

Teacher Negotiations Meeting

Minutes

Monday, May 2, 2016, 6:00 p.m.

Central Administration Office Board Room

Facilitator: Superintendent Douglas Sullivan

Negotiators Present:

Representing School Board: Mrs. Kris Fehr and Mrs. Sarah Ricks.

Representing Dickinson Education Association (DEA): Mr. James Fahy, Mr. Lyle Smith, Ms. Sara Berglund, and Mr. Jay Schobinger.

Others: Vince Reep, Leslie Wilkie, Diana Stroud, Jolene Gress, Angela Ernst, Keith Fernsler, Naomi Thorson, Susan Moberg, Laura Bloom, Brenda Loney, Donna Abrahamson, Toni Goetz, James Goetz, Clarence Hauck, Scott Schmidt, Dawn Sipma, Nichole Tooze, CaraLee Heiser, Jane Cornell, Tammy Mexchke, Shary Smith, Jill Nelson-Wetzstein, Lee Mehrer, Julie Maes, and Twila Petersen.

Call to Order – Chair Sullivan called the meeting to order at 6:00 p.m. He noted Mrs. Petersen is still working on the minutes from last week's meeting.

Dickinson Education Association Package Proposal #1- Chair Sullivan opened the floor for discussion. Mrs. Fehr thanked the DEA negotiators for putting thought into the proposal they presented last week. It included a list of things which was helpful in trying to address many of the topics for negotiations. She explained the DEA's proposal was double the amount of money available in new money and provided a 6.75% raise at a time when people in Dickinson are losing their jobs and the District continues to lose students. She added it would be problematic for the Board to go that high.

Discussion of Proposals - The Board negotiators stated they had a counter proposal and proceeded to explain some areas of the proposal before distribution. Mrs. Ricks said that due to the limited funds available to the School District the proposal they were offering was a "bare bones" proposal. The proposal included a graduated personal leave providing three days starting at year 11. In exchange, the Board negotiators were asking for one professional development day compensated with \$215 on the base. Additionally, the proposal would add another optional professional development day that could be taken on a non-contract day and paid at the teacher's contracted rate. The Board's proposal was then distributed to the DEA negotiators. Mrs. Ricks explained the breakdown of the salaries. New teachers would receive \$44,182. Moving from step 10 to 11, the increase in pay would be \$1,631. At step 15 with the first year increment the pay raise would be \$2,636. Mrs. Ricks added the salaries would be at second place among Class A schools in the state. The total cost of the proposal was \$795,747 and was more than the Board negotiators wished to go. Mr. Fahy asked for a breakdown of the total cost. Mrs. Fehr responded the salaries and benefits was at a cost of \$624,411; graduated personal leave at a cost of \$30,000 and the optional professional development day at a cost of \$123,336. Mrs. Ricks explained that in the past, the Board negotiators have heard that when there was a professional development day the teachers were not being compensated. She explained that \$215 was the contracted rate for the professional development day. Mrs. Fehr added that it would also include vertical, horizontal and the career increments and the benefits; it's all rolled into one. Mr. Smith inquired what percent that would work out to be. Mrs. Ricks responded it would be approximately 2.7% and if the teacher was in a career increment it would be approximately 3.7%. Ms. Berglund inquired if the \$123,336 was if everyone used the optional professional development day. Mrs. Ricks responded that it did include everyone; it would have to be budgeted that way. She added that if the teacher would chose to take that day they would be paid an additional contract day. Ms. Berglund asked for clarification since the calendar for the next school year was already out, what day could be used. Mrs. Fehr responded that there had been a discussion on that

question. There were some days in the calendar, such as the teacher's convention if they didn't have it. She said the Board wanted to get the reaction before going into a lot of details. There has been a discussion at the Board table where that date could be. The Board may amend the calendar. Ms. Berglund asked if there would be a vote or input from the calendar committee. Mrs. Fehr responded it would depend on the administration and added the calendar committee has discussed numerous options. The sports calendar would also need to be looked at. It is something the Board negotiators would like to work out. Mrs. Ricks explained that the Board negotiators felt it would be difficult to give the graduated personal leave because their decisions are student focused and as discussed before it's always better to have the teacher in the classroom rather than a substitute. Adding the additional professional development day would cut back on the times the teachers are pulled out of the classroom for those kinds of activities. In exchange for being able to take another professional development day then maybe the teachers could be in class more during the regular school year.

