

DPS/DEA Negotiations Meeting #4

Minutes

Thursday, May 9, 2019; 5:30 p.m.

Central Administration Offices Board Room

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: Amy Wyant, Marjorie Lehman, Cameron Lorge, Diana Stroud, Leann Mehrer, Shary Smith, Lyle Smith, Shelly Wolberg, Laura Bloom, Donna Abrahamson, Emily Bren, Kayla Kilwein, Kalindi Brandvik, Chelsea Hartman, Shantel Twogood, Dawn Sipma, Tracy Sipma, Fern Pokorny, Meghan Ziegs, Leslie Wilkie, Brenda Loney, Rachael Sisson, Scott Schmidt, and Twila Petersen.

Call to Order – Dr. Shon Hocker, Chair, called the meeting to order at 5:30 p.m.

Additions or Deletions to the Agenda – Mrs. Schwartz moved to add to the agenda the approval of the April 29 and May 1 meeting minutes. Mrs. Knipp seconded the motion. The motion carried unanimously.

Approval of April 29 Meeting Minutes – A copy of the April 29 meeting minutes were distributed to the team. Mrs. Schwartz moved to approve the April 29 meeting minutes, as presented. Mrs. Orton seconded the motion. The motion carried unanimously.

Approval of May 1 Meeting Minutes – A copy of the May 1 meeting minutes were distributed to the team. Mrs. Schwartz moved to approve the May 1 meeting minutes, as presented. Mrs. Orton seconded the motion. The motion carried unanimously.

Tentative Agreements –

National Board Certification – A copy of the proposed tentative agreement was distributed. Mr. Fahy requested the language read as the corrected version with the strikeouts removed and the additions included. A new tentative agreement for the National Board Certification was printed and signed by both parties.

Horizontal Movement / Lane Changes Date – Dr. Hocker explained at the last meeting the conversation was to push back some dates and add some language regarding special circumstances. Mrs. Schwartz also was attending an RESP meeting last week. In general, RESP will send out course offerings prior to April 1. The last notification received by teachers was an opportunity to take classes.

An updated tentative agreement was distributed to the team. Dr. Hocker opened the floor for feedback. Mr. Fahy appreciated the extension to April 30 instead of April 15. Most teachers should know if they are going to attempt a lane change by April 30. Mrs. Schwartz said she visited with Mr. Mattson at RESP and shared this teams concerns. Mr. Mattsen told Mrs. Schwartz that RESP would be more mindful of getting the graduate credit hours out sooner.

Mr. Harris said he was asked to double check how many contracts were affected. The individual who did the contracts in the past is no longer with the District. He has visited with Mrs. O'Brien and Mrs. Ziegs and they felt about 40 contracts were redone. It takes about an hour of work to redo one

contract or in essence about 40 hours of time. Chair Hocker requested the wishes of the team. Ms. Berglund appreciated the special circumstances clause and changing the date. Consensus was to approve the tentative agreement that was proposed. Both parties signed the tentative agreement on Horizontal Movement / Lane Changes Date.

Maintenance of Standards Clause Added to the Negotiated Agreement – Chair Hocker summarized this was the clause requested to ensure there would be no going backwards on the contract. He distributed a document with revised language proposed by the Board representatives for the topic of Maintenance of Standards Clause.

MODIFICATION

Unless otherwise stated herein, no change, modification, extension, renewal, ratification, waiver, or rescission of this Agreement or of any of the provisions hereof shall be binding unless it is in writing signed by both Parties. No failure by either Party to seek to enforce their rights under this Agreement upon the occurrence of any default or breach by the other Party shall constitute a waiver of default or of the performance required of such Party. The waiver of any Party's rights under this Agreement must be given in writing.

ENTIRE AGREEMENT

This Agreement and any District policies specifically referenced herein, including any amendments thereto, constitute the entire agreement between the Parties on the subject matter referenced herein and shall supersede all prior negotiations, discussions, and correspondence.

Dr. Hocker explained the language was created as a second backup that signed contracts could not be altered if legislature cuts funding in the middle of its legislation. The intent of the language that was initially presented was not intended to bind any future conversations, such as the current conversations regarding career increments. The language previously presented could be considered ambiguous. Board representatives reviewed the previous language and suggested language to eliminate the ambiguity.

If the DEA would like to have some type of language in the agreement to ensure safeguards, the proposal from the Board would break out the language into a modification and entire agreement piece. This would reassure, if one party breaches in the middle of the contract, it was indeed a breach of contract. Mr. Fahy requested to take the proposed language back to the DEA for input. This topic will be brought back for discussion at the next meeting.

Discussion Topics for Negotiations –

Chair Hocker explained that Mr. Anderson would be leaving tonight's meeting for a concert. Considering the time constraint with Mr. Anderson, Dr. Hocker requested any topics related to numbers and budgetary discussion be brought to the table at this time.

Mr. Fahy suggested funds available be shared on the topics that affect money. Chair Hocker explained that Mr. Anderson had emailed a spreadsheet to the team. Mr. Schobinger requested amounts for the state aid for the year 2018-2019. Mr. Anderson's calculations for 2019-2020 were about \$2.1 million higher in 2019-2020 than in 2018-2019.

Mr. Fahy said he had done some homework on the projections for 2018-2019 and they did not seem to match the budgeted numbers. He added that he understood the formula changes. Mr. Fahy requested where the projection of \$25 million came from. Mr. Anderson responded he did not know where the \$25 million came from. It was not used for the budget. Mr. Anderson will be using Adam's worksheet from DPI for the budget for this year. Mr. Fahy was concerned with a \$4 million difference.

Mr. Fahy inquired how many students was the 2019-2020 projection based upon. Mr. Anderson responded a little over 4,000. With the weighted ADM, he was basing it on an ADM of 4,114 of returning and an increase of 167 from last year. Mr. Fahy and Mr. Anderson agreed there was a \$193 increase per student in foundation aid.

Mr. Fahy inquired what amount was being used as new money. Mr. Anderson responded \$2,100,000. Mr. Schobinger thought it was \$2,250,000.

Mr. Fahy referenced the \$800,000 at the last meeting that was proposed as the new money. Dr. Hocker responded he used this number as it was 2% of 3,900 students, or rounding it up to 4,000, which generates \$800,000. Mr. Fahy inquired if the legislature earmarked those funds for specific purposes. Dr. Hocker responded the 2% was an increase in student dollars for ADM per pupil. The legislature provided 2% this year and 2% next year. Mr. Anderson and Dr. Hocker did not feel it had restrictions. They acknowledged the \$800,000 was included in the \$32 million.

Documentation showed the per student aid during the 2018-2019 year was \$9,646 per pupil. The anticipated payment in 2019-2020 is \$9,839 per pupil.

Mr. Fahy inquired if there were any other legislative bills that will go through that were specified for salaries. Dr. Hocker and Mr. Anderson responded they were not aware of any. Mr. Anderson added there are some competitive grant monies available. Mr. Fahy will email someone to get clarification on a bill he thought was earmarked for salaries.

Mr. Fahy inquired how the local revenue will change. Mr. Anderson responded in his discussion with the City assessor, the taxable valuations will decrease 1%. Right now, the District is at its maximum for general fund mills at 70. Mr. Anderson added he is projecting to budget close to the same next year as this year. There are miscellaneous levy funds available if the Board so chooses to levy those funds. Those were not being discussed during the high school project because of the large support requested by the community.

Salaries / TFFR – Mr. Fahy recognized the District spends approximately 56% on teacher salaries and benefits. In comparison to the top nine schools in the District, he felt this percentage was a little low. Mr. Schobinger shared the ranking of certified salaries for DPS over the past four years, when comparing to the percentage of the budget. He noted DPS ranked 9, 9, 9, and 8. He listed Bismarck Public spending 59.2% of its budget on teacher salaries and benefits, Grand Forks at 60%, and Minot at 59.4%. Dr. Hocker responded those percentages would imply that there are not enough teachers in DPS.

Mr. Schobinger shared the student to teacher ratio of the top nine Districts. Over the course of the past four years, DPS has ranked 7th in the top nine Districts. DPS has 14.3 students to one teacher. Grand Forks is 11.8 students per teacher, Mandan is 14.5 students per teacher, and Williston is 17 students per teacher. Mr. Schobinger explained the District reported 3,757 students and reported 262.5 teachers. There are 16.3 administrators reported for DPS. The administrator to student ratio is 16.3.

Referencing the 56%, Mr. Schobinger suggested adding 3% to get the percentage closer to the average.

DEA negotiators explained in past negotiations they have been told there was no money. Dr. Hocker said the conversation during this negotiations has been there is \$2.1 million in additional dollars coming into the District next year. A portion of that is pertaining to state increases and a portion pertains to enrollment of students. If nothing else changes, with no new staff, hypothetically 100% of those increases would be passed down. Dr. Hocker referenced the student to certified teacher ratios

and thought it might mean the District needs to hire additional staff. He noted the Budget Committee approved hiring 14.1 new staff for next year with 12.1 of those being certified staff.

Superintendent Hocker said DPS ranks #1 for its average teacher salary. That is important as well as the student to teacher ratio. Referencing the current salary schedule, Dr. Hocker explained there is approximately a 2% increase when rolling the current salary schedule forward.

Mr. Schobinger noted there are several teachers retiring with many years of service. The new hires will be towards the top of the salary matrix.

Mr. Fahy requested the amount of FTEs the District was budgeting for next year. Dr. Hocker responded the new FTEs are approximately 12. Mr. Fahy inquired if the TOSAs were included in the numbers. Dr. Hocker responded they were; those 12 included the technology integrationists. Mr. Fahy and Mr. Schobinger felt the TOSA salaries skewed the certified teacher salary averages.

Dr. Hocker and Mr. Anderson agreed there was \$2.2 million in overall new dollars into the District. There was a discussion on the new positions and what amount was used to budget for the new positions. Mr. Anderson uses an amount of \$75,000 for each FTE or \$1.1 million. Taking those dollars at 56% equals just over \$600,000.

Dr. Hocker inquired if the teachers would prefer to have a portion of the proposed increase go towards TFFR to spread the dollars further. Mr. Fahy responded that the offer presented has most of the teachers going backwards when taking into account the health insurance potential increases. Dr. Hocker added the District picks up 80% of those increases and is also facing those challenges. Mr. Fahy requested a recess to caucus.

At 6:35 p.m., Chair Hocker declared a recess to caucus.

At 6:47 p.m., the meeting reconvened.

Chair Hocker asked if there was anything the Board could provide clarification or answer any questions. There was a discussion on traditionally the next approach. Dr. Hocker said the conversation goes back to the new dollars. He reiterated there is \$800,000 in new money coming in and out of those funds, the District has to equitably distribute the \$800,000 amongst the certified, classified, and administrative staff along with other expenses. He noted his goal was to do the very best that they could.

Dr. Hocker referenced the salary schedule and the 2% increase built into the salary schedule to allow the steps and lanes for those that qualify. The 2% quantifies roughly \$400,000. That presents a challenge to address all the rest of the new expenses. He added those dollars are related to student enrollment that ties into the new FTEs the District has hired to address the increasing enrollment and provide additional services.

Dr. Hocker said the team needs to leave some of the remaining \$400,000 for classified and administrative staff. The District cannot offer a full 2% but it could offer something like 1.5% on TFFR in addition to the steps and lanes.

Mr. Fahy inquired if the District was anticipating rolling over any revenue. Superintendent Hocker responded the District would not. He added that Mr. Anderson has reported to the Budget Committee he anticipates amending the budget due to some purchases this year that were not planned, such as an extra bus. Dr. Hocker suggested Mr. Fahy verify this with Mr. Anderson on Friday. Mr. Fahy inquired the amount of the budget that would be amended. Dr. Hocker did not know the amount. He added past practice the District has been more conservative in some of its budgeting estimates. Some

of the previous budgets Superintendent Hocker has analyzed showed the District starting the year off with a \$700,000 deficit and ending the year with moving \$1 million into the reserve account. That is not his goal and the budget is tighter this year.

The intent was to be transparent on the funds. Mr. Fahy inquired what is the current amount in the reserve account. Dr. Hocker responded approximately \$9 million and later changed the amount to about \$15 million. He added there is \$9.9 million in the building fund account. Of those funds, about \$3-4 million is obligated to the HVAC at Heart River. Additionally, \$5 million is obligated to build a new elementary school with \$5 million from another account also obligated to build a new elementary school for a total of \$10 million set aside for the new elementary school.

