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## DPS/DEA Negotiations Meeting #5

### Minutes

Thursday, May 16, 2019; 5:30 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:** Kent Anderson, Amy Wyant, Kristi Meidinger, Naomi Thorson, Trina Kudrna, Elizabeth Brown, Laura Bloom, Cameron Lorge, Jennifer Hausauer, Shelly Wolberg, Leann Mehrer, Diana Stroud, Kayla Kilwein, Kalindi Brandvik, Brenda Loney, Marjorie Lehman, Clarence Hauck, Amy Shobe, Kristi Foster, Shantel Twogood, Lyle Smith, Fern Pokorny, Shary Smith, Donna Abrahamson, Nicole Weiler, Jackie Glaser, Meghan Ziegs, 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 approve the agenda, as presented. Mrs. Orton seconded the motion. The motion carried unanimously.

**Approval of May 9 Meeting Minutes** – A copy of the May 9 meeting minutes were distributed to the team. These had not been emailed to the team prior to the meeting. There was a moment to review the minutes. Consensus was to table the May 9 minutes until the next meeting providing additional time for review.

#### **Tentative Agreements** –

**Work Day** – Chair Hocker distributed a tentative agreement verbally approved at the last meeting on the topic of Work Day. Mr. Fahy requested to add the word “consecutive”. Consensus of the team was to revise the language to read: 1. Teachers are expected to work a consecutive 7 ¾-hour shift each day as dictated by the needs of the students, and as assigned by the building administrator. The tentative agreement was revised to reflect the additional word and was signed by both parties.

**Vacancies and Transfers** – Chair Hocker distributed a tentative agreement that was verbally approved at the last meeting on the topic of Vacancies and Transfer. Both parties signed the tentative agreement.

#### **Discussion Topics for Negotiations**

**Maintenance of Standards Clause** – Board representatives had proposed new language at the last meeting. Mr. Fahy reported that he has not heard back from his resource regarding the review of the new language. Consensus was to table this topic.

**Placement on Salary Schedule** – Chair Hocker distributed proposed language changing “will” to “may” and changing “four years” to “ten years”. Mr. Fahy appreciated receiving the email with the language prior to this meeting. Chair Hocker summarized the proposed revisions.

Mr. Fahy explained those with 10 years of experience would be placed at BS16, because there was not a 10 year step on BS0. An individual given 10 years of experience would automatically be bumped over two horizontal lanes. Mr. Harris and Dr. Hocker responded that was unintentional. Mr. Fahy said they discussed this in length and also talked to the CTE teachers for their input. The CTE teachers said it would be better to go at a six-year ratio and have a place to advance the next year than the placement at eight years which would freeze the individual until they had eight credits. Mr. Schobinger added it would give the individual a couple

of years to get credits to move horizontally. Mr. Fahy said someone with a provisional license would not be eligible to take credits until the provisional was satisfied which takes one to two years.

Dr. Hocker reiterated the intent was not to place the individual outside the salary schedule. He proposed changing ten years to six years of experience on the salary schedule. Mr. Fahy said they would encourage the teacher to get their bachelor's degree. The DEA had discussed allowing horizontal movement until possibly BS+16. Mr. Schobinger added the teacher could not have another horizontal movement until the teacher had completed a bachelor's degree or was working on their bachelor's degree. Mr. Fahy said the DEA had a concern with precedence's being set and not allowing this to be retroactive. Dr. Hocker concurred.

There was discussion regarding potential discrepancies with the language. Mr. Fahy will bring back proposed, revised language. Consensus was to table this topic.

TFFR and Salaries – Chair Hocker summarized at the May 9 meeting the Board negotiators presented a proposal. Mr. Schobinger stated the DEA had a counter proposal. He clarified the proposal from the Board at the last meeting was 1.5% of the TFFR (employee contribution). He said the DEA was satisfactory with doing some things with TFFR recognizing it was a win/win for both sides.

The counter proposal from the DEA negotiators was 6.75% of the TFFR (employee contribution) and \$375 added to the base. Mr. Fahy added the \$375 was approximately 1%. Dr. Hocker clarified this was on top of the steps or movement on the current schedule. Mr. Fahy said that it included the movement on the salary schedule and an update to the base. Mr. Harris clarified they were asking for steps and lanes. Mr. Fahy responded the DEA has never negotiated the steps and lanes before; they have always been a given. Dr. Hocker noted the steps are a minimum of 2%. Teachers on the upper end of the schedule receive larger than a 2% increase.

