



**DEPARTMENT OF EDUCATION
OFFICE OF THE SUPERINTENDENT**

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JON J. P. FERNANDEZ
Superintendent of Education

September 12, 2017

MEMORANDUM

To: Members, Guam Education Board
Members, Guam Federation of Teachers

From: Jon Fernandez, Superintendent
Sanjay Sharma, President, Guam Federation of Teachers

Subject: Revised Collective Bargaining Agreement

This is to inform you that the negotiating teams for GDOE and for the GFT met on August 24, 2017, to review the response of the Attorney General to the agreement previously approved in March of this year. There were eleven comments contained in this letter, and the following describes that actions taken by the negotiation teams in response.

1. **Article 1.D.2, p. 10, Involuntary Transfers** The Attorney General advised “that this provision be revised to remove the specific limitations as to when involuntary transfers of teachers can occur, or, in the alternative, provide exceptions for situations involving emergencies or other public safety or health concerns.”

GDOE/GFT Response: The relevant language can be found in renumbered section 2.D.2, p. 13, of the revised CBA, which now reads “Involuntary transfers may be made only in the following cases: a position is deleted at the school site due to the lowering of student enrollment in a course or within the school setting; a position is deleted at the school site as a result of Board approved curricular changes; or in situations involving emergencies or other public safety or health concerns.”

2. **Article 2.I.4, p. 18, School Day and Teaching Load**. The Attorney General commented that the article, as initially drafted, “appeared to impinge on management’s responsibility to ‘[m]aintain efficient government operations and direct public employees’ by granting teachers the unilateral ability to change instructional time for innovative scheduling.” This comment referred to language requiring the school principal to facilitate the modification of instructional time based on a majority of teachers at a school site voting for such modification.

GDOE/GFT Response: The relevant language can be found in renumbered section 3.I.4, p. 21, of the revised CBA, which now reads “A majority of teachers assigned to the school may vote, at any time, to recommend modification of instructional time for innovative scheduling (block, modular, etc.). The Principal of the school shall document the vote and notify the GEB.”

3. **Article 6.D.1, p. 42, Duration of Agreement.** The Attorney General expressed serious concerns about the agreement providing for “indefinite renewal” and further advised the Board to consider specific questions in order to clarify the intent of the parties. The questions addressed the “anniversary date” of the agreement; the scope of a party’s written notice to open negotiations; the length of time for the negotiation process; the mechanism for declaring an impasse; the result of an impasse being declared; the time period for an extension to continue negotiations; and whether the negotiation process included ratification and approval.

GDOE/GFT Response: The relevant language can be found in renumbered section 7.D.1., p. 45, of the revised CBA, which now reads, “This Agreement shall remain in full force and effect for a period of five years from the date of its implementation. Each party shall give written notice to open negotiations no later than 24 months prior to the expiration date. Proposed modifications do not have to be included in the party’s written notice of reopening negotiations.”

4. **Article 6.D.3., p. 42, Arbitration Clause.** The Attorney General commented that such an arbitration clause would “run afoul of principles of sovereign immunity which protect the People of Guam against unwarranted claims.”

GDOE/GFT Response: The arbitration clause has been removed.

5. **Preamble, p. 5.** The Attorney General commented that neither the preamble nor any other provisions, did not include the actual employee positions covered by the Agreement.

GDOE/GFT Response: The relevant language can be found in renumbered section 1.A. Recognition, p. 7, of the revised CBA, which now includes a listing of the following categories of fulltime classified employees:

- a. Classroom Teachers
- b. Classroom Teachers I-VI
- c. Teacher Specialists
 - i. Multi-media Coordinators
 - ii. Activity Directors
- d. Vocational Instructors
- e. Counselors
- f. School Health Counselors

6. **Article 1.A, p. 6, Duty Day.** The Attorney General recommended a definition section for terms employed throughout the Agreement.

GDOE/GFT Response. The relevant section is renumbered section 1.B, Definitions, p. 7, of the revised CBA, which now includes definitions of twenty-two key terms used throughout the Agreement.

7. **Article 1.A.2, p. 6, Duty Day.** The Attorney General raised an issue with the possible inconsistency between the hours teachers are required to work in the Agreement and the hours specified in DOE Personnel Rules and Regulations.

GDOE/GFT Response. The relevant language can be found in renumbered section 2.A.2, p. 9, of the revised CBA, which now reads: "For elementary teachers, the total instructional time, including preparation periods, shall not be more than 900 hours for the school year. For secondary teachers, the duty day shall not be more than seven hours daily for secondary and six hours daily for elementary. Elementary and secondary teachers need time outside of instructional time to include, but not limited to, preparing lesson plans or materials, correcting papers, conferring with students, parents, colleagues, administering or performing other professional activities of the teacher's choosing."

8. **Article 1.A.5, p. 6, Duty Day.** The Attorney General sought clarification on the manner in which teachers addressed time at the worksite before or after the instructional day.

GDOE/GFT Response. The relevant language can be found in renumbered section 2.A.5, p. 9, of the revised CBA, which now reads: "Teachers must be at the worksite a total of 15 minutes distributed before and/or after the instructional day in a distribution determined by a plurality vote of the school faculty and administration who are in attendance during the first faculty meeting."

9. **Article 1.C.3, p. 8, Personal Leave.** The Attorney General recommended the addition of language to the agreement that would reflect the statutory option that allows educators to transfer unused personal leave to their sick leave account.

GDOE/GFT Response. The relevant language can now be found in renumbered section 2.C.3.g, p. 11, of the revised CBA, which now reads: "Teachers shall be paid for all unused personal leave at their hourly rate within one pay period of the end of the school year. In lieu of payment, educators may, at their option, transfer all unused personal leave to their sick leave account. Such election must be made not less than thirty (30) days prior to the end of the school year."

10. **Article 2.W.3, p. 23, Class Size.** The Attorney General sought clarification of the reference to the "ELL Program Manual".

GDOE/GFT Response: The relevant language can be found in renumbered section 3.W.3, p. 27, of the revised CBA, which now references Board Policy 312: ESL

Procedural Manual, and includes Table 1, which specifies the maximum load based on program type.

11. **Article IV, p. 29-34, Procedures.** The Attorney General advises that the title of this article specify that the procedures are related to the grievance process and that the article further include language regarding definitions, coverage and exclusions, reflecting manner in which the grievance procedures were referenced in the GDOE Support Staff Employees Agreement.

GDOE/GFT Response. Article IV is now renumbered as Article V and entitled "Grievance Scope and Procedures". The Article provides for specific sections on definition, coverage and exclusions as suggested by the Attorney General.

Based on the responses to the Attorney General's letter, the negotiating teams for GDOE and GFT have agreed on the revised CBA, subject to the ratification of the agreement by the Guam Education Board and the Guam Federation of Teachers. The revised agreement is attached in its entirety.

Sincerely,



Jon J.P. Fernandez
Superintendent
Guam Department of Education



Sanjay Sharma
President
Guam Federation of Teachers