Mr. Fahy said the concern was in past negotiations the negotiators were told there was no money. He added in the last negotiations, the DEA was very generous and settled and the District rolled over \$1.6 million and \$846,000 after being told there was no money. The DEA negotiators are very skeptical but also noted there was a different administration and different school board. He added the DEA negotiators believe the money is there. Dr. Hocker responded even though some of that has happened in the past, DPS has the number one average teacher salary. He suggested moving forward.

Dr. Hocker noted the health insurance committee will not be meeting until next week and if the District were to adopt the recommendation of Hayes, the insurance increases would absorb the \$800,000 of new dollars to cover the District's 80% portion of the premiums. He added the Board is also concerned and still wanting to do the very best possible for the teachers. The movement on the salary schedule is \$200,000 and if that was added to the salary versus TFFR, it is almost a savings of 2% since the pay checks are going to be larger with the TFFR contribution. Dr. Hocker asked that the trust be built and it needs to start somewhere.

Dr. Hocker requested to address the District being the #1 average teacher salary. Mr. Schobinger responded over the course of a few years it started with the TOSAs, who were in his view assistant principals. The TOSAs, who were not in the classroom and yet their salaries are reported under the teacher salaries and benefits. He added those individuals (TOSAs, reading coaches, interventionists, special education coordinators) are usually paid very well with salaries reported under teachers which was going to drive the average salary up. Dr. Hocker explained the technologist interventionists are there to assist the teachers to help implement technology strategies. They are not helping with the principals and with student discipline. Dr. Hocker said the salaries have to be entered into one of three categories; either classified, certified, or administrators.

Ms. Berglund asked for clarification if the amount for TFFR was 1.5%. Dr. Hocker agreed that was the amount along with the current steps and lanes for those that qualify which is equal to another 2% which essentially is close to 4%. The 1.5% TFFR is pre-taxed and neither the employer or employee would need to pay FICA on those amounts. Ms. Berglund inquired if the teachers were to go with a two-year contract, would the 1.5% just be for this year. Dr. Hocker responded he would need to caucus and have the discussion. He felt it could work in the second year as well. They could have that conversation.

Professional Organizational Dues – On behalf of the DEA representatives, Mr. Schobinger requested to remove this topic from the list of topics for discussion.

Work Day – Once the team agreed that the Work Day topic was not tied to money, Mr. Harris distributed a handout for School Day.

B. School Day

1. Teachers are expected to work an 8 hour shift each day as dictated by the needs of the students, and as assigned by the building administrator.
2. During contracted time, teachers will be required to have 5 $\frac{3}{4}$ hours of assigned duty and 2 $\frac{1}{4}$ hours of unassigned responsibility.
3. During the 2 $\frac{1}{4}$ hours of unassigned responsibility, teachers will take time out for their noon lunch. In the average day, this will allow each teacher a minimum of 45 minutes for lunch and 1 $\frac{1}{2}$ hours for preparation / Professional Collaboration time understanding that assigned collaboration time is not to exceed 75 minutes per week.

Mr. Schobinger inquired the rationale for changing the 7.75 hours to 8 hours per day; the extra 15 minutes per day. Mr. Harris responded the main rationale was that traditionally in about any industry the professional standard workday is about eight hours. The additional 15 minutes would provide some opportunities in the way the day is structured. Mr. Schobinger asked for clarification regarding the cost savings to the District if the additional 15 minutes was added to the teacher workday. Mr. Harris and Dr. Hocker responded it would create some flexibility with paraprofessionals and how the paraprofessionals are utilized the beginning or end of the day. This would not reduce the amount of hours for the paraprofessional. They would provide instructional support during instructional time. Ms. Berglund inquired who would take over the end of the day. Mr. Harris responded that could be rotated through teachers. It provides some flexibility depending on the building and the needs. The cost savings was not the main reason or rationale for the suggestion. Mrs. Knipp clarified that the reason was not to add 15 minutes on the teacher's day so that 15 minutes could be reduced from the paraprofessionals. Dr. Hocker and Mr. Harris responded that was not the intent. Ms. Berglund said there was a concern that the teachers would be taken away from working with students or homework club to do bus duties. Mr. Harris was adamant that would not happen.

