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## DPS/DEA Negotiations Meeting #6 Minutes

Tuesday, May 21, 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, Diana Stroud, Troy Kuntz, Jackie Glaser, Kalindi Brandvik, Kristi Meidinger, Mary Ann Reisenauer, Karen Wagner, Clarence Hauck, Crystal Hoerner, Chelsea Hartman, Melinda Fridrich, Mandy Lubken, Laura Bloom, Amy Sherer, Kristi Foster, Amy Shobe, Angela Ernst, Donna Abrahamson, Shary Smith, Brenda Loney, Marjorie Lehman, Lyn Olafson, Shelly Wolberg, Tracy Sipma, Dawn Sipma, Shantel Twogood, Kayla Kilwein, Leah Campbell, Cameron Lorge, Rebecca Bautz, Naomi Thorson, Leann Mehrer, Lyle Smith, Fern Pokorny, Toni Frank, Meghan Ziegs, and Twila Petersen.

**Call to Order** – Dr. Shon Hocker, Chair, called the meeting to order at 5:35 p.m.

**Additions or Deletions to the Agenda** – Mrs. Schwartz moved to approve the agenda, as presented. Mr. Fahy 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 at the May 16 meeting. Mrs. Knipp moved to approve the May 9 meeting minutes, as presented. Mrs. Orton seconded the motion. The motion carried unanimously.

**Tentative Agreements** – There were no tentative agreements to be signed at this meeting.

### **Discussion Topics for Negotiations**

**TFFR and Salaries** – Chair Hocker noted at the last meeting there was a counter offer from the DEA representatives. That counter was for 9.75% in comparison to the 3.50% that the District had offered.

Mr. Fahy recognized the administrators settled last week Friday for 1.5% towards TFFR and 1% base. On behalf of the DEA negotiators, Mr. Fahy stated the DEA would agree to the same offer. He clarified 1.5% towards TFFR and \$375 on the base and added the \$375 was ultimately 1% to the base. Mr. Harris inquired if this included the steps and lanes. Mr. Fahy responded it would include the steps and lanes. Mr. Fahy noted the administrators got their steps as well. Dr. Hocker responded the administrators got 3.5%; 1% was added to their base which automatically calculates to their step piece. They do not receive an automatic advancement. The administrators agreed on 1% and the 1.5% to the TFFR. Mr. Anderson clarified that the administrators received, on average, 3.57% in year one and 3.52% in year two. Some administrators were higher and some were lower.

Chair Hocker added the trickle-down effect of the base for the administrators is the years of service, or the 1% on the base. Mr. Anderson said the 1% on the base and the formula includes the service and time and education.

Dr. Hocker said he understood the DEA's offer includes steps comparable to 2%, the \$375 on the base is comparable to about 1%, and the additional 1.5% towards TFFR equals approximately 4.5%. Dr. Hocker asked Mr. Anderson to share a spreadsheet of the long-term TFFR plan. He stated the long-range plan for the TFFR was for the District to provide 75-80% TFFR coverage. He used an example of 24.5% and explained

there would be a charge back from the District to TFFR of 3%. Those salary dollars are not going out but it imputes the wages as if they were earned. There would be a premium of 3%. Those dollars are going into the employee's account.

Mr. Fahy inquired if on the TFFR, if the District has to pay TFFR. Mr. Anderson explained the reason this has not been addressed in the past was because it is expensive. For the District to increase its contribution to 1.5% on the TFFR, it will cost the District 1.75%. To add 3%, it increases the employer contribution to 3.5%. It is great for the employees as it ultimately is less towards taxes. If 6% was added to the 12.75%, it will be approximately 19.95.

Mr. Fahy asked what was the cost of the 1.5% for next year. Mr. Anderson said for all the administrators, all the teachers, and for all the new hires it is approximately \$230,000. He expressed this was sustainable. Because of the FICA component, it provides more dollars to the teachers.

Dr. Hocker noted in the second year the District would receive on-time funding. Mr. Schobinger explained the on-time funding is a five or six year plan. Dr. Hocker agreed it was incremental.

Chair Hocker was appreciative of the DEA's agreement to entertain the TFFR conversation. He stated this was the best way to stretch the dollars for the employees. Mr. Fahy asked if, other than the 1.5% to TFFR, there was anything else to help with negotiating. Dr. Hocker addressed Mr. Anderson and referenced the TFFR in the second year and inquired how risky it would be to go 1.75% towards the TFFR in the second year. Mr. Anderson responded the on-time funding would provide sustainability for the 1.75% on TFFR. The plan would be to get to 6%. He added it would depend what comes with the 1.75% to TFFR. Would there be adjustments to the career increments, etc.? Mr. Fahy inquired what would it cost the District if the extra .25% was added in year one. Mr. Anderson responded it would be about 2.1%. This would be an approximate net effect of the 1.75% or approximately \$311,000 in year one.

Mr. Anderson explained when the Board negotiators presented its best offer, that was prior to the health insurance committee meeting. He also had not gone through the growth implications and reviewed the numbers closer. He would be more comfortable with staying at 1.5% to the TFFR in year one and going to 2% to the TFFR in year two.

Mr. Fahy referenced the 14 certified retirees and roughly estimated their compensation was \$1.5 million exclusive of any extracurricular compensation. Using Mr. Anderson's rough estimation of \$75,000 compensation for a new employee, Mr. Fahy noted there was a \$471,000 difference between the outgoing retirees and the new hires. Mr. Anderson responded the \$75,000 was on 12.75% on TFFR. The TFFR proposal would change the calculations for new hires. For 2020-2021, it would be 16.24%.

Mr. Schobinger said everything he has looked at the last few years indicates the District has added staff and sustained. He added there were nice raises for the teachers four years ago and the District sustained and rolled over a large amount of money. The year after, the administrators and teachers received a nice raise and the District rolled over approximately \$2.5 (million). The District has not been deficit spending and the DEA was not asking the District to do this. Mr. Schobinger added DPS has the biggest roll over fund of the top nine schools, by a large margin, because the District has done things that are fiscally responsible. The District has proven that it can sustain.

Dr. Hocker requested a recess to caucus. At 6:03 p.m., Chair Hocker declared a recess to caucus.

At 6:15 p.m., Chair Hocker reconvened the meeting.

Chair Hocker stated the Board negotiators had a counter offer for the DEA negotiators. In year one, the Board negotiators offered 2% on the steps/lanes and 1.5% to the TFFR. In year two, the Board negotiators offered 2% on the steps/lanes and 2% to the TFFR. He added the Board negotiators appreciated the

conversation. The safest would be to stay at the maximum initial offer of 3.5% but the Board negotiators were willing to forego that in year two due to the on-time funding.

Mr. Fahy requested a recess to caucus. At 6:17 p.m., Chair Hocker declared a recess to caucus.

At 6:21 p.m., Chair Hocker reconvened the meeting.

Mr. Fahy recognized and appreciated the increase in year two (on the TFFR) with a two-year contract and stated the DEA negotiators would accept the Board's offer in regards to the salaries and TFFR.

PTO/Personal Days Sunset Clause/Piloted Leave Language – Mr. Harris distributed proposed language for PTO, paid leave. He explained the reason why the PTO came up originally was the Board negotiators felt as if they were advocating for the teachers and were trying to clean up some language. He took last meeting's discussion and incorporated it into the proposed language that was distributed. Mr. Harris summarized the changes in the language.

Mr. Fahy inquired what would happen to the current hours in the personal leave bank. Mr. Harris proposed they be transferred to the sick leave bank. Mrs. Knipp recognized one employee had a catastrophic event and had to take day deduct. Payroll has worked with the employee and had the day deduct spread out over more than one paycheck. The proposed language would take the day deduct out of one check. Mr. Harris responded that this was a single incident and it was best not to cater language for a single incident. He felt the current contract was comparable in language.

Ms. Berglund referenced individuals that had filled out the personal leave slips and rolled over their days to next year. If the leave days were converted to PTO, those individuals maybe would have preferred to have those days paid out instead of being converted to PTO. Mr. Fahy recognized that he has 4.75 days and inquired what would happen to those days. He is maxed out at 120 days. Mr. Schobinger responded that Mr. Fahy would get \$100 per day. Mr. Fahy felt he would lose his 4.75 personal days. Mr. Harris suggested a grandfather clause where he could exceed the 120 days. Mr. Schobinger suggested exceeding the 13 days. Mr. Fahy asked about the option of being paid \$18 per hour for this year. Many teachers have already submitted their documentation to roll over the days to next school year. Mr. Harris said he would have to check with payroll. He would not object to allowing them to reconsider how they chose to elect with their letter this year and do a one-time correction.

Mr. Fahy said the DEA had a meeting and discussed PTO and discussed concerns regarding the 12 and 13 days. There was a concern with going from 18 days down to 12 days. The DEA proposed 14 days as something they could try and sell to the membership. Mr. Harris explained the rationale behind the 13 days. Right now with the classified employees they are given one day per month that they work and three days of personal leave each year. In comparison with the teachers, it would be 10 months (August-May) plus the three days or 13 days. He thought there was some merit to being consistent and treating the employees the same. Mr. Fahy recommended 14 days. Dr. Hocker inquired with the 14 days, if the teachers would prefer to go the PTO route as proposed. Mr. Schobinger inquired regarding the clause to revert back to the 2018-2019 agreement. He suggested there be an opportunity for discussion. The intent was there but it was not in the language. There appears to be no middle ground. There was discussion regarding some proposed language to state the intent. There was also discussion regarding a date for the team to meet to discuss the PTO pilot program. Mr. Fahy suggested holding off with the personal days until after the May 15, 2020, meeting.

Mr. Harris said in response to the currently banked personal leave days, logistically there may be an issue with keeping track of it. He thought they could come up with something that was mutually agreeable. They are either going to roll them over or pay them out. It could happen this year or next year. Mr. Harris suggested because of negotiations to ask what the teachers wish to do with their leave. The letters would probably have to be sent out again. Mr. Fahy felt that would address the concerns.

Mr. Fahy again requested to move the 13 days to 14 days. He said there was an overwhelming response from the membership not wishing to go to 13 days. Mr. Harris felt the 13 days was a good, solid number. Mr. Fahy said the prototype they looked at did not stop at 13 days.

Mrs. Schwartz requested a recess to caucus. At 6:46 p.m., Chair Hocker declared a recess to caucus.

At 7:00 p.m., Chair Hocker reconvened the meeting.

Mr. Harris summarized the conversation from the caucus. He stated when the PTO was proposed, the Board negotiators thought this could be a win/win for the District and the teachers. They felt it was a better way to treat individuals. In order for it to be a win/win, there needs to be a win for both sides.

The District was spending over \$500,000 on substitutes. If that could be cut in half, that was essentially the 1% on the base that was requested by the DEA negotiators. If they go to 13 days, the Board negotiators felt the District might have the opportunity to have a savings in substitutes and give the employees more latitude as professionals and adults. They were not reducing the days in the proposal but increasing the 2-3 personal days to 13 PTO days. The Board negotiators felt 13 was a good number that they would like to stay with.

The DEA negotiators had prepared language for the topics of sick leave and emergency leave that were distributed. Mr. Schobinger said the original intent when they talked about this years ago was to take care of the people who had to take care of their children or their parents and it would also simplify the language. Mr. Fahy added it takes the current language, cleans it up, and uses the concept "If my child is sick, I am sick." Mr. Fahy referenced the Board's proposed PTO language and said he was not opposed to taking that to the membership. He noted the "exception" section has been removed as they did not feel anyone had utilized the exception. Any available leave may be used for the immediate family. Mr. Harris inquired if the personal leave language would remain as is. Mr. Fahy responded the personal leave stayed the same. He added the PTO language proposed by the Board negotiators was very attractive.

Mr. Harris had prepared language for the modification of the personal leave if the PTO option was not utilized. This was distributed to the team. The language included the sunset clause and incorporated personal leave language that was a pilot. Mr. Fahy noted in the three-day allotment period after year 11 they would be allowed to carry over 40 hours or 48 hours. Consensus was it would be 40 hours or 48 hours depending on years of service determined by DPS experience. Teachers who have accumulated 40/48 hours of personal leave would be paid out.

Mrs. Knipp inquired regarding the PTO proposal and if a teacher had banked five days of personal leave this year. After the pilot is completed, and if it is decided it was not successful, could a teacher get back their banked five days. Mr. Harris said they were willing to work with the option whether the teacher decides to get paid out this year or the end of next year. He added if the teacher decided to get paid out this year they cannot get the days back. Mr. Harris said he could understand the fear with the five days and uncertainty because of the pilot. He thought something could be worked out to protect the days.

Mrs. Knipp inquired if she currently has 120 sick days, if those 120 days were going to roll into 120 PTO days. Mr. Harris said that was accurate. He added that those that have the 13 days could potentially be paid \$1,300 bonus at the end of each year if those days are not utilized and they are paid out at \$100 per day.