Mr. Smith requested a caucus. At 6:12 p.m. Chair Sullivan declared a recess. At 6:24 p.m. Chair Sullivan called the meeting back to order. The floor was open for discussion.

Mr. Fahy clarified that the proposal from the Board negotiators was providing \$215 for another professional development day which in essence means there is no pay raise. Mrs. Ricks responded that the teachers taking a step (career increment step) would receive a raise. Mr. Smith noted he does not take a step this year. Mrs. Ricks responded if the DEA negotiators were not interested in the proposal that was okay, she wasn't there to make people angry. She added they were trying to be creative with the money that was available. Mr. Smith said that he would agree with the slowdown that they have to be cautious. He added that the DEA negotiators have made a lot of good points about the graduated personal leave and the Board negotiators had met them half way. Mr. Smith referenced last summer's negotiating session where Mrs. Fehr was concerned with the slow down and didn't think the public's perception of a 7.5% raise would be perceived positively by the public. At that time there was a 3.5% pay raise and \$3,500 across the board flat raise. Mrs. Fehr responded that what the Board negotiators were hearing was the DEA negotiators wanted more money put on the base rather than the flat amount. Providing the graduated personal leave there's a day for a day. She added the Board negotiators were trying to stay within the limits and restrictions put on them by the Board. Ms. Berglund explained at the elementary level the teachers may find out a week in advance there is a half day training or a couple weeks before that they need to watch another teacher. She couldn't see where another professional development day added during the school year would solve that problem. Mrs. Ricks said that was good information and thanked her for the feedback. Mr. Fahy recognized the \$215 increase on the calculating base was only about .5% increase which may not cover the cost of the proposed insurance increase and they would be going backwards. Mrs. Fehr responded that she thought they had figured that out and no one was going to be going backwards. The worst case scenario was a raise of about \$40. She said that was a fair point Mr. Fahy brought up. Mr. Smith referenced his situation being in between career increments and if his family insurance would increase by 10% his share would be \$270; about \$480 per year would come out of his pocket. He noted for those at the bottom end it would be a wash. He didn't know if this would be a positive step in the right direction to retain and recruit teachers. Mr. Fahy stated he did not think the proposal would be ratifiable by the DEA. Mrs. Ricks asked for clarification if there was interest in the extra professional development day. Mr. Fahy responded there was no interest in the proposed package. He noted if any portion of the proposal is rejected the entire package was rejected. Mrs. Fehr inquired if there was a counter proposal or was there anything they would like to talk about. There was discussion regarding the cost of the salary proposal. Board negotiators explained the cost was \$642,411 and the DEA negotiators thought it was closer to \$540,000. After discussion it was agreed that the DEA negotiators needed to make sure they had the same numbers and to provide an opportunity for the DEA negotiators to see the correct calculations. At 6:40 p.m. Chair Sullivan declared a recess. At 6:43 p.m. Chair Sullivan called the meeting back to order.

Chair Sullivan provided a brief explanation where there was initially a difference in the numbers. After the recess both sides agreed the amount was \$642,411. There was a cell that was left at zero because the

administration did not want to assume that there were going to be career increments because of something that could be negotiated so when the number of potentially 30 career increments for next year was plugged in the numbers came out the same.

Mr. Fahy inquired if the Board negotiators had anything else. They did not. Mr. Fahy said they had something in mind but their proposal was an all-in-one package. He explained the initial proposal from the DEA was high and part of the negotiations was to give and take. The DEA negotiators knew their members had two things that were important; the graduated personal leave and taking care of the veteran teachers. He added the DEA negotiators were willing to negotiate on the base because they knew they came in high. Adding the professional development day and \$215 to compensate was basically a wash and he didn't think they could sell that to the membership. Mrs. Fehr responded the graduated personal leave and the career increments was set up to benefit the veteran teachers and added there were many things already put into the salary schedule that benefit the veteran teachers. It was not the intention to short anyone else and they were not asking teachers to go back but they were trying to be as fair as possible. Mrs. Ricks understood the career increments was every other year and on the off year the teacher would not get as much of a pay raise. She added that if that was a problem maybe they could look at that. Mr. Fahy felt the career increments was set up many years ago and it was done very well and it was not something the DEA negotiators would be willing to discuss because it was for the teachers. He said the DEA negotiators could take a couple of minutes and discuss their proposal but the salary would stay the same. Mrs. Fehr noted that the Board proposal was a "bare bones" proposal and with the career increments it was about \$773,000. DEA negotiators requested a recess. At 6:48 p.m. Chair Sullivan declared a recess. At 6:57 p.m. Chair Sullivan called the meeting back to order and opened the floor for discussion. The DEA negotiators did some number crunching and calculated that \$215 was about a \$.40 per hour raise, roughly 38.75%. They had a counter offer of \$1,200 on the calculating base which was approximately \$1,194,000. It was about a 5.3% raise. Mr. Smith said the amount was significantly below the 6.5% that had already been set as a precedence in the District. Mrs. Fehr said that the Board looks at it differently. Because there are people losing their jobs and the community could be going into a recession and the District continues to lose students she could not agree that 6.5% had been a precedent. They have to look at what's available in the budget. Mrs. Ricks explained that in order for them to receive approval from the Board on the graduated personal leave they would need something in order to sell it because of the student focus. Mr. Fahy responded that they had given a lot, they dropped the salary index, and they dropped one of the personal days, and noted the contract has to be ratifiable by both sides. Other than the salary they have given half of what they came in with. Mrs. Fehr said that the DEA knew the salary amount they came in with was not realistic. Mrs. Fehr requested a recess. At 7:02 p.m. Chair Sullivan declared a recess. At 7:27 p.m. Chair Sullivan called the meeting back to order and opened the floor for discussion.

Mrs. Fehr stated the Board negotiators had a counter proposal. She summarized the changes in the proposal. The proposal no longer addressed removing the references to the school board policy, it added the floating professional development day with a sunset clause in 2018, it added one graduated personal leave day with a sunset clause in 2018 as well, and then an offer on salaries. The proposed salaries was available in a salary schedule. Mrs. Ricks explained the salary schedule offered \$450 on the base. The total cost was \$928,949 including the floating professional development day and the graduated personal leave. The minimum raise to any cell for somebody who is not taking a step was \$630 which would more than cover the health insurance proposed increase. A new teacher starting salary would be \$44,469. She explained a cell at BS32 and step 10 would be \$61,601. The maximum in 15 would be \$72,353. The salary schedule was distributed to the negotiating team. Mr. Smith inquired what the amount was budgeted for the optional professional development day. Mrs. Ricks responded \$124,715 at 270.13 staff. Mr. Smith inquired if that was assuming everyone would attend. Mrs. Ricks responded that the District had to budget for everyone attending. Mrs. Fehr added the reason for the sunset clause was to find out how many would take the opportunity for the floating professional development day. Mr. Schobinger said that the floating professional development day was something that both sides agree was a good thing. He thought there would need to be a lot of discussion before implementing it for next fall. He felt the

discussion would take about a year. Mrs. Fehr said the Board negotiators had discussed it and felt that very few would be using it this summer. It would have to be planned out and taken on a non-contract day. If it is put off until next year then there will be the same issues with it happening right before summer. Mr. Schobinger suggested starting the discussion soon. Mrs. Fehr responded that the discussion started last negotiations. The idea was shared with the Board and they were somewhat favorable. That's why it came up again. Mr. Schobinger felt a lot of the logistics needed to be worked out. Mr. Smith referenced the sentence about the administration determining a system of accountability for providing evidence of the professional development day and the approval of the superintendent. He said the DEA would like some input on the language. He said if it is approved by the building administrator why would the superintendent need to approve it since it had already been budgeted. Dr. Sullivan and Mrs. Fehr could understand his point. Mrs. Fehr said that from the Board's perspective, for every policy that the school board has there are regulations that the superintendent develops in order to carry out that policy and from their perspective they would assume that the superintendent would develop some sort of criteria. Mr. Schobinger suggested a group of Board members and DEA members get together and discuss the logistics. Mrs. Ricks responded that some kind of Memorandum of Understanding could be drafted.

Mr. Fahy said the DEA negotiators had a counter offer and they believed it was a bare bones offer. The proposal had an either/or. The proposal had no professional development days with a Memorandum of Understanding that it would be discussed during the 2016-2017 school year. Additionally, the offer had a three day graduated personal leave, \$750 on the base and the remainder of the contract language would remain the same. Or, no professional development with a Memorandum of Understanding, a graduated personal leave as they had presented with three days at year 11 and four days at year 16, and \$600 on the base. He expressed this was the bare minimum they could sell. Mrs. Ricks inquired regarding the references in the contract. Mr. Fahy responded it was as per the agreement now. He added the teachers do understand there are school board policies. The graduated personal leave was very important to the membership. There was discussion regarding the graduated personal leave and DEA negotiators shared that many teachers don't take their personal leave day(s) and take the buyout instead in response to the Board negotiator's concerns regarding additional time the teacher is out of the classroom. There was further discussion regarding the sunset clause on the graduated personal leave to get a history. Mr. Fahy suggested more than two years on the sunset clause. There were comparisons used with the emergency leave sunset clause from a contract several years ago. There was discussion whether the team should take a recess or adjourn the meeting and schedule the next meeting. Consensus was to go into recess for the benefit of the Board negotiators to review the proposal. Board negotiators could not guarantee the outcome would be different than before the meeting. Mr. Fahy stressed the one thing the DEA negotiators have advocated for was the graduated personal leave. Mr. Smith said they had tried to work with the superblock and that was going to hopefully be addressed. They have talked about other issues and hopefully it will go into policy regarding outside the contract work so that would never happen again because it's extremely uncomfortable for both sides. He added the other items the DEA negotiators have conceded. Mr. Fahy reiterated how important it was to know that they were down to the bare bones and they knew the number that they put out there initially was high but they were down to where they could be. Consensus was to recess. At 7:47 p.m. Chair Sullivan declared a recess. At 8:14 p.m. Chair Sullivan called the meeting back to order and opened the floor for discussion.

Mrs. Ricks said the Board negotiators talked and had come up with a proposal that would be acceptable with the Board. Mrs. Fehr said the proposal included three personal leave days on the graduated personal leave as proposed with a two year sunset clause. Mrs. Ricks added there would be \$650 on the base. There would be no floating professional development day nor a Memorandum of Understanding; they would be dropped for now. Mr. Fahy said he believed he could sell the proposal minus the two year sunset clause. Mrs. Ricks inquired what kind of a sunset clause would they need. Mr. Fahy responded none or a longer term. After discussion Mrs. Ricks proposed a four year sunset clause. The DEA negotiators said they would take it to the membership and try it without any promises. Mr. Fahy said they would want it in writing and Mrs. Fehr said they would put it in writing. Superintendent Sullivan added the language on the sunset clause would mirror the language on the emergency leave sunset clause. Mrs.

Fehr stated the average raise would be 3.6%; \$886,423 in salary increases alone. A first year teacher would be making \$44,713. The total proposal cost was \$916,424. Mrs. Fehr asked the DEA negotiators to walk through the process. Mr. Fahy said they would not need to meet again, he would stop down and sign the proposed agreement. Mr. Smith will call a meeting of the DEA as soon as possible. The meeting would possibly be later this week or early next week and then the DEA would meet again seven days later to vote and ratify the agreement. Every effort would be made to expedite the agreement. Hopefully that would be late next week or early the following week at the latest. Board negotiators clarified that Dr. Sullivan would create the language of the agreement tonight into a document that Mr. Fahy and Mrs. Fehr would stop in and sign at the Central Office tomorrow. Copies of the written and signed tentative agreement would be provided to both teams.

Debrief – Chair Sullivan summarized the meeting. There were a variety of proposals submitted by both parties throughout the evening. The ultimate tentative agreement has graduated personal leave of three days beginning year 11 in years of experience with a four year sunset clause. Additionally the agreement has \$650 on the calculating base. The four items that were tentatively agreed to at a previous meeting would also be included in the agreement. He listed those four items as being the language cleanup, recruitment of highly qualified and experienced teachers, the definition of national certification, and the definition of a teacher. The tentative agreement will be presented by both parties; to the school board and to the members of the DEA, and hopefully by May 19 there will be contracts issued for 2016-2017.

At 8:29 p.m. Chair Sullivan declared the meeting adjourned.

Dated this 21 day of June, 2016.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator