of these teachers, Mr. Chairman, I think of heroes. They risked their jobs, their livelihoods, and their security to raise their profession and to improve the education environment for their colleagues and students. Their actions brought to light an emerging issue and the 44<sup>th</sup> Legislative Assembly sagaciously responded with a law that has served teachers, administrators, and school boards quite well since, with few exceptions. Any changes to the collective bargaining statute in North Dakota should serve to make things fairer for all parties. Not only does SB 2215 fail to do so, but it also only serves to exacerbate a serious flaw in the legislation. That is, SB 2215 further disadvantages teachers by making the field less level.

The North Dakota Supreme Court has recognized the inequality in bargaining power between teachers and school boards on at least three occasions.

- In Dickinson Education Association v. Dickinson Public School District (1993), the Supreme court said, “*We recognize that N.D.C.C. ch. 15-38.1 does not place school boards and public school teachers on equal footing in contract negotiations. In all contract negotiations conducted under N.D.C.C. § 15-38.1, a school board always holds a trump card – the power to unilaterally issue last-offer contracts, which teachers must either accept or reject – ranking higher than any held by the teachers.*”
- In Kenmare Education Association v. Kenmare Public School District, (2006), the Supreme Court said, “*We are mindful that a school district’s authority to end contract negotiations creates unequal bargaining power.*”
- In Dickinson Education Association v. Dickinson Public School District, (2014), The Supreme Court said, “*We are mindful of the unequal bargaining power created by a school district’s authority to end contract negotiations. The apparent purpose for allowing a school district to bring good faith negotiations for an ensuing school year to an end is to permit schools to operate with a teaching staff for that school year. Limiting a school district’s authority to issue unilateral last offer contracts to a single school year then under negotiation is consistent with that purpose.*”



Chairman Schaible and members of the Committee, please consider the following points:

1. Placing a deadline for the declaration of impasse, which SB 2215 does, simply adds to the existing unequal bargaining power of a school board. As it currently exists, the law provides that after a reasonable period of negotiations, impasse exists, or the parties can always agree that impasse exists. The latter is most often the case. It is very unusual to simply have one party agree that impasse exists. The situation that developed in the Fargo School District in 2019 is the first time that legal action was ever taken regarding the declaration of impasse. The District Judge dismissed the case, not on the merits, he dismissed it because Fargo Education Association had another remedy in the form of the Fact Finding Commission.
2. Placing a deadline on the declaration of impasse runs contrary to N.D.C.C. § 15.1-16-13(4). Pursuant to this section, school boards and teachers shall meet at reasonable times and negotiate in good faith regarding the terms and conditions of employment, employer/employee relations, formation of a contract which may contain a provision for binding arbitration, and the interpretation of an existing contract. Nothing in subsection 13 “compels either the board of a school district or a representative organization to agree to a proposal or to make a concession.” Proposing a deadline to declare impasse forces teachers to either make concessions to school board proposals or risk the potential that impasse will be declared.
3. By proposing a deadline on declaring impasse by June 1, school boards are encouraged to slow walk negotiations until June 1<sup>st</sup> to declare impasse and turn negotiations over to the ND Fact Finding Commission, whose rulings are not binding on school boards.
4. No student’s education has ever been negatively impacted by negotiations which have continued beyond June 1<sup>st</sup>. Teachers and administrators have always continued to work in the best interests of our students regardless of the status of their negotiations.
5. There has never been an exodus of teachers from a school district because negotiations went beyond June 1<sup>st</sup>. Those returning teachers all have continuing contracts with the school district which is a guarantee of employment for the next school year. Teachers who leave, though very few do, run the risk that they will not be employed during the next school year. Most teachers have some type of contact or connection with the community which prevents them from being overly mobile.

6. School Boards are not disadvantaged in any way by extended negotiations. An argument can be made that teachers are disadvantaged because if they receive pay raises during negotiations, and the school district commences, they will not receive that extra compensation until negotiations have been concluded.
7. It is well known that the months of April and May are the busiest for teachers as the school year is winding down. At those times, to require that negotiations be completed by June 1<sup>st</sup> simply adds to the stress teachers will experience during the last few weeks of May. It is much better to allow negotiations to go into the summer when teachers can look at and contemplate the proposals made by their school board, and vice versa.

Chairman Schaible and members of the Committee, in the eyes of our members, SB 2215 is, at best, a solution to a problem that does not exist. At worst, it is seen as a cynical attempt to further weaken the hand of teachers as they negotiate the terms and conditions of their employment. Our members agree with the ND Supreme Court that even before the parties sit down to negotiate, school boards have the upper hand. SB 2215, should it become law, would further put the heavy thumb of the state on the scales of just negotiations in favor of the school boards. That is the antithesis of "the light touch of government."

The way SB 2215 came to be is analogous to my daughters when they were in middle school. On occasion, my daughters would have a difference of opinion that turned into an argument. Inevitably, one would appear before my wife and I, make their case, and expect us to intervene on her behalf, without ever getting the other side of the story. Usually, we did not fall for that ploy. We would seek out the other side of the story before deciding on a course of action. Often, we would tell them to try to work it out on their own before asking us to decide, because neither of them was likely to be entirely satisfied with what we had to say. That proved to be an effective plan. They learned not to run to us when they have not attempted to work out their differences with each other.

That is what happened here. The School Boards Association, on behalf of the Fargo School Board following a contentious negotiation, came to the state of North Dakota to solve a problem that it had not tried to solve locally. Rather than trying to ascertain all the facts or telling the NDSBA to try to work it out between the parties involved, the state, should SB 2215 pass, will unilaterally intervene in a local matter, further ignoring the principle of local control.

Chairman Schaible and members of the Committee, ND United released a poll two weeks ago that revealed that where once 83% of educators planned to retire as a teacher when they began their career, now, just 50% of new educators plan on spending their entire career in teaching. Educators attribute this dramatic drop to increased pressure and job burnout. They have been paying attention to what has happened in the legislature over the course of recent sessions. They have seen the time allowed for them to accept their



contracts shrink from 30 days to 14 days. They have seen any number of voucher schemes introduced that, if passed, would divert dollars raised for public purposes, including K-12 education, to private schools, parochial schools, and homeschools. They have seen the value of the licenses they worked hard to earn devalued by alternative licensure policies. Furthermore, teachers know that fair negotiations result in outcomes that attract young people to the profession and encourage talented people to remain in the profession. And everyone in this room knows that when good people are drawn to the profession and talented people are encouraged to remain in the profession, the real winners are the children and the communities they serve.

Finally, Mr. Chairman teachers deserve respect. They deserve dignity. They deserve a fair shake at the bargaining table. SB 2215 falls far short in delivering any of those.

For these reasons, Mr. Chairman, I urge a DO NOT PASS recommendation for SB 2215. My testimony is concluded, and I am happy to answer any questions you may have, if I am able.



## Senate Bill 2215 Testimony

Good morning Chairman Schaible, members of the education committee, and all others present. My name is Landen Schmeichel and I am proud to be an educator here in Bismarck, ND. I am here today to offer testimony in opposition to Senate Bill 2215.

As an educator I see the outcome of Senate Bill 2215 negatively impacting the people I care about the most: my students. Along with centralizing what should be local control over negotiations and contracts, this bill would also diminish the ameliorative time that educators and, more specifically, educators representing educators have to bargain in order to empower the lives of every K-12 learner across the state.

Senate Bill 2215 is a quixotic solution to a non-problem. By shortening the time frame for negotiations, the bill would deprive educators of the time and means necessary to ensure college and career readiness for their students. Education is not just about designing cogent preparation for the demands of a 21st century world, but is also about invigorating and motivating all students who leave our schools with the skills and knowledge ready to adapt to any change or challenge. Negotiations provide educators the salient vehicle in which to ensure that their workplaces and schools equip them to do just that. With this bill's passage, one particular stakeholder group would be effectively silenced, and unfortunately for learners in ND, that group would be educators — the group that has the greatest insight as to how to provide effective and quality instruction.

In a state that champions local government and small-town resolutions, Senate Bill 2215 argues the antithesis of ND's values. Arbitrary negotiation caps derived from particularly contentious and extreme circumstances of negotiations composed and in reaction by the ND State Legislature for negotiations are in response to the exception, and certainly not the rule of negotiations throughout our great state. SB 2215 would strip local control from local teachers, and this is the opposite approach that is typically championed by

stolid conservatives. Moreover, in a state that typically seeks to discourage government involvement, SB 2215 betrays those values, entrusting the process to fraternity at the legislature, rather than the proven grit and intelligence of local teachers and leaders.

According to recent polling, only 38% of teachers between ages 30-39 plan to teach until retirement. At a time when teachers have navigated through perhaps the most challenging time in American history for educators and questions about teacher retention should be of paramount concern to those who legislate, it is unequivocally not the right moment to introduce legislation that would limit their ability to appeal for the needs of their students. We must refute policies and procedures that silence the voice of local leadership and classroom empowerment and focus on supporting educators across our state in order that they can empower the generations that follow. Embracing opposition to SB 2215 does exactly that.

With a legislative session concluding in either the late fourth or early fifth month of this year, a June deadline for negotiations is unrealistic and untimely. As an educator of US History, I understand that the most important feature of producing quality products or outcomes includes the purposeful time spent in the classroom researching and negotiating perspectives. Much like students, teachers and local leaders need quality time to create the most meaningful experiences possible to not only prepare, but to also propel students into a successful future. Furthermore, the end of the year for educators is packed full of deadlines; teachers serving in negotiation processes would only be further stressed and constrained by the language of 2215. The arbitrary deadline would put all stakeholders — ND School Boards, administrators, and educators — in a time constriction that would destroy the intentional and integral necessity of negotiations in our state. In opposing SB 2215, please join me in the work that my colleagues and I engage in everyday — ensuring that our students have the skills, resources and knowledge at hand to navigate a complicated world. Please join me in denouncing a bill that is unnecessary and strikes at the heart of a process that is designed to assist in creating a future we will all continue to

share. Thank you for your time; I would be happy to stand for any questions related to my remarks.

Contact information:

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701-425-6294

Good morning, members of the Senate Education committee. My name is Loren Nieuwsma and I am an English and Speech teacher at Mandan high school. Previously I taught at New Rockford-Sheyenne and Devils Lake. I am here today to testify against SB 2215.

While I could discuss why this bill is problematic on many different levels, I have decided to focus more on the logistics of the bill, particularly time and intent. For your knowledge, I have negotiated in every school that have taught in. I have learned that the process of negotiation is vital as a contract dictates pay, rights, and protections of the teacher and district. In an industry that is becoming ever more complicated and daunting, this process is necessary because unlike other jobs in this state, teachers are required to fulfill their contract in full or lose their license for a year. They don't have the luxury of leaving if something happens; they have to deal with it. The contract is there to support and protect them.

While most schools do start negotiating their contracts in January, most schools wait until the legislature finishes their session as the last item of business typically is education funding. Since they can't get the dollar amount sooner, collective bargaining already is stalled until the end of April. Given that this bill gives finite dates that limit time for bargaining, the process is rushed. To reduce time from both ends would mute the conversation needed to make a solid contract to protect both parties.

I do want to state that while it seems like bargaining is always an "us versus them" situation, in a healthy school district, it is not. In a healthy school district, both sides respect each other and understand that this process is necessary. Remember, while teaching is more vital than ever, this is still a job and teachers still have bills to pay as well as the desire to make the pay increase for their experience. To shorten this process down would reduce the chance for the teachers to make the proper advancements.

However, this leads me to my main biggest problem with this bill: intent. Since I started teaching 13 years ago, these types of bills have been passed in hopes to fix the problems of securing good teachers. Yet these bills continue to appear each and every year, and the number of new teachers entering the field continues to decrease. I have even had students say that they would like to become a teacher, but it just isn't worth it anymore after seeing these bills passed. Bills, such as silencing voices and concerns at the bargaining table in hopes to get a signature on a contract, is just putting a band aide on a gushing wound that is in need of stitches. It starts with recruiting more people to become teachers so there will be enough to fill all the jobs in the state. That will help fix the underlying problem; passing a bill that telling teachers their concerns only deserve a little amount of time at a bargaining table will not and could possibly cause even more problems.

I hope you consider not passing this bill as it doesn't fix the main problem. It just continues to mute the voices of good, hardworking teachers in the state by forcing their hand at the bargaining table.

January 29, 2021

Mr. Chairman and members of the committee,

My name is Sarah Lerud. I am the librarian at the Valley City Jr. Sr. High School that serves students in grades 7 – 12. I am currently the Valley City Education Association President and have been a negotiator for VCEA for nearly all of my sixteen years working at VCHS. I am against SB 2215 because of the deadline for negotiations that it is trying to impose.

In all my years as a negotiator, we have never concluded negotiations before June 1<sup>st</sup> which this bill is trying to limit. Districts do not know how much money they will be receiving from the state especially in a new biennium until May. That would give the negotiations process less than a month to be completed. Teachers are still working full time during May, and it can be difficult to set up appropriate meeting times for all stake holders in negotiations during the school year.

For many years, our district did not even start negotiations until after school was out. It is unfair to ask our teachers and negotiators to complete their contract negotiations in such a short timeframe. The timeframe of negotiations should be left to local control and not decided at the state level. Each district and education association can determine what is best for their negotiations process.

Thank you,

Sarah E. Lerud  
652 2<sup>nd</sup> Ave NE  
Valley City, ND 58072

Cell: 701.840.0353  
Email: [slerud@bektel.com](mailto:slerud@bektel.com)

Good morning Chairman Schaible and Committee members. Thank-you for the opportunity to share my opinion. My name is Jay Schobinger. I am a high school math teacher with the Dickinson Public School District. I am currently in my 31<sup>st</sup> year of teaching, the past 30 at Dickinson High School. I have been a Dickinson resident for over 40 years, graduating from Dickinson High School and Dickinson State University.

I am an active member of the Dickinson Education Association. Throughout my teaching career, I have been involved in the negotiation process as a representative of the DEA. The Dickinson Education Association represents professional educators within the Dickinson Public School District and is recognized by the Dickinson Public School Board as the representative organization in contract negotiations.

I deliver my testimony today in opposition of SB 2215 and urge a DO NOT PASS recommendation for this bill.

Mr. Chairman, if SB 2215 were to pass, it would only serve to limit the voice of teachers by setting a deadline on our ability to negotiate in good faith a fair contract with our employer.

Please consider the following:

- 1) The Legislature generally does not pass an education funding bill until the last days of the session, which are usually around the end of April or in early May.
- 2) Board members and teachers have full time jobs as well as other commitments in their lives. Finding mutually agreeable dates can be challenging. As in my case, many negotiators are also coaches with many evenings and weekends taken up with practices and competitions.
- 3) Every school district is different. This bill would effectively create a situation in which the representative organization and the school board would have to put a deadline on the meaningful conversations that build trust between the negotiating parties and the ability to come to a fair agreement on a contract.
- 4) If June 1 were to trigger automatic impasse, the school board could simply wait until that date, go through impasse and then impose contracts.
- 5) The impasse process is very time consuming. There is also a cost for the impasse process that is shared between the negotiating parties.

As a teacher and local negotiator, I believe the state legislature setting statutory deadlines that limit local control will make discussions and community engagement more difficult. This would be unproductive and would only serve to limit the voice educators have in their workplace and community. More importantly, it will also limit the teacher's ability to advocate for their students and classrooms.

The current wording in the Century Code has been sufficient for the vast majority of the school districts during the negotiations process and does not need to be changed due to an exception rather than the norm.



Therefore, I urge you to recommend a DO NOT PASS for SB 2215.

Thank-you again for allowing me this opportunity.

Sincerely,

Jay Schobinger



1 SB 2215 – Negotiations Timeline

2 NDCEL Testimony in Support

3 Chairman Schaible and members of the Senate Education Committee – for the record my name is  
4 Dr. Aimee Copas – I serve as the Executive Director for the North Dakota Council of Educational  
5 Leaders serving our state’s school administrators, directors, and school leaders.

6 We are here today in support of this bill that would establish reasonable timelines for good faith  
7 negotiations with a school board, thereby allowing districts to reach an amiable agreement with  
8 their teachers, offer them a contract, and have those contracts legally signed and submitted prior  
9 to the start of the school year.

10 You’ve heard ample testimony today supporting the rationale of this bill. I am here today to simply  
11 share the support of our organization as it also includes negotiations with administrative units such  
12 as school principals, CTE directors, et. as well. We fully support the reasonable timelines and  
13 strongly encourage a Do-Pass recommendation on SB 2215.

14 Thank you for your time.

*NDCEL is the strongest unifying voice representing and supporting administrators and educational leaders in pursuit of quality education  
for all students in North Dakota.*

*Executive Director: Aimee Copas-----Assistant Director: Russ Ziegler*

Chairman Schaible and Senate Education committee,

My name is Danielle Giesler, I am currently in my 8<sup>th</sup> year as a School Counselor at Jamestown Middle School. I also serve as president of our local education association and have also been a part of our negotiating teams. I am currently on maternity leave, but felt compelled to address SB2215 with you.

I am writing to urge you to oppose this bill. This bill is an attempt to limit the abilities of local teachers to negotiate fair contracts. If passed, this would take away local control of the timing of negotiations from School Boards and local bargaining units, where it belongs. This could drastically impact working conditions for all North Dakota teachers at a time when teachers are already struggling.

Data consistently shows that although North Dakota graduates enough teachers from our colleges, our schools across the state are struggling with recruiting and retention of these teachers. In fact, only 50% of current teachers that are employed plan to retire as a teacher. The teaching profession is experiencing a crisis of stress that is leading to burn out.

One way that we know that helps deal with burn out is to feel heard on the conditions in our workplace. By limiting the length of time of negotiations, it also limits the amount of time where meaningful conversations can be had to work through the needs of teachers and improve working conditions for teachers and learning environments for our kids.

A fair contract has a direct impact on their work life, which helps with retaining experienced teachers, which directly impacts their students. North Dakota students deserve to have experienced teachers in their classrooms, the more stress and burn out, the more teachers are leaving their professions. The best contracts come through real dialogue with a timeline set at the local level not at the state.

I urge a Do Not Pass on SB2215.

Sincerely,

Danielle Giesler

Jamestown, ND

# 2021 SENATE STANDING COMMITTEE MINUTES

Education Committee  
Room JW216, State Capitol

SB 2215  
2/10/2021

A BILL relating to deadlines for teacher negotiations between school districts and representative organizations; and to declare an emergency.

