



DPS/DEA Negotiations Meeting #2

Minutes

Wednesday, March 30, 2022; 5:00 p.m.

Professional Learning Lab

Negotiators Present:

Representing the School Board - School Board Vice President Kim Schwartz, School Board Member Michelle Orton, and Assistant Superintendent Keith Harris.

Representing the Dickinson Education Association (DEA): Lincoln Elementary Third Grade Instructor Kelly Smith, Lincoln Elementary Fourth Grade Instructor Karl Leggate, and Dickinson High School Chemistry and Physics Instructor CaraLee Heiser.

Others Present – Superintendent Dr. Marcus Lewton, Business Manager Stephanie Hunter, Human Resources Manager Meghan Ziegs, Kathy Mavity, Dickinson Press Reporter Jackie Jahfetson, Diana Stroud, Chelsea Hartman, Scott Meschke, Allison Grosz, Tana Lafond, Naomi Thorson, Tammy Meschke, Kalindi Brandvik, Nichole Tooz, Donna Abrahamson, Dana Price, Madelyn Ohene-Ntow, Susan Moberg, Shary Smith, Jackie Glaser, Ellen Getz, Darcy Schulte, James Fahy, Jill Nelson-Wetzstein, Amy Sherer, Cameron Lorge, Alyssa Wagner, Kim Stockert, Jay Schobinger, Clarence Hauck, Brenda Loney, Shelly Wolberg, Melinda Fridrich, Leann Mehrer, Kacie Evans, Toni Frank, Leslie Wilkie, Johnna Westby, JoAnn Coates, Theresa Hsu, Alicia Hutzenbiler, Crystal Hoerner, Tabitha Leiss, Danielle Yon, Amy Shobe, Megan Morey, and Twila Petersen.

Call to Order – DEA President Shawna Knipp called the meeting to order at 5:00 p.m.

Review Attitudes for Teacher Negotiations – Chair Knipp asked team members to review the Attitudes for Teacher Negotiations.

Review and Approve the March 23, 2022, Meeting Minutes – Mrs. Schwartz moved to approve the March 23, 2022, meeting minutes. Mrs. Heiser seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Discussion and Approval of Financial Documents - The financial documents were distributed via email on March 17, 2022, and shared at the March 23, 2022, Teacher Negotiations Meeting. Mrs. Heiser moved to approve the financials. Mrs. Orton seconded the motion. Discussion: Business Manager Hunter said the information regarding the District's financials had been shared with the District and community multiple times. She reviewed four key facts.

The District received 1% this current year and will receive 1% for next year for the foundation aid. The estimated student enrollment for 2021-2022 is 3,800. The 1% received this year did not cover the current negotiated agreement across the board, including the classified employees. She stated the amount the District paid (for salaries and benefits) far outweighs the 1% received (for foundation aid) causing a deficit.

Mrs. Hunter added the way the District covered the deficit this year (2021-2022) was by using Elementary and Secondary School Emergency Relief Fund (ESSER) dollars to backfill. Using those ESSER dollars was not creating a sustainable future with the District's finances. Mrs. Hunter said the funds from ESSER will not be used to backfill for next year. The District will need to pull from other resources.

With the ESSER funding, the District was able to get the ending fund balance to the Century Code recommended 10% (of general fund expenditures). Mrs. Hunter noted there are factors that rely on the District having 10% in the ending fund balance, specifically the District's credit rating.

If the District were going to bond, the District will be rated on its last five years' credit history and if the District has been financially stable. If the District shows it has been dipping down past the 10%, that will create an issue. The costs associated with a lower credit rating will have to be absorbed by the community in a potentially higher interest rate.

Mrs. Hunter referenced the 1% (on the base with no steps and lanes) proposed by the Board which she also recommends. The ending fund balance additional ESSER dollars from backfilling will allow the District to pay for that (1%). The District could continue to maintain the 10% (ending fund balance). If the District should go above and beyond the 1%, there will be no other money to pull from. She stated there "is a deficit no matter which way we look at it."

There was no other discussion on the motion. A voice vote was taken on the motion. The motion carried unanimously.

Add Topics for Discussion – Board negotiators requested to add the topic of Bereavement to the topics for discussion. Board negotiators also removed the topics of the Integration Clause and the Management Rights Clause. There were no topics added by the DEA negotiators. Chair Knipp noted this was the last meeting to add topics to the agenda unless mutually agreed by both parties.

Prioritize Topics for Discussion – Chair Knipp reported there were nine topics to be prioritized. By consensus, the topics were prioritized as follows:

1. One-year Agreement
2. Language Cleanup – Change dates and years. There was a tentative agreement on this topic.
3. Full-time Versus Part-time Benefits
4. 10 Paychecks to 12 Paychecks
5. Graduate Hours Language
6. PTO and Bereavement
7. Salaries
8. Working Day
9. Formation of Salary Schedule Committee – Board negotiators requested this be a discussion and not a negotiated topic. DEA negotiators concurred.

Rationale and First Proposals of Prioritized Topics

One-year Agreement – The consensus was to negotiate a one-year agreement.

Language Cleanup – The consensus was to revise the language to reflect the updated years.

Full-time Versus Part-time Benefits – Mrs. Heiser said that many of the teachers thought there already was a distinction in benefits for part-time teachers and full-time teachers. There was a tentative agreement on the following proposed language under Health Insurance and under School Day that distinguishes between full-time and part-time teachers.

IV. BENEFITS

A. Health Insurance

Employer payment of the medical premium for the group plan approved by the board and the DEA will be eighty percent (80%) for full-time employees. The District's contribution for part-time employees will be prorated based on the number of hours the employee is contracted for.

V. WORKING CONDITIONS

B. School Day

1. Full-time Teachers are expected to work a consecutive ~~7-¾~~ 8-hour shift each day as dictated by the needs of the students and as assigned by the building administrator.
2. During the contracted time, teachers will be required to have ~~5-½~~ 6 hours of assigned duty and 2 ¼ hours of unassigned responsibility. Part-time

teachers will be expected to work the hours dictated by their contract with unassigned time prorated based on the number of contracted hours.

Transition Paychecks from 10 Paychecks to 12 Paychecks – Mrs. Schwartz explained it would be beneficial to the accounting department if all employees were on one cycle. Mrs. Heiser did some research and found this would affect 34 certified employees. She reached out to a sampling of six certified employees via email. There were no concerns shared with Mrs. Heiser.

Mr. Leggate addressed the interest on the funds over 10 months versus 12 months. He said a lot of those on the 10-month schedule are putting their money into their 403B to earn that extra interest and saving on their own over the summer. He clarified those individuals were essentially taking a pay cut. He added it was not an enormous amount of money. Business Manager Hunter offered to follow up with those (34) individuals and get their point of view and research the numbers for the difference in interest that was referenced. The consensus was this information would be beneficial and to table this topic until the next meeting.

Graduate Hours Language – The following language proposed by the DEA had been emailed to the team earlier in the week.

B. Graduate Hours

2. Application for Additional Credit – Application must be made to obtain approval for credit. The following procedure shall be followed to gain approval:
 - a. Make application to the building principal by May 10th. In special circumstances, the application may include anticipated courses not yet identified.
 - b. ~~The principal submits the application to the superintendent or designee for approval or disapproval by May 20.~~ **The Principal SHALL submit the application to the superintendent or designee for approval or disapproval within 10 business days of the receipt of the application (this would require action anytime of the year within 10 business days)**
 - c. ~~The teacher will be notified by June 1 of the action taken.~~ **The Teacher will be notified within 10 business days of the action taken by the Superintendent or designee.** The teacher may request a review of the decision with the Superintendent.

Mr. Leggate stated one of the issues was the teachers would like to get timelier feedback for those teachers that are looking for graduate credits. He added with the current language, the principal could wait until May before there was approval or denial. The DEA proposal requested approval or denial of the application for additional credit within 10 business days of receipt of the application. Additionally, the teacher would be notified within 10 business days of the action taken by the Superintendent or designee.

Mr. Leggate noted the previous language could put the teacher out a month before notification of acceptance or denial of the request. He explained they had discussed 15 days or 20 business days and that put the acceptance or denial too far out.

Mrs. Schwartz said the Board negotiators proposed 15 days (approval or disapproval from receipt of the application) and 15 days (notification to the teacher within 15 business days).

B. Graduate Hours

2. Application for Additional Credit - Application must be made to obtain approval for credit. The following procedure shall be followed to gain approval:
 - a. Make application to the building principal by May 10. In special circumstances, the application may include anticipated courses not yet identified. Annual contracts will reflect approved graduate credit applied for by May 10.
 - b. ~~The principal submits the application to the superintendent or designee for approval or disapproval by May 20.~~ The principal shall submit the application to the superintendent or designee for approval or disapproval within ~~10~~ 15 business days of the receipt of the application if said application is submitted between August 15 and June 15. ~~(this would require action anytime of the year within 10 business days).~~
 - c. ~~The teacher will be notified by June 1 of the action taken.~~ The Teacher will be notified within ~~10~~ 15 business days of the action taken by the superintendent or designee. The teacher may request a review of the decision with the superintendent.

Board negotiators said they could make the 10 days work. Mr. Leggate clarified with the 10 days, that the final teacher submission date would be May 10, and this would keep the deadline from the administration for June 1. Mrs. Schwartz noted the summer requests needed to be submitted early enough so they could be processed. Mr. Harris clarified that an application received between June 15 and August 15 may not meet the 20 days. To meet the 20 days requires the teacher to submit the application before June 15. He also noted that graduate hours would need to be applied for before May 10 in order to reflect the hours in the annual contract.

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 - c. ~~The teacher will be notified by June 1 of the action taken.~~ The Teacher will be notified within ~~10~~ 15 business days of the action taken by the superintendent or designee. The teacher may request a review of the decision with the superintendent.

Chair Knipp reminded the team that the teacher was able to put in a notice of intent for courses. Mr. Harris responded the language was still reflected as: "In special circumstances, the application may include anticipated courses not yet identified." The consensus was to table the graduate hours topic until the next meeting.

PTO and Bereavement – The Board negotiators had emailed the following proposed language last night to the team.

VI. LEAVES

A. Paid (PTO) Leave

1. DPS teachers will receive a total of thirteen (13) days of paid time off (PTO) leave per year. PTO shall be used for all types of leave (i.e. personal leave, sick leave, vacation, bereavement) before accumulated sick leave may be used. At the end of each contract year, ~~or and~~ upon the last teacher workday, any unused PTO will automatically be converted to accumulated sick leave and added to each DPS teacher's individual sick leave as governed by Section VI(B).
2. ~~In order to ensure the safety and well-being of students and staff, except in the case of an unexpected illness, emergency, or unusual circumstance, PTO will be reported to and approved by the building principal. Use of PTO shall be limited to six (6) 5 (five) consecutive contract days unless accompanied by medical documentation. Unless waived by the superintendent, PTO shall not be granted for the first or last five (5) days of the school year. Unless there is an unexpected illness, emergency, or unusual circumstance, board policy designates there are certain days in the school calendar that PTO will not be granted without approval of the superintendent or designee. These days include:~~
 - Before or after a holiday or break in school attendance
 - During the first or last five student contact days of the school year
 - Professional development days including early release days and contract days prior to the first day of school.
 - Parent-teacher conferences.
3. PTO leave may be taken in minimum amounts of one (1) hour at a time with ½-hour increments after the first one (1) hour.
4. ~~The change from sick/personal leave to PTO will be implemented at the beginning of the 2021-2022 contract year as a pilot program. Members of the DEA's negotiations team and the School Board's negotiations team will meet on a mutually acceptable date prior to May 13, 2022, to review and, if needed, revise the PTO replacement clause. If it is determined that PTO is not mutually acceptable, the Certified Agreement will revert to the 2020-2021 negotiated agreement "Leave" language.~~
5. ~~In the event PTO is not mutually acceptable, the DPS teachers may choose to convert two (2) unused PTO days to their Personal Bank, as long as they do not exceed their six (6) allowable days, for use during the 2022-2023 school year. The remaining unused PTO days will be converted to the teacher's sick leave bank if they are not at the accumulated 120 days.~~

B. Sick Leave

1. Teachers shall be compensated for accumulated sick leave, up to 120 days at the time of their departure from the District, ~~per policy DKBC. at the rate of twenty dollars (\$20.00) per day.~~
2. If the use of accumulated sick leave becomes necessary, it must be reported to and approved by the teacher's immediate supervisor. Accumulated sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability), ~~and~~ for illness of the teacher's eligible family member (parent, spouse, child, grandparent, grandchild, sibling, or an individual who is verifiably dependent on the employee for care), ~~and for bereavement of a teacher's eligible family member (parent, spouse, child, grandparent, grandchild, sibling, or individual who is verifiably dependent on the employee for care).~~

C. ~~Bereavement Leave~~

1. ~~After a teacher has used his/her PTO leave earned for the current contract year, additional accumulated sick leave may be granted for bereavement of a teacher's eligible family member (parent, spouse, child, grandparent, grandchild, sibling, or individual who is verifiably dependent on the employee for care) by their immediate supervisor.~~

Mrs. Schwartz explained the rationale for the recommended revisions to the PTO language. She explained in the event that something happens and 90% of the teachers are out, this language would ensure the building would remain open and functioning. She added she didn't expect it to happen but if it did, they (the building principals) would need to make decisions. Mr. Leggate inquired about the criteria for making the decision, who gets told "yes" and who gets told "no".

Mrs. Heiser said they, the teachers, understood considering after two years after COVID and the lack of substitute teachers. The teachers are having a hard time understanding the limitations it was placing on teachers. The blackout dates could be denied for requests.

Mrs. Heiser explained the teachers are stressed due to the substitute teacher shortage and they have come to the aid of their colleagues. The teachers are at the forefront and understand the shortage and were asked to help out and fix the substitute teacher shortage in the short term. In discussions with the teachers, it was emphasized to her by the teachers that this was a staffing issue, and that the PTO language should not be changed because of a staffing issue. Mrs. Heiser inquired what was being done to address the substitute teacher shortage. She added the substitute teachers the District currently has should be supported and recruit more substitutes. She thought eliminating Teachers on Call would help.

Mrs. Heiser said the teachers would like a year without COVID to find out if PTO was an issue and get some reliable data. Then the District could find out if PTO was becoming abused or research if the blackout dates have PTO requests. She suggested focusing on the reason the teachers were requesting PTO on those dates (blackout dates). Any data from the last two years could be skewed due to COVID. She recommended waiting on changing any PTO language.

Mrs. Orton said the intent was not to place limitations on the teachers. They have heard that teachers have covered many, many times for teachers that are out. The Board negotiators were trying to find ways to try and solve issues.

Mrs. Orton referenced the upcoming early release day (April 13) and noted that 30 (teachers and classified staff) have requested that day off. Now the buildings are scrambling to fill those slots and help each other out and wondering if that number will increase. Mr. Leggate inquired if the requests were for a full day or half-day. Mrs. Ziegs said she would research that. Mrs. Heiser said that a lot of the teachers will schedule appointments on those half days (early release days) because they know they can be gone and a substitute teacher is not required. She noted there are pros and cons to being out on the early release days with the con being that the teacher is missing out on professional development. She added if it was really valuable professional development, the teachers won't want to miss out on it.

Mr. Harris inquired if the blackout dates were the biggest concern. Mrs. Heiser said that the blackout dates do set some limitations on the teachers, and they do not know what was going to come up. She added teachers were concerned about the approval process and what was the hierarchy. If everyone knew that sick leave could not be denied, then pretty soon anyone that wants to take the day off would be indicating they were sick.

Mrs. Heiser felt the District was not doing the best job at having grade-level meetings that pull a lot of staff out of the classroom and this could skew the data. The science department at the high school has no committee meetings during the school day so that it does not put a strain on the rest of the teachers in the building. It would be difficult to find substitute teachers for their department. The science department has requested their meetings to be scheduled on the early release dates or some other time so a substitute was not required. Mr. Leggate said when there are elementary grade-level meetings during the day, it is pulling six or seven teachers out of the classroom and he thought that might be skewing the data also.

Mrs. Heiser referenced Mr. Harris' question and said the limitations put on the blackout dates and also the approval process were concerns. They don't want to pit one teacher against another or create animosity against each other. The teachers also want to make sure the approval/denial process is consistent across the District (between buildings).

Mrs. Schwartz requested time to visit more regarding this topic. The consensus was to table this topic until the next meeting.

Bereavement – Mrs. Schwartz noted currently the bereavement language was separate and the Board's proposal includes the bereavement language within the PTO and Sick Leave language. The proposal had been emailed to the team last night. Mr. Harris said there had been confusion in the past. The consensus was to table this topic until the next meeting.

Salaries – Mrs. Schwartz said the Board's proposal of 1% on the base (no steps and lanes) was based on the new money the District would be receiving (from the state). She noted the District will have a \$506,000 deficit. Mrs. Schwartz explained Dr. Lewton had started a committee in October with six members and that the committee had done an excellent job at saving \$1.3 million. With respect to the 1% on the base, the Board feels it needs to be fiscally responsible to the community and the District.

Mrs. Heiser said the teacher negotiators agreed with the exception that they want steps and lanes and they would be fine with no increase on the base but only steps and lanes. Mrs. Schwartz deferred to Business Manager Hunter.

Mrs. Hunter referenced her discussion earlier in the meeting and recommended 1% on the base unless the negotiators could come to some kind of an agreement on how the District could find an additional \$261,989 (the difference of 1% on the base only versus steps and lanes for teachers). She had suggestions but also noted it was not her who will be making those choices. It has to be a group decision as there will have to be compromises (to come up with the difference of the two proposals). The District has already cut \$1.3 million from the budget.

Mrs. Hunter stated that 83% of the District's budget was in positions (salaries) and benefits. She listed some suggestions that may allow for steps and lanes. One of the suggestions was the next topic for discussion on the agenda. If the working day would be 8 hours instead of 7-3/4 hours, it would save the District money. Another idea would be to reduce the amount the District pays for (health) insurance and reduce it down to 75% covered by the District instead of the current 80%. These are ideas that would not disrupt the teacher being in the classroom. Mrs. Hunter noted the District currently picks up 3.5% of the TFFR and the District could reduce that by 1% (this would apply to all licensed staff, not just teachers). She added the ideas were not popular ideas. Mrs. Hunter offered to look into any suggestions anyone may have. Additional options she noted were to look at positions or programs or take out of the ending funding balance. Mrs. Hunter noted, at this time, she was not seeing other additional funding coming in.

The consensus was to table this topic for the next meeting.

Educator Workday – Mrs. Orton explained it would be savings to the District if the educator's workday would be 8 hours versus 7-3/4 hours. This additional time would help with coverage (of the students) and financially save the District some funds. Mrs. Smith inquired how adding the 30 extra minutes a day (to the educator's day) would save the District money. Mr. Harris responded one of the ways it saves money was by adding 15 minutes to the day which reduces the reliance on paraprofessionals and classified staff for coverage. At 320 teachers at 15 minutes a day it was approximately 80 hours a day (at \$15-\$18 per hour=approximately \$1,280 per day) that the District was paying for coverage which was equivalent to approximately \$230,400 a year. That amount would almost pay for the educator's steps and lanes. Mr. Leggate asked if this would be reducing paraprofessionals. Mr. Harris responded that it would reduce the paraprofessionals. Mrs. Smith clarified her question and asked if the educators would be doing more supervision time or more meeting time. Mr. Harris responded that it could be a combination of both. He

referenced the lunchtime where an additional 15 minutes could be utilized to meet with students. It would be an opportunity to provide Tier 2 intervention time since that time cannot be found within the day. This was an example when time could be built in by making the lunchtime 30 minutes instead of 45 minutes. Mr. Harris said the building leadership team would help define how that time would look in the building. It might look different at the high school versus an elementary school or middle school. Mr. Harris reiterated it would be an option so that the District could provide the educators with the steps and lanes.

Mr. Leggate said that essentially the proposal was asking the educators to add 6-3/4% to their work time. Mr. Harris responded it was about 15 minutes a day. Mrs. Smith said it appeared there was an additional 15 minutes to the day but it also appeared there was going to be 15 minutes of unassigned time taken away creating a reduced lunch break. That essentially was affecting students and teachers since the recess would be shorter. She felt that 15 minutes of unassigned time could be utilized to resolve conflict, build relationships with students, make phone calls to parents, maybe make some photocopies, or grade some of the formative assessments. Mrs. Smith expressed how the 15 minutes was important to sometimes keep that teacher “above water”. Mrs. Orton said that they have heard a lot of disciplinary issues happening during the student’s lunches, especially at the middle school and high school.

Mr. Harris said that the input from the teachers was very valid and there was no insult intended. It was a way to make up the funds and was an idea. Mrs. Heiser said the teachers were worried about the paraprofessional hours because they value the paraprofessionals and don’t want their hours cut. Dr. Lewton stated that it was important to know that no one was wanting to get rid of paraprofessionals. It was the same process that the District was doing through attrition. If someone should retire or resign, they look at every position. They were not there to get rid of jobs. Mrs. Smith inquired if the paraprofessionals could be more part-time rather than full-time. Mr. Leggate inquired if the teacher day increases by that amount, does the paraprofessional’s workday increase by that amount as well. Or does the paraprofessional move to a part-time employee with savings to the District in benefits. Mr. Harris responded it could be all of those scenarios. He would defer to the building leadership teams. It would be up to those teams to come up with a good plan to fit their building with access to the additional resource within the additional 15 minutes. It might look different from one building to another. The needs are unique within the buildings.

The consensus was to table this topic until the next meeting.

Schedule Third Meeting – By consensus, the next meeting was scheduled for Tuesday, April 12, 2022, at 5:00 p.m. at the PL Lab.

Build the Agenda for Third Meeting – Chair Knipp stated at the next meeting the negotiators would review and approve the minutes from tonight’s meeting, and continue the discussion of topics, rationale, and proposal. Discussion would include the following topics:

- a) Transition Paychecks from 10 Paychecks to 12 Paychecks
- b) Graduate Hours Language
- c) PTO Language and Bereavement
- d) 2022-2023 Salaries
- e) Working Day

Additionally, a fourth meeting would be scheduled.

Debrief – Mrs. Ziegs summarized the discussion from today’s meeting. The minutes from the March 23 meeting were approved as presented and signed by both parties. The financials presented to the team on March 22, 2022, were approved. The Board presented one new topic for discussion of bereavement. The DEA had no new topics. The Board removed the Integration Clause and the Management Rights Clause from the topics for discussion. The Board recommended removing the formation of the Salary Schedule Committee from the topics for discussion as this formation will be outside the negotiations.

The eight topics were prioritized and a rationale was shared for those topics. The order of the topics is One-year Agreement, Language Cleanup, Full-time Benefits Versus Part-time Benefits, Transition from 10 Paychecks to 12 Paychecks, Graduate Hours Language, PTO Language, Bereavement Language, Salaries, and the Working Day.

Prior to today's meeting, both parties had emailed proposals. Those proposals were referenced in today's meeting.

The next meeting has been scheduled for Tuesday, April 12, 2022, at 5:00 p.m. at the Professional Learning Lab. Tentative agreements were reached on the one-year agreement, the language cleanup, and the full-time/part-time benefits.


Adjournment – Chair Knipp declared the meeting adjourned at 6:02 p.m.

Dated this 12th day of April 2022.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator

