# LABOR AGREEMENT

# **BETWEEN**

# **INDEPENDENT SCHOOL DISTRICT 199**

# AND

# DISTRICT OFFICE ADMINISTRATIVE SUPPORT STAFF

July 1, 2017 through June 30, 2019



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### ARTICLE I

### **PURPOSE**

1. PARTIES: THIS AGREEMENT, entered into between the School Board of Independent School District No. 199, Inver Grove Heights, Minnesota hereinafter referred to as the School Board, and the District Office Administrative Support Group, hereinafter referred to as the Support Staff, pursuant to and in compliance with the public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., provides the terms and conditions of employment for the duration of this Agreement.

#### ARTICLE II

### **EMPLOYMENT STATUS**

- 1. FULL TIME: An employee scheduled to a basic work day of eight (8) hours per, shall be defined as a full-time employee. Full-time employee shall be subject to all the terms and conditions of this Agreement.
- 2. PART TIME: Employees scheduled to a basic work day of less than eight (8) hours, shall be defined as part-time employees. Part-time employees shall be subject to all the terms and conditions of this Agreement, except Article XI (Group Insurance). Employees working between twenty (20) and up to thirty-nine (39) hours per week are eligible for a pro-rated benefit contribution. Employees working less than twenty (20) hours per week may optionally purchase Group Insurance benefits.
- 3. PROBATIONARY PERIOD: All newly hired full-time and part-time employees shall serve a one year probationary period. During the probationary period, the School Board shall have the unqualified right to suspend, discharge, or otherwise discipline an employee without such action being appealable. Employees successfully completing the probationary period shall be considered regular employees and their seniority date shall be their date of hire in a position covered by this Agreement.

#### ARTICLE III

#### **HOURS OF EMPLOYMENT**

- STANDARD DUTY PERIODS: Full-time employees will work eight hours per day exclusive of a thirty (30) minute duty-free lunch period, with starting time to be determined by immediate supervisors.
- 2. SALARY BASIS: All pay will be on a salary basis according to the number of hours worked.
  - 2A. LESS THAN TWELVE MONTH EMPLOYMENT YEAR: Total days of employment for salaried employees who work less than twelve months shall range from 180 to 208 days at the option of the District.
  - 2B. TWELVE MONTH EMPLOYMENT YEAR: Salaried employees' work year shall be based upon a July 1 through June 30 Agreement year.
- 3. WORK WEEK: The basic work week for all employees shall consist of five consecutive days, Monday through Friday.
- 4. PART-TIME AND TEMPORARY EMPLOYEES: The District reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary to meet the needs of the educational program.
  - The employment of part-time or temporary employees will not be used to offset overtime opportunities for full-time employees. This shall not apply to student onthe-job training program.
- 5. PERMANENT CHANGES IN THE WORK SCHEDULE: Shall be discussed with the employee prior to implementation.
- 6. OVERTIME: The rate of one and one-half times an employee's base hourly rate of pay shall be paid for all hours assigned by the immediate supervisor and worked in excess of a basic eight (8) hour work day.
- 7. PREMIUM: The rate of two times an employee's base hourly rate of pay shall be paid for all hours assigned and worked on a Sunday and/or contract holiday.
- 8. CALL BACK: Employees who have completed their basic work day or work week, and are recalled to work, shall receive a minimum of two hours at the applicable overtime rate.

#### **ARTICLE IV**

#### VACATIONS

1. EARNING AND TAKING OF VACATION: Vacation days will be earned per month but the employee will be given credit for the full vacation accrual on July 1st of each year prior to the vacation being earned. When a new employee begins employment on a date other than July 1, the vacation allotted will be prorated from the beginning date of employment through the following June 30. Part-time employees will receive a pro-rated amount of vacation based on their hours per week.

For employees hired prior to June 30, 2006, vacation shall be credited on July 1 of the fiscal year after it has been earned.

The employee may carry over up to ten (10) days of unused, accrued vacation to June 30<sup>th</sup> of the following year. All other vacation must be used in the year it is accrued or it is lost.

- 2. IRREVOCABLE ELECTION: Prior to July 1 of each year, the employee may make an irrevocable election by the applicable deadline to:
  - 1. Defer an amount equivalent of up to five (5) days of vacation to a 403(b) plan. The amount of the deferral shall be calculated based on the daily rate of pay at the time of the elective deferral. Such deferral is subject to the restrictions in applicable 403(b) plans and the limitations contained in the Internal Revenue Code, Regulations and other federal and state law. Compliance with such restrictions and limitations are the sole responsibility of the employee; or,
  - 2. Receive payment by the District for the equivalent of up to five (5) days of pay at the current daily rate of pay; or,
  - 3. Accumulate to a maximum of fifteen (15) days payable at the employee's current daily rate of pay upon retirement.