**Chair Schaible** called to order at 3:23 p.m.

**Discussion Topics:**

- Negotiations Time Frame

**Chair Schaible** brought forth amendment 21.0601.01006

**Amy DeKok – SBA** – came forward to explain the Amendment

**Nick Archuleta** – ND United agreed with Amy DeKok's explanation of the bill

**Sen Elkin moves** Do Pass on amendment 21.0601.01006

**Sen Lemm** seconded

**Roll Call Vote: 5-1-0 Motion Passed**

**Sen Oban:** I move amendment 21.0601.01003

**Sen Wobbema:** I second

**Roll Call Vote: 4-2-0 Motion Passed**

**Sen Elkin:** I move a Do Pass as Amended

**Sen Wobbema:** I second

**Roll Call Vote: 4-2-0 Motion Passed**

**Sen Schaible will carry the bill**

Adjourned at 3:48 p.m.

*Lynn Wolf, Committee Clerk*

Senator	Attendance
Chairman Schaible	P
Senator Elkin	P
Senator Conley	P
Senator Lemm	P
Senator Oban	P
Senator Wobbema	P

Amendment 01006	Vote
Chairman Schaible	Y
Senator Elkin	Y
Senator Conley	Y
Senator Lemm	Y
Senator Oban	N
Senator Wobbema	Y

Amendment 01003	Vote
Chairman Schaible	N
Senator Elkin	Y
Senator Conley	N
Senator Lemm	Y
Senator Oban	Y
Senator Wobbema	Y

SB 2215	Vote
Chairman Schaible	Y
Senator Elkin	Y
Senator Conley	Y
Senator Lemm	Y
Senator Oban	N
Senator Wobbema	N

21.0601.01006  
Title.

Prepared by the Legislative Council staff for  
Senator Schaible  
February 10, 2021

PROPOSED AMENDMENTS TO SENATE BILL NO. 2215

Page 3, line 14, replace "June" with "July"

Renumber accordingly

February 9, 2021

PROPOSED AMENDMENTS TO SENATE BILL NO. 2215

Page 1, line 4, remove "; and to declare an"

Page 1, line 5, remove "emergency"

Page 5, remove lines 14 and 15

Renumber accordingly

February 10, 2021

CS  
2/16  
1 of 1

PROPOSED AMENDMENTS TO SENATE BILL NO. 2215

Page 1, line 4, remove "; and to declare an"

Page 1, line 5, remove "emergency"

Page 3, line 14, replace "June" with "July"

Page 3, line 21, replace "June" with "July"

Page 5, remove lines 14 and 15

Renumber accordingly

**REPORT OF STANDING COMMITTEE**

**SB 2215: Education Committee (Sen. Schaible, Chairman)** recommends **AMENDMENTS AS FOLLOWS** and when so amended, recommends **DO PASS** (4 YEAS, 2 NAYS, 0 ABSENT AND NOT VOTING). SB 2215 was placed on the Sixth order on the calendar.

Page 1, line 4, remove "; and to declare an"

Page 1, line 5, remove "emergency"

Page 3, line 14, replace "June" with "July"

Page 3, line 21, replace "June" with "July"

Page 5, remove lines 14 and 15

Renumber accordingly



**2021 HOUSE EDUCATION**

**SB 2215**

# 2021 HOUSE STANDING COMMITTEE MINUTES

## Education Committee Coteau AB Room, State Capitol

SB 2215  
3/17/2021

Relating to deadlines for teacher negotiations between school districts and representative organizations

**Chairman Owens** opened the hearing at 10:10 AM. Roll call: Reps. Owens, Schreiber-Beck, Hauck, Heinert, Hoverson, D. Johnson, M. Johnson, Longmuir, Marschall, Pyle, Richter, Zubke, Guggisberg and Hager present.

### Discussion Topics:

- Negotiation petitioning timeline
- Representative organization clarification
- Proposed deadline timeframe insertion
- Deadline process questioned
- Declaration of Impasse decree
- Negotiation bargaining planning process

**Sen. Don Schaible** introduced the bill, #9741

**Amy DeKok**, Counsel, North Dakota School Boards Association, #9767

**Roger Haut**, President, Jamestown Public School Board, #9799

**Jim Johnson**, Board Member, Fargo Public Schools, #9819

**Robert Lech**, Superintendent, Jamestown Public School District #1, #9800

**Mike Bitz**, Superintendent, Mandan Public Schools oral testimony

**Aimee Copas**, Executive Director, ND CEL, #9613

**Nick Archuleta**, ND United, #9817

**Mike Geierman**, ND Education Association oral testimony.

**Jenifer Mastrud**, President, Fargo Education Association, #9709

**Melissa Buchhop**, President, Grand Forks Education Association, #9250

**Joseph Kennedy**, former teacher/negotiator – Fargo, #9772

**Additional written testimony:** #9654

**Chairman Owens** closed the hearing at 11:40 AM.

*Bev Monroe, Committee Clerk*

Chairman Owens and House Education Committee, for the record my name is Senator Don Schaible, representing District 31, here to introduce SB 2215.

Just a brief explanation on how this process currently works. Negotiations can not begin until the negotiating unit (teachers) or the school board provide notice of their intent to negotiate.

- Once notice has been provided, a 2 step recognition process is followed for the negotiations to begin. This process is necessary to define the negotiating unit and recognize the representative organization that will represent the unit in negotiations with the board. However, there is no timeframe built into statute as to when this must occur. If this process isn't started or it is delayed, it can significantly impact the timing and completion of negotiations.
- Once the recognition process is complete, negotiations must begin within 30 days unless the parties agree otherwise. However, other than the general duty to negotiate in good faith, there are no other timeframes or deadlines in place to encourage the parties to pursue negotiations in a timely and reasonable manner.
- Current practice has allowed schools to meet until a reasonable contract is agreed to, or both side agree that they are at impasse or one side brings a lawsuit alleging bad faith negotiations which further delaying the process.
- If a contract is agreed to, contracts are issued and teachers have 15 days to sign or reject and if rejected, the school can then look find a replacement for that position.
- If impasse is agreed to, the process is turned over to Fact Finding Commission, hearing is held, the Commission suggests and non-binding opinion, one more negotiating meeting held and if no agreement is met, the school board may offer is final offer contract to the teachers and they again have the 15 days to accept.

SB 2215 ads to clarify this two-step recognition process and provides a deadline of July 1<sup>st</sup> that if no agreement has been reached that impasse would be assumed to exist and that final stage of negotiation would begin under fact finding. Now if both sides see further value in negotiating and with mutual consent, negotiation can continue.

There was some discussion that the deadline was to early in the process with the uncertain of state funding. That is one reason for the amendment that we passed in the Senate to extend the deadline to July 1<sup>st</sup>.

Chairman Owens and Committee, I understand that impasse is not the norm of the vast majority of our school and that in most cases the negotiation process works fine, and teachers and boards find a reasonable solution to contract disputes. This bill also allows negotiations process to continue longer than July 1<sup>st</sup> if both parties believe further meeting would be beneficial. This bill in no way is trying to hinder the negotiation process but is an attempt to streamline the process and provides a pathway to move this process along when no further progress is made by holding more meetings. This bill would prevent stalling or not meeting as a tactic of either side and would provide certainty to a reasonable end of this process. I believe most legislators in North Dakota understand the importance of a deadline in the completion of our work with the 80 day limit that we must abide by. I believe certainty to completion is better for moral of staff, the board and the community. Being able to know the budget and offer contracts before school starts and having everyone focusing on education rather than negotiation would also seem to be reasonable.

Chairman Owens and House Education Committee that ends my introduction of this bill and I will try to answer your questions.

**NDSBA****NORTH DAKOTA SCHOOL  
BOARDS ASSOCIATION**

P.O. Box 7128  
Bismarck ND 58507-7128  
1-800-932-8791 • (701)255-4127  
[www.ndsba.org](http://www.ndsba.org)

**SB 2215**  
**Testimony of Amy De Kok**  
**House Education**  
**March 17, 2021**

Chairman Owens and members of the House Education committee, my name is Amy De Kok. I am in-house legal counsel for the North Dakota School Boards Association. NDSBA represents all North Dakota public school districts and their boards. I am here today in support of SB 2215.

SB 2215 seeks to build into NDCC chapter 15.1-16, which addresses teacher representation and negotiation, a more structured timeframe to assist school boards and teachers in their pursuit of good faith contract negotiations within a reasonable period of time. With the passage of SB 2215, the overall structure of the negotiations process as it works in practice throughout North Dakota today would remain the same. Before I get into the bill, I think it would be helpful to briefly review the requirements of NDCC chapter 15.1-16 regarding the negotiations process. Before I begin, I want to define two important concepts relevant to negotiations: (1) a negotiating unit; and, (2) a representative organization. A negotiating unit is a group of employees that will be subject to the agreement reached as a result of the negotiations (e.g., teachers). A representative organization is the organization chosen by the negotiating unit to represent it at the table with the board to negotiate the agreement. This is usually the local teachers association (e.g., the Bismarck Education Association or the Fargo Education Association).

The purpose of teacher negotiations is for the board and the teachers to enter into a master contract or negotiated agreement that addresses the terms and conditions of the teachers' employment with the district. The master contract/negotiated agreement governs the relationship between the parties for the term of the contract (usually 2 years) and individual teacher contracts are issued based on the terms of the negotiated agreement. Negotiations typically occur every other year, usually during a legislative year. This usually results in a 2-year master contract. However, nothing in ND law prohibits school boards and teachers from negotiating every year. Indeed, there are some districts in ND where the board and teachers will only agree on a one-year master contract.

Negotiations cannot begin until either the board or a representative organization (usually the local teachers association) for the negotiating unit (the teachers) provides notice to the other side of their intent to



negotiate. This notice must be provided no later than 60 days before the anniversary date of the negotiated agreement (typically July 1<sup>st</sup>). Once notice is provided and regardless of which party provides the notice, a 2-step recognition process is supposed to occur before actual negotiations may begin. This recognition process does two things: it defines the appropriate negotiating unit of employees and identifies the representative organization that will represent the unit in negotiations. However, there is no time frame built into statute as to when this process must occur following provision of the notice of intent to negotiate. If this recognition process is not commenced or is delayed, it can significantly impact the timing and completion of negotiations.

The 2-step recognition process begins with the filing of a petition for recognition of an appropriate negotiating unit. There is no timeframe or deadlines in the NDCC for this step in terms of when this request must be filed or when the board must act on/consider it. Once the board approves the appropriate negotiating unit, the second step is for a representative organization to file a petition with the board to be recognized as the party that will represent the unit in negotiations. Again, there is no deadline or timeframe by which this request must be filed in relation to the recognition of the unit; however, there are deadlines for what is to occur once such a petition is filed with the board. In practice in most districts, the local teachers association submits a petition containing both requests. Because the NDCC contemplates a 2-step process and there are not sufficient deadlines and timeframes built into the process in statute, this often causes confusion as to how the recognition process should move forward, especially when the two requests are included in one petition, and has caused boards to inadvertently miss the few deadlines required by statute. As I will explain shortly, SB 2215 provides a better structure for this process to occur.

Once the recognition process is complete, negotiations must begin within 30 days unless the parties agree otherwise. However, other than the duty to negotiate in good faith, there are no other time frames or deadlines in place to encourage the parties to pursue negotiations in a timely manner. This has led to use of delay as a negotiation tactic. In some situations, parties have refused to meet at all during the summer months and the next school year begins without a negotiated agreement. This has caused issues with the annual budgeting process as well because teacher salaries and benefits (often the largest portion of a district's annual budget) are not known prior to completing the budget for the upcoming year.

The only option to respond to such tactics is to bring a lawsuit in district court alleging bad faith negotiations. Two districts were forced to pursue this option in the last few years, causing them to incur significant legal fees and costs. More importantly, this just causes further delay of the negotiations process. In one case, the process was delayed almost 18 months. As negotiations drag on, it is common to see once amicable discussions turn adversarial and contentious, which benefits neither side. In these situations,

boards are often left with no real option to keep negotiations moving forward other than to declare impasse. However, even this option has been challenged in the past few years and only led to further delay.

As a result of these ongoing concerns with the statutory requirements and their impact on how negotiations proceed, SB 2215 is being proposed to build additional structure and timeframes into the process in an effort to benefit all sides. To this end, SB 2215, as amended in the Senate, does several things:

- Incorporates specific deadlines within the current statutory structure relating to the 2-step recognition process. This is reflected in Sections 2 and 3 of the bill.
  - Specifically, a petition requesting recognition of the appropriate negotiating unit must be filed with the school board no later than February first of the current school year. The board must accept or reject the proposed negotiating unit described in the petition within 30 days of receipt.
  - In addition, a petition requesting recognition of a representative organization must be filed with the school board no later than March first of the current school year. The existing process/deadlines following receipt of this petition remains the same.
  - The proposed deadlines and timeframes will require only one meeting of the board, at which the board will accept or reject the proposed negotiating unit and if accepted, will consider the request to recognize the representative organization that will have authority to negotiate on behalf of the unit.
  - This allows the representative organization to file one petition containing both requests or to file two separate petitions, if desired.
- Moves the deadline to provide notice of intent to negotiate/renegotiate in section 15.1-16-13(3) from no less than 60 days before annual anniversary date to no less than 160 days before annual anniversary date. This is reflected in Section 4 of the bill.
  - Providing notice of intent is the first step in the negotiation process and therefore, it makes sense to move this deadline up in light of the proposed deadlines relating to the recognition process.
  - Also, in my experience, this notice is already being provided in most instances much earlier than 60 days before the anniversary date of the master contract.
- Adds an end date of July first for completion of negotiations unless otherwise agreed to by the parties. This is reflected in Section 4 of the bill.
  - This will encourage both parties to diligently pursue negotiations and will prevent the parties from using undue delay or the potential threat of starting the school year without a contract as a negotiation tactic.
  - It will also require negotiations to be completed in advance of the annual budgeting process conducted by the board, as well as in time for the new pay schedule that typically begins on July 1<sup>st</sup>.
  - There is an option for the parties to agree to extend this deadline if more time is needed.

- Provides that impasse will exist by operation of law if any of the following three situations occur: (1) after a reasonable period of negotiation, an agreement has not been formulated and a dispute exists; (2) by July first following recognition, an agreement has not been reached between the board and the representative organization and the parties have not otherwise agreed to extend the negotiations period; or (3) the board and the representative both agree that an impasse exists.
  - This is reflected in Section 5 of the bill.
  - The first and third bases are already included in existing law.
  - This clarifies that if negotiations are not complete by July first, an impasse exists.
- Removes the implication that the factfinding commission must determine that an impasse exists before it may provide assistance.
  - This change is reflected in Sections 1 and 6.
  - The factfinding commission has agreed that having it make this determination is not appropriate.
- Makes clear that the representative organization maintains its authority to represent the negotiating unit for the duration of the contract term or until another representative organization is recognized by the board pursuant to the process set forth in statute.
  - This ensures that the parties are able to come back to the table and modify the agreement during the term if necessary (e.g., COVID compensation).

NDSBA supports SB 2215 because we believe it benefits all parties in the negotiation process and builds more structure into the process so that negotiations may be conducted in good faith and with fair and reasonable diligence. It will ensure the district can issue contracts to its teachers prior to the start of the new school year, which will provide certainty to its teaching staff in terms of salary and benefits, among other things. Overall, teachers do not want to start the school year without their contracts and districts want to be able to provide this certainty to its staff and avoid retention problems that are often created by starting the school year without contracts. This concern was referenced in the debate on the Senate floor in support of the bill. Teachers will still have the same amount of time to accept or reject their individual contracts following completion of negotiations. SB 2215 will allow a district to confirm its staffing needs prior to the start of the school year.

You will hear from opponents to this bill that SB 2215 takes away local control. This is simply not true. SB 2215 will not impact local control of negotiations as the board and teachers may still negotiate as they see fit. For example, they may still meet when and wherever and for how long they choose. The parties may start negotiations as early as they would like to ensure adequate time if that is a concern in that particular district. Nothing in SB 2215 would require either side to agree to a particular offer, provision or issue; the parties retain the freedom to structure their contract the way they see fit. They also have the

ability to extend negotiations beyond the deadline if more time is necessary to complete the process. Finally, we believe it will also avoid costly and unnecessary litigation that has wreaked havoc in the negotiations process in over the years.

For all of these reasons, NDSBA asks the committee to issue a do pass recommendation on SB 2215. Thank you for your time. I would be happy to answer any questions the committee may have.

## Testimony on Senate Bill No. 2215

**Presented to the House Education Committee**

**Mr. Roger Haut, Board President, Jamestown Public School District #1**

**March 17, 2021**

Good morning Chairman Owens and members of the House Education Committee. For the record, my name is Roger Haut, I serve as the board president and lead negotiator for the Jamestown Public School Board, currently serving my 3rd term on the board. I am providing testimony in support of Senate Bill 2215.

I have become increasingly concerned with what appears to be a strategy to delay negotiations into the school year as a means of leverage, as opposed to working in good faith towards an agreement. While my testimony will provide context to what we experienced in Jamestown, my concerns extend to the delays that have occurred in other school districts as well.

In the last negotiations cycle in Jamestown in 2019, we began negotiations on May 9 and met another 4 times during the months of May and June and then once in the month of July. The time between these meetings averaged between 7 and 18 days. After the July 15 meeting, however, the delays stretched to 24 days to August 8 and then an additional 40 days to September 17. Further exacerbating the issue, the board received only three new negotiation proposals over the last five meetings, which covered 97 days. The board declared impasse on September 17, but we agreed to a request by the association to meet again on September 23. This meeting provided our first new proposal from the association in 46 days. As a result, the board negotiators engaged in discussions and reached an agreement that night.

24 While we eventually agreed in 2019, this should have been done much earlier. The  
25 delay tactics were unnecessary and ultimately counterproductive to good faith negotiations.  
26 Had the changes outlined in Senate Bill 2215 been in place in 2019, I feel certain that we would  
27 have obtained the same outcome. The only difference is that contracts would have been issued  
28 in July instead of October. Teachers would have been assured the terms of the agreement  
29 before starting the school year, the district would have been able to hire if new teachers would  
30 be needed, and students and families would have known, with certainty, who would be in that  
31 classroom on the first day of school.

32 I believe it is crucial to recognize that this bill still allows for school districts and  
33 education associations to negotiate after the deadline date when both sides agree to do so.  
34 Local control remains in place and I am certain that this allowable extension will be used as  
35 boards and associations work together through the challenges inherent in negotiations. The  
36 deadline, however, instills urgency to these discussions and a resolution that provides a path  
37 for districts to issue contracts prior to the beginning of the school year. Our school districts,  
38 communities, students, and teachers deserve to have these discussions prioritized in the  
39 manner that best provides a resolution.

40 I ask that you support providing a reasonable and flexible deadline that ensures contract  
41 negotiations between teachers and school boards can be completed in a comprehensive  
42 manner prior to the beginning of the next school year through a Do Pass Recommendation on  
43 Senate Bill 2215. I thank you for your time and I would be open to questions and may be  
44 reached through email at [Roger.Haut@k12.nd.us](mailto:Roger.Haut@k12.nd.us).

## Testimony on Senate Bill 2215 – March 17th, 2021

### Jim Johnson, Board Member Fargo Public Schools

Good morning Chairman Owens, and members of the House Education Committee.

I am Jim Johnson, a member of the Fargo School Board since 2001, past board member and president of the North Dakota School Board's Association, and current board member and chairman of the South East Education Cooperative. I am here today to offer testimony in support of SB 2215.

In 1969 the legislature passed HB 175 and it was signed into law. HB 175 created in statutes the right for public school teachers to collectively bargain with their employing school district. To the best of my knowledge they are the only public employees in North Dakota that have been granted this right by the legislature.

During my service on the Fargo School Board I have served on the board's negotiating team in 10 of our last 11 negotiation sessions. While I can't determine the reason, it would appear that one of the negotiating strategies, that has recently appeared is to stretch the process out.

A look back at our last 3 negotiations sessions with our teachers might be helpful in understanding why I believe everybody involved should support SB 2215.

In 2017 we began negotiations on Jan. 5<sup>th</sup>

A total of 8 meetings were held between 1/5 and 6/27

6/27 Impasse was declared and the state Fact Finding Commission was contacted.

7/19 Fact Finding Commission hearing was held

7/25 Fact finding Commission report was received

8/15 A 1-year contract was ratified (prior to the start of the school year)

In 2018 we began negotiations on Jan. 11<sup>th</sup>

A total of 13 meetings were held between 1/11-8/30

**No meeting could be scheduled with the teachers from 6/15 to 8/5**

9/7 A 1-year contract was ratified (after the start of the school year)

In 2019 we began negotiations on Jan. 3<sup>rd</sup>

8 meetings were held between 1/3 and 6/3

**No meeting could be scheduled with the teachers from 6/3 to 8/26**

8/26 The Board declared that we were at impasse

9/5 The teachers filed an injunction to stop the impasse process

10/3 Hearing was held in Cass County District Court

10/4 Judge Steven Marquardt ruled in favor of the Board

12/7 Board request State Fact Finding Commission

1/8/20 Fact Finding Commission hearing was held

1/15/20 Fact Finding Commissions report was received

2/21/20 Teacher contract is ratified (well over ½ way through the school year!)



2021 – Teachers have not yet asked to be recognized for negotiation purposes

The protraction of the negotiations process beyond the start of the new school year creates multiple issues and challenges for Districts.

- Employee morale is negatively impacted when the new school year starts without a new contract in place. Our certified staff deserves to know what they will be paid before they start their next year of teaching.
- Hiring needed for new teachers is hampered as the District cannot tell the candidate for certain what their compensation package is prior to asking them to commit to taking the position.
- School districts are required by law to approve their preliminary budget by July each year and they need to submit their final budget to the county by October each year. Employee compensation is far and away the largest budget expenditure. Typically it represent between 60-80% of the general fund budget. Not having certainty in regards to staff compensation makes annual budgeting extremely difficult if teacher contracts have not been ratified.
- When the school year starts prior to contract talks being finalized, it causes additional burdens and expense for the district if they elect to retroactively pay their staff once the contract is ratified.

The proposed amendments to Section 15.1-16-06 that are outlined in SB 2215 will by design create a sense of immediacy that all parties' teachers and boards need to feel.

The statute, as would be amended, allows the parties to begin the negotiation process when they elect to do so provided it is no later than Feb. 1<sup>st</sup>. It creates an ending date certain of July 1<sup>st</sup>, unless both parties agree to extend beyond that date. Passage of these amendments will go a very long way toward increasing the likelihood that new contracts will be in place prior to the start of a new school year.

The only negative that I can see from having a July 1<sup>st</sup> deadline is that it requires a more consolidated time commitment from all of those involved in the negotiation process.

The criticism I have heard primary from ND United and its members is that this legislation somehow further erodes their position in the statutory bargaining process. I believe this concern is based in part upon on assumption that this body needs to complete its work before serious negotiations can begin. From my perspective nothing could be farther from reality. Typically during our negotiation session in Fargo in the past we have had multiple issues brought forward by both sides that had nothing to do with the state funding formula or other legislative issues.

There is nothing in the current statute or in SB2215 that prohibits the teachers from petitioning to start the bargaining process in the fall and addressing all the issues that can be prior to the legislature completing its work. Beginning the negotiations process earlier would allow for all the non-salary related issues to address with plenty of time remaining after the legislature adjourns to address the salary related issues prior to the July 1<sup>st</sup> deadline.

My hope is with passage of this amendment to Section 15.1-16-06, schools district throughout our state will be able to have new contracts in place prior to the start of the new school year. On behalf of the students, staffs, and school districts of North Dakota, I urge you to give SB 2215 a do pass recommendation.

Thank you for listening to my testimony and I would be happy to answer any questions you may have in regards to it.

Jim Johnson  
701-200-4794  
johnsji@fargo.k12.nd.us

1                                   **Testimony on Senate Bill No. 2215**

2                                   **Presented to the Senate Education Committee**

3                                   **Dr. Robert Lech, Superintendent, Jamestown Public School District #1**

4                                   **February 2, 2021**

5  
6                   Good morning Chairman Schaible and members of the Senate Education Committee.

7                   For the record, my name is Robert Lech and I serve as the superintendent of the Jamestown  
8                   School District. I am providing testimony in support of Senate Bill 2215.

9                   As a school district superintendent, I am tasked with being a resource for both  
10                  negotiating units and school boards throughout the negotiations process. As such, I feel it is my  
11                  role to consider the impacts of negotiations on all sides. It is important to me that both the  
12                  negotiating units and the school boards are treated equitably to ensure that good faith  
13                  negotiations can take place.

14                I appreciate that the bill sponsors specify the formation of the negotiating unit to be no  
15                later than February first of the negotiating year and the corresponding petition filing no later  
16                than March first. As noted in NDCC 15.1-16-13, this would mean that negotiations must start  
17                no later than thirty days after recognition of the negotiating unit. This should provide ample  
18                time for negotiating units and school boards to discuss the topics pertinent to negotiations and  
19                reach consensus prior to the deadline of June 1. While both sides would need to grow more  
20                accustomed to this new timeline, I believe it is ultimately to the benefit of both negotiating  
21                units and school boards.

22                It is important to note that good-faith negotiations continue to be clearly defined in  
23                NDCC 15.1-16-13. There remains the necessity to meet at reasonable times and negotiate in

24 good-faith. This bill provides the opportunity for both sides to agree to start negotiations later  
25 and to extend beyond the deadline if both agree to do so. In the event that there is not an  
26 agreement on extending negotiations, the impasse process, or possibly mediation, continues to  
27 be in place to help both sides reach that common ground necessary to complete good-faith  
28 negotiations.

29 I contend that stakeholders are better cared for, if an agreement can be reached or if  
30 the good-faith negotiations are complete and contracts can be issued prior to the beginning of  
31 the next school year. Teachers and administrators will be offered a contract, school districts  
32 will have a better understanding of personnel needs and, more importantly, will have the time  
33 to adequately fill any vacancies, and the students and families will know their teachers and  
34 administrators.

35 I ask that you support the process to provide a more expeditious pathway for the  
36 completion of negotiations in a fair and reasonable timeframe through a Do Pass  
37 Recommendation on Senate Bill 2215. Thank you for the time today and I would stand  
38 available for any questions you may have. I am also available through email at  
39 [Robert.Lech@k12.nd.us](mailto:Robert.Lech@k12.nd.us).



1 SB 2215 – Negotiations Timeline

2 NDCEL Testimony in Support

3 Chairman Owens and members of the House Education Committee – for the record my name is  
4 Dr. Aimee Copas – I serve as the Executive Director for the North Dakota Council of Educational  
5 Leaders serving our state’s school administrators, directors, and school leaders.

6 We are here today in support of this bill that would establish reasonable timelines for good faith  
7 negotiations with a school board, thereby allowing districts to reach an amiable agreement with  
8 their teachers, offer them a contract, and have those contracts legally signed and submitted prior  
9 to the start of the school year.

10 You’ve heard ample testimony today supporting the rationale of this bill. I am here today to simply  
11 share the support of our organization as it also includes negotiations with administrative units such  
12 as school principals, CTE directors, et. as well. We fully support the reasonable timelines and  
13 strongly encourage a Do-Pass recommendation on SB 2215.

14 Thank you for your time.

*NDCEL is the strongest unifying voice representing and supporting administrators and educational leaders in pursuit of quality education  
for all students in North Dakota.*

*Executive Director: Aimee Copas-----Assistant Director: Russ Ziegler*





Great Public Schools

Great Public Service

**Testimony on SB 2215  
House Education Committee  
March 17, 2021**

Good morning, Chairman Owens, and members of the Committee. For the record, my name is Nick Archuleta, and I am the president of North Dakota United. ND United is a union of professionals, including K-12 classroom teachers, dedicated to great public schools and great public service. I rise today in opposition to SB 2215 and to respectfully urge a DO NOT PASS recommendation on this unneeded proposed legislation.

Mr. Chairman, I want to begin my testimony with a brief history of collective bargaining in North Dakota.

