
Interest Based Bargaining Meeting #4

Minutes

Thursday, March 30, 2017; 6:00 p.m.
Central Administration Office Board Room

Bargainers Present:

Representing School Board: Board President Sarah Ricks, Board Member Kim Schwartz, and Superintendent Douglas Sullivan.

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

Others Present: Mr. Vince Reep, Ms. Leann Mehrer, Mr. Keith Fernsler, Mrs. Diana Stroud, Mr. Scott Schmidt, Ms. Brenda Loney, Mrs. Donna Abrahamson, Mr. Lyle Smith, Mrs. Leslie Wilkie, Mrs. Kelly Jahn, Mrs. Mary Ann Reisenauer, Mrs. Dawn Sipma, Mr. Tracy Sipma, and Mrs. Twila Petersen.

Call to Order – Chair Douglas Sullivan called the meeting to order at 6:00 p.m. He noted this was the 4th IBB meeting between the DEA and the Dickinson School Board. Pages 2 and 7 from the IBB training manual were read by a representative from the DEA and a representative from the Board.

Review and Approval of the March 14, 2017, Meeting Minutes - The minutes were provided in advance and available at the meeting. By consensus, the minutes were approved, as presented, and signed by Mrs. Knipp and Mrs. Schwartz.

Sign Tentative Agreements - There were no tentative agreements to sign at this meeting.

Introduction of Topics – Mrs. Schwartz requested to add the topic of “School Calendar”. There were no other topics added. This was the last meeting topics could be brought forth unless by mutual consent.

Discuss Topics for Negotiations/Bargaining –

Grievance Procedure Language (h.) – Mrs. Ricks noted she had sent out an email today to the team members with an idea for the grievance language under the Grievance Procedure section of the negotiated agreement. She noted the interest is a legality issue with the Board being (or not being) able to handle grievances appropriately. Currently the language reads the grievance would be placed on the agenda for the next board meeting. Mrs. Ricks read the proposed language addition under grievance step 3, sentence 2: “The grievance will be placed on agenda of the next regular board meeting unless the board decides to call a special board meeting to consider the grievance. To be placed on the agenda of the next regular board meeting, the appeal to the school board must be received six calendar days prior to the regular scheduled meeting.” Mrs. Ricks explained the interest is if there is already a special meeting scheduled and it has a defined agenda and then a grievance is received, the law dictates that the agenda cannot be changed, but now the contract states that it has to be on the agenda. That is an issue for the Board. Mrs. Ricks and Mrs. Schwartz thought it would be more beneficial to have it on the next regular meeting agenda but then also to have the flexibility to have a special meeting if it was something the Board wished to take under consideration. The reasoning for the six-day window was to make sure it was published on the agenda and have the

appropriate supporting documents, etc. available for when the Board reviews the grievance. Mrs. Ricks said they were open to suggestions or comments. Mr. Fahy clarified that if the grievance was received after six calendar days prior to the meeting it would be placed on the agenda for the next regular Board meeting. Mrs. Ricks responded that was accurate. She added there is a potential for the Board to still schedule a special meeting in-between. Consensus was to add the following language: “or it will be placed on the next regular board meeting agenda.” There were no other noted changes to the drafted language. A tentative agreement was drawn up and signed by Mrs. Ricks and Mr. Fahy. The agreement pertained to the negotiated agreement Grievance Step 3, sentence 2, with the following language added: “The grievance will be placed on the agenda of the next regular board meeting unless the board decides to call a special board meeting to consider the grievance. To be placed on the agenda of the next regular board meeting, the appeal to the school board must be received six calendar days prior to the regular scheduled meeting or it will be placed on the next regular board meeting agenda.”

Frozen Step in 2009 (g.) – Mr. Fahy addressed Mr. Reep and inquired if Century Code prohibits an individual from taking two steps in one year. Mr. Reep did not feel there was a Century Code with those stipulations and added that the negotiated agreement did state, “Maximum vertical movement on the salary schedule is one step per year.” Mr. Reep added that because the topic was listed, he did some research and went back to 2009 and looked at the individuals that are left from the “no vertical step”. He found a total of 15 individuals that are still employed by the school district. Seven individuals are in the BS0-BS24 lanes and so it does not affect their career increments. However, there are eight other individuals that are in BS32-MS16 in terms of career increment. Mr. Fahy asked if Mr. Reep could give an approximate cost to those eight individuals. Mr. Reep said he would look at it and indicated the eight individuals would advance a year in their career increment calculation. He will bring the cost estimate to the next meeting.

Simplify Leave Language (a.) – Mrs. Ricks explained her and Mrs. Schwartz discussed this topic and the options and repercussions; if it would be affordable, to minimize the impact on students, to be flexible, and to simplify. Mrs. Ricks did some research and found that Mandan Public did a trade of having no matrix on their salary schedule for their more flexible leave days. She did have an option to share with the team. Instead of 15 days there would be 12 days. The 12 days would be divided into two areas. One would be similar to what the District has now with six days allocated for sick leave for personal use only. The other six days would be similar to Mandan’s definition and would include funerals, doctor appointments for children or parents. Basically, it would be an extra day of emergency leave that is more flexible than it is now. There still would be 12 days instead of only 10 which is what had been discussed at the last meeting. Hopefully it would not hurt new teachers as much.

Mrs. Knipp was concerned with dropping from 15 days to 12 days. She explained because many teachers have to seek medical treatment that requires a specialist, it is not easy to find those specialists in Dickinson. Therefore, it is typically a full day the teacher has to take to drive to Bismarck to see those specialists. Mr. Fahy said the DEA negotiators visited and discussed with the membership the number of sick days that have been taken. They concluded that the majority of the sick days are not taken by the majority of the staff and what truly is happening is the catastrophic and maternity leave that tends to be a large part of the issue. If an individual is with the District for four or five years and then takes maternity leave, there would potentially be 15 days. Mr. Fahy requested to present an option that he felt the Board would be favorable towards since it would not cost the District any funds.

Mr. Schobinger explained the option. He said their group had talked about the amount of money deducted for day deducts and felt that it affected probably the younger teachers more because they are not able to accumulate as many days. The option was to start a personal leave bank. He gave an example, at the end of the school year he has two personal days that he will not take that he cannot roll over so he will be paid for those days. If he would donate one day to the personal leave bank then if somebody has something that is catastrophic, not a vacation, the individual could apply for days in the bank. The individual would need to have used all of their extra sick days. This will help take care of a tragedy that may happen and will help the individual so they do not have to take a day deduct. Ms. Berglund added it would apply for someone who is out of sick leave and that individual could apply for the personal leave days in the bank instead of a sick leave day. Mr. Fahy explained the example that they have been looking at is the mother who has a child who has to go to reoccurring doctor appointments. In reality, that does not qualify for the sick leave bank in that aspect. The personal leave bank would provide an opportunity for the teachers to help a fellow teacher, a fellow professional. He said there are many veteran teachers that would be willing to do this. This would not require a change in the language on the negotiated agreement. Mrs. Ricks could not see any concerns with this option. Mr. Reep clarified that certified staff could donate a personal day to this bank or a portion (a couple of hours). There was discussion who would monitor the personal leave bank and make the determination if the application was approved or denied, how many days can an individual apply for, and up to how many times. Mrs. Ricks thought it was a great idea. Some sample language would be provided by the DEA bargainers at the next meeting.

Length of Contract Being Negotiated (b.) – At the last meeting, Mr. Fahy offered to email the DEA membership with three options and ask for input. Mr. Fahy explained he had surveyed the membership and they all want a one-year contract. He added the team members know how time consuming the negotiations can be. They are willing to leave the two-year contract option open and see what the contract looks like. If there was a two-year offer that the DEA bargainers felt was good, they would take it back to the membership and try to sell it.

Stipend for District Moves (i.) – Mr. Fahy explained the interest for the teachers is there are some who are being asked to move from one building to another by the District, or they are moving from one building to another in lieu of a different option. The DEA bargainers would like to see those individuals be able to receive a monetary compensation, such as a stipend for their time in the summer taking down one room and putting it back together in another place. This topic surfaced because of the very large move from Berg and Hagen to the new middle school and the extra work for those teachers to move. He added there are also kindergarten and first grade teachers that are moving around as well. Mr. Reep asked if they are covering volunteered transfer moves. He gave an example of a teacher from Heart River wanting to move to Roosevelt. The District is not asking them to move but the District lets them move. Does this include the teacher that moves from one grade in a building to another grade in the same building? There have been a couple of changes at Prairie Rose because a wing was added and the school was expanded and teachers had to move within the building. Mr. Schobinger said the original thought was that when the District is requiring someone to move but he thought it could also pertain to someone requesting a transfer because his assumption is the transfer is beneficial to the District. Dr. Sullivan felt it would be accurate to characterize a transfer request as not being harmful. He used an example, there are kindergarten teachers that request to transfer and right now kindergarten teachers are a prime commodity and so if you get a transfer out of a kindergarten class, it is going to be a challenge because the District could end up either having somebody that's a provisional or not enough kindergarten teachers and then having larger class sizes.

Mrs. Ricks inquired if the DEA bargainers had a time frame in mind. Did they have an average on how many hours it would take for the move? Mr. Fahy responded that they had discussed that topic and said they were looking at the stipend rate of pay, which is \$30 per hour, at a minimum of one day at possibly 10 hours per day. Mr. Reep explained the district will be hiring some professional movers to move big items and boxes that are packed and ready to go. Mr. Fahy felt that the hours would have to be capped. Mr. Schobinger agreed that a set dollar amount would be recommended. Mr. Fahy inquired how many teachers were being asked to move by the District, whether it be at Berg, Hagen, or any of the elementary schools. Mr. Reep responded that most of the reassignments, other than at Berg and Hagen to the DMS, those reassignments all take place within the building. He noted he would need some clarification who to include. Does he include those that are reassigned and those that are transferred? Mr. Miller said he had heard there would be some training involved in the move to Dickinson Middle School. Mr. Reep explained he thought that would be covered under professional development. Ms. Berglund felt if the teacher chose to move that maybe they should not be included. She felt it should be more for those teachers that were asked to move and it is not really their choice. Those that chose to move know that there is work ahead for them attached to the move. Mr. Fahy addressed Mr. Reep and asked if there are many instances where a teacher is asked to move from one building to another building. Mr. Reep responded that it is rare. He reiterated that most of the reassignments are done within the building. Consensus was to ask Mr. Reep to include reassignments (being asked by the District to move), not transfers. Mr. Reep felt that all of the Berg and Hagen teachers are being reassigned except for those that have applied for a transfer to go to that building. Mr. Schobinger asked what the number of reassignments are on an average year. Mr. Reep responded that if it is not a construction year, it would be 10 or less. He clarified they were thinking licensed staff at a stipend rate of 10 hours or \$300. Mr. Fahy concurred. Mr. Reep said he would look at the numbers, calculate it, and email it to the group.

Amount of Money Deducted for Day Deducts (k.) – Mr. Reep said that Mrs. Ricks had requested he put something together to explain the formula. Mr. Reep said it is a simple formula using the salary schedule contract on line 12 of the data sheet and divide by 185 days=amount for the day deduct. The amount would not include the extra-curricular nor the extra days. Mr. Reep distributed a copy of the explanation for the formula to the team members. There was a sampling done in payroll to make sure that the formula was accurate. Using the smallest increment of time they could find, 1.75 hours, it did compute to .22 times the teachers daily rate therefore the formula was accurate. Mr. Reep encouraged anyone with questions regarding the day deduct to contact Vonda in payroll. Mr. Fahy stated that in lieu of the information provided, the DEA was requesting to eliminate item “k.” Item “k.” was removed from the list of topics for discussion.

Flexibility of Leave (c.) – Mrs. Ricks asked if this item was also taken care of with the personal leave bank option. Mrs. Knipp responded that she believed the DEA bargainers would still like to discuss the flexibility of leave, less than two-hour increments. Mrs. Ricks noted that Superintendent Sullivan has not had an opportunity to discuss this topic with the Cabinet members as he was out of town for the national convention. She referenced a previous comment by Mr. Reep that it appeared this was happening in the buildings already (taking increments of less than two hours for leave). Mr. Reep agreed and added with the advancement of AESOP, it could be happening on a daily basis. He said the example of somebody entering 1.75 hour day deduct proves it is happening. Mrs. Knipp said that she agreed with Mrs. Ricks that the language may need to be stated so that all the schools are following the same protocol. Mrs. Ricks asked for clarification if the smaller increments would also apply to personal leave. DEA bargainers agreed it would include smaller increments for personal leave. Mr. Fahy explained the reason why was that at the high school their day begins at

8:00. If they are gone for an appointment and return two hours later they are missing all of the first block and 1/3 of the second block so now there is a substitute teacher in the entire first block and 20 minutes of the second block. If teachers could request ½ hour segments, then he could request three ½ hour segments or 1.5 hours. Mrs. Ricks clarified that when Dr. Sullivan visits with Cabinet he would need to find out about taking leave in smaller increments across the board, including personal leave. She noted this would be a change in the contract language.

Define Specifically Assigned and Unassigned Time (n.) – Mr. Fahy explained the current negotiated agreement under V. Working Conditions, under section B. School Day has the words “assigned” and “unassigned”. Mr. Fahy read #2 and #3 underneath the School Day. He noted that there is unassigned time as 1½ hours of preparation which includes some of the time before and after. He said there needs to be some detailed clarification of the definition of “assigned” and “unassigned”. There are some schools that are different than other schools in what they are requiring for assigned time and unassigned time. That is the concern of the DEA bargainers. Mrs. Ricks inquired what they perceived as the interest. Mr. Fahy responded the interest is to decipher unassigned time and answer the questions if it is preparation time, time for classroom clean out, time for teachers to grade papers, or is it time for teachers to be in team meetings. He added another concern that was brought up was that unassigned time includes 45 minutes for lunch. There has been a rumor that potentially some lunch duties would be assigned during the time for their lunch. It is from a specific building and the administrator is aware of this concern.

Ms. Berglund gave an example regarding assigned and unassigned time. In the elementary building with super block, teachers are required to meet to discuss common assessments and binders for their students and it is the interpretation of the building administrator that it is part of the preparation for the students. Additionally, the teacher is being asked to do it during unassigned time. Mrs. Ricks clarified asking if the teacher was being asked to put together the binders during the prep time. Ms. Berglund responded that was accurate. She explained that superblock is approximately 80 minutes, 40 minutes of it is technically unassigned or her normal prep time; 40 minutes of it is assigned time. During the assigned time, the building principal could ask her to go to the office and work on the common assessments or work on the binders. In some buildings, the perception is if a teacher does not do what is asked during the unassigned time they are not being a team member and the teacher feels pressured to stay instead of leaving and going and correcting papers.

Consensus was to go through the steps, beginning with defining the issue. Mr. Fahy thought that the understanding of unassigned time was not the same between teachers and administrators and Mr. Schobinger added between administrator to administrator.

Mr. Schobinger said that unassigned is unassigned. He added, as an example, that if during unassigned time if he wanted to sit in his couch and read a book, he was choosing to do that and would find time to do his work somewhere else. He added that he would not do this, though.

Unassigned Time Interests

- Ensure proper time for preparation correcting papers for feedback and re-teaching.

Mr. Fahy said the interests of the teacher is obviously to ensure that they have the proper time for preparation for their classroom and to make sure that they have the time in unassigned time to correct those papers for positive, instant feedback and proper re-teaching in a timely fashion.

- Collaboration and teaming time is important.

Mrs. Ricks added an interest that represents the students. The interest would be that collaboration teaming is one of the best ways to positively affect student achievement so there needs to be ample time for this.

- Flexibility to provide appropriate staffing and supervision of students.
- For teachers to be able to choose what to do on unassigned time.

Consensus was that additional interests could be added later.

Options for Unassigned Time

- Definition from the dictionary of assigned and unassigned.

Mr. Fahy said he had various definitions from “assigned for English language learners”, “assigned for students” and “assigned.” The definition from the dictionary was “to appoint a duty” and if it is assigned to a student it is giving them something to do. For ELL, it is “to give someone a particular job or duty. To require someone to do a particular task. To send someone to a particular group or place as part of a job. To give out something. To provide someone something.”

- Define “assigned” as being assigned to students.
- Return to how it was run for many decades (1977)

Mr. Fahy said somebody put assigned and unassigned in the negotiated agreement for a reason and it has been in there for decades and has not been an issue until the last few years. It has not been an issue up until the superblock and now there is a potential for back-to-back teaming in preparation time at the junior high.

- The teacher chooses what to do during unassigned time.

Debrief – Superintendent Sullivan summarized the meeting. The March 14 meeting minutes were approved, as presented, and signed by both parties. There were no tentative agreements from previous conversations that were signed at this meeting. The board introduced a new topic of “School Calendar”. Simplified Leave Language (item a.) was discussed. The DEA will provide some sample language at the next meeting. Length of Contract Being Negotiated (b.) was discussed. There was some reluctance but it has not been removed from the list of topics for discussion, at this time. Flexibility of Leave (item c.) was discussed and this topic will be taken back to the Cabinet and discuss the possibility of personal leave being in smaller increments, less than two hours. Frozen Step in 2009 (item g.) was discussed; the Assistant Superintendent will provide a cost estimate at the next meeting. The Grievance Procedure Language (item h.) was discussed and a tentative agreement was signed. Stipends for District Moves (item i.) was discussed and the team tried to clarify whether it was individuals who requested the move or the district required the move. It was decided by the team to focus on individuals that have been assigned by the District to move to another building and Mr. Reep will try to cost it out at a rate of \$300 per person.


Schedule Next Meeting Date and Time – Consensus was to schedule the next meeting for Wednesday, April 5 at 5:30 p.m. By mutual agreement, the meeting would be 60 minutes in length to accommodate schedules.

Set Agenda Items for Next Meeting – Chair Sullivan noted the agenda would be similar to this meeting with the removal of “Introduction of Topics”.

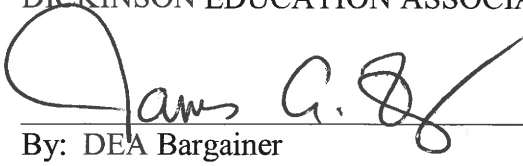
Adjournment – Chair Sullivan declared the meeting adjourned at 7:28 p.m.

Dated this 5th day of April 2017.

DICKINSON PUBLIC SCHOOLS


By: Board Bargainer

DICKINSON EDUCATION ASSOCIATION


By: DEA Bargainer

