

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - July 22, 2013 - 4:00 PM
District Administration Building
210 County Rd. 101, N, Plymouth, MN

AGENDA

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| 1. CALL TO ORDER/ROLL CALL | 3 |
| 2. APPROVAL OF THE HOME BASE EMPLOYEES CONTRACT FOR 2013 - 2015 | 4 |
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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.

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BOARD OF EDUCATION

Special Meeting – July 22, 2013

AGENDA ITEM: 1. CALL TO ORDER/ROLL CALL

COMMENTS BY: Board Chair Droegemueller

John Moroz, Board Clerk, will call the roll:

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

WAYZATA PUBLIC SCHOOLS
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Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - July 22, 2013

AGENDA ITEM: 2. APPROVAL OF THE HOME BASE EMPLOYEES CONTRACT
FOR 2013-15

COMMENTS BY: D. Ms. Annie Doughty

The District Bargaining Team and the Wayzata Home Base Employees' Union have reached agreement for the 2013-2015 contract. The Home Base Union Membership voted unanimously on July 10, 2012 to ratify the contract. Attached is a copy of the language and the costing model.

The total package was within the Home Base Program's budget parameters.

The negotiation team members were:

Kelly Gibbons, Amanda Reineck, Nate Mathias, Stef Nessen and Kristina BJORKE for the Home Base Employee unit.

Marlys Dorfer, Sharon Foltz-Ringstrom, Bob Wittman, Lynn Zemlin and Annie Doughty represented the District.

We would like to express appreciation for the hard work and collaborative efforts put forth by the negotiation team members throughout the negotiation process.

RECOMMENDED ACTION: Approve the contract with the Home Base employees for the period July 1, 2013 through June 30, 2015 as tentatively agreed upon by the bargaining teams.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____



**Home Base Bargaining Unit
And
Independent School District 284**

**Tentative Agreement –
2013-2015**

New Language underlined

~~Deleted Language strike through~~

Section 3.3 • Wage Rates

Employees hired prior to January 1 will move to their appropriate wage/level as of the following July 1. Employees hired after December 31 will move to their appropriate wage/level on July 1 of the following year.

Classifications:

Home Base Program Assistant
Home Base Program Instructor/Program Supervisor
Home Base Bright Start Program Instructor

Home Base Program Assistant

Level:	2011-12	2012-13
1	\$11.95	\$12.13
2	\$12.29	\$12.47
3	\$12.73	\$12.92
4	\$13.05	\$13.25
5	\$13.45	\$13.65
6	\$13.77	\$13.98
7	\$14.12	\$14.33
8	\$14.41	\$14.63
9	\$14.85	\$15.07
10	\$15.61	\$15.84
11	\$16.53	\$16.78
12-13	\$16.70	\$16.95
14+	\$16.86	\$17.11

Home Base Program Instructor/Program Supervisor

Level:	2011-12	2012-13
1	\$13.09	\$13.29
<u>1-2</u>	\$14.19	\$14.40
3-5	\$15.21	\$15.44
6-10 <u>9</u>	\$16.56	\$16.81

<u>10-11</u>	\$17.72	\$17.99
12-13	\$17.90	\$18.17
14+	\$18.08	\$18.35

Home Base Bright Start Program Instructor

Level:	2011-12	2012-13
1	\$13.35	\$13.55
<u>1-2</u>	\$14.49	\$14.71
3-5	\$15.66	\$15.89
6-10 <u>9</u>	\$17.05	\$17.31
<u>10-11</u>	\$18.33	\$18.60
12-13	\$18.51	\$18.79
14+	\$18.70	\$18.98

Section 3.7 • Split Shift Differential

If Home Base employees are scheduled a regular school year or summer split shift, they will receive a \$0.30 per hour split shift differential. In order to qualify as a split shift, there must be a minimum of three (3) hours between the employee’s regularly assigned shifts. Additional hours/substitute hours do not qualify for the split shift differential.

Section 3. • Longevity

2014-15

After 15 years of service \$0.25

After 20 years of service \$0.50

Section 4.1 • Work Determination

Employees whose terms of employment total at least 6 hours/day and 42-weeks/year (1260 hours per year) shall be considered full-time. Employees whose terms of employment total less than 6 hours/day and 42-weeks/year (1260 hours per year) shall be considered part -time.

The work day for employees shall be set by the employee’s supervisor. Pay shall be based on actual hours worked exclusive of unpaid breaks. The Employer agrees to notify employees of their starting date, work year, and daily hours ~~as early as practical~~ by August 1.

The normal work week shall be Monday through Friday for all employees. Exceptions to this work week may be set for certain employees.

Employees are entitled to break periods based on the following schedule: a) Eight (8) hours/day employees receive two (2) 15 minute paid breaks per day. b) Six (6) to less than eight (8) hours/day employees receive two (2) 10 minute paid breaks per day. c) Four (4) hours to less than six (6) hours/day employees receive one (1) 15 minute paid break per day. d) Employees working less than four (4) hours/day receive no paid breaks. Site managers will provide employees a schedule of their break periods.

Section 4.4 • Snow Days and Emergency Closings

If Home Base is closed due to snow days or emergency closings, hourly staff do not report to work and will be paid for their normal daily work hours. ~~Hourly staff will be paid for actual hours worked in all situations.~~

If school is delayed, Home Base will open according to the late start. Employees will be paid for their normal daily work hours.

In the event the Employer re-schedules a make-up day, all employees will work the re-scheduled day without additional pay.

~~On snow days or emergency closings, employees may use up to one (1) day per year of accumulated vacation, personal or sick days.~~

Section 4.5 • Summer Employment

Summer hour options will be offered by the employer annually as early as practical based on enrollments and site needs.

By February 15th of each year, the Home Base Coordinator will request Home Base staff submit their preference for summer employment. These requests will be made in writing using the District provided form. Based on student enrollment and site needs, the Employer will attempt to honor the employees' summer employment preferences.

Tentative daily schedules and assignments ~~Hours~~ will be assigned as early as practical but on or before May 15th. If there is adequate enrollment, employees will be offered an equivalent of their school-year assignment at their school year site(s).

If enrollment necessitates additional staff hours, any additional hours will be offered to staff based on seniority and within their classification.

If the total number of summer employment hours requested by staff, exceeds program needs, the assignment of summer employment will be based on seniority and within classifications.

Section 5.1 • Vacations

Home Base employees must be contracted a minimum of 30 hours per week and 52-weeks per year to earn vacation days. Requests for vacation days must be submitted in writing to the Site Manager at least two (2) weeks in advance, and must be approved by the Site Manager. No more than two (2) employees per building may take vacation days at the same time; unless at management's discretion, more than two (2) employees can be accommodated. Vacations shall be awarded on a first-come, first-serve basis. If more than two (2) employees request the same time off on the same day, the two (2) employees with the most seniority will be awarded the time off.

Vacation days cannot be requested as cash payment. Vacation days are equivalent to the regular number of hours scheduled per day in the Home Base program. Vacation days do not accrue. If hired during the school year, vacation shall be pro-rated. Vacation days can only be taken during the Home Base assignment.

Vacation days shall be allocated July 1 of each year and earned based on the following schedules:

- A. For Home Base Personnel, who were hired prior to July 1, 2011, and are contracted a minimum of 30 hours per week and 52 weeks per year:

Vacation Step 1-3 earns five (5) days.

Vacation Step 4-7 earns ten (10) days.

Vacation Step 8-11 earns fifteen (15) days.

Vacation Step 12+ earns twenty (20) days.

Employees who were hired prior to July 1, 2011 and who elect not to work during a subsequent summer will maintain their last vacation step, upon returning to 52-week employment.

- B. For eligible Home Base Personnel hired after July 1, 2011:

Five (5) days after one (1) year of 52-week employment in Home Base

Ten (10) days after four (4) years of 52-week employment in Home Base

Fifteen (15) days after seven (7) years of 52-week employment in Home Base

Twenty (20) days after fourteen (14) years of 52-week employment in Home Base

~~A maximum of five (5) days vacation shall be approved during the summer programs. Beginning with the 2012-13 summer program,~~ A maximum of seven (7) days of vacation shall be approved during the summer program. ~~No vacation shall be approved during the first or last week of summer programs.~~

District employees in combined positions may earn pro-rated vacation as determined by the Home Base Coordinator. When combining hours from two separate bargaining units/departments, the following criteria shall apply:

- Must work 52-weeks at 30 hours/week (combined District employment & Home Base).
 - Must work both school year and summer Home Base to earn vacation.
 - Must work release days as required by Home Base program to earn vacation.
 - Vacation hours are calculated on Home Base hours only.
- C. Employees, who have accrued vacation hours and choose not to work in the summer program, may carryover up to an equivalent of five (5) accrued vacation days into the following school year. These hours must be used during the following school year.

Section 5.3 • Perfect Attendance

Effective July 1, 2013, full-time (52-weeks) employees who have perfect attendance (no sick leave used) for one full fiscal year (July 1 through June 30) shall earn one (1) floating holiday, to be used during the subsequent fiscal year.

An employee shall earn one (1) additional floating holiday for each five (5) consecutive years of perfect attendance, to be used in the subsequent fiscal year.

Section 6.5 • Dental Insurance

The Employer shall contribute up to the following amounts per month toward the premium for each full-time employee, as defined in Section 4.1 and who is enrolled in the district's dental insurance program.

<u>2013-14</u>	<u>2014-15</u>
<u>\$ 43.66 for Single</u>	<u>\$ 44.97 for Single</u>
<u>\$ 77.21 for Employee +1</u>	<u>\$ 79.53 for Employee +1</u>
<u>\$111.89 for Family</u>	<u>\$ 115.25 for Family</u>

Section 8.3 • Layoffs

Layoffs among positions within classifications shall first be made on the basis of building district seniority within the building. The least senior employee within a classification in the building shall be the first employee laid off; provided, however, that employees retained have the qualifications and ability to perform the work available.

Employees placed on layoff will remain on the seniority list and be eligible only for recall to a position in the employee's present classification under the procedures and within the time period specified in Section 8.5.

The only exception to this procedure involves a Home Base Program Instructor/Program Supervisor who is assigned to a one-to-one management position for a special needs child. If a least senior employee holds one of these positions, layoff shall be deferred until the end of the school year; until the child leaves the school; or until the child no longer is required to have one-to-one management, whichever occurs the earliest. If a layoff is deferred for such reasons, the next least senior Home Base Program Instructor/Program Supervisor shall be laid off.

MEMORANDUM OF UNDERSTANDING

~~Home Base Personnel & Wayzata Public Schools~~

~~As part of the 2011-13 Home Base Personnel and Wayzata Public Schools' Negotiations process, we agree that during the 2011-12 school year, a monthly meeting with the Program Instructors and the Home Base Coordinator will be scheduled. This meeting will be primarily to discuss program development.~~

~~The Home Base Coordinator will schedule the meetings and set the agendas, with input from the instructors. At least two (2) of these meetings will be for the purpose of planning curriculum.~~

~~The monthly meeting agreement will be reviewed at the end of the 2011-12 school year for possible continuation.~~

~~This Memorandum of Understanding will expire on June 30, 2013, unless both parties agree to an extension.~~

MEMORANDUM OF UNDERSTANDING

Childcare Benefits

Wayzata Public Schools ISD No. 284 and the Home Base Personnel agree for the 2013-15 fiscal years, the Employer will offer childcare benefits as follows:

Children of Home Base employees who fit the age criteria of the Home Base program may attend Home Base free of charge. The staff person must be working while their child is in Home

Base care. If the staff person is not working and their child is in attendance, the employee will be charged a discounted amount as set by the Home Base Coordinator. The value of the care provided is a taxable employee benefit. This benefit is for children of Home Base employees and does not cover extended family.

This MOU expires on June 30, 2015.

MEMORANDUM OF UNDERSTANDING

Progressive Discipline

As part of the 2013-2015 Home Base Personnel and Wayzata Public Schools negotiations process, we agree the following will apply for the 2013-2015 school years:

If an employee meeting may result in discipline:

1. The Employer will notify the Employee of the scheduled meeting at least one (1) day in advance.
2. The Employer will inform the Employee of their right to have union representation and the Employee's responsibility to contact their union representative.
3. If the Employee chooses not to be represented by the Union, the Union is not responsible for the outcome of said meeting.

The parties agree that the above will not apply with allegations of possible criminal activity (e.g. theft, child maltreatment, misuse of District Technology) or other serious allegations as deemed by the Employer.

This MOU will sunset on June 30, 2015.

Wage Proposal: 2012-13 salary schedule: + 2.25% (2013-14) and + 2.0% (2014-15)

Salary Schedule:

2013-2014				2014-2015			
Step	PA	PI	BS	Step	PA	PI	BS
1	\$12.40	\$14.72	\$15.04	1	\$12.65	\$15.01	\$15.34
2	\$12.75	\$14.72	\$15.04	2	\$13.01	\$15.01	\$15.34
3	\$13.21	\$15.79	\$16.25	3	\$13.47	\$16.11	\$16.58
4	\$13.55	\$15.79	\$16.25	4	\$13.82	\$16.11	\$16.58
5	\$13.96	\$15.79	\$16.25	5	\$14.24	\$16.11	\$16.58
6	\$14.29	\$17.19	\$17.70	6	\$14.58	\$17.53	\$18.05
7	\$14.65	\$17.19	\$17.70	7	\$14.94	\$17.53	\$18.05
8	\$14.96	\$17.19	\$17.70	8	\$15.26	\$17.53	\$18.05
9	\$15.41	\$17.19	\$17.70	9	\$15.72	\$17.53	\$18.05
10	\$16.20	\$18.39	\$19.02	10	\$16.52	\$18.76	\$19.40
11	\$17.16	\$18.39	\$19.02	11	\$17.50	\$18.76	\$19.40
12	\$17.33	\$18.58	\$19.21	12	\$17.68	\$18.95	\$19.59
13	\$17.33	\$18.58	\$19.21	13	\$17.68	\$18.95	\$19.59
14+	\$17.49	\$18.76	\$19.41	14+	\$17.84	\$19.14	\$19.80

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BOARD OF EDUCATION

Special Meeting – July 22, 2013

AGENDA ITEM: 3. ADJOURN _____

COMMENTS BY: Board Chair Droegemueller _____

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 _____