



DPS/DEA Negotiations Meeting #6

Approved Minutes

Tuesday, May 24, 2022; 4:30 p.m.
Hagen Building Multipurpose Room

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, Donna Abrahamson, Jessica Scherr, Diana Stroud, Lee Mehrer, Naomi Thorson, Gregg Bertelsen, Lyle Smith, Dana Price, Carla Schaeffer, Jolene Gress, Amy Kuehl, Scott Meschke, Shantel Twogood, Nichole Tooz, Kim Stockert, Amy Sherer, Sandra Schobinger, Brenda Loney, Tabitha Leiss, JoAnn Coates, Megan Morey, Tammy Meschke, Susan Pankowski, John Abrahamson, Kandace King, Ann Berry, Crystal Hoerner, Leah Campbell, Geoff Greenwood, Maggie Lehman, and Twila Petersen.

Call to Order – Chair Shawna Knipp called the meeting to order at 4:32 p.m.

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

Review and Approve the May 16, 2022, Meeting Minutes – The minutes from the May 16, 2022, meeting had been distributed to the team via email last week. Mrs. Schwartz moved to approve the May 16, 2022, meeting minutes as presented. Mr. Leggate seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Review and Approve the Amended Ground Rules – The amended Ground Rules had been emailed to the team last week. They were amended to change the date on No. 14 as follows, “A target date to complete the 2022-2023 negotiations is May 24, 2022.” Mrs. Schwartz moved to amend the Ground Rules. Mrs. Heiser seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Continued Discussion of Topics Rationale and Proposals

PTO and Bereavement – On Saturday, the DEA emailed a proposal for updated PTO language. Following is the PTO language proposed by the DEA.

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 **except in the case of required quarantine, where teachers can use accumulated sick days with documentation from the state.** 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 an 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. Once a PTO request is submitted in Frontline, a principal will have forty-eight (48) hours to either approve or deny 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 within one (1) working day and provide them with the written 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 written response within two (w) 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:~~

- ~~o Before or after a holiday or break in school attendance~~
- ~~o During the first or last five student contact days of the school year~~
- ~~o Professional development days including early release days and contract days prior to the first day of school.~~
- ~~o 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. 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 shall be compensated for accumulated sick leave, up to 120 days at the time of their departure from the District, ~~per policy DKBG,~~ at the rate of twenty dollars (\$20.00) per day.

3. 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).**

4. Accumulated sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment.

5. Use of accumulated sick leave shall be limited to five (5) consecutive contract days unless accompanied by medical documentation and approval from the teacher's immediate supervisor.

6. A teacher may use accumulated sick leave for the birth and/or legal adoption of a child. See Policy DDA, Sick Leave. In the event of a qualifying event, an eligible employee may apply for family medical leave (FMLA). See Policy DDAA, Family and Medical Leave.

7. The DPSD will maintain a Sick Leave Bank for qualifying employees who choose to participate. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children. Please contact Human Resources for more information.

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.~~

On behalf of the Board negotiators, Mrs. Schwartz presented a lump-sum offer (incorporating all topics in one proposal). The offer was a 0% increase to the base with steps and lanes, a reduction to the index of 0.02, the addition of Step 16, no sunset clause, PTO language as proposed on May 4, 2022, and withdraw the changes to the workday. Chair Knipp clarified "no sunset clause" references to the matrix change with the 0.02 to the indexes. She asked for information on the May 4, 2022, PTO language. Mr. Harris distributed copies of the PTO language proposal from May 4, 2022. Following is the PTO language proposal from the Board.

LEAVES (May 4, 2022)

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 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 will 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 1 regular workday of the decision being made. When possible, the superintendent / designee will provide the teacher with a response within 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:~~
 1. ~~Before or after a holiday or break in school attendance~~
 2. During the first or last five student contact days of the school year
 3. Professional development days including early release days and contract days prior to the first day of school.
 4. 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. 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.~~
3. 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).**
4. Accumulated sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment.
5. Use of accumulated sick leave shall be limited to five (5) consecutive contract days unless accompanied by medical documentation and approval from the teacher's immediate supervisor.
6. A teacher may use accumulated sick leave for the birth and/or legal adoption of a child. See Policy DDA, Sick Leave. In the event of a qualifying event, an eligible employee may apply for family medical leave (FMLA). See Policy DDAA, Family and Medical Leave.
7. The DPSD will maintain a Sick Leave Bank for qualifying employees who choose to participate. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children. Please contact Human Resources for more information.

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.~~

The DEA negotiators requested an opportunity to caucus. Chair Knipp declared a recess at 4:39 p.m. At 5:05 p.m., the meeting reconvened.

PTO Language - Mr. Leggate said the DEA negotiators recognize the Board wants to have accountability from the teachers. He added there also needs to be accountability for the administration to respond to the request in a timely fashion. The DEA requested language to reference when the teacher may anticipate a response. Mr. Leggate used an example for requesting leave in February and the individual submits the leave request in October, the current language leaves no deadline for a response from administration until the day before the individual is to be gone. That does not allow for any preplanning or financial planning. He requested a reasonable timeline for a principal to inform the teacher of approval or denial in a written format. The written format would be beneficial for the appeal process. Mrs. Smith added having a timeline for a response would also be beneficial in Frontline for finding a substitute for the leave right away. If the denial happens the day before the person is to take leave, then that substitute teacher would no longer be filling the leave.

Mrs. Schwartz requested an opportunity to caucus. Chair Knipp inquired if the Board negotiators would like to wait until the DEA negotiators responded to the remaining lump-sum proposal. Board negotiators agreed it would be better to wait to caucus.

Salaries – On behalf of the DEA negotiators, Mr. Leggate countered the Board's .02 (reduction to the index) with a .01 (reduction to the index) and remove the sunset clause. He added they would like to add the 16th year (Step 16). Mrs. Schwartz clarified, the DEA negotiators were asking for a 0% increase to the

base with steps and lanes, a reduction on the index of 0.010, adding Step 16, no sunset clause, and would like a timeframe added to the PTO language.

Mrs. Schwartz requested an opportunity to caucus. Chair Knipp declared a recess at 5:11 p.m. At 5:30 p.m., the meeting reconvened.

Mrs. Schwartz stated the Board negotiators appreciated the offer to collaborate. At this time, the Board negotiators could not agree to the proposal but would like to collaborate. She noted the difference of \$125,000 (\$125,855) that the District would be in the hole. She asked if there were any ideas for coming up with the \$125,000 noting Business Manager Hunter had previously emailed some ideas. Mrs. Knipp responded the DEA negotiators were struggling. They feel that they have given and were already taking a hit in the matrix by changing the index. She said for the teachers to do anything they have to take a reduction in pay. Mrs. Knipp noted the cost of gasoline and food was increasing and the teachers would have to reduce their paychecks to come up with \$125,000 more (for the difference from .020 to the DEA's proposal of 0.010 on the index) to get the steps and lanes. She referenced the TFFR proposal which would have made available additional funds.

Mr. Leggate referenced the last meeting where information was shared about additional oil revenues (oil and production tax). He asked if the extra revenue could be utilized for the one-year salaries for the shortfall of the \$125,000. He noted there will be a committee that will be looking at the salary schedule to make the matrix more sustainable. He recognized that oil was not stable.

Mrs. Hunter responded the oil revenues were not guaranteed and it is unknown how long these revenues will be provided. She added if the District would agree to the increase for the matrix and there was not an agreement on a revised salary schedule, then the District would be locked in at the higher rate (salaries) for every year. She said if the District was not receiving the oil revenues, she did not know where the District would get the funding (for the increase in salary above the Board's proposal). Mr. Leggate said that was where the sunset clause would be in effect. Mrs. Hunter said the sunset clause would revert to the previous salary matrix.

Mrs. Knipp requested an opportunity to caucus. At 5:39, the meeting recessed. At 5:45 p.m., the meeting reconvened.

On behalf of the DEA negotiators, Mrs. Knipp stated that after caucusing and discussing the proposal, she stated the DEA negotiators have tried to negotiate in good faith and come up with different proposals, different ways of trying to work through the salary, and provide different ways to meet together and work through the deficit problem that the District was having as a way to negotiate and they were set at what they have proposed and that was where they were going to stay.

Mrs. Schwartz requested an opportunity to caucus. Chair Knipp declared a recess at 5:47 p.m. At 5:51 p.m., the meeting reconvened.

On behalf of the Board negotiators, Mrs. Schwartz presented the following lump-sum offer. She stated if the DEA would agree to the Board's offer of a 0% increase to the base with steps and lanes, a reduction to the index of 0.0150, additional Step 16, no sunset clause, the PTO language proposed (by the Board) on May 4, then the Board was willing to withdraw the proposed changes to the workday. Mr. Leggate said it splits the difference between 0.010 and 0.020 (reduction to the index). Mrs. Hunter responded that was correct as the difference was \$62,000 (additional to the DEA 0.010 offer).

