

## DPS/DEA Negotiations Meeting #1

### Minutes

Wednesday, April 24, 2019; 4:00 p.m.  
Central Administration Offices Board Room

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#### **Negotiators Present:**

**Representing School Board:** Board Vice President Kim Schwartz, Board Member Michelle Orton, Superintendent Shon Hocker, and Assistant Superintendent Keith Harris.

**Representing Dickinson Education Association (DEA):** Mr. James Fahy, Ms. Sara Berglund, Mrs. Shawna Knipp, and Mr. Jay Schobinger.

**Others Present:** Naomi Thorson, Paris French, Kristi Meidinger, Jen Hausauer, Shelly Wolberg, Donna Abrahamson, Tammy Meschke, Meghan Ziegs, Lyle Smith, Shary Smith, Brenda Loney, Mary Ann Reisenauer, Haley Marsh, Melanie Hanel, Kelly Jahn, Chelsea Hartman, Shantel Twogood, Amy Wyant, Laura Bloom, Scott Schmidt, Desirae Tibor, Leann Mehrer, Diana Stroud, Dawn Sipma, Rachel Sisson, Kristi Forster, Amy Sherer, Marjorie Lehman, Leslie Wilkie, Fern Pokorny, Kalindi Brandvik, and Twila Petersen.

**Call to Order** – Dr. Shon Hocker, chair, called the meeting to order at 4:00 p.m.

**Review and Approve Agenda** – Mr. Fahy requested adding to the agenda, if time allowed, listing topics for discussion. Mrs. Schwartz moved to approve the revised agenda. Mrs. Knipp seconded the motion. The motion carried unanimously.

**Review Attitudes** – A copy of the Collaborative Bargaining Attitudes were available for the team. Chair Hocker explained it was his understanding it has been a tradition in the past for the 1998 draft attitudes to be read by the team. Since this was Dr. Hocker's first negotiations meeting, he did not know the background. Mr. Fahy explained the attitudes were read at every meeting up until about 2013. They would be read by the team members around the table. He would not be opposed to going back to reading the attitudes at the beginning of each negotiations meeting as a reminder of who the team was and why they were here. Dr. Hocker asked for the wishes of the team. Consensus was to read the attitudes before each meeting. Each member at the table took a turn reading one of the 11 attitudes for collaborative bargaining.

**Review and Establish Ground Rules** – Dr. Hocker addressed Mr. Fahy, since he has been on the negotiations team the longest, inquiring what method of negotiations was preferred. Dr. Hocker referenced the last negotiations the method utilized was interest based bargaining. Prior to that, traditional negotiations and collaborative bargaining methods were utilized. He wished to be sensitive to the wishes of the team.

Mr. Fahy responded that the interest based bargaining (IBB) became somewhat cumbersome, especially when the topic of salaries was discussed. It is difficult to use the IBB method when there is a discussion about salaries. He explained with collaborative bargaining, the team works together with the understanding that they represent organizations and a responsibility to that organization. Mr. Fahy expressed that the one thing ground rules should have is the idea of respect and respecting everybody and everyone's opinions because they are important. Board representatives concurred.

Dr. Hocker distributed copies of the ground rules from the last 2017 teacher negotiations which were updated by changing in red text IBB to teacher negotiations and updating the year.

Chair Hocker began going through each of the ground rules. He began with #1, Composition. He noted that the school board representatives had asked him to be the lead negotiator, at this time. If at any given juncture his lead representation appears to be not in the best interests, then it would be discussed how to proceed. Chair Hocker explained that Business Manager Anderson would serve as the resource person.

Mr. Fahy suggested utilizing the ground rules for administrative negotiations as a basis for the teacher negotiations. The DEA negotiators felt the administrative negotiations ground rules were very respectful and felt they were very good. Mr. Fahy reiterated that everyone has an opinion and the opinions are to be respected. Copies of the proposed ground rules, based off the administrative negotiations ground rules, were distributed to the team. Consensus was to accept the Ground Rules for Teacher Negotiations Dickinson Education Association.

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Chair Hocker referenced #4 on the proposed ground rules asking for clarification if the topics would be introduced during meeting #1 and/or meeting #2 and no new items would be brought forward after the third meeting unless mutually agreed. He inquired what would be a reasonable timeline to accomplish the negotiations. He would like to present an agreement to the Board at its May 13 Board meeting. He asked if that was possible not knowing the DEAs rules and bylaws. Mr. Fahy responded that after it is finalized and the team has come to an agreement, the DEA needs seven days as per the DEA bylaws. He added it is a very tight timeline and might be doable if the legislature wraps up soon.

Dr. Hocker felt the team could move forward in good faith with the timeline. He added there is a lot connected to these timelines and negotiations. Dr. Hocker has shared at multiple meetings that he is an advocate for treating all the employees across the District fair.

The classified staff oftentimes have a package presented to them by now. He has asked their representatives to be patient. He also noted there are some constraints with classified work agreements and getting them out to the staff before the end of the school year.

Chair Hocker referenced the DEA negotiators' responsibilities with coaching and inquired if their schedules would allow a May 10 target goal. Mr. Fahy responded it was possible but it would be difficult. The team recognized the target date may not be met but the team members would try their best. Dr. Hocker referenced the necessity for the DEA to have an extra week for the DEA to ratify; therefore, the target date was moved back to May 3. Mrs. Schwartz offered that the school board could hold a special board meeting to consider the negotiated contract if an agreement was not reached by May 3.

Mr. Fahy appreciated Dr. Hocker's comment about fairness across the board. Dr. Hocker recognized there was not a target date on the ground rules presented by the DEA.

Mr. Fahy explained in the past when a tentative agreement had been made, the DEA would take the tentative agreement back to the DEA before the DEA negotiators signed off on them. A difference was noted between the DEA proposed ground rules and the 2017 administrative ground rules. It was agreed the proposed ground rules would be sent out to the team members electronically.

**Schedule Next Meeting Date and Time** – Chair Hocker referenced the negotiated agreement where time is allowed (six days) for association activities for the DEA. He asked if the DEA negotiators ever used that time for negotiations. Mr. Fahy responded that DEA negotiators have not used that time for negotiations and appreciated the support group they have at the negotiations meetings when they are held outside the school day.

By consensus, the next meeting was scheduled for Monday, April 29 at 5:30 p.m. The following meeting was scheduled for Wednesday, May 1 at 5:30 p.m. The April 29 meeting will be a maximum of two hours. The May 1 meeting will be a maximum of one hour. Future meetings will be scheduled later.

**Introduction of Topics for Negotiations** – Chair Hocker opened the floor. Mr. Fahy explained it had been past practice for each side to take a turn, going back and forth, listing the topics they wish to discuss. Mr. Fahy stated some topics would be beneficial to both sides.

- a) **Update/Language Cleanup on Negotiated Agreement**: This topic was introduced by Mr. Fahy. Mr. Fahy recommended updating the agreement to include the current year. He said in the past there has been a subcommittee with one person from the board side and one person from the DEA side to look at the contract and highlight what needs to be changed. This would also include the newly added coaching positions and extracurricular pay changes made by the District's Extracurricular Committee. Mr. Fahy clarified this topic will not add or remove topics to the contract.
- b) **Salaries**: Both sides wished to introduce this topic.
- c) **Benefits**: This topic was introduced by Dr. Hocker. Dr. Hocker said there was ongoing discussion regarding dental and vision insurance.
- d) **Addition of a Maintenance of Standards Clause to the Agreement**: This topic was introduced by Mr. Fahy. He explained this would be an addendum or language included in the contract that there would be no going backwards on the contract in the middle of the term of the contract. He added it would maintain the standards throughout the entire contract term.

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- e) TFFR: This topic was introduced by Mrs. Schwartz.
- f) Leave Language: Both sides wished to add this topic for discussion. Mr. Fahy said it could be considered similar to PTO. This topic shall include the one-hour leave pilot.
- g) Professional Organization Dues: This topic was introduced by Mr. Fahy.
- h) Workday: This topic was introduced by Dr. Hocker.
- i) Safe Workplace Language: This topic was introduced by Mr. Fahy.
- j) Vacancies and Transfers: This topic was introduced by Dr. Hocker.
- k) Length of Contract: This topic was introduced by Mrs. Schwartz. Mr. Fahy noted that there is a sunset clause that expires June 2020. This sunset clause is regarding the number of personal days for veteran teachers with over 10 years of service. The team would need to come back next year and negotiate the sunset clause unless it was settled during this year's negotiations.
- l) Dates for Lane Changes/Horizontal Movement: This topic was introduced by Mr. Harris.

Chair Hocker noted there would be two more meetings after this meeting to introduce topics.

Consensus by the team members was to discuss topics that did not require input from Business Manager Anderson.

Maintenance of Standards Clause to the Negotiated Agreement – Mr. Fahy distributed a handout to the team with proposed language to be added to page 3 of the negotiated agreement.

**“All conditions of employment shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional and/or employment advantages heretofore enjoyed unless expressly stated herein.”**

Mr. Fahy said basically the DEA does not want to go backwards in the middle of the contract (negotiated agreement). If there is an agreed upon two-year contract, the highest standards of the contract will be maintained throughout the entire term of the contract. Chair Hocker asked for an example. Mr. Fahy referenced negotiations a few years back where there was discussion of coming back and renegotiating if the funds from the state would decline. This clause would reassure the teachers the contract would not go backwards.

Mr. Harris requested clarification regarding the section “provided that such conditions shall be improved”. Mr. Fahy responded, if the school board would come back with a higher offer, the DEA would be in favor of the higher offer. Mr. Harris inquired if there had ever been a time in North Dakota where the state had reduced funding after the legislature has made a funding commitment. The response was there may have been an instance approximately 20 years ago.

Dr. Hocker responded he has no intention of entering into an agreement that he would not uphold. That is the pros and cons of entering into a multi-year agreement. Chair Hocker did not see any concerns with the language. Mrs. Schwartz concurred. Consensus of the team was there was a tentative agreement on the language proposed for the Maintenance of Standards. Mr. Fahy said he would take it back and Mr. Smith would talk with the senate of the DEA and come back with a response for a tentative agreement. Mrs. Schwartz inquired the turnaround time for this. Mr. Fahy responded they would be ready next week.

Subcommittee for Contract Language – Mr. Fahy and Mrs. Schwartz volunteered to be on the subcommittee. They will email each other back and forth with recommendations for revisions. Later in the meeting, Mr. Fahy suggested the recommendations from the extracurricular committee be forwarded to Mr. Fahy and Mrs. Schwartz for inclusion in the agreement. This would include any increases that may have been implemented or added to the extracurricular, such as soccer coaches for an example or organizations that asked and received an increase.

Personal Days Sunset Clause Expiring 2020 – Mr. Schobinger suggested research be done to find out if this was abused. Mr. Fahy clarified the reason for the clause was to find out how many teachers would take off six consecutive personal leave days within the last 1.5 years. Chair Hocker said that they would have the data available at the next meeting.

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Mr. Harris suggested a conversation about the leave language. It might make that a moot point as well. Consensus was to include the leave language discussion simultaneously with the personal days sunset clause discussion. Mr. Fahy added there was a lot done to attract and recruit teachers and this would be a way to reward the veteran teachers that have been in the Dickinson Public School District for 10 or more years by adding another personal day. Mr. Fahy remembered the concern from the Board was those veteran teachers would have eight days theoretically that they could use but the agreement was to cap it at six consecutive days. Chair Hocker said the human resources department would do some research before the next meeting.

Dates for Lane Changes/Horizontal Movement – Mr. Schobinger requested background information regarding this topic. Mr. Harris proposed the horizontal movement cutoff would be moved back to the spring. This would reduce the amount of times that contracts are redone and it would help with budgeting purposes.

Mr. Fahy explained that most teachers take classes during the summer time. Dr. Hocker suggested perhaps implementing this change in a full year so the word could get out to everyone that the deadline was changed to turn in credits for the lane change, budgets could be adjusted, and contracts could be issued without having to be reissued. Ms. Berglund clarified if someone was planning to take a summer class, that person would need to notify administration these are the anticipated classes the teacher was planning to take or would the teacher have to have completed the classes. Mr. Schobinger said he understood the chance for horizontal movement would be backed off one year because if a teacher needs four credits this summer to move for next year, basically that teacher could not make that movement until 2020. Anything taken this summer would have to wait until the next school year. Mr. Harris responded that could be the initial discussion. If a teacher knew they were going to take those four credits in the summer, the teacher would send a notification of intent by April 15 for completing the courses so that one contract could be done. The August date would be the deadline for providing proof of completing the coursework. He added it would be easier for the District to push it off a year (the horizontal movement) but maybe some middle ground could be to have a notice of intent with proof of completion by August.

Mr. Fahy recognized a possible concern that oftentimes the teachers do not know what is coming up for the summer courses until spring. Sometimes in the non-negotiating year, contracts are distributed by April 1 and the teachers would not know what is available until after the deadline. A timeline for the approval process was discussed. Ms. Berglund said she just received notification today about a course.

Mr. Schobinger inquired if a teacher sent a notice of intent but a personal emergency comes up and the credits could not be completed, how would this be remedied. Discussion led to reissuing a contract at a later date and the positive effect to the budget. Mr. Fahy said he thought it would be a tough sell to the DEA. He added if some language was provided, he would be willing to take it to the DEA. Mr. Harris said he would try and have some language at the next meeting. Ms. Berglund added it would be easier if the horizontal movement was not held off for a whole year. Most of the teachers know in the spring if they are making a lane change and would be able to complete a notice of intent.

Workday – Mrs. Knipp requested some background information regarding the workday. Dr. Hocker felt that would be a longer discussion and requested to table the topic. He is planning to combine together some topics such as leave time/PTO/sunset clause.

Professional Organization Dues – Chair Hocker inquired if the DEA representatives wished to share information on this topic. Mr. Schobinger said this was a discussion that would involve funds. Mr. Fahy explained the precedence with administrators receiving dues for professional organizations was something the teachers would like to see the District pay for professional dues for teachers as well. Mr. Harris inquired if an example would be of a teacher wishing to be a member of the National English Teachers Association. Mr. Fahy responded if that is what that teacher would like the funds to go to, then it would be an example. Mrs. Schwartz inquired if they knew how many teachers would be interested in the dues. Mr. Fahy said that it had not been discussed yet. Mr. Harris inquired if they were proposing that every teacher would be allowed something like \$50 to go towards an organization. Mr. Fahy responded that it would depend on how much the administrators are getting and base it upon that aspect. The DEA representatives have not looked into it with great detail yet. They had not anticipated getting this far in the discussion tonight. He was prepared with the language but not the funds attached to the language.

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Chair Hocker felt that many topics could be covered in Monday's meeting. He referenced the team agreeing to keeping the meeting to two hours. He was concerned about the Wednesday night's meeting being one hour. Mr. Fahy suggested that the team decide and prioritize the #1, #2, and #3 topics for discussion so that they may be prepared for the discussion. Chair Hocker responded the items talked about could be prepared with an intent for discussion on Monday keeping in mind not to rush the process. He added everything on the list comes down to money. Some of the bigger items could be grouped together. The leave language/PTO is attached to money and goes well with the benefits, salaries, TFFR as well as the sunset clause. He thought it would be appropriate to start there with the bigger dollar topics.

Vacancies and Transfers – Mr. Harris questioned why the language was written with a 10 day announcement and the expectation of the association when that language was put into the contract. Mr. Fahy said it was before his time. It may have been around since the 70s or 80s. Mr. Harris added hiring is sometimes fast paced and volatile. The 10 days can sometimes be cumbersome with the self-imposed constraints. Maybe there was a way the team could mutually agree and streamline with everyone's interests still being met. Mr. Fahy will do some research. Mr. Harris will work on a proposal and have some starting-point language.

TFFR – Mrs. Schwartz said the District was looking at incrementally proposing to pay for part of the TFFR. Chair Hocker said this topic ties into money.

Chair Hocker thought the primary topic was to hit the money conversations and begin the discussion. Mr. Anderson will be in attendance at Monday's meeting to provide information. This led into a discussion regarding the salary schedule matrix.

Salary Schedule Matrix – Mr. Fahy had emailed Mr. Anderson the matrix that Mr. Reep had prepared. If an amount was put into the matrix it would populate the salary. Another document Mr. Fahy emailed Mr. Anderson that Mr. Reep had prepared was a spreadsheet that would populate the entire salary package including benefits, TFFR, social security, etc. Mr. Anderson had mentioned to Mr. Fahy during their conversation that he thought he could prepare a different spreadsheet. Dr. Hocker explained the item that he thinks Mr. Anderson was referencing was a module of his accounting system. Mr. Anderson thought it would be easier to use that module but found out that this was not the case and it would be more work. The District's salary schedule matrix is very unique and complex.

Agenda Topics for Next Meeting – This topic was covered during the Introduction of Topics for Negotiations conversations.

Adjournment – At 5:15 p.m., Chair Hocker declared the meeting adjourned.

Dated this 29<sup>th</sup> day of April 2019.

DICKINSON PUBLIC SCHOOLS

  
By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION

  
By: DEA Negotiator