

Interest Based Bargaining Meeting #5

Minutes

Wednesday, April 5, 2017; 5:30 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, and Mr. Scott Miller.

Others Present: Mr. Vince Reep, Mr. Lyle Smith, Mrs. Leslie Wilkie, Mr. David Wilkie, Mr. Scott Schmidt, Ms. Brenda Loney, Mrs. Mary Ann Reisenauer, Mrs. Dawn Sipma, Mr. Tracy Sipma, Mr. Clarence Hauck, Ms. Leann Mehrer, Mrs. Diana Stroud, Mrs. Sandra Hood, Mrs. Donna Abrahamson, and Mrs. Twila Petersen.

Call to Order – Chair Douglas Sullivan called the meeting to order at 5:30 p.m. He noted this was the 5th IBB meeting between the Dickinson Education Association 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 30, 2017, Meeting Minutes – The March 30 minutes were provided in advance and available at the meeting. By consensus, the minutes were approved, as presented, and signed by Mrs. Schwartz and Mr. Fahy.

Sign Tentative Agreements – The agenda listed the tentative verbal agreements, the topics removed, and the signed tentative agreements. There were no new tentative agreements to sign at this meeting.

Discuss Topics for Negotiations/Bargaining –

Simplify Leave Language (Personal Leave Bank) (item a.) – Mr. Fahy noted that sample language on this topic had been emailed to the Board bargainers. He distributed copies of the proposed language that was drafted by the DEA. At the last meeting, the DEA bargainers were asked to come back with some sample language in regards to the personal leave bank. The language was similar to the District's sick leave bank and would be considered "VI. H." in the negotiated agreement. Mr. Fahy welcomed questions. Mrs. Ricks inquired regarding the feasibility from the standpoint of the Central Office administrators and how much work it would be to manage the personal leave bank. She noted that contributions could be made in one-hour increments with the maximum number of hours from an applicant is 48 hours. Chair Sullivan suggested clarification regarding personal leave days as some are protected when they are banked. Would this language override previous language? He also recommended removing assistant superintendent since there will not be one for the 2017-2018 school year. He was not sure what administrator would review the applications since it could not be the superintendent as the superintendent was the person to direct appeals for denied applications. Mr. Fahy explained that the language came from the sick leave bank. He added there had been discussion to direct the applications to the principals but that would be additional burdens for the principals. Mr. Reep explained that catastrophic and life threatening could have different

meanings to different individuals. Mr. Fahy felt based on the number of sick leave days taken there would probably be very few that would need to apply for the personal leave bank. When reviewing last year's numbers, it would maybe have been a maximum of three as he felt that maternity leave is not catastrophic. He noted the intent was to help those people who have to deal with reoccurring Mayo clinic appointments or Bismarck appointments for their child because those specialists are not in Dickinson. The intent was to utilize the personal leave bank instead of having to use a day deduct. He used an example where an individual had gone on a vacation, had run out of sick days, and then there was an illness or injury and that person was having to use a day deduct. There were several scenarios provided by the team members that would or would not qualify for the personal leave bank. Mr. Reep explained that with the sick leave bank it requires a physician's explanation which oftentimes includes the necessary language to consider the application for acceptance or denial. There are very few requests for the sick leave bank and did not require a lot of work. The Board bargainers were not opposed to the idea of a personal leave bank. Mrs. Ricks wanted the language to be clear so that all parties would have the same interpretation. Chair Sullivan suggested defining "calendar" since it could mean calendar year, contract year, school year, etc. Mr. Fahy explained the reasoning for the usage report within the personal leave bank language. He felt that ideally, if every member donated two hours of personal leave that would provide approximately 500 hours in the personal leave bank. In a year's time, if only one person utilizes 48 hours from the bank, then there would still be sufficient hours left in the bank. If the personal leave bank would be running low in hours then teachers would be informed and could make decisions on whether or not additional hours were needed in the bank. DEA bargainers will review the language in the personal leave bank and bring back another proposal.

Flexibility of Leave (item c.) - Mr. Fahy distributed a handout with proposed changes to the negotiated agreement under VI. The intent of the DEA bargainers was for all leave to be in thirty-minute increments. This would require striking the language in the first sentence of "D. 1a. ~~Personal leave may be taken in minimum amounts of one fourth (1/4) day at a time.~~" Mr. Fahy explained that at the high school, due to the length of the classes, 30 minutes would be the preferred increments. It was noted that Superintendent Sullivan has not had a meeting with Cabinet members to discuss the impact of the request for smaller increments. Chair Sullivan noted Dickinson Middle School will have 50 minute classes. He suggested moving the language to "H" instead of "E" so that it would apply to all leave. Consensus was to revisit this topic after the superintendent has received input from the Cabinet.

School Calendar (item o.) - Mrs. Schwartz requested to have a discussion regarding the understanding of snow days that if there would be another snow day that the Board has the ability to change the school calendar. Mr. Fahy inquired what type of language in the negotiated agreement would explain their intentions. Mrs. Ricks responded the current language is sufficient as long as the parties are interpreting it the same way and everyone was on the same page. Mr. Fahy noted the 2017-2018 school calendar had three snow days built in. He inquired how many years three snow days were utilized. Mr. Reep felt the most recent time happened during Dr. Stremick's term. Mr. Fahy felt the three snow days were not used very often. Before two snow days were enough and now there are three. Mrs. Ricks said that she hoped it would never be an issue but if some year all three snow days were utilized and a fourth snow day occurs, the Board wants to have the confidence that it can add a fourth day. The intent would be to go to the Calendar Committee to try and figure out what day would be best to schedule an extra day. Mr. Fahy asked what would be the solution if it would happen in the middle of April where there is only Good Friday and Easter Monday left on the calendar and teachers and students already have plans for those days. Mrs. Ricks explained that

she did not want to be insensitive but the District is required to meet state law and that law dictates that the District would have to make up that missed day of school and it may not go the way that everyone wants. Mr. Fahy inquired if the District would reimburse for changed flight fees or cancellation of flight fees. Mrs. Ricks responded that would not be the School District's responsibility and she would hope that the Calendar Committee, which is mainly teachers, would be able to provide the Board with guidance on what would be the least painful day to schedule a makeup day of school. Mrs. Ricks hoped that there could be a solution found such as using the teacher workday where people were planning to be here anyway and kids in school on that day or working it out between the two parties as best they could. She did not want to commit a future board or board president to a certain action in a future situation. This year they were willing to work with the DEA and try to find a solution that was best for everybody. She wanted to make sure that the lines of communication were open. Mr. Fahy inquired what the current Century Code options were for makeup days. Mr. Reep responded that he has not been keeping up-to-date with current legislation but he did know the governor will no longer allow to forgive days because the taxpayers paid for the days and therefore the District's will have the required number of school days. Mr. Reep added that some school districts may have school after Memorial Day to makeup days. Mr. Fahy said that he had heard that if there are so many extra minutes in the school day those could be counted. Mr. Reep responded that within the Century Code there is language regarding that however, in Dickinson Public Schools the high school does not have enough beyond what is required and so the District falls short. It has to be all of the schools in the district or none qualify. A letter was sent to the Department of Public Instruction to get an opinion and DPS was denied because of the high school. Mr. Fahy said because there are three snow days built into the calendar he did not think it was going to be an issue and he did understand both sides. Ms. Berglund said another option could be to exchange sick days for a personal day so that a person does not have to take a day deduct. There were different scenarios explained by the DEA bargainers. Mrs. Ricks and Mrs. Schwartz said they wanted to start the conversation. Mr. Fahy felt that teachers would not want to come back after Memorial Day. He suggested that for those individuals who have something planned that there be some sort of solution or some sort of appeal process in place. There was discussion regarding the interpretation of the current contract language. The current language is ratifiable by the DEA but Mr. Fahy questioned if signing the current contract is also signing the calendar. Board bargainers will consider what they could do to make the language more clear and ratifiable for both parties.

Stipend for District Moves (item. i.) - Mr. Fahy distributed a handout which would add "C. Stipends for Transfers" under "IX. VACANCIES AND TRANSFERS" on the negotiated agreement. Mrs. Schwartz said that following IBB they should start with defining the issue. Mr. Fahy responded that the definition of the issue is there are many teachers who will be asked to move from school to school and utilize their own personal time to pack and unpack. Mr. Reep noted that the handout included reassignments and transfers. It was his understanding the team was focusing on reassignments. Mr. Fahy responded that the transfers are included in the proposal and added it is something that can be negotiated. Mr. Reep said that he had not calculated transfer requests in the amount that was emailed to the team. Mr. Fahy said that when the DEA discussed it they decided to throw in the transfer requests as well because those individuals are also moving and the DEA did not want to exclude the transfers. Mrs. Ricks inquired if this proposal would significantly change Mr. Reep's calculations. Mr. Reep responded it would change it somewhat, it might be a little more. Due to lack of time, this topic would be on the next meeting agenda beginning with defining the interest.

Debrief – Chair Sullivan summarized the meeting. The March 30 meeting minutes were approved, as presented, and signed by both parties. He noted there was a brief explanation of the tentative agreements that were verbal, signed, or removed from the list of topics to be discussed. Topics that were discussed included Simplify Leave Language (item a.) which the DEA will bring back some revised language at the next meeting; Flexibility of Leave (item c.), this topic will be brought forth to the Cabinet to get some input for consideration by the parties; Stipends for District Move (item i.) which the DEA provided a possible solution that will be further deliberated at the next meeting; and School Calendar (item o.) was also discussed. All topics from today’s discussion (a, c, i, and o) will remain on the agenda for topics for discussion.

Schedule Next Meeting Date and Time – Consensus was to schedule the next meeting for Wednesday, April 19 at 6:00 p.m.

Set Agenda Items for Next Meeting – Chair Sullivan noted the agenda would be similar to this meeting with discussion to continue on items a, c, i, and possibly o. It was noted the May 1 target date was fast approaching. Mr. Fahy explained that the DEA took a vote and would not ratify a contract until after the administrators (have settled their contract). He added that this decision could go back to the DEA for a revote.

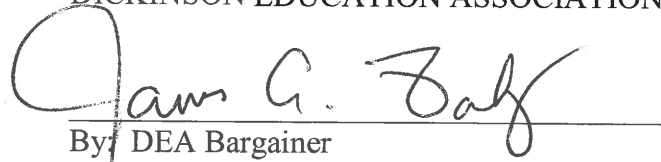
Adjournment – Chair Sullivan declared the meeting adjourned at 6:33 p.m.

Dated this 19th day of April 2017.

DICKINSON PUBLIC SCHOOLS


By: Board Bargainer

DICKINSON EDUCATION ASSOCIATION


By: DEA Bargainer