Mr. Fahy suggested clarifying the language on #1 of the Board's proposed language so it would not read \$100 per day for the 120 days. He knew what the intent was but another individual years from now may not read it the same way.

There was a discussion regarding a teacher being sick and needing to take a day of leave. It was noted there is a lack of substitute teachers in the District. Mr. Fahy gave a scenario when a substitute teacher will commit to a classroom and then will back out and select a different classroom. Mr. Fahy said it happens often. Dr.

Hocker said this could be corrected within AESOP so that a substitute could not drop one teacher for another teacher.

Mr. Schobinger inquired when he could use his 120 days. Mr. Harris responded anytime. The pilot would be the same as it is now for utilizing the leave days. Mrs. Knipp said they are concerned about the PTO because they have been told if a substitute cannot be found for their class, they cannot have the time off. Mr. Harris said if the PTO proposal was a bad idea, that was okay and they would be glad to review the DEA's proposal for leave.

Mr. Fahy requested a recess to caucus. At 7:24 p.m., Chair Hocker declared a recess to caucus.

At 7:31 p.m., Chair Hocker reconvened the meeting.

Mrs. Knipp said the DEA had a chance to look over the PTO language and they agreed that the best place for teachers was in the classroom with the students. The DEA negotiators felt their questions had been answered regarding the accumulated sick leave. They had been reassured they won't be denied their leave if they are sick or if a substitute were to drop their class after the substitute had picked up the class. Mr. Fahy stated the DEA negotiators felt they could agree upon the language at 13 days and the agreement to come back in one year and discuss the pilot.

There was a discussion amongst the DEA negotiators about having language to revert back to, such as the 2018-2019 negotiated agreement language. There was discussion regarding the date for the meeting next year and consensus was a meeting before May 15. Mr. Fahy stated that no matter what happens after the negotiations team meets next year, the decision needs to be re-ratified by the DEA. Dr. Hocker clarified that if it would not be re-ratified then the language would fall back to the 2018-2019 language. Mr. Fahy agreed.

Dr. Hocker summarized the PTO language. Changes included the 13 days, as agreeable, adding the current year in front of PTO in #1, clarified the date to meet would be prior to May 15, 2020 in #6, and also include a sentence for meeting to review and revise. An agreement was reached by the parties in regards to the revised language for the Paid Leave (PTO).

Consensus was to extend the meeting another half an hour to try to finish discussing the remaining topics.

Maintenance of Standards Clause – On behalf of the DEA negotiators, Mr. Fahy requested this topic removed.

Placement on the Salary Schedule – The DEA negotiators distributed a handout with proposed language for the topic of Placement of Salary Schedule. Mr. Fahy summarized that it was divided out with new titles of First Profession Teachers and Vocationally Certified Teachers. There were no changes to the First Profession Teachers language.

There was a discussion regarding six or seven years of appropriate CTE endorsement. There was discussion regarding the courses that would be allowed under the 16 credits. Mr. Fahy said the DEA is encouraging the teacher to go on for their baccalaureate degree. The team clarified the types of degrees where credits would be granted for coursework. Mr. Fahy said the DEA negotiators want the teacher to be able to advance, such as BS0, BS8, and BS16.

Mrs. Lehman from the audience explained the process to transfer from a provisional to a teaching license. She also explained the types of courses offered outside of the general education and what can and cannot go towards a lane change. She noted a teacher has to be off a provisional for any continuing education credits to go towards a lane change. Mr. Harris inquired if a teacher took a course at DSU, such as Reading within the Content Area, if that course would count. Mr. Fahy responded it would not be within the description because it was not within the CTE skills. Mr. Smith from the audience thought that particular course would count

towards one of the 16. Mr. Fahy concurred. However, if the teacher had exceeded the 16 credits, the course Reading within the Content Area would not count. Mr. Fahy reiterated the goal was for the teacher to get their bachelor's degree.

Dr. Hocker clarified it needs to be a bachelor's degree in their vocational field and thought this might be difficult to achieve. Mr. Fahy added it could be a CTE since that was a more generic degree. Mrs. Lehman said it was a CTE baccalaureate teaching degree. She thought only Valley City offered this type of baccalaureate degree.

There was discussion regarding how many credits were allowed towards the horizontal movement for the vocationally certified teacher. Mr. Schobinger suggested language that required a vocational teacher to have achieved a bachelor's degree if they were attaining the BS+32. An agreement was reached by the parties on the revised language for the Placement on Salary Schedule.

Safe Workplace Language – Chair Hocker said he spent some time reviewing the policies referenced in a previous meeting. He proposed over the summer months, the administrative regulation and Board policies would be reviewed by the administrators and include a discussion about consistency across the District. Dr. Hocker proposed a task force be created this fall to go through each one of the seven policies and determine if there are areas that need to be addressed based on information shared at the negotiations. Proposed revisions to the policies would be presented to the school board for consideration. There will be a review by the administrators at the June and August Cabinet meetings.

Dr. Hocker stated this past year the policies and procedures that had previously been distributed in a paper format were available electronically on the District's website. The electronic versions provide a better reference for new employees and could be viewed online throughout the year as a live document. Those policies and procedures will be part of the on-boarding practices.

Mr. Fahy responded that was a step in the right direction. He recognized the Mental Health Task Force that has been put into place. Not all issues are directly related to mental health. Having the task force look at the policies was important. He requested to make sure the policy task force included teachers from special education, general education, elementary school, middle school, and high school. There needs to be good representation from all levels including administration. Dr. Hocker concurred. The task force would be in place in September.

Ms. Berglund felt the team was moving in the right direction. She recognized having consistency helps the administrators, teachers, and students. Mr. Fahy thanked the Board negotiators for listening to their concerns and hearing what the teachers were going through. He referenced the first meeting where a Board member shared the experience she had gone through as a teacher and knew what the teachers were going through. That meant a lot to the DEA negotiators.

Mrs. Knipp said the District looks at data. Then when the students are not exceling, the question is asked why they are not. Mrs. Knipp explained it is hard for students to do their best when the learning environment includes interruptions. The interruptions from students acting out make the others students feel unsafe. She shared her experience with her own daughter in a classroom with a disruptive student and how it hindered her daughter's learning.

Negotiated Agreement Language Cleanup – Mr. Fahy suggested a time be set Thursday to meet with Mrs. Schwartz, Mr. Harris, and Mrs. Petersen. He requested Mrs. Petersen email the tentative agreements to the team in advance for review, preferably by Thursday. This will help to finalize the agreement.

Length of Contract – Chair Hocker noted with the previous conversation regarding TFFR and salaries, there was a mutual agreement for a two-year contract. Mr. Fahy concurred.

Mr. Fahy inquired if there could be a conversation on safe workplace at the same time as the conversation on the PTO pilot. Dr. Hocker agreed. Dr. Hocker added the members of the negotiations team would be involved throughout that discussion.

**Schedule Next Meeting** – It was not necessary to schedule another meeting and therefore there were no agenda topics for the next meeting.

**Debrief** – The negotiations team agreed on a tentative agreement for a two-year contract for TFFR. Year one will be 1.5% towards TFFR and 2% lanes/steps. Year two would be 2% towards TFFR and 2% lanes/steps. Both sides presented their leave language and PTO language at today’s meeting. The team has a tentative agreement on 13 days and language ensuring \$100 on the current year’s unused PTO. The tentative agreement also includes a one-year implemented pilot program on the PTO.

Mr. Harris felt the team needed to discuss how to protect the currently banked personal leave days. If the PTO pilot was not successful, the language would revert back to sick leave/emergency leave/personal leave as currently in place. Mr. Fahy suggested setting aside the days until the end of next school year. Then the teacher may be paid out \$18 per hour if the team decides to keep PTO. If the team decides against the PTO, then it would roll back into personal leave. That would alleviate the letter.

Mr. Fahy added the team mutually agreed that vocationally certified teachers would be given up to seven years on the salary schedule and they would be able to continue to take credits up to BS24. In order to get into BS32, the teacher must have a bachelor’s degree.

The topic of Maintenance of Standards Clause was removed by the DEA negotiators. The team discussed safe workplace language. The administrators will review the administrative regulation and consistency across the District regarding disciplinary procedures. A task force will be put together in the fall to review some selected policies.

A group will meet to review the contract and do language cleanup. The team agreed to a two-year negotiated agreement.

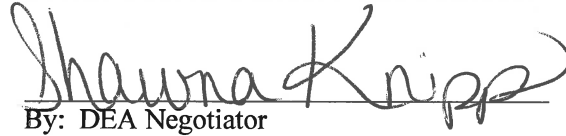
**Adjournment** – At 8:13 p.m., Chair Hocker adjourned the meeting.

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

DICKINSON PUBLIC SCHOOLS

  
By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION

  
By: DEA Negotiator