Any of the foregoing elections will reduce the employee's vacation in the subsequent year by the number of days elected.

- 3. VACATION SELECTION: Vacation may be taken at any time during the basic work year mutually agreed upon by the employee and immediate supervisor.
- 4. VACATION COMPENSATION: Vacation pay shall be at the employee's current rate of pay.
- 5. VACATION ANNIVERSARY DATE: For purposes of vacation accrual under this agreement, the anniversary date is July 1, of the calendar year of employment.

### 6. VACATION EARNED RATES:

12-Month Employees

Years of Service	Days	Per	Month	Total Days	Total Hours
	Earned				
1-5 Years of Service	1.25			15	120
6-8 Years of Service	1.75			21	168
9 Plus Years of Service	2			24	192

10-Month Employees

					Control and the Control and th
Years of Service	Days	Per	Month	Total Days	Total Hours
	Earned				
1-5 Years of Service	.58			7	56
6 Plus Years of Service	.75			9	72

7. At separation of employment, the employer will pay unused, accrued vacation.

Compensation for unused vacation days will be at the employee's current base daily salary rate of pay.

Employees who terminate employment prior to the completion of a fiscal year and who have exhausted their vacation shall reimburse the District for any paid vacation used in excess of the prorated portion of vacation earned during the fiscal year.

#### ARTICLE V

### **PAID HOLIDAYS**

1. During the employment year, twelve month employees shall observe the following paid holidays:

Independence Day
Labor Day
Thanksgiving Holiday (2 days)
Christmas Holiday (2 days)
New Years Holiday (2 days)
President's Day
Memorial Day
One (1) Floating Day TBD by the District

2. During the employment year, ten month employees shall observe the following paid holidays:

Labor Day
Thanksgiving Holiday (2 days)
Christmas Holiday (2 days)
New Years Holiday (2 days)
President's Day
Memorial Day
One (1) Floating Day TBD by the District

- 3. OBSERVANCE: Employees shall observe the above listed holidays on the calendar day established by the District. Employees on an unpaid leave of absence are not eligible for holiday pay.
- 4. PREMIUM: Employees scheduled to work on their observed holiday shall be compensated for all hours worked at the rate of two times the employee's base hourly rate of pay.

#### ARTICLE VI

### SICK LEAVE

- Sick leave shall be one (1) day for each month of full-time employment with unlimited accumulative days. For bookkeeping purposes, a 10 month employee shall be given a credit of ten (10) days sick leave at the beginning of the Agreement year, and a 12 month employee shall be given a credit of twelve (12) days sick leave at the beginning of the Agreement year, provided that in case of voluntary separation or removal for cause of an employee to whom sick leave has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess.
- Sick leave with pay shall be allowed by the District whenever an employee's absence is
  found to have been due to illness or injury which prevented his/her performance of duties
  on that day or days. Sick leave may be granted upon demonstration of need and approval
  of the supervisor.

In accordance with MS181.9413 the District shall pay sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, stepparent, mother-in-law, or father-in-law for such reasonable periods as the employee's attendance may be necessary on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

If sick leave days are not used in the current year, the following additional vacation days will be granted, to be taken by mutual consent with employee and supervisor, in the following year;

<u>1</u>	2 Month
0 sick leave days used	4 additional vacation days
1 sick leave day used	2 additional vacation days
2 sick leave days used	1 additional vacation days

#### 10 Month

0 sick leave days used 1 additional vacation day

The number of vacation days used will be applied against sick leave accumulation.

- The employee may required to furnish medical verification from a qualified medical
  professional indicating the absence was due to illness or injury. The presentation of the
  certificate does not automatically qualify the employee for sick leave pay.
- 4. Employees will be required to exhaust accrued sick leave for any medical related leave of absence. Employees may use other accrued paid leaves after exhausting sick leave. Appropriate medical verification must accompany the application for leave of absence as

- required by the Human Resource Department. The employee shall not accrue additional leave time during any period of unpaid absence for medical leave.
- 5. Allowed sick leave shall be deducted from the accrued sick leave days earned by the employee.
- 6. Holidays due an employee under Article V which occur while on sick leave shall not be deducted from accumulated sick leave days.
- 7. Employees who have accumulated one hundred forty (140) days of sick leave may cash in up to five (5) of those days of unused sick leave over one hundred forty (140) days in June of each year. Such days to be exchanged at a rate of \$50 per day upon notification to the District Payroll Department.

#### ARTICLE VII

### SEVERANCE, RETIREMENT AND ANNUITY PROGRAM

- 1. Full-time employees who have completed at least fifteen (15) years of continuous service with Independent School District No. 199, who are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this Article.
- 2. This Article shall apply to workers whose service has been full time, as defined by this agreement.
- 3. The School District will pay severance upon retirement from School District No. 199. Severance pay will commence ninety (90) days after retirement.
- 4. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year.
- 5. Unused sick leave may accumulate to an unlimited number of days of sick leave per employee. Upon retirement, the employee is to be paid for unused accumulated sick leave, equal to fifty percent (50%) of the employee's unused number of sick leave days, not to exceed seventy five (75) days.
- 6. Full-time employees who have completed at least fifteen (15) years of continuous service with the School District and who are at least fifty-five (55) years of age shall be eligible for early retirement, pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.
  - a) Eligible employees, upon early retirement, shall receive as severance pay an amount representing two (2) days per year of service up to sixty (60) days.
- 6. Members employed for 30 or more hours weekly may elect to participate in the district's matching annuity program. The district will match on a dollar for dollar basis an employee's contribution up to \$1,200.00. Monies contributed by the district will reduce the participant's sick leave payment and severance payment.

#### **ARTICLE VIII**

#### **FUNERAL LEAVE**

- 1. Funeral leave may be granted as follows and is not cumulative:
  - a) Five (5) days funeral leave may be granted upon demonstration of need and approval of the employee's supervisor upon the death of employee's spouse, child, mother or father.
  - b) Leave may be granted in the amount through three (3) days, if necessary, for the death of first degree kindred of the employee or the employee's spouse as follows: foster parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother -in-law.
  - c) Leave of one (1) day may be granted for the death of the employee's aunt or uncle.
  - d) Funeral leave allowed shall not be deducted from the accrued sick leave days earned by the employee unless covered in e or f.
  - e) One (1) day of sick leave may be deducted for funeral leave not covered in a, b or c.
  - f) The Superintendent may grant additional days as needed. Such days will be deducted from accrued sick leave.

#### ARTICLE IX

#### **OTHER LEAVES**

- 1. JURY DUTY: Employees called to serve on a jury shall receive the difference between jury fees and their normal work day or work week compensation. Notice of jury duty must be provided to the Human Resource Department.
- 2. INJURY ON DUTY: Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workmen's Compensation Act. The employee shall have the option to have the difference between the amount paid by the Worker's Compensation carrier and their regular salary paid to them and deducted from such leave.
- 3. UNPAID LEAVE OF ABSENCE: A full-time employee who has been employed by the District for two (2) full years may request a leave of absence without pay for a period not to exceed one (1) year. The request shall be in writing and may be granted by the District subject to the following conditions:
  - a) An unpaid leave of absence, when granted, shall be for a period of time as is agreed upon between the supervisor and the employee and is approved by the District.
  - b) An employee returning from an unpaid leave of absence shall be returned to the employee's former position or to a position of like status and pay subject to entitlement by seniority. Employees not returning to work at the expiration of their leave of absence shall be considered to have resigned.
  - c) Subject to the provisions of this Agreement and the limitations of the group insurance plans, an employee on an unpaid leave of absence may continue to participate in the group insurance plans. An employee choosing to continue participation shall pay the entire monthly premiums of such plans effective on the day the unpaid leave of absence begins.

#### PARENTAL LEAVE OF ABSENCE:

- a) A parental leave is a leave without pay or benefits for a period of up to one (1) year, which shall be granted upon request subject to the provisions of this Section. Parental Leave shall be granted for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children of the employee for an extended period of time immediately following adoption or birth.
- b) An employee shall apply for Parental Leave as required by the Human Resource Department, in writing, with intention to take the leave, at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

- c) In the case of pregnancy, employees may elect to use accrued sick leave at the time of pregnancy and delivery related disability and may request unpaid parental leave for a period following the use of earned sick leave. Appropriate medical verification will be required for such leaves as required by the Human Resource Department. Requests for such leave must be submitted at least thirty (30) days prior to the commencement of the intended leave.
- d) An employee returning from Parental Leave shall be re-employed in an equivalent position, for which he/she is qualified, at the discretion of the District.
- e) Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.
- f) An employee who returns from Parental Leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for Parental Leave.
- An employee on Parental Leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the Parental Leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.
- 5. VOLUNTEER DAYS: One (1) paid day per contract year may be applied for volunteering in a School District to attend school related activities for the employee's child or grandchild, with approval of the employee's supervisor.

#### ARTICLE X

#### **GROUP INSURANCE**

1. For the year beginning January 1, 2018, the District shall contribute the sum of \$14,842.00 for the period, January 1, 2018 through December 31, 2018, and thereafter \$15,139.00 for the period January 1, 2019 through December 31, 2018, toward the premium for health and dental coverage for all employees who qualify for and are enrolled in the District health and hospitalization plan, or HMO, or Dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions.

Effective January 1, 2018, the District will fund the high deductible health and dental plan 100% for the cost of single coverage. The District shall contribute the sum of \$15,133.00 for the period January 1, 2018 through December 31, 2018, and thereafter \$15,738.00 for the period January 1, 2019 through December 31, 2019 toward the premium for health and dental coverage for all employees who qualify for and are enrolled in the high deductible health plan.

- 2. INCOME PROTECTION INSURANCE L.T.D.: The employee is required to participate in and shall pay the entire premium for enrollment in the School District group long-term disability plan.
- 3. LIFE INSURANCE: The District shall contribute the cost of \$80,000 face value group term life insurance annually toward the premium for individual coverage for all employees who qualify for and are enrolled in the School District's group life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Group insurance is subject to the terms of the life insurance policy.
- 5. INSURANCE/RETIREMENT: Employees retiring with ten (10) years of service and age 55 may remain within the hospitalization plan, subject to the approval of the carrier, at the retired employee's expense. This provision applies until the age of 65 years or the retired employee becomes eligible for Medicare.

#### ARTICLE XI

#### **SENIORITY**

- 1. DEFINITION: Seniority shall be defined as the length of continuous employment with the School Board in a job classification covered by this Agreement.
- 2. SENIORITY DATE: Following completion of the probationary period, as provided in Article II, an employee's seniority date shall be established as of the first day of most recent employment in a title covered by this Agreement.
- 3. LOSS OF SENIORITY: Employees shall lose their seniority standing in the event of retirement, resignation, failure to return from a lay-off, discharge, failure to report to work without just cause or a lay-off for more than two (2) years.
- 4. LAY-OFF: In the event it is necessary to reduce the work force, employees shall be laid off by inverse order of their seniority. (A laid off employee shall have the right to replace any less senior employee.) Employees replaced shall in turn have the right to replace any less senior employee. Employees who invoke the replacement rights provided herein, which results in a job classification assigned to a lower or higher pay class, shall be compensated in accordance with the lower or higher paid class and their compensation step placement.
- 5. RECALL: Employees on lay-off status shall have the right to be recalled from lay-off in the order of their seniority. The right to recall shall expire after one (1) year. Employees on a lay-off status shall have the personal responsibility to keep the Human Resource Department informed of their address for the purpose of a recall notice. Notice of recall shall be by certified mail, return receipt requested, and in writing from the Director of Human Resources. The notice shall include the date of return to employment and the job classification of the vacancy. Employees who do not report for employment within ten (10) days, as notified, or who are on lay-off status for more than one (1) year shall be considered to have resigned.

#### ARTICLE XII

#### **GRIEVANCE PROCEDURES**

- 1. DEFINITION: A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms and conditions contained in this Agreement. Days are defined as working days.
- 2. STEP ONE: Whenever any aggrieved employees have a grievance, they shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the matter within seven (7) days after becoming aware of the incident giving rise to the grievance. If the grievance is not resolved through informal discussion within seven (7) days after first meeting, the grievance shall be reduced to writing and submitted to the Superintendent or his designee, within seven (7) days. If the grievance involves a matter which substantially affects a large number of employees, the grievance shall be reduced to writing and submitted to the Superintendent within seven (7) days after becoming aware of the grievance.
- 3. STEP TWO: The Superintendent or his designee shall meet with the employee within seven (7) days after receipt of the written grievance and attempt to mutually resolve the dispute. The terms of the resolution, if any, shall be written on the grievance and signed by both parties. If no agreement is reached within ten (10) days after the first Step Two meeting, the employee may request by written notice to the Superintendent that the grievance be submitted to final and binding arbitration within five (5) days after receipt of the Superintendent's written reply.
- 4. ARBITRATION: The Superintendent and employee shall endeavor to select a neutral arbitrator to hear and decide the grievance. If the Superintendent and the employee are unable to agree upon an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to decide who strikes the first name, the question shall be decided by a flip of a coin.
- 5. DECISION: The decision of the arbitrator shall be final and binding upon the employee, and the School Board and shall be rendered in writing within thirty (30) calendar days after the close of the hearing. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing Agreement.
- 6. EXPENSE: The processing of grievances may be during the regularly scheduled working hours and employees shall not lose wages due to their necessary participation. The parties shall equally share the fees and expenses of the arbitrator.
- 7. MISCELLANEOUS: The parties may by mutual agreement waive any step and extend any time in the grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

# ARTICLE XIII

# NON-DISCRIMINATION

1. The terms and conditions established by this Agreement will be applied to all employees equally, without regard to or discrimination for or against any individual because of race, creed, color, sex, national origin or age.

#### **ARTICLE XIV**

### JOB POSTING, PROMOTION, TRANSFER

- 1. POSTING: The District will, post notices of new classifications or vacancies. The job posting will be for a minimum period of seven (7) calendar days.
- 2. Posted job positions will be filled as soon as practicable and may be filled by a "temporary" assignment of an employee.
- 4. PROMOTIONS: New job or vacant job positions will be filled based upon the principle of "promotion from within", provided employees have the qualifications and ability to perform the duties and responsibilities of the new or vacant job as determined by the District. Employees promoted to a higher paying job shall serve a 45 working day trial period. If, during this trial period, it is determined by the School Board that the employee's performance is unsatisfactory, the School Board shall reassign the employee to his/her former job classification. Employees serving a probationary period shall not be eligible for promotion unless no regular employee applies for the vacancy.

# ARTICLE XV

# STAFF INSERVICE

1. STAFF INSERVICE: There will be an amount budgeted annually for clerical staff in-service activities.

#### ARTICLE XVI

# **RATE OF PAY**

Step	2017-2018	2018-2019
1	\$26.79	\$27.33
2	\$27.04	\$27.58
3	\$27.29	\$27.83
4	\$27.54	\$28.08
5	\$27.79	\$28.33

#### STEP ADVANCEMENT:

New hires will be placed at Step 1 of the salary schedule. An employee will be advanced one (1) full step on the salary schedule on July 1 each year provided they began work prior to January 1 of the year.

#### LONGEVITY:

Employees who have completed the following amounts of service in the District shall receive the corresponding amount of longevity pay per hour in addition to the basic wage rate. Employees shall receive longevity increases on the employee's anniversary date.

a)	Upon completion of the 10th assigned duty year.	\$.65
b)	Upon completion of the 15th assigned duty year.	\$.80
c)	After the 20th Year	\$1.00

#### ARTICLE XVII

# DISCIPLINE

- 1. The employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
  - a) Oral reprimand
  - b) Written reprimand
  - c) Suspension
  - d) Demotion
  - e) Discharge
- 2. Suspension, demotions and discharge will be in written form.
- 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.
- 4. Employees may examine their own individual personnel files as permitted under MN Statute under the direct supervision of the employer.

#### **ARTICLE XVIII**

#### **DURATION**

- 1. TERMS AND RE-OPENING NEGOTIATIONS: The Agreement shall remain in full force and effect for a period commencing July 1, 2017 through June 30, 2019. It is understood that in the event Agreement negotiations extend beyond June 30, 2019, salary increments shall be held in abeyance until a new Agreement occurs. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019.
- 2. EFFECT: This Agreement constitutes a full and complete agreement between the School Board and the District Office Staff. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 3. SEVERABILITY: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

# IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DISTRICT OFFICE ADMINISTRATIVE	INDEPENDENT SCHOOL DISTRICT NO. 199
SUPPORT STAFF	
Benedert Whille	Matter I Shul
Negotiations Member	Board Chair
(Beverly Mueller)	(Matt Schaefer)
Negotiations Member	School Board Clerk
(Lyndsey Elwell)	(Sherry Warrick)
Lindsay	V
Levin Morson	
Negotiations Member	
(Leslie Thorson)	
8/22/17	8/21/17
Date	Date