



DPS/DEA Teacher Negotiations Meeting #4

Minutes

Wednesday, May 5, 2021; 5:30 p.m.

Professional Learning Lab

Negotiators Present:

Representing School Board – Moderator Steve Brannan, School Board Vice President Kim Schwartz, and School Board Member Michelle Orton.

Representing Dickinson Education Association (DEA): Dickinson Middle School Mathematics Instructor Diana Stroud, Berg Elementary Grade Five Instructor Karl Leggate, and Dickinson High School Mathematics Instructor Jay Schobinger.

Others Present – DEA President Shawna Knipp, Human Resources Manager Meghan Ziegs, Susan Pankowski, Jolene Gress, Maggie Lehman, Leslie Wilkie, Amy Wyant, CaraLee Heiser, Nichole Tooz, Donna Abrahamson, Tammy Meschke, Shelly Wolberg, Naomi Thorson, Leah Campbell, Shary Smith, Lyle Smith, Brenda Loney, Kelly Smith, Geoff Greenwood, Sara Berglund, Jo Ann Coates, Jill Nelson-Wetzstein, Superintendent Dr. Shon Hocker, Assistant Superintendent Keith Harris, Business Manager Stephanie Hunter, and Twila Petersen.

Call to Order – The meeting was called to order by Chair Steve Brannan at 5:30 p.m. Chair Brannan saluted the teachers and staff and recognized them during Teacher/Staff Appreciation Week.

On behalf of the teachers and staff in the District, Mr. Schobinger thanked the Board for the bonus payment received and added it was very much appreciated. Board members responded they were happy to do it.

Additions or Deletions to the Agenda – There were no additions or deletions to the agenda.

Review and Approval of April 28, 2021, Teacher Negotiations Meeting Minutes – Draft copies of the minutes from the April 28, 2021, Teacher Negotiations Meeting had been emailed to the team before the meeting and were available at the meeting. Also available were draft copies of edits recommended by DEA negotiators to the minutes under the Salaries topic of discussion. The modifications were noted in red text. The modifications referenced statements from Mr. Schobinger regarding District revenue, expenditures, and rollovers. And included statements from Mr. Schobinger regarding the percentage of expenditures for teachers and administrators. The last section of additions to the minutes included Mr. Schobinger's references to the increase in the superintendent's salary. Mr. Schobinger requested the information referencing the increase to the superintendent's salary be struck out. Board members agreed. A voice vote was taken on the modified April 28, 2021, meeting minutes. The motion carried unanimously.

Tentative Agreement on One-year Negotiated Agreement – A tentative agreement on the parties negotiating on a one-year Professional Negotiated Agreement was signed by the parties.

Topics for discussion

Graduate Hours/Horizontal Movement (DEA) – DEA negotiators distributed a proposal for modifications to page 6 of the 2019-2021 Professional Negotiated Agreement. This had been emailed earlier today to the team. Below is information with revisions noted in red text.

B. Graduate Hours

1. Full credit for graduate/undergraduate hours earned for initial placement and/or of advancement on the salary schedule must be in:
 - a. An accredited graduate program in which the major and/or minor (supporting area) is in the teacher's current teaching assignment.
 - b. Additional graduate hours earned in the major and/or minor (support area) field in the teacher's current assignment.
 - c. Additional graduate hours earned in educational areas related to the teacher's current teaching assignment.
- ~~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 building principal by April 1. In special circumstances, the application may include anticipated courses not yet identified.
 - b. The principal submits application to the superintendent or designee for approval or disapproval by April 10.
 - c. The teacher will be notified by April 20 of the action taken. The teacher may request a review of the decision with the superintendent.~~
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.
 - b. The principal submits application to the superintendent or designee for approval or disapproval.
 - c. The teacher will be notified of the action taken. The teacher may request a review of the decision with the superintendent.
3. Teachers will receive fifty percent (50%) credit for graduate hours earned in educational areas unrelated to the teacher's present or prior work assignment.
4. When full credit is not granted, the administration will substantiate the decision in writing to the teacher involved.

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 move for the upcoming school year, the employee's notification of intention must be received by the Human Resources office by April 30. 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 which have not received approval for credit by application, will be credited to the following contract year subject to approval and verification. All transcripts or verification of successful course work completion must be submitted to the CAO by the last Friday in August if they are to be used for any salary schedule movement. Transcripts received after this date, or courses which have not received approval for credit application, will be credited to the following contract year subject to approval and verification.~~

Mrs. Stroud explained the proposal was after the discussion about the teachers trying to get their credits turned in before the deadline. She reiterated from the last meeting, if the teachers do not receive course listings until the middle of April, the teachers are unable to turn in the necessary information to the Central Office and building administrator (by the deadline). The proposed language is from the 2017-2019 Professional Negotiated Agreement. Mrs. Stroud said the DEA negotiators would like to request a May 1 deadline. She noted when changing lanes, the classes need to be relevant to the content area.

Mrs. Schwartz said the proposal was acceptable with the following modifications to the dates noted in blue text.

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 1.
 - b. The principal submits application to the superintendent or designee for approval or disapproval by May 10.
 - c. The teacher will be notified by May 20 of the action taken. The teacher may request a review of the decision with the superintendent.

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 move for the upcoming school year, the employee's notification of intention must be received by the Human Resources office by April 30. ~~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 which have not received approval for credit by application, will be credited to the following contract year subject to approval and verification.~~ All transcripts or verification of successful course work completion must be submitted to the CAO by the last Friday in August if they are to be used for any salary schedule movement. Transcripts received after this date, or courses which have not received approval for credit application, will be credited to the following contract year subject to approval and verification.

Mrs. Schwartz stated the deadline of April 30 on the Horizontal Movement is due to the District's requirement to issue contracts by May 1. Mrs. Stroud inquired if the form the teachers need to complete in Frontline is the notice of intent for graduate hours could be tailored so it can be changed later with the course description.

It was later clarified the Horizontal Movement notice of intent could be in the form of an email to the Human Resources Department before April 30.

DEA President Knipp referenced an email sent out today wanting to know what offerings teachers would like this summer for Dickinson Public Schools' professional development. If a deadline is going to be proposed, then DPS needs to also have its information shared in a timely manner with the teachers.

At 5:49 p.m., DEA negotiators requested an opportunity to caucus for a few minutes. A recess was called at 5:49 p.m.

At 5:57 p.m., the meeting reconvened.

Mrs. Stroud stated the DEA negotiators were in agreement with the April 30 notice of intent on the horizontal movement. They understand the budgetary purposes connected to this deadline. She said that in reference to the deadline dates in Graduate Hours #2, May 1, May 10, and May 20, the DEA negotiators are not in agreement. The reason is the teachers are still getting course offerings, even as of today, May 5, and there are still summer course offerings that will be made available later for the teachers. She requested that a deadline not be listed.

At 6:05 p.m., both the DEA negotiators and the Board negotiators requested an opportunity to caucus. A recess was called at 6:05 p.m.

At 6:12 p.m., the meeting reconvened.

On behalf of the DEA negotiators, Mrs. Stroud proposed the following modifications noted in purple for the section regarding Graduate Hours.

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 4 June 30.

On behalf of the Board negotiators, Mrs. Schwartz counter proposed with the following modifications noted in green for the section regarding Graduate Hours.

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 June 30 June 1.
 - b. The principal submits application to the superintendent or designee for approval or disapproval by May June 10.
 - c. The teacher will be notified by May June 20 of the action taken. The teacher may request a review of the decision with the superintendent.

Mrs. Stroud requested an opportunity to take the Board's proposal back to the Dickinson Education Association for discussion. Board negotiators agreed.

Workload and Working Conditions (DEA) – Mr. Schobinger said it was important to address this topic as it has been an issue at every level. He referenced discussions he has had with teachers at other school districts. He inquired why the District hired an assistant superintendent. Mrs. Schwartz responded the District felt the position was needed. Mr. Schobinger felt the District was willing to hire new administrators when the workload was too much. However, with the teachers, the work is spread out. He felt if something was not done and figured out, the District was going to receive grievances every year adding the teachers don't want that (to file grievances).

Mrs. Orton said there was a discussion after the last meeting. She said they recognized everything that has been done by the students, staff, and teachers over the past year and realizes it has been a lot. She requested this topic be removed because it is not part of the negotiated agreement as it is too individualized. Many groups will then want to be part of the negotiated agreement. Mr. Schobinger inquired what would be done to stop further grievances. Mrs. Orton responded that there are committees, such as the DEA/DPS Relationship Committee Meetings, where the concerns could be brought up, and then the group could try to come up with a solution.

Mr. Schobinger shared his frustration with several different topics specific to the high school. Mrs. Stroud referenced face-to-face teachers and online teachers who also teach face-to-face. She felt there needs to be clarification on what are the expectations for face-to-face and online and not be expected to do both. Mrs. Orton said it is an adjustment that she too has had to do in her line of business. She has had to also provide virtual instruction. She thought more conversation may need to take place but not in the negotiations because it is too individualized. She offered to discuss this topic outside of the negotiation meetings. Mrs. Orton again requested the topic be removed from the agenda. Mr. Schobinger was in agreement as long as there continued to be a good quality conversation. Board representatives concurred. The consensus from both parties was to remove the topic of Workload and Working Conditions from the agenda for the teacher negotiations.

Leave Language/PTO (DEA) - The DEA negotiators had emailed a proposal earlier in the day and distributed it at the meeting. Following is the proposal with changes from the 2019-2021 agreement noted in red text.

VI. LEAVES

A. Sick Leave

1. Teachers of the DPS will receive a total of 15 days sick leave per year, accumulative to 120 days.

EXCEPTION: Unused personal leave may be transferred and added to the annual total allocation of 15 days and, therefore, could exceed the 120 day total accumulation.

- ~~a. A maximum of two days sick leave from the total annual allowance may be used for doctor and dental appointments that are for treatment or diagnosis of the teacher.~~ Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability), and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren, and grandparents, and the spouses of brothers, sisters, and children. Accumulated sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment.
- ~~b. Illness or disability resulting from pregnancy and a leave of absence for child-rearing purposes is addressed by board policy DDAA Family and Medical Leave Act.~~
- ~~c. When use of sick leave becomes necessary, it will be reported to and approved by the building principal.~~

~~B. Emergency Leave~~

- ~~1. A maximum of five days sick leave from the total fifteen (15) day annual allowance may be used for accidents, illness, or death involving the teachers or spouse's immediate family. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, grandchildren and the spouses of brothers, sisters, and children. Of these five allowable days, one may be used for a person outside of the definition of immediate family.~~
- ~~2. After a teacher has used his/her personal leave earned for the current contract year, additional emergency leave may be granted. Personal leave accumulated in previous contract years will not have to be used prior to requesting additional emergency leave. The building administrator should forward a written request on behalf of the teacher to the superintendent for consideration.~~
3. When all sick and personal leave, earned and banked, has been exhausted a teacher may apply for leave through the Personal Leave Bank for an accident, illness or death involving the teacher or spouse's immediate family as defined in VI B (1).

D. Personal Leave

1. Teachers will earn up to **two three** days personal leave per year, for the first ten years of employment, accumulative to eight days. Starting with year eleven of employment teachers will earn up to **three four** days of personal leave per year. Use of personal leave shall be limited to six consecutive contract days in any one school year. Written application for personal leave should be submitted to the respective building principal at least five days prior to the anticipated absence.
 - a. Personal leave may be taken in minimum amounts of one-fourth (1/4) day at a time. Unless waived by the superintendent, personal leave shall not be granted for the first or last five days of the school year.

- b. If personal leave is not used, it may be added to the accumulated sick leave at the end of the contract year or a teacher may elect to be paid an amount equal to substitute teacher pay for the leave at the close of the school year.

Mr. Leggate referenced the proposal and said one of the focuses was after the accumulated 120 days essentially there is no incentive for the veteran teacher to stay in the classroom and not use those days.

Mr. Schobinger said one of the reasons for accepting the TFFR package in the last negotiations was the PTO incentive and if the teacher accumulated the 120 days, that teacher was reimbursed. There is an incentive for saving his personal days because he can accumulate eight personal days. Their language simplifies what sick leave may be utilized for. He said the language was taken from the administrative and classified agreements.

Mr. Leggate referenced Personal Leave and said the teachers would like to request three personal days each year and then after 11 years, four personal days each year. Mrs. Stroud stated this is what the classified personnel are receiving. Mrs. Schwartz inquired if the teachers wanted to also have what the classified have for sick leave. She clarified if the teachers want what the classified receive for personal leave, then potentially the sick leave should be the same. Mr. Leggate noted that emergency leave was not in the DEA's proposal.

The Board negotiators requested time to caucus. At 6:51 p.m., a recess was called.

At 6:59 p.m., the meeting reconvened.

On behalf of the Board negotiators, Mrs. Schwartz requested PTO be put back on the table to talk about one agreement and putting back in the \$100 per day. A 4.5 pages proposal from the Board negotiators on "Leaves" was also distributed to the team. Below is a segment of the 4.5 pages proposal.

VI. LEAVES

A. Paid (PTO) Leave

1. DPS teachers will receive a total of thirteen (13) days of paid (PTO) leave per year, ~~accumulative to 120 days~~. Unused PTO will be automatically converted to sick leave on the last teacher workday of each contract year.
2. Employees who exceed their allocation of PTO will have one (1) day of salary/benefits deducted from the pay period immediately following the absence(s).
2. Use of PTO shall be limited to six (6) 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.
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 2019-20 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 15, 2020, to review and revise, if needed, the PTO replacement clause. If it is determined that the PTO is not mutually acceptable, the Certified Agreement will revert to the 2018-19 work agreement "Leave" language.

B. Sick Leave

1. DPS teachers may accumulate up to 120 sick days.
2. Employees shall be compensated for accumulated sick leave at the time of their departure from the District at the rate of \$20.00 per day.
3. If the use of accumulated sick leave becomes necessary, it must be reported to and approved by the employee's immediate supervisor. Accumulated sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability), and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren, and grandparents, and the spouses of brothers, sisters, and children. Accumulated sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment.

Mr. Harris suggested making sure the PTO becomes unused sick leave. Mr. Schobinger inquired why put "PTO" and not list it as "Paid Leave". Mr. Harris clarified at the end of each year, the teacher's unused paid leave would convert to sick days and go into the accumulation. Mr. Schobinger added any teacher with accumulated 120 days would be reimbursed at \$100 per day so essentially it is the same thing the DEA had. Mr. Harris agreed.

Mrs. Schwartz requested an opportunity to revise the language as intended and email it to the team so they could take it to whoever they wish for review and approval. Mrs. Schwartz requested the authorization to also correct any grammatical errors. DEA negotiators concurred.

Salaries – Mrs. Schwartz referenced the salary proposal from the Board negotiators at the last meeting. Mr. Schobinger referenced the administrative negotiations. He understood they were negotiating for 1% and 1% over a two-year agreement.

Mr. Schobinger clarified that the information he shared regarding the superintendent's salary at the last meeting was incorrect.

Mr. Schobinger reiterated some numbers and percentages he had shared at the April 28 meeting. He also reiterated some information regarding rankings and salary spreads in class A schools that he had also shared at the April 28 meeting. He identified that 1% on a calculating base of \$61,000 was different from 1% on a calculating base of \$36,000. He stated that 1% for administrators and 1% for teachers was not equal. He reiterated information he had shared at the April 28 meeting regarding the student to teacher ratio and administrator to student ratio. He said the spread needs to change.

Mrs. Schwartz said that to provide more than 1%, the District would need to go into reserves. She added there is nothing else that can be done. Mr. Schobinger responded that he was not saying 1% was necessarily bad and reiterated that he felt 1% for teachers and 1% for administrators was going to stretch the spread even more.

Mr. Schobinger requested the Board members negotiating with the administrators make sure that the administrators did not get a bigger percentage and make it even and fair. Mrs. Schwartz again asked what Mr. Schobinger would like her to do. She could not undo what has been done in previous negotiations.

Agenda Topics for the Next Meeting – The next meeting was scheduled for Wednesday, May 12 at 5:30 p.m.

Debrief – Chair Brannan summarized the meeting. The modified minutes from the April 28, 2021, meeting were approved and signed. There were some proposals brought that are going to be brought back again with some cleaned-up versions. There was an agreement to take Workload and Working Conditions off (the agenda). Graduate Hours/Horizontal Movement will remain on the agenda. Cleaned-

up copies of PTO or Paid Leave will be brought back for review. The topic of Salaries will remain on the agenda.

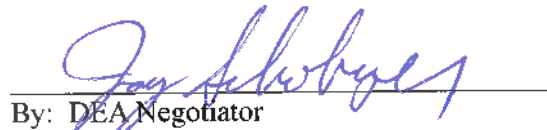
Adjournment – Chair Brannan declared the meeting adjourned at 7:18 p.m.

Dated this 12th day of May 2021.

DICKINSON PUBLIC SCHOOLS


By: Board Negotiator

DICKINSON EDUCATION ASSOCIATION


By: DEA Negotiator