



***Future Ready. Community Strong.***

## **Special Meeting Agenda**

Diamondhead Education Center

June 23, 2020

8:00 AM

The meeting will take place via teleconference or other electronic means pursuant to Minnesota Statute 13.D.021. Please visit our website at [www.isd191.org](http://www.isd191.org) for viewing details

I. Call to Order

A. Welcome

B. Pledge of Allegiance

II. Approval of Agenda

III. Business Meeting

A. Consent Agenda

Although Board action is required, it is generally unnecessary to hold a discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.

1. Approve Minutes

B. New Business

1. Approve the Revisions and Re-Adopt the Unchanged Language in the Association of Clerical Employees Master Agreement for 2019-2021

Stacey Sovine, Executive Director of Human Resources

2. Adopt a Resolution Regarding Board Control of Extracurricular Activities

Lisa Rider, Executive Director of Business Services

IV. Adjourn

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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.

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
June 18, 2020

The meeting of the Board of Education was called to order by Chair Alt at 6:30 p.m. The meeting took place via electronic means pursuant to Minnesota Statute 13.D.021.

Call to Order

Members present: Chester, Hume, Miller, Holweger, Schatz, Currier and Chair Alt. Others in attendance were Superintendent Battle, administrators, and staff.

Attendance

Alt asked Hume to lead the Pledge of Allegiance.

Pledge

Moved by Schatz, seconded by Hume, to approve the agenda. A roll call vote was taken and the motion carried unanimously (6,0 with Alt, Holweger, Chester, Schatz, Currier, and Hume voting in favor and none voting against).

Agenda

Miller joined the meeting at 6:33 p.m.

Received a report about FY21 Board Goals from Abigail Alt, chair.

Reports

Received reports from Chester on behalf of the Policy Review Committee and Currier reported about AMSD and ISD 917.

Moved by Chester, seconded by Currier, to approve the consent agenda:

-Approve minutes of the regular board meeting on June 11, 2020.

-Approve personnel recommendations.

-Adopt a resolution to approve and accept donations as presented.

-Approve April payroll checks in the net amount of \$4,702,132.69. April claims to date and wire transfers and adjustments totaling \$6,471,735.45. Also, that the Board accepts April receipts of \$12,485,165.81 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$49,137,633.01 as of April 30, 2020.

-Accept the Budget Analysis for the month ending April 30, 2020.

-Approve nonsubstantive changes to Policy 615: *Testing Accommodations, Modifications and Exemptions for IEPs, Section 504 Plans and LEP Students*. A roll call vote was taken and the motion carried unanimously (7,0 with Alt, Holweger, Chester, Schatz, Currier, Hume and Miller voting in favor and none voting against).

Consent Agenda  
Minutes  
Personnel  
Donations  
Checks, claims,  
receipts and  
investments

Budget Analysis  
Policy 615

Moved by Schatz, seconded by Hume, to approve the contracts for property, casualty and liability insurance for the 2020-2021 year with Affiliated FM Insurance Company; American Alternative Insurance Company; National Union Fire Insurance Company Pittsburgh PA; Auto-Owners Insurance Company; Admiral Insurance Company; and Beazley Insurance Company. A roll call vote was taken and the motion carried

Property, Casualty  
and Liability  
Insurance

unanimously (7,0 with Holweger, Chester, Schatz, Currier, Hume, Miller and Alt voting in favor and none voting against).

Moved by Schatz, seconded by Currier, to approve the commitment of fund balance for Fiscal Year 2020 to include fund balance resulting from carryover funds, Student Activity Funds and ProPay funds. A roll call vote was taken and the motion carried unanimously (7,0 with Chester, Schatz, Currier, Hume, Miller, Alt, and Holweger voting in favor and none voting against).

Committed Fund Balance

Moved by Chester, seconded by Hume, to approve the 2020-21 Adopted Budget providing all funds' revenues of \$175,070,662 and all funds' expenditures of \$175,489,038. A roll call vote was taken and the motion carried unanimously (7,0 with Schatz, Currier, Hume, Miller, Alt, Holweger and Chester voting in favor and none voting against).

Adopted Budget

Holweger left the meeting.

Moved by Currier, seconded by Miller, to approve the revisions and readopt the unchanged language in the 2019-2021 Master Agreement with the Information Technology Specialists. A roll call vote was taken and the motion carried unanimously (6,0 with Schatz, Currier, Hume, Miller, Alt, and Chester voting in favor and none voting against).

Information Technology Specialists

Moved by Schatz, seconded by Chester, to approve the revisions and readopt the unchanged language in the 2019-2021 Collective Bargaining Agreement with the Burnsville Association of Educational Assistant. A roll call vote was taken and the motion carried unanimously (6,0 with Schatz, Currier, Hume, Miller, Alt, and Chester voting in favor and none voting against).