Dr. Hocker referenced the District's proposal of 3.5% on the table after the last meeting. This 3.5% was the movement on the salary schedule equivalent to 2% and 1.5% towards TFFR. He clarified the DEA counter was essentially 1% on the base plus the 2% on the steps and lanes plus the 6.75% on the TFFR for a total of 9.75%. Mr. Fahy responded it was approximately 7% as the DEA does not consider the steps as a part of the proposal. Dr. Hocker recognized it was a new administration and that there was a growth increase in the current salary. He said the Board negotiators could not accept the counter proposal. The DEA's proposal was 9.75% and the Board's proposal was 3.5%. He added he did not know what to do at this point. He offered to bring over the white board and go through the new money that the DEA feels the District has and go through and identify there was no hidden money. Dr. Hocker stated the Board made the DEA its very best offer.

Mr. Fahy suggested continuing the discussion regarding the other topics before coming back to this topic. Mrs. Schwartz concurred.

Safe Workplace Language - Mr. Fahy reported there continue to be articles in the newspaper regarding schools and safe workplaces, particularly in Fargo, and reinforces the need to have protection for the students and staff. Dr. Hocker shared his equal concern for safety. Dr. Hocker referenced the rationale comment in the DEA's proposal regarding the policy protecting all students and staff in the classroom. He explained it would be best to address the concerns through policies.

Dr. Hocker noted there were seven policies that address the needs and felt the Board would entertain modifications and updates to the existing policies. He did not feel the negotiated agreement would be the best place to address the concerns. They are sympathetic and understanding of the concerns facing schools today. He did not know how they could write a procedure that guarantees something was not going to happen.

Mr. Fahy was encouraged policy FF-Student Conduct and Discipline was still available as it mirrors Century Code; however, FF-AR-Student Conduct Standards and Disciplinary Procedure was very different than policy FF. Mr. Fahy said if a student was misbehaving, the misbehavior needed to be addressed immediately. He added, for the protection of the teacher, the student that was having a tantrum needs to be investigated before

the student was returned to the classroom. The teachers feel they are not receiving the best care themselves when the student is returned quickly back into the classroom. Mrs. Knipp suggested consistency amongst the buildings.

Mr. Harris concurred there are some things that could be reviewed, especially revisions to FF-AR rather than addressing it in the negotiated agreement. They would be willing to work together on reviewing the policy and administrative regulation. Mr. Fahy appreciated there was a tier system coming out for mental health but recognized not all of the behavior problems are mental health issues.

Superintendent Hocker listed Board policies that could be reviewed individually to see if there was potential language that could be improved. These would then be presented to the Board for recommendation and essentially be outside the negotiated agreement. The policies the superintendent referenced were AAA-Philosophy of the Dickinson Public Schools, ACE-Violent and Threatening Behavior, AAC-Nondiscrimination and Anti-harassment, FF-Student Conduct and Discipline, FG-Student Rights and Responsibilities, FFK-Suspension and Expulsion, and FFK-BR1 Suspension and Expulsion Regulations. He added some policies are very pertinent to employees to keep them safe and some focus on students and due process. Chair Hocker added there are recommendations from the Mental Health Task Force that will be implemented. He offered to develop a committee to go through the policies.

Mrs. Knipp suggested putting the first sentence from the DEA's proposed language in the negotiated agreement and then reference the policies. She added there are some policies already referenced in the negotiated agreement. Dr. Hocker responded they might be able to come to that. He referenced the language from the DEA's proposal under #1 "The District shall make a good faith effort". He said the language was too vague and the meaning could be argued at length. He suggested more concise language handled through policy and was not opposed to having something referencing safe work in policy.

Mr. Harris felt it was unnecessary to reference policy in the negotiated agreement since the District was bound by policy. Mr. Fahy felt it was important for the teachers since he was unaware of some of the policies Dr. Hocker referenced. He added especially the new teachers as they need a reference point. Mr. Harris asked if the policies should be included in the teacher handbooks that are distributed at the beginning of every school year where important policies are referenced. Mrs. Knipp thought it would be a good place, especially for the new employees. The new teachers are overwhelmed with information during the inservice.

Superintendent Hocker said the District needs to do a better job of sharing out the policies since veteran teachers are not aware of some of them.

Mr. Fahy clarified this topic has not been removed and there was no tentative agreement and therefore the topic was still on the agenda for future discussion.

Leave Language / PTO / Sunset Clause – Mr. Harris distributed a handout that had been emailed to the team prior to the meeting. He suggested beginning the discussion with PTO. If an agreement was reached on PTO it would take care of the sunset clause.

## VI. LEAVES

### A. Siek Personal (PTO) Leave

1. Teachers of the DPS will receive a total of ~~15~~ 12 days ~~siek~~ Personal leave per year, accumulative to ~~120~~ 185 days.

**EXCEPTION:** Unused personal leave may be transferred and added to the annual total allocation of ~~15~~ 12 days and, therefore, could exceed the ~~120~~ 185 day total accumulation.

1. Unused Personal leave will be reimbursed to the employee at the time of their departure from the district at the rate of \$20.00 per day.
2. Employees who exceed their allocation of personal leave days will have one day of salary/benefits, plus the cost of a certified substitute, deducted from the pay period immediately following the absence(s).

Use of personal leave shall be limited to five consecutive contract days unless accompanied by a medical documentation. Unless waived by the superintendent, personal leave shall not be granted for the first or last five days of the school year. A maximum of two days sick leave from the total annual allowance may be used for doctor and dental appointments that are for treatment or diagnosis of the teacher.

b. ~~Illness or disability resulting from pregnancy and a leave of absence for child rearing purposes is addressed by board policy DDAA Family and Medical Leave Act.~~

e. ~~When use of sick leave becomes necessary, it will be reported to and approved by the building principal.~~

B. Emergency Leave (Entire Section Removed)

D. Personal Leave (Entire Section Removed)

E. Leave of Absence (Entire Section Removed)

G. Sick Leave Bank

The DPS will maintain a Sick Leave Bank for participating teachers whose applications are approved by the central office administration. 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.

1. Catastrophic Illness or Injury - "Catastrophic" means extreme or life threatening."
2. Participation  
The offer to join the Sick Leave Bank will be available to all teachers at the beginning of each school/contract year. The annual personnel information form will be used for teachers to declare their intentions. Only teachers who are new enrollees to the sick leave bank will be assessed a day of ~~sick~~ **Personal** leave. Teachers who choose to leave the bank, will be assessed a day of ~~sick~~ **Personal** leave if they decide to rejoin at a later date.
3. Contribution  
Each participant will invest one (1) ~~sick~~ **Personal** leave day upon initially joining the sick leave bank, which will be deducted from the participant's ~~sick~~ **Personal** leave. Whenever the Sick Leave Bank drops below 200 days, each participant will be assessed one (1) additional ~~sick~~ **Personal** leave day, not to exceed two (2) ~~sick~~ **Personal** leave days in any single contract period.
4. Application
  - a. Any participant may apply for Sick Leave Bank days after having used all of their accumulated ~~sick~~, personal, and vacation leave days.
  - b. A HIPAA (Health Insurance Portability and Accountability Act) compliant release of information form must be completed prior to application. Application must be in writing and accompanied by a medical doctor's certificate verifying the severity, nature, and projected duration of the illness. The written application should include relationship of the application to the individual who is ill or injured and a description of the illness/injury. If the illness or injury qualifies for disability coverage, the individual must apply for disability coverage. The central office administration shall verify that an application for disability has been filed.
5. Application Processing  
The central office administration will review applications, give written notice to teachers of acceptance or rejection, determine the number of days granted to the applicant, provide reasonable assurance the bank is not abused, and prepare quarterly reports for the superintendent. The central office administration will maintain and account for the Sick Leave Bank records. In the event a teacher is denied use of the Sick Leave Bank, he/she may appeal the denial to the superintendent.
6. Limitations  
Participants in the Sick Leave Bank, upon written approval from the central office administration, may be granted a maximum of twenty (20) days of ~~sick~~ leave per application. A participant may apply four (4) times in any single contract period and may be granted not more than eighty (80) days of ~~sick~~ leave from the Sick Leave Bank. Participants may not draw sick leave days from the bank once they receive employer-related disability benefits.

Mr. Harris thought it was in the best interests of both parties as professionals not to have all of the details and requirements that surround sick leave and emergency leave and how many days are set aside for one or the other. The Board's proposal would treat the teacher as a professional and not question the way leave was utilized and how it was listed. It would be listed just as professional time off (PTO).

Mr. Fahy responded the teachers lose a lot with the Board's proposal. Right now if a teacher was under 10 years, they receive 15 days plus two personal leave days. He inquired regarding the rationale for the accumulation of 185 days. Mr. Harris responded it was to try to provide an incentive. It was more beneficial to the District if the certified teacher is in the classroom versus replacing that person with a substitute teacher. To reward those who choose to be in the classroom, the District does not wish to cap that at 120 days but provide an opportunity to bank those days and at the end of the year have it be more of a reward or incentive to have those days saved. Mr. Fahy felt the exception would be a moot point since the unused personal leave may be transferred. He inquired how personal leave would accumulate beyond 185 (days). Mr. Harris responded if an individual had 184 days at the beginning of the school year, and the individual received their 12 additional days, they would be at 196 (days) and therefore the individual would not be penalized. Mr. Fahy said that was the way the contract currently reads. The exception would be if the teacher chose not to use the personal day and wished to add it to their sick leave and build it up to more than 120 days. Mr. Harris said he had no problem modifying the language.

Mr. Fahy inquired regarding the rationale for #2, those who exceed the allocated personal leave days and the cost of the certified substitute coming out of the teacher's pay who has exceeded their leave. Mr. Harris responded there was a cost to the District when a teacher was gone, had exceeded their leave days, and it created a day deduct. Mr. Fahy felt that because the cost for the substitute teacher was coming out of the teacher's pay, that the District was making money. Mr. Harris responded that the District was breaking even and this was not unusual or out of the ordinary. Mr. Fahy said it was out of the ordinary for DPS and the DEA sees it as a punishment. Mr. Harris said it was a recognition with the cost associated with day deducts because the District has to pay a substitute. Mr. Fahy explained the cost of the substitute was recuperated by the District when the District deducts from the teacher's pay check for the day deduct. Mr. Harris understood what Mr. Fahy was recognizing and said the day deduct was beyond what was agreed to in the contract. The day deducts are in violation of the contract and the number of days the teacher agrees to work. That was the rationale.

Mr. Schobinger did not see an incentive to refrain from utilizing the 12 days every year because once the employee gets to 185, it is either use it or lose it, as written in the proposal. The current agreement has a small incentive to not use personal days because if the teacher does not use their personal days, they can be reimbursed a small amount. Mr. Harris was not opposed to changing the language.

Mr. Fahy inquired if administration could deny personal leave. Mr. Harris believed the administrator could deny the request, for good cause. He used an example if there were a large amount of teachers wishing to be gone at one time, it would hinder the District's ability to educate the students.

Mr. Schobinger referenced the personal leave bank. He explained the rationale for the sick leave bank when it was developed was to take care of the individuals that had something catastrophic that was beyond their control and they were being forced to take day deducts. Mr. Fahy added it was a way for teachers to take care of their own. He added the sick leave bank has been utilized.

Mr. Fahy said the DEA negotiators also had some language to share on this topic and distributed a handout.



## Leave Language

### 1. SICK LEAVE

- a. Get rid of the exception...has anyone ever done this? If so, is it an accounting nightmare?
- b. Add item d. to VI. LEAVES A. Sick Leave
  - i. A maximum of 2 days per year may be used by District employees for Mental Health.

### 2. EMERGENCY LEAVE

- a. Move item B. Emergency Leave to item 2. under Sick Leave
- b. Change amount of sick days used for immediate family to any/all current sick days.
- c. Add a maximum of 5 days of current sick leave may be used for accidents, illness or death for non-immediate family to include Aunts, Uncles, cousins and other individuals equivalent to "family members".

Mr. Fahy inquired if anyone had ever traded in a personal day for an extra day of sick leave. He was referencing VI. LEAVES, A. Sick Leave, Exception. Mr. Harris was not sure. Superintendent Hocker responded it was also referenced under D. Personal Leave where the unused personal leave may be added to the accumulated sick leave at the end of the contract year or a teacher may elect to be paid an amount equal to substitute teacher pay for the leave at the close of the school year. The payroll department has recently sent out about 250 communications to find out which of the options the teacher wishes to use and that was one of the options.

Mr. Fahy said the way emergency leave was written in the current agreement, it does not distinguish between emergency leave and sick leave and it could be confusing. Emergency leave was actually part of sick leave. Mr. Harris concurred. Mr. Fahy added it gives an illusion there is an extra five days. Mr. Fahy recommended revising the language. He said they do like the definition of immediate family. The DEA would like to change the amount from five (days) for immediate family to any and all current sick days. If a teacher has 15 days, less one for the sick bank, that teacher would be able to utilize those days for any family member.

Mr. Schobinger stated for easy reference, if a teacher's child is sick, the teacher was sick. If a teacher's parent was ill and in the hospital, then the teacher was sick. Mr. Harris responded that was one of the reasons for proposing PTO so that individuals would not be required to list the reason and limiting it to five days.

Mrs. Knipp believed classified staff do not deviate between sick leave without having to state if it was an emergency or doctor's appointment. Mr. Anderson responded that was accurate. She added they only have to report it as sick leave. Mr. Harris concurred and thought they would be agreeable to try and do the same thing for teachers. He did not feel it was necessary for the teachers to delineate.

Without meaning to be critical since it was drafted before his time with the District, Mr. Harris inquired why B. Emergency Leave was on the agreement. This was the basis for the Board negotiators to propose converting to PTO and to create language that was a win/win. He thought it was something they could come to an agreement on by cleaning it up and treating the teachers like professionals.

Mr. Harris summarized they agreed where the language needs to be cleaned up. He inquired what would be the best way to move forward. Mr. Fahy felt having a discussion in one meeting was not sufficient and did not recommend pushing it off to the next negotiations cycle. Mr. Harris offered to bring back some language that he and Superintendent Hocker would put together. There was a discussion with changing the language to Paid Time Off instead of Personal Time Off or Professional Time Off.

Mr. Harris referenced the 17 and 18 days and asked if they were still an appropriate number of days if the District was willing to provide more freedom on the utilization of the days. Mr. Fahy asked how the leave would be entered into AESOP. Mr. Harris said if it were Paid Time Off, treating the teachers as professionals, it would be entered based on the definition. Mr. Fahy was concerned from

the aspect of the District and used a scenario where a large number of teachers would be gone in one day. Mr. Harris responded that would be a huge problem. He added having a maximum of 18 days was more tempting to be gone than having 12 days and to use those 12 days wisely and judiciously.

Mrs. Knipp requested clarification on what happens with the current days that are banked and using the new proposal. Would they roll into PTO days? Mr. Harris responded it was not the intent that the teacher would lose those days. His intent was not to distinguish between the two. Mrs. Knipp inquired regarding the District's rate of \$20 per day being reimbursed and asked if the Board considered an incentive by giving additional pay for each day if over X amount of months and prorated by longevity. Those benefits might be an incentive for teachers to bank their days. Mr. Harris responded the \$20 was what was in the agreement now. He was not opposed to an incentive. They would have to take some time and really look at how they could incrementally implement that incentive. It has the potential to have a large amount of teachers with banked days and have a significant impact on the budget. He suggested maybe a tiered approach similar to Mandan Public.

Mrs. Knipp inquired if the Board was set at the 12 days. Right now, many of the teachers are at 17 or 18. She wanted to know if there was room to move it to 15 days. Mr. Harris was willing to provide more latitude with the ability to take days off and did not think the 17 and 18 days were necessary. He would prefer to reduce the days to 12 or essentially two weeks plus two days. He added he was willing to be convinced otherwise. Ms. Berglund said it took a long time to get the personal days built up. Mr. Harris responded they would still belong to the teacher.

Chair Hocker summarized the language would be modified, taking into consideration the suggestions from today's discussion, and brought back for further discussion.

Mrs. Schwartz requested a five-minute break. At 7:04 p.m., Chair Hocker declared a recess.

At 7:12 p.m., Chair Hocker reconvened the meeting.

Personal Days Sunset Clause – Chair Hocker noted this clause expires in 2020. Mr. Harris distributed proposed language for this topic. He said it would only be relevant if there was no agreement reached on the PTO/Leave Language. Dr. Hocker said the proposed language also included the piloted leave language.

#### D. Personal Leave

1. Teachers will earn up to two days personal leave per year, for the first ten years of employment, accumulative to eight days. Starting with year eleven of employment teachers will earn up to three days of personal leave per year. Use of personal leave shall be limited to six consecutive contract days in any one school year. Written application for personal leave should be submitted to the respective building principal at least five days prior to the anticipated absence.
  - a. Personal leave may be taken in minimum amounts of ~~one-fourth (1/4) day at a time.~~ **one (1) hour at a time with one half (1/2) hour increments after the first one (1) hour.** Unless waived by the superintendent, personal leave shall not be granted for the first or last five days of the school year.
  - b. If personal leave is not used, it ~~may~~ **will** be added to the accumulated sick leave at the end of the contract year. ~~or a teacher may elect to be paid an amount equal to substitute teacher pay for the leave at the close of the school year.~~

- ~~1. Sunset Clause Language and policy changes to personal leave agreed to for the 2016-2017 Professional Negotiated Agreement will sunset on June 30, 2020. The personal leave language and policy will then revert back to the original contract~~

~~language in the 2015-2016 Professional Negotiated Agreement unless the negotiating teams agree with personal leave as changed above.~~

2. Employees who exceed their allocation of sick/personal leave days will have one day of salary/benefits, plus the cost of a certified substitute, deducted from the pay period immediately following the absence(s).

Mr. Harris reported there was no abuse of the personal leave usage during the pilot. No teachers have utilized six consecutive days of personal leave within the past two school years. Very few have used five consecutive days of personal leave. Mr. Fahy was pleased to hear the teachers have been professional. Dr. Hocker and Mr. Harris concurred. Mr. Fahy inquired if the one-hour increment was successful or was it abused. Mr. Harris did not feel it was abused. One concern that he has heard, on occasion, was there are teachers that say they are going to be gone and do not care if their class was covered or not. Administrators would like to have a better agreement. If a classroom is unable to be covered for whatever reason, administrators would like to be able to request assistance. During his discussion with administrators, the only issue he had heard were some teachers saying they were going to be gone anyway even if their class was not covered.

Mr. Fahy could understand both sides of that. If the person put in for personal leave and made arrangements and their spouse has the time off and now there was no coverage, it would be upsetting for the individual to be told they cannot be gone. Mr. Harris said maybe there was a way to be fair to the staff and the administration by having an extra step where there was preliminary approval and upon getting coverage and final approval after coverage was found. He would not wish to take that route. It would be better to have the conversation and remove the exception that occurs from time to time.

Mr. Fahy referenced the proposed language in b. where there was a strike out for the teacher electing to be paid an amount equal to a substitute teacher pay. He did not feel the DEA membership would be satisfactory with the change. Mr. Schobinger concurred. Mr. Harris suggested changing the language up to the 120 maximum and then all leave will be paid out after that. There was discussion of some options for language modification. Mr. Fahy suggested anything up to 40 hours would stay personal leave and anything above the 40 hours would be paid out. Mr. Harris agreed with the recommendation.

Mrs. Knipp suggested an email sent out instead of a letter at the end of the year for the personal leave. Mr. Harris said it could be sent before the end of the year and individuals could still donate to the personal leave bank if they wanted. Mr. Fahy inquired the status of the hours remaining in the personal leave bank. Mr. Harris thought at the start of the year there were 80 hours in the personal leave bank and thought there were approximately 64 hours remaining.

Salaries – Chair Hocker requested further discussion before scheduling the next meeting. He wanted to make sure, based on the earlier conversation tonight with the counter proposal from the DEA, it appeared the team was not close to settling. Dr. Hocker suggested writing out on the whiteboard or somewhere where the DEA feels the extra money was.

He noted it was important to realize the health insurance committee's recommendation for an increase to the health insurance plan. The dollars for that increase are associated with the new dollars coming in for next year and the proposed health insurance increase was going to be somewhere between 13-15%. The recommendation from Hayes was an increase of 15-18%. The committee was leaning more towards 13%. That decision will not be made for about another month. Hayes wishes to have all of the May claims submitted in order to make the final recommendation. The May claims will not be available until June 14. Sometime between June 14-28 Hayes will forward their final recommendation.

The District intends to offer dental and vision to the District employees. The dental insurance will create some reasonable dental for those that want to take advantage of it with the District picking up 80% of the insurance. The vision insurance will be a pre-tax benefit with the District picking up 0% of the costs.



Chair Hocker asked for some assistance in trying to understand the additional 10% in funds for the teachers. If there was something they were missing, he asked that information be shared. To his knowledge, there was not. He offered to go through the \$2.3 million coming in, walk through everything, and see where that all ends up.

