



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
October 3, 2013
6:30 PM

I. Call to Order

- A. Welcome Public
- B. Pledge of Allegiance
- C. Read for the Record

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. Minutes of the September 19, 2013, board meeting
 - a. September 19, 2013, board meeting 3
 - b. September 19, 2013, closed session 6
 - c. September 30, 2013, special board meeting 7
- 2. Human Resource Report 8
- 3. Donations 10
- 4. Cancel Board Agenda Committee meeting scheduled on October 7, 2013 13

III. New Business

- A. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2013-2015 Master Agreement with the Operations and Maintenance Supervisors 14

Speaker(s): Executive Director of Human Resources Stacey Sovine

- B. Receive a Report on Curriculum

Speaker(s): Kathy Funston

IV. Reports

- A. Superintendent

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.

B. Board Members

C. Student Advisor

V. Adjourn to Board Workshop Followed by a Closed Session to Discuss Negotiation Strategies

A. Discuss Legislative Priorities

Speaker(s): Directors Luth, Hill, and VandenBoom

B. Committee Structure

Speaker(s): Superintendent Joe Gothard

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 September 19, 2013

The meeting of the Board of Education was called to order by 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 VandenBoom, Luth, Schmid, Hill, Currier, Alt, and Chair Sweep. Others in attendance were Superintendent Gothard, Student Advisor Shreedaran, administrators and staff

Attendance

Sweep welcomed the public and asked Luth to lead the Pledge of Allegiance.

Welcome and Pledge

Moved by Schmid, seconded by Alt, to approve the agenda with new business item B presented before new business item A. Motion carried (7, 0).

Agenda

Moved by Hill , seconded by Luth, to approve the consent agenda as follows:

Consent Agenda/
Minutes/

- Minutes of September 5, 2013, regular board meeting.
- Personnel changes for K. Borchert, C. Brett, B. Empting, K. Giliuson, J. Morgan, K. Salmela, M. Bousu, W. Morgan, L. DeLisi, R. Betting, A. Brunnelle, M. Christensen, L. Erickson, T. Kaisershot, R. Martinez, K. Soderholm, A. Wildes, L. Herman, K. McBride, S. Raichert, K. Roark, G. Simon, A. Kaahiye, T. Milinovich, K. Menge.
- Donation of four boxes of school supplies; two from Fairview Ridges Hospital and two boxes from ISD 191 staff; \$36.00 from J. Swanberg, \$180.00 from K. Volner, \$16.15 from N. Rian, \$57.69 from B. Sillmon, and three boxes of school supplies from L. Raley to Eagle Ridge Junior High.
- Approved August payroll checks numbered 717359-717387, and direct deposit notices numbered 510674-512401, in the net amount of \$3,652,930.04. June, July, August, and September claims to date represented by checks numbered 426565-427198, 1008126-1008260, and 100837-100858 and wire transfers and adjustments totaling \$7,395,357.99. Accepted receipts of \$15,606,920.15 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$61,392,342.35 as of August 31, 2013.
- Adopt a resolution regarding Legislative Committee