Educational Assistants

Moved by Schatz, seconded by Chester, to approve on a first reading basis, new Policy 599: *Memorials for Deceased Students or Staff*. A roll call vote was taken and the motion carried unanimously after discussion (6,0 with Schatz, Currier, Hume, Miller, Alt, and Chester voting in favor and none voting against).

New Policy 599

Moved by Schatz, seconded by Miller, to approve the William Byrne special education 2021 restroom addition project in the amount of \$187,818.75 to RAK Construction, Inc. A roll call vote was taken and the motion carried unanimously after discussion (6,0 with Schatz, Currier, Hume, Miller, Alt, and Chester voting in favor and none voting against).

William Byrne Project

Moved by Currier, seconded by Hume, to approve the Nicollet Middle School special education 2021 restroom addition project in the amount of \$184,546.82 to RAK Construction, Inc. A roll call vote was taken and the motion carried unanimously (6,0 with Schatz, Currier, Hume, Miller, Alt and Chester voting in favor and none voting

Nicollet Project

against).

Moved by Hume, seconded by Miller, to approve the income contract with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College for PSEO for the 2020-2021 School Year. A roll call vote was taken and the motion carried unanimously (6,0 with Schatz, Currier, Hume, Miller, Alt, and Chester voting in favor and none voting against).

Normandale

The meeting adjourned at 7:32 p.m. to a board workshop. The purpose of the workshop was Open Facilities Planning 2020 Next Steps, received a report about FY21 Superintendent Goals from Dr. Theresa Battle, superintendent, and reviewed the Project Calendar for Board Member input.

Adjourn to a Board Workshop

The workshop adjourned at 9:40 p.m.

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DeeDee Currier, clerk

Date Approved

**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

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AGENDA ITEM: III.B.1.

To: Members of the Board of Education  
Superintendent Dr. Theresa Battle

From: Stacey Sovine  
Executive Director of Human Resources

Date: June 23, 2020

RE: **Collective Bargaining Agreement with Association of Clerical Employees**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2019-2021 MASTER AGREEMENT WITH THE ASSOCIATION OF CLERICAL EMPLOYEES**

District and Union Negotiators representing 55 employees reached a tentative agreement on June 15, 2020. The parties met for three bargaining sessions. During the collective bargaining process, 15 language items were on the table for discussion. The union ratified the agreement on June 19, 2020.

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

- Addressed Long Term Disability language.
- Addressed leave language.
- Steps both years.

**Economic terms agreed to include:**

Total

- 1% each year improvement on the salary schedule.
- Increased 403(b) contribution to \$1,300 beginning July 1, 2020..
- 2 year increased cost \$159,961.
- MSBA 2 year package increase is 3.16%

# **MASTER AGREEMENT**

**July 1, ~~2017~~ 2019 – June 30, ~~2019~~ 2021**

**Board of Education  
Independent School District 191  
Burnsville, MN**

**And**

**Association of Clerical Employees  
Independent School District 191  
Burnsville-Eagan-Savage Public Schools**

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**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Association of Clerical Employees (ACE), hereinafter called ACE, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, shall provide the terms and conditions of employment for clerical and secretarial employees during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

The Employer recognizes the Association of Clerical Employees (ACE) as the exclusive representative, under M.S. §179.71, Subd. 3, for all clerical and secretarial employees employed by Independent School District 191 who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding paraprofessionals, confidential, supervisory, and all other employees.

**ARTICLE III  
COMPENSATION**

Section 1. Basic Rates of Pay: The following salary is hereby adopted by the Employer, and shall govern compensation during the years July 1, 2017-2019 to June 30, 2019-2021. Employees shall move across the salary schedule, one step each year. New employees with a minimum of six (6) months of clerical experience with the District prior to July 1 shall advance to the next step on July 1.

Section 2. Reclassification(s) shall be subject to periodic study and recommendation by management. Management reserves the right and is responsible to evaluate classifications and their group placement on an individual basis. If a classification is reduced in group placement, employees presently working in that job shall remain in the original group. Any employee may initiate a request for reclassification to the Human Resources Office, provided the duties and responsibilities of the position have significantly increased. In general, an employee should not submit a reclassification request more frequently than once every two years.

Section 3. The salary schedules contained in this Article are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a continuing agreement and the schedule contained herein is no longer applicable after June 30, 2019-2021. In the event that a new Agreement has not been mutually adopted by July 1, 2019-2021, salaries in effect on June 30, 2019-2021, will continue until the conditions of a new Agreement determine salaries for the 2019-2020-2021-2022 school year.

