

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

**BOARD OF EDUCATION**  
Special Meeting - August 22, 2016 - 4:00 PM  
District Administration Building

**AGENDA**

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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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Wayzata, Minnesota

**BOARD OF EDUCATION**  
Special Meeting – August 22, 2016

**AGENDA SECTION:** 1. Call to Order

**ITEM:** Call to Order/Roll Call Attendance

**COMMENTS BY:** Chris McCullough, Board Chair

School Board Chair, Chris McCullough, will call the meeting to order. Clerk Cheryl Polzin will call the roll.

	<u>Present</u>	<u>Absent</u>
Linda A. Cohen	_____	_____
Andrea Cuene	_____	_____
Sarah Johansen	_____	_____
Erik Brown	_____	_____
Chris McCullough	_____	_____
Bonita Lucky	_____	_____
Cheryl Polzin	_____	_____
Chace B. Anderson, Ex Officio	_____	_____

**WAYZATA PUBLIC SCHOOLS**  
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**BOARD OF EDUCATION**  
Special Meeting – August 22, 2016

**AGENDA SECTION: 2. Human Resource Services**

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**ITEM: A. Culinary Express Contract**

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**COMMENTS BY: Annie Doughty, Bonita Lucky**

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**2) Approval of the Culinary Express Contract for 2016-2018**

The School Board Bargaining Team and the Wayzata Culinary Express Union have reached agreement for the 2016-2018 contract. The Union Membership voted and ratified the contract. Attached is a copy of the final language and costing model.

Salary schedule improvement was 3.0% for 2016-17 and 3.0% for 2017-18 and was within budget parameters.

The negotiation team members were:

Dawn Willar, Christine Zaragoza, Karen Neil, Margaret Wong, Kim Joiner, Margaret Hanrahan and Kelly Gibbons for the Culinary Express bargaining unit.

Bonita Lucky, Mary Anderson, Kim Harren and Annie Doughty represented the School Board.

We believe the team’s collective ability to resolve issues in a positive and respectful manner has benefitted all.

**RECOMMENDED ACTION:** Approve the contract with the Culinary Express employees for the period July 1, 2016 through June 30, 2018 as tentatively agreed upon by the bargaining teams.

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

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

Abstentions \_\_\_\_\_

<b>CULINARY EXPRESS COSTING MODEL</b>				<b>2016-17</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2017-18</b>		
<b>2016-2018</b>				Hourly	Percent	Hourly	Percent		
<b>FINAL July 25, 2016</b>				\$ -	3.00%	\$ -	3.00%		
	<b>BASE YEAR</b>	<b>YEAR 1</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>	<b>YEAR 2</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>	<b>2 YEAR \$ CHANGE</b>	<b>2 YEAR % CHANGE</b>
	<b>2015-16</b>	<b>2016-17</b>			<b>2017-18</b>				
FTE EQUIV.	44.97	44.97			44.97				
Wages	\$ 1,204,687	\$ 1,245,456	\$ 40,770	3.38%	\$ 1,282,308	\$ 36,851	2.96%	\$ 77,621	6.44%
Longevity	\$ 32,938	\$ 35,558	\$ 2,620	7.96%	\$ 37,985	\$ 2,426	6.82%	\$ 5,047	15.32%
Certification	\$ 62,391	\$ 62,391	\$ -	0.00%	\$ 62,391	\$ -	0.00%	\$ -	0.00%
Subtotal Wages	\$ 1,300,016	\$ 1,343,406	\$ 43,390	3.34%	\$ 1,382,684	\$ 39,278	2.92%	\$ 82,668	6.36%
FICA	\$ 99,451	\$ 102,771	\$ 3,319	3.34%	105,775	\$ 3,005	2.92%	\$ 6,324	6.36%
PERA	\$ 97,501	\$ 100,755	\$ 3,254	3.34%	103,701	\$ 2,946	2.92%	\$ 6,200	6.36%
LTD	\$ 1,503	\$ 1,551	\$ 47	3.13%	\$ 1,594	\$ 43	2.78%	\$ 90	6.00%
LIFE	\$ 489	\$ 503	\$ 14	2.84%	\$ 517	\$ 15	2.94%	\$ 29	5.86%
HEALTH	\$ 192,979	\$ 202,628	\$ 9,649	5.00%	\$ 212,759	\$ 10,131	5.00%	\$ 19,780	10.25%
DENTAL	\$ 23,122	\$ 23,122	\$ -	0.00%	\$ 23,584	\$ 462	2.00%	\$ 462	2.00%
TSA	\$ 10,009	\$ 11,134	\$ 1,124	11.23%	\$ 12,313	\$ 1,180	10.59%	\$ 2,304	23.02%
UNIFORMS	\$ 8,625	\$ 8,625	\$ -	0.00%	\$ 8,625	\$ -	0.00%	\$ -	0.00%
*TOTAL	\$ 1,733,696	\$ 1,794,494	\$ 60,798	3.51%	\$ 1,851,553	\$ 57,059	3.18%	\$ 117,857	6.80%
		Year 1	Year 2						
Health Rate Increase:		5.00%	5.00%						
Dental Rate Increase:		0.00%	2.00%						
<b>Certification</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>						
Level I	\$ 0.90	\$ 0.90	\$ 0.90						
Level II	\$ 1.15	\$ 1.15	\$ 1.15						
Level III	\$ 1.30	\$ 1.30	\$ 1.30						
<b>Longevity</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>						
After 5 Years	\$ 0.82	\$ 0.82	\$ 0.82						
After 10 Years	\$ 0.87	\$ 0.87	\$ 0.87						
After 15 Years	\$ 0.92	\$ 0.92	\$ 0.92						
After 20 Years	\$ 0.97	\$ 0.97	\$ 0.97						
After 25 Years	\$ 1.32	\$ 1.32	\$ 1.32						



## Wayzata Public Schools AND

### Culinary Express Employees – 2016-18

July 25, 2016 - FINAL

New Language underlined

~~Deleted Language strike through~~

Appropriate Date Changes will be made throughout the contract.

The District reserves the right to alter, amend or add to its proposals.

#### **Section 2.2 • Dues Check-Off**

The Employer agrees to deduct dues for membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues check-off on a form acceptable to the Employer and the Union. The School District agrees to honor and implement all the terms of dues-check off authorizations submitted by the Union and agreed to by the employee. Such dues shall be remitted to the Union monthly.

The Employer will deduct dues for membership commencing on the first payroll issued fifteen (15) or more days after the dues check-off authorization form is filed with the payroll officer. An individual employee may revoke the dues authorization upon fifteen (15) days notice in writing to the payroll officer. Individual employees who have authorized such dues check-off waive all rights and claim for such monies and relieve the Employer and all its officers and agents from any liability therefore.

#### **Section 4.2 • Certification**

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

Food Service <del>Worker Level 3</del> <u>Cook/Manager:</u>	SNA Level III
Food Service <del>Worker Level 4</del> <u>Supervisor:</u>	SNA Level III
Food Service Unit Coordinator:	SNA Level III

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

Reimbursement will be paid within 30 days of submission.

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

Food Service Worker Level 1	\$150.00
Food Service Worker Level 2 <u>Assistant</u>	\$250.00
Food Service Worker Level 3 <u>Cook/Manager</u>	\$325.00
Food Service Worker Level 4 <u>Supervisor</u>	\$375.00
Site Unit Coordinator	\$375.00

Any remaining funds in the Food Service Certification Professional Development budget will be carried over for the next fiscal year.

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

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

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

An employee promoted to a higher pay grade must obtain the requisite certification within two years of promotion.

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

<u>Certification</u>	<u>2015-16</u>
Level I	\$ 0.90
Level II	\$ 1.15
Level III	\$ 1.30

**Section 4.5 • Uniform Allowance**

New employees shall be given one (1) new uniform: shirt, headwear and an apron upon employment with the District. All employees shall receive a new uniform when a new uniform change is required.

Employees shall be reimbursed up to one hundred seventy-five (\$175.00) annually for uniforms. In order to receive reimbursement an employee must present a receipt for the purchase of uniforms to the Employer. Reimbursement will be made within ten (10) working days after presentation of the receipt to the Employer. Employees may be reimbursed for ready-made uniforms, uniform material, or shoes within the limits of this section.

If an employee voluntarily terminates employment with the Employer prior to January 1 of the first (1) year of employment, fifty percent (50%) of the amount reimbursed that contract year for the purchase of uniforms shall be deducted from the employee's last pay check. If an employee begins work after December 31, the employee will be eligible for reimbursement up to fifty dollars (\$50.00) for the first (1) year of employment.

### **Section 5.3 • Overtime and ~~Call In/Call Back Rates~~**

Work performed in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half (1.5) times the regular rate. Effective as of July 1, 1986, the Employer may, at its option, grant an employee's request for compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor. Employees who are called back (after scheduled work hours) or called in (before scheduled work hours), who have not worked or are not scheduled for forty (40) hours of work during that week, and who are not, therefore, eligible for overtime rates shall be paid a ~~call back premium rate of one dollar (\$1.00) per hour over their regular scheduled wage. If called back, the minimum shall be two hours.~~ rate of \$1.00 over their regular scheduled wage. Call in events shall be paid a minimum of one (1) hour. Call back events shall be paid a minimum of two (2) hours.

### **Section 5.6 Break Procedures**

Employees who work less than four (4) hours per day will not receive a break. Employees who work four (4) hours, but less than six (6) hours per day shall receive one fifteen (15) minutes paid break. Employees who work six (6) or more hours daily, shall receive thirty (30) minutes of paid break.

### **Section 8.3 • Bereavement Leave**

Upon advance notice and approval by the supervisor, an employee may take up to five (5) days leave for the death of a spouse/partner, child, step-child, step-parent, grandchild, parent, sibling without using sick time, personal days or vacation. Upon advance notice and approval by the supervisor, an employee may take up to three (3) days leave for the death of a grandparent, sibling's spouse/partner, spouse/partner's parents, spouse/partner's sibling, children's spouse and relative residing in the employee's household without using sick time, personal days or vacation. There will be no deduction from accumulated paid leave. Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

Upon advance notice and approval by the supervisor, an employee may apply up to three (3) days of accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or close friends.

### **Section 9.2 • Posting Positions**

There shall be a posting of jobs and job openings, including summer work, so that the employee qualified for the position shall have an opportunity to apply. Each posting shall include the hours of work and school location. Qualification, seniority, ability, and job performance will be considered in filling posted positions. Employees who post for a lateral position at the same school for which they have been interviewed within the same school year, need not be interviewed a second time. An employee who is promoted shall not receive a reduction in pay.

## **Section 10.2 • Insurance Benefits**

Any employee may retire prior to age sixty-five (65) and receive the same fringe benefits for hospital/medical and life insurance to age sixty-five (65) as that stipulated for active employees at the same level of hours in the year prior to retirement not to exceed six ~~seven~~ seven hundred sixty dollars (~~\$660~~ 760) per month for retirees electing single coverage or one thousand ~~two~~ four hundred ~~forty~~ eighty dollars (~~\$1240~~ 1480) per month for a retiree electing 1+1 for Family coverage, provided the sum of the employee's age and years of service to the District equals or exceeds seventy-five (75).

Employees who have accumulated ten (10) or more years of continuous service to the District, who are at least fifty-five (55) years of age, and who voluntarily terminate their employment with the district or whose position has been abolished, may be allowed to continue participation with the District hospital/medical group.

The complete cost of such insurance shall be paid by the employee on the dates specified by the Employer.

## **Section 10.3 • Accumulated Sick Leave**

~~Employees who are age fifty-five (55) or older and who were hired before December 31, 2003 and with at least ten (10) consecutive years in the Culinary Express contract who is not eligible for severance pay under Section 10.1 but fewer than twenty (20) years of service to the employer shall receive one half (1/2) of the employee's accumulated sick leave at the time of retirement.~~ shall receive payment for fifty percent (50%) of the employees accumulated, unused sick leave, up to a maximum of the hourly equivalent of forty (40) days.

For the purposes of this section "days pay" shall be defined as the wage rate in Article IV Sections 4.1 and 4.2 of this Agreement times the number of hours designated by the Employer for such employee's position at the date of retirement.

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

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

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

The District contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would

violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

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

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

**WAGE PROPOSAL:** 2016-17: 3.0%  
2017-18: 3.0%

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**BOARD OF EDUCATION**  
Special Meeting – August 22, 2016

**AGENDA SECTION:** 3. Adjourn

**ITEM:** \_\_\_\_\_

**COMMENTS BY:** Chris McCullough, Board Chair

This agenda item brings closure to the school board meeting.

**RECOMMENDED ACTION:** Call the meeting to a close.

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

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

Abstentions: \_\_\_\_\_

Time of Adjournment: \_\_\_\_\_