



## Regular Meeting Agenda

Diamondhead Education Center  
200 W. Burnsville Parkway  
Burnsville, MN 55337  
April 5, 2012  
6:30 PM

### I. Call to Order

- A. Welcome
- B. Pledge of Allegiance
- C. Public Recognition
  - 1. Burnsville High School cast of "Willy Wonka"

### II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

**Description:** Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.

- 1. Meeting Minutes 3
- 2. Human Resources Report 7
- 3. Donation of \$124.62 from Deborah Johnson through the Wells Fargo Community Support campaign to Gideon Pond; \$48.50 from Yolanda Raichert and an anonymous donor through Blue Cross/Blue Shield to Gideon Pond; \$50 from the Apple Valley WalMart Store to Sioux Trail Elementary 8
- 4. Approve 2012 Masonry Rehabilitation Project 11
- 5. Approve MW Savage Elementary School Heating Plant Replacement and HVAC Alterations Project (Boiler/HVAC Equipment (Pre-purchase) 13
- 6. Approve the 2012-2013 Birth-to-Three Early Childhood Special Education Program and Evaluation Team Calendar 15
- 7. Schedule a Board Workshop for continued budget discussion on Thursday, April 12, 2012 at 6:30 p.m. at the Diamondhead Education Center, Burnsville Senior Campus, B Wing 19

### III. New Business

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District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team.

- A. Approve collective bargaining agreement with SEIU Local #284 Food Service Employees (10 minutes) (Sovine)

20

IV. Reports

- A. Student Advisor
- B. Superintendent
- C. Board Members

V. Adjourn to Board Workshop on Budget and Closed Session for discussion of negotiation strategies

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 March 22, 2012

The meeting of the Board of Education was called to order by Vice-Chair Sweep at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Currier, Schmid, Teiken, Sweep, VandenBoom. Others in attendance were Superintendent Clegg, administrators and staff.

Attendance

Members absent: Chair Hill, Director Luth, Student Advisor Green

Vice Chair Sweep welcomed the audience and asked Director Teiken to lead the Pledge of Allegiance.

Pledge of Allegiance

Volunteer Peg Fink thanked the community for coming forward to help following the theft of a big screen TV from the Burnsville Senior Center. Ernie's Pub & Grille and the Burnsville Fire Muster each provided them with a new big screen TV for the center and Best Buy's "Geek Squad" installed them.

Public Recognition

Eagle Ridge students Selvie Bunce and Claire Boatman, Student Council Advisor John Galland, and School Resource Officer Terry Gilianny were present to talk about the school community's role in raising over \$1,000 in a recent fundraiser for an injured Savage police officer.

DECA, a co-curricular in its first year at the high school, is an activity to prepare students for future academic and career success. Advisor Meggan Malone and DECA members were present to share good news about the program. Fourteen members went to the state competition where one student placed third and will continue on to nationals.

Art students Jessica Wilson and Mason Widmer earned recognition at the recent the South Suburban Conference Artists event hosted by Normandale Community College. Jessica won the show's top honor, the Normandale Purchase Award of Excellence, for her artwork and Mason received the Award of Excellence in photography. Their work will be exhibited at the Campus Cup at Diamondhead in April.

Moved by Director Teiken, seconded by Director VandenBoom, to approve the agenda. Motion carried unanimously (5,0).

Agenda

Moved by Director VandenBoom, seconded by Director Schmid, to remove Item II.B.4 from the consent agenda for separate consideration. Motion carried unanimously (5,0).

Moved by Director Teiken, seconded by Director Currier, to approve the consent agenda as amended [above].

Consent Agenda

- Minutes of the March 1, 2012 Board Meeting and March 13, 2012 Special Board Meeting
- Personnel changes for J. Isakson, J. Basso, E. Hotchkiss, P. Savage, J. Broady, K. Lindner, K. Hartog, A. Hollingsworth, M. Ruckert, S. Demmer, A. Sandberg, K. Harris, J. Mayne
- Donation of \$20,571.87 from the Harriet Bishop PTO to Harriet Bishop Elementary School for the purchase of supplies and materials; \$996 from the Sioux Trail PTO to Sioux Trail for the annual field trip to Valley Fair for School Safety Patrols; Thesaurus and English/Spanish dictionaries (valued at \$275) from the Burnsville Rotary for fifth grade students at Sioux Trail; \$75 from Kevin Ly through Wells Fargo Community Support to Harriet Bishop; \$471.17 from the Wells Fargo Foundation matching gift program to Sioux Trail; \$403.86 from William Haugen through the Wells Fargo Foundation to Sioux Trail; \$207.69 from the Wells Fargo Foundation matching gift program to Hidden Valley; a 1996 Saturn from David & Karen Stang to the BHS Tech Ed department; a 1998 Saturn from Tanner Bohnsacof to the BHS Tech Ed department; a 1998 Olds Silhouette van from Daniel & Mary Memmon to the BHS Tech Ed department; school supplies and gift card (valued at \$125) from the Gopher 440 American Legion Auxiliary to Sky Oaks; dictionaries valued at \$400 from the Burnsville Lions Club to third grade students at Sky Oaks; Thesauruses valued at \$300 from the Burnsville Rotary to fifth grade students at Sky Oaks
- Accept the Budget Analysis for the Month ending February 29, 2012
- Approve change orders #1 and #2 for the 2011-2012 Hidden Valley Elementary School Energy Management & Control Systems Upgrades
- Schedule Closed Sessions following the regularly scheduled board meetings on April 5 and April 19, 2012 at the BHS Senior Campus for the discussion of negotiation strategies

Minutes

HR Report

Donations

Budget Analysis

Change Orders

Schedule Closed Sessions

Vice Chair Sweep made special mention of the generous donation. Motion carried unanimously (5,0).

Moved by Director VandenBoom, seconded by Director Currier, to approve February payroll checks numbered 716355-716420, and Direct Deposit notices numbered 458031-460817, in the net amount of \$3,716,436.30. February and March claims to date represented by checks numbered 414353-415078, 1004585-1004820, 100609-100621 and wire transfers and adjustments totaling \$6,291,668.40. Also, that the Board accepts February receipts of \$9,017,236.86 and investments for Alt. Facilities and OPEB of \$14,670,511 as of February 29, 2012. Motion carried unanimously (5,0).

Payroll, Claims and Receipts

Moved by Director Currier, seconded by Director Teiken, to re-affirm approval to re-bid the M.W. Savage Elementary School Heating Plant Replacement and HVAC Alterations Project after receiving the positive Review & Comment from the Minnesota Department of Education (MDE). Motion carried unanimously (5,0 ).

Review & Comment

Moved by Director VandenBoom, seconded by Director Currier, to approve the naming of the BHS softball field "Pat Feely Field" in honor of long-time softball coach Pat Feely. Motion carried unanimously (5,0).

Pat Feely Field

Moved by Director Currier, seconded by Director VandenBoom, to adjourn to a Closed Session for discussion of negotiation strategies at 7:25 p.m.

Adjourn

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Jim Schmid, Clerk

**Closed Session Notes  
INDEPENDENT SCHOOL DISTRICT 191  
March 22, 2012**

The School Board Closed Session was called to order by Vice Chair Sweep at 7:32 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Carrier, Schmid, Sweep, Teiken, and VandenBoom

Attendance

Members absent: Director Luth, Chair Hill

Others in Attendance:  
Randy Clegg, Superintendent  
Chris Lindholm, Assistant Superintendent  
Lisa Rider, Executive Director of Business Services  
Stacey Sovine, Director of Labor Relations

The following item(s) were discussed:

Agenda

- Negotiation strategies with the custodians, principals, DWAs, clerical and EAs.

The Closed Session adjourned at 8:07 p.m.

Adjourn

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Jim Schmid, Clerk

**Burnsville-Eagan-Savage Public Schools  
Independent School District 191  
Human Resources**

TO: Members, Board of Education  
Randall Clegg, Superintendent

FROM: Stacey Sovine, Human Resources Administrator

DATE: April 5, 2012

RE: Recommended Personnel Changes

**Certified  
Appointment**

Sara Sundberg

-Replacement-Long term substitute, 1.0 FTE, ESL,  
Rahn, effective 3/20/12 to 5/15/12

**Leave of Absence**

Bethann Wiley

\*Teacher, Neill, requests a 1.0 FTE general leave of  
absence, effective 2012/13 school year

**Retirement**

Margaret Hinton

\*Teacher, MWS, after 20 years in the District, effective  
6/8/12

**Classified  
Appointment**

Angela Davila

-Replacement-2nd Cook, 3.75 hrs/day, BHS, effective  
4/2/12

Joyce Lemley

-Replacement-2nd Cook, 3.75 hrs/day, BHS, effective  
4/2/12

**Retirement**

Kathryn Anderson

-Educational Assistant, SO, after 32 years in the District,  
effective 6/7/12

Jacqueline Callahan

\*Management Educational Assistant, ECSE, after 10  
years in the District, effective 6/7/12

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DATE: March 25, 2012

II.B.3

TO: Superintendent Clegg  
Board of Education

FROM: Kristine Black, Principal

RE: Johnson donation

I recommend the Board of Education recognize and accept the donation of \$124.62 received from Ms. Deborah Johnson through the Wells Fargo Community Support campaign. The donation will be used to enhance the learning opportunities for our students in second grade.

I am grateful for the generous support from Ms. Johnson.

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DATE: March 19, 2012

II.B.3

TO: Superintendent Clegg  
Board of Education

FROM: Kristine Black, Principal

RE: Raichert donation

I recommend the Board of Education recognize and accept the donation of \$48.50 received from Mrs. Yolanda Raichert and an anonymous donor through the Blue Cross/Blue Shield United Way campaign. The donation will be used to enhance the learning opportunities for our students.

I am grateful for the generous support from Mrs. Raichert and the anonymous donor.

TO: Board of Education  
Dr. Randall Clegg, Superintendent

FROM: Taber Akin, Principal – Sioux Trail School

DATE: April 3, 2012

RE: Donation

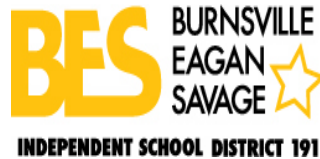
Sioux Trail received the following donation from the Apple Valley Walmart. The donation came through Diane McConnell, a Sioux Trail employee.

I request that the following donation be accepted by our district for Sioux Trail Elementary School:

\$50 gift card to be used to purchase sweatpants for the health office	\$50.00
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Contact Information:

Nancy  
Community Involvement Coordinator  
Walmart Stores, Inc.  
7835 150th Street West  
Apple Valley, MN 55124



TO: Members, Board of Education Agenda Item II.B.4.  
April 5, 2012

FROM: Lisa Rider, Executive Director of Business Services

DATE: March 26, 2012

RE: 2012 Masonry Rehabilitation Project

**Recommendation:** That the Board of Education award the 2012 Masonry Rehabilitation Project Base Bid, Add Alternate 1&2 to Cities Masonry Restoration in the amount of \$ 171,800

	American Masonry Restoration	Restoration Systems	ACME	Cities Masonry Restoration	A&M Construction	Building Restoration Corporation
BASE BID	\$ 214,765	\$276,000	\$ 165,500	<b>\$ 147,000</b>	\$ 134,950	\$ 246,633
ADD ALT #1	\$ 9,375	\$ 14,000	\$ 7,600	<b>\$ 4,800</b>	\$ 92,600	\$ 15,650
ADD ALT #2	\$ 40,650	\$ 62,247	\$ 14,500	<b>\$ 20,000</b>	\$ 93,620	\$ 40,538
TOTAL	\$ 264,790	\$ 352,247	\$ 187,600	<b>\$ 171,800</b>	\$ 321,170	\$ 302,821

The 2012 Masonry Rehabilitation Project is a part of district's ten year plan for alternative facilities projects and has the following scope of work:

**BASE BID: Edward D. Neill Elementary** – Concrete sill repairs, vertical sealant joint replacement, repair spalled concrete and paint. **John Metcalf Junior High** – Concrete sill repairs, vertical sealant joint replacement. **Joseph Nicollet Junior High** – Vertical sealant joint replacement, tuck pointing, brick replacement. **Sioux Trail Elementary, Vista View Elementary, Gideon Pond Elementary** - 2nd floor window sill repairs, concrete repairs and painting. **William Byrne Elementary** – Concrete sill repairs, vertical sealant joint replacement, tuck pointing, concrete repairs and painting.

**ADD ALTERNATE 1: Edward D. Neill Elementary School** - At the Front Entry, replace partial area of the concrete sidewalk.

**ADD ALTERNATE 2: Sioux Trail Elementary, Vista View Elementary, and Gideon Pond Elementary** - Paint all horizontal banding on the remaining elevations; rout and fill any cracks as necessary.

All costs have been reviewed and validated by SRI Consulting Engineers.

Att: SRI Letter of Recommendation

March 23, 2012

Glenn Simon, Project Manager  
ISD 191 Administrative Service Center  
100 River Ridge Court  
Burnsville, MN 55337

Re: 2012 Masonry Rehabilitation, Multiple Sites

Dear Mr. Simon:

We have reviewed and evaluated the bids received for the above referenced project. Cities Masonry Restoration submitted the low qualified Base Bid of \$147,000.00, Add Alternate 1 for \$4,800.00 and Add Alternate 2 for \$20,000.00.

We met and interviewed Jason Burg of Cities Masonry Restoration with the District on March 21, 2012. We discussed the results of the bid as well as the overall scope of the project. Cities Masonry Restoration indicated they would be pleased to complete the work for their submitted Base Bid amount and Alternates if requested. SRI's staff has reviewed Cities Masonry Restoration's references / project history and it is our opinion they are capable of performing the work as specified. The proposed bid is within the budget recommendation. We would like this letter to serve as SRI's formal letter of recommendation for Cities Masonry Restoration to perform the masonry rehabilitation work for Independent School District 191 this year.

Sincerely,

SRI CONSULTANTS



Robert Harrington  
Senior Consultant

CC: Jason Burg, Cities Masonry Restoration





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Agenda Item II.B.5  
April 5, 2012

TO: Members, Board of Education

FROM: Lisa Rider, Executive Director of Business Services

DATE: April 4, 2012

RE: MW Savage ES Heating Plant Replacement and HVAC Alterations Project

**Recommendation:** That the Board of Education approve the following equipment purchases for the MW Savage ES Heating Plant Replacement and HVAC Alterations Project as follows:  
Displacement Units of \$49,420 from Midwest Mechanical Solutions;  
Condensing Boilers of \$31,000 from Ryan;  
Aexible Tube Boilers of \$63,900 from Ryan;  
Air Handling Units of \$27,980 from York International;  
Custom Rooftop Units of \$57,000 from Schwab Vollhaber Lubratt;  
Rooftop Units of \$12,955 from York International; and  
Air Cooled Condensing Units of \$20,320 from York International.

Based on the need for the district to submit a Review & Comment to Minnesota Department of Education for approval, the timelines for ordering some of the equipment were becoming increasingly concerning. In an effort to mitigate scheduling risk the district has reviewed manufacturer timelines for all equipment and are recommending the pre-purchase of this equipment to eliminate any scheduling delays. The district will work directly with the manufacturers to have equipment on-site for the contractor.

All costs have been reviewed and validated by ATS&R Architects and Engineers. Attached is the summary of the quotes obtained.

MWS Pre-Purchase Quote Tabulation

Company	RMI Cotton Company	Schwab Vollhaber Lubratt	Trane	York International	Midwest Mechanical Solutions	Cool Air	Ryan
PPB-1 - Displacement Units IType AI Base Quote	No Bid	No Bid	No Bid	No Bid	\$49,420.00	\$54,362.00	No Bid
PPB-2 - Condensing Boilers IB-31 Base Quote	\$33,995.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$31,000.00
PPB-3 - Aexible Tube Boilers IB-1 & B-21 Base Quote	\$67,045.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$63,900.00
PPB-4 - Air-Handling Units IS6 & S91 Base Quote	No Bid	\$31,000.00	\$33,450.00	\$27,980.00	No Bid	No Bid	No Bid
PPB-5 - Custom Rooftop Units ISSI Base Quote	No Bid	\$57,000.00	No Bid	No Bid	\$59,950.00	No Bid	No Bid
PPB-6 - Rooftop Units IS 111 Base Quote	No Bid	\$17,000.00	\$20,375.00	\$12,955.00	No Bid	No Bid	No Bid
PPB-7 - Air Cooled Condensing Units ICU-4, CU-7 & CU-91 Base Quote	No Bid	\$23,000.00	\$39,550.00	\$20,320.00	No Bid	No Bid	No Bid

**totals: \$ 57,000**

**\$ 61,255**

**\$ 49,420**

**\$ 94,900**



## **INDIVIDUALIZED STUDENT SERVICES OFFICE**

TO: Members of the Board of Education II.B.6  
Superintendent Randall Clegg

FROM: Stephanie A. Corbey, Executive Director, Individualized Student Services

DATE: March 26, 2012

SUBJECT: 2012-2013 Calendar for Early Childhood Special Education Program

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RECOMMENDATION: That the Board approve the 2012-2013 Birth-to-Three Early Childhood Special Education Program and Evaluation Team Calendar

Services for infants and toddlers are provided through an Individual Family Services Plan (IFSP) and referrals are taken by the Birth-to-Three Early Childhood Special Education Program year round. Over 200 families are served through this district program. Legal mandates require that an evaluation for program eligibility occur within 45 calendar days of the referral and that services start without delay.

To fulfill this requirement a stretch calendar with the same number of contract days has been developed that spreads across the entire year. The attached calendars are designed in such a manner as to ensure staff participates in all professional development and conference days.

# Independent School District 191

## Burnsville/Eagan/Savage

### Birth-3 ECSE Program

### 2012-2013 Calendar

School in Session  
 — Holiday

July 2012						
S	M	T	W	T	F	S
	1	2	3	<del>4</del>	<del>5</del>	6
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August 2012						
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September 2012						
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October 2012						
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November 2012						
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December 2012						
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30	<del>31</del>					

January 2013						
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April 2013						
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June 2013						
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# Independent School District 191

## Burnsville/Eagan/Savage

### Birth-3 ECSE Program

### 2012-2013 Calendar

-  School in Session
-  Holidays/Breaks
- P** Professional Day
- C** Conference Day

#### July 2012

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#### August 2012

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26	P	P	P	P	<del>31</del>	

#### September 2012

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#### October 2012

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#### November 2012

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#### December 2012

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30	<del>31</del>					

#### January 2013

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#### February 2013

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17	<del>18</del>	<del>19</del>	<del>20</del>	<del>21</del>	<del>22</del>	23
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#### March 2013

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#### April 2013

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#### May 2013

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#### June 2013

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23	<del>24</del>	<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	29
30						

# Independent School District 191

## Burnsville/Eagan/Savage

### Birth-3 ECSE Program

### 2012-2013 Calendar

- School in Session
- Holidays/Breaks
- Teacher Workdays (Without Students)

July 2012						
S	M	T	W	T	F	S
1	<del>2</del>	<del>3</del>	<del>4</del>	<del>5</del>	<del>6</del>	7
8	9	10	11	12	13	14
15	16	17	18	19	<del>20</del>	21
22	23	24	25	26	27	28
29	<del>30</del>	31				

August 2012						
S	M	T	W	T	F	S
			1	2	3	4
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12	<del>13</del>	<del>14</del>	<del>15</del>	<del>16</del>	<del>17</del>	18
19	<del>20</del>	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>	25
26	(27)	(28)	(29)	(30)	<del>31</del>	

September 2012						
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October 2012						
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21	<del>22</del>	23	24	25	26	27
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November 2012						
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December 2012						
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30	<del>31</del>					

January 2013						
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February 2013						
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March 2013						
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31						

April 2013						
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May 2013						
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June 2013						
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23	<del>24</del>	<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	29
30						

TO: Members, Board of Education Agenda II.B.7  
April 5, 2012  
FROM: Randy Clegg, Superintendent  
DATE: April 3, 2012  
RE: Board Workshop

**Recommendation:** That the Board of Education schedule a Board Workshop for continued budget discussion on Thursday, April 12, 2012 at 6:30 p.m. at the Diamondhead Education Center, Burnsville Senior Campus, B Wing.



**MASTER AGREEMENT**

**2011 - 2013**

**BOARD OF EDUCATION INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE, MINNESOTA**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284  
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS**

**2011-2013**  
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## ARTICLE I

24

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Cafeteria Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for cafeteria employees during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for cafeteria employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term cafeteria employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: supervisory employees, part-time employees whose services do not exceed thirty – five percent (35%) of the normal work week, temporary, including substitute or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees. Included in the Unit are all cook managers--secondary and elementary, assistant cooks, and second cooks. A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

## ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall

be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and 25 orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

## **ARTICLE V EMPLOYEE RIGHTS**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School Board.

Section 3. Dues Check Off: All employees covered by this Agreement who are members of the exclusive representative shall have dues established by the exclusive representative deducted from their first full month's pay, and each month while employed thereafter, and such amounts shall be forwarded to the exclusive representative.

Section 4. In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the

exclusive representative.

The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

**ARTICLE VI COMPENSATION**

Section 1. Rates of Pay:

2011-12

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Cook Manager(Secondary-BHS)	\$22.59	<del>\$23.53</del> <b><u>\$23.67</u></b>	
Cook Manager(Secondary)	\$21.32	<del>\$22.26</del> <b><u>\$22.39</u></b>	
Cook Manager (Elementary)	\$20.49	<del>\$21.49</del> <b><u>\$21.62</u></b>	
Snack Bar Manager Hamburger Fry Cook (BHS) Assistant Cook Manager 1 <sup>st</sup> Cook/Snack Bar	\$15.89	\$17.50	<del>\$18.44</del> <b><u>\$18.55</u></b>
2nd Cook	\$12.97	\$14.62	<del>\$16.39</del> <b><u>\$16.49</u></b>

2012-13

	Step 1	Step 2	Step 3
Cook Manager (Secondary-BHS)	\$22.59 <b><u>\$22.82</u></b>	<b><u>\$23.91</u></b>	
Cook Manager (Secondary)	\$21.32 <b><u>\$21.53</u></b>	<b><u>\$22.62</u></b>	
Cook Manager (Elementary)	\$20.49 <b><u>\$20.69</u></b>	<b><u>\$21.84</u></b>	
Snack Bar Manager Hamburger Fry Cook (BHS) Assistant Cook Manager 1 <sup>st</sup> Cook/Snack Bar	\$15.89 <b><u>\$16.05</u></b>	\$17.50 <b><u>\$17.68</u></b>	<b><u>\$18.74</u></b>
2nd Cook	\$12.97 <b><u>\$13.10</u></b>	\$14.62 <b><u>\$14.77</u></b>	<b><u>\$16.65</u></b>

If an elementary school exceeds an average of 500 daily student participation meals over 20 consecutive student contact days, excluding late start days, the manager shall advance to the rate of a secondary cook manager on the pay rate schedule beginning the 21st day. If the average falls below 500 student daily participation meals over 20 consecutive student contact days, excluding late start days, the manager shall return to the pay rate for an elementary cook manager on the 21st day. In both instances, it is the responsibility of the cook manager to draw attention to the threshold change within five working days.

The Cook Manager at the high school will earn \$1.25 per hour in addition to the hourly rate listed for the Cook Manager at the Secondary level.

Section 2. All contracted food-service employees will be paid over 24 pay periods (9/15-8/30).

Section 3. Effective July 1, 2009 Employees who attain and maintain School Nutrition Association Certification Level I, shall receive \$.35 per hour above schedule. Employees who attain and maintain Level II School Nutrition Association Certification shall receive ~~\$60~~ **\$0.60** per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level III shall receive \$.75 per hour above schedule. When ~~evidence of completion~~ **a certificate of completion from the School Nutrition Association** is presented ~~presented~~ **submitted** to the Food Service Director **within 90 days**, pay adjustment will be made beginning on the following ~~work day~~ **pay period per date of certification**. The Food Service Director or his/her designee will inform new employees of training opportunities.

Section 4. Other Food Service Classes: All employees shall be required to attend the ~~Healthy Edge and Serv Safe~~ **Service Basics and ServSafe/Sanitation** classes or equivalent **and become certified level I** with tuition paid by the District. New employees must attend within the first ninety (90) working days of their employment. New employees who do not complete their probationary period shall have their final paycheck from the District deducted to reflect the District's tuition payments for these classes. Employees shall be reimbursed up to \$75.00 per year for food service classes, **certification renewal, SNA/MSA Membership fees** and any other continuing education classes **expenses** germane to their assignment. Compensation for additional course work shall be at the Food Service Director discretion.

Section 5. Longevity Pay: Effective July 1, ~~2009~~ 2012, employees with seven (7) years of District service shall receive an additional \$.25 per hour above base rate for the classification currently held. Employees with ~~twelve (12)~~ fifteen (15) years of District service shall receive an additional ~~\$.31~~ \$.50 per hour above base rate for the classification currently held. Employees with ~~seventeen (17)~~ twenty (20) years of District service shall receive an additional ~~\$.37~~ \$.75 per hour above base rate for the classification currently held. ~~Employees with twenty two (22) years of District service shall receive an additional \$.42 per hour above base rate for the classification currently held.~~ Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

*MOU for individuals currently between 12 and 15 years @ \$.31 will remain .31 until after 15 years.*

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by December 1st of the previous calendar year.

Section 7. Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Cook Manager or Assistant Cook on a temporary basis shall receive the higher rate of pay for all work performed in the higher paying classification provided they work a minimum of two (2) hours per day at a higher level.

Employees who work in a temporary assignment for at least 30 consecutive days will earn pay and leave accrual of that position for the period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employees regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

## **ARTICLE VII GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

## Section 2. Health and Hospitalization Insurance:

Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for insurance.

Subd. 1. Single Coverage: The School District shall pay the premium cost for individual coverage for the base plan for each employee who works four (4) or more hours per day. The base plan will include a \$20.00 office visit co-payment provision. Effective July 1, 2010 the district will contribute 95% of premium for those employees eligible for and enrolled in single coverage.

Subd. 2. Dependent Coverage: Except as outlined below, the District contribution for dependent coverage shall be equal to 70% of the rate for the highest HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

Subd. 3. Husband/Wife Employees: Effective January 1, 2010, when both husband and wife are employees of the district and elect dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the premium for single insurance for the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance for the premium for dependent coverage shall be paid by the employer.

The District contribution for dependent coverage for employees hired after July 1, 2002 who work at least (4) four hours per day but less than (6) hours per day, shall be 50% of the rate for the highest HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

## Section 3. Dental Insurance:

Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage. However the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

## Section 4. Duration of Insurance Participation:

An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

The District will furnish income protection insurance which takes effect after a qualified absence of thirty (30) working days. Conditions are subject to the insurance company's terms and conditions.

**ARTICLE VIII LEAVES AND ABSENCES**

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.

Section 2. Sick Leave Absence:

- Subd. 1. All cafeteria employees shall earn sick leave absence at the rate of one (1) day for each month of service in the employ of the School District for a total of ten (10) days per year.
- Subd. 2. Unused sick leave absence days may accumulate to a maximum credit of eighty-five (85) days of sick leave absence per employee.
- Subd. 3. Sick leave absence with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days.
- Subd. 4. Sick leave absence allowed shall be deducted from the accrued sick leave absence upon submission of proper form.
- Subd. 5. Doctor and dental appointments are permissible after 1:00 p.m. if the Food Services Director is notified prior to the event. Exceptions may be made for emergencies.
- Subd. 6. Sick leave absence pay shall equal the current rate being paid or at the scheduled rate if absence is needed at the beginning of the work year.
- Subd. 7. At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.

Section 3. Worker's Compensation:

- Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly

compensation that exceeds the normal compensation of the employee.

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- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

- Subd. 1. After an absence of thirty (30) contracted days, application for Long Term Disability benefits will be made. In the event the employee is eligible for LTD, they may use accumulated sick leave on a fractional basis to supplement LTD for a maximum of 30 fractional days.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave according to the prorata portion of days of personal illness absence time which is used to supplement LTD.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness ***and/or hospitalization*** of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.

Section 7. Bereavement Absence:

- Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, parents or former guardians, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.
- Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.

Section 8. Leave of Absence:

- Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.
- Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.

- Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.
- Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.
- Subd. 5. Holidays that fall during leaves do not qualify for compensation.
- Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.
- Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.
- Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 9. Personal Absence: ~~**After completion of probationary period,**~~ employees earn (1) personal leave day per year. Personal days may accrue to a maximum of (2) **days**. ~~Personal leave is not to be used for vacation, recreation or leisure-time activities. The purpose of personal absence leave is to provide protection for the employee so that the employee not suffer income loss for personal affairs, the time and occurrence of which are not within the employee's control but the nature of which requires the employee's presence. Exceptions may be made at the discretion of the Executive Director of Human Resources. Confidential requests may be submitted to the Director of Food Services.~~ With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

## **ARTICLE IX HOURS OF SERVICE**

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

- Subd.1. Cafeteria employees are employed on an hourly basis. Regular hours of work are to be determined by the Director of Food Services.
- Subd. 2. Break Time: ~~Effective July 1, 2010,~~ Employees who work four (4) or more hours per day shall receive a 15 minute paid break.
- ~~Subd. 3 A. For the 2009-2010 school year, regular hours of work shall include actual hours worked and one-half (1/2) hour lunch period for all employees who work over four (4)~~

hours per day. Those who work four (4) hours per day or less must eat lunch on their own time. 34

Subd. 3 ~~B. Effective July 1, 2010,~~ **R**egular hours of work shall include actual hours worked and one-half (1/2) hour paid lunch period for all employees who work at least (6) hours per day. Those who work four (4) ***less than six*** (6) hours per day or less must eat lunch on their own time.

Subd 4. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.

Subd 5. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

#### Section 4: Work Year:

Subd 1. The cafeteria employees' work year shall correspond with the official school calendar. It shall include two (2) workshop days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. Up to one-half (1/2) day of the workshop days prior to opening of school shall be district wide workshop for all cafeteria employees. Additional workshop days may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop days are scheduled.

Subd 2. This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement.

**Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.**

#### Section 5. Overtime Hours:

Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate. Special functions beyond the normal school day make it necessary for cafeteria employees to work overtime on occasion. Administration shall assign personnel to work these functions ~~on the basis of seniority~~ from a list of ~~volunteers~~ ***employees*** at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days notice prior to the event will be given. The overtime rate of pay for the person's current position will be paid to all employees who work beyond the normal day, without regard to the forty (40) hour minimum, under the following conditions:

Subd. 2. Time worked after the eight (8) hour employees' shifts terminate for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime for all employees who work such events. 35

Subd. 3. The Food Service Director's approval must be given prior to working overtime.

Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

## **ARTICLE X HOLIDAYS**

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following seven (7) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, Memorial Day and Martin Luther King Day.

Section 2. Eligibility: To be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on a paid excused leave or absence pursuant to this Agreement.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

## **ARTICLE XI EMERGENCY CLOSING**

Section 1. Emergency Closing:

Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.

Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, cooks are not to report. The first emergency closing day will be paid. If a second closing day occurs due to an emergency, which includes inclement weather, food service employees may use a personal business day for such absence beyond their control. The first announcement shall be requested to be made by 6:30 a.m.

Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Cook Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, cooks are not to report and will not be paid unless the call back provision is implemented.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Cook Manager is responsible for eliminating losses because of perishables. If

school is closed and some work must be done, the Cook Manager will check with the Food Services Director<sup>36</sup> for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of three (3) hours.

Section 3. Job Posting:

- Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of seven working days. Kitchen managers will forward information to all employees at each site. Job postings occurring after the last day of school thru July 31st shall be posted on the District website on the first working day in August of each year. Internal applicants for assistant cook and cook manager shall receive interviews
- Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of seven (7) workdays. The posting shall include the position, job description, hours, and location of the job.
- Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision. ~~Applicants will be informed at the time of the interview whether or not there are other more senior applicants for the position.~~
- Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of sixty-seven (67) days. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees returning to a previously held classification need not serve a new probationary period.
- Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.
- Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.
- Subd. 7. ~~The Union Steward shall be notified of all internal applicants for posted positions.~~ **The union steward(s) shall also be notified of all staffing changes and changes to hours.** The Steward shall keep the information as confidential as practical.
- Subd. 8. If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at whose building the program is housed. The successful candidate will receive elementary cook manager pay + any differential or their current rate, whichever is higher. **If additional staff is needed, they shall be paid at the 2<sup>nd</sup> cook step 2 rate of pay + any differential or their current rate, whichever is higher.**

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

- Sub. 1. New employees will be reimbursed for uniform expenses upon completion of the 67 working days probationary period.
- Sub. 2. The District will provide an annual uniform allowance of \$115.00 for all cafeteria employees who are members of this Unit. Food service employees who purchase their own shoes rather than wearing those provided by the District will receive an additional \$15.00 annually. (Payment will be made on or about September 15.)

Section 8. Termination of Employment:

- Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.
- Subd 2. Termination of Employment (Involuntary)
  - a) Probationary Employees: All employees who have worked for less than sixty-seven (67) days are considered probationary employees and can be dismissed by administration.
  - b) Regular, contracted Employees: All employees who have worked sixty-seven (67) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.
- Subd.3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:
  - a) ~~Verbal warning~~ **Letter of Reprimand**
  - b) ~~Written warning~~ **Letter of Deficiency**
  - c) Suspension
  - d) Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The

employee drawing the lowest number shall have the highest seniority.

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Each affected employee shall receive two (2) weeks notice, or pay in lieu thereof.

- Subd 1. Bumping in Lay-Off: Employees laid off in one classification shall be permitted to bump any less senior employee in any other classification in the School District provided they are able to perform the work. Employees moving in a new classification shall be on a probationary status for sixty-seven (67) days.
- Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11. Reduction of Hours: In reducing employees hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year.

Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

Section 12.

- a) ~~Section 12. Retirement/Severance Pay: Employees who were members of the unit prior to April 18, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan. All employees hired after April 18, 1996 are automatically covered by Plan B.~~

**Section 12. *FOOD SERVICE RETIREMENT TRUST (403B PLAN); The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.***

**Plan A:**

**Subd 1. ELIGIBILITY: Employees who were members of the unit prior to April 18, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.**

- Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours

per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.

Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.

**Plan B:**

~~Subd 1. A District match to a 403(b) program is available to members of the unit hired after April 18, 1996, or to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12 and are beginning their fourth (4<sup>th</sup>) year of work in the District at .5 FTE or more.~~

~~Subd 2. Contributions as permitted under provisions of the Internal Revenue Code 403 (b) will be made as follows:~~

~~Effective July 1, 2008, the District will match \$300 ~~\$350~~ plus \$20.00 ~~\$25.00~~ for each full day of unused sick leave from the prior year, to a maximum of \$500 ~~\$700~~, prorated for calculation effective July 1, 2000 (based on sick leave usage from July 1, 1999, through June 30, 2000) and each July 1 thereafter. Sick leave is not forfeited by the employee.~~

~~Subd. 3. Effective July 1, 2008, If an employee in Plan B retires at the conclusion of a school year, the employee will receive a lump sum payment of \$300 ~~\$350~~ plus \$20.00 ~~\$25.00~~ for each full day of unused sick leave for the prior year, to a maximum of \$600.00 ~~\$700.00~~ in lieu of a match to their 403(b).~~

**Plan B:**

**Subd 1. ELIGIBILITY: A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4<sup>th</sup>) year of work in the District at .5 FTE or more. Employees hired on or after April 19<sup>th</sup>, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.**

**Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.**

**Subd 3. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.**

**Subd 4. AMOUNT OF MATCHING CONTRIBUTION: Commencing July 1, 2010, the District shall match up to \$600 (six hundred dollars) per school year of the employee's contribution to the 403(b) plan.**

**Subd 5. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.**

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that an employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion in the grievant's file.

Section 3. Level II: In the event the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Assistant Superintendent for Human Resources within five (5) working days after the decision in Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Assistant Superintendent for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall respond, in writing, within fifteen (15) working days after the meeting.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Assistant Superintendent for Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have a Union representative either join or represent her at any level at the employee's discretion.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of the agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the Board or the school administration against any employee because of her participation in this grievance procedure.

Section 9. When mutually agreed, grievances may be heard during the school day. The District agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the district.

Section 10. The Assistant Superintendent for Human Resources may appoint a designee to act at Level II.

**ARTICLE XIV SENIORITY**

Section 1. Definition Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval.

Upon request, the union steward will be provided with a seniority list

**ARTICLE XV DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2007~~ **2011**, through June 30, ~~2009~~ **2013**, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ~~sixty (60)~~ **ninety (90)** days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ~~sixty (60)~~ **ninety (90)** days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**Master Agreement  
2009-2011  
Board of Education  
Independent School District 191**

**And**

**Service Employees International Union Local 284  
Food Service Employees**

FOR: School Service Employees

FOR: Independent School District 191

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Contract Organizer

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Board Chair

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Union Steward

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Board Clerk

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Date

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Chief Negotiator

**Memorandum of Understanding:**

**\*\* CONTINUATION COVERAGE RIGHTS UNDER COBRA \*\***

**Introduction**

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;

- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a “dependent child.”

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Human Resources Department. You will be required to provide documentation to substantiate the qualifying event.

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### ***Disability extension of 18-month period of continuation coverage***

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-

month period of continuation coverage. The documentation to substantiate the disability must be provided to the Human Resources Department no later than 30 days after it has been received from the Social Security Administration.

### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.