Human Resources

Donations

Receipts,
Payroll, etc

Legislative

<p>establishment and Board member appointments.</p> <ul style="list-style-type: none"> - Schedule a special board meeting on September 30, 2013, at 7:30 a.m. at the ISD 191 Administrative Services Center (100 River Ridge Court, Burnsville, MN 55337) to Certify the Proposed Property Tax Levy Payable 2014 and to approve the date of the Truth in taxation Hearing to be held as part of the December 19, 2013, regular board meeting beginning at 6:30 p.m. 	<p>Committee Schedule Meeting</p>
<p>Chair Sweep thanked our generous donors. Motion carried (7, 0).</p>	
<p>Director Luth gave an oral report.</p>	<p>Reports</p>
<p>Received a report on the Summer EDGE programs from Community Education Director Tom Umhoefer and Project K.I.D.S. Director Shar Lattery.</p>	
<p>Received a report on Youth Services/Youth Development from Community Education Director Tom Umhoefer and Youth Services Coordinator Fay Finn.</p>	
<p>Moved by Currier, seconded by VandenBoom, to approve the Annual Report on Curriculum, Instruction, and Student Achievement as presented by Assistant Superintendent C. Amoroso, Curriculum Director K. Funston, Instruction Director D. Bernard, and Assessment Director D. Darsow. Motion carried (7, 0).</p>	
<p>Moved by Hill, seconded by Schmid, to approve seasonal, casual, and temporary employee pay rates for the 2013-14 school year. Motion carried (7, 0).</p>	<p>Approve pay rates</p>
<p>An oral report was given by S. Shreedaran.</p>	<p>Student Report</p>
<p>Moved by VandenBoom, seconded by Schmid, to adjourn to a board workshop at 7:39. The workshop will be followed by a closed session to discuss negotiation strategies. Motion carried (7, 0).</p>	<p>Adjourn</p>
<p>The workshop began at 7:45 p.m. and adjourned at 9:12 p.m.</p>	<p>Workshop</p>
<p>The following items were discussed:</p> <ul style="list-style-type: none"> • Overview of Project Management • Budget FY15 Guiding Change Document and Process • TIF Presentation 	

Bob VanderBoom, Clerk

10/3/2013
Date Approved

DRAFT

**Closed Session Notes
INDEPENDENT SCHOOL DISTRICT 191
September 19, 2013**

This meeting will be closed as permitted by Minnesota Statutes, section 13D.03 to discuss ISD 191's labor negotiation strategies.

Preliminary

The school board closed session was called to order by Chair Sweep at 9:17 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Luth, Alt, Hill, Currier, Schmid VandenBoom and Chair Sweep.

Attendance

Others in Attendance: Joe Gothard, superintendent; Lisa Rider, executive director of business services; Stacey Sovine, executive director of human resources; and Jami Kenney, executive assistant.

The following item was discussed:

Agenda

- Negotiation Strategies with the Burnsville Education Association.

The closed session adjourned at 10:17 p.m.

Adjourn

Bob VandenBoom, clerk

Date Approved

**Special Board Meeting Minutes
INDEPENDENT SCHOOL DISTRICT 191
September 30, 2013**

The special meeting of the Board of Education was called to order by Chair Sweep at 7:30 a.m. at the Administrative Services Center, 100 River Ridge Ct., Burnsville, MN.

Call to Order

Members present: Directors VandenBoom, Luth, Schmid, Currier, Alt, Chair Sweep, and Superintendent Gothard. Member absent: Director Hill. Others in attendance were administrators and staff.

Attendance

Sweep welcomed the audience and asked Schmid to lead the Pledge of Allegiance.

Pledge

Moved by Luth, seconded by VandenBoom to approve the agenda. Motion carried (6, 0).

Agenda

Moved by Schmid, seconded by Alt, to certify the proposed property tax levy for taxes payable in 2014 and authorize the clerk to execute the levy certification forms in the "maximum amount" and to also schedule the Truth in Taxation Hearing on December 19, 2013, to be held during the regularly scheduled board meeting beginning at 6:30 p.m. (6, 0).

Consent Agenda

Moved by Currier, seconded by Alt, to adjourn at 7:36 a.m. Motion carried (6, 0).

Adjourn

Bob VandenBoom, clerk

October 3, 2013
Date Approved

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: October 3, 2013

RE: Recommended Personnel Changes

**Certified
Appointment**

Julie Knudsen *Replacement-Teacher, Grade 1, 1.0 FTE, SO, effective 10/2/13

Amy McCusker -Replacement-Teacher, ECFE, .4 FTE, DEC, effective 9/30/13

Megan Splittstoesser *Replacement-Long term substitute, , ESL, 1.0 FTE, SO, effective 9/24/13 - 11/15/13

Resignation

Amanda Geuke -Teacher, GP, effective 10/4/13

Retirement

Eileen Abrahamson -Teacher, Rahn, after 26 years in the District, effective 10/4/13

Joanne Sikorowski *Teacher, BHS, after 21 years in the District, effective 11/5/13