There was discussion regarding the proposals and a misunderstanding regarding the automatic inclusion of steps and lanes. There was also discussion regarding a misunderstanding with the Board's proposal and the misconception of a counter proposal from the Board negotiators. The distance between the DEA's proposal and the Board's proposal was a challenge.

Dr. Hocker stated with the Board's proposal, every teacher would be getting at least \$900 with their move and an additional 1.5% to TFFR which accumulated to about 3.5% pay raise. Off any teacher's salary, he said they could add 3.5%. With the amount on the TFFR, Dr. Hocker thought it would be even better because of the pre-tax benefits with FICA. Every teacher was going to gain approximately \$1,650.

Both the DEA negotiators and the Board negotiators justified their proposals. Both parties wanted to do the best they could for the teachers.

Dr. Hocker recognized the DPS teachers are currently the #1 paid staff in the state. The obligations in the past with the District did put the District #1. Mr. Fahy responded some of that was done by the teachers such as the lane freeze a decade ago to provide the 1.22 for the first year teachers. Prior to that, the DPS teachers were on a 1.0 set schedule and wanted to recruit teachers and give them the opportunity. The teachers have accepted past offers when they have been told there was no money and then the District found money to give a bigger raise to administration. He recognized they were not negotiating for administrators and the administrators were negotiating for themselves.

Mr. Fahr noted the administrative negotiators were currently asking for 6% because the ceiling was raised 6%. The DEA negotiators went the same route with the 6% not taking into account the lane changes and steps because previously those have always been inclusive of the negotiations proposal discussions, without mention.

Mr. Schobinger reiterated every year they are told there was no money and at the end of the year there was more money than any of the bigger school districts in the state. Dr. Hocker said he thought about that comment since the last meeting. A possibility was there were several unfilled positions that move from one year to the next. They are budgeted at the beginning of the year, when they are not filled, it looks like there was extra money at the end of the year. His intent, moving forward, was to staff the facilities appropriately, get the help where it is needed, and fill the positions. Dr. Hocker recognized if he did not fill the five elementary teaching positions it could be close to \$250,000 that would not be spent but that comes at a cost of larger classrooms. He could see that happening. The intent of the superintendent and business manager was not to hide numbers in a budget cycle at the beginning of the year and a large amount of carry over money at the end of the year. Their intent is a true reflection of the District's funds.

Mrs. Knipp inquired if the classified employees received a 4% increase. Dr. Hocker responded it was 4% to the NDPERS contribution.

Mr. Fahy inquired if Dr. Hocker would be opposed to using any of the money in the reserves/roll over. Dr. Hocker responded the challenge with using the reserves was sustainability. With the results of the referendum, the Board in fairness has not had those conversations. Superintendent Hocker contemplated hiring a company to help set the next path. The challenges have not gone away with the failed referendum.

**Schedule Next Meeting** – By consensus, the next meeting was scheduled for Tuesday, May 21 at 5:30 p.m.

**Agenda Topics for Next Meeting** – Topics that have not been removed or no tentative agreement will be topics for discussion on the next meeting’s agenda.

**Debrief** – There were signed tentative agreements on the topics of Work Day and Vacancies and Transfers. The May 9 meeting minutes will be on the next agenda. The Maintenance and Standards Clause was being reviewed by the DEA negotiators. The DEA negotiators will bring back language with the vocational focus in regards to Placement on the Salary Schedule. The DEA negotiators presented a counter proposal of 6.75% to TFFR and \$375 added to the base. Dr. Hocker noted the DEA’s proposal was inclusive of the steps equaling about 2%.

The Safe Workplace language discussion would be better as policy since it was a living document. The policy may be changed as needed and not tied to a negotiations cycle. A committee should be developed to review the policies. This will remain a topic for discussion as there has been no agreement and it has not been removed.

Mr. Harris will provide language for the topics of PTO/Leave and will also address the personal days sunset clause and the piloted leave language. Mr. Harris felt there was language agreed upon on the sunset clause and the pilot needs to be included in the agreement in the event there was no agreement reached on the topic of Paid Time Off.

**Adjournment** – At 7:48 p.m., Chair Hocker declared the meeting adjourned.

Dated this 9<sup>th</sup> day of March 2020.

DICKINSON PUBLIC SCHOOLS

  
By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION

  
By: DEA Negotiator