Mrs. Smith inquired regarding the PTO language and including a timeline for teachers to hear back on their request. Mrs. Orton responded the language seems to be getting bigger and bigger and the Board negotiators decided to revert to the May 4 language. Mr. Leggate inquired if there was any timeline the

Board would consider for a teacher to hear back in a timely fashion so they can make plans for being gone.

Mrs. Schwartz requested an opportunity to caucus one more time. At 5:54 p.m., Chair Knipp declared a recess. At 6:05 p.m., the meeting reconvened.

On behalf of the Board negotiators, Mrs. Schwartz presented the following lump-sum offer. If and only if the DEA would agree to the Board's offer of a 0% increase to the base with steps and lanes, a reduction to the index of 0.0150, the addition of Step 16, no sunset clause, PTO revised language which would read "once a PTO request is submitted" "the request will either be approved or denied within seven (7) contract days," then the Board was willing to withdraw the changes to the workday.

Mr. Leggate thanked the Board negotiators. Dr. Lewton requested to make a statement. He said with everything going on in the world, at times there are unforeseen things happening. He could understand that a teacher wants to make plans to take a trip. He used an example of a trip in April where tickets were purchased but circumstances happened. He said that he feels that he has been flexible. He asked what happens if there is a pandemic or unfortunately a track meet is moved to a Friday? Dr. Lewton felt the administrators try and make things work. It is hard to think of every circumstance and try to accommodate it. Mr. Leggate concurred and said they have talked about the "what if" scenarios. He referenced it being a two-way communication between the teachers and the principals. Having the timeline puts the communication both ways.

DEA negotiators thanked the Board for the offer. On behalf of the DEA negotiators, Mrs. Knipp requested to table until the DEA could have a meeting and then the negotiators come back for one more meeting next week. Mr. Leggate said there were questions (from the teachers in the audience) regarding the difference in the salary schedule with the .015 and how this would calculate on the matrix. Negotiators recognized that No. 14 in the Ground Rules would need to be amended. Mrs. Hunter distributed to team members copies of different matrix index scenarios available.

Mrs. Schwartz requested an opportunity to caucus. Chair Knipp declared a recess at 6:10 p.m. At 6:15 p.m., the meeting reconvened.

On behalf of the Board negotiators, Mrs. Schwartz requested to schedule a Teacher Negotiations Meeting for Wednesday, May 25, 2022, at 4:00 p.m. She noted that time was of the essence as the District needs to finalize its budget. The Board was having a meeting on Wednesday, and they would like to present the information to the Board. Mrs. Knipp requested an opportunity for the DEA membership to meet first before the next Teacher Negotiations Meeting.

By consensus, the Teacher Negotiations Meeting was scheduled for Wednesday, May 25, 2022, at 4:45 p.m. at the PL Lab. The DEA membership meeting will be held prior to the negotiations meeting at 4:00 also at the PL Lab.

Agenda for the Seventh Meeting – Chair Knipp stated the agenda topic at the next meeting would be the lump-sum offer that the Board proposed. The PTO language proposal will be forwarded to the teacher negotiators.

Debrief – Human Resources Manager Ziegs summarized the meeting. The May 16 meeting minutes were approved as presented. An agreement was signed amending No. 14 of the Ground Rules. The DEA emailed a proposal on Saturday with proposed language for PTO and a proposed salary schedule. The Board offered a lump-sum offer at tonight's meeting. The offer was a 0% increase to the base, includes steps and lanes, reduction to the index of 0.015, adding Step 16, no sunset clause, updated PTO language, and if agreed upon, withdrawing the proposed language for the workday.

The seventh meeting was scheduled for Wednesday, May 25, 2022, at 4:45 p.m. at the PL Lab.

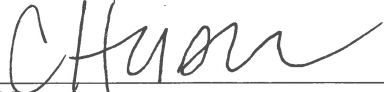
Adjournment – Chair Knipp declared the meeting adjourned at 6:21 p.m.

Dated this 13th day of June 2022.

DICKINSON PUBLIC SCHOOLS

DICKINSON EDUCATION ASSOCIATION


By: Board Negotiator


By: DEA Negotiator