On March 28, 1969, the Minot School Board moved to issue teachers' contracts in a special session by formally terminating negotiations between the teachers and the board. Negotiations had broken down several days earlier, with teachers unhappy over a decreased rate of a salary increase. Their superintendent was instructed by the Board to issue contracts with a \$6,000 base salary and a revised salary schedule which reduced the number of lanes from ten to six.

Teachers were feeling additionally frustrated, members of the Committee, at how quickly negotiations were terminated. In comments to the Minot Daily News, Rudy Zupetz, then-president of the Minot Federation of Teachers, said, "We could have arrived at a more satisfactory agreement, I believe, had the board's team not insisted upon winding everything up Friday night. They felt they could not keep the news media waiting upon further negotiations."

According to a news release from the Minot Federation of Teachers, the teachers requested that "negotiations with the Minot School Board on several matters, including teachers' salary schedule, employment security and restoration of educational programs such as remedial reading and elementary music," be reopened.

On April 2, approximately 150 of Minot's 430 public school teachers went on strike.

Dick Palmer, the editor of the North Dakota Education Association member magazine, *The North Dakota Teacher* wrote, "Teachers who have lived and taught in communities for a lifetime are putting jobs on the line in an effort for better salaries, which they strongly maintain will result in better education for their community's children."

Trading off headlines, splashed across the front page of the Minot Daily News, were stories about the strike and of a catastrophic flood of the Souris River in Minot. The state legislature, which was meeting in Bismarck, realized that what was happening in Minot was a harbinger of what was likely to play out across the state unless it established guidelines governing negotiations between school boards and teachers.

As a result, the North Dakota Legislature passed HB 175, enshrining Chapter 15-38.1 (now, 15.1-16) into the ND Century Code, titled "Teachers' Representation and Negotiations." The implementation of legislation acknowledging the right of teachers to collectively bargain the terms and conditions of employment was hailed at the time as a giant stride forward in terms of North Dakota teacher and school board relations.

This right did not come without a cost, however. Judge Roy A. Ivedson began to call teachers into court to face contempt charges for defying his injunction "to restrain and enjoin the teachers of the public schools of Minot from engaging in a strike." The Associated Press reported that 22 teachers were sent to jail, and the Minot Daily News published a list of 125 teachers who were fired.

When I think of these teachers, Mr. Chairman, I think of heroes. They risked their jobs, their livelihoods, and their security to raise their profession and to improve the education environment for their colleagues and students. Their actions brought to light an emerging issue and the 44<sup>th</sup> Legislative Assembly sagaciously responded with a law that has served teachers, administrators, and school boards quite well since, with few exceptions.

Any changes to the collective bargaining statute in North Dakota should serve to make things fairer for all parties. Not only does SB 2215 fail to do so, but it also only serves to exacerbate a serious flaw in the legislation. That is, SB 2215 further disadvantages teachers by making the field for negotiations less level.

The North Dakota Supreme Court has recognized the inequality in bargaining power between teachers and school boards on at least three occasions.

- In Dickinson Education Association v. Dickinson Public School District (1993), the Supreme court said, "*We recognize that N.D.C.C. ch. 15-38.1 does not place school boards and public school teachers on equal footing in contract negotiations. In all contract negotiations conducted under N.D.C.C. § 15-38.1, a school board always holds a trump card – the power to unilaterally issue last-offer contracts, which teachers must either accept or reject – ranking higher than any held by the teachers.*"
- In Kenmare Education Association v. Kenmare Public School District, (2006), the Supreme Court said, "*We are mindful that a school district's authority to end contract negotiations creates unequal bargaining power.*"



- In Dickinson Education Association v. Dickinson Public School District, (2014), The Supreme Court said, *"We are mindful of the unequal bargaining power created by a school district's authority to end contract negotiations. The apparent purpose for allowing a school district to bring good faith negotiations for an ensuing school year to an end is to permit schools to operate with a teaching staff for that school year. Limiting a school district's authority to issue unilateral last offer contracts to a single school year then under negotiation is consistent with that purpose."*

Chairman Owens and members of the Committee, please consider the following points:

1. Placing a deadline for the declaration of impasse, which SB 2215 does, simply adds to the existing unequal bargaining power of a school board. As it currently exists, the law provides that after a reasonable period of negotiations, impasse exists, or the parties can always agree that impasse exists. The latter is most often the case. It is very unusual to simply have one party agree that impasse exists. The situation that developed in the Fargo School District in 2019 is the first time that legal action was ever taken regarding the declaration of impasse. The District Judge dismissed the case, not on the merits, but rather because he ruled that the Fargo Education Association had another remedy in the form of the Fact Finding Commission.
2. Placing a deadline on the declaration of impasse runs contrary to N.D.C.C. § 15.1-16-13(4). Pursuant to this section, school boards and teachers shall meet at reasonable times and negotiate in good faith regarding the terms and conditions of employment, employer/employee relations, formation of a contract which may contain a provision for binding arbitration, and the interpretation of an existing contract. Nothing in subsection 13 "compels either the board of a school district or a representative organization to agree to a proposal or to make a concession." Proposing a deadline to declare impasse forces teachers to either make concessions to school board proposals or risk the potential that impasse will be declared.
3. By proposing a deadline on declaring impasse by July 1, school boards are encouraged to slow walk negotiations until July 1 to declare impasse and turn negotiations over to the ND Fact Finding Commission, whose rulings are not binding on school boards.
4. No student's education has ever been negatively impacted by negotiations which have continued beyond July 1. Teachers and administrators have always continued to work in the best interests of our students regardless of the status of their negotiations.

5. There has never been an exodus of teachers from a school district because negotiations went beyond July 1. Those returning teachers all have continuing contracts with the school district which is a guarantee of employment for the next school year. Teachers who leave, though very few do, run the risk that they will not be employed during the next school year. Most teachers have some type of contact or connection with the community which prevents them from being overly mobile.
6. School Boards are not disadvantaged in any way by extended negotiations. An argument can be made that teachers are disadvantaged because if they receive pay raises during negotiations, they will not receive that extra compensation until negotiations have been concluded.
7. It is well known that the months of April and May are the busiest for teachers as the school year is winding down. At those times, to require that negotiations be completed by July 1 simply adds to the stress teachers will experience during the last few weeks of May. It is much better to allow negotiations to go into the summer when teachers can look at and contemplate the proposals made by their school board, and vice versa.

Chairman Owens and members of the Committee, in the eyes of our members, SB 2215 is, at best, a solution to a problem that does not exist. At worst, it is seen as a cynical attempt to further weaken the hand of teachers as they negotiate the terms and conditions of their employment. Our members agree with the ND Supreme Court that even before the parties sit down to negotiate, school boards have the upper hand. SB 2215, should it become law, would further put the heavy thumb of the state on the scales of fair negotiations in favor of the school boards. That is the antithesis of "the light touch of government."

The way SB 2215 came to be is analogous to my daughters when they were in middle school. On occasion, my daughters would have a difference of opinion that turned into an argument. Inevitably, one would appear before my wife and I, make their case, and expect us to intervene on her behalf, without ever getting the other side of the story. Usually, we did not fall for that ploy. We would seek out the other side of the story before deciding on a course of action. Often, we would tell them to try to work it out on their own before asking us to decide, because neither of them was likely to be entirely satisfied with our plan to resolve their differences. That proved to be an effective plan. They learned not to run to us when they have not attempted to work out their differences with each other.

That is what has happened here. The School Boards Association, on behalf of the Fargo School Board following a contentious negotiation, came to the state of North Dakota to



solve a problem that it had not tried to solve locally. Rather than trying to ascertain all the facts or telling the NDSBA to try to work it out between the parties involved, the state, should SB 2215 pass, will unilaterally intervene in a local matter, further ignoring the principle of local control.

Chairman Owens and members of the Committee, ND United released a poll two months ago that revealed that where once 83% of educators planned to retire as a teacher when they began their career, now, just 50% of educators plan on spending their entire career in teaching. Educators attribute this dramatic drop to increased pressure and job burnout. They have been paying attention to what has happened in the legislature over the course of recent sessions. They have seen the time allowed for them to accept their contracts shrink from 30 days to 14 days. They have seen any number of voucher schemes introduced that, if passed, would divert dollars raised for public purposes, including K12 education, to private schools, parochial schools, and homeschools. They have seen the value of the licenses they worked hard to earn devalued by alternative licensure policies. Furthermore, teachers know that fair negotiations result in outcomes that attract young people to the profession and encourage talented people to remain in the profession. And everyone in this room knows that when good people are drawn to the profession and talented people are encouraged to remain in the profession, the real winners are the children and communities that teachers serve.

Finally, Mr. Chairman, teachers deserve respect. They deserve dignity. They deserve a fair shake at the bargaining table. SB 2215 falls far short in delivering on any of those.

For these reasons, Mr. Chairman, on behalf of North Dakota United's 11,500 members, I urge a DO NOT PASS recommendation for SB 2215. Thank you for the opportunity to be here today. I am happy to stand for any questions.



## **Fargo Education Association**

**3310 Fiechtner Dr. S, Suite 110 Fargo, ND 58103 701-281-7235**

SB2215 Testimony in Opposition

Fargo Education Association – Mrs. Jenifer R. Mastrud, President

March 17, 2021

Good Morning Chair Owens and members of the House Education Committee.

For the record, my name is Jenifer Mastrud and I serve as the President of Fargo Education Association and I was the lead negotiator for Fargo EA during 2019. I am here today as a representative of over 900 educators asking for your rejection of an Act to amend and reenact sections of the North Dakota Century Code relating to start times and deadlines for teacher negotiations between school districts and representative organizations.

Mr. Chairman, the professional work of an educator is one that should be valued and respected. Educators work with our most precious resource, the youth of the state. One can argue that the educator has the most profound effect on learning. The North Dakota Teacher of the Year award states, "The classroom teacher is the backbone of the American educational system. No one person has a greater impact on the education of the child than does the teacher who creates the primary learning and instructional environment." Yet, we hear countless stories of the extreme burnout and lack of respect for these public servants. This bill will only add to that lack of respect for the profession and continue to exacerbate the retention problem we have in public education.

The work of an educator is demanding but rewarding. Every day and every month bring with it new and exciting challenges. Every month is a whirlwind of excitement, hitting a crescendo in the months of April and May, as educators and students are focusing on the culmination of the school year. Think with me of the fast-paced days: the planning for assessments, celebrations, spring events

showcasing the talents of students, preparations to go onto new grade levels or graduation, planning summer enrichment opportunities for students, and many other special activities. These months might just be some of the busiest days, nights, and weekends of the entire school year. Many educators are involved in planning these events and many also have their own children participating in these events. This leads to very little time to focus on aspects outside of that hustle and bustle. Educators care about contract issues; but the priority is always the students in their charge. This leaves very little time to contemplate contract talks or follow legislation regarding K12 bills that will ultimately lead to changes and funding for the delivery of K12 Public Education. This session alone, there have been dozens of bills introduced that would affect the working and learning conditions of K12 staff and the students. This one reason alone shows how SB 2215 is against the hardworking educators in our state. It sets a time to start and end the collective bargaining process when the educators are at their busiest peak and the most changes and impact from the state are being crafted. This would add another layer of burnout to the dedicated educators in our Districts.

This is where I can share firsthand accounts on the timeline and process between the FEA and FPS for the negotiation's cycle of 2019, which was called into question during testimony heard in the Senate Education Committee on Feb 02nd 2021. The negotiations cycle was one that was not uncommon, but unique all at the same time. A one-time occurrence and not a systemic issue that needs to be addressed after a single event.

- On January 3, 2019, FEA and FPS sat down at the table to start the negotiations process for the 2019-2021 Teacher Contract. This was not an unusual time frame to start, as the contract in Fargo was unique in that it dictated a starting date for the first meeting to be held. Fargo School Board member Johnson highlighted these start dates from the last three negotiation cycles to the Senate Education Committee but did not share with the committee that meeting dates were part of the contract language. This initial meeting is set to have full teams present, set upcoming meetings dates, and to set the ground rules for the negotiations cycle. At that meeting, FEA presented a cross walked calendar of the Board and the Association availability. Dates were selected by the Board through the middle of May 2019. This was done due to both sides being extremely busy and wanting to make sure dates were set before the calendars filled.
- February 11, 2019 the second meeting took place. There is certainly a noticeable delay between the first and second meeting. This was also not



## **Fargo Education Association**

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uncommon, as both sides started to work with their groups and gather information on how to proceed into negotiations on the general topics. This is when the presentation of topics and explanations were to be shared per the contract language. At this meeting, both sides worked on editorial changes and reached consensus on several items as we communicated on the proposals. One of the many topics presented on February 11, from FEA, was about the Negotiation Procedures Articles; but this topic was not discussed.

- March 18, 2019 the third meeting took place. Knowing the impact of the legislative body on both sides and how the starting date was unique only to Fargo, we asked for the first meeting date unique to our contract to be removed in the best interest of both sides. North Dakota Century Code already sets a timeline to start the negotiations process, if petitioned. The board tabled the topic and discussion.
- April 15, 2019 marked the fourth meeting held. FPS Negotiations team led by Mr. John Rodenbiker accepted the proposal with no counter language or opposition. The start date of the negotiations process was of no concern to the Board of Education until the conclusion of the 2019-2021 Teacher Contract when they decided to seek more control through this legislative cycle. The start date of negotiations is not a systematic state issue, but a local issue and should be left to both parties to plan based on their District needs.

Let's fast forward to after the end of the school year and to the months of June, July, and August. These months are very important for our educators and Districts. This is a time to focus on growth of content, pedagogy of best practices, planning and reinventing curriculum, taking students on new learning adventures that could not happen during the year, and summer school for remediation and advancement. These months are so vital to the success of the new school year to come. This is where I would like to speak to you about the

unique situation that FEA and FPS had for the Contract Negotiations from 2019. The negotiations team for the Fargo educators was comprised of driven and dedicated educators who participated in trainings for national professional development to teach Advanced Placement classes to students, leading and hosting national events for students to showcase their learning, participating in cultural travels where students and staff practiced the learning that took place in the classrooms, second jobs to supplement the income they needed to make it through a summer, scheduling of delayed surgeries so one would not be taken out of the classroom, and to take and teach college classes.

What members connected to Fargo Public Schools who testified in support of this bill did not share with the House Education Committee, was the timeline and transparency of the summer of 2019 regarding the teachers' negotiations team in Fargo.

- At the fourth meeting that took place on April 15, the process of negotiations started to slow for the cycle. Proposals were presented at a meeting, but the Board was not prepared to discuss the proposal for acceptance or revisions until subsequent meetings. This delay was seen repeatedly within that contract cycle. Many meetings were spent in consecutive hours of caucus by the Board's team, only to emerge with no conversation on topics and to be tabled to future meetings.
- On April 29, 2019, meeting number five, the Association brought forward new dates for the Board to select, knowing we needed more time to get to a ratifiable contract and knowing that the commitments of our negotiators would result in the inability to meet during the summer this year.
- Meeting number six, on May 13th, 2019, the legislative body had adjourned for the session and the board brought their first salary proposal forward, as they were waiting for the final bill and budget to take effect.
- The seventh meeting on May 22nd FEA presented several counter proposals, with the board spending much of that meeting in caucus and no ability to discuss proposals, the Board tabled the items to the following meeting.
- The eighth meeting on June 3, the Association asked the Board to stay longer into the evening and not call the meeting to be adjourned, yet the Board adjourned. Which forced us into the fall for an August meeting that was not ideal, but we understood this was a unique and one-time event.





## **Fargo Education Association**

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- On August 26th 2019, the Board called impasse. No discussion was held on topics and the meeting was used by the Board as a formality to declaring impasse.

This bill in front of you to set an end date for the contract negotiations process and forcing it to go to nonbinding arbitration will just allow even more of an unequal balance of power. A school board could choose to continue to stall the process until the set date to force an imposed impasse without ever discussing the issues facing the teachers and students of a district. In the state of North Dakota, there has not been a systemic issue or concern in the last 60 years of collective bargaining rights. This is a local Fargo issue and should be solved between the parties and not at the state level. This is a dynamic of not working together to solve the complex issues of public education that our state takes great pride in.

All contract negotiations end with a contract. The process of that unique year, in over 60 years of collective bargaining, did not lead to learning being affected by students. The year went on and educators worked without a contract in place. There was not a tone of contentious relations between the Board and the Educators, as alluded to by Superintendent Gandhi at the February 2, 2021 Senate Education Committee hearing. In fact, what we know is that educators asked for communication and collaboration after the Board refused to talk about the topics and proposals. Educators just asked to take a seat at the table and to be shown respect and value for the issues facing our students and teachers.

This bill is inherently part of a bigger issue of culture and tone toward our professional educators in this great state. We should be encouraging both sides to collaborate and problem solve. To set a tone that is the desired goal in our communities, with our youth watching. This bill is being used as a punitive measure because of the FEA and FPS negotiations of 2019. This is about one

School Board being upset about a very transparent process and now they want the state to step in. This is not a state issue, but a local issue.

Therefore, I urge you to recommend a **DO NOT PASS for SB 2215**. Do not let a local issue be solved by a state level decision and affect all the collaborative units across our state because one local district and the educators are working out their differences.

Thank you again for allowing me this opportunity to share testimony and I will now take any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenifer R. Mastrud", with a stylized flourish at the end.

Mrs. Jenifer R. Mastrud

Fargo Education Association President

On behalf of the Grand Forks Education Association, I am asking you to vote NO on SB 2215.

SB 2215 is a power grab that could strip away local control over education and hurt teachers and students by shrinking the amount of time for negotiating contracts. The bill could silence teachers and ignore work to improve student readiness for the real world and our own working conditions. Taking away the voice of educators, could leave schools without the high-quality teachers who students need, now more than ever.

The current process works well by allowing teachers to speak up for our students, classrooms, and working conditions. The length of negotiations has no effect on students or classrooms, so SB 2215 is a solution in search of a problem.

This bill would drastically shrink the amount of time teachers are able to negotiate contracts. Schools get a majority of their funding from the state legislature, which doesn't usually produce a state budget until late April or early May. Bill 2215 would limit teachers' ability to speak up for our students, classrooms, and working conditions. Adding an end date encourages school boards to limit discussions and ignore the voices of teachers until the new and arbitrary deadline. At that point, School Boards could unilaterally halt negotiations, even if critical issues for teachers and students have gone unaddressed.

Silencing teachers and dramatically limiting the time to discuss critical issues with school boards adds even more stress leading to greater burnout, and likely pushing teachers out of the profession. A recent poll of North Dakota United members showed that 83% of teachers entered education planning to retire as a teacher. Now, that number is down to 50%, largely because of added stress and burnout. The problem is especially pronounced among younger teachers. Only 38% of teachers between ages 30-39 are planning to remain teachers through retirement. Grand Forks Public Schools has already had 2 teachers who have put in their resignations saying it was for a career change. One of those was a 2nd year teacher. How many more will follow?

Although North Dakota institutions are graduating enough teachers, schools across North Dakota consistently have trouble recruiting and retaining teachers for a variety of

reasons, including working conditions at the root of rising stress and burnout. If our negotiations are limited how many more teachers are we going to lose to right across the Red River where teachers have more rights? SB 2215 increases the chance that we will lose many more teachers. Not to other towns in ND but leaving the state completely.

Please VOTE NO on SB 2215.

Sincerely,

Melissa Buchhop

Grand Fork Education Association President

Chairman Owens, members of the committee:

Thank you for your diligence regarding the contentious negotiations experienced by a few North Dakota Districts. My name is Joseph Kennedy, a resident of Fargo and the Fargo Public School District, at 501 30<sup>th</sup> Ave. North. I speak in opposition to Senate Bill 2215 in its current form. I am a former teacher and negotiator from the district, a parent of children who have been through the district, and a member of the most recent mediation team between the Board and the FEA.

I started teaching in a rural Illinois district with incredibly contentious negotiations. A school board member was famous for standing on a table and proclaiming “teachers will get a raise over my dead body,” the teachers had engaged in strikes, and before I met my first student, I was part of an informational picket line. Six years later, the Board and the teachers were able to successfully complete negotiations quickly and amicably – but only because the two sides worked together to problem-solve. I tell you this because I know it is possible to shift from adversarial, contentious negotiations into productive, problem-solving discussions. But, it is hard. And while rancor and hostility can be addressed by external groups, only local leaders can effectively create change and engage in collaboration. This legislation does not provide proper incentive, nor guidance, for local leaders; instead, it creates a one-size-fits-all rule that does not address the underlying cause of the problems stated by its proponents.

Those who argued in favor of this legislation before the Senate Education Committee see artificial deadlines, imposed by the state, as the only solution, which they feel will solve the following problems:

1. School districts face financial uncertainty in multiple ways, noted by Board member Johnson (Fargo) and others.
2. It creates “poor relations and bitter feelings,” in the words of Dr. Gandhi (Fargo), summing up many others.
3. Negotiations drag on – Dr. Gandhi, President Haut (Jamestown), Superintendent Bitz, (Mandan), and Counselor De Kok (NDSBA) agree.
4. Employees are dissatisfied and hiring is impacted, notes Mr. Johnson
5. Good faith negotiations are hard to achieve, states Dr. Lech (Jamestown)

This legislation addresses some of those problems, but does not address the underlying cause: some Boards and teacher associations are not working together to problem-solve issues unique to their district. By imposing a one-size fits all solution, the North Dakota Legislature would fail to address the underlying cause of problems, while simultaneously taking away local control. This is both unproductive

and counter to the fundamental North Dakota ideal of local control, especially because many districts, including at least one whose Superintendent spoke in favor of this legislation, have not even encountered the problems this bill attempts to solve.

This legislation imposes a start and end time, but does not require any intermediate timetable. But that is one of the chief complaints of those who support the legislation; in Counselor De Kok's words, "there are no other timeframes or deadlines in place to encourage the parties to pursue negotiations in a timely manner." In Fargo, each side accused the other of stonewalling by refusing to meet during certain times. This legislation does not create a timetable nor do anything to help the two sides determine what "a timely manner" looks like, beyond a deadline. No timetable is required, and thus, almost of the problems pointed to by proponents can continue. In particular, the delays between meetings noted by almost every person who spoke in favor of the bill can continue – an end date alone does not solve intermediate timing problems.

The legislation DOES ensure that school district budgets are finalized by the date the Legislature requires. But that is only one problem solved. The legislation does not adequately define "good faith negotiations," and thus does not solve one of Counselor De Kok's stated problems (lawsuits alleging bad faith) nor address Dr. Lech's concern. It does not solve the problem Mr. Johnson noted regarding employee morale; in fact, it further entrenches a Board's power to impose a contract – which is far more injurious to employee morale than a protracted negotiations cycle.

Instead, the Legislature could address the immediate problem by amending this bill, striking the start and end dates and instead requiring binding arbitration should a fact-finding committee be required over two consecutive negotiation cycles (and, since this is emergency legislation, the Legislature could include prior cycles). Long-term, the Legislature could require districts whose Boards and teacher associations needed binding arbitration to engage in FCMS interest-based bargaining training that fosters trust and presents the tools both sides need to focus on problem-solving. Such training is free, and more often than not, leads to long-term collaboration. These amendments would encourage and allow local Boards and teacher representatives to solve their own problems, providing incentive and tools. An arbitrary, universal deadline which does not address the root cause of contentious negotiations provides little incentive, and no tools. For that reason, I encourage effective and substantial revision of this legislation, and failing that, I encourage you to recommend this bill not be passed.

**Senate Bill 2215**  
**Testimony in Opposition**  
**March 17, 2021**

Good morning Chairman Owens and members of the House Education Committee. My name is Lori Furaus. I am a teacher and AVID site coordinator at Simle Middle school in Bismarck. I would like to offer you a view through a unique dual lens of perspective and experience. For the past 8 years, I have served on the Mandan Public School Board. In addition to that role, I have served as president of the Bismarck Education Association for the past 3 years. I am writing to you to respectfully express my opposition to SB 2215.

The shortened timeline proposed is touted by supporters as a method to provide districts structure. In my experience with negotiations there is already a process to provide structure. Ground rules and timelines are established by local districts and their bargaining unit. The timeline proposed in SB 2215 is restrictive and unrealistic. The July 1st deadline is highly concerning. Crucial funding information is not revealed until the last months of the legislative session. How can we expect school districts to begin to negotiate salary and benefits without access to information regarding how much funding they will receive from the state in the next biennium? School districts and bargaining units need time to communicate, develop trust and work through information *together*.

This bill will not resolve the deeper issues that exist in any district that struggles to follow this process smoothly. Adversarial relationships are not the direct product of contentious negotiations. Quite frankly, the inverse is closer to reality. Contentious negotiations are symptomatic of a greater issue. Tipping the power dynamic even further in favor of the district hardly seems to be an earnest attempt to solve the problem of “adversarial relationships” in a handful of districts across the state.

While this bill is largely unnecessary, I commend the alterations that have been made on it thus far. The Senate seemed to understand that a drastically shortened timeline would actually create more problems than it would solve. This was a decent start; however, it does not go far enough to keep the integrity of this process intact. If this bill is left to remain in play, pushing the deadline to August 1st seems most reasonable for both sides.

As educators, we are naturally in the business of focusing on what is best for students. Please allow this process to work as intended. Please do not willfully place unreasonable constraints on a process that was established to provide a voice for our students and teachers as we work to keep classrooms and working



conditions on par with the level of excellence we expect for our education system in North Dakota. These decisions should be made at the local level. Ground rules and timelines are best left to individual school districts and the bargaining unit that they are working with.

I urge you to vote no on SB 2215.

Respectfully,

Lori Furaus  
902 Sunflower Ln  
Mandan ND 58554  
(701)214-0092

# 2021 HOUSE STANDING COMMITTEE MINUTES

**Education Committee**  
Coteau AB Room, State Capitol

SB 2215  
3/22/2021

Relating to deadlines for teacher negotiations between school districts and representative organizations
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**Chairman Owens** opened the meeting for committee work at 3:24 PM. Roll call: Reps. Owens, Schreiber-Beck, Hauck, Heinert, Hoverson, D. Johnson, M. Johnson, Longmuir, Marschall, Pyle, Richter, Zubke, Guggisberg and Hager present.

**Discussion Topics:**  
Committee work

**Chairman Owens** closed the meeting at 3:35 PM.

*Bev Monroe, Committee Clerk*

# 2021 HOUSE STANDING COMMITTEE MINUTES

## Education Committee Coteau AB Room, State Capitol

SB 2215  
3/29/2021

Relating to deadlines for teacher negotiations between school districts and representative organizations

**Chairman Owens** opened the meeting for committee work at 4:05 PM. Roll call: Reps. Owens, Schreiber-Beck, Hauck, Heinert, Hoverson, D. Johnson, M. Johnson, Longmuir, Marschall, Pyle, Richter, Zubke, Guggisberg and Hager present.

### Discussion Topics:

- Deadlines for teacher negotiations

**Rep. Heinert** moved a **Do Pass**, seconded by **Rep. Hauck**.

### Roll call vote:

Representatives	Vote
Representative Mark S. Owens	Y
Representative Cynthia Schreiber-Beck	Y
Representative Ron Guggisberg	N
Representative LaurieBeth Hager	N
Representative Dori Hauck	Y
Representative Pat D. Heinert	Y
Representative Jeff A. Hoverson	Y
Representative Dennis Johnson	Y
Representative Mary Johnson	N
Representative Donald Longmuir	Y
Representative Andrew Marschall	Y
Representative Brandy Pyle	Y
Representative David Richter	Y
Representative Denton Zubke	Y

**Motion carried. 11-3-0 Rep. Heinert** is the carrier

**Chairman Owens** closed the hearing at 4:15 PM

*Bev Monroe, Committee Clerk*

**REPORT OF STANDING COMMITTEE**

**SB 2215, as engrossed: Education Committee (Rep. Owens, Chairman)** recommends **DO PASS** (11 YEAS, 3 NAYS, 0 ABSENT AND NOT VOTING). Engrossed SB 2215 was placed on the Fourteenth order on the calendar.