Mr. Schobinger said there have been numerous emails and comments on the work day topic. He explained that some schools in other Districts have the teacher there 7.50 hours and some at 7.75 hours. He has reviewed the schedules of other schools that do not have students as long as he does. Some are starting at 8:15 and done at 3:15. Dr. Hocker said that some of the schedules do not have 90-minute prep period, 7-period days, and with many variables. Mr. Schobinger said many teachers are already working an extra 15 minutes and volunteering their time. To force the teachers to do the extra 15 minutes would not be acceptable. Mr. Harris recommended referencing the language in #3 and asked if that language helped alleviate some of the concerns. DEA negotiators were satisfied with the language on #3. Some grammar corrections were recommended.

Chair Hocker suggested revising the 8-hour shift and changing it back to the original 7 $\frac{3}{4}$ -hour shift. He also suggested changing in #2 the proposed 5 $\frac{3}{4}$ hours back to the original 5 $\frac{1}{2}$ hours of assigned duty. This was verbally agreed by the parties and will be presented at the next meeting as a tentative agreement.

Vacancies and Transfers – Mr. Harris distributed a handout with revised language for this topic.

IX. VACANCIES AND TRANSFERS

- A. Notice of Vacancies
 1. Notice of vacancies and new positions will be posted with accompanying job descriptions on the DPS website. An announcement of the openings will be emailed to all teachers at the time of the job posting. ~~These notices will be posted by an email to all teachers and on the DPS website for not fewer than ten school days before said vacancy is filled.~~
 2. If the superintendent deems it necessary, he/she may act to fill the position without giving notice or consideration as stipulated above.
- B. Transfer

Teachers who desire a change in grade or subject assignments and/or who desire transfer to another building will use the following procedures will submit an "Internal Candidate Application" in the Human Resource portal of the DPS website.

1. A written request notice will ~~should~~ be made to the building principal at their present assignment. ~~and submitted to the central office administration.~~
2. ~~The central office administration in consultation with the principal or principals, will approve or disapprove the application. If any administrator disagrees, he/she may refer the decision to the superintendent. After reviewing the requesting teacher's internal application, a decision will be made between the outgoing and receiving principal to grant/deny the request, or to grant the requesting teacher the opportunity to interview for the requested position. If any either principal administrator disagrees, he/she may refer the decision to the superintendent. In the event that the teacher is given the opportunity to interview for a requested opening, the interview committee will determine if the transfer request will be granted.~~
3. The receiving principal will notify the central office and requesting teacher ~~will be notified~~ of the action taken. If ~~denied unsuccessful~~, the teacher may request a conference with the superintendent. The final determination in all transfers will be at the discretion of the superintendent.

Superintendent Hocker explained the District was trying to be more efficient with the Front Line automated system. Human Resources would like to shorten the length of time internal candidates may apply for a position. DEA negotiators requested at least five days so that individuals interested in a position have the opportunity to visit with their spouse about applying for a position. After lengthy discussion, the consensus of the team was to change the language to post the opening internally for 48 hours. This will be brought back as a tentative agreement at the next meeting.

Schedule Next Meeting – Consensus of the team was to schedule the next meeting for Thursday, May 16 at 5:30 p.m.

Agenda Topics for Next Meeting – Topics that have not moved to tentative agreement or removed will be on the agenda for the next meeting for discussion.

Debrief – The minutes from the April 29 and May 1 meetings were approved by the parties. There was a tentative agreement signed on the National Board Certification topic. There was a tentative agreement signed on the Horizontal Movement / Lane Changes topic. The language proposed by the Board regarding the Maintenance of Standards Clause was going to be reviewed by the DEA. The topic of Professional Organizational Dues was removed by the DEA negotiators. Revised language for the Work Day topic was agreed upon by both parties. Revised language for the topic of Vacancies and Transfers was agreed upon by both parties. The Board shared a verbal proposal for salaries.

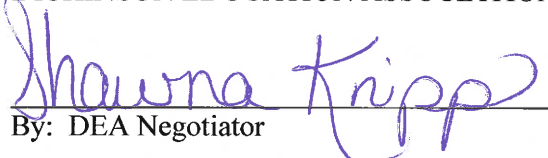
Adjournment – At 7:38 p.m., Chair Hocker declared the meeting adjourned.

Dated this 16th day of May 2019.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator

