



DPS/DEA Negotiations Meeting #4

Minutes

Wednesday, May 4, 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 –Business Manager Stephanie Hunter, Human Resources Manager Meghan Ziegs, JoAnn Coates, Susan Pankowski, Maggie Lehman, Donna Abrahamson, Laura Bloom, Tammy Meschke, Carolyn Carroll, Jolene Gress, Toni Frank, Nichole Tooz, Shary Smith, Chelsea Hartman, Naomi Thorson, Brenda Loney, Audra Galster, Carla Schaeffer, Dana Price, Megan Morey, Madelyn Ohene-Ntow, Lyle Smith, Ellen Getz, Amy Sherer, Kandace King, Shelly Wolberg, Jill Nelson-Wetzstein, Alicia Hutzenbiler, Amy Kuehl, Kim Stockert, Crystal Hoerner, Michelle Bechtold, Dickinson Press Reporter Jackie Jahfetson, and Twila Petersen.

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

Mrs. Orton requested to address the team and audience. She felt there may have been a lack of or misunderstanding as to what the expectation of the teachers was to reach out to administrators for a meeting to discuss the proposal. It was not the intent of the Board negotiators to create any confusion for either party.

On behalf of the Board, Mrs. Orton said they do appreciate everything the teachers do for the District every single day. She shared the positive experiences her children have had at Lincoln Elementary and Dickinson Middle School. Mrs. Orton knows, as an educator herself, that many challenges are being placed on the teachers. Challenges could be behavioral issues, crowded classrooms, etc., and the feeling of not getting to teach but be more of a counselor.

Mrs. Orton said that the Board and administration wished it could compensate the teachers for every single thing they do but the Board's role was to be fiscally responsible and continue to take care of the employees. She expressed that the collaborative bargaining has been great. She has enjoyed working with the team and having solutions brought to the table and hoped it continues and that common ground could be found.

Review Attitudes for Teacher Negotiations – Chair Knipp asked team members to review the Attitudes for Teacher Negotiations.

Review Revised Ground Rules and Approve – Chair Knipp noted the team mutually agreed to revise Ground Rule No. 5 where the meetings are chaired by the DEA president. An amended draft had been shared with the team. Mrs. Schwartz moved to approve the amended Ground Rules as presented. Mr. Leggate seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Chair Knipp referenced the Ground Rules where it stated the target date for completion of the negotiations was May 4, 2022.

Review and Approve the April 20, 2022, Meeting Minutes – The minutes from the April 20, 2022, meeting had been distributed to the team. Mrs. Schwartz moved to approve the April 20, 2022, Meeting Minutes as presented. Mrs. Heiser seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Memorandums of Understanding on Tentative Agreed Topics to Review and Approve – The draft tentative agreements for the one-year agreement, language cleanup, full-time benefits, and the transition to 12 paychecks had been distributed to the team. A correction was made to the agreements to reflect that it pertained to the 2022-2023 negotiations. Chair Knipp read the language in each tentative agreement.

One-year Agreement – Mr. Leggate moved to approve the Tentative Agreement for the One-year Agreement as presented. Mrs. Orton seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Language Cleanup – Mrs. Schwartz moved to approve the Tentative Agreement for the Language Cleanup as presented. Mrs. Smith seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Full-time Benefits versus Part-time Benefits – Mrs. Schwartz moved to approve the Tentative Agreement for the Full-time Benefits versus Part-time Benefits as presented. Mrs. Heiser seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Transition Paychecks from 10 Paychecks to 12 Paychecks – Mrs. Heiser moved to approve the Tentative Agreement for the 12 Paychecks versus 10 Paychecks as presented. Mrs. Schwartz seconded the motion. A voice vote was taken on the motion. The motion carried unanimously.

Continued Discussion of Topics Rationale and Proposals

Graduate Hours Language – The DEA negotiators had emailed a proposal to the team. Below is the section regarding Graduate Hours with the newest revisions from the DEA changes highlighted.

II. SALARY

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 noted the parties agreed to the language with the exception of “d.” which was added by the DEA negotiators. Board negotiators concurred. Mr. Leggate stated the DEA negotiators were willing to strike out “d.”. Mrs. Schwartz referenced the 20-day time limit and noted there could be instances where a mistake could happen, and a request not responded to in a timely matter. She would hope if this would happen, it would be brought to the attention of the administrators. Mr. Leggate stated the biggest concern from the teachers was to have some assurances it was going to happen (the request for credits would be processed promptly). By consensus, there was a tentative agreement on the graduate hours.

PTO and Bereavement

DEA negotiators had provided the following language in their proposal. Changes 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.~~ 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. These 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.~~

Mrs. Smith explained the statement of approval language (prior approval from the administration for leave) lacks protocol. She listed spring season athletics where teachers that are coaches tend to be gone. She used an example of another teacher having a doctor's appointment and inquired if the request would be denied (because the other teachers were out due to athletics). She used another example of a teacher on vacation whose flight was canceled and therefore could not return to work when anticipated. Mrs. Smith said the language does not cover unique situations. The DEA negotiators' compromise was for the teachers to be required to get approval for leave for only the blackout dates.

Mrs. Schwartz responded by referencing the Board's proposal and the need to have approval for leave. She said contracts were written to cover 99% of the individuals, therefore leaving 1% for the unknown. Mrs. Schwartz said that administrators and teachers stepped up knowing the consequences if the classroom was not covered. The District needs some assurance that the classroom will be covered. This was the Board's justification for the language. Mrs. Orton added there needs to be communication between the administration and the teachers in each of the buildings.

Mr. Leggate said the DEA negotiators concurred it was critical to have the communication. He inquired what would be the criteria for the approval or denial of a request. Mrs. Schwartz responded there may not be criteria and the Board negotiators asked if the DEA negotiators had suggestions. Mr. Leggate referenced the four basic criteria from the Cabinet that were mentioned at the last meeting. He wanted to make sure the buildings were treating the requests equally. Mrs. Schwartz responded that all buildings were different and there was not one uniform set of rules to cover every building because they are unique.

Mrs. Smith inquired if building principals will have the ability to revoke a request that has already been approved. Mrs. Schwartz responded that the principal may not necessarily revoke a request but have a conversation with the individual. She used an example at her work where she has time off but someone else needed the time off and she has offered to come in and work. She would hope that was what a principal would do. Mr. Leggate said the issue with the teachers was in the instances when the principal

could deny the request. He used an example where three teachers had to be out and therefore the fourth request would have to be denied because too many were out. Mrs. Heiser said they understood the buildings were different. They were looking for some consistency and if a hierarchy could be identified and the objectivity of the approval of the leave.

Mrs. Heiser inquired what could be explained to the DEA membership regarding the assurances. Mrs. Schwartz said that there would need to be a trust similar to the graduate hours and the need to trust them (the administrators). The concerns could be shared with the administrative Cabinet. Mrs. Schwartz expressed they have to have a way to keep the buildings open. Mr. Leggate inquired how often it happened where a building had to be closed because of staffing. He felt the administration was addressing the "what ifs" scenarios. Mr. Harris responded they (the administration) have come close (to closing a classroom or building). He inquired what would the administration do if they were in the position and could not function or if the school could not operate because all of the leaves were approved since the employees were at their liberty to take leave if they wanted to and could never be told "no"? He said the District would have to call the parents on the morning of the school day and have to notify the parents that school was canceled due to inadequate staffing. He said this would affect the community. Mr. Harris referenced the ability to ensure the operation of the school by having a safety net that gives the administrator the ability to make sure the school does not have to close. Mr. Leggate responded that the DEA needs to trust the administration to do what was right but there was no trust in return from the administration of the teachers since it has never happened before. Mrs. Smith added they would not let it happen. She said that not all the third-grade teachers at Lincoln are going to take a vacation together (at the same time). They would coordinate the leaves.

Mrs. Orton inquired if during the PLCs if the teachers talk about coordinating their time off. Mr. Leggate said in his group almost all of the time they are out of the classroom due to meetings. He later stated the teachers do talk about scheduling vacations (leave time). Mrs. Heiser added in her department they do communicate regarding leaves especially when they know they are going to have to help each other out. Mrs. Orton inquired if the teachers felt there were some buildings (building administrators) that would not approve the leave sometimes and if this was their concern. Mrs. Knipp and Mr. Leggate responded this was a concern as there were inconsistencies and some buildings were more stringent than other buildings.

Mr. Harris used an example of a fire sprinkler clause. The sprinklers have to be in the building in the event of the unthinkable. It needs to be there in hopes of never having to use them. The clause regarding the administrators needing to approve a leave was essential so that the administration has the ability to keep the building running. Mr. Leggate said that the teachers do not know what was going to "set off" the denial of the leave.

DEA negotiators requested an opportunity to caucus. At 5:04 p.m. the meeting recessed. At 5:16 p.m. the meeting reconvened.

Mr. Leggate inquired if there was an appeals process if a request for leave would be denied. Mr. Harris responded that there was not an appeals process written in the proposal. He did not see a problem with adding a process to include a timing factor. Mrs. Heiser inquired about the hierarchy of determining the criteria for K-5 and 6-12. Mr. Leggate said that would be beneficial for coverage for activities and personal leave also, particularly at the middle school and high school.

Mrs. Knipp added that the teachers were worried that there was a possibility that teachers will be denied (leave) because of an emotional reason rather than a factual reason. Mr. Harris would hope the decisions would be objective and there would be no subjectivity to them. Mrs. Heiser inquired if there could be some type of language drafted. Mrs. Schwartz reminded the team that the pilot on the PTO language expires next week Friday unless the team agrees on some language. The previous language stated there had to be approval for sick leave and personal leave. She asked if the DEA negotiators would like to table the discussion.

Mr. Leggate explained the teachers have been professionals and it was something (canceling of the classroom or closing the building due to inadequate staffing) that has never happened. They understand the importance of keeping the buildings open. There was no recourse for teacher denials of leave. Mrs. Smith referenced the blackout dates and suggested giving it another year to see how the PTO works out in the District. Mrs. Orton inquired if the team would like to table the topic and try and draft some language.

Mrs. Knipp referenced the Administrative Negotiated Agreement language regarding leave. She inquired who approves the leave for the administrators. Mr. Harris responded they were approved by the superintendent or the assistant superintendent. Mrs. Knipp said it stated (in the administrative agreement) that they may turn in their leave form immediately following a leave of absence. She said there was a trust that the administrators were being professionals and taking their leave like a professional. Mrs. Knipp asked that the school board trusts the teachers to be professionals and use their leaves the way they should and to know that they were going to communicate and the administrator needs to communicate with the teacher and not deny the leave but communicate with the teacher and let the teacher know if there was a conflict where there are too many teachers out due to a circumstance and ask if the teacher could come in (and work). She added that this was similar to the graduate hours where the teachers are trusting that the change will be made for a timely response to the requests for credits. If the change does not happen, it will be brought back next year for further discussion. Mrs. Knipp asked that there be a trust in the teachers to be professionals. If there was an issue where something happens, then it will be discussed again next year to make changes to the contract. She continued to state that if there was an issue with a building that has to shut down or all the CAO staff have to show up to prevent it from shutting down then it was an issue and one that has to be fixed and discussed again next year.

Board negotiators requested an opportunity to caucus. The meeting recessed at 5:24 p.m. At 5:28 the meeting reconvened.

Mrs. Schwartz requested this topic be tabled until the next meeting. DEA negotiators concurred.

2022-2023 Salaries – Chair Knipp stated this topic would need to be tabled until the next meeting. The teacher negotiators needed to wait and hear back from the administrative negotiators on their decision (regarding the teacher's TFFR requested change).

Educator Workday – Chair Knipp stated this topic would also need to be tabled until the next meeting.

Sick Leave – Mrs. Schwartz referenced the change made by the DEA negotiators under Sick Leave regarding the change from “~~per policy DKBC~~” to “~~per policy DKBC~~ at the rate of twenty dollars (\$20.00) per day.” She stated this was a conflict with the school board policy and striking out and amending the policy would need to be changed by the Board. Mr. Leggate said they wanted some assurances that the amount would not revert to a very minimal amount per day adding it could be changed by the Board at any time. Mrs. Schwartz stated they would need to trust the Board. Mr. Harris added this was placed in the policy to provide an incentive to the certified and classified employees who submitted their early resignation/retirement notification. DEA negotiators requested to table this topic.

PTO – Chair Knipp asked if there would need to be a meeting to ensure or extend the deadline of May 13, 2022. This deadline was in reference to the sunset clause on the PTO pilot. Mr. Leggate proposed extending the deadline to one more meeting to try and come up with PTO language that was mutually agreeable. Mrs. Schwartz recommended extending it to May 27, 2022. DEA negotiators concurred.

Formation of Salary Schedule Committee – A Memorandum of Understanding for the Salary Schedule Task Force had been emailed to the team before the meeting. Chair Knipp read the language in the proposed agreement. Mr. Leggate personally felt that the Salary Schedule Task Force could potentially be DPS employees together (not teachers in one committee and administrators in another committee).

Mrs. Schwartz concurred. This would change the language. Mr. Leggate gave his recommendations on how many administrators would serve on the committee; the activities director and one other administrator. Mr. Harris recommended the activities director and one administrator for elementary and one administrator for the secondary level.

Schedule Fifth Meeting – The next meeting was scheduled for Monday, May 16, 2022, at 5:30 p.m. There will be a DEA membership meeting on this date at 4:00 p.m.

Build the Agenda for the Fifth Meeting – Chair Knipp summarized the agenda for the next meeting. It will include the review and approval of the minutes from today's meeting and continued discussion of the topics including rationale and proposals. These topics include PTO and bereavement, the 2022-2023 salaries, the educator workday, the formation of the salary schedule committee with a discussion regarding the administrators on the task force, and the Board policy pertaining to sick leave.

Debrief – Human Resources Manager Ziegs summarized the meeting. The Ground Rules were amended and signed by the parties. There were signed tentative agreements on four topics. The four topics were the one-year agreement, language cleanup, full-time versus part-time benefits, and transitioning from 10 paychecks to 12 paychecks. The minutes were signed from the April 20, 2022, meeting as presented. The DEA emailed a proposal on Tuesday, May 3, 2022, to the team. There was continued discussion on the graduate hours with a tentative agreement. Other topics discussed included the topics of PTO and bereavement, 2022-2023 salaries, the educator workday, and the formation of the salary schedule committee, (and the sick leave policy). These topics were tabled.

Adjournment – Chair Knipp declared the meeting adjourned at 5:51 p.m.

Dated this 16th day of May 2022.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator