

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 10-31-2013

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

653246

1. File Number: C- 00525

Person Filing

2. Name and mailing address (include ZIP Code):

Name Phillip B Wilson

Title

Organization LRI Consulting Services, Inc.

P.O. Box, Bldg., Room No., if any

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma ZIP Code + 4 74011

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization NEXUS

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 505 Highway 169 North, Suite 500

City Plymouth

State MN ZIP Code + 4 55441

7. Date entered into:

6 / 1 / 2017

8. Name of person(s) through whom made:

Name Curtis Knutson

Name

Name

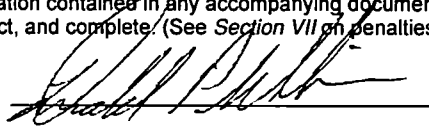
Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed



President
(If other title, see
instructions)

Title CEO

14. Signed



Treasurer
(If other title, see
instructions)

Title President

On 7/14/2017

Date

918-455-9995

Telephone Number

On 7/14/2017

Date

918-455-9995

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

See Attached

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 6/12/17

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Michael Cunningham

Organization Advanced Labor Consulting LLC

P.O. Box, Bldg., Room No., if any

Street 800 Belle Terre Pkwy, Ste 200-218

City Palm Coast

State Florida ZIP Code + 4 32164

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

Coordinators, Bus Drivers, Facilities Technicians,
Food Service Assistants I & II, Housekeepers,
Vocational Job Coaches, Vocational Trainers, And
Teaching Assistants

12.b. Identify subject labor organizations:

State, County & Municipal Employees



LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Proposal

June 1, 2017

Curt Knutson
Vice President of Operations
NEXUS
505 Highway 169 North, Suite 500
Plymouth, MN 55441

763-551-8669
cknutson@nexus-yfs.org

RE: Decertification Consulting, Petition 25-RD-191106

Situation Assessment

You have requested a proposal to provide materials and consulting services to help you win an upcoming NLRB election. Your employees have expressed interest in exercising their right to remove their union. You have a few short weeks to educate them about the disadvantages of unions, their right to choose for themselves whether to be represented by a union, and the advantages of a direct relationship with you. You want to make sure that your employees understand the facts, that your campaign does not interfere with their protected rights and that it provides the best opportunity to build trust with them.

Proposed Intervention(s)

Campaign Consulting: We will provide a senior LRI consultant to communicate your message directly to employees in small group meetings and informal one-on-one interactions. Our consultant will educate employees about the reality of bargaining, the nature of unions and their legal right to choose for themselves whether they wish to be represented by a union. Our consultant will help you and your legal counsel to develop a complete campaign strategy based on your unique circumstances.

Objectives

Our objectives for this engagement include:

- Educating your employees about their rights and winning an NLRB decertification election by as wide a margin as possible or have the union disclaim interest in representing your employees, without meritorious election objections or unfair labor practice charges;
- Increase trust and credibility between employees and the leadership team by improving communication and developing leaders' ability to create a positive employee relations environment;
- Regain your direct-relationship with employees.

Value to Organization

- You avoid a steep-and slippery-learning curve and are free to do the most important trust-building work;
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company;
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.

Terms and Conditions

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this

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Broken Arrow, OK 74011



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proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

Payment Terms

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

Acceptance

We accept the Proposal above and the intervention selected:

_____ Decertification Consulting

For LRI Consulting Services, Inc.

For NEXUS

Phillip B. Wilson, President/General Counsel

Date: June 1, 2017

Curt Knutson, Vice President of Operations

Date:

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