

1 St. Anthony – New Brighton
2 Independent School District 282
3 3303 33rd Ave NE
4 St. Anthony, MN 55418
5

6 **REGULAR MEETING -Tuesday, September 15, 2020**

7
8 **MINUTES**
9

10 **Due to Federal and State emergency declarations and guidance about limiting person-to-person**
11 **contact due to the COVID-19 pandemic, this meeting was conducted by ZOOM teleconferencing,**
12 **MN Statute 13D.021.**
13

14 **Members Present:** Board Chair Leah Slye; Vice Chair Laura Oksnevad; Clerk Lynne Penke
15 Valdes; Treasurer Barry Kinsey; Director Cassandra Palmer; and Director Ben Phillip
16

17
18 **Staff Present:** Superintendent Dr. Renee Corneille; Controller Phan Tu; Director of Athletics,
19 Activities, Facilities, and Transportation Dr. Troy Urdahl; Director of Community Services and
20 Communication Wendy Webster; and Interim Wilshire Park Principal Amy Kujawski
21

22 The Regular Meeting was called to order at 7:00 p.m. by Board Chair, Leah Slye.
23
24

25 **APPROVAL OF THE AGENDA**
26

27 **A motion was made by Ben Phillip and seconded by Laura Oksnevad to approve the**
28 **September 15, 2020 Regular Meeting agenda, as presented. The motion carries 6-0.**
29

30 **APPROVAL OF MINUTES**
31

32 **A motion was made by Cassandra Palmer and seconded by Barry Kinsey to approve the**
33 **Minutes from the September 1, 2020 Regular Meeting, as presented.**
34 **The motion carries 6-0.**
35

36 **APPROVAL OF CONSENT AGENDA**
37

38 **A motion was made by Barry Kinsey and seconded by Laura Oksnevad to approve the**
39 **September 15, 2020 Consent Agenda, as presented.**
40 **With a roll call vote, the motion carries 6-0.**
41

42 **GUEST**
43

44 Marius Massie provided an update to the School Board on community healing circles.
45
46
47
48
49
50
51

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93

ACTION

1. Food Service MOA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between Service Employees International Union, Local 284 (“Union”) and Independent School District No. 282 (“District”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for food service, (“employees”) who are employed by the District;

WHEREAS, the current CBA covers the period July 1, 2018 to June 30, 2020;

WHEREAS, the Union and the District wish to continue good labor relations, and due to unforeseen circumstances surrounding the COVID-19 pandemic, must furlough six (6) food service workers. The process will follow Article XV, Section 6 of the CBA pertaining to Seniority, and the least senior workers will be placed on furlough status. These workers are listed below from most to least senior:

1. Michelle D’Agostino
2. Fayeann Whiteoak-Kerber
3. Colleen Christensen
4. Linda Eichler
5. Phuntsok Namqual
6. Julie Everson

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the Union and the District agree as follows:

1. The above listed employees will be placed into a furlough status effective on the first day of school, 9/8/2020.

Employees who are placed on a furlough status will receive no deductions to their accumulated benefited time including but not limited to sick leave accumulation, personal leave etc. The District will continue any benefits the employees are currently eligible including, but not limited to, Health and Dental during the period of their furlough. Employees who are placed on a furlough status will not earn any paid time absences including, but not limited, to sick leave, personal days, annual leave (Vacation), Holidays, Jury Duty, and Bereavement leave during the period of their furlough.

The remaining eight (8) employees will continue to report to work in-person, with some employees incurring a reduction in shift hours until the return of in-person learning for all students, or the staffing needs of the district increase while in a hybrid or modified hybrid learning mode. These employees will maintain their benefits they are currently eligible for, including, but not limited to, Health and Dental as though they were working their previous assigned work hours. Employees incurring a reduction in shift hours may use their accumulated sick and vacation time to cover the hours reduced until the district restores their hours.

94 If any of the eight (8) employees requests to use any of their benefited leave time and a
95 substitute is needed, the district shall contact the most senior furloughed employee to least
96 senior employee to request that the shift is covered. The least senior employee will be required
97 to fill any substitute requirements if no other employee chooses to substitute. Employees who
98 choose to fill a substitute position shall be paid at their current contract rate.

99 When the district needs to increase labor hours while in a hybrid or modified hybrid learning
100 model, the district will restore the employees who are working at a reduced hour by order of
101 seniority before calling the furloughed employees to fill the needs.

102 When school starts full in person learning, employees will return to their original positions.

103 2. Equal Drafting. In the event any person asserts that a provision of this MOA is
104 ambiguous, this MOA must be construed to have been drafted equally by the parties.

105 3. Entire Agreement. This MOA constitutes the entire agreement between the parties
106 relating to changes to Articles V that are described above. This MOA controls to the extent that
107 it conflicts with the terms of the CBA. No party has relied upon any statements or promises that
108 are not set forth in this MOA. No changes to this MOA are valid unless they are in writing and
109 signed by both parties.

110
111 **A motion was made by Barry Kinsey and seconded by Lynne Penke Valdes to approve**
112 **the Food Service MOA between Local 284 and ISD 282, as presented.**
113 **With a roll call vote, the motion carries 6-0.**

114
115 **2. SAVEA MOU**

116
117 MEMORANDUM OF UNDERSTANDING BETWEEN
118
119 INDEPENDENT SCHOOL DISTRICT #282 AND
120
121 ST. ANTHONY VILLAGE EDUCATION ASSOCIATION
122

123 WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many
124 necessary changes for school districts and educators for the 2020-21 school year; and

125 WHEREAS the district and the union agree that the current collective bargaining agreement
126 between the parties governs terms and conditions of employment; and

127 WHEREAS distance learning, in-person, hybrid or modified-hybrid instruction that combines
128 distance learning and in-person instruction require new considerations with respect to public
129 health and staff and student safety;

130 WHEREAS Executive Order #20-82 requires the parties to bargain over the aspects of
131 reopening that relate to terms and conditions of employment;

132
133 NOW THEREFORE, be it resolved; that for the 2020-21 school year, the following language
134 supplements the language in the collective bargaining agreement between the parties.

135 Teachers whose teaching assignment changed as a result of pandemic teaching
136 requirements during the 2020-2021 school year will retain the right to return to the work
137 assignment held prior to the 2020-2021 school year.

138 A teacher who agrees to a reduced assignment due to a medical leave will have the
139 flexibility to use their reduced time as agreed upon by the teacher and administration. They
140 will spend less time on their duties than a full-time peer, based on their FTE.

141 A teacher who is on a medical leave may use their accumulated and unused sick and/or
142 paid time off balance for up to 6 weeks of their leave until their sick and/or paid time off
143 balance is exhausted, whichever is sooner.

144 A teacher who takes a leave shall not have it impact their seniority status.

145 Reason for Leave and Unemployment

146 WHEREAS, teachers have requested the opportunity to work remotely, but the District has
147 stated that they have insufficient remote work positions available in order to honor this request;

148 WHEREAS, the parties' 2019-2021 collective bargaining agreement grants various types of
149 leaves to teachers;

150 WHEREAS, teachers have therefore requested various leaves during the 2020-2021 school
151 year due to the ongoing COVID-19 pandemic, and the parties understand that such leave
152 requests shall be considered involuntary pursuant to Executive Order 20-05;

153 Medical Insurance

154 Pursuant to the Family Medical Leave Act (FMLA), teachers will be eligible to continue receiving
155 all regular contributions to their health, dental, life, and disability insurance for up to twelve (12)
156 weeks, commencing on the first duty day of the 2020-21 school year, or until a teacher returns
157 to active employment, whichever is sooner. At the end of the twelve (12) weeks, if the teacher
158 has not returned to active employment, the teacher will be eligible to remain on the school
159 district's insurance plan for up to 18 months at the teacher's sole expense.

160 The parties further agree:

161 This agreement addresses the 2019-2021 collective bargaining agreement only and sets no
162 precedent, nor shall it be introduced by either party in any proceeding as evidence of a past
163 practice.

164
165 **A motion was made by Laura Oksnevad and seconded by Ben Phillip to approve the**
166 **SAVEA MOU between ISD 282 and SAVEA, as presented.**
167 **With a roll call vote, the motion carries 6-0.**
168

170 **3. Stadium Field Project**

171
172 On Thursday, September 3, 2020, bids were received for the stadium field project. The low
173 bidder for the project was Peterson Companies, Inc.
174

175
176
177
178
179
180
181
182
183
184
185
186
187
188
189

190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212

213
214
215
216
217
218
219
220
221
222

A motion was made by Cassandra Palmer and seconded by Lynne Penke Valdes to approve Peterson Companies’ base bid of \$1,944,900 and the alternate #1 amount of \$179,000 for the track and field construction project and to approve ACTGlobal’s bid amount of \$351,326 for the synthetic turf, as presented. With a roll call vote, the motion carries 6-0.

4. Preliminary Levy

The final levy certification in December will require a specific dollar amount. The deadline for submission of the proposed levy certification form to Ramsey and Hennepin Counties, as well as MDE, is September 30, 2020.

A motion was made by Laura Oksnevad and seconded by Cassandra Palmer to certify the proposed Levy for taxes payable in 2021 as a maximum levy amount, as presented. With a roll call vote, the motion carries 6-0.

DISCUSSION

1. Refinancing Options

Tax-exempt and taxable interest rates in the bond market are decreasing. Matt Rantapaa, Baird Public Finance, has been monitoring the District’s outstanding debt for potential refunding (refinancing) opportunities.

2. Policy Readings

This was the second reading of the following policies: Policy 522 – Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process; Policy 806 – Crisis Management; Policy 102 – Equal Educational Opportunity; Policy 401 – Equal Employment Opportunity; Policy 413 – Harassment and Violence; Policy 415 – Mandated Reporting of Maltreatment of Vulnerable Adults and the first reading of Policy 103.1 – Grievance Procedure for Complaints of Discrimination.

3. Marius Massie Conversation

The School Board review and discussed the plans for community healing circles.

REPORTS

Superintendent Dr. Renee Corneille shared an update on the first week school.

223 School Board members attended the following events and meetings: AMSD; soccer game;
224 Parks Commission; and Community Services Advisory meetings.

225
226

227 **Adjourn**

228

229 The regular meeting of September 1, 2020 was adjourned at 10:41 p.m.

230 Signed :Lynne Penke Valdes, School Board Clerk

231 Attest: Kim Lannier

232

233