

Teacher Negotiations Meeting Minutes

Thursday, April 28, 2016, 6:00 pm
Central Administration Office Board Room

Facilitator: Superintendent Douglas Sullivan

Negotiators Present:

Representing School Board: Mrs. Kris Fehr and Mrs. Sarah Ricks

Representing Dickinson Education Association (DEA): Mr. James Fahy, Mr. Lyle Smith, Ms. Sara Berglund, and Mr. Jay Schobinger.

Others: Vince Reep, Fern Pokorny, Leslie Wilkie, David Wilkie, Brenda Loney, Diana Stroud, Shary Smith, Crystal Hoerner, Jamie Prellwitz, Jolene Gress, Merrill Fahlstrom, Sonita Wegner, Tim Wegner, Mary Ann Reisenauer, Clarence Hauck, Trina Kudrna, Keith R. Fernsler, Susan Moberg, Nancy Mack, Kelly Jahn, Donna Abrahamson, Toni Goetz, Judith Dalton, Twila Petersen, and Andrew Haffner with the Dickinson Press.

Call to Order – Chair Sullivan called the meeting to order at 6:00 p.m. He noted this was meeting #8 of the negotiations.

Review and Approval of the April 20, 2016, Meeting Minutes – A copy of the meeting minutes had been emailed to the team and copies were available for the team members. Consensus was to accept the minutes as presented which were then signed by Mrs. Fehr and Mr. Fahy.

Financial Information – Chair Sullivan asked if there was any follow up regarding the financial information and opened the floor for discussion. Mrs. Fehr noted some of the DEA negotiators had met with Business Manager Reep. She asked if they had any further questions or feedback from that meeting. Mr. Fahy said if she was referencing the agreement on the amount of the new monies that were available as represented by Mr. Reep, those numbers were accurate. He added that the DEA negotiators believed there were other avenues that could possibly free up more money. Mr. Smith explained on the index there were some positions that the DEA cannot bargain for but those individuals are in the classrooms, they work with the students and the DEA agreed they should be on the FTE list. He gave an example as the teachers on special assignment. It is the beliefs of the DEA negotiators that their primary job was administrative duties and requested that portion of their salary and benefits be moved to the administrative line. He referenced a previous meeting where the Board negotiators said that the DEA negotiators cannot bargain for the administrators. Mr. Reep responded that he was aware of two individuals that are teachers on special assignment. The two are on teacher contracts and he agreed that they may have administrative duties. He added that they're on the index because they have a teaching license and teaching contract. Whether they're on there or somewhere else they still cost money. Mrs. Fehr asked if it would make much of a difference. Mr. Reep responded it wouldn't be large, one teacher on special assignment has ten extra days on the contract and the other is working at the high school and does not have any extra days or extra stipend. Mr. Reep reiterated that whether the Board and the DEA agree those two should come out, it wouldn't be a major thing; they still have to be paid. He referenced the social workers who do not have a teaching license but the board and administrators have paid them out of the teacher's schedule for a number of years since they were placed with the employee groups and the cell. If those seven other positions are taken out there still needs to be a budget marker to pay for them. Mr. Smith agreed and said they don't oppose those seven. They think the portion of the individual's wages where they are doing administrative duties should be placed on the administrative line. He felt it was substantial amount, a couple hundred thousand dollars and it makes a big difference on the DEA's proposal. There was discussion regarding the position at SWCHS and Mr. Reep clarified that there is a stipend that follows the administrative schedule. He felt that position made more sense than the teacher on special assignment and said he could calculate those numbers. Mrs. Fehr inquired if he thought it was approximately \$200,000. Mr. Reep responded if a person would take into

consideration the lead teacher at SWCHS and the TOSPA at Hagen and that partial assistant activities person, it could be. Mr. Schobinger noted the District was looking at adding more TOSPA in the future. Mr. Reep said it would not create new money but re-categorize existing expenditure. Mrs. Fehr noted the money shuffled out is not going to be new money. Mr. Smith asked if the \$773,000 was the only financial avenues; is it the only money that could be used for raises. Mrs. Ricks responded that the Board can chose to adjust its budget and added the budget could not be negotiated at this table. Mrs. Fehr noted that two sessions ago the Board negotiators and significantly shuffled around expenditures for the coming year in order to make the raises happen. She said that was an example of what Mrs. Ricks was referencing. She added that as the enrollment drops there will be less money available. The Board negotiators were committed to the \$773,000 unless something drastic would happen such as the district losing 200-300 students. At that point everyone would be concerned. She said the Board negotiators have been transparent in telling and showing everything that they are dealing with. Mr. Fahy acknowledged that he was a negotiator two sessions ago and the Board provided a fair offer which was much appreciated. He added that he believed there was a rollover that year. Mr. Reep requested to address that comment. He stated that particular year the Board had to amend the budget and over extend on the expenditure side by about \$400,000. There was money put into the interim fund but a lot of that had to do with unbudgeted revenue such as the rapid growth grant, therefore it overextended its budget. There was \$400,000 that was put into the interim because of the revenue side. Mr. Schobinger said that the District rolled over 32% of its budget and in 2015 approximately 27% of its budget was rolled over. Mr. Reep explained that the balance in the interim fund is an accumulation over many years and therefore it is not a rollover of the whole amount. The percentage represents how much is in the interim compared to what was spent the previous year so it wasn't an increase of 32% that year. He further stated it doesn't all happen in one year; it happens over time. Mrs. Fehr referenced the ground rules and the agreed upon amount for the new money. Mr. Fahy stated that the DEA negotiators agreed that the amount of new money was as per the handout highlighted in yellow (\$773,779) and added that the DEA thinks there are other avenues or funds.