Section 4. Hourly rates of pay will be paid in twenty-four equal installments, the first payment being July 15 for 12-month employees, August 15 for 11-month and 10 1/2 month-employees, August 31 for 10-month employees and September 15th for school year employees. (Revised as per standard business procedures if any date falls on a weekend.) Employees working schedules unique to this standard may be paid upon mutual agreement of the Association and the District. All clerical employees must use direct deposit.

Section 5. All previous District experience in ACE shall be recognized for placement on the salary schedule. In case of employees returning to the District as a result of recall, all previous experience within the Unit immediately prior three (3) years shall be recognized for placement purposes.

**2017-2018 2019-2020 Schedule**

<b>CLASSIFICATION</b>	<b>JOB DESCRIPTION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
LVL I	LVL I -- ASSISTANT	\$ 15.55	\$ 18.75	\$ 22.00
LVL II	LVL II -- CLERK	\$ 16.55	\$ 19.75	\$ 23.00
LVL III	LVL III - SECRETARY	\$ 17.55	\$ 20.80	\$ 24.00
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 18.55	\$ 21.80	\$ 25.00

**2018-2019 2020-2021 Schedule**

<b>CLASSIFICATION</b>	<b>JOB DESCRIPTION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
LVL I	LVL I -- ASSISTANT	\$ 15.75	\$ 18.95	\$ 22.25
LVL II	LVL II -- CLERK	\$ 16.75	\$ 19.95	\$ 23.25
LVL III	LVL III - SECRETARY	\$ 17.75	\$ 21.05	\$ 24.25
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 18.75	\$ 22.05	\$ 25.25

Section 6. Longevity: Effective July 1, 2017, based on the chart below, employees who have completed the identified years of employment within the ACE unit will receive the additional amount per hour above the base hourly rate for the classification currently held.

After the 9th year Beginning year 10	of employment through the 14th year	\$1.75
After the 14th year Beginning year 15	of employment through the 19th year	\$2.25
After the 19th year Beginning year 20	of employment	\$2.50

**GROUP CLASSIFICATIONS**

Level I	Assistant
Level II	Clerk
Level III	Secretary
Level IV	Administrative Assistant / Specialist

**ARTICLE IV  
TRANSFERS AND POSTINGS**

Section 1. Job Postings: All clerical position openings will be posted on the official district website for a minimum of seven (7) workdays. Internal position Openings will be posted internally for a minimum of (5) workdays. The School District will consider all internal applicants before posting externally. Postings will note any pending potential reclassification.

Section 2. Probationary Period: All employees new to this Unit will be on probation for a period of three calendar months. Each probationary employee shall receive a performance review, preferably in writing, at about the midpoint of probation.

Section 3. When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 16 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1 of the temporary appointment.

Section 4. Ability, skills, knowledge, seniority and job performance will be considered in filling posted positions. Administration reserves the right to make the final decision.

Section 5. Upon request, a senior an applicant within the District not granted a position shall be provided the opportunity to meet with the hiring supervisor or may request in writing the reasoning behind

administration's rejection of said application within fifteen (15) working days with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings. The reason given for rejection shall be grievable but not arbitrable.

## ARTICLE V VACATIONS

Section 1. Vacation allocation: One (1) day of vacation shall equal eight (8) hours, prorated for less than eight (8) hour employees.

Subd. 1. School year employees neither earn nor receive vacation days.

Subd. 2. Effective July 1, 2012, an employee shall accrue vacation days based upon the chart in Subd 3, on the last day of the month scheduled to work, up to a maximum of 25 days accrual balance. **See Appendix I for detailed vacation chart.**

Subd. 3.

Until completion of 3 full fiscal years	1.08 days per month scheduled to work
Fiscal years 4-10	1.75 days per month scheduled to work
Fiscal years 11+	2.5 days per month scheduled to work

Subd. 4. 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.

Subd. 5. All vacation times need to be submitted with a minimum of two (2) business days prior notification, except in extenuating circumstances, and are subject to the approval of the employee's supervisor.

Subd. 6. If time off has been requested and submitted on **MyView the payroll / HR software** by an Employee, and two (2) business days has passed with no response: the request will then be deemed approved.

Subd. 7. **Effective July 1, 2018,** A non-vacation eligible employee who becomes vacation eligible will have their original date of employment within the unit used in calculating vacation accrual.

**Subd. 8. Effective July 1, 2020, employees will continue to accrue vacation time while out on leave, using previously accrued leave. Once the employee has exhausted their available leave or go into "dock" time, they will no longer be eligible for additional vacation accruals.**

Section 2. Termination of Employment: Upon termination of employment, all earned but unused vacation shall be compensated at the current rate of the last paycheck.

## ARTICLE VI HOLIDAYS

Section 1. School year employees do not earn nor receive holiday pay.

Section 2. Ten month **(217 days)**, ten and one-half month **(227 days)**, and eleven month **(237 days)** employees shall receive nine (9) paid holidays. They are: Labor Day, Thanksgiving and the day following, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Memorial Day, and one floating holiday. The floating holiday will be scheduled with the approval of the employee's immediate supervisor.

Section 3. Twelve month **(261 days)** employees shall receive ten (10) paid holidays. They are listed in Section 2 plus Independence Day.

**ARTICLE VII  
GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and the policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance Options:

Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. 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 70% of the composite premium for an eligible 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 \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 3. Both Spouses Employed: If an eligible 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.

Subd 4. Eligibility: A member of the clerical unit who works twenty (20) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance.

Section 3. Duration of Insurance: Participation: An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, participation shall cease, effective on the last working day, subject to statutory and insurance company regulations. Employees who are receiving a PERA disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Subd. 1. An employee who becomes disabled and is permanently unable to work is eligible to continue to participate in the district's health insurance plan as per Minnesota Statute. The employee is responsible for the premiums.

Subd. 2. Duration of District Contribution to Insurance The district will continue to make contributions to insurance for one year from the time an employee goes on long-term disability as per Article VII, Section 2.

Section 4. Life Insurance: Effective July 1, 2002, the District shall provide life and dismemberment insurance coverage in the amount of \$50,000 to each employee that works at least (20) hours or more per week. Insurance is to be subject to the insurance company's terms and conditions.

Subd. 1. Additional Life Insurance. The PERA group term life insurance program shall be made available to clerical employees. Regulations and procedures are available in the Human Resources Office.

Section 5. Long Term Disability Insurance:

Subd. 1 The District will furnish income protection insurance which takes effect after a qualified absence of thirty (30) working days. Conditions are subject to the insurance company's terms and conditions.

Employees who anticipate an extended absence due to long-term disability shall apply for and will be granted up to a one-year medical leave of absence.

- Subd. 2. After a member of the unit has been ill for ~~more than (30) consecutive days~~ the qualifying period, the employee may use fractional sick leave, if accumulated, and vacation or personal days may be used once available sick leave is exhausted, together with the income protection plan to equal full salary for an additional (45) days. A maximum of (15) fifteen full sick days per illness may be used by the employee in this manner.

Section 6. Dental Insurance:

- Subd. 1. Single Coverage: The School District shall provide single coverage dental insurance for each employee who works twenty (20) or more hours per week and enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent Coverage: Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage above the single coverage premium 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 7. Flexible Benefit Plan: Regulations and Procedures are available in the Human Resources Office. Board policy and accompanying regulations will be developed and updated annually to comply with IRS Code 125.

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Clerical employees. Regulations and Procedures are available in the Human Resources offices. The Board policy and regulations will be updated for compliance with State and Federal Laws. Effective July 1, 2009, all deposits including employee elections and employer matches will be deposited into one of the following 403(b) programs; Fidelity, Lincoln Financial Services, AXA (Equitable), or Educators Financial Services (E.S.I.).

## ARTICLE VIII SICK LEAVE

Section 1. Sick Leave:

- Subd. 1. ~~All~~ For full-time employees, ~~shall be credited with seventeen (17) days of~~ sick leave shall accrue on the first workday of each school year according to Appendix II. Employees ~~that work~~ employed less than a full year shall have sick leave pro-rated.
- Subd. 2. Unused personal illness absence days may accumulate to a maximum credit of ninety (90) days of sick leave per employee.
- Subd. 3. Doctor or dental appointment may be considered sick leave absence.
- Subd. 4. Employees may use sick leave for illness of employee's spouse, children, parents, or anyone of personal significance in a family structure.

Section 2 Attendance incentive.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current

school year shall have sufficient leave days converted at the rate equal to three hundred seventy-five dollars (\$375) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the, current school year shall have sufficient leave days converted at the rate of pay equal to two hundred and twenty-five dollars (\$225) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) 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.

Effective July 1, 2014 the conversion rate for leave days shall be seventy-five dollars (\$75) per day.

## **ARTICLE IX BEREAVEMENT**

### Section 1. Bereavement Absence:

- Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step- children, parents, step-parents, and in-laws of a similar degree of relationship.
- Subd. 2. Up to three (3) days per event shall be granted for a death of grandparents, grandchildren, brother, sister, aunt, uncle, nephew, niece, and in-laws of a similar degree of relationship ie. sister-in-law. A maximum of an additional two (2) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.
- Subd. 3. If an employee has exhausted their accrued personal days, he or she may use up to (3) personal sick days to attend the funeral of someone with whom they have a significant relationship.
- Subd. 4. Additional days of sick leave may be granted for death in the immediate family, as determined by the Executive Director of Human Resources, and involving such reasons as out of state funerals and time needed to address legal estates, et al matters.

## **ARTICLE X LEAVES**

Section 1. Personal Business Leave: Employees may use up to three (3) non-cumulative days (prorated for part-time) personal business leave per year. Personal business leave shall be construed to mean necessary time to attend to personal business and emergencies that cannot be consummated during the employee’s non-duty hours. The request shall be made at least eighteen (18) hours in advance to be approved automatically. In the case of emergency, the immediate supervisor shall determine whether the day shall be granted or not, retroactively. Personal business leave may not be used for vacation, recreation, or leisure purposes. Specific reasons for personal leave are only required if the leave immediately precedes or follows winter or spring break, vacation, or holiday. Exceptions may be made at the discretion of the Executive Director of Human Resources.

### Section 2. General Leaves of Absence

- Subd. 1. Leaves of absence for acceptable causes, without pay, may be requested for periods up to one (1) year subject to recommendation by administration and School Board approval. No supplemental benefits will be in force during the leave of absence except that the employee may elect, at the employee's own expense, to continue insurance coverage.

Requests must be submitted, in writing, at least twenty (20) days prior to the beginning of the requested leave. Requests for emergency leave shall be considered as soon as possible. The request must be dated, signed, and should include the reason for the request and the approximate duration of the requested leave. Answers to requests for leave will be made by administration, in writing, within seven (7) days after the leave has been requested unless it requires School Board approval. Such requests shall be submitted to the Board at the earliest meeting. The Board action shall be transmitted to the employee within two (2) days following such action.

Holidays that fall during leaves shall not be compensated for; vacation days and personal illness absence days are not earned and shall not be accumulated.

Long term substitutes, hired to temporarily replace a permanent employee, shall have a probationary period equal to the length of the absence.

Failure to return from a maternity absence, leave, or a general leave of absence on the last known requested return date shall be considered a voluntary resignation.

Subd. 2. The employee will return to their former position upon returning from leave

Subd. 3. If an ACE member takes the position of another ACE member on leave, they too can take a general leave of one year or less and then they must return to their former position. If the position does not exist, bumping rights as per the former position prevail.

Section 3. Parental Leave:

Subd. 1. Parental leave of absence shall be available to employees for a period of time not to exceed twelve (12) calendar months for the purpose of caring for a child for which the applicant has the legal responsibility. Such leave must be subsequent to the birth of the employee's child, or in the case of adoption, to the date the child is physically turned over to the employee. Only one parent is eligible for parental leave for each child.

Subd. 2. Benefits and re-employment rights of employees on a parental leave will be subject to Section 2 above.

Subd. 3. At an employee's request, a parental leave may commence at a date preceding physical disability. In such cases, employees shall not be eligible for sick pay benefits as established by maternity absence.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

Section 1. Jury Duty: Employees shall be paid the difference between their regular daily salary and their jury duty pay if required to be present at court for jury duty. When an employee is placed on standby, the employee should report to work and make arrangements for absence when actually requested to report.

Section 2. Work Year: Specific calendar dates for starting and ending the work year shall be established annually by mutual agreement between the employee and the employee's supervisor.

Subd. 1. Ten (10) month employees shall work 217 days (1736 hours).

Subd. 2. Ten and one-half (10 ½) month employees shall work 227 days (1816 hours) beginning no earlier than August 1 and ending no later than June 30 of a given year.

- Subd. 3. Eleven (11) month employees shall work 237 days (1896 hours) beginning no earlier than August 1 and ending no later than June 30 of a given year.
- Subd. 4. Twelve (12) month employees shall work twelve months (2088 hours).
- Subd. 5. School year employees shall work the 184 scheduled student and workshop days.
- Subd. 6. Administration may determine a longer or shorter work year for some positions upon mutual agreement with the individual employee. Unless otherwise specified, benefits, including vacation and days of leave, are pro-rated.

Section 3. Work Hours and Overtime:

- Subd. 1. Administration shall retain the right to schedule work and the hours when such work is to be performed. Work performed in excess of forty (40) hours per week shall be paid for at time and one-half. Use of compensatory time at time and one-half for overtime may be used as an alternative if mutually agreed upon by supervisor and employee.
- Subd. 2. Breaks and Lunch: Employees working 4 hours or fewer are entitled to one fifteen (15) minute break per day. All employees working more than 4 hours per day are entitled to two ten (10) minute breaks per day AND one thirty (30) minute unpaid duty-free lunch. Eight-hour employees are entitled to two fifteen (15) minute breaks per day which they may combine with a 30-minute unpaid lunch to equal one (1) hour of duty free lunch time.

Section 4. Pay Days: Salaries shall be paid in accordance with School District policy and subject to the computer service terms and conditions.

Section 5. Emergency Dismissals: If after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid.

- Subd 1. Emergency Closing: In the event the superintendent cancels classes because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. If a second closing day occurs due to inclement weather or an emergency, staff may take a vacation day, floating holiday, or a personal day. School year employees that work the 184 scheduled student and workshop days may take a personal day or reschedule a make-up day with the approval of their supervisor.

Section 6. Professional Membership: With prior written approval, clerical employees will be allowed membership fees, time and expenses to participate in professional conferences and seminars as approved by the immediate supervisor and the Executive Director of Human Resources

Section 7. Tuition: The District will pay for courses taken by the employee if the course is job-related and prior approval in writing is obtained from the immediate supervisor and the Executive Director of Human Resources. If payment for courses is denied, the District will notify the employee in writing. Tuition will not be paid for employees in positions as long-term substitutes.

Section 8. Unit Representation: Members of the Executive Board of ACE will represent the unit in matters of mutual concern with the School District.

- Subd. 1. Members of the Executive Board will be available to assist members of ACE who wish to process grievances.
- Subd. 2. The unit will inform the Executive Director of Human Resources whenever there is a change in the membership of the Executive Board.

Section 9. Added Days: In the event that added days become available at a site, the following procedure will apply:

- Subd. 1. If days are permanently added to a position, then the position thus created must be posted. If the incumbent does not apply or is not selected, he/she shall have full layoff rights as described in Article XIII.
- Subd. 2. If days are made available on a non-permanent basis, then the employees at the site shall be invited to request the additional days and the supervisor shall select from among those interested. If no one from the site is selected, then the added days shall be posted District-wide.
- Subd. 3. Added days, if maintained beyond two consecutive years, will become permanent. No benefits change will occur as a result of a non-permanent addition of days.

## **ARTICLE XII DUE PROCESS**

Section 1: An employee shall not be disciplined without just cause.

Section 2: The District shall draw an employee's attention to misconduct in the following ways:

- A) oral reprimand
- B) written reprimand
- C) suspension without pay
- D) discharge

District will discipline in a progressive manner as outlined "A" to "D" dependent on the frequency and severity of the lack of the professional conduct. In the event of gross misconduct any of the above may be used in a non-progressive order.

Section 3: The following information will be provided with notice of disciplinary action:

- A) a review of the rule, regulation, code, policy, etc. that defines the expected behavior;
- B) a description of the inaction or failure of the employee to comply with the expectation including an outline of previous oral or written reprimands; and
- C) a reference to the grievance process as defined in the master agreement.

## **ARTICLE XIII STAFF REDUCTION**

Section 1. In the event conditions necessitate a reduction of staff, the President of the Association shall be apprised of the impending reduction. The following procedure will be used:

- Subd. 1. Voluntary separations, if any, will be accepted.
- Subd. 2. Voluntary reductions in hours will be **accepted considered**.
- Subd. 3. Seniority will be based on total overall experience with the bargaining unit from the last date of hire and shall be interrupted only by resignation or dismissal for disciplinary reasons.
- Subd. 4. Employees shall retain seniority when moving from one **group position** to another within ACE.
- Subd. 5. Effective July 1, 2012, in the event of staff reduction, consideration shall be given to reducing hours per year rather than eliminating positions. Any involuntary reduction in hours shall be considered a lay off. In the event of layoff, the employee shall be notified by June 1st of the current year effective July 1st of the following fiscal year.

- Subd. 6. In the event it is necessary to lay off employees because of the elimination of positions, such lay off shall be by seniority within the respective groups and with the least senior employee laid off first. Employees who have been laid off shall be reinstated beginning with the most senior employee being reinstated first.

Section 2. Laid off employees, including employees who have been given notice of layoff, shall have the following rights and obligations.

- Subd. 1. When a clerical position within a group is discontinued, the employee in that position may accept the lay-off, subject to recall to a position of the same status or may take any vacancy, same status, then existing in the group, and if no vacancy is taken, then bump the employee with the least District seniority, same status, within that group or in a lower group if the employee in the discontinued position has greater seniority within the definition of this Article. If the laid off employee has exhausted his/her rights, same status, he/she may bump into lesser status positions.

If any site has reduced or eliminated a position with the result that the incumbent employee takes a vacancy or bumps into a position at another site, and if the reduced or eliminated position is restored within 24 months, then the employee who moved from this position when it was reduced or eliminated shall have the right to reclaim the restored position within the posting period.

- Subd. 2. A laid off employee may accept the lay off, subject to recall to a position of the same status. Refusal to accept recall to such a position will result in a forfeiture of seniority rights.
- Subd. 3. A laid off employee may accept any open position of lesser status. An employee given notice of lay off who elects to take a vacancy of lesser status or who bumps into a position of lesser status shall be placed on a recall list for the group and status from which the employee was laid off.
- Subd. 4. Employees who have been laid off as a result of the bumping procedure shall be placed on a recall list for two (2) years from the date of their lay off.
- Subd. 5. All vacancies must be offered first to employees on the recall list, if one exists, for that group or a higher group. An employee on recall shall have one calendar week to respond to an offer.

Section 3. Definition and use of status for layoff purposes:

- Subd. 1. If a vacancy exists with the same status, the employee given notice of layoff must take the vacancy and may not bump. Vacancies of lesser status shall be optional.
- Subd. 2. Employees given notice of layoff who do not take a vacancy shall have the right to bump the least senior employee in the group, same status; then the least senior next lower group, same status; and so on. Thereafter, if the employee has not found a position, the employee shall have the right to bump the least senior in the same group, next lesser status and so on. The employee must exercise these rights in the order described.
- Subd. 3. Like status shall mean employment in the same group from which the employee was laid off, or bumped, at an equal number of hours, months and wage rate. For purposes of defining lesser status, the following shall be used:
1. length of year
    - A. 12 months
    - B. 10 to fewer than 12 months
    - C. fewer than 10 months
  2. length of week
    - A. 40 hours

- B. 35 to fewer than 40 hours
- C. fewer than 35 hours

Section 4. It shall be the responsibility of the laid off employee to be aware of and apply for job openings. The sole responsibility of the Human Resources Office shall be to post the openings on the district website.

Section 5. Employees given notice of layoff who bump into a position or take a vacant position or who are recalled shall be subject to a trial period of six (6) months if the Employer asserts and the Association agrees that the vacancy or position requires significant skills not held by the employee. Notwithstanding other parts of this Article, no employee shall forfeit any other rights described in this Article by refusing any position (vacancy or bump) where the District and the Association have so agreed.

In the event of a refusal, the employee shall have all rights and options decided by this Article except to the rejected position. Any employee who takes a position subject to a probationary period and who, thereafter, is unsuccessful during the probationary period, shall have the right to any then existing vacancy, same or lesser status, or to go on recall lists, but shall have no bumping rights. If terminated for cause, all rights to recall are forfeited.

#### **ARTICLE XIV RETIREMENT**

Members of the unit prior to April 18, 1996, may choose between either of the following two retirement/severance plans until July 1, 1996, and are then committed to that plan. All employees hired after April 18, 1996, are eligible only for Plan B.

Section 1. Plan A: Any member of the Unit employed on or before June 30, 1988, with at least ten (10) years District experience shall receive three (3) days pay for each year of service in the District or \$1,000, whichever is greater, upon retirement. Clerical employees who retire on or after July 1, 2006 will receive 3 days pay per year of service through their 24<sup>th</sup> year of service and 4 days pay per year of service starting with their 25<sup>th</sup> year of service. This payment shall not exceed the statutory limit. Pay shall be prorated on an eight (8) hour basis calculated upon the current pay status. An employee who is terminated for cause shall not be entitled to severance pay. Effective July 1, 2004, as close to 100% as possible of the severance for which an ACE member is eligible, shall be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan.

Section 2. Plan B:

Subd. 1. A District match to a 403(b) program is available to members of the unit hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District at .5 FTE or more. Effective July 1, 2009, all deposits including employee elections and employer matches will be deposited into one of the following 403(b) programs; Fidelity, Lincoln Financial Services, AXA (Equitable), or Educators Financial Services (E.S.I.)

Subd. 2. If an ACE member that is participating in the TSA match resigns or retires prior to the end of the match year, the current monthly and subsequent monthly portion not yet matched will be forfeited.

Subd. 3. Contributions as permitted under provisions of the Internal Revenue Code 403 (b) will be made as follows:

Effective July 1, 2015, the district will match up to \$1,100 to a 403(b) program for each clerical employee hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.

Effective July 1, 2020, the district will match up to \$1,300 to a 403(b) program for each clerical employee hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.

Subd 4. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Thirty thousand dollars (\$30,000) during the time of the employee's employment with the District.

## ARTICLE XV GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that an employee or the ACE Executive Board believes there is a basis for a grievance, the grievant and / or ACE Executive Board is to submit a written copy of the grievance on the District grievance form to the Executive Director of Human Resources, within twenty (20) days of the occurrence of the alleged grievance. A District representative will meet with the grievant within ten days and render a decision in writing within five working days of the meeting. A copy of the decision will be placed in the grievant's file.

Section 3. Level II: In the event the grievant and / or ACE Executive Board is not satisfied with the decision rendered at Level I, the grievant and / or ACE Executive Board may appeal, in writing, to the Executive Director of Human Resources within five (5) working days after the decision in Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Executive Director of Human Resources shall meet with the grievant. Executive Director of Human Resources shall respond, in writing, within fifteen (15) days after the meeting.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Executive Director of Human Resources within ten (10) days after his/her decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the P.E.L.R.A. Board, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee shall have a right to an ACE Executive Board representative either join or represent the employee at any level.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the School Board or the school administration against any employee because of participation in this grievance.

Section 9. When mutually agreed, grievance may be heard during the school day. The School Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 10. The Executive Director of Human Resources may appoint a designee to act in his / her stead at Level II.

**ARTICLE XVI  
DURATION**

Section 1. This contract shall be effective as of July 1, **2017-2019**, and shall continue in effect until June 30, **2019-2021**. The terms of this contract shall continue in full force and effect until such substitute contract is adopted.

Section 2. If either party desires to modify or amend this Amendment commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 3. This Agreement constitutes the full and complete Agreement between the School District and the Association of Clerical Employees (ACE). The provisions herein relating to terms and conditions of employment supersede and take precedence over any rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Master Agreement**

**~~2017-2019~~-2021**

**Board of Education  
Independent School District 191**

**And**

**Association of Clerical Employees**

FOR: Association of Clerical Employees

FOR: Independent School District 191

\_\_\_\_\_  
Lead Negotiator

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Association of Clerical Employees (hereinafter referred to as the Union), representing the Secretary Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. Prior to the conclusion of the 2017-2019 bargaining agreement, the School District will complete a formal, third party review and refinement of the clerical job descriptions and position classifications.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2019.

\_\_\_\_\_  
Union Representative Chair \_\_\_\_\_ Employer Representative

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Association of Clerical Employees (hereinafter referred to as the Union), representing the Secretary Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017-2019 through June 30, 2019-2021.
2. For the duration of the 2017-2019-2019-2021 collective bargaining agreement, the School District will post all clerical positions internally for a minimum of five days and consider all internal applicants before posting externally according to Article IV, Section 1.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2019-2021.

\_\_\_\_\_  
Union Representative Chair \_\_\_\_\_ Employer Representative

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Association of Clerical Employees (hereinafter referred to as the Union), representing the Clerical employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 through June 30, 2021.
2. In the event that the District changes its Long Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short Term Disability income per work day on leave.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021.

Association of Clerical Employees  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative Chair

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Appendix I**

VACATION: Chart for Article V Language														
	12 Month (261 Days)			11 Month (237 Days)			10 ½ Month (227 Days)			10 Month (217 Days)				
Beginning Year	Mthly Accrual Rate %	Annual Accrual	Skyward Monthly Hours Minutes	Mthly Accrual Rate %	Annual Accrual	Skyward Monthly hours	Mthly Accrual Rate %	Annual Accrual	Skyward Monthly hours	Mthly Accrual Rate %	Annual Accrual	Skyward	Base Mthly Accrual Rate %	Hrs
1	1.08	13	8.64 8:38	0.99	11.88	7.92 7:59	0.95	11.34	7.60 7:36	0.90	10.80	7.20 7:12	1.08	8.64 8:38
2	1.08	13	8.64 8:38	0.99	11.88	7.92 7:59	0.95	11.34	7.60 7:36	0.90	10.80	7.20 7:12	1.08	8.64 8:38
3	1.08	13	8.64 8:38	0.99	11.88	7.92 7:59	0.95	11.34	7.60 7:36	0.90	10.80	7.20 7:12	1.08	8.64 8:38
4	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
5	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
6	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
7	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
8	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
9	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
10	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
11	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
12	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
13	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
14	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
15	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20

**Appendix II**

ARTICLE VIII Section 1. Subd 1. SICK TIME: Chart Pro-rated Accrual (Based on 8 Hour Day)									
12 Month		11 Month		10 ½ Month		10 Month		School Year	
Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
261	136	237	123.5	227	118.18	217	113.06	184	95.88



***Future Ready. Community Strong.***

**Agenda III.B.2.  
June 23, 2020**

**To: Members, Board of Education**

**From: Lisa K. Rider, Executive Director of Business Services**

**Date: June 22, 2020**

**Re: Resolution Regarding Board Control of Extracurricular Activities**

RECOMMENDATION: That the Board of Education adopts the Resolution Regarding Board Control of Extracurricular Activities.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION REGARDING BOARD CONTROL OF EXTRACURRICULAR ACTIVITIES**

WHEREAS, Minnesota Session Laws 2019, 1<sup>st</sup> Special Session, CH. 11, Art. 1, Sec. 5 will require changes in the accounting for student activity funds and school boards must take charge of and control all student activities of the public schools in the district and that all money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the district;

THEREFORE, BE IT RESOLVED, that the School Board of Burnsville Eagan Savage, Independent School District No. 191, directs the district’s administration to implement the requirements of Minnesota Session Laws 2019, 1<sup>st</sup> Special Session, CH. 11, Art. 1, Sec. 5 .

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Clerk