

Interest Based Bargaining Meeting #7

Agenda

Thursday, April 27, 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, Mrs. Shawna Knipp, Mr. Jay Schobinger, and Mr. Scott Miller.

Others Present: Mr. Vince Reep, Mr. Lyle Smith, Mrs. Shary Smith, Mrs. Leslie Wilkie, Mr. David Wilkie, Mr. Keith Fernsler, Mr. Scott Schmidt, Ms. Brenda Loney, Mrs. Dawn Sipma, Mr. Clarence Hauck, Mrs. Kalindi Brandvik, Mrs. Kayla Kilwein, Mrs. Mary Ann Reisenauer, Mrs. Angela Ernst, Mrs. Donna Abrahamson, Mrs. Sherry Loris, Ms. Jill Nelson-Wetzstein, Ms. Fern Pokorny, and Mrs. Twila Petersen.

Call to Order – Chair Douglas Sullivan called the meeting to order at 6:00 p.m. Representatives of the two parties read pages 2 and 7 of the IBB training manual. Chair Sullivan reminded those in the audience the rules of decorum and appreciated in advance their consideration.

Review and Approval of the April 19, 2017, Meeting Minutes – The April 19 minutes were provided in advance to the team. They were approved as presented and signed by Mr. Fahy and Mrs. Schwartz.

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 (item a.) – At the last meeting, the consensus was for an exchange of emails to come up with a definition of who may utilize the personal leave bank. Yesterday a draft had been emailed by Superintendent Sullivan to the team. DEA bargainers inquired regarding #2 and #4 of his draft. Dr. Sullivan explained that he assumed when the sick leave bank was initiated that it would need to have a minimum number of hours prior to implementation and then also a minimum balance of hours in the bank to keep it activated. DEA bargainers explained their preference was that any teacher could participate in the personal leave bank, regardless if they contributed to the bank or not. Consensus was that those applying to use the personal leave bank had exhausted all their leave and were at the point of using a day deduct. Mrs. Ricks and Mr. Fahy compared Dr. Sullivan's draft with Mr. Fahy's draft (from a previous meeting). They went through each section and merged the language into one document. The final draft would be typed up and emailed to the team for review and signed as a tentative agreement at the next meeting.

School Calendar (item o.)

Issue: For the District to be able to respond to emergency situations by replacing student contact days that are cancelled.

A calendar that teachers and families can depend on.

Interests: Fair to Teachers and Families to Know Ahead of Time to Have a Plan in Place, Allow Teachers to Make Plans According to a Calendar in Place, Provide Appropriate Education, Follow the Law, Respectful to Taxpayers.

	Affordable	Mutual Gain	Doable	Ratifiable
Longer School Year (Adding more student contact days then if any days were missed the District could still meet the minimum required by law)	N	Y	Y	N
Status Quo	Y			
Lengthen School Day				
Saturday				
Days at End of Year (Identify days at the end of the year, such as the first week in June, where all emergency snow days would be placed.)				
Identify More Days in Calendar				
Grace Day				
Plan Storm Days Based on Previous Decade Average				

Mr. Fahy inquired if there would happen to be an unusual snow storm now and there was no school for two days, where would those two days be made up. Consensus was that they would be added to the end of the school year. Mrs. Ricks noted that people have plans for the summer similar to what she had heard this year with the placement of the makeup day. Mrs. Knipp offered another option in the scenario to add more time in the day to make up the minutes for the time lost; makeup missed instructional time by lengthening the school day by 30 minutes per day and/or scheduling an instructional day on a Saturday.

Mrs. Ricks said she thought the Board may be fine with the status quo if the DEA was comfortable with the Board adding a (4th) storm day to the school year calendar if it would become necessary. Mr. Fahy said he thought the DEA might be fine if there was communication before the calendar is put out with the calendar having three built in snow days but if a 4th one is needed it would be on a specified date. He gave an example of the 4th storm day being identified as the first Tuesday in June (the first non-holiday weekday after the original designated last day of school). Then most people would understand and know that by law those days have to be made up. Mrs. Knipp suggested also to have a plan in place that includes the use of the grace day. She provided an example, if all three snow days are used then the fourth snow day could be a grace day. If there was a 5th, 6th, etc. snow day(s) then they would be added to the end of the school year so that people

would know they probably should not plan a vacation for the very last day of school because there is a chance something could happen. There was a discussion regarding the disadvantages of having all the snow days at the end of the year with the high school's quarter schedule.

Mrs. Ricks inquired if the DEA bargainers would be comfortable with language that stated that any additional days missed beyond the snow days in the calendar would be added to the end of the year. Mr. Schobinger requested to include the grace day. Mrs. Ricks said she would have to consider that option since it would short change the hourly employees. She was also hesitant because taxpayers understand that the students will be provided "X" number of days of education but the students receive one less day of instruction with the grace day. She said it could be discussed as part of the plan. She added that she did not know where the comfort level would fall if that would be after making up three storm days or four storm days and then the grace day is part of the plan on the 4th, 5th, 6th, or whatever day and then the remaining storm days would be made up at the end of the year.

Mrs. Ricks felt the team was coming to a consensus to have a plan and the plan should include identifying snow days in the calendar. Mr. Fahy added the plan should mention the three snow days that are already in the calendar. Mrs. Ricks will go back to the Board and see if they would be comfortable with having four built in storm days, because that would be the worst-case scenario, and consider the grace day. Then everyone would still be able to plan in advance. Mr. Fahy clarified that the plan would include the three storm days already planned for next year and if there is a day with an asterisk towards the end of the school year or the Tuesday after and it was designated as an emergency snow day, if needed, and then the 5th day would be considered a grace day.

Flexibility of Leave (item c.) – Mr. Fahy noted that the Budget Committee was going to meet and discuss AESOP and the potential of the software indicating the balance of the employee's emergency leave and personal leave. Mr. Reep said the Budget Committee did meet and the administration was authorized to move forward with the Frontline software. This software will interface with the District's payroll system so that it would show the amount of leave left. It would also interface with AESOP. There would be many different restrictions but it would allow leave requests in smaller increments. It will not allow individuals to request leave if they do not have a balance. It could also block requests until an explanation for the leave is completed. It can be very restrictive. The goal would be to launch the new software on July 1. Mr. Reep said that 30-minute increments would be possible.

Mrs. Knipp also thought the superintendent was going to request some feedback from Cabinet members regarding flexibility of leave and 30-minute increments. Dr. Sullivan explained several years ago there had been a pilot of personal leave in 2-hour increments. It was piloted before it was extended to the remainder of the District. Dr. Sullivan has requested two principals to pilot a 30-minute increment leave request. He has had little communication with the two principals and no discussion regarding the parameters. Dr. Sullivan shared concerns by Cabinet that with the implementation of AESOP there has become an issue because substitute teachers can go in and select a two-hour slot; however, if they receive notification that a full day has opened up, they can unselect the two-hour slot and then chose the full-day slot. This puts the two-hour slot in jeopardy of finding a replacement, sometimes within a very short amount of time. Students are potentially losing intervention instruction because the principal has to scramble to find a last-minute substitute teacher so there are implications for education. Mr. Fahy was in favor of having a pilot program for the smaller increments of time.

Debrief – Chair Sullivan summarized the meeting. The minutes of the April 19 meeting were reviewed and signed by the parties, as presented. There were no tentative agreements at this meeting. Simplify Leave Language (item a.) was discussed with a tentative verbal agreement. The language that was discussed will be typed and presented at the next meeting for consideration for signing as an agreement. Flexibility of Leave (item c.) was discussed and this topic will be discussed at the next meeting with some parameters. The School Calendar (item o.) was discussed and will remain a topic for discussion.

Schedule Next Meeting Date and Time – By consensus, the next meeting was scheduled for Tuesday, May 9 at 6:00 p.m.

Set Agenda Items for Next Meeting – Due to lack of time the agenda items for the next meeting were not discussed.

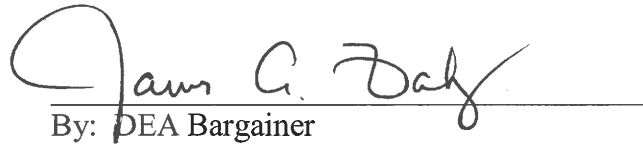
Adjournment – Chair Sullivan declared the meeting adjourned at 7:30 p.m.

Dated this 9th day of May 2017.

DICKINSON PUBLIC SCHOOLS

DICKINSON EDUCATION ASSOCIATION


By: Board Bargainer


By: DEA Bargainer