Board Proposal Packet #1 – Board Proposal Packet #1 contained three items: recruitment of highly qualified and experienced teachers, clarifying the definition of national certification, and the definition of a teacher. Mrs. Fehr noted the language was adjusted as per Mr. Smith's email to include the Century Code descriptor. The document was approved as presented and signed by Mr. Fahy and Mrs. Fehr.

Discussion of Proposals (Board) – Chair Sullivan opened the floor for discussion. Both sides were ready to present information. Board negotiators were asked to begin. Mrs. Fehr said that at the last meeting she heard that the DEA negotiators felt as if their information was being disregarded. She assured them that was not the case and the Board negotiators had been thinking about it and talking about it and gathering data. The Board negotiators wished to respond to the topics that remained.

Graduated Personal Leave – Mrs. Fehr said what she heard there were two potential problem statements on this topic. She added that the problem statements help to identify the issue. One was experienced teachers are leaving the school district. The other is that teachers who are parents do not have enough personal time to see their children's activities and may miss out on some family time. These are the problem statements she took out of the previous discussion and what they heard. Mr. Fahy noted there were no mutually agreed problem statements in a collaborative setting and added that Mrs. Fehr is the only team member who has completed the collaborative bargaining training. He was not sure how effective problem statements were in this process. Mr. Fahy said the graduated personal leave was a benefit that the DEA negotiators felt would give a morale boost to a group of people that for many years have given to make sure that the young teachers are taken care of and now it's time to reward the veteran teachers. He added if there would be a problem statement it would come down to morale. Mrs. Fehr said there was a lot of time spent talking last time about teachers who don't get to see their children perform, etc. Mr. Fahy said that it was an example and added that what he heard from the Board negotiators is that they want the teachers in the classroom. Mr. Fahy asked Mr. Schobinger to comment because he could word it the best. Mr. Schobinger said that if the District hires quality teachers and they have a work environment that they want to be in, quality teachers are going to do everything they can to be in the classroom as much as humanly possible. That's what they do. They are

here for students. In the opinion of the DEA negotiators they did not think the graduated personal leave would be abused. DEA negotiators shared personal instances where they have not used their personal leave over the many years and have taken a payout. Mrs. Fehr responded that it has only been five months since there was an agreement on accumulating the personal leave and that was a very difficult sell for the negotiators to get through the Board. She would like to give it some time and give it some history. Mr. Fahy responded that the topic of accumulation of the personal leave is a separate topic than the graduated personal leave. He added the stipulation that was put on the accumulated leave didn't change in regards to how many days in a row somebody could take. DEA negotiators shared that the membership has recognized this topic as important. Ms. Berglund stated that so much time is put into what they do, what they enjoy doing, and it is a priority for the teachers. It is not only for those teachers in the District who have children that participate in activities but also those teachers who do not have children. Mr. Smith asked if Mr. Reep has run the numbers to find out the cost. Mr. Reep responded that counting the people that are above 16 years, the cost would be approximately \$42,000. When Mr. Reep counted the people on the index there were 58 teachers that would be in 0-10 years who would not get any additional personal leave; 125 individuals would be in the 11-15 years, they would get one additional day; and 92 teachers would be in 16 or more years, they would receive an additional day. This is a total of approximately 309 days.

Licensed Teacher Substitute Pay – Mrs. Fehr requested to address the DEA negotiators proposal to create section III within the staff substitute. She noted that what the Board negotiators heard was the problem was either the lack of substitutes or a substitute who cancels at Dickinson High at the very last minute. Additionally there was a concern with the AESOP software because it allowed substitutes to cancel one obligation for another. Mrs. Fehr inquired if this was accurate. Mr. Fahy responded that AESOP allows a substitute to pick up a position immediately and then if something more lucrative comes along the substitute can pick up something better and drop the previous option. Mr. Schobinger and Mr. Fahy said it had just happened this week. Mrs. Fehr explained she had checked with the HR department and was told something different about the AESOP program. HR explained the program does not display other substitute opportunities once the substitute accepts a time slot(s) and they're only able to see and accept for the same day and that it's for jobs that don't overlap; the substitute can only see something that doesn't overlap with what they are already obligated and committed to and then they can only cancel 12 hours or more in advance. After that time they need to contact the administrator. She added it seemed as if this was maybe an administrative issue that should be resolved at that level. Mr. Fahy assured the Board negotiators that the teachers are picking up and doing what needs to be done to make sure the teachers are covered whether this is in the negotiated agreement or not. He gave an example of the process when he is looking for a substitute teacher. Mrs. Fehr explained that Mr. Reep had calculated the cost of what the DEA had proposed which was approximately \$85 per hour at DHS, \$48 an hour at Hagen, and \$45 an hour at the elementary schools; using the calculations based on last year's contract. It would be over \$25,000. Right now if a substitute is at the high school last minute to cover a class they are paid \$18 an hour. Mrs. Fehr said the substitute teacher isn't expected to deliver a lesson to the students. Mr. Fahy responded that the education the students are receiving when one of the District teachers is in the classroom is greater than any substitute teacher. The teacher knows what to expect and do.

Personnel Covering Vacant Position – Mrs. Fehr noted this was a topic as part of the licensed teacher substitute pay. Mrs. Ricks explained the wording in the DEA proposal regarding this was problematic. It is an administrative issue. Right now the question is who determines when the vacant position exists. She noted there have been situations at the high school when somebody is gone and that position has been taken care of. But as far as a position not being filled or how many teachers we have; those are administrative decisions. Additionally, because the District is dealing with grievances right now it would be very difficult to talk about this topic until the grievances have been resolved. Mrs. Fehr added the Board currently does not have a policy stating how it knows when a position is vacant or what to do. Mr. Smith paraphrased a previous negotiations comment from Superintendent Sullivan that good language would alleviate problems. He said if the language was problematic to come back with something that is more acceptable.

Salary Index Proposal – Mrs. Fehr said the problem they heard regarding this is that veteran teachers lost pay when the salary schedule was compressed two years ago. Mr. Smith and Mr. Fahy responded this was inaccurate. Mr. Smith said that he and Mr. Schobinger spoke about this topic and it had more to do with the veteran teachers. Mr. Schobinger added it came up to basically \$720 per cell. He added it wasn't so much the fact that they (the veteran teachers) lost; but that those in years 1-6 gained. Mrs. Fehr noted the reason for salary increases for those at 0-6 years was to help the beginning teachers. She explained the calculations used for the beginning teacher's salary. She added it was not meant in any way to slight anyone else. Mr. Smith said the DEA negotiators concurred and passed the proposal two years ago. Mrs. Fehr felt changing the index would undo something that was just done; however, the Board negotiators considered their input and were working on a salary proposal that may address that.

DEA Salary Proposal – Mrs. Ricks referenced the DEA proposal provided to the Board negotiators at the last meeting. She said the total cost was at \$1.963 million which is something that the Board is not interested in. Going back to the indexes that was discussed, it shifts the money to the veteran teachers by adjusting the index. Mrs. Fehr noted 55% of the total salary schedule is teachers in the 11-15 years bracket. Mr. Fahy thought the DEA's proposed salary schedule would address the Board's topic of recruitment of highly qualified and experienced teachers. That proposal would attract the highly qualified and experienced teachers. Mrs. Fehr responded that the proposal shifts the money away from the 0-6 year teachers.

Outside the Workday Compensation – Mrs. Ricks wanted to make sure the DEA negotiators felt this topic was addressed and responded to. Mr. Fahy acknowledged they had been responded to.

Superblock – Mrs. Ricks reiterated that she did not think this was something that could be discussed at negotiations. The Board negotiators have asked Superintendent Sullivan to check into this topic. Teachers may have already received a perception survey and she wanted them to know that the DEA negotiators have been heard on this issue. The Board negotiators wanted to make sure everyone was on the same page and what is in the contract is accurate. Mrs. Fehr added they were concerned and felt this topic was an administrative issue between the superintendent and his principals. Mr. Smith said it would have been nice to know that it (the perception survey) came from the Board. There was a mixed perception amongst the teachers. Mrs. Fehr said they had not told the superintendent exactly what to do but told him this was a concern and to look into it. Mr. Smith referenced the perception survey and said the Superblock and the PLC were used in the same term. It is the understanding of the membership they are two different things. It is his understanding that Superblock began when the reading/writing curriculum was implemented and then it turned into a rotation between math, reading, and language. Teachers were under the assumption when it began that once the curriculum was implemented it would end because they would no longer need training on the curriculum any more. He added that it basically turned into a response to intervention. He added that was not a bad thing. The teachers don't think it is PLC and are concerned with how it is being presented. Mrs. Ricks inquired if there was room for comments. Mr. Fahy said a member told him that an elementary principal spoke to them and wanted to see how the PLC was running in the superblock and that was basically how it was presented to them; it intermixes PLC and superblock. Mrs. Fehr suggested directing the concerns back to the superintendent. Mr. Smith gave some examples of how the PLC is done at the high school. Mrs. Fehr noted the superintendent is taking notes and keeping information. The Board may give him a little direction but then they step back and let him do his job that he was hired and trained to do.

Management Rights Clause – Mrs. Fehr explained the reason for the proposed management rights clause is due to the problem of both the Board and DEA negotiators continually bringing up ideas or issues that belong to the administration or the School Board. She added they are not negotiated items. A proposed language was distributed to the negotiators. Mrs. Ricks said it was important to note that the language does not expand or contract anybody's realm of authority or voice or influence; it is just a clarification. Mr. Fahy inquired if it has been an issue in the past. Mrs. Fehr responded both sides continue to bring up things that probably are not going to be in the negotiated agreement. Mr. Fahy could agree but said that sometimes this is the place to put the voice out there so that it can be heard because oftentimes it's not. Mr. Smith felt like a lot has been accomplished within the past 15 minutes on a couple of subjects then they have been in a few

years. Mr. Fahy added that based on the Board negotiators' comments some topics would have not been brought to the table and would have been cut off. Mrs. Fehr did not feel that was the implication of the language, she felt as if everybody needs to know that they cannot negotiate everything and put everything into the negotiated agreement. She noted there have been issues that have been shifted back to administration because they can't be addressed at negotiations and thanked the DEA negotiators for bringing it to their attention so that they are aware it's a concern. Mr. Fahy noted that if it didn't change anything then why add it. Mrs. Fehr responded that it makes the administration and Board more accountable and clarifies responsibilities. Mr. Fahy said it is his understanding the negotiated agreement is an employee's contract, not an employer's contract; if it is going to remind the board of their importance it should go into an employer's contract, not an employee's. Mr. Smith added that it seemed as if the language would be implemented everything would have to be in the negotiated agreement and nothing would be left open for interpretation. Mrs. Fehr referenced the responsibilities spelled out in Century Code. Mr. Smith said Century Code explains the powers of the Board and everyone understands that. He didn't think the language would be good. He explained something similar to this went through the Fact Finding Commission (FFC) and the FFC ruled against the Board when they tried to implement it in New Salem in 2006. Mrs. Fehr asked if it was the same wording. Mr. Smith was not sure.

Mrs. Fehr explained the Board negotiators had discussed the topics they wished to discuss.

Discussion of Proposals (DEA) – Mr. Fahy said the DEA negotiators had a proposal that would address every item left on the agenda. He expressed that both sides wanted to end the negotiations as soon as possible. Mrs. Fehr inquired if the DEA negotiators would like a recess to provide time for the Board negotiators to review the proposal. Mr. Fahy responded that it would only take a few minutes for them to review. The DEA negotiators distributed DEA Package Proposal #1. There was discussion by the team whether to call a recess or adjourn the meeting. Consensus was to adjourn the meeting. The Board negotiators expressed their appreciation for the proposal.

Debrief – Chair Sullivan summarized the meeting. The parties reviewed and approved the April 20 meeting minutes as presented. There was a discussion about the financial information. The parties agreed that the new money of approximately \$774,000 is the correct number; however, the DEA negotiators asserted that there may be other ways to provide additional money. Board proposal packet #1 which included the three topics of recruitment of highly qualified and experienced teachers, clarifying the definition of national certification, and the definition of a teacher was tentatively agreed to by both parties and signed. Following that the board discussed with the DEA the following topics: evaluate and discuss the indexes on the salary schedule, the DEA salary proposal, graduated personal leave, management rights clause, licensed teacher substitute pay, Superblock, and covering vacant positions. DEA Proposal #1 was presented and included these topics: salary proposal, graduated personal leave, and Memorandum of Understanding regarding the school calendar.

Schedule Next Meeting Date and Time - Mr. Fahy suggested considering a longer meeting next time to try and meet the target date. Additionally for payroll and the ability for the teachers to get the contracts back and not have to have the principals tracking down the teachers to get their contracts back in time. By consensus the next meeting date and time was scheduled for Monday, May 2 at 6:00 p.m. Chair Sullivan noted the minutes from this meeting would not be prepared before the next meeting.

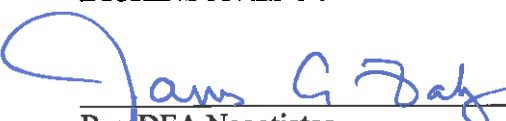
At 7:20 p.m. Chair Sullivan declared the meeting adjourned.

Dated this 21 day of June, 2016.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator