

# **WAYZATA PUBLIC SCHOOLS**

Independent School District 284  
Wayzata, Minnesota

## **BOARD OF EDUCATION**

Special Meeting - July 26, 2010 - 4:00 PM  
District Administration Building  
210 County Rd. 101, N, Plymouth, MN

### **AGENDA**

- |                                                      |    |
|------------------------------------------------------|----|
| 1. CALL TO ORDER - Board Chair Peterson              | 3  |
| 2. HUMAN RESOURCES RECOMMENDATIONS                   | 4  |
| 3. APPROVAL OF FOOD SERVICE CONTRACT FOR 2010 - 2012 | 6  |
| 4. ADJOURN                                           | 13 |

# WAYZATA PUBLIC SCHOOLS

Independent School District 284  
Wayzata, Minnesota

## MISSION

### **Our Core Purpose:**

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

## VISION

### **What We Intend to Create and Experience:**

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

### **Exceptional Student Learning, Experiences and Relationships:**

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

### **Community Trust, Confidence and Partnership:**

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

### **Operational Excellence:**

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

**WAYZATA PUBLIC SCHOOLS**  
Independent School District 284  
Wayzata, Minnesota

**BOARD OF EDUCATION**

Special Meeting – July 26, 2010

**AGENDA ITEM:** 1. CALL TO ORDER/ROLL CALL

**COMMENTS BY:** Board Chair Peterson

**Susan Droegemueller, Board Clerk, will call the roll:**

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan Hayes Droegemueller	_____	_____
Ms. Susan Gaither	_____	_____
Ms. Patricia L. Gleason	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

**WAYZATA PUBLIC SCHOOLS**  
**Independent School District 284**  
**Wayzata, Minnesota**

**BOARD OF EDUCATION**

**Special Meeting – July 26, 2010**

**AGENDA ITEM: 2. HUMAN RESOURCE RECOMMENDATIONS**

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**COMMENTS BY: Ms. Annie Doughty**

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Employment

**Daniel Bordwell**                      1.0 Social Studies Teacher                      High School  
 Transfer – Brad Olson

**Sarabeth deNeui**                      Associate Principal                                      High School  
 Resignation – Joann Karetov

**Michael Hanson**                      1.0 Communications Teacher                      East Middle  
 Transfer – Ericka Downie

**Brandon Heebink**                      1.0 Science Teacher                                      High School  
 Transfer – Ken McCarthy

**Esther Hutchinson**                      1.0 Social Studies Teacher                      High School  
 Retirement – John Simmelink

**R. Paul Kimbler**                      .5 Business Teacher                                      High School  
 Transfer – Tika Kude

**Jean Prokott**                              1.0 Communications Teacher                      High School  
 Resignation – Michael Scott

**Katherine Ronning**                      .5 Kindergarten Teacher                                      Gleason Lake  
 New Position

**Melanie Vollmar**                      .5 ECSE Teacher                                      Central Middle  
 Contract Reduction – Mary Radford

Contract Modification

**Allison Hart**                      Vocal Music, Central & East Middle Schools                      From .333 to .417  
**Virginia Jechorek**                      Kindergarten, Greenwood                                      From .5 to 1.0

Resignation

**Dixie Lee Boschee**, Central Middle School Communications Teacher, has resigned her position effective June 18, 2010.

**Jennifer Ehresmann**, Long-term Reserve Social Worker at Central Middle School, has resigned her position effective June 21, 2010.

**Kiersten Jacobsen**, High School Special Education Teacher, has resigned her position effective July 5, 2010.

**Angie Reed**, Special Education Teacher currently on leave of absence, has resigned her position effective June 14, 2010.

**Melissa Warfield**, High School Paraprofessional, has resigned her position effective July 6, 2010.

**RECOMMENDED ACTION:** Approve the Human Resource Actions as recommended.

Motion by: \_\_\_\_\_ Yes \_\_\_\_\_ Passed \_\_\_\_\_

Second by: \_\_\_\_\_ No \_\_\_\_\_ Failed \_\_\_\_\_

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Abstentions \_\_\_\_\_

**WAYZATA PUBLIC SCHOOLS**  
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**BOARD OF EDUCATION**

Special Meeting – July 26, 2010

**AGENDA ITEM: 3. APPROVAL OF THE FOOD SERVICE EMPLOYEES**

**CONTRACT FOR 2010-2012**

**COMMENTS BY: Ms. Annie Doughty**

The School Board Bargaining Team and the Wayzata Food Service Employees' Union have reached agreement for the 2010-2012 contract. The Food Service Union Membership voted on July 14, 2010 to ratify the contract. Attached is a copy of the language and the costing model.

Salary schedule improvement was 1.5% for 2010-11 and 1.00% for 2011-12.

The negotiation team members were:

Leif Grina, Vicki O'Brien, Joan Sable-Lemke, Deb Bowman and Lisa Deadmond for the Food Service Employee unit.

Mary Anderson, Kim Harren, Carter Peterson and Annie Doughty represented the School Board.

We would like to express appreciation for the hard work and collaborative efforts put forth by the negotiation team members throughout the negotiation process. The entire process was one of respect, professionalism and collaboration.

**RECOMMENDED ACTION:** Approve the contract with the Food Service employees for the period July 1, 2010 through June 30, 2012 as tentatively agreed upon by the bargaining teams.

Motion by: \_\_\_\_\_ Yes \_\_\_\_\_ Passed \_\_\_\_\_

Second by: \_\_\_\_\_ No \_\_\_\_\_ Failed \_\_\_\_\_

Abstentions \_\_\_\_\_



**ISD 284 Food Service Employees, SEIU Local 284  
And  
Wayzata Public Schools**

**2010-12 Tentative Agreement - June 18, 2010**

**Section 3.4 • Employee Discipline**

After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral reprimand which shall be accompanied by a written notation indicating the date issued and shall be maintained in the employee's file.
2. Written reprimand
3. Suspension without pay
4. Discharge

Employees who are subject to the above actions shall have the right to have union representation, if desired, at any meetings with the district's representative(s), and the right to the grievance procedure. Notices of disciplinary action shall be presented to employees and signed and dated. An employee's signature is for the sole purpose of recording that the employee has read the notice.

**Section 3.4.1. • Personnel Files**

An employee's personnel file shall be maintained, made accessible, and destroyed in accordance with Minnesota Statutes. An employee shall be supplied with copies of any written disciplinary notices placed in the employee's file and be allowed to attach a written reply to the notice.

**Section 4.1 • Wage Rates**

The following wage rates shall be applicable to employees covered by this agreement. Pay changes will occur as of July 1 of each year. For employees hired after January 1, longevity increment will be paid on July 1 following their seniority

<b>Classification</b>	<b>2008-09</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2011-12</b>
Probationary	<del>\$12.59</del>	\$13.15	<del>\$12.96</del>	\$13.29
Food Service Worker Level 1	<del>\$14.10</del>	\$14.74	<del>\$14.52</del>	\$14.89

Food Service Worker Level 2	<del>\$14.87</del>	<u>\$15.55</u>	<del>\$15.32</del>	<u>\$15.71</u>
Food Service Worker Level 3	<del>\$16.58</del>	<u>\$17.34</u>	<del>\$17.08</del>	<u>\$17.51</u>
Food Service Worker Level 4	<del>\$18.85</del>	<u>\$19.70</u>	<del>\$19.41</del>	<u>\$19.90</u>
Food Service Unit Coordinator	<del>\$21.34</del>	<u>\$22.31</u>	<del>\$21.98</del>	<u>\$22.53</u>

**Longevity** **2008-09** **2010-11** **2009-10** **2011-12**

after 5 years	\$00.62	\$00.62
after 10 years	\$00.67	\$00.67
after 15 years	\$00.72	\$00.72
after 20 years	\$00.77	\$00.77
after 25 years	\$00.82	\$00.82

New employees shall be paid at the probationary rate for ninety (90) workdays and transferred to the appropriate scale at the following pay period if employment is continued. The employer may waive the probationary rate of pay relevant to the employee's prior training, education, and experience level following consultation with the union steward.

**Section 4.2 • Certification**

Food Service Workers will be required to hold School Nutrition Association (SNA) certification as outlined below:

Food Service Worker Level 3:	SNA Level III
Food Service Worker Level 4:	SNA Level III
Food Service Unit Coordinator:	SNA Level III

All new employees will be required to complete Fundamentals of Food Service 1 and Sanitation and Safety courses within one (1) year of employment. The Supervisor of Food Services will define which courses shall fulfill this requirement. These courses will be fully paid by the school district.

Reimbursement will be paid within 30 days of submission.

The employer will pay the following on an annual basis for food service courses that are preapproved by the Supervisor of Food Services for food preparation workers:

Food Service Worker Level 1	<del>\$100.00</del>	<u>\$125.00</u>
Food Service Worker Level 2	<del>\$125.00</del>	<u>\$225.00</u>
Food Service Worker Level 3	<del>\$200.00</del>	<u>\$300.00</u>
Food Service Worker Level 4	<del>\$300.00</del>	<u>\$350.00</u>
Site Unit Coordinator	<del>\$400.00</del>	<u>\$350.00</u>

In order to maintain certification pay, an employee must complete the prescribed continuing education courses and maintain certification.

Employees with School Nutrition Association (SNA) certification will be paid the additional hourly rate of pay listed below:

**Certification** **2008-09** **2010-11** **2009-10** **2011-12**

Level I	\$ 0.60	\$ 0.65	<del>\$ 0.60</del>	\$ 0.70
Level II	\$ 0.85	\$ 0.90	<del>\$ 0.85</del>	\$ 0.95
Level III	\$ 1.00	\$ 1.05	<del>\$ 1.00</del>	\$ 1.10

**Section 6.1 • Holidays**

All 6, 7, and 8 hour employees receive seven (7) paid holidays, 4 and 5 hour employees shall receive six (6) paid holidays, and all employees who work three (3) or more hours, but less than four (4) hours shall receive two (2) paid holidays. In order to be eligible for holiday pay, an employee must work the last regular work day immediately before the holiday and the first regular work day immediately following the holiday, unless the employee's absence qualified for leave with pay or if the leave without pay has been given prior approval by the Supervisor of Food Service. However, in no event shall payment for a holiday result in double pay for that day. Example: if an employee on approved disability leave is paid for the holiday out of disability pay, that employee shall not receive any payment from the District for the holiday.

These holidays will be set by the Employer each year, consistent with the school calendar. Effective July 1, 2008 through June 30, 2010 the paid holidays shall be listed as below:

<b><u>2008-2009-2010-11</u></b>	<b><u>2009-2010-2011-12</u></b>
<i><u>6, 7 and 8 Hour Employees – 7 Holidays</u></i>	<i><u>6, 7 and 8 Hour Employees – 7 Holidays</u></i>
1. <u>November 25, 2010</u>	1. <u>November 24, 2011</u>
2. <u>November 26, 2010</u>	2. <u>November 25, 2011</u>
3. <u>December 27, 2010</u>	3. <u>December 26, 2011</u>
4. <u>December 31, 2010</u>	4. <u>January 2, 2012</u>
5. <u>January 17, 2011</u>	5. <u>January 16, 2012</u>
6. <u>February 21, 2011</u>	6. <u>February 20, 2012</u>
7. <u>May 30, 2011</u>	7. <u>May 28, 2012</u>
<i><u>4 and 5 Hour Employees – 6 Holidays</u></i>	<i><u>4 and 5 Hour Employees – 6 Holidays</u></i>
1. <u>November 25, 2010</u>	1. <u>November 24, 2011</u>
2. <u>November 26, 2010</u>	2. <u>November 25, 2011</u>
3. <u>December 27, 2010</u>	3. <u>December 26, 2011</u>
4. <u>December 31, 2010</u>	4. <u>January 2, 2012</u>
5. <u>February 21, 2011</u>	5. <u>February 20, 2012</u>
6. <u>May 30, 2011</u>	6. <u>May 28, 2012</u>
<i><u>3 or More But Less Than 4 Hour Employees – 2 Holidays</u></i>	<i><u>3 or More But Less Than 4 Hour Employees – 2 Holidays</u></i>

1. <a href="#">December 27, 2010</a>	1. <a href="#">December 26, 2011</a>
2. <a href="#">December 31, 2010</a>	2. <a href="#">January 2, 2012</a>

**Section 7.5 • Tax-Sheltered Annuities**

A Tax-Sheltered Annuity Program shall be available to all food service employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the calendar year. Approved SRA's will be implemented no later than twenty-one (21) days following the submission of an accurate application. The employer will match up to one percent (1%) of the employee's salary when the employee has at least 40 7 years of service to the School District.

**Section 8.1 • Sick Leave**

In conjunction with the long term disability plan provided above, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Paid sick leave is provided for eight (8) hour employees at the rate of one (1) day of eight (8) hours per month of employment. Employees working two (2) to seven (7) hours earn days of sick leave of two (2) to seven (7) hours, in proportion to their scheduled workday. Unused portions of such sick leave may be accumulated to a total of one hundred forty (140) days. This provision is effective for employees assigned to less than four (4) hours on July 1, 1984.

The Employer reserves the right to require substantiation of illness where there is evidence that sick leave is being abused.

After the employee has accumulated one-hundred-forty (140) days of sick leave, such employees shall be granted one (1) day of pay for each two (2) days of sick leave accumulated beyond one-hundred-forty (140) days. The accumulation of sick leave trade-in shall be computed annually at the end of each fiscal year. The maximum number of days to be paid during one school year will be five (5) days. There shall be no payment allowance for less than two (2) day segments. Those remaining days would be forfeited.

The cash payment shall be made for the sick-leave trade-in days in equal installments for the pay periods including Winter and Spring break. Employees may request these payments be divided differently, provided the employee notifies the Payroll Department in writing of their desire by July 30<sup>th</sup> of each year.

**Section 10.1 • Severance Pay**

Employees who have accumulated twenty (20) or more years of continuous service to the District, and who are at least fifty-five (55) years of age shall be entitled to receive severance pay as follows: The amount determined by adding 100 days of pay based on the employees hourly rate of pay at the time of retirement to forty percent (40%) of the employees unused accumulated sick leave.

For the purposes of this section "days pay" shall be defined as the wage rate in Sections ~~10.1~~ 10.1 and 4.2 of this Agreement times the

number of hours designated by the Employer for such employee's position at the date of retirement.

Upon retirement, the District will contribute an amount equal to the value of the employee's accrued severance pay into a 403 (b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403 (b)"). The employee will not receive direct payment from the District for severance pay.

The amount of the District contribution shall be calculated in accordance with the contract or collective bargaining agreement for such employee.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last 12 months.

The District contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30, 2005 retirement, the first payment would be July 31, 2005 and the final payment would be January 15, 2006.)

## **Memorandum of Understanding**

As part of the 2010-12 Food Service Employees' and the Wayzata Public Schools' negotiations, the parties agree that any remaining funds in the Food Service Certification Professional Development budget will be carried over for the next fiscal year.

Food Service employees will have access to these carry-over dollars under the following stipulations:

1. The carry-over budget will be dispersed on a first-come; first-served basis;
2. Employees must first utilize monies afforded under Section 4.2;
3. Each employee may request up to \$200/year of the contract; and
4. Each employee may only request once per school year.

CULINARY EXPRESS COSTING MODEL				2010-11	2010-11	2011-12	2011-12		
2010-2012				Hourly	Percent	Hourly	Percent		
FINAL - June 18, 2010				\$ -	1.50%	\$ -	1.00%		
	BASE YEAR	YEAR 1	\$ CHANGE	% CHANGE	YEAR 2	\$ CHANGE	% CHANGE	2 YEAR \$ CHANGE	2 YEAR % CHANGE
	2009-10	2010-11			2011-12				
FTE EQUIV.	42.84	42.84			42.84				
Wages	\$ 1,007,658	\$ 1,022,773	\$ 15,115	1.50%	\$ 1,033,001	\$ 10,228	1.00%	\$ 25,343	2.51%
Longevity	\$ 28,234	\$ 31,294	\$ 3,061	10.84%	\$ 33,988	\$ 2,694	8.61%	\$ 5,754	20.38%
Certification	\$ 44,327	\$ 47,000	\$ 2,674	6.03%	\$ 49,674	\$ 2,674	5.69%	\$ 5,347	12.06%
Cert. Reimbursemen	\$ 10,200	\$ 14,975	\$ 4,775	46.81%	\$ 14,975	\$ -	0.00%		
	\$ 1,080,218	\$ 1,116,042	\$ 35,824	3.32%	\$ 1,131,637	\$ 15,595	1.40%	\$ 51,419	4.76%
Subtotal Wages									
	\$ 82,637	\$ 85,377	\$ 2,741	3.32%	\$ 86,570	\$ 1,193	1.40%	\$ 3,934	4.76%
FICA	\$ 74,265	\$ 76,728	\$ 2,463	3.32%	\$ 77,800	\$ 1,072	1.40%	\$ 3,535	4.76%
PERA (incr)	\$ 1,816	\$ 1,345	\$ (471)	-25.92%	\$ 1,364	\$ 18	1.36%	\$ (452)	-24.91%
LTD (incr)	\$ 673	\$ 445	\$ (228)	-33.82%	\$ 451	\$ 6	1.29%	\$ (222)	-32.96%
LIFE	\$ 145,915	\$ 154,669	\$ 8,755	6.00%	\$ 163,950	\$ 9,280	6.00%	\$ 18,035	12.36%
HEALTH	\$ 19,339	\$ 19,919	\$ 580	3.00%	\$ 20,517	\$ 598	3.00%	\$ 1,178	6.09%
DENTAL		\$ 5,217			\$ 5,947				
TSA	\$ 6,900	\$ 6,900	\$ -	0.00%	\$ 6,900	\$ -	0.00%	\$ -	0.00%
UNIFORMS									
	\$ 1,411,763	\$ 1,466,644	\$ 49,664	3.52%	\$ 1,495,135	\$ 27,762	1.89%	\$ 77,426	5.48%
*TOTAL									
<b>Increased Cost of the Contract:</b>				<b>2 Yr. Base</b>	<b>2Yr New</b>	<b>Difference</b>	<b>Percent</b>		
Total Salaries/Benefits:				\$2,823,525	\$ 2,961,779	\$ 138,254	4.90%		
	Year 1	Year 2							
Health Rate Increase:	6.00%	6.00%							
Dental Rate Increase:	3.00%	3.00%							
<b>Certification</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>						
Level I	\$ 0.60	\$ 0.65	\$ 0.70						
Level II	\$ 0.85	\$ 0.90	\$ 0.95						
Level III	\$ 1.00	\$ 1.05	\$ 1.10						
<b>Longevity</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>						
After 5 Years	\$ 0.62	\$ 0.62	\$ 0.62						
After 10 Years	\$ 0.67	\$ 0.67	\$ 0.67						
After 15 Years	\$ 0.72	\$ 0.72	\$ 0.72						
After 20 Years	\$ 0.77	\$ 0.77	\$ 0.77						
After 25 Years	\$ 0.82	\$ 0.82	\$ 0.82	12					

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Independent School District 284  
Wayzata, Minnesota

**BOARD OF EDUCATION**

Special Meeting – July 26, 2010

**AGENDA ITEM:** 4. ADJOURN

**COMMENTS BY:** Board Chair Peterson

If there is no additional business before the School Board, the Chair will call for a motion to adjourn the meeting.

Motion by: \_\_\_\_\_ Yes \_\_\_\_\_ Passed \_\_\_\_\_

Second by: \_\_\_\_\_ No \_\_\_\_\_ Failed \_\_\_\_\_

Abstentions \_\_\_\_\_