**Classified
Appointment**

Sahro Abdullahi -New-Somali Cultural Liaison, 8 hrs/day, SO, effective 9/30/13

Serena Ridgeway -Replacement-Food Service Associate, 3.75 hrs/day, BHS, effective 9/19/13

Change in Assignment

Melinda Cizinski -Assignment changes to Food Service Associate, 3.5 hrs/day, MJH, effective 9/23/13

Joelle Larson *Assignment changes to Food Service Associate, 5.75 hrs/day, BHS, effective 10/1/13

Joan Martin -Assignment changes to Food Service Associate, 3.75 hrs/day, MJH, effective 9/23/13

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 10/03/2013

Manuela Morales

-Assignment changes to Custodian, 8 hrs/day, BHS, effective 9/16/13

Resignation

Heidi Lindstrom

-Food Service Associate, BHS, effective 9/20/13

Teri Smith

-Food Service Associate, BHS, effective 9/6/13

Community Education

Appointment

Ella Fink

-Replacement-SA Team Coordinator, 7 hrs/day, VV, effective 9/30/13

Alicia Vitalli

*New-Program Associate, 8 hrs/day, DEC, effective 9/16/13

TO: Board of Education
Mr. Joe Gothard, Superintendent

FROM: Shannon McParland, Principal – Sioux Trail School

DATE: September 19, 2013

RE: Grant Award

Sioux Trail received the following grant from the National Dairy Council "got milk? ® Campaign and Fuel Up to Play 60 Gen YOUth Foundation. See the attached grant letter.

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

Gen YOUth Foundation	\$ 1,000.00
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Gen YOUth Foundation
10255 West Higgins Road
Rosemont, IL 60018-5616

TO: Board of Education
Mr. Joe Gothard, Superintendent

FROM: Shannon McParland, Principal – Sioux Trail School

DATE: September 19, 2013

RE: Grant Award

Sioux Trail received the following grant from the Midwest Dairy Council and America's Dairy Farmers Gen YOUth Foundation. See the attached grant letter.

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

Gen YOUth Foundation	\$ 4,000.00
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Midwest Dairy Association
2015 Rice Street
St. Paul, MN 55113



Superintendent of Schools

TO: Members, Board of Education
Agenda II.B.4
October 3, 2013

FROM: Superintendent Joe Gothard

DATE: October 3, 2013

RE: Cancel Board Agenda Committee Meeting

Recommendation: That the Board of Education cancels the Board Agenda Committee meeting scheduled on October 7, 2013.

The Board Agenda Committee that met on Monday, September 30, 2013, discussed the October 3 and October 10 board meetings. The next Board Agenda Committee will meet on November 4, 2013.

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: III. A

To: Members of the Board of Education
 Superintendent Joseph Gothard

From: Stacey Sovine
 Executive Director of Human Resources

Date: October 3, 2013

RE: **Collective Bargaining Agreement with Operations and Maintenance Supervisors**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2013-2015 MASTER AGREEMENT WITH THE OPERATIONS AND MAINTENANCE SUPERVISORS

District and Union members reached a tentative agreement on September 26, 2013. There are four Operations Supervisors with the elimination of the Project Supervisor position. These employees supervise areas under Operations and Properties to ensure our buildings, grounds, equipment are clean and safe, and well maintained. The district appreciates their work. The following agreement will be in place from July 1, 2013 through June 30, 2015.

The major language items agreed upon in the tentative agreement include:

- Updated medical insurance language to reflect current plan
- Updated wellness language to comply with Affordable Healthcare Reform
- Included \$ 1500 stipend for B shift supervision
- Increased post retirement match by \$500
- Modified salary schedules to reflect current job positions

Economic terms agreed to include:

Total

- 2 year increased cost \$32,000 (nearly half of expense related to insurance premium increase)
- Increase on the modified salary schedule is 2% over two years
- MSBA 2 year package increase is 7.34%

EMPLOYMENT AGREEMENT
July 1, ~~2014~~ 2013 - June 30, ~~2013~~ 2015

BOARD OF EDUCATION
DISTRICT 191
AND
OPERATIONS AND MAINTENANCE SUPERVISORS

PREAMBLE

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This agreement, entered into on the 1st day of July ~~2011~~ 2013 between Independent School District 191 and the Operations and Maintenance Supervisors, hereinafter called the Association.

ARTICLE I - PURPOSE

The School District and the Association agree that the purpose for entering into this Agreement is to:

- Section 1. Establish the foundation for an effective and productive relationship.
- Section 2. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this contract.
- Section 3. Place in written form the agreed-upon "terms and conditions" of employment for the duration of this Agreement.

ARTICLE II - RECOGNITION

- Section 1: The employer recognizes the Association as the exclusive representative, under Minnesota Statutes, Section 179.71, Subd. 3, for all Operations and Maintenance Supervisors in the Buildings and Grounds Department of Independent School District 191, Burnsville, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential employees and all other employees. The unit is made up of supervisory employees as defined in PELRA.
- Section 2. In the event the employer and the Association are unable to agree as to the inclusion or exclusion of a present, new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III - DEFINITIONS

- Section 1. Terms and conditions of employment shall, hereinafter in the Agreement, mean the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of employees, subject to the provisions of PELRA of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this contract.
- Section 2. Employee shall, hereinafter in the Agreement, mean personnel included within the appropriate unit established by Article II, Section 1, and covered by this Agreement.
- Section 3. School District shall, hereinafter in the Agreement, mean Independent School District 191, or its designated representative.
- Section 4. Superintendent shall, hereinafter in the Agreement, mean the Superintendent of Independent School District 191 or a designated representative.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

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- Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and confer 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 school District, its overall budget, utilization of technology, the organizational structure, and section and direction and number of personnel.
- Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide education and opportunity for the students of the School District.
- Section 3. Effect of Laws, Rules and Regulations: The Association recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws. Any provision of this Agreement found to be in violation of any such laws rules, regulations, directives or order shall be null and void and without force and effect.

ARTICLE V - ASSOCIATION RIGHTS

- Section 1. Dues Deduction: Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of the Association membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.
- Section 2. Right to join: Employees shall have the right to join the Association and the right not to join the Association.
- Section 3. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee 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 Association

ARTICLE VI - COMPENSATION

- Section 1. Salary Schedule: Effective July 1, ~~2014~~ 2013, through June 30, ~~2013~~ 2015, and until a successor Agreement is reached, annual salaries will be as follows:

	2011-2012	2012-2013
Maintenance / Operations Supervisor	\$58,693	\$59,573
District-wide Project Manager	2011-2012	2011-2013
Effective July 1, 2011	\$62,794	\$63,735

	<u>2013-2014</u>	<u>2014-2015</u>
Operations Supervisors	\$ 61,184	\$ 62,794

Section 2. Longevity: Effective July 1, 2010 Operation and Maintenance Supervisors that have completed ten (10) years of District service are eligible for a \$1,000 stipend; after twenty (20) years, an additional \$1,000 stipend.

Section 3. Mileage: Reimbursement, on job-related activities according to District policy, will be paid upon submission of proper forms.

Section 4. Performance Incentive Pay: Effective July 1, 2011 2013 through June 30, 2015, Operation and Maintenance Supervisors who successfully complete a series of (7) training sessions on selected supervisory/managerial topics and implement the strategies will receive \$500.00 in each year of the contract.

Section 5. Effective July 1, 2013, the B shift supervisor shall receive \$1,500 annually prorated according to period of assignment. This amount is above the daily rate of pay and is not included in any other daily rate of pay calculations.

ARTICLE VII - PAID ABSENCES

Section 1. Sick Leave: All employees shall be credited with thirteen (13) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated. Day shall be defined as the employee's normal workday.

Subd. 1. Sick leave may be used only in cases of necessity when the employee is unable to perform job duties and responsibilities because of illness or injury.

Subd. 2. Earned sick leave, which is unused, may be accumulated to a maximum of one hundred five (105) days.

Subd. 3. Doctor or dental appointment may be considered sick leave absence.

Subd 4. Employees may use sick leave for serious illness of employee's spouse, children, significant other or parents.

Section 2. Bereavement: Employees may be absent to a maximum of three (3) normal work days for each occurrence, if necessary, to attend and make arrangements in the event of a death in the employee's immediate family. A maximum of two (2) additional days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.

Subd. 1. Immediate family shall be defined as the employee’s parents or former guardian, spouse, parents of spouse, brother or sister and in-laws of a similar degree, children, son-in-law, daughter-in-law, grandchildren, grandparents of employee or spouse, or a dependent living in the immediate household.

Section 3. Personal Business Absence: Full-time employees may be granted a maximum of two (2) normal workdays per year to conduct personal business, which cannot otherwise be performed outside of the normal workday. Such days are cumulative to three (3) days.

Subd. 1. Examples of the use of this absence are court appearance, estate settlements, and funerals not covered by Section 2 of this Article.

Subd. 2. Employees using this absence shall notify the Director of Operations at least twenty-four (24) hours in advance of the absence, except in the event of an emergency.

Section 4. Jury Duty: An employee required to appear for jury duty will be paid the difference between the employee’s daily income and jury duty fees, excluding mileage and expenses, for day(s) on which the employee is at the court site. The employee is required to provide a signed attendance form from the court before payment for jury duty.

Subd. 1. Employees selected for jury duty shall notify the Director of Operations as soon as practicable after being notified of their selection.

Subd. 2. Employees shall report for work on the normal workday immediately prior to and the workday immediately following the last day of jury duty.

Subd. 3. Employees shall notify their supervisor when they are available for duty after completing jury duty.

Section 5. Professional Absence: Employees may be allowed to attend professional meetings and other activities of a professional nature with full pay. Wherein employees attend meetings on behalf of the District and upon the instruction of Central Administration, expenses shall be paid by the District. Such authorization should be obtained ahead of time. Wherein Employees attend meetings or visitations, etc., of a professional nature at the expense of the School District, a written report, suitable for publication or distribution among the staff, is expected, so that all may benefit from the professional experience.

Section 6. Injury on Duty.

Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers’ Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers’ Compensation Act and the employee’s daily income to the extent of the employee’s accumulated

sick leave.

Subd. 2. Employees not electing to supplement Workers' Compensation benefits by a sick leave deduction shall receive only the Workers' Compensation benefit and shall not be deducted sick leave for the period of absence.

Subd. 3. In no event shall the additional compensation paid to the employee, by virtue of the sick leave deduction, result in the payment of a total daily, weekly or monthly compensation that exceeds the normal income of the employee.

Section 7 Attendance incentive.

~~Employees with a minimum of forty five (45) days in their leave bank are eligible to participate in the incentive of selling back sick days at \$75.00 per day, contributed to the employee's CHP account. Leave days include all absences except Bereavement.~~

~~—————The eligibility for conversion will be based on the following schedule:~~

~~—————If you use 1 or less leave days in the previous year, you will be allowed to sell back up to 5 days at \$75.00 per day.~~

~~—————If you use more than 1 day but no more than 3 leave days in the previous year, you will be allowed to sell up to 3 leave days at \$75.00 per day.~~

An employee who as of July 1 (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of April 15th of the same tax year, and (c) has taken one (1) or less leave days in the 365 day measurement period immediately preceding that April 15, shall have sufficient leave days converted at the rate in effect on that April 15 to equal three hundred seventy-five dollars (\$375) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employee who as of July 1 (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of April 15th of the same tax year, and (c) has taken more than 1 leave day up to three (3) leave days in the last 365 day measurement period immediately preceding that April 15 shall have sufficient leave days converted at the rate of pay in effect on that April 15 to equal two hundred and twenty-five dollars (\$225) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employees that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to an HRA contribution.

"Leave days" include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

ARTICLE VIII - GROUP INSURANCE

Section 1. Health and Hospitalization

~~Subd. 1. Single Coverage: The School District shall contribute 95% of the full amount of individual coverage beginning July 1, 2011, or upon effective date of an individual's employment and continue monthly until June 30, 2013. The employee shall pay the balance.~~

~~Subd. 2. Dependent Coverage: The District contribution for full-time employee dependent coverage shall be based upon the rate for the office visit co-pay HMO/PPO program. The district shall contribute 80% of the total premium for dependent coverage. The balance of the premium shall be the responsibility of the employee.~~

~~Subd. 3. Husband/Wife Employee Coverage: When both an operations and maintenance supervisor and his/her spouse are employed by the district and are eligible for insurance, the operations and maintenance supervisor shall contribute an amount equal to 5% of the single premium towards family coverage. The district shall pay the remainder of the premium.~~

Subd 1. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for a full-time employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 2. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for a full-time employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 3. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 2. Dental:

Subd. 1. 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 shall be available to each employee eligible for single coverage. The cost 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.

Section 3. Long-term Disability: During the term of this Agreement, the School District shall contribute the monthly premium cost, on behalf of eligible and enrolled full time employees of the group income protection plan, adopted by the School District.

Section 4. Life Insurance:

Subd. 1. The School District will provide \$50,000 term life insurance for each employee.

Subd. 2. Pursuant to the terms of the policy purchased by the District, unit members will purchase through payroll deduction an additional \$100,000 in term life insurance.

Section 5. Duration of Coverage:

Subd. 1. Full-time employees who are employed for a normal work year shall be covered by the insurance programs established by this Article of the period defined as the policy year.

Subd. 2. Upon separation from employment, all School District contributions shall cease as of the employee's last paid work day except as otherwise provided in this agreement.

Section 6. Eligibility: To be eligible to participate in the insurance programs established by this Article, an employee must be scheduled to a normal work week of twenty (20) hours or more.

Section 7. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A Board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans:

Subd. 1: Tax-sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Operation and Maintenance Supervisors. Regulations and procedures are available in the Human Resources Offices. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

Subd. 2. Effect July 1, 2012 2013, the District will match up to ~~\$1000.00~~ \$1,500 per year to an approved Minnesota deferred compensation program. The District will authorize up to ~~\$1000.00~~ \$1,500 salary reduction per year payable to a Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the

ARTICLE IX - HOLIDAYS

- Section 1. Employees shall receive ten (10) paid holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day, and one floating holiday to be scheduled consistent with the school calendar and with the approval of the supervisor.
- Section 2. If any paid holiday falls during a full-time employee's vacation period, the day shall not be deducted from earned vacation.
- Section 3. To be eligible for paid holidays, an employee must be full-time as defined by Article VI, Section 1.

ARTICLE X - WORK YEAR & VACATION

- Section 1. Employees receive twenty-eight (28) days paid vacation, prorated for part day or part-year. Effective July 1, 2012, an employee shall accrue vacation days at 2.5 days per month, on the last day of the month, up to a maximum of 25 days accrual balance. Employees hired before July 1, 2000 can have up to a maximum of 75 days accrual balance.
- Section 2. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.
- Section 3. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.
- Section 4. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.
- Section 5. As exempt employees, employees are expected to fulfill job responsibilities for an agreed-upon salary. While exempt employees neither complete time sheets nor are eligible for overtime benefits, exempt employees may independently manage their time in a way that best allows them to fulfill job responsibilities.

ARTICLE XI - REDUCTION OF THE WORK FORCE

- Section 1. In the event conditions necessitate a reduction of bargaining unit employees, the following procedure will be used: 1) Voluntary separations will be accepted; 2) Seniority shall determine any further reductions. Seniority is defined as continuous employment in any position in the District. An employee may not bump into a higher paying job classification.
- Section 2. In the event reduction occurs, and subsequently the force is again enlarged, the last

employee laid off will be the first one hired. The rehiring will be the reverse order of the reduction procedure. If any employee refuses an offer to re-employment up to two (2) years after being laid off, the employee will lose any rights to preferential re-employment.

- Section 3. For employees hired into this unit prior to July 1, 2000, in the event a reduction occurs, eligible members will receive severance pay upon separation from employment, provided they have at least ten (10) years of experience in the district. Members who receive severance due to a reduction in force and are then recalled, will receive a district match consistent with Article XIII Section 2.

ARTICLE XII - JUST CAUSE

No member of this unit will be suspended without pay or reduced in rank without just cause.

ARTICLE XIII - SEVERANCE PAY

- Section 1. A member of this unit, whose employment ceases in ISD 191 for reasons other than cause, who has ten (10) years or more of District service, and who began employment with ISD 191 prior to July 1, 1988, shall receive severance pay equal to \$250.00 plus three (3) days pay at the current rate for each year of District service. Upon retirement from the district, one hundred percent (100%) of the severance amount for which a member is eligible will be placed in the Minnesota Retirement System's, Post Retirement Healthcare Savings Plan.
- Section 2. A member of this unit hired after July 1, 1988, shall receive a District match of up to \$500 per year to an approved Minnesota deferred compensation program, which becomes accepted when it is adopted by at least ten (10) participating employees. The District will authorize up to \$500 salary reduction per year payable to a Minnesota deferred compensation program. This is in addition to the match defined in Article VIII, Section 2 8.
- Section 3. Employees who retire from the district shall be eligible to remain in the existing group health and hospitalization insurance programs. Employees hired prior to July 1, 1988, shall be eligible for a District contribution of fifty percent (50%) toward single or dependent coverage until the employee is eligible for Medicare or until the death of the employee, whichever is earlier.

ARTICLE XIV - Leaves of Absence

- Section 1. Employees who have at least ten (10) years of service in the district may request up to a one-year leave of absence. Employees retain their right to return to their former position, provided they return at the designated time. Employees, who fail to return on the designated date, shall be terminated from employment.

ARTICLE XIV - GRIEVANCE PROCEDURE

- Section 1. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be

processed as a grievance as hereinafter provided.

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Section 2. In the event that an employee or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance to the grievor within thirty (30) working days of the occurrence of the grievance. The grievor shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting.

Section 3. If the Association or the employee is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within Level 1 timeliness, the grievant may submit the grievance within ten (10) working days of the written disposition at Level 1 to the Superintendent. Within ten (10) working days of the receipt of the grievance, the Superintendent or designee shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting.

Section 4. If the Association or the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within Level 2 time lines, the Association or the employee may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Superintendent within fifteen (15) working days of the Level 2 decision. PELRA rules shall be followed.

ARTICLE XV - DURATION

Section 1. This agreement shall become effective as of July 1, ~~2011~~ 2013, unless specified otherwise herein, and shall continue in full force and effect through June 30, ~~2013~~ 2015, and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 2. Any and all prior contracts, resolutions, practices, policies, rules or regulations inconsistent with the provision of this Agreement are hereby superseded.

Section 3. The Association and the School District mutually acknowledge that during the meet and confer which resulted in this Agreement each had the opportunity to make demands and proposals regarding the terms and conditions of employment for employees covered under this Agreement. All understandings and agreements arrived at by the Association and the School District during their negotiations are fully and completely set forth in this Agreement. The parties may, by mutual agreement, amend this Agreement during its term.

Section 4. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the School District or the Association may serve written notice to modify or terminate this Agreement. A party which gives notice of a desire to modify this Agreement shall within sixty (60) calendar days set forth proposed modifications sought to the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modification has been given.

Section 5. In the event that any provision or provisions of this Agreement is declared to be

contrary to law by proper judicial authority from whose finding, determination, or decree have no appeal, such provision shall be null and void and have no force or effect. All other provisions of this Agreement shall continue in full force and effect.

~~GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS~~

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~~** 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. (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.~~

~~Plan Contact Information~~

~~Additional information about the insurance plan and COBRA continuation coverage can be requested by contacting the Human Resources Department, Administrative Services Center, 100 River Ridge Court, Burnsville, MN 55337, (952) 707-2009.~~

MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Operations and Maintenance Supervisors (hereinafter referred to as the Union) as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.
2. The parties agree with respect to health coverage subject to Affordable Care Act, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2015.