



DPS/DEA Negotiations Meeting #3

Minutes

Wednesday April 20, 2022; 4:30 p.m.
Professional Learning Lab

Negotiators Present:

Representing the School Board - School Board Vice President Kim Schwartz, School Board Member Michelle Orton, and Assistant Superintendent Keith Harris.

Representing the Dickinson Education Association (DEA): Lincoln Elementary Third Grade Instructor Kelly Smith, Lincoln Elementary Fourth Grade Instructor Karl Leggate, and Dickinson High School Chemistry and Physics Instructor CaraLee Heiser.

Others Present – Superintendent Dr. Marcus Lewton, Business Manager Stephanie Hunter, Susan Pankowski, Tammy Meschke, Alicia Focht, JoAnn Coates, Madelyn Ohene-Ntow, Lee Mehrer, Naomi Thorson, Chelsea Hartman, Kalindi Brandvik, Clarence Hauck, Nichole Tooz, Megan Morey, Dana Price, Brenda Loney, Maggie Lehman, Diana Stroud, Susan Moberg, Shantel Twogood, Amy Sherer, Kim Stockert, Alyssa Wagner, Melinda Fridrich, Carla Schaeffer, Kandace King, Amy Kuehl, Crystal Hoerner, Jill Nelson-Wetzstein, Shary Smith, Leah Campbell, Rachel Burns, and Twila Petersen.

Call to Order – DEA President Shawna Knipp called the meeting to order at 4:30 p.m.

Review Attitudes for Teacher Negotiations – Chair Knipp asked team members to review the Attitudes for Teacher Negotiations and team members took turns reading the attitudes.

Review Ground Rules – Chair Knipp noted that by mutual agreement she would be chairing future meetings. This would require changing No. 5 in the Ground Rules. By consensus, No. 5 of the Ground Rules will be amended to read the meetings will be chaired by the DEA president. The amended Ground Rules will be presented at the next meeting for signatures.

Review and Approve the March 30, 2022, Meeting Minutes – Mrs. Schwartz moved to approve the March 30, 2022, Meeting Minutes. Mrs. Heiser seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Continued Discussion of Topics Rationale and Proposals

Transition Paychecks from 10 Paychecks to 12 Paychecks – Mrs. Hunter said she had sent an email to 35 certified staff that are currently receiving 10 paychecks. She received good feedback. Three of the responses were not in favor of transitioning to 12 paychecks. The remainder were receptive and open to the change.

Mr. Leggate said that the DEA negotiators suggested grandfathering in those currently receiving the 10 paychecks and then any new (certified staff) hired would automatically be placed on 12 paychecks. He added no one else may select the 10 paychecks option. Mrs. Knipp noted the proposed language from the DEA was emailed to the team last night. Mrs. Schwartz said they were fine with the language but recommended removing the language “or are no longer employed by the district.” By consensus there was a tentative agreement on this topic.

Graduate Hours Language – Chair Knipp noted the DEA had emailed its proposed language late last night. Revisions are highlighted below.

B. Graduate Hours

2. Application for Additional Credit - Application must be made to obtain approval for credit. The following procedure shall be followed to gain approval:
 - a. Make application to the building principal by May 10. In special circumstances, the application may include anticipated courses not yet identified. **Annual contracts will reflect approved graduate credit applied for by May 10.**
 - b. ~~The principal submits the application to the superintendent or designee for approval or disapproval by May 20.~~ The principal shall submit the application to the superintendent or designee for approval or disapproval within **10 15 business days** of the receipt of the application if said application is submitted between August 15 and June 15. ~~(this would require action anytime of the year within 10 business days).~~
 - c. ~~The teacher will be notified by June 1 of the action taken.~~ The Teacher will be notified within **10 15 business days** of the action taken by the superintendent or designee. The teacher may request a review of the decision with the superintendent.
 - d. **If no notification has been provided to the teacher in writing, within 20 days of submission, the grade credits will be automatically accepted and approved.**

Mr. Leggate referenced the language in the agreement. He said he understood the 10 days had been agreed upon at the last meeting. Board negotiators concurred. He noted a question came up with the DEA negotiators in the instance if the application was not approved or denied or decision was not made (within the 20 days). The DEA added section “d” to address these concerns. Mrs. Schwartz said it was difficult to support this language as there could be scenarios where someone was out for two weeks, such as an administrator who needs to approve the leave. Mr. Leggate inquired what happens if no action was taken. He added they were open for suggestions. Mrs. Orton said it was going to be a case-by-case basis and realizes the process needs to be improved. Mrs. Schwartz inquired if a teacher did not receive notification by day 19, would the teacher take it upon themselves to contact the District and inquire? Mrs. Heiser responded she would not wait until day 19. DEA representatives gave examples of instances where it was happening now where there are no responses received. One example was an application submitted on July 1 where there still has not been a response. Mrs. Schwartz requested more time to discuss this with administration and Central Office. Mr. Leggate said they would like some language that ensures the process moves along.

Mr. Harris said that he understood. Oftentimes applications were submitted and placed into a file and at the end of the year they were taken care of in a batch. He acknowledged the team agreed to the 10 days with the 20-day maximum and this will be in the negotiated agreement. This will force the District to step up and do a better job of being timely in the approval process because the language will be in the agreement and had not been in the agreement before.

Mr. Leggate explained if it was in the agreement and the application goes beyond the allocated response time, it will force the applicant to file a grievance. It will go through the grievance process and potentially be approved. He felt this should not have to go to that extent to find out if the coursework was acceptable or not. These will be unique cases.

The consensus was to table this topic until the next meeting.

PTO and Bereavement – Chair Knipp inquired if Mrs. Ziegs had researched the data regarding the April 13 leave requests. Mr. Harris reported the data indicates out of the 31 certified staff that requested leave, there were 21 requesting a full day off, four certified staff requesting the morning off, four certified staff requesting the afternoon off, and two certified staff requesting 1-2 hours of leave.

Mr. Leggate inquired how many of the leave requests were from certified staff who will be retiring or are near retirement because the PTO does not affect them. Mr. Harris responded that information could not be researched because Mrs. Ziegs was unavailable. He added he had a concern with looking into those specifically at or near retirement because of unintentionally pitting staff against staff and casting any type of reflection. He did not wish to give the perception that a retiring certified staff would not care. This could be a detrimental consequence. He said they could look into it but recommended caution. Mr. Leggate said the professional development for April 13 was looking at the standards for next year and the retirees were not going to be in the District next year. Mr. Harris responded that he would hope that the professional development information would be beneficial for all teachers including the seasoned teachers who could provide valuable input. DEA negotiators inquired what was the date the data was pulled since there was a blizzard on April 12. Mr. Harris responded the data was pulled on April 7, 2022, and was before the blizzard forecast.

Following are the revisions from the DEA negotiators regarding PTO Leave that was emailed to the team last night. Revisions are highlighted.

VI. LEAVES

A. Paid (PTO) Leave

1. DPS teachers will receive a total of thirteen (13) days of paid time off (PTO) leave per year. PTO shall be used for all types of leave (i.e. personal leave, sick leave, vacation, ~~bereavement~~) before accumulated sick leave may be used ~~except in the case of required COVID leave where teachers can use accumulated sick days with documentation from the state.~~ At the end of each contract year, ~~or and~~ upon the last teacher workday, any unused PTO will automatically be converted to accumulated sick leave and added to each DPS teacher's individual sick leave as governed by Section VI(B).
- ~~2. In order to ensure the safety and well-being of students and staff, except in the case of an unexpected illness, emergency, or unusual circumstance, PTO will be reported to and approved by the building principal. A request to use PTO leave must be approved by the building principal before the employee is authorized to take the leave. A leave request may be denied if the employee's absence would unduly disrupt the operations or services of the District. Use of PTO shall be limited to six (6) 5 (five) consecutive contract days unless accompanied by medical documentation. Unless waived by the superintendent, PTO shall not be granted for the first or last five (5) days of the school year. Unless there is an unexpected illness, emergency, or unusual circumstance, board policy designates there are certain days in the school calendar that PTO will not be granted without approval of the superintendent or designee. Those days include:~~
 - ~~• Before or after a holiday or break in school attendance~~
 - ~~• During the first or last five student contact days of the school year~~
 - ~~• Professional development days including early release days and contract days prior to the first day of school;~~
 - ~~• Parent-teacher conferences.~~
3. PTO leave may be taken in minimum amounts of one (1) hour at a time with ½-hour increments after the first one (1) hour.
- ~~4. The change from sick/personal leave to PTO will be implemented at the beginning of the 2021-2022 contract year as a pilot program. Members of the DEA's negotiations team and the School Board's negotiations team will meet on a mutually acceptable date prior to May 13, 2022, to review and, if needed, revise the PTO replacement clause. If it is determined that PTO is not mutually acceptable, the Certified Agreement will revert to the 2020-2021 negotiated agreement "Leave" language.~~
5. ~~In the event PTO is not mutually acceptable, the DPS teachers may choose~~

~~to convert two (2) unused PTO days to their Personal Bank, as long as they do not exceed their six (6) allowable days, for use during the 2022-2023 school year. The remaining unused PTO days will be converted to the teacher's sick leave bank if they are not at the accumulated 120 days.~~

Mrs. Smith referenced the Paid (PTO) Leave language and noted the DEA agreed to the change of the limited PTO from six days to five consecutive contract days. She noted in the revisions, there was language added by the DEA negotiators for an exception to using accumulated sick leave for COVID leave. Mr. Harris responded this would be relevant for this year (COVID leave) and he was not sure if it would be relevant for future years. He suggested caution on language that potentially was not relevant. Mr. Leggate said the concern was the leave was required due to a health issue and the DEA negotiators felt they were being penalized for having to take the required leave. The DEA negotiators would like language to reflect that COVID leave was allowed from accumulated sick leave. Mr. Harris suggested tabling this topic and try to find some common language to suit both parties that were not time specific.

Mrs. Smith referenced the newly added language from the Board, "A leave request may be denied if the employee's absence would unduly disrupt the operations or services of the District." She inquired how this would look across the District, specifically "unduly." Mrs. Schwartz responded with an example if the District did not have teachers in a classroom and would need to send the students home. Mrs. Smith inquired how the building principal would make those decisions, would there be parameters to follow, and how would it be consistent? Mrs. Schwartz responded that every building operates and functions differently. One principal might handle it one way and another a different way because they know their building and the needs. Mrs. Smith added if there would be a percentage of the number of staff that could be out. They do not feel the added language would solve the problem of being in a substitute teacher shortage. She noted in some buildings the leave was being approved and in other buildings it was being denied.

Mrs. Smith referenced the blackout dates and said that the professional development dates are an issue with some people not attending (professional development). She suggested having professional development that fits everyone's needs and being more valid in the classroom which would reflect more attendance (in the professional development). Mrs. Schwartz said the Board was willing to take out the language "Before or after a holiday or break in school attendance" as blackout dates but keep the remaining blackout dates. Mrs. Smith responded the DEA was willing to keep the blackout dates of the "first or last five contract days of the school year." She used an example of being pulled out of her classroom for 3-4 half days for grade-level meetings and then needing to attend a doctor's appointment. She said there was no time to have a doctor's appointment where she did not need to plan for a substitute or have her students miss instruction time. Therefore, she might choose the half-day (of professional development). Mrs. Schwartz responded that she would hope the teacher would communicate with their building principal explaining their valid reasons.

Mrs. Schwartz said that the language comes from surveying the teachers at the beginning of the year and asking the certified staff what they need. The response from the survey was they wanted time to review standards and collaborate. She added if the teaching partner is gone, it affects the others. That was one of the reasons professional development should be in there (as a blackout date). Mrs. Orton added one of the concerns that was brought up was the partner taking that time off and then they cannot do the collaboration.

Mrs. Heiser referenced the blackout dates and said they do not wish to have the dates because they are restrictive. She referenced two big issues; one being the effectiveness and added value to the certified staff in the professional development provided. The second issue being the substitute teacher (shortage) issue. If the substitute teacher issue improves, she could see fewer teachers taking leave on the professional development days knowing that finding a substitute and finding a good substitute was no longer difficult. She agreed that having open communication with the building principal was important.

Mr. Leggate inquired how many teachers took parent/teacher conferences off and used PTO time for that. Dr. Lewton responded it could be researched. Mrs. Smith said another reason for taking off the professional development could be to attend a child's sports activity. Mr. Leggate inquired if sports practices would be allowed during the professional development time. He said this had happened at the high school. Dr. Lewton responded that could happen if there was a coach from outside the District, such as a college student.

Mrs. Schwartz referenced the language, "A leave request may be denied if the employee's absence would unduly disrupt the operations or services of the District," she said this was the language the state employees are under.

Mrs. Schwartz inquired if the DEA negotiators would like to table this topic. There was an agreement on the five days and the bereavement. She noted if there was not some type of agreement on the PTO language it will revert to the previous language.

Mrs. Knipp inquired if HIPPA laws would be violated if the employee was entering (in Frontline) the reason for the leave since the teacher has to get administrative approval. There was no way of distinguishing between sick leave and medical leave in Frontline. If the principal has to deny a leave request because too many teachers are out, it could be forcing the teacher to divulge their medical condition to explain the necessity to go to a doctor's appointment. Mrs. Schwartz responded that the conversation needs to go back to the principal. She referenced the previous language for sick leave. If it reverts to the previous language, the language is already in there.

Mr. Harris felt Mrs. Knipp's concern was valid and believes the approval process would not be an intrusive one. The rationale shared early on provides a way to open up communication between the administration and the staff, and it also provides a safety net for the functioning of the school. He said that every one of the 10 largest school districts requires staff to have approval in advance for leave to be taken. He added this was legally sound ground not meaning to be overly intrusive. It is a way to ensure the lines of communication are happening. He added it would be hard to use a percentage as a threshold for leaves because, in a scenario where all of the third-grade teachers in a building could be out if all the leaves were approved, that would still potentially be below the threshold but 100% of the grade level.

Mr. Harris had asked the administrators at a previous Cabinet meeting what criteria the Cabinet would use to make decisions about prioritizing leave to be approved. Four things they said were: 1) first submitted, first approved, 2) a collaborative conversation between the teacher and administration, 3) consider reasons for the request, and 4) the date of the request.

Mrs. Heiser said that the DEA negotiators did not know if there was an issue and asked if there was a way of opening the line of communication without changing PTO language that requires the need of approval or disapproval of leave. She appreciated the input shared about Cabinet. She used an example of travel plans this weekend and having to leave on Friday instead of Saturday due to a potential snowstorm. She was worried the leave could be denied and therefore she would be losing money already paid for the travel plans.

DEA Negotiators requested another year without COVID to have more accurate data. By consensus, this topic was tabled until the next meeting.

2022-2023 Salaries – Chair Knipp said the DEA had proposed language that was emailed out last night.

II. SALARY

C. Horizontal Movement

1. The Application for Additional Credit must be completed to receive credit for graduate course work which will be used for horizontal movement. A teacher may move horizontally as many lanes as credits dictate. All credits should be approved prior to enrollment in the course. Failure to do so may result in the course not receiving full credit.
2. If an employee intends to request a horizontal movement for the upcoming school year, the employee's notification of intention must be received by the Human Resources office by May 10. All transcripts or verification of successful course work completion must be submitted to the CAO by the last Friday in August. Unless good cause is shown, transcripts received after this date, or courses that have not received approval for credit by application, will be credited to the following contract year subject to approval and verification.
3. ~~There will be no horizontal movement in the 2022-2023 contract year.~~

D. Vertical Movement

Maximum vertical movement on the salary schedule is one step per year. There was no vertical movement for the 2009-2010 contract year. ~~There will be no horizontal movement in the 2022-2023 contract year.~~

III. EXTRACURRICULAR ACTIVITIES

1. A maximum of two (2) years of previous experience will be accepted for any extracurricular position.
2. The experience may be either in-district or out-of-district but must be in the same activity. For example: football coaching experience is not acceptable for a basketball coaching position but assistant junior high track coaching experience is acceptable for the head varsity track coaching position.
3. ~~There will be no Extracurricular pay schedule movement in the 2022-2023 contract year.~~

Mrs. Heiser said they struck out the items where it said no vertical movement, no horizontal movement, and no extracurricular pay movement (put those three items back in the agreement). She said they met with Mrs. Hunter and Dr. Lewton and had a good open conversation. They discussed options. There were options then shared with the DEA membership. The DEA membership agreed to make a change to their contribution to TFFR. The DEA negotiators proposed a change to TFFR contribution by Dickinson Public Schools from 3.5 (%) to 2.5 (%) and the staff absorb the 1%. Mrs. Heiser stated in doing this change, with all the numbers that Mrs. Hunter presented, there would be enough money for steps and lanes and the career increments. She said it was not a decision taken lightly. The change to TFFR (additional percentage paid by the District) was not done too long ago. As a group, the DEA saw the need for cooperation on their part to assist with the progress of this topic.

Mrs. Schwartz responded and thanked them for taking the time to meet with Mrs. Hunter. She said the proposal has some ripple effects. It would require the administrators to also take a 1% decrease of the amount the District would pay towards their TFFR and the administrators also would need to absorb the additional 1% of the TFFR. Mrs. Orton added that the Board negotiators would not be able to negotiate for the DEA for the administrators' TFFR change. The DEA negotiators were receptive to having a meeting with the Dickinson Administrative Council negotiators. Dr. Lewton offered to help coordinate a meeting.

Educator Workday – Since the Salaries topic was tied into the Educator Workday, by consensus, this topic was tabled.

Formation of Salary Schedule Committee – Dr. Lewton said that the administration found some Memorandums of Understanding that would be rough drafts to address concerns collaboratively and essentially create some beliefs. These would be brought to the next meeting.

Mr. Leggate inquired regarding the salary schedule if anything was being done to push up the chain instead of pushing down the chain. He used an example of working with the legislature. Dr. Lewton responded the North Dakota United and the North Dakota Council of Educational Leaders pushed hard last time just to even get the 1% and 1%. He said the groups need to work collaboratively. Mr. Harris added he testified in the session subcommittee advocating for school funding and to support a healthy funding formula. He knew Dr. Lewton also testified on the floor during the last session on different funding aspects. Mr. Harris added members of the teaching staff had testified at senate committee hearings.

Memorandum of Understanding - By consensus, tentative agreements will be reviewed at the next meeting for signatures on topics that have been agreed upon.

Schedule Fourth Meeting – By consensus, the next meeting was scheduled for Wednesday, May 4, 2022, at 4:30 p.m. at the Professional Learning Lab.

Build Agenda for Fourth Meeting – Chair Knipp summarized the agenda for the next meeting to include the review and approval of the minutes from the April 20, 2022, meeting and to continue the discussion of the topics, rationales, and proposals. The topics to continue discussion include graduate hours language, PTO and bereavement, 2022-2023 salaries, educator workday, and the formation of a salary schedule committee and review of the Memorandum of Understanding for the Salary Schedule Task Force. The team will sign the Memorandums of Understanding on the tentatively agreed topics.

Debrief – Mrs. Petersen summarized the meeting. The minutes from the March 30, 2022, meeting were approved as presented and signed by the parties. The Board and the DEA emailed proposals on April 19, 2022, and those proposals were referenced in tonight's meeting. By consensus, there was a change to #5 in the Ground Rules which will be brought back to be signed.

The team continued the discussion regarding the 10 paychecks versus 12 paychecks. There was a tentative agreement on the 12 paychecks for the new employees and grandfathering in those that were on the 10 paychecks schedule.

The team continued the discussion on graduate hours language. Both parties agreed to table the discussion. There was a lengthy discussion on PTO and Bereavement with both parties agreeing to table this topic. The DEA presented a proposal where the TFFR amount paid by the District would reduce from 3.5% to 2.5% which would provide the ability to have steps and lanes and career increments. Both parties agreed to table the topic of the 2022-2023 salaries. The DEA will be reaching out to the administrative negotiators and Dr. Lewton to schedule a meeting. The Educator Workday topic was tabled.

At the next meeting, there will be a Memorandum of Understanding on the Formation of the Salary Schedule shared by the Board negotiators.

There was a new tentative agreement on the 10 paychecks versus the 12 paychecks.

Adjournment – Chair Knipp declared the meeting adjourned at 5:36 p.m.

Dated this 4th day of May 2022.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator