



## DPS/DEA Negotiations Meeting #5

### Minutes

Monday, May 16, 2022; 5:30 p.m.

Professional Learning Lab

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#### **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** – Business Manager Stephanie Hunter, Human Resources Manager Meghan Ziegs, Lee Mehrer, Johnna Westby, Megan Morey, Susan Moberg, JoAnn Coates, Donna Abrahamson, Susan Pankowski, Toni Frank, Naomi Thorson, Nichole Tooze, Diana Stroud, Carolyn Carroll, Sandra Schobinger, Amanda Fisher, Shelly Wolberg, Michelle Bechtold, Whitney Hofer, Tana Lafond, Crystal Hoerner, Kandace King, Kim Stockert, Amy Sherer, Brenda Loney, Amy Wyant, Jill Nelson-Wetzstein, Amy Kuehl, Scott Schmidt, Tammy Meschke, Jolene Gress, Geoff Greenwood, Lyle Smith, Marjorie Lehman, and Twila Petersen.

**Call to Order** – DEA President Shawna Knipp called the meeting to order at 5:30 p.m.

Board Representative Schwartz requested an opportunity to address the negotiators and the audience. On behalf of Mrs. Orton and herself, Mrs. Schwartz shared their appreciation and thanked DEA President Shawna Knipp for her time and energy to chair the negotiations meetings. They also shared their appreciation for the DEA negotiators, Mrs. Heiser, Mrs. Smith, and Mr. Leggate, especially noting their “competence and willingness to exchange ideas and compromise” for the benefit of the Dickinson Public School District. They know they have done a lot of work “behind the scenes” to address issues and concerns.

The Board negotiators also recognized the many long hours from Business Manager Hunter working on monetary scenarios for the negotiations. They also recognized the knowledge provided by Superintendent Lewton, Human Resources Manager Ziegs, and School Board Secretary Petersen.

The Board negotiators shared a heartfelt thank you to the teachers for navigating difficult situations in the last several years. The school board is deeply indebted to them for their thoughtful care and pride for the students.

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

**Review and Approve the May 4, 2022, Meeting Minutes** – The minutes from the May 4, 2022, meeting had been distributed to the team via email last week. Mrs. Heiser moved to approve the May 4, 2022, meeting minutes as presented. Mrs. Schwartz seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

**Update to the March 23, 2022, District’s Financial Presentation** – Business Manager Hunter requested an opportunity to update the team and audience regarding changes in the District’s financials since the March 23 negotiations meeting. Mrs. Hunter noted there was a change last month in the oil and production tax money that was just brought to their attention. The tax funds come from the state treasurer’s office.

Due to the war in Ukraine, there has been a sharp increase in the cost of a barrel of oil. This is something to monitor as it is not estimated to be a long-term funding. The District wanted to be transparent.

Mrs. Hunter reminded the team and audience the funding is reported in the monthly postings of the financials shared at each regular Board meeting. Superintendent Lewton added this change could reflect an increase in the ending fund balance.

Dr. Lewton noted this was not sustainable and gave some examples of the price of oil and its fluctuation. On the first day of school in August 2021, the price was \$56.00 for a barrel of oil. In April 2020, the price of a barrel was near zero. Today's price for a barrel is \$113.60. Dr. Lewton said the District continues to balance the budget and to get the savings back at 10% of the general fund balance.

**Memorandums of Understanding on Tentative Agreed Topic to Review and Approve** – The draft tentative agreement for the graduate hours had been distributed to the team last week. Chair Knipp read the language in the agreement and the parties signed the tentative agreement.

**Continued Discussion of Topics Rationale and Proposals**

**PTO and Bereavement** – The following language proposed by the Board was emailed to the team last week with the most current revisions highlighted.

**VI. LEAVES**

**Paid (PTO) Leave**

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. a request to use PTO leave must be approved by the building principal before the employee is authorized to take the leave. A leave request may be denied if the employee's absence would unduly disrupt the operations or services of the school or District. If a PTO request is denied, the principal shall notify the teacher and provide them with the rationale for the denial. The teacher may request a review of the principal's decision with the superintendent or designee within one (1) regular workday of the decision being made. When possible, the superintendent/designee will provide the teacher with a response within two (2) regular working days of receiving the request. 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.

Mrs. Heiser referenced the language proposed by the Board. The DEA negotiators will have some language to share at the next meeting. They would like to add “within one workday” to the language to read, “If a PTO request is denied, the principal shall notify the teacher within one (1) workday and provide them with the rationale for the denial.” Mrs. Schwartz referenced the language and requested to remove the words “When possible.” Mrs. Heiser referenced the language that required the building principal to approve the leave before leave may be taken. At Dickinson High School, the administrative assistant has been approving a majority of the leaves as she is also coordinating the substitutes. It has occurred at the high school that leaves were not approved until returning to work. Mrs. Heiser gave an example where she had applied for leave, had a substitute teacher, and returned to work and that was when the leave was approved.

Mrs. Heiser referenced the blackout dates and inquired if they needed to be listed in the negotiated agreement since there needs to be prior approval. Mrs. Schwartz responded that it was due to a professional obligation (to distinguish between the request needing principal approval or needing the superintendent's approval).

Mr. Leggate inquired if the administrators need to have their leave requests approved prior to the leave and if so, to whom is the request made. Mrs. Schwartz stated that would not be a question for Mrs. Orton or her. Mr. Leggate referenced treating all DPS employees as much the same as possible and having their leaves approved. Mr. Harris stated that administrators do have to have their leaves approved. They are approved by the superintendent or the assistant superintendent. Mr. Harris was hesitant but said they were not negotiating for the administrators; they were negotiating the teachers' agreement and would like to focus on that. Mrs. Knipp said they were not trying to negotiate for the administrators. They wanted to point out that if the teachers have to have their leave approved in advance, with the exception of special circumstances, then the DEA also feels that all employees of DPS should have to follow the same protocol. She referenced the language to have adequate staffing in the building and felt this should also apply to principals, even if they are gone for professional development.

Mr. Leggate referenced the Board's proposed language regarding the timeline for a response. The timeline is initiated at the time of the decision. The DEA negotiators would like the language to reflect a written notification within one (1) workday. Board negotiators requested if the DEA negotiators had some recommended language. Mr. Leggate responded the language currently does not have a deadline for the administrator to make a decision. A decision by the administrator does not have a timeline for a response and could be made the day before the leave. It is difficult to make plans if the leave has not been acted on. A suggestion from Mr. Leggate was for the leave request to be made within one (1) working day of submission. Mrs. Knipp provided the following suggested language, "PTO must be approved by the building principal before the employee is authorized to take the leave. This approval needs to be within 24 hours of the initial request." Mr. Harris said this would be a very difficult timeline (for the administrator) to satisfy. He referenced the rationale for the language, to ensure there was adequate coverage in the building.

Mrs. Knipp used an example if she puts in the leave a week in advance and an appointment or a plane ticket is waiting to be scheduled based on the decision for approval or denial. Adding to this example, Mrs. Knipp said on the day of the leave there are three sick teachers, and the administrator tells the fourth teacher they need to come in. Mr. Harris understood the request and the rationale for the request. He still felt it would be difficult for the administrator to act on the request (within 24 hours). Mrs. Knipp asked if it would be better for the teacher to put off their leave request until closer to the date. She then inquired if a leave request is put in for September for a January event, such as a wedding, if the request is approved in September, is there a possibility it could be denied in January? Mrs. Orton asked if a request was put in September for a January date, does the administrator visit with the teacher regarding the reason? Mr. Leggate responded typically no. Mrs. Heiser said at the high school, the administrative assistant would visit with the teacher because the administrative assistant reviews all the leave requests and finds coverage for the classes.

Dr. Lewton shared that when he was a principal at the middle school there would be times when there would be a large number of individuals wishing to be gone. He would send out a request for teachers to visit with him if they were wanting to be gone as there was a possibility it would not be approved since so many requests were coming in. His administrative assistant approved the requests unless there were too many requests coming in, then she would reach out to the principal.

Dr. Lewton said he would receive a large number of leave requests on a daily basis which would be handled by the administrative assistant unless there were too many going to be gone where coverage may not be possible. He felt in most buildings the administrative assistant might be monitoring it.

Mrs. Knipp recapped that the DEA would like a reasonable amount of time for action for approval or denial when a leave request is made. Mr. Leggate added that the line of communication does need to happen and that needs to go both directions. He said if 24 hours was too short a time then maybe 48 hours might work better for a timeline for a response and trust needs to be built back up. Mrs. Schwartz said it was hard to respond because they could not envision without language proposed to review. Mrs. Knipp said the DEA negotiators will provide language for the next meeting.

2022-2023 Salaries – On behalf of the DEA negotiators, Mr. Leggate said they were very disappointed that the TFFR proposal (to the administrators) did not happen. They were not sure if the administrators understood the rationale behind the proposal. The DEA feels that if the teachers want their steps and lanes, they are being asked to basically come up with the funding for it.

Mrs. Heiser referenced the meetings held prior to the start of negotiations where the financials and the scenarios were reviewed and where decisions were made for the District to save money. She inquired if those meetings had also taken place with the administrative negotiators and if they had received the same information the teachers received? Mrs. Hunter responded “yes.” She noted that the administrative negotiators had requested to meet with Mrs. Hunter and Dr. Lewton. They did meet with them, it was a smaller group, and Mrs. Hunter stated Dr. Lewton and she had gone through the same documents. She recalled the conversation with the administrators where it was also conveyed the Board was offering a set amount. If the administrators wanted anything above and beyond that, then the administrators were requested to propose a way to pay for it. She repeated the administrators were told the same thing (and given the same information).

Mr. Leggate said after hearing the information from Mrs. Hunter and receiving the updated numbers, he felt the certified staff’s portion of the overall budget was going down (decreasing) for the past six or seven years. From his numbers, the administrators’ portion has been increasing slightly. He inquired how that would happen?

Mrs. Knipp said the steps and lanes were a huge factor for the teachers when they retire. She referenced the mutual agreement during the 2009-2010 teacher negotiations to “freeze” (no movement for year one of the negotiated two-year agreement) on the steps and education. Four individuals were requested to check into their retirement and ask questions about their TFFR. Mrs. Knipp said it has been calculated that the freeze has cost teachers anywhere from \$14,000-\$16,000 in their retirement because of not receiving that increment for the year of experience. She said the reason for this was due to some of the teachers that were on an increment year and did not receive their career increment. They would not have received it that year (2009-2010) nor the following two years.

Mrs. Knipp stated the 1% on the base gives everybody something but the freeze (on the steps and lanes) was going to significantly impact the teachers as they got closer to retirement. If a teacher took a freeze in 2009-2010 and then takes a freeze again these negotiations, Mrs. Knipp stated the teachers could not agree on (no movement on the steps and education).

Mr. Leggate referenced back to his statement regarding the decline in the percentage of the budget for the teachers. He stated in 2017-2018, the teachers were under 57% of the budget for their salaries and compensation. In 2018-2019, the teachers were at 56.5% of the budget. In 2019-2020, the teachers were at 55% of the budget. In 2020-2021, the teachers were at 56% of the budget. In 2021-2022, the teachers were at 55% of the budget. Mrs. Hunter responded this had been talked about during a meeting with the teachers. When looking at the entire budget, a large part of the budget from the past 2-3 years was the COVID revenue dollars that were coming in. She added this would raise the budget numbers considerably. The revenues coming in causes faulty (percentages). Mr. Leggate spoke and said he was addressing the administrators also (percentages). He stated, using the same numbers, the administrators (salaries) have gone up from 6-3/4% to 7%. He summarized the administrative salaries have gone up approximately 1/3% and the teachers’ salaries have gone down. He noted the teachers were the largest

portion of the budget because they are the largest group. The DEA negotiators felt the fluctuation should be the same for the two groups (up and down). He noted the superintendent's salary has decreased significantly (and the administrators' percentage was still going up).

Board negotiators requested time to caucus. At 6:09 p.m., Chair Knipp declared a recess. At 6:18 p.m., the meeting reconvened.

Mrs. Schwartz stated the Board negotiators have been authorized by the Board to offer 1%. By mutual consensus, this topic was tabled until the next meeting.

Educator Workday – Chair Knipp stated this topic was tied into the salaries and therefore this topic would be tabled until the next meeting.

Formation of Salary Schedule Committee – Mrs. Knipp noted at the last meeting, the DEA negotiators requested a change to the Memorandum of Understanding with the task force including two administrators, and to do the committee collectively, both teachers and administrators. Mr. Harris said he was asked to contact the administrators. He did contact the administrators. The administrators requested not to have the addition to the memorandum. The administrators had signed a Memorandum of Understanding with the Board for their task force. At this time, the administrators were not willing to make a change.

Mrs. Heiser felt having the two separate committees were counterproductive and not working toward unity. Mr. Harris said he could not speak for the administrative negotiators and was not trying to influence how their attitude might be. Board negotiators were also disappointed.

2022-2023 Salaries - Mrs. Knipp referenced the TFFR proposal and stated this was the best option for the teachers. This option would have given back to the District approximately \$360,000. It would have been a sacrifice for both the teachers and the administrators. Mr. Leggate said they hoped that the extra funds could have gone to the classified staff. He commended the paraprofessionals for all their hard work. He felt the extra funds would have gone a long way with the unity within the District.

By mutual consensus, the topic of the Formation of the Salary Schedule Committee was tabled until the next meeting.

Schedule Sixth Meeting – Chair Knipp requested a date next week to schedule the next meeting.

Board negotiators requested an opportunity to caucus. Chair Knipp declared a recess at 6:29 p.m. At 6:32 p.m., the meeting reconvened.

Mrs. Orton stated that it appeared everyone was frustrated and upset. Board negotiators were disappointed that there was not an agreement from administrators to add two more administrators to the Memorandum of Understanding for the Salary Schedule Task Force. Mrs. Orton said that a lot of the topics were tabled at tonight's meeting. She reminded the team that there needs to be an amendment to the date (on the Ground Rules) for completion of negotiations which currently states by May 4, 2022. She said the Board negotiators would like to be done by the next meeting, if possible, on whatever the next scheduled date is set for. She asked if everyone agreed. Chair Knipp felt there was a consensus to amend the date. She stated the DEA wants the negotiations to be over as well and to get contracts out. It was not the DEA's intention to hold up the process. The Board negotiators understood that and felt some great questions were asked.

By consensus, the next meeting was scheduled for Tuesday, May 24, 2022, at 5:00 p.m. at the Professional Learning Lab.

Mrs. Schwartz moved to amend the Ground Rules to extend the negotiations to May 24, 2022, at 5:00. Mr. Leggate seconded the motion. A voice vote was taken on the motion. The motion carried.

**Build the Agenda for the Sixth Meeting** – Chair Knipp summarized the agenda for the next meeting. It will include the review and approval of the minutes from today’s meeting. There will be continued discussion of the topics including rationale and proposals. These topics include PTO and Bereavement, 2022-2023 Salaries, Educator Workday, and Formation of Salary Schedule Committee. The DEA will provide language for the PTO leave and submit prior to the meeting. The seventh meeting would be scheduled, if necessary, to include creating the agenda.

**Sick Leave Incentive** – Last week, the Board negotiators had provided the following language under Sick Leave for consideration. The changes are highlighted.

- B. Sick Leave
1. DPS teachers may accumulate up to 120 sick days. At the end of each contract year, teachers will be paid at the rate of one hundred dollars (\$100.00) per day for all sick days that exceed the 120-day maximum.
  2. Teachers **who submit their resignation before March 1** 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.**

Mrs. Schwartz inquired if the language submitted under Sick Leave was acceptable. Mrs. Knipp said the DEA negotiators accept the language revision and thanked the Board negotiators.

**Debrief** – Human Resources Manager Ziegs summarized the meeting. The May 4 meeting minutes were approved as presented and signed by both parties. Superintendent Lewton and Business Manager Hunter provided updated information on the District’s financials. A tentative agreement was signed by the parties on the Graduate Hours language. The Board had emailed a proposal last week with proposed language for the PTO leave and the Sick Leave incentive. A tentative agreement was reached on the Sick Leave incentive. The topics of the PTO and Bereavement, Salaries, Educator Workday, and the Memorandum of Understanding on the Salary Schedule Committee were tabled until the next meeting. There was a consensus to amend rule No. 14 on the Ground Rules to the date of completion of May 24, 2022. The next meeting was scheduled for May 24, 2022, at 5:00 p.m. Topics at the meeting will include PTO and Bereavement, Salaries, the Educator Workday, and the Memorandum of Understanding for the Salary Schedule Committee.

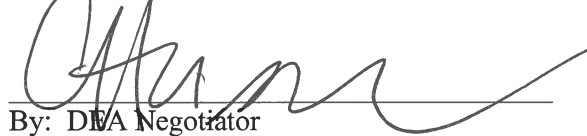
**Adjournment** – Chair Knipp declared the meeting adjourned at 6:38 p.m.

Dated this 24<sup>th</sup> day of May 2022.

DICKINSON PUBLIC SCHOOLS

  
By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION

  
By: DVA Negotiator