



**Future Ready. Community Strong.**

## **Special Meeting Agenda**

Diamondhead Education Center  
200 W. Burnsville Pkway  
Burnsville, MN 55337  
July 19, 2021  
6:30 PM

### Strategic Directions

- Close gaps and raise achievement for all students
- Create a culturally proficient school system
- Maximize resources for optimal student learning
- Increase the capacity for partnership with community

### I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

### II. Approval of Agenda

### III. Business Meeting

- A. Approve Minutes 2
- B. Approve the Proposed Revisions in the 2021-2023 Collective Bargaining Agreement with the Burnsville Education Association 4

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

- C. Approve the Collective Bargaining Agreement with the Association of Clerical Employees 64

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

### IV. Adjourn to a Workshop to Discuss the Scoreboard Offer 83

**Speaker(s):** Eric Miller, Board Chair

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 June 17, 2021

The meeting of the Board of Education was called to order by Director Hume at 6:30 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Members present: Alt, Conner, Hume, and Werb. Chair Miller and Chester were absent. Others in attendance were Superintendent Battle, , staff and members of the public.

Attendance

Hume asked Werb to lead the Pledge of Allegiance.

Pledge of  
 Allegiance  
 Agenda

Moved by Alt, seconded by Conner, to approve the agenda. The motion carried unanimously (4, 0).

Received an update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively from Dr. Theresa Battle, superintendent, Brian Gersich, assistant superintendent, and Bernie Bien, lead nurse.

Report

Received reports from Alt on behalf of the Negotiation Committee and Policy Review Committee, and Hume on behalf of the Burnsville High School Hall of Fame.

Moved by Conner, seconded by Werb, to approve the consent agenda:  
 -Approve minutes of the closed sessions on May 27, 2021, retreat on June 3, 2021, and regular Board meeting on June 10, 2021.  
 -Approve personnel recommendations for Lindsay Richter, Morgan McDowell, Sarah Nimchuk, Sarah Nimchuk, Hye-Jeong Thompson, Katie Quinn, Katie Quinn, Marin Haugo, Barbara Cermack, Diane Olson, Jack Tillman, Sherry Gibertson, Hailey Busker, Amra Omerovic, April Aamodt, Jeremy Abbott, John Soderholm, Mark Van Der Woude, Shelby Christianson, and Marie May.  
 -Adopt a resolution to approve and accept donations as presented.  
 -Approve April payroll checks in the net amount of \$3,864,581.43. April claims to date, wire transfers and adjustments totaling \$7,331,933.03. Also, that the Board accepts April receipts of \$13,691,827.88 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$59,919,168.27 as of April 30, 2021.  
 -Accept the Budget Analysis for the month ending April 30, 2021.  
 -Receive a report about the Listening Session on June 10, 2021.  
 The motion carried unanimously (4, 0).

Consent Agenda  
 Minutes

Personnel

Donations  
 Checks, claims,  
 receipts and  
 investments

Budget Analysis  
 Listening Sessions

Said arrived at 6:53 p.m.

Moved by Werb, seconded by Alt, to approve the commitment of fund balance for Fiscal Year 2021 to include fund balance resulting from carryover funds, Student Activity Funds and ProPay funds; and to assign fund balance to eliminate the projected budgetary deficit in FY22 above 6% unassigned fund balance and no greater than the projected budgetary deficit. The motion carried unanimously after discussion (5, 0).

Committed Fund Balance

Moved by Chester, seconded by Werb, to approve the 2021-22 Adopted Budget providing all funds' revenues of \$176,825,094 and all funds' expenditures of \$182,025,112 waiving the minimum fund balance of 8%. The motion carried after discussion (4, 1 with Said, Werb, Hume, and Conner voting in favor and Alt voting against).

2021-22 Adopted Budget

Moved by Chester, seconded by Conner, to approve the coverage for property, casualty and liability insurance for the 2021-2022 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 Benchmark Insurance Company. The motion carried unanimously (5, 0).

Casualty Liability Insurance

Moved by Werb, seconded by Said, to approve the proposed revisions and re-adopt the unchanged language in the 2021-2022 Pro-Pay Memorandum of Understanding with the Burnsville Education Association. The motion carried unanimously (5, 0).

Pro-Pay MOU

Moved by Conner, seconded by Alt, to approve the proposed revisions and re-adopt the unchanged language in the 2021-23 Master Agreement with Service Employees International Union Local #284 Custodial Employees. The motion carried unanimously after discussion (5, 0).

Custodian Agreement

Moved by Alt, seconded by Said, to adjourn at 7:20 p.m. Motion carried unanimously (5, 0).

Adjourn

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Scott Hume, clerk July 19, 2021  
Date Approved

# BURNSVILLE EAGAN SAVAGE

## Independent School District 191

### Human Resources

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AGENDA ITEM: III.B.

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

From: Stacey Sovine  
Executive Director of Human Resources

Date: July 19, 2021

RE: **PROPOSED REVISIONS IN THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

Negotiators for the Burnsville Education Association led by Chief Negotiator, Andy Coronis met with representatives from the District to negotiate a two-year agreement. The parties began negotiating on May 18th, 2021 and reached a tentative agreement on June 21st, 2021. The two teams met for negotiations for three meetings. BEA members voted on July 13, 2021.

**Highlights of the 23 language items changed include:**

1. Aligned language items to seniority list for benefit and salary increases;
2. Embedded practice around involuntary transfers to contract language;
3. Sunset 403(b) vendor;
4. Removed dated language;
5. Updated dates throughout contract;
6. Projected 2 year cost of the package to the district will be \$6.1 million dollars over two years reflecting an MSBA 6.5% increase. This amount includes schedule improvement, career steps, educational training lane changes, insurance premium increases, and improvement to 403(b) match of \$500.
7. The average salary and benefit increase per fte is approximately \$4,850 per year.

Attachments:  
Summary of Language Changes

# **MASTER AGREEMENT**

**~~2019~~ — 2021 2023**

**BOARD OF EDUCATION**

**INDEPENDENT SCHOOL DISTRICT 191**

**BURNSVILLE, MINNESOTA**

**and**

**BURNSVILLE EDUCATION ASSOCIATION**

**Burnsville Education Association – ISD 191 Agreement**  
**July 1 2019 2021 –June 30, 2021 2023**

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**INDEPENDENT SCHOOL DISTRICT 191  
 BURNSVILLE EDUCATION ASSOCIATION  
 2019— 2021-2023**

## PREAMBLE

THIS AGREEMENT, entered into between Independent School District No. 191, Burnsville, Minnesota (hereinafter referred to as the School District) and the Burnsville Education Association (hereinafter referred to as the Association or BEA), pursuant to and in compliance with the Public Employment Labor Relations Act, as amended (hereinafter referred to as the P.E.L.R.A.), is to provide the terms and conditions of employment for teachers for the duration of the Agreement.

## ARTICLE I RECOGNITION

The School District hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed teaching personnel as defined in the P.E.L.R.A. whether under contract, on leave, on a per diem, hourly or class rate basis. Such representation shall exclude the superintendent, assistant superintendents, principals, assistant principals, supervisory and confidential employees as defined in the P.E.L.R.A, and such other employees excluded by law. The term "teacher," when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined who are required to be licensed by the State of Minnesota. In addition, occupational therapists, licensed by the American Occupational Therapy Certification Board, are represented by the Association.

## ARTICLE II COPIES OF RECORD

There shall be two (2) signed copies of the final Agreement for purposes of record; one (1) retained by the School District and one (1) by the Association.

## ARTICLE III STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT

Section 1. Management, Rights, and Responsibilities: All teachers covered by this Agreement shall perform the teaching and other professional services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School District and its properly designated representatives have the obligation and duty 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.

Section 2. Effect of Laws, Rules, and Regulations: All teachers covered by this Agreement, the School District and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the United States Department of Education, Minnesota Department of Education, and valid rules, regulations, and orders of all other State and Federal governmental agencies. Any provision of this Agreement herein found to be in violation of any such laws, rules, regulations, or order shall be null and void and without force and effect. The School District has the obligation and authority to comply with any such law, rule, regulation, and order.

Section 3. Meet and Negotiate: The School District agrees not to meet and negotiate with any teachers' organization other than the BEA, as long as the BEA is the exclusive representative of the teachers of Independent School District 191 as defined in P.E.L.R.A. The exclusive representative recognizes the School Board's inherent rights as defined in P.E.L.R.A.

Section 4: Reservation of Responsibilities and Obligations: It is further understood that the foregoing enumeration of the School District's responsibilities and obligations is not exclusive and the School District expressly reserves all its statutory authority not expressly delegated in this Agreement.

## ARTICLE IV

## TEACHER RIGHTS

Section 1. Rights in this Agreement: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of 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, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School District.

Section 3. Meet and Confer Committee: Recognizing that teachers have the right to meet and confer with the School District regarding any and all policies and practices of the School District, the School District agrees to work with the BEA president to establish topics, format and schedule for the coming school year.

Section 4. Dues Check Off: Effective July 1, 2020, any teacher 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 membership dues in the Association, including Education Minnesota and the National Education Association. The Association will notify the District by September 15, each year the amount of dues to be deducted. Pursuant to such authorization, the School District shall deduct one seventeenth (1/17) of such dues from each regular salary check of the teacher beginning in mid-October and ending in mid-June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by mid-June.

Section 5. If an assignment requires a substitute teacher to work more than fourteen (14) hours per week and for more than thirty (30) consecutive days per year for the same teacher, the position shall be filled with a teacher hired by the district for the duration of the assignment. That teacher automatically becomes for the duration of that assignment a member of the appropriate unit covered by this Agreement. In such instances, daily pay shall be calculated by placing the teacher appropriately on the salary schedule per Article V, Section 1, and sick absence shall be accrued at the rate of one (1) day per month.

Section 6. Payment to Association: With respect to sums deducted by the School District in Section 4 hereof, the School District agrees to remit to the Association said amounts promptly each month accompanied by an alphabetical list of teachers from whom such deductions have been made.

Section 7. Association Representatives: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. An Association representative shall check with the building principal's office upon entering the building.

Section 8. Buildings and Facilities: The Association shall have the right to use school facilities and equipment, including typewriters, computers, e-mail, voicemail, fax machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and the School District reserves the right to assess charges for such usage consistent with the School District practice relating to private organizations. The user shall request equipment from the responsible individual and have time and use determined when checked out.

Section 9. Bulletin Boards: The Association shall have the exclusive right to post notices of activities and matters of Association concern on an Association bulletin board, at least one (1) of which shall be provided in

each school building. The Association shall have the right to use the District mail service and teacher mailboxes for communications to teachers and the School District shall have an Association mailbox in the building designated by the Association; such communication to be unimpaired and uncensored.

Section 10. Information: The School District agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certificated personnel, and agendas and minutes of all Board meetings. In addition, by October 1 of each school year, the District shall provide in electronic form to the Union census and membership data; names, social security numbers, starting and ending employment dates, addresses, telephone numbers, birthday (not including the year of birth), full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed; and salaries paid thereto. This information will be provided in a timely fashion upon request to the Union president. In addition, the Association president or designee shall be provided with a Board packet of information as is provided by the District for members of the media.

Section 11. Teacher Organization Absence

- Subd. 1. The exclusive representative shall have twenty-five (25) non-cumulative days credited to it at the beginning of each school year. Four (4) non-cumulative additional days shall be granted the exclusive representative for purpose of cooperative lobbying efforts in coordination with the Board of Education and District Administrators.
- Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Executive Director of Human Resources or designate at least three (3) days prior to the absence.
- Subd. 3. Up to five (5) teacher representatives shall be allowed to attend mediation or arbitration sessions, at no loss of pay, when ordered by the Bureau of Mediation Services.
- Subd. 4. Additional days may be purchased by the Association at substitute teacher reimbursement rates.
- Subd. 5. The BEA president shall be released full-time without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. 50% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2019–2021–2023 contract settlement. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year.

Section 12. Just Cause, Obligations and Professional Conduct:

- Subd. 1. The teacher shall adhere to the set of principles which define professional conduct. The School District shall not take any disciplinary action, including adverse evaluation and reduction of compensation, with respect to any teacher without just cause.
- Subd. 2. The School District shall draw a teacher's attention to the lack of professional conduct in the following ways:
  - a. Coaching and non-disciplinary corrective actions including:
    - i. Informal conversation with supervisor
    - ii. Communication via e-mail outline expectations, supports and directives
    - iii. Written documentation of Verbal Warning

- iv. Written Warning
- b. Discipline actions including:
  - i. Written Reprimand
  - ii. Suspension without pay
  - iii. Letter of Deficiency
  - iv. Loss of salary increase for substandard performance
  - v. Discharge per M.S. § 122A. 40.

Use of items "a" to "b" above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above corrective actions or forms of discipline may be used.

Subd. 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;
- c. a reference to the grievance process as defined in the Master Agreement; and
- d. notice that the Association President will be copied any suspension without pay, notices of deficiency, loss of salary increase, or notice of discharge unless the teacher objects in writing within ten (10) calendar days; any grievance in this category would begin at Level III.

## ARTICLE V COMPENSATION

Section 1. Status of Salary Schedules: The salary schedules contained in Appendix A are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a part of the continuing contract and the schedule contained herein is no longer applicable after June 30, 2019 2023. In the event that a new Agreement has not been mutually adopted by July 1, 2019 2023, teachers will be covered under M.S. § 122A. 40 and the salary for 2019-2020 2022-2023 will be that stipulated on the individual contract for 2018-2019 2023-2024 until a new Agreement is reached subsequent to July 1, 2019 2023, and the conditions of the new Agreement will determine salaries for 2019-2020 2023-2024.

Section 2. Licensure: Each teacher must submit a copy of a valid Minnesota teacher's license, and an official transcript of all college credits. This material will be kept on file in the District office during the entire time that the teacher is employed in the school system.

- Subd. 1. Effective until January 1, 2019, teachers hired on or after July 1, 2010 must maintain the certifications on their license in place at the time of hire for the duration of their career in the district. Failure to maintain such certifications in place at the time of hire, will result in termination, effective at the conclusion of the school year during which the certification is surrendered.
- Subd 2. In the event a teacher does not have a current, valid license by the first day of class of a given year, he or she will not be allowed to teach, will not be paid and will not receive benefits until such time a current, valid license has been printed as documented on the MDE website.
- Subd. 3. In the event a teacher does not have a current, valid license by October 15th of a given year, he or she will be terminated immediately.
- Subd 4. A teacher may petition the Executive Director of Human Resources by August 15th if the

teacher believes that their license will not be renewed prior to the first day of class. If evidence supports that the Department of Education caused the delay in issuing the license, the Executive Director of Human Resources may waive Subd. 2 and Subd. 3.

Section 3. Credits allowed for lane placement or advancement:

- Subd. 1.
  - a. Degree credits are part of a teaching or administrative degree program; i.e. recognized by an accredited graduate school.
  - b. Graduate degrees earned exclusively on-line must be from an accredited graduate school.
- Subd. 2. Program credits are not part of a teaching degree program but reflect intent to improve content knowledge specific to assignment or pedagogical skills.
- Subd. 3. In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved in-service credits are defined by the Executive Director of Human Resources, including quarter credit values.
- Subd. 4. Prior to denying credits for lane change or reimbursement, the Assistant Superintendent for Teaching and Learning and President of the BEA will review the proposed coursework and make a recommendation to the Executive Director of Human Resources.

Section 4. Initial Placement:

- Subd. 1. All credits to be counted for initial placement must be earned after licensure to teach, except as noted below.
  - a. Credits earned as part of a specific post baccalaureate program to provide teaching licensure shall be counted toward lane placement.
  - b. If an advanced degree is obtained before licensure, that degree counts only if it is in a field directly related to license(s) held and/or the assignment for which he or she was hired.
  - c. Persons hired with two (2) Bachelor's degrees may be credited with a lane advancement at the time of initial employment.

Section 5. Credits disallowed for lane placement or advancement:

- Subd. 1. Credits older than five (5) years unless part of a degree program.
- Subd. 2. Undergraduate credits earned prior to teacher licensure.
- Subd. 3. In-service credits obtained while in employment outside District 191.
- Subd. 4. Credits earning lower than a C grade.
- Subd. 5. Step placement:
  - a. A teacher new to the School District may be placed on a step of the salary schedule at the discretion of ISD 191.
  - b. Experienced teachers new to the Burnsville system shall receive credit for up to five (5) years for past teaching experience in public schools on a year for year basis, and appropriate lane placement. Such experience must have been gained within the last seven (7) years.
  - c. Additional experience may be granted upon the discretion of the Executive Director of Human Resources or designate, for past teaching experience in public schools if the experience specifically benefits both parties. Such other types of experience as teaching in non-public schools, teaching in colleges, trade and industry activities, specialized work requiring technical

skills and training, etc., may be counted. Such experience if allowed, must have been within the immediately preceding years.

- d. Outside experience will be counted for full academic years only of actual teaching or related services.

#### Section 6. Lane Changes:

- Subd. 1. Credits must be pre-approved in writing in Human Resources.
- Subd. 2. Credits may be used only once for lane advancement.
- Subd. 3. Teachers eligible for a lane change must file a lane change request form which shall list previously approved courses to be used for the lane change.
- Subd. 4. Upon verification of the completion of course work (e.g., college transcript), a lane change will be retroactive to the date of completion of the course work. In no instance shall the date of retroactivity exceed six months.

#### Section 7. Reimbursable Credits:

- Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:
- Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. +60/Specialist will be paid annually by the School District subject to Subd 3:
- Subd 3. Criteria:
  - a. Courses must carry prior approval by the Executive Director of Human Resources.
  - b. Payments are for tuition only.
  - c. Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
  - d. Tuition payments will not be made for work taken while on a regular or sabbatical leave.
  - e. The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.

#### Section 8. Professional Growth/Step Advances:

- Subd. 1. Step advancement is granted at the beginning of the academic year, provided each teacher has completed a year of satisfactory service.
  - a. Teachers, K-12, who work 1104 hours (three-fourths full time) or more of satisfactory service shall advance each year.
  - b. Teachers, K-12, who work fewer than 1104 hours shall advance when experience earned equals three-fourths (3/4) year or more and is in consecutive years unless separated by an approved leave. All fractions over three-fourths (3/4) are dropped in calculating cumulative experience.
- Subd. 2. Probationary teachers shall be evaluated according to statute using the District's Teacher Development and Evaluation instrument. Notification that a probationary employee's contract will not be renewed shall be given according to statutory timelines.

- Subd. 3. Consistent with M.S. 122A.40 Peer Review, continuing contract (tenured) teachers shall be reviewed by their peers consistent with the Performance Appraisal System adopted by the Board of Education. A continuing contract teacher shall be deemed to have had a year of satisfactory performance unless that employee has been given notification, in writing, of substandard performance by January 1 and prior to March 1 of that year, the employee has had the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance.
- Subd. 4. After the procedures set forth in Subd. 2 above have been followed and assuming dismissal proceedings have not been instituted, a licensed employee who has had a year of unsatisfactory performance will not be granted a salary increase.

Section 9. Successive Years on the Same Step: If a teacher remains for more than one (1) year at any given step for any reasons, none of the repeat years at that step qualifies for step advancement in that or any other lane. If eligible, career teacher compensation pay shall be paid but added to current placement if the above sentence is applicable.

Section 10. Career Teacher Compensation

- Subd. 1. In the fifteenth year of service to the School District 191, a teacher shall receive the first career step. In the twentieth year of service to the School District 191, a teacher shall receive the second career step. (See Appendix C)
- Subd. 2. See Article V, Section 9 for teachers on same step for successive years.
- Subd. 3. A year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. (Effective 1987).
- Subd. 4. A year of experience within the School District is one in which a teacher has worked in a position covered by this collective bargaining agreement at least 1104 contracted hours.
- Subd. 5. A teacher who works at least 1104 contracted hours in consecutive years also gains a year of experience. Part years separated by an approved leave shall accumulate toward a year of experience credit.
- Subd. 6. To be eligible for career teacher compensation steps, the service must have been rendered in District 191, and service outside District 191 before or after employment in District 191 shall not be counted for such placement. A break in seniority will zero out the years of service credit.
- Subd. 7. Exceptions to Subd 6. are sabbatical leaves, exchange teaching and teaching while on professional leave. Subdivisions 3, 4 and 5 remain applicable.

Section 11. Part-day Licensed Employee Compensation: Part-day licensed teachers shall receive pay based on the comparison of the student contact time with that of full-time teachers at the same level of instruction. Part-day licensed teachers shall receive preparation and professional time in the same proportion as that of a full-time teacher at the same level of instruction.

SECTION 12. Prep Reimbursement for Traveling Teachers:

- Subd. 1. Teachers who travel to more than one site in a given day, shall receive preparation, lunch and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. Adequate time shall be given for travel from one location to another.
- Subd. 2. Teachers who travel and receive additional annual FTE will not be assigned before school or after school supervision duties but may still be required to attend meetings.
- Subd. 3. Teachers who do not have prep time equivalent to 5 minutes for every 25 minutes instruction will be compensated for the loss prep time an additional .2 annual FTE prorated for the period of time they work that schedule.

Section 13. Pay Dates and Deductions:

- Subd. 1. The final payroll check may be withheld by the School District until all required reports are submitted.
- Subd. 2. Teachers under continuing contract shall receive their salary payments via direct deposit within the following options:
  - a. 1/24 of their annual salary on each of the first nineteen (19) pay dates and 5/24 of their annual salary on the 20th pay date.
  - b. 1/24 of their annual salary on each of the twenty-four (24) pay dates.
- Subd. 3. Options once made are final for the entire school year. Returning teachers shall retain the same option for each year as they selected in the preceding year unless Accounting is notified in writing to the contrary by August 15 of each year of the contract, in individual cases.
- Subd. 4. Teachers new to the District and beginning on the first working contract day will have their first pay date on September 15 or on the Friday preceding September 15 if it should fall on a week-end. Teachers new to the District will receive 1/23 of their annual salary on each of the 23 pay dates.
- Subd. 5. Teachers hired prior to April 1 will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-August. Teachers employed on or after April 1, will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-June each year.
- Subd. 6. For returning teachers, the first pay date of each school year shall be the last working day of August. Pay dates shall be the 15th and last day of each month. If the date falls on a weekend or holiday, the pay date shall be on the first banking date prior to the weekend or holiday.
- Subd. 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

Section 14. Tax Sheltered Annuities, Qualified Retirement Plans and Deferred Compensation Plans: Tax sheltered annuities, qualified retirement plans and deferred compensation plans, either variable or fixed, shall be made available to teachers. District matches as described in Article XII, Section 9 will only be made to approved 403(b) plans. Regulations and procedures are available in the Human Resources Office (see Article XII, Section 9).

- Subd. 1. TSA payments deducted from payroll shall be sent to vendors within five (5) business days of each deduction.
- Subd. 2. Board policy and regulations will be updated annually for compliance with State/Federal Laws.

Section 15. Flexible Benefit Plan: Regulations and procedures are available in the Human Resources Office. Board policy and accompanying regulations will be updated annually to comply with IRS Regulations.

Section 16. Rolling Window: If a teacher has been misplaced on the salary schedule, the teacher has a two-year rolling window to make corrections. If it is found that the teacher has been misplaced on the salary schedule, the recalculation period will go back two years from the time that the Executive Director of Human Resources is made aware of the problem.

## **ARTICLE VI EXTRA COMPENSATION**

Section 1. Co-Curricular Assignments: Effective July 1, 2020, stipends are negotiated by position as identified in Appendix C-3 and will apply only to ISD 191 teachers.

- Subd. 1. Vacancies shall be posted at least seven (7) days prior to filling the vacancy.
- Subd. 2. The assignments for stipend positions are appointed by the administration.
- Subd. 3. Stipend pay shall be issued in equal payments over the duration of the assignment commencing on the pay date following fifteen (15) days of co-curricular assignment and ending on the pay date following completion of the co-curricular assignment. Errors in payments will be corrected on the pay date following detection of the error.
- Subd. 4. Longevity: Effective July 1, 2004, after completing seven (7) years as a head coach or chief advisor for a single activity (male/female), the coach or advisor will receive an additional longevity increment equivalent to 5% of the stipend amount.
- Subd. 5. M.S. §122A. 58 shall apply to all licensed coaches.

Section 2. Pro-rated Assignments: Pro-rated pay is paid to teachers who are assigned work beyond or before the regular contract year at duties similar to their work year assignment and to vocational education teachers who are eligible to receive categorical funding for their salaries.

- Subd. 1. Pro-rated pay is calculated on the previous year's salary using an 8-hour day for work prior to July 1, and on the next year's salary for work July 1 or later.
- Subd. 2. Activities appropriate for prorated pay for vocational education teachers may include direct student contact, curriculum writing and attendance at workshops approved for vocational education licensure.

Section 3. Speech Pathologists: Speech Pathologists who provide the District with a copy of their Certificate of Clinical Competence issued by the American Speech and Hearing Association will ~~be reimbursed~~ receive a stipend of \$2,500 per school year, provided the copy is received by January 31<sup>st</sup> of each year.

Section 4. Hourly Assignments: Hourly pay is negotiated for type of work, as identified in Appendix C-4.

Section 5. Minor Administrative Assignments: Minor administrative assignments shall include, but not be limited to, athletic coordinators, PAC manager, area leaders, computer facilitators, and administrative assistants. The Executive Director of Human Resources shall determine stipends for minor administrative assignments within sixty (60) days of the ratification of the new Master Agreement.

Section 6. Mileage: Staff members who receive prior authorization to use their personal cars for school business shall be reimbursed at the rate in effect according to District policy. Requests for reimbursement should be made monthly, but must be made quarterly or claims are forfeited.

Section 7. Voluntary: Acceptance of any position described in this Article shall be voluntary.

Section 8. Docking: Instances of absence without pay will call for deduction of salary on a pro-rata basis with a minimum of one-half (½) day.

Section 9. Overloads: When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Compensation for one semester shall be \$2,000 per semester plus calculation for lost prep time per semester for the addition of a current course offering or \$3,500 per semester plus calculation for lost prep time per semester for the addition of a new course offering.

## **ARTICLE VII GROUP INSURANCE**

### Section 1. Health and Hospitalization Insurance Options:

- Subd. 1. Effective July 1, 2011, for all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall 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 shall be borne by the employee. Effective at the start of the 2006-2007 school year, full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.
- Subd. 2. Effective July 1, 2011, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.
- Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Subd. 4. Except as listed below, teachers working at least 20 hours per week but less than 30 hours per week shall contribute 30% of the premium for dependent coverage, effective July 1, 2006. Effective July 1, 2010, teachers working at least 20 hours per week but less than 30 hours per week shall contribute the equivalent value of 30% of the composite premium for dependent coverage. The balance shall be paid by the District.

Exceptions as listed below receive health insurance contributions as per Subd. 2.

- a. teachers on parental leave, working at least .5
- b. teachers hired prior to July 1, 2006 with a .5 or greater contract
- c. teachers with a .5 contract prior to July 1, 2006, who temporarily accept an assignment greater than .5, have the right to return to .5 with benefits as per a full-time employee as outlined in Subd. 2.

Subd. 5. The balance of any additional premium for optional single or dependent District plans shall be paid by the teacher.

## Section 2. Life Insurance and Accidental Death and Dismemberment Coverage:

Subd. 1. Teachers employed fewer than 20 hours per week shall not receive life insurance coverage.

Subd. 2. Life insurance and accidental death and dismemberment insurance in the amount of \$50,000 shall be carried by the School Board for each full-time teacher, who is qualified for and enrolled in the school district's group life and accidental death and dismemberment plan.

## Section 3. Income Protection:

Subd. 1. Teachers employed fewer than twenty (20) hours per week shall not receive income protection benefits.

Subd. 2. Disability pay and qualifying period will be governed by the policy in effect. Coverage will be no less than 60% of the base pay when coordinated with other sources of income as described in the insurance policy.

Subd. 3. After a teacher has been ill for the qualifying period, not to exceed 90 working days, the teacher will use fractional sick absence, if accumulated, for one-third (1/3) day, subject to Subd. 2 above together with the income protection plan for an additional sixty (60) fractional days. An employee who does not wish to use sick days must make the request in writing prior to using fractional sick leave. A maximum of twenty (20) full sick days per illness may be used by the teacher in this manner. When such sick absence is used to supplement income protection, it shall be counted as fractional days worked and be credited toward step advancement on the salary schedule. In no case shall total payment exceed one (1) day's gross pay.

Subd. 4. As of June 30, 2002, any teacher who has been on long-term disability for more than one year may choose one of the following options:

- a. Retire and receive severance and retiree health insurance (if eligible) as per the Master Agreement or
- b. Continue to receive employee health insurance benefits until eligible for full retirement in lieu of severance and retiree health insurance.

For those who choose to retire under option A above, the minimum age requirement for severance and retiree insurance benefits (55) will be waived. Article XII, Section 2, Subdivision 1 does not apply.

- Subd. 5. Effective July 1, 2002, teachers who anticipate an extended absence due to a long-term disability shall apply for and will be granted up to a one-year Medical Leave of Absence. The District will continue to make contributions to insurance as per Article VII, Section 1, while the teacher is on medical leave. If a teacher has met the years of service requirement described in Article XII, Section 2, the teacher will receive severance at the time of resignation. In the event a teacher is so physically or mentally incapacitated that they are unable to make a decision, the district will work with the power of attorney and/or next of kin to address employment decisions. Teachers who resign following a year's leave of absence due to disability, will receive a \$500 contribution to their account with the Post Retirement Healthcare Savings Plan administered by the Minnesota State Retirement System. Terminated teachers will not be eligible for severance. Teachers can continue to participate in health insurance at their expense. For retirement option, see Article XII.

Section 4. Dental: The District will provide single coverage dental insurance for each full-time teacher who is employed by the School District, who qualifies and is enrolled in the School District base plan. Dependent coverage will be provided to full-time teachers, an employee contribution of \$5.00 per month. Effective July 1, 2004, the teacher contribution for dependent dental insurance shall be \$15.00 per month.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy provided by the School District pursuant to this Article.

It is further understood that the School District's only obligation is to provide an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 6. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Except as otherwise provided in this Agreement, upon termination of employment, all School District participation and contribution shall cease, effective on the last working day. However, terminated employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.

## **ARTICLE VIII LEAVES OF ABSENCE**

Section 1. Personal Illness: When the District has reason to believe that leave is being abused or misused, it has an obligation to investigate and take appropriate action to prevent or remedy the misuse.

- Subd. 1. All full-time teachers shall earn personal illness absence at the accumulative rate of ten (10) days for each year of service in the employ of the School District. Effective July 1, 2019, ten (10) days shall be deposited to each full-time teacher at the beginning of each school year. Teachers hired after the first day of the school year shall have the ten (10) days prorated based upon the number of days missed divided by 184 days. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.
- Subd. 2. Unused personal illness absence days may accumulate to one hundred eighty (180) days.
- Subd. 3. When a teacher has exhausted personal illness absence, the teacher shall have 1/184th of salary for each day of absence deducted from a subsequent payroll. (Teachers in their first year of employment with the District shall have 1/187th of salary deducted.)

- Subd. 4. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days, income protection insurance will ensue in accordance with the existing policy. Excess days, if any, will be available upon return.
- Subd. 5. Personal illness, disability, and emergency medical and dental procedures, required health care examinations, required dental examinations, and time needed to travel to and from required medical examinations are covered by this Section.
- Subd. 6. Teachers currently under contract and employed during summer school may use accumulated personal illness absence if necessary. Such days shall be deducted on a pro-rata basis rounded to the nearest tenth.
- Subd. 7. Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.

Section 2. Personal Absence: The purpose of personal absence is to provide protection for the teacher so that the employee not suffer income loss for personal affairs. Teachers should not accept a position with another employer knowing that the schedule of that employer is likely to conflict with the established work schedule of the district.

Subd. 1. Procedure:

- a. A teacher planning to use personal absence shall notify the Human Resources Office at least forty-eight (48) hours in advance except in the case of an emergency approved as such retroactively by the Executive Director of Human Resources.
- b. Bereavement absence not covered under Section 4, Subds. 1 and 2, of the bereavement absence policy or family illness absences is automatically allowable for personal absence.
- c. Failure to provide timely notification may result in discipline.

Subd. 2. Limitations:

- a. Personal absence days may not be used to earn income from another employer.
- b. No more than (2) licensed staff or five percent of the staff, whichever is greater, at any site may use personal absences on a particular day. Personal days will be granted based on the order requested at the site.
- c. Personal absence shall not be granted for appearing before governmental bodies in which the petitioner for personal absence is a participant to any degree, including membership in an organization, in any action brought against the Board of Education of District 191.
- d. In addition to b and c above, personal absence is not to be used for vacation, recreation or leisure-time activities when taken sequentially with a general absence, the day prior to and the day following winter and spring breaks or during the first and last week of the teachers' / work year. Reasons must be given when a personal absence falls sequentially with a general absence or during the first and last week of the teachers' work year. On the days specified, personal absence is for personal affairs, the time and occurrence of which are not within the teacher's control but the nature of which requires the teacher's presence.

Subd. 3. At the beginning of each school year, each teacher shall be credited with two (2) days, cumulative to three (3) to be used for the teacher's personal absence. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.

Subd. 4. Beginning in the 20th year of employment **as defined on the seniority list** with the district, each teacher shall be credited with three (3) days, cumulative to four (4) to be

used for teacher's personal absence.

### Section 3. Family Illness - Absence:

- Subd. 1. At the beginning of each school year, each full-time teacher shall be credited with a maximum of five (5) days per school year, cumulative to seven (7), for illness in the family for each full-time teacher. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.
- Subd. 2. The term family is interpreted to mean anyone of personal significance to a teacher.
- Subd. 3. Teachers who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

### Section 4. Bereavement Absence:

- Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher.
- Subd. 2. One (1) day for each of the categories "f" through "l." A maximum of an additional three (3) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources. Part-time teachers shall accrue and be eligible for such a benefit on a pro-rata basis.
  - a. parent, step parent or former guardian of teacher
  - b. spouse of teacher
  - c. individuals who dwell under the same roof and comprise a family or domestic establishment
  - d. child, step child of teacher
  - e. parent or step parent of spouse
  - f. brother, step brother, sister, or step sister of teacher
  - g. spouse of teacher's child
  - h. grandchildren or step grandchildren of teacher
  - i. grandparents or step grandparents of teacher or spouse
  - j. brother, step brother, sister, or step sister of spouse
  - k. brother-in-law, sister-in-law, nephew, niece, uncle or aunt
  - l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns.
- Subd. 3. If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) personal sick days per year to attend the funeral of a person with whom they have a significant relationship.

### Section 5. Civic Duty Leave:

- Subd. 1. Involuntary appearances (i.e., where the employee or an organization in which the employee is a member has not initiated the action) for appearances before governmental bodies, for jury duty, or for military duty (by appropriate orders) shall carry regular compensation from the District. Working as an election judge is a voluntary activity. Teachers who choose to serve as election judges on a scheduled work day must request personal leave to do so.

Subd. 2. Any remuneration for such appearances shall be deducted from the employee's regular pay from the District with the exception of ordered military service, which is subject to federal law. To receive regular pay the employee must provide to Human Resources verification of hours of on-site duty. Any sum for travel expense shall be retained by the employee.

Subd. 3 Any other political leave shall be granted in accord with appropriate statute.

Section 6. Organizational Leave:

Members of the bargaining unit who assume a full-time, paid officer position in Education Minnesota, the National Education Association, or the American Federation of Teachers shall be granted annual leave for the duration of their term in office. Such leave shall not count against the 3 year general leave limit.

Section 7. Professional Absence:

Subd. 1. Teachers may be allowed to attend, with full pay, professional meetings and other activities of a professional nature upon the advance approval of a site's staff development committee. That committee shall determine in advance what expenses, if any, shall be paid by the site.

Subd. 2. When staff development money is not available from the site staff development committee, the site staff development committee may authorize the teacher to buy Professional Development days at the current rate of experienced substitute pay per half day of absence.

Subd. 3. The school assumes the responsibility for the substitute teacher in any approved absence.

Subd. 4. When teachers attend meetings on behalf of the School District and upon the instructions of the administration, expenses shall be paid by the School District.

Subd. 5. Exclusive representatives and similar organizations and their affiliate meetings and conferences do not qualify for professional absence unless their content is judged to be directly contributory to the instructional program.

Section 8. General Absence:

Subd. 1. Effective July 1, 2016, a maximum of five (5) days of general absence without pay may be requested by each teacher.

Subd. 2. No more than 2% of staff shall be granted such absence at any one time. Absence shall be granted in the order of application.

Subd. 3. General absence exceeding five (5) days or 2% of staff shall be granted only at the discretion of the Executive Director of Human Resources.

Subd. 4. A minimum of five (5) days notification shall be given by the teacher to the Human Resources Office to be eligible for such leave.

Subd. 5. Such absence will not be granted during the first two (2) weeks of school or the last week of school. Exceptions for emergencies may be approved at the discretion of the Executive Director of Human Resources.

Section 9. General Leave of Absence:

- Subd. 1. Teachers may apply for a general leave without pay or fringe benefits for the following year by January 15th. Such application shall be in writing, to the Executive Director of Human Resources. Such leave shall be at the discretion of the Board of Education.
- Subd. 2. Approved leaves allow the employee to continue to accrue seniority but not step or career advancement. The employee may participate in District health, dental and life insurance plans at the employee's expense.
- Subd. 3. A teacher shall inform in writing, the Executive Director of Human Resources by February 1 of plans to return the coming school year. If a teacher has exhausted their general leave and has not been granted a leave for the coming school year, the teacher must return to work, or employment will be terminated.
- Subd. 4. A teacher is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.
- Subd. 5. A teacher may apply for an extended leave of absence for at least three but no more than five years of absence pursuant to MN Statute 122A.46.

Section 10. Sabbatical Leave:

- Subd. 1. One (1) year or part of a year will be available and may be granted to members of the certificated staff who have demonstrated by performance that a sabbatical leave experience would enable them to make a contribution to the improvement of the instructional program of District 191.
- Subd. 2. To be eligible for a sabbatical leave, an individual must have taught for seven (7) years in the District. Sabbatical leave shall be for the following reasons: Accredited advanced study, Research, or Related professional activity.
- Subd. 3. Staff members must make application to the Executive Director of Human Resources after December 15, and before January 15, for leaves to be taken during the following school year. An application for a leave to be taken the second semester of an academic year may be submitted after June 15, and before August 15, preceding that academic year. The application shall include:
  - a. A detailed prospectus of the proposed activity;
  - b. A statement of the relationship between the proposed activity; and improvement of the instructional program of District 191 and a plan for implementation;
  - c. A letter of recommendation from the immediate supervisor and one (1) other administrator who has knowledge of the applicant; and
  - d. Two (2) letters of recommendation from professional educators not in the employ of District 191.
- Subd. 4. Applicants will be interviewed by a Sabbatical Leave Committee composed of two (2) members appointed by the BEA president, two (2) administrators appointed by the Superintendent of Schools, and a member of the Board of Education designated by the Board of Education. Two (2) separate committees shall be formed, one (1) for the full year requests and one (1) for the half-year requests. The committees shall hear all requests for its particular category. The committees shall be formed as early as possible to fit the deadline dates for application. Interviews will be scheduled within thirty (30)

days of the date of application.

Applicants will be notified of their status within fifteen (15) days of closing date for application.

- Subd. 5. The number of teachers on sabbatical leave shall be limited in number to 2.5 FTE teachers. If the number of qualified applicants exceeds the quota, the Sabbatical Leave Committee shall rank the applicants and granted leaves shall be in that order. The quota shall be determined by rounding off the total number of full-time equivalent members of the teachers' appropriate unit to the nearest one hundred (100) members.
- Subd. 6. The allowance granted to a teacher on sabbatical leave shall be the lesser of seventy (70%) of the base contract salary of the individual or \$15,000 for the school term during which the leave takes place. For periods less than one (1) year, allowance shall be prorated. Teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships, or other stipends. Teachers may also augment their sabbatical leave salary by accepting part-time employment, but in no case shall a commitment to part-time employment exceed half-time.
- Subd. 7. A teacher who is granted a sabbatical leave must pledge to teach in School District 191 for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the one (1) year, the teacher shall pay back to the Board a pro-rata of the sabbatical allowance.
- Subd. 8. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to an equivalent contractual position occupied prior to the leave, plus credit for one (1) year's teaching or professional experience for the year spent on sabbatical leave. All fringe benefits will remain in force as long as they do not conflict with Minnesota State law or Board policy. Fringe benefits for purposes of this Section mean: insurance coverage will be the same as active teachers, sick absence shall not accumulate, and other absences are not applicable.
- Subd. 9. Sabbatical leaves that are approved but extend beyond the contract expiration date will be subject to the provisions of the subsequent contract.

#### Section 11. Paid Parental Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the teacher's physician or certified health care professional. The end of a physical disability absence for childbirth shall be determined by the teacher's physician or certified health care professional at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the teacher must provide the estimated start of a physical disability to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start and end times can be modified by the physician.
- Subd. 3. The teacher is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e., enough time to find a long-term substitute, discuss transition, and provide communication to parents.

- Subd. 4. A teacher who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery shall continue to receive all benefits during the period of illness/disability in accordance with Article VII, Section 3 Long-term disability.
- Subd. 5. A teacher's maternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of disability, do not in and of themselves cause the period of disability to be extended.
- Subd. 6. A paternity leave shall be granted by the District of up to six (6) weeks immediately following the birth or adoption. A paid paternity leave must utilize personal day(s)/sick day(s). A paternity leave shall be granted because of the need to prepare and provide care for a child in conjunction with a birth or adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's paternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.
- Subd. 7. An adoption leave shall be granted by the District of up to six (6) weeks. A paid adoption leave must utilize personal day(s)/sick day(s). An adoption leave shall be granted because of the need to prepare and provide care for a child in conjunction of an adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency or last-minute placement); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's adoption absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.

Section 12. Parental Leave:

- Subd. 1. Parental leave of absence shall be available to teachers for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent. Only one (1) parent is eligible for parental leave for each pregnancy.
- Subd. 2. Parental Leave – Special Circumstances: Two additional years of parental leave are available on a full-time, full year basis only. Teachers must apply for the full-time, full-year leave by February 1st of the year preceding the leave. Under the terms of special circumstance parental leave, provisions 7, 12, 14, and 15 will apply.
- Subd 3.
- a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of the maternity absence.

- b. Upon filing an application for adoption of a child, the employee shall be required to notify the Human Resources Office, in writing, of the teacher's intention to take a parental leave. Such notice to include the estimated date when such leave shall become effective.
- Subd. 4. In connection with election to take parental leave, the teacher shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the date following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date need not coincide with a quarter or semester break.
- Subd. 5. A parental leave that commences during the first semester of the ~~2019-2020~~ ~~2021-2022~~ contract year shall cease no later than the first day of the ~~2021-2022~~ ~~2023-2024~~ school year. A parental leave that commences during the second semester of the ~~2019-2020~~ ~~2021-2022~~ school year shall cease no later than the first day of the second semester of the ~~2021-2022~~ ~~2023-2024~~ school year. A parental leave that commences during the first semester of the ~~2020-2021~~ ~~2022-2023~~ contract year shall cease no later than the first day of the ~~2022-2023~~ ~~2024-2025~~ school year. A parental leave that commences during the second semester of the ~~2020-2021~~ ~~2022-2023~~ school year shall cease no later than the first day of the second semester of the ~~2022-2023~~ ~~2024-2025~~ school year.
- Subd. 6. The actual commencement date of parental leave shall be the return date from maternity absence, or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent.
- Subd. 7. If a teacher complies with all the provisions of this Section, a parental leave shall be granted by the employer. The employer shall notify the teacher in writing of its action.
- Subd. 8. By mutual agreement, the length of the parental leave may be altered.
- Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position. If that position is not active, then to a position for which the teacher is qualified.
- Subd. 10. The teacher must return on the return date stated in Subd. 3 unless the teacher requests another return date within ninety (90) days of the expiration of the parental leave.
- Subd. 11. A teacher returning from parental leave will be placed on the next higher step on the salary schedule than when parental leave commenced provided the teacher has served three-fourths (3/4) of the agreed upon days in that school year. A teacher serving fewer than three-fourths (3/4) of the agreed upon days will return at the same step that the teacher was on when the leave commenced.
- Subd. 12. A teacher returning to employment after parental leave will be credited with the amount of sick absence days accumulated at the commencement of the leave. If the first day of return is the first duty date of a school year, the teacher will also be credited with sick absence days normally earned under Article VIII, Section 1.
- Subd. 13. A teacher on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section, except as provided by law.

- Subd. 14. A parental leave of absence granted under this Section shall be a leave without pay.
- Subd. 15. At the teacher's request, a parental leave may commence at a date preceding childbirth. In such cases, teachers shall not be eligible for sick absence benefits as established in Section 14, Maternity Absence.
- Subd. 16. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

Section 13. Professional Leave:

- Subd. 1. Professional leave is defined as an approved leave, without pay, for the purpose of improving competence.
- Subd. 2. Persons wishing professional leave of absence should make application to the Executive Director of Human Resources three (3) months in advance of the starting date.
- Subd. 3. The Board of Education will consider each application on the basis of the recommendation of the Executive Director of Human Resources and contingent upon ability to secure a replacement for the period of time.
- Subd. 4. Credit will be given for teaching experience while on an approved leave provided that experience fulfills the requirements of the School District policies on outside experience.

Section 14. Religious Absence: Persons absent for religious observance may exchange a maximum of two (2) days of sick absence or two (2) days of personal absence per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. Application must be made in writing to the Human Resources at least five (5) working days in advance.

Section 15. Attendance Incentive:

- Subd. 1. An employee who as of July 1,
  - a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
  - b. has taken one (1) or less leave days in current school year, shall have sufficient leave days converted at the rate equal to six hundred and fifty dollars (\$650) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 2. An employee who as of July 1,
  - a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 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 equal to three hundred and ninety dollars (\$390) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 3. 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.

- Subd. 4. "Leave days" include all absences except Bereavement, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.
- Subd. 5. Effective July 1, 2015 the conversion rate for leave days shall be one hundred and thirty dollars (\$130) per day.

## ARTICLE IX HOURS OF SERVICE

Section 1. A duty day consists of eight (8) consecutive hours including a duty free lunch. Within the eight (8) hour day, the School District shall set time for performance of duties, instructional preparation, and noon supervision and lunch.

Section 2. Within the limitation provided in Section 1 hereof, the specific hours at any individual building may vary according to the needs of the education program of the School District. The specific hours for each building will be designated by administration.

Section 3. **Effective July 1, 2017,** All kindergarten through grade five (5) elementary teachers shall receive fifty-two (52) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten through grade five (5) shall be consecutive. In the event that the School Board exercises its right to extend or shorten the school day, additional or less preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction.

Section 4. **Effective July 1, 2014** When a teacher agrees to give up prep time in response to a request by administration to cover a class during his/her prep time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay. Effective July 1, 2018 when an elementary, grade level teacher is assigned by administration to cover another class combined with their own class for any amount of time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay.

Section 5. A minimum of five minutes of preparation time shall be provided within student contact time of the school day for every twenty-five minutes of instruction time. Preparation time shall be provided in one uninterrupted block during the student day. Exceptions in scheduling secondary preparation time may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.

Section 6. Conference Schedule Dates for parent conferences shall be scheduled within a two week window by the School District based on the advice of the District Calendar Committee in the following manner:

- Subd. 1.
- a. One of the three days of conference shall be a 12-hour day. It will include 8 hours of work, inclusive of lunch plus an additional 4 clock hours inclusive of a 30-minute dinner for conferences scheduled to begin no earlier than 4:00 p.m. unless approved by the building principal.
  - b. One of the three days of conference shall be a regular 8-hour work day inclusive of a 30-minute dinner with conferences scheduled to begin no earlier than 12:00 noon unless approved by the building principal.
  - c. One of the three days of conference shall be a 3 3/4 hour work day exclusive of lunch with conferences beginning no earlier than the standard work day unless approved by the building principal. The remainder of the day is a non-work day.
  - d. Within the two week window and prior to the three days of parent conferences, four (4) hours shall be provided for teacher preparation.

- Subd. 2. Any elementary school teacher who has a principal approved conference scheduled in excess of the 14.75 hours of conferences as designated by the contract in subd. 1 for spring and fall conferences will be compensated on a pro rata basis of their daily rate of pay.

Section 7. Effective July 1, 2016, Teachers who work part-time schedules are required to attend all non-student contact days and applicable full day professional development trainings for the entire day. In all other instances where a professional development training or meeting is mandatory, the teacher's building administrator will provide 15 days advanced notice of the requirement to attend. For attendance, the teacher will be paid at their pro-rata rate of pay for a full-day minus their daily assignment amount.

Section 8. Supervision of Special Education Students: A special education teacher shall be compensated at the supervision rate in Appendix C-4 for the supervision of special education students during the teacher's preparation time or lunch time when such supervision is required due to student behavioral issues/crises. No more than 3 occurrences shall be approved without administrative pre-approval and the development of an alternative coverage plan by other qualified staff.

Section 9. Paid Breaks During Professional Development: Teachers participating in Professional Development outside of the 184 duty days will be provided with paid breaks. Teachers who participate in Professional Development of six (6) hours or greater in length will also be given a paid 30 minute lunch break.

## **ARTICLE X LENGTH OF THE SCHOOL YEAR**

Section 1. Pursuant to M.S. §120A. 40, the School Board shall establish the number of school days for the next school year, the teacher shall perform services on those days and additional workshop days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. In the event of a student day or teacher duty day lost, for any emergency, the teacher shall perform duties on that day or other day in lieu thereof as the School Board or its designated representative shall determine. However, one (1) day of such loss will be forgiven, thereby allowing the total number of duty days to fall to one hundred eighty-three (183) days in the school year in which a lost time emergency occurs.

Section 3. The number of duty days in each year after the employee's first year of the Agreement shall not exceed one hundred eighty-four (184), including not more than one hundred seventy-five (175) student contact days. Any duty day scheduled shall count as a full duty day.

Section 4. The number of duty days in the first year of employment with the District shall not exceed one hundred eighty-seven (187), including not more than one hundred seventy-five (175) student contact days. Any duty day scheduled shall count as a full duty day.

## **ARTICLE XI PERSONNEL FILES**

Section 1. Personnel files shall be subject to, and in accord with, applicable Minnesota statute.

Section 2. When any material that does not contain the signature or initials of the teacher is placed into a teacher's personnel file, a copy shall be sent to the teacher. Exceptions to this procedure are college placement papers and items listed in Article V, Section 5.

Section 3. No file material generated in buildings by the principal or the principal's designee may be used in disciplinary or grievance action unless it is forwarded to the personnel file by June 30 of the year of occurrence.

All such material not forwarded by June 30, of the year of occurrence shall be expunged.

## **ARTICLE XII RETIREMENT**

Section 1. Mandatory Retirement: The District will comply with Federal Law.

Section 2. Severance: Teachers who are at least 55 years of age will be eligible for an early retirement incentive of one day's pay for every day of unused sick leave up to a maximum of 92 days or one half (1/2) of their annual salary of the previous year. In no case shall severance exceed 1/2 of the annual salary as listed on the salary schedule. Teachers are eligible for the benefit provided they have had a minimum of fifteen (15) years of active teaching experience in the School District or twenty (20) years of active teaching experience of which ten (10) years of active teaching experience is in the School District. No teacher employed after July 1, 1989 shall be eligible for any provision of this article.

- Subd. 1. In the event that the teacher is on long-term disability when he/she retires, he/she will qualify for severance if they meet the service requirements in Section 2. Severance will be based on the salary for the year in which they went on long-term disability provided they taught at least  $\frac{3}{4}$  of a year or 1104 hours.

Section 3. Retirement Health Insurance: Teachers retiring under the Early Retirement Incentive (above in Section 2 of this Article) shall be eligible for 100% of the single health insurance premium payable under the following conditions: (No teacher employed after July 1, 1989, shall be eligible for any provision of this section.)

- Subd. 1. The full amount of the single insurance premium shall be capped at its cost at the time of retirement for those retiring at the end of the ~~2019-2020~~ ~~2021-2022~~ and ~~2020-2021~~ ~~2022-2023~~ years. For teachers retiring from a leave of absence, the full amount of the premium for single insurance shall be capped at its cost at the time the teacher went on leave.
- Subd. 2. District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare. If disabled, the teacher must apply for Medicaid/Medicare and notify the district when eligible for Medicaid/Medicare due to disability.
- Subd. 3. District maximum payments shall remain at the identical level established in the year of retirement for the teacher as determined by the applicable single rate of the plan in which the teacher is participating at the time of retirement. Monthly payments to the School District for the balance of the premium shall be made by the retiree to keep the policy in force.
- Subd. 4. Dependent coverage may also be purchased under the conditions outlined in Subd. 3 above.
- Subd. 5. The employee who opts to pay for a full year's coverage (July through June) will not be charged the 2% COBRA management fee. In the event that a death results in a change in premium, the remaining difference shall be returned to the survivor upon request.
- Subd. 6. The District will retain the right to determine the health insurance plan and network.

Section 4. Health: Teachers forced to leave teaching for health reasons shall have the right to purchase the health and hospitalization insurance at the group rate subject to the rules of the insurance carrier.

Section 5. Severance: In order to be eligible for severance, teachers intending to retire at the end of the school year must provide written notice of their intent to the Executive Director of Human Resources prior to February 1st in the year in which they intend to retire.

Section 6. The severance of a teacher retiring prior to the last day of the school year shall be 50% of that portion worked in the school year in which he/she is retiring unless the teacher retires at the end of a grading period, and the School Board has accepted the letter of resignation no later than two calendar months prior to the employee's last effective day of employment. (Section 5, will not apply to mid-year retirements.)

Section 7. The severance of teachers on Board-approved leave will be based on the employee's last full year of teaching.

Section 8. Retirement Pay Options: Deductions such as state and federal income tax, social security or TRA shall be made only as required by law. If the employee dies before the retirement payment has been made, the balance due shall be paid to the estate of the deceased.

Members of the unit who retire as per ARTICLE XII, Section 1 through Section 4 shall have severance disbursed as follows: 50% of the severance amount for which a retiring teacher is eligible plus the employee's portion of health insurance calculated from the time of retirement to the next July 1<sup>st</sup> shall be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The remainder shall be deposited into a 403(b) plan up to the maximum non-deferral limit for that calendar year. The remainder, if any shall be distributed as one lump sum to the employee 60 days following retirement.

Section 9. 403(b) Vendor Selection:

- Subd. 1. 403(b) Advisory Committee: The district will establish and maintain a 403(b) Advisory Committee. The committee shall be comprised of members of each bargaining unit, with representation determined by the size of the group. Teacher members of the 403(b) Committee shall be appointed by the BEA President.
- Subd. 2. Vendors: The committee recommended the following vendors and a majority of BEA members approved them, effective January 1, 2009. They are: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), and AXA (Equitable). ~~and Lincoln Financial Services will only be available to those hired prior to March 1<sup>st</sup>, 2011.~~ The committee will meet every three years to review performance. The addition or deletion of vendors will be as recommended by the committee and approved by the BEA.
- Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.

Section 10. Matching Contribution Eligibility: A District match to an approved 403(b) vendor is available to teachers hired on or after July 1, 1989, ~~who are beginning in their fourth (4th) year of teaching in the district who have completed their probationary period with the District~~ at a .5 FTE contract or more. Contributions as permitted by MS §356.24 will be made as follows:

- Subd. 1. Commencing with the ~~2014-2015~~ 2021-2022 school year, the District will match up to ~~\$1,250~~ \$1,500 to an approved 403(b) plan.
- Subd. 2. Commencing with the ~~2014-2015~~ 2021-2022 school year, the District will match up to ~~\$1,750~~ \$2,250 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11<sup>th</sup> year of employment in the District.

Subd. 3. Commencing with the ~~2014-2015~~ 2021-2022 school year, the district will match up to ~~\$2,250~~ \$3,000 to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.

Subd. 4. The Seniority list shall be used to determine years of teaching for 403(b) contributions.

**ARTICLE XIII  
UNREQUESTED LEAVE OF ABSENCE PROCESS  
SENIORITY AGREEMENT**

Section 1. Effective July 1, 2018, the purpose of this section is to set forth a plan providing for unrequested leaves of absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 1. Definitions:

Board Priorities: The Board will approve, on an annual basis, staffing retention priorities in August of the current fiscal year using Appendix D-3. The identified priorities shall not be subject to the unrequested leave process.

Probationary Releases: The annual non-renewal of probationary teachers as identified by administration and approved by the Board shall follow MN122A.40 subd. 5. The identification, selection, and approval of probationary teachers to be released is solely at the Board's discretion.

Qualified: For purposes of Article XIII and the placement of teachers on ULA, a teacher is "qualified" to teach in a "subject matter or field" if the teacher is licensed in that subject matter or field and has taught in that subject matter or field for at least 90 duty days or one (1) semester in the previous five (5) years and have acquired continuing contract rights.

Realignment: The District is not required, under any circumstance, to realign positions to different subject matters, fields, licensure areas, or other positions to accommodate the claims of another teacher. Consequently, the District is not required to realign any positions when placing teachers on ULA or when recalling any teachers from ULA.

Subd. 2. Process:

Unrequested leaves of absences shall occur in the following order for all teachers prior to May 15<sup>th</sup>:

- a. Any teacher teaching under a Tier 1 or Tier 2 license or exemption. Teachers impacted by reductions who are on a Tier 1 or Tier 2 license or exemption will be placed on an Unrequested Leave of Absence if they are not qualified under a Tier 3 or higher license.
- b. Non-qualified teachers. Teachers impacted by reductions who are not qualified per Subd. 1 will be placed on an Unrequested Leave of Absence.
- c. The least senior, qualified teacher. The least senior, qualified teacher within a department or license area will be placed on Unrequested Leave of Absence.

Subd. 3. Recall Provisions:

- a. Teachers will be recalled to vacant positions for which they are qualified in the inverse order in which they were placed on ULA.

- b. The District will not hire a new teacher to fill a vacant position if a qualified teacher is on ULA and is available and willing to accept the vacant position.
- c. The District shall not be required to create part-time positions from full-time positions while placing teachers on or recalling teachers from ULA. No teacher shall have rights to a position with an FTE greater than his or her FTE at the time of placement on ULA.
- d. No full-time teacher will be required to accept recall to a part-time position. If a teacher accepts recall to a position with a lesser FTE than their recall rights provide, they may remain on unrequested leave for the remaining unassigned portion of their FTE. A teacher who declines the offer of reinstatement will remain on unrequested leave at their full FTE but will not receive another offer of reinstatement for a position equal to or less than the offer declined for the remainder of that year. Only offers of reinstatement to a greater FTE than the position declined will be extended to this teacher for the remainder of that school year.
- e. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the leave, may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.
- f. The District will use certified mail, return receipt requested, to notify a qualified teacher on ULA of recall to a vacant position.
- g. It shall be the responsibility of all teachers placed on ULA to maintain a current listing of their name and mailing address in writing in the Human Resources office. Teachers shall have ten (10) business days from the receipt of certified mail or personally served notice of recall to advise the School District in writing of intent to accept or the intent to reject the offer. Failure to so notify the School District within such ten (10) day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
- h. If a teacher waives his or her right to reemployment in the position offered, the position shall be offered to the next teacher on ULA that is licensed and qualified for the position.
- i. A teacher placed on ULA will be eligible for recall for a period of three (3) years.
- j. Pending completion of the recall process, positions may be filled on a temporary basis.

#### Subd. 4 Termination of Recall Rights.

A teacher's recall rights will terminate if any of the following occur:

- a. Voluntary removal by a teacher of his/her name from the recall list which must be a written request.
- b. Resignation of teaching position.
- c. Retirement.
- d. Discharge or termination of the teacher.
- e. The expiration of three (3) years from the commencement of the ULA without having been recalled.
- f. The expiration or revocation of a valid teaching license.

#### Subd. 5 Insurance Participation.

Any teacher placed on unrequested leave of absence shall remain eligible for all teacher insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. The teacher must pay the entire premium during the period of such leave. If a teacher is on an ULA and a spouse is employed by the district, the District will only contribute the portion identified under family coverage. Dual employment language will not apply.

#### Subd. 6 Hearing Rights.

Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subjected to the grievance procedure.

Section 2. Date of Service: The first date of continuous employment in any certificated capacity shall be the date of service in this District for purposes of placement on the seniority list. The seniority date for teachers that have retired from Independent School District 191 and are rehired in any certificated capacity shall be the date of rehire for purpose of placement on the seniority list.

Section 3. Seniority for Leaves of Absence: A teacher will continue to accrue seniority during all leaves of absences.

Section 4. Ties in Seniority: In the event of a staff reduction action affecting teachers whose first date of employment commenced on the same date, and thus have equal seniority, the teacher with the lower license file number as required by the State Department of Education shall be deemed senior.

Section 5. Posting of Seniority List: A corrected, up-to-date seniority list and qualified list shall be drawn up by the Human Resources Office by December 15<sup>th</sup> of each calendar year. The seniority list and qualified list shall be posted in a PDF file on the district website no later than December 15 of each school year, beginning with the 2007 school year.

Section 6. Grievances: Grievance on seniority placement must be made by February 1 for consideration in staffing for the following year. The seniority list is final as of February 1 and shall be used to determine placements in the event unrequested leaves of absence become necessary.

#### **ARTICLE XIV INVOLUNTARY TRANSFERS / TRANSFER REQUESTS**

Section 1. Covered under this Section but not necessarily limited to it are involuntary transfers resulting from:

- a. declining enrollment
- b. reduction in teaching force
- c. closing of schools
- d. programmatic changes
- e. restructuring and realigning of divisions, schools.
- f. If a school has to be reconstituted under ESEA, language applicable to a school closing and the opening of a new school will be followed.

Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily transfer from any school building, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the State Board of Education. If no volunteer is found, the teacher shall be transferred who is lowest on the seniority list in the affected department as defined below:

- a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning, and grade 6. Elementary departments are K-2 and 3-5.
- b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 2. Covered under this section and limited to specialized programs within a given school that require one or more staff members to work a schedule that varies from the standard work schedule by one or more hours. For

example, if the standard work hours for full-time teachers at a given site are from 8 - 4 and a zero hour is added such that it requires a teacher to work from 7 - 3, this section applies. However if hours for the building change and all staff are required to work from 7 - 3, ARTICLE IX, HOURS OF SERVICE APPLIES.

- Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily work the modified schedule, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the Minnesota Department of Education and needed in the program. If no volunteer is found, the teacher shall be transferred who is lowest on the district seniority list in the affected department as defined below:
- a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning, and grade 6. Elementary departments are K-2 and 3-5.
  - b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 3. If a teacher is involuntarily transferred to a new site for the upcoming school year, the teacher will be reassigned to their former building if a position for which the teacher is licensed becomes available and the teacher requests to be reassigned prior to August 1 of the same year. Open positions will be posted. It is the responsibility of the teacher to apply to express interest.

Section 4. If a teacher, who volunteers to accept a transfer requests to return to their former assignment by February 1 of the following two calendar years, they will be reassigned to their former building and department if the position is still active.

Section 5. Annual Transfers Requests (ATR):

- Subd. 1. Upon application to the District, all applicants will be considered for vacancies. Final right of selection shall be reserved by the District. If a teacher requests to return to their former assignment by February 1 after completing one calendar year in the new assignment, they will be reassigned to their former building and department if a position is vacant. If a teacher completes two calendar years in the new assignment without requesting to return to their former position they will no longer have rights to the former position.

Section 6. Teacher Exchanges: Two teachers may initiate a position exchange for one year. In order for the exchange to take place each teacher must be properly licensed and the supervisor at both sites must approve the exchange. At the conclusion of the exchange both teachers must return to their previous position.

## **ARTICLE XV GRIEVANCE PROCEDURE**

Section 1. Definition: A claim by a teacher 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. The representative who hears the Level I and Level II grievances shall not be the same.

Section 2. Level I: In the event that a teacher 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 on the District grievance form to the Executive Director of Human Resources within thirty (30) working days of the occurrence of the grievance. The District representative at Level I 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. The Association shall be copied all grievance decisions.

Section 3. Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within Level I time lines, the Association may submit the grievance within ten (10) working days of the written disposition to Level II to the Executive Director of Human Resources.

Within ten (10) working days of the receipt of the grievance, the Executive Director of Human Resources shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Chairperson of the Board of Education. The Association shall be copied all grievance decisions.

Section 4. Level III: If the Association is not satisfied with the disposition of the grievance at Level II or if no decision has been made within Level II timelines; the Association and the teacher(s) may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Executive Director of Human Resources within fifteen (15) working days of the Level II decision. 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) working days from the notification date that arbitration will be pursued, the BMS 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 Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared by the parties -- one-half (½) by the District and one-half (½) by the Association or the teacher if not represented by the Association.

Section 5. Grievance Mediation: A member of the bargaining unit and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to Step Three of the Grievance Procedure. Time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting Step Three within ten (10) days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to the dispute at Level III. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

Section 6. Association Representative: The employee may have an Association representative either join or represent the employee at any level at the employee's discretion.

Section 7. Days: Working days shall mean teacher work days. When school is not in session, work days shall mean week days not including holidays. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered waived unless both parties agree to waive the time lines. Grievances so waived shall not be considered as agreement with the District position.

Section 8. Resolution: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9. Reprisals: No reprisals of any kind will be taken by the Board or the school administration against any employee because of participation in this grievance procedure.

Section 10. Release Time: When mutually agreed, grievances may be heard during the school day. The 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 11. Notification: The teacher or Association shall notify the Human Resources Office when a decision is acceptable at any level.

Section 12. Designee: The Executive Director of Human Resources may appoint a designee to act at Level II.

**ARTICLE XVI  
PUBLICATION OF AGREEMENT**

Copies of this Master Agreement shall be printed at the School District's expense and distributed to every member now or hereafter employed during the term of the Agreement. The District shall furnish fifty (50) to the Association.

**ARTICLE XVII  
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall be effective as of July 1, ~~2019~~ 2021, and shall continue in effect until June 30, ~~2021~~ 2023. The terms of this Agreement shall remain in full force and effect until a subsequent Agreement is adopted.

Negotiations for the Agreement commencing July 1, ~~2021~~ 2023, may commence when the parties mutually agree, but in no event later than May 1, ~~2022~~ 2024.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the BEA. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

Section 4. Amendment: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this Agreement.

Section 5. Effective Date: "Effective Date" when referred to in this Agreement shall mean the date the Board of Education officially adopts the Agreement according to statute.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For Burnsville Education Association

For Independent School District 191

\_\_\_\_\_  
Chief Negotiator/BEA

\_\_\_\_\_  
Chair - School Board/191

\_\_\_\_\_  
BEA President

\_\_\_\_\_  
Clerk – School Board/191

Date

Chief Negotiator/191

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**APPENDIX A**  
**Adult Basic Education (ABE)**  
**Early Childhood & Family Education (ECFE)**

Section 1. ABE/ECFE Teacher. The School District recognizes the Association as the exclusive bargaining representative for all ABE and ECFE licensed teaching personnel as defined in the PELRA whether under contract, on leave, on a per diem, hourly or class rate basis.

Section 2. Seniority. ABE and ECFE teachers shall have seniority rights in the separate ABE and ECFE programs and also separate from teachers licensed under M.S. § 122A. 40.

- Subd. 1. ABE teachers shall maintain a separate seniority list consisting only of ABE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ABE teacher.
- Subd. 2. ECFE teachers shall maintain a separate seniority list consisting only of ECFE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ECFE teacher.
- Subd. 3. Layoff of ABE and ECFE teachers shall be in the inverse order of seniority. Recall shall be based on appropriate license and shall occur in order of seniority.

Section 3. Step and Lane. ABE and ECFE teachers shall advance one step for each 736 hours worked. Teachers who work fewer than 736 hours shall advance when experience earned equals 736 hours. All hours above 736 are dropped for the remainder of the year. Part year service must be consecutive to receive a year of experience credit. Part years separated by an approved leave shall accumulate toward a year of experience credit.

Section 4. Reimbursable Credits.

- Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:
- Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. +60/Specialist will be paid annually by the School District subject to Subd 3:
- Subd 3 Criteria:
  - a. Courses must carry prior approval by the Executive Director of Human Resources.
  - b. Payments are for tuition only.
  - c. Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
  - d. Tuition payments will not be made for work taken while on a regular or sabbatical leave.
  - e. The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.

Section 5. Calendar: Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. ABE and ECFE may offer classes year round. The basic work year consists of 184 days aligned with the K-12 program calendar. Only hours worked within the 184 days shall count toward FTE, benefits, and step advancement calculation.

Section 6. Non-student contact time. The District shall attempt to assign ABE and ECFE teachers' duty hours concurrently whenever possible. In-service shall be at the same ratio as the K-12 program, to be determined prior to July 1 of each school year.

- Subd. 1. ABE and ECFE teachers shall work in blocks of time that are a minimum of three (3) hours in length per duty day.
- Subd. 2. Preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction. Additional time for meetings and set-up will be calculated at 10 minutes for every 40 minutes of instruction. ABE teachers who work more than 4.5 hours shall have a paid 30-minute meal break.
- Subd. 3. A teacher may be required to reasonably participate in activities such as consultation with parents, faculty meetings, open houses, curriculum meetings, minor administrative assignments, and other teaching responsibilities.

Section 7. Leaves of Absence. Beginning July 1, 1993, ABE and ECFE teachers shall accumulate paid absence leave (Article VIII), prorated based upon hours worked. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status (full-time to part-time or part-time to full-time) the accrued "days" will follow the teacher and be equal in value to the teacher's new status.

Section 8. Group Insurance.

- Subd. 1. Effective July 1, 2014, for all teachers who are employed 736 hours or more, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall 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 shall be borne by the employee.
- Subd. 2. Effective July 1, 2014, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.
- Subd. 3. Effective with the July 1, 2014, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Section 9. TSA Match. ~~Effective July 1, 2008, a \$470.50 District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.~~

Effective July 1, ~~2018~~ 2021, a District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.

- Subd. 1. Commencing with the ~~2018-2019~~ 2021-2022 school year, the District will match up to

~~\$1,250~~ ~~\$1,500~~ to an approved 403(b) plan.

Subd. 2. Commencing with the ~~2018-2019~~ ~~2021-2022~~ school year, the District will match up to ~~\$1,750~~ ~~\$2,250~~ per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11<sup>th</sup> year of employment in the -District.

Subd. 3. Commencing with the ~~2018-2019~~ ~~2021-2022~~ school year, the District will match up to ~~\$2,250~~ ~~\$3,000~~ to an approved 403(b) plan when the employee has completed fourteen years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District.

Section 10. Inclement Weather. If an employee is notified not to report for, or, 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 for the first day of each occurrence.

Section 11. Career Increment

Effective July 1, 2020, active teachers who are compensated under Appendix A Schedule ABE/ECFE shall be eligible for longevity pay in addition to annual salary, according to the schedule in this Section.

**ABE/ECFE Wage Schedule Changes**  
**COMPENSATION**  
~~2019-2020~~ ~~2021-2022~~

STEP	BA	BA20	BA40	MA	MA20	MA40	MA60
1	\$ 28.28	\$ 29.13	\$ 29.95	\$ 30.82	\$ 31.45	\$ 32.08	\$ 32.73
2	\$ 29.13	\$ 29.95	\$ 30.82	\$ 31.66	\$ 32.30	\$ 32.95	\$ 33.61
3	\$ 29.95	\$ 30.82	\$ 31.66	\$ 32.51	\$ 33.16	\$ 33.83	\$ 34.52
4	\$ 30.82	\$ 31.66	\$ 32.51	\$ 33.37	\$ 34.06	\$ 34.92	\$ 35.42
5-9	\$ 31.66	\$ 32.51	\$ 33.37	\$ 34.22	\$ 34.90	\$ 35.60	\$ 36.31

**COMPENSATION**  
~~2020-2021~~ ~~2022-2023~~

STEP	BA	BA20	BA40	MA	MA20	MA40	MA60
1	\$ 28.83	\$ 29.70	\$ 30.54	\$ 31.42	\$ 32.06	\$ 32.71	\$ 33.36
2	\$ 29.70	\$ 30.54	\$ 31.42	\$ 32.27	\$ 32.93	\$ 33.59	\$ 34.27
3	\$ 30.54	\$ 31.42	\$ 32.27	\$ 33.15	\$ 33.81	\$ 34.49	\$ 35.19
4	\$ 31.42	\$ 32.27	\$ 33.15	\$ 34.02	\$ 34.73	\$ 35.60	\$ 36.11
5-9	\$ 32.27	\$ 33.15	\$ 34.02	\$ 34.89	\$ 35.58	\$ 36.30	\$ 37.02

**Effective July 1, 2020 2021:**

Longevity Eligibility Criteria Longevity Pay Active Teacher

- a. 10-14 years with seniority date between ~~7-1-08~~ ~~7/1/2007~~ and ~~6-30-13~~ ~~6/30/2012~~ and at or below the BA+40 salary lane top step plus \$2.25 per hour.
- b. 15-19 years with seniority date between ~~7-1-03~~ ~~7/1/2002~~ and ~~6-30-08~~ ~~6/30/2007~~ and at or below the BA+40 salary lane top step plus \$3.25 per hour.
- c. 20+ Years with seniority date on or before ~~7-1-02~~ ~~6/30/2002~~ and at or below the BA+40 salary lane top step plus \$4.25 per hour.
- d. 10-14 years with seniority date between ~~7-1-08~~ ~~7/1/2007~~ and ~~6-30-13~~ ~~6/30/2012~~ and at or above the MA/BA+60 salary lane top step plus \$4.25 per hour

- e. 15-19 years with seniority date between ~~7-1-03~~ 7/1/2002 and ~~6-30-08~~ 6/30/2007 and at or above the MA/BA+60 salary lane top step plus \$6.25 per hour.
- f. 20+ years with seniority date on or before ~~7-1-02~~ 6/30/2002 and at or above the MA/BA+60 salary lane top step plus \$8.25 per hour.

**Effective July 1, 2022:**

**Longevity Eligibility Criteria Longevity Pay Active Teacher**

- a. 10-14 years with seniority date between 7/1/2008 and 6/30/2013 and at or below the BA+40 salary lane top step plus \$2.25 per hour.
- b. 15-19 years with seniority date between 7/1/2003 and 6/30/2008 and at or below the BA+40 salary lane top step plus \$3.25 per hour.
- c. 20+ Years with seniority date on or before 6/30/2003 and at or below the BA+40 salary lane top step plus \$4.25 per hour.
- d. 10-14 years with seniority date between 7/1/2008 and 6/30/2013 and at or above the MA/BA+60 salary lane top step plus \$4.25 per hour.
- e. 15-19 years with seniority date between 7/1/2003 and 6/30/2008 and at or above the MA/BA+60 salary lane top step plus \$6.25 per hour.
- f. 20+ years with seniority date on or before 6/30/2003 and at or above the MA/BA+60 salary lane top step plus \$8.25 per hour.

**APPENDIX B**

**Title I, School Nurse, Occupational Therapist**

Section 1. Title I Teachers:

- Subd. 1. Title I teachers will be placed on the salary schedule based on their training and experience.
- Subd. 2. All contract benefits shall be applicable to Title I teachers.

Section 2. Licensed School Nurses:

- Subd. 1. All licensed school nurses shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed school nurses.
- Subd. 2. For the purposes of initial placement on the salary schedules, the following procedure shall govern:
  - a. Placement on the appropriate lanes shall be commensurate with each nurse's degree level; i.e., R.N. or B.A in nursing.
  - b. Previous public school nursing experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for incoming experience section of this Agreement. Previous nursing experience in District 191 shall be allowed as per Article V, Section 6.
- Subd. 3. A separate seniority list shall be compiled for school nurses.

Section 3. Licensed Occupational Therapists:

- Subd. 1. Beginning in the school year 1989-90, all licensed occupational therapists shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed occupational therapists.

- Subd. 2. For initial placement on the salary schedules, the following procedure shall govern:
  - a. Placement on the appropriate lanes shall be commensurate with each occupational therapist's degree level; i.e., B.A. or M.A. in occupational therapy.
  - b. Previous public school occupational therapist experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for experience section of this Agreement. Previous occupational therapist experience in District 191 shall be allowed as per Article V, Section 6.
  
- Subd. 3. Probationary Period: Occupational therapists shall serve a three-year probationary period. During that time, Occupational therapists may be released as the Board sees fit. Following completion of the probationary period, occupational therapists will have continuing contract status as described below.
  
- Subd. 4. A separate seniority list shall be compiled for occupational therapists. In the event the district reduces occupational therapists, reductions shall occur based on seniority with the least senior being laid off first. Occupational therapists laid off due to reduction in force will retain recall rights for two years; with the most senior occupational therapist the first to be recalled.
  
- Subd. 5. An individual contract will be used for occupational therapists. See Appendix D2.
  
- Subd. 6. Prior approval for requests to convert continuing education units to lane change credits may be made to the Assistant Superintendent for Instruction and the Staff Development Coordinator, who will recommend number of course credits, comparable to District staff development time commitments, to the Executive Director of Human Resources. Article V, Section 6 shall then apply.

Section 4 Psychologist Interns

- Subd. 1. Beginning with the 2001-2002 school year, the District can employ licensed, psychologist interns. A psychologist intern is an individual that is working as an intern under the direct supervision of a licensed psychologist. The intern must be enrolled in an approved preparation program leading to Board of Teaching licensure. The intern can be employed as an intern for no more than the equivalent of one school year.
  
- ~~Subd. 2. A full-time, full-year psychologist intern will earn ½ of the annual salary based on Lane 1, Step 1 of the teachers' salary schedule~~
  
- ~~Subd. 3. A psychologist intern will be provided with single health insurance and single dental insurance. They will accrue one sick day per month for income protection. No other benefits will accrue.~~
  
- Subd. 2. In the event a psychologist intern is hired the year following completion of their internship as a licensed psychologist, the year of internship will be counted towards satisfying the probationary period.

**APPENDIX C-1**  
**BEA Salary Schedule**  
**2019-2020 2021-2022**

<b>STEP</b>	<b>BA</b>	<b>BA20</b>	<b>BA40</b>	<b>BA60 /</b>	<b>MA20</b>	<b>MA40</b>	<b>MA60</b>
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				MA			
1	41,750	43,480	45,000	47,170	49,340	51,380	53,910
2	41,770	43,510	45,030	47,200	49,390	51,410	53,940
3	41,810	43,540	45,060	47,250	49,430	51,460	53,980
4	42,390	43,860	45,790	49,430	53,240	54,110	56,770
5	43,440	45,280	47,410	51,260	55,710	56,750	59,210
6	46,030	47,910	50,260	54,170	56,800	59,460	62,590
7	49,910	50,050	52,150	56,380	59,030	61,440	65,050
8		54,050	54,570	58,860	61,260	64,390	67,530
9			59,450	61,750	64,870	68,240	71,610
10				65,310	68,450	71,810	75,430
11				69,890	73,410	76,940	80,910
12				75,920	79,570	83,380	87,440
A*	52,750	57,850	63,850	80,270	84,430	88,790	94,000
B**	56,730	61,200	67,890	83,700	88,370	93,310	100,060

\* A teacher shall be eligible for the first career step A after completing fourteen (14) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

\*\* A teacher shall be eligible for a second career step B after completing nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

Definitions:

**Years of experience:** The total number of calendar years of licensed teaching experience in and outside of this District. This number is used by the Minnesota Department of Education.

**Years in the District:** The total number of years of employment in the District, in a licensed position or not.

**Seniority:** The first date of contract employment as defined by a bargaining group.

**Career step:** An advancement based on amount of *satisfactory* experience (e.g., a K-12 teacher must work a .75 FTE contract or more to advance a career step on the salary schedule and an ABE/ECFE teacher must work at least 736 hours to advance a career step). See Article V, Section 8.

**Pay step:** An identification label for the vertical column of a salary schedule.

**Longevity:** A term not used in the BEA agreement. For non-exempt employees, it typically identifies a remuneration to be paid for calendar years of employment in the District.

**Lanes:** A descriptive label for the horizontal heading. Lanes describe the educational level for each column in quarter credits.

Credit Conversion Chart

Semester	Quarter
1	1.5
2	3.0
3	4.5
4	6.0

**Step Movement:** Teachers move down a pay step as they complete each year of satisfactory service in the District. However, teachers who are in a lane with a limited number of steps, remain at that step if they have reached the maximum pay step for that lane. For instance, a teacher with a BA degree who has successfully completed 10 years of service would continue in the BA lane, Step 7. Upon completing 20-quarter credits, the

teacher would move to BA+20 lane, step 7.

**APPENDIX C-2**  
**BEA Salary Schedule**  
~~2020-2021~~ **2022-2023**

STEP	BA	BA20	BA40	BA60 / MA	MA20	MA40	MA60
1	42,570	44,330	45,880	48,090	50,310	52,390	54,970
2	42,590	44,360	45,910	48,130	50,360	52,420	55,000
3	42,630	44,390	45,940	48,180	50,400	52,470	55,040
4	43,220	44,720	46,690	50,400	54,280	55,170	57,880
5	44,290	46,170	48,340	52,260	56,800	57,860	60,370
6	46,930	48,850	51,250	55,230	57,910	60,620	63,820
7	50,890	51,030	53,170	57,480	60,190	62,640	66,320
8		55,110	55,640	60,010	62,460	65,650	68,850
9			60,610	62,960	66,140	69,580	73,010
10				66,590	69,790	73,220	76,910
11				71,260	74,850	78,450	82,490
12				77,410	81,130	85,010	89,150
A*	53,780	58,980	65,100	81,840	86,080	90,530	95,840
B**	57,840	62,400	69,220	85,340	90,100	95,130	102,020

\*A teacher shall be eligible for the first career step A after completing fourteen (14) satisfactory years of service in District 191 (See Article V, Sections 9 and 10)

\*\*A teacher shall be eligible for a second career step B after completing nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

**APPENDIX C-3**  
**Co-Curricular Stipend Schedule**

**Effective July 1, 2016**

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Basketball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Weight room	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Athletic Coordinator	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Wrestling	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Football	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Baseball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Softball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Danceline, Comp	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Hockey	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Track	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Soccer	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Volleyball	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Golf	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Adapted Athletic Coordinator	\$ 5,800.00			
Swimming	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Slalom Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
XC Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Tennis	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
DECA	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Lacrosse	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Student Council	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Equipment Manager	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Vocal Freestyle	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Danceline, Perf.	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Quiz Bowl Advisor	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Vocal, Cocurricular Total	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Cocurricular, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Diversity Coordinator	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Cheer, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Drumline (Winter)	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Drum Line Competition Drill/Choreographer/Composer	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
XC Run	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Badminton	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Musical Director	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Math League	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Studio Producer	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Chess	\$ 3,800.00	\$ 2,700.00		
Class Advisor	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Band, Marching	\$ 3,800.00	\$ 2,700.00		
Debate	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Speech	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
FEA	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Cheer, Comp	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
YIG	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Quiz Bowl	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Challenge Fair	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Paper, Editorial	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Band, Pep	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Mock Trial	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Band, Drumline (Fall) <i>Corrected 6.21.16</i>	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Marching Band Visual Drill/Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Drum Line Drill Composer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Computer Club	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play One Act Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
PROUD Advisor	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play, Full Length Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Vocal	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical, Instrumental	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Producer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Set Design	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
NHS (Includes Awards Coordination)	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Flag Line	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Yearbook	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Step Team	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Safety Patrols (Elem)	\$ 2,800.00			
Admin Assistant (Elem)	\$ 2,800.00			
Chorus (Elem)	\$ 1,500.00			
Improv	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Student Council (Elem)	\$ 1,500.00			
Literary Magazine	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Science Fair (Elem)	\$ 1,500.00			
Peer Support/ Helpers	\$ 1,500.00			
Physics Club	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Computer Club (Elem)	\$ 1,500.00			

**APPENDIX C-4  
EXTRA COMPENSATION**

**Rate A:** INSTRUCTION: Used when authorized by administration to create "products" which require training or experience in a specific area; e.g., writing curriculum.

Hourly rate, effective July 1, 2014 \$27.50

**Rate B:** WORKSHOP: Used when authorized by administration to represent the District; discussion rather than product oriented; e.g., workshop attendance.

Hourly rate, effective July 1, 2014 \$21.00

**Rate C:** SUPERVISION: Used when supervising students with delegated administrative responsibility, or when serving as an official.

Hourly rate, effective July 1, 2014 \$21.00

**Rate D:** HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective July 1, 2014 \$25.00

**Rate E:** AREA LEARNING CENTER: Used when voluntarily teaching classes/activities categorically funded as Area Learning Center opportunities, effective July 1, 1998.

Hourly rate, effective July 1, 2014 \$31.25

**APPENDIX D-1**  
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
TEACHER CONTRACT  
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191 of the State of Minnesota enters into this agreement with \_\_\_\_\_, a legally qualified and certificated teacher who agrees to teach in District 191 for the school year 201\_\_-201\_\_. In consideration, thereof, the School Board agrees to pay said teacher \$ \_\_\_\_\_ (salary schedule step \_\_\_\_ and lane \_\_\_\_) for basic services.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said teacher shall faithfully perform the teaching and other professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to teach in the school of said District as assigned in such grades or subjects for which that teacher has the necessary certification.
2. Duration: This contract is subject to the provisions of M.S. § 122A.40 as amended and to all laws of the State of Minnesota relevant to qualification, certification, employment, termination, and discharge for cause of teachers. Teachers who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee.
3. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
4. Subject to Master Agreement: This contract shall be subject to and consistent with this Master Agreement between the School District and the Exclusive Representative and the provisions of P.E.L.R.A. Laws of Minnesota, as amended.
5. Error: It is mutually agreed that if improper placement is made, for any reason, in accordance with the Master Agreement, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

**APPENDIX D-2**  
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
OCCUPATIONAL THERAPIST CONTRACT  
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191, Burnsville, Minnesota enters into this agreement with

\_\_\_\_\_, a legally qualified and licensed occupational therapist for the 201\_\_-201\_\_ school year. In consideration thereof, the School Board agrees to pay said occupational therapist \$ \_\_\_\_\_ (salary schedule step \_\_\_\_ and lane \_\_\_\_ ) for basic services.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said occupational therapist shall faithfully perform all professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to provide services in the schools of said District as assigned.
2. Conditions of Employment: This contract is governed by the policies and regulations of the School District and all laws of the State of Minnesota relevant to qualification, licensure, and employment. This contract shall be subject to and consistent with the master Agreement between the School District and the Exclusive Representative and the provisions of the Minnesota Public Employment Labor Relations Act as amended.
3. Duration: This is a continuing contract that applies to school year employment.
4. Termination: Occupational therapists who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee. This contract may be terminated during its term for cause.
5. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the occupational therapist agrees to work on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
6. Error: It is mutually agreed that if improper determination of salary is made, for any reason, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Occupational Therapist

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

**Appendix D-3**  
**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

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

From: Stacey Sovine  
Executive Director of Human Resources

Date: August 1\_\_, 20\_\_

RE: **Approving Board programming and staffing retention priorities for the 20\_\_-20\_\_ school year.**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVES FOR THE 20\_\_ - 20\_\_ SCHOOL YEAR, THE PROPOSED PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS AND THEIR QUALIFYING CRITERIA IN THE FOLLOWING AREAS:**

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**BE IT FURTHER RESOLVED THAT: STAFFING RETENTION PROTECTION ALIGNS WITH THE DISTRICT 191 STRATEGIC PLAN AND ARE FOR TRAITS SUCH AS UNIQUE SPECIALIZED TRAINING, EXTERNAL CERTIFICATIONS OR LICENSES, LANGUAGE PROFICIENCY, AND RECRUITMENT AND RETENTION OF TEACHERS AND ADMINISTRATORS WITH DIVERSE RACIAL AND ETHNIC BACKGROUNDS. THE STAFFING RETENTION PROTECTIONS DO NOT LIMIT THE BOARD’S ABILITY TO DETERMINE THE PROGRAMS, FUNCTIONS, OVERALL BUDGET, UTILIZATION OF TECHNOLOGY, ORGANIZATIONAL STRUCTURE, SELECTION OF PERSONNEL, ABILITY TO DISCIPLINE, AND THE DIRECTION AND NUMBER OF PERSONNEL.**

**MEMORANDUM OF UNDERSTANDING**

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2021 through June 30, 2023.

- 2. This MOU applies when school is not in session during the summer months to teachers required to attend workshops and professional development out of state.
- 3. The District agrees to pay \$150 per diem for full days as identified in **Regulation 412 Expense Reimbursement for Travel**. Partial days will be pro-rated by \$50 segments aligned to meal per diems. For example, if a travel day requires a per diem for lunch and dinner, then the teacher would receive \$100 per diem for salary reimbursement.
- 4. Required in-state professional development and workshops will be paid according to Appendix C-4 of the 2021-2023 Master Agreement. Additional expenses for mileage will be paid according to policy and IRS regulations.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2021 through June 30, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

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

\_\_\_\_\_  
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. Notwithstanding Appendix C-3 of the 2021-2023 contract, the following employees shall receive the identified stipend for the activity listed as long as they hold the position or until the amount listed under Appendix C-3 is greater.

Last Name	First Name	Location Description	Description	Paid
BAKKEN	ANN	NICOLLET	MUSICAL, DIRECTOR	2,623.00
BLAZQUEZ	JAVIER	BHS	SOCCER - ASST BOYS	4,328.00
BOCKLUND	TIMOTHY	BHS	ALPINE SKIING - HEAD	5,063.00
CARLSON	JAMES L	BHS	FOOTBALL - ASST	4,930.00
FRENCH	KEITH J	BHS	BAND, MARCHING (FALL)	4,006.80
MILLEA	ALLISON B	BHS	PAPER, EDITORIAL	3,892.00
MILLEA	ALLISON B	BHS	YEARBOOK	3,982.00
REYNOLDS	CHELSEA L	BHS	SWIMMING - ASST	4,708.00
SENTA	FRANK D	BHS	HOCKEY - ASST BOYS	5,202.00
STAUM	ANNE C	BHS	YEARBOOK - ASST	3,217.00
VAN DER WOUDE	MARK B	BHS	EQUIPMENT MANAGER	5,796.00
WEBBER	JEFFREY	BHS	TRACK - ASST BOYS	4,349.00

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

\_\_\_\_\_  
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. The Union and the School District agree the service provided by “Amplify” is an independent option for certain healthcare services separate from the District’s medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The “Amplify” service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on “Amplify” being able to provide their services to district employees. This service is unrelated to the District’s medical insurance plan.
3. The School District may end its relationship with “Amplify” at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District’s medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

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

\_\_\_\_\_  
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
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, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

\_\_\_\_\_  
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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. The District will provide de-escalation training to occur during normal work hours in person. This training will be completed by June 2021 and will consist of a minimum of 2 hours.

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

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

Union Representative Chair	Employer Representative
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Dated: _____	Dated: _____
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**MEMORANDUM OF UNDERSTANDING**

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. Both parties have identified the following individuals and mutually agreed as a part of negotiations that they will be entitled to completing 14 years of experience within the district on the following dates.
3. The identified individuals will be entitled to benefits under Articles V, VIII, and XII based on the listed dates.
4. The Parties reserve the right to adjust the list before December 31, 2021 with the joint approval of the BEA President and the Executive Director of Human Resources.
5. Between July 1, 2021 and the identified date, a year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. If the employee does not advance a step, the identified date shall be adjusted back accordingly.
6. The MOU is not subject to grievance language.
7. Employees are only entitled to new benefits or pay effective July 1, 2021. There is no back pay for any disputed experience.

<b>Employee</b>	<b>Date completing 14 years of service</b>
Ashley Gravink	June 30, 2029
R. Jeff Pope	June 30, 2031
Jennifer Kennedy	June 30, 2027
Kellie Allman	June 30, 2026
Anne Staum	June 30, 2024
Bryneny Neal	June 30, 2023
Maryl's Day	June 30, 2022
Jessica Rau	June 30, 2021

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

\_\_\_\_\_  
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. The Union and the School Board desire to identify and implement new strategies to recruit and retain staff of color.
3. Both parties understand that internal and external factors impact what can be done to reach this goal.
4. Both parties are committed to exploring options, which we have control over, through developing a joint committee of BEA members, identified by the Union president, and District representatives identified by the Superintendent.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

\_\_\_\_\_  
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. The District has been approved by MDE to have an online school, the Virtual Academy.
3. Both parties understand that students may choose to participate in on-line learning because of their experience this year or over continuing COVID concerns. This makes it difficult to anticipate the final enrollment numbers until it is implemented.
4. The District understands the additional pressure of trying to teach students both in person and on-line simultaneously. It will make every effort to avoid scheduling classes that are simultaneous to the extent possible.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Education Association  
Burnsville, MN 55337

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

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

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

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

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

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

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AGENDA ITEM: III.C.

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

From: Stacey Sovine  
Executive Director of Human Resources

Date: July 19, 2021

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 2021-2023 MASTER AGREEMENT WITH THE ASSOCIATION OF CLERICAL EMPLOYEES**

District and Union Negotiators representing 49 employees reached a tentative agreement on June 22, 2021. The parties met for two bargaining sessions. During the collective bargaining process, 16 language items were on the table for discussion. The union ratified the agreement on July 16, 2021.

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

- Removing dated language.
- Clarifying and defining holiday language and leave language.
- Steps both years.

**Economic terms agreed to include:**

Total

- Increased 403(b) contribution to \$1,500 beginning July 1, 2021.
- 2 year estimated increase in cost of \$172,000, which includes improvement on the salary schedule, steps, insurance premium increases and the 403(b) match increase.
- MSBA 2 year package increase is 3.93%

**MASTER AGREEMENT**

**July 1, ~~2019~~ 2021 – June 30, ~~2021~~ 2023**

**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, 2019 2021 to June 30, 2024 2023. 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, 2024 2023. In the event that a new Agreement has not been mutually adopted by July 1, 2024 2023, salaries in effect on June 30, 2024 2023, will continue until the conditions of a new Agreement determine salaries for the 2024-2025 2025-2026 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.

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- ASSISTANT	\$ 16.05	\$ 19.30	\$ 22.70
LVL II	LVL II -- CLERK	\$ 17.10	\$ 20.35	\$ 23.70
LVL III	LVL III - SECRETARY	\$ 18.10	\$ 21.45	\$ 24.70
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 19.10	\$ 22.45	\$ 25.75

2020-2021 2022-2023 Schedule

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- ASSISTANT	\$ 16.40	\$ 19.70	\$ 23.15
LVL II	LVL II -- CLERK	\$ 17.45	\$ 20.75	\$ 24.20
LVL III	LVL III - SECRETARY	\$ 18.45	\$ 21.90	\$ 25.20
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 19.50	\$ 22.90	\$ 26.25

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. The additional amounts reflect the total longevity contribution for each time period and do not compound previous longevity amounts.

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

Amounts reflect total contribution above the base salary for the time period. Amounts do not compound.		
Longevity 10-14 Years	Longevity 15-19 Years	Longevity 20+ Years
\$1.75	\$2.25	\$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. 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. 69

Section 5. Upon request, 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 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. 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.

Section 4. Floating Holidays: The floating holiday will be scheduled with the approval of the employee's immediate supervisor. If the Floating Holiday is not used during the fiscal year it is accrued, it will be forfeited.

Section 5. When a paid holiday falls on a Saturday, the holiday will be observed on the Friday before. When a paid holiday falls on a Sunday, the holiday will be observed on the Monday after.

Section 6. Effective July 1, 2021, employees will be eligible for Holiday pay while out on leave, using previously accrued leave. Once the employee has exhausted their available leave, they will no longer be eligible for Holiday pay.

## 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. 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 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. For full-time employees, sick leave shall accrue on the first workday of each school year according to Appendix II. Employees 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 sick 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 sick 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 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. **Time granted may be non-consecutive days.**

**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 ~~cancel classes~~ ~~closes facilities~~ 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 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 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 2-1. 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.)

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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~~ 2021, the district will match up to ~~\$1,300~~ \$1,500 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 ~~five~~ thousand dollars (~~\$30,000~~ \$35,000) 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.

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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, **2019 2021**, and shall continue in effect until June 30, **2024 2023**. 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**

**2019-2021-2023**

**Board of Education  
Independent School District 191**

**And**

**Association of Clerical Employees**

FOR: Association of Clerical Employees

FOR: Independent School District 191

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Lead Negotiator

Board Chair

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Union Steward

Board Clerk

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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 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, 2021 through June 30, 2023.
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, 2023.

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



**Agenda VI..  
July 19, 2021**

**To:** Board of Education  
Dr. Theresa Battle, superintendent

**From:** Eric Miller, Chair

**Date:** July 19, 2021

**Re:** Discuss the Scoreboard Offer

## AGREEMENT

THIS AGREEMENT is entered into on this 6 day of August, 2015, by and between Burnsville High School Black and Gold Alumni Foundation (hereafter "Foundation") and Independent School District 191 (hereafter "District").

*DAP*

1. **Grants of Rights.** District, in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration received from Foundation, the receipt and sufficiency of which are hereby acknowledged, hereby gives and grants to Foundation the exclusive right to place within and operate a scoreboard at the property of Bob Pates Stadium, Dick Hanson Field at Burnsville High School. Pursuant to the terms of this Agreement, Foundation will be allowed to sell advertising on the scoreboard at a rate acceptable to Foundation and receive all proceeds derived from this granting.
2. **Rights.** Foundation retains the right to sell advertisements on the Scoreboard for the duration of the lifespan of the Scoreboard.
3. **Costs.**
  - a. Foundation shall pay the following charges to be incurred in connection with the Scoreboard:
    - 1.) All costs associated with the construction and installation of the Scoreboard; and
    - 2.) All costs, taxes, and expenses necessary to maintain the Scoreboard, including, but not limited to, all maintenance, repairs, and upgrade fees and expenses.
  - b. District shall pay the following charges to be incurred in connection with the displays:
    - 1.) Primary power supply and final hookup for Scoreboard;
    - 2.) All electrical bills incurred by the District as a result of the Scoreboard, including the providing of a primary power supply and phone lines as necessary.

RAP

4. **Warranties.**

- a. Both parties warrant and represent to each other that they have full power and authority to enter into this Agreement.
- b. Foundation warrants and represents that:
  - 1.) The installation of the Scoreboard shall be in full compliance with applicable building codes, environmental, zoning, and land use laws and other local, state and federal laws and regulations.
  - 2.) It will limit Scoreboard advertising to that described in Section 5 below.
  - 3.) It has or will acquire title free and clear of all title defects, liens, encumbrances, and security interests of any kind, nature, or description to the displays hereby donated, assigned, transferred, conveyed, delivered and installed.

5. **Content.** Foundation shall have the right to sell advertising on the Scoreboard based on the criteria set forth below. All advertisements will be approved by the Superintendent of District or his/her designee prior to being placed on the Scoreboard. The Superintendent's approval determination shall be made no later than ten (10) business days after he or she has received the proposed advertisement from Foundation. The following advertising is not acceptable:

- i. Individuals or groups promoting tobacco, alcohol or liquor;
- ii. Political parties, candidates, or movements;
- iii. Individuals or groups promoting gambling;
- iv. Religious organizations or messages;
- v. Advertising that is misleading, deceptive, disrespectful, fraudulent, or libelous;
- vi. Advertising that is obscene, contains vulgar language, or promotes illegal or sexual activity.

RAP

- vii. Advertising that is disruptive of the education of District's students.
6. **Access to Property.** District authorizes Foundation and its agents to enter upon the property on which the Scoreboard will be placed for the purpose of making measurements, surveys, and such other similar investigations.
7. **Indemnification.** Foundation shall defend, indemnify and hold harmless District from any and all claims, demands, actions, liabilities, losses, damages, judgments, awards, costs, disbursements and expenses (including reasonable attorney's fees) which arises out of, is in connection with, is based upon, or is in any manner related to (1) Foundation's performance of this Agreement or (2) Foundation's liability or other fault owed to persons or entities not party to this Agreement which is caused by Foundation performance of or failure to perform this Agreement.
8. **Insurance.** District agrees to maintain, during the duration of this Agreement, a commercial general liability insurance policy or policies that will cover any issues arising out of the Scoreboard.
9. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties, and no other Agreement prior to or contemporaneous with the Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment hereto shall not be effective unless it shall be set forth in writing and executed by both parties hereto, or their respective successors or assigns.
10. **Assignments.** The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the parties. This Agreement may not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld.
11. **Relocation.** District reserves the option during the term of this Agreement to relocate the Scoreboard, at District's expense, to a location that is mutually agreeable to the parties. Consent to relocation will not be unreasonably withheld. In the event of a change in location, Foundation would retain the same rights to signage at the new location as Scoreboard has under this Agreement at the current location.
12. **Independent Contractor.** Foundation agrees that its services are provided as an independent contractor and that individuals who work with District shall not be deemed employees of District for any reason. Further, neither party shall have authority to bind the other party or to assume or create any

RAP

obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name. This Agreement is not intended to be a distributorship or franchisee agreement, and does not render Foundation a distributor or dealer on behalf of District for any purpose whatsoever.

13. **Minnesota Law Governs.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota.

14. **Records, Accounts, and Reports.** Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. All of the data created, collected, received, stored, used, maintained, or disseminated by the parties in performing functions under the Agreement is subject to the requirements of the Minnesota Government Data Practices Act and all parties must comply with those requirements. If any provision in this Agreement is in conflict with the Minnesota Government Data Practices Act, the Act will control.

15. **Severability.** The provisions of this Agreement shall be severable, and if any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall remain in full force and effect.

**Independent School District 191**

By: [Signature]

Its: Director

**Black and Gold Alumni Foundation**

By: [Signature]

Its: Director

## COMMUNITY SPONSORSHIP AGREEMENT

This Community Sponsorship Agreement (this "Agreement") dated the 3<sup>RD</sup> of August, 2015, is made and entered into by and between BHS Black and Gold Alumni Foundation, a Minnesota non-profit corporation (hereinafter "Foundation") and Dodge of Burnsville, Inc., a Minnesota for-profit corporation or \_\_\_\_\_ (hereinafter "Sponsor").

### RECITALS

1. WHEREAS, Foundation is a tax exempt 501(c)(3) nonprofit organization with a purpose to promote and support all Burnsville High School co-curricular activities and alumni functions, including:
  - a. The promotion and encouragement of good sportsmanship, creativity, and achievement in all such activities;
  - b. The promotion of creation, development, and improvement of facilities for all such activities;
  - c. The encouragement of competition and performance in all such activities;
  - d. The support and continuation of such activities;
  - e. The collection, receipt, and solicitation of funds from private and other sources for use in carrying out the forgoing purpose; and
  - f. The acquisition, ownership, purchase, management, and/or disposition of property of every kind to carry out the foregoing purposes.
  
2. WHEREAS, Foundation, with the assistance of a loan from Merchant Bank and a Ground Lease from Burnsville-Eagan-Savage School District #191, purchased a new, digital, multi-sport, video display board to add to the current scoreboard located at Bob Pates Stadium, Dick Hanson Field at Burnsville High School.
  
3. WHEREAS, Sponsor wishes to help Foundation defray the costs of the video display board. Foundation has agreed with the Merchant Bank that the funds received pursuant to this Agreement shall be specifically designated to repay the Loan and other costs associated with the Video Display Board and has designated that payments made by Sponsor(s) shall be mailed to the Foundation and deposited directly into Merchant Bank which will be restricted solely to repayment of the Loan and costs associated with the Video Display Board.
  
4. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Foundation and Sponsor agree as follows:

## AGREEMENT

### 1. Fundraising Campaign:

- a. Foundation intends to use its own volunteers to plan, market, and execute a fundraising campaign to defray the costs related to Foundation's purchase of a video display board. As such, said fundraising campaign does not require additional registration with the Minnesota Attorney General's Office pursuant to Minn. Stat. Chapter 309.
- b. Sponsors may participate in Foundation's fundraising campaign as follows:
  - i. As a charitable contribution to Foundation, at the denomination of Sponsor's choice, with no goods or services provided in exchange for the donation; or
  - ii. As a marketing purchase by Sponsor, at one (1) of three (3) levels as set by Foundation, in the form of a business expense with advertising rights being granted to Sponsor from Foundation.

### 2. Sponsor: In order that Foundation may be able to conduct the fundraising campaign, Sponsor shall:

- a. Pay timely, regardless of whether Sponsor has agreed to make a charitable donation or marketing purchase;
- b. Agree to have its name, information, and intellectual property listed on Foundation's website.
- c. In order to facilitate and assist Foundation in the performance of its obligations, provide Foundation with, or access to, all pertinent material and data as necessary:
  - i. Logo;
  - ii. Advertising content;
  - iii. Other related material and data as requested.
- d. As its sole cost and expense, comply with all laws applicable to for-profit corporations, charitable deductions, legitimate business expenses, and other tax ramifications related to Sponsor's participation in the fundraising campaign.
- e. Regularly communicate with Foundation and inform Foundation immediately of any delays or problems encountered in fulfilling its obligations hereunder.

### 3. Foundation: Foundation, in its endeavor to conduct a fundraising campaign, shall:

- a. Promote and support all of Burnsville High School's co-curricular activities;
- b. Provide the advertising opportunities offered, as selected by Sponsor;

- c. Obtain Sponsor's approval for all promotional materials and any material bearing Sponsor's name and/or logo. Approval, disapproval, or amendments shall be in writing and shall be provided upon five (5) business days upon receipt of request. If approval, disapproval, or amendments are not received by Foundation within five (5) business days, approval will be deemed granted;
- d. Procure all necessary licenses and registrations, if required by law, and, at its sole cost and expense, comply with all laws applicable to the nonprofit corporations, including, without limitation, Minnesota Charitable Solicitation, Nonprofit Corporation, Charitable Gaming, and Consumer Protection Laws.
- e. Regularly communicate with Sponsor and inform Sponsor immediately of any delays or problems encountered in fulfilling its obligations hereunder.

4. Compensation/Payment:

- a. If Sponsor chooses to make a charitable contribution to Foundation, Sponsor may choose a denomination of Sponsor's choice. No goods or services will be provided in exchange for the donation.
- b. Sponsor shall owe Foundation the total annual amount due and owing upon execution of this Agreement. Upon signature of agreement, first annual payment is due with the contract. After first year, annual payments will be due 30 days prior to renewal date. Annual renewal dates will be August 1<sup>st</sup> starting in 2015 (the construction completed month). Payments shall be made to the order of **BHS Black and Gold Alumni Foundation /Merchant Bank** unless directed different in writing after the video board loan is repaid. In any case, payment is due upon receipt of an invoice from Foundation.
- c. Mail payments to **BHS Black and Gold Alumni Foundation, 11974 Portland Avenue, Burnsville, 55337**
- d. Invoices/Statements to Sponsors should be mailed/emailed to:

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Contact Mark Saba

Email msaba@dodgeofburnsville.com

e. If Sponsor chooses to make a marketing purchase at one (1) of three (3) levels as set by Foundation, Sponsor shall pay as follows:

- i. Anchor Partner Sponsorship - \$10,000 a year for a minimum of five (5) years.
- ii. Founding Partner Sponsorship - \$6,000 a year for a minimum of five (5) years.
- iii. Premier Partner Sponsorship - \$1,500 a year for a minimum of five (5) years.

Foundation shall grant advertising rights to Sponsor in exchange for Sponsor's marketing purchase.

5. **Term:**

- a. The initial term of the Agreement shall commence at \_\_\_\_\_ on \_\_\_\_\_ 2015
- b. Annual renewal date shall be August 1<sup>st</sup> (construction completion month) and terminate on \_\_\_\_August 1st, 2020, unless extended or renegotiated as provided in this Agreement.
- c. Extension: Provided that Sponsor is not in default under this Agreement beyond any applicable cure period, Sponsor shall have the right to extend this Agreement as follows:
  - i. Anchor Partner Sponsorship - \$10,000 a year for an additional minimum of three (3) years.
  - ii. Founding Partner Sponsorship - \$6,000 a year for an additional minimum of three (3) years.
  - iii. Premier Partner Sponsorship - \$1,500 a year for an additional minimum of three (3) years.

Sponsor shall provide notice of such extension to the Foundation in writing at least one calendar year prior to the expiration of the initial term of the Agreement.

- d. Renewal: Sponsor shall have the right of first refusal to negotiate a new sponsorship agreement following the expiration of the extended Agreement.
- e. Termination: Foundation may terminate the Agreement upon notice to Sponsor at any time if, in Foundation's sole discretion, Foundation determines that the campaign may create a liability for Foundation or may damage Foundation's reputation or good name.

6. **Default:**

- a. Sponsor shall be in default if:
  - i. Sponsor fails to pay when due any amount owing under this Agreement, and such failure persists for a period of thirty (30) days after Sponsor receives written notice of default from Foundation.
  - ii. Sponsor fails to perform any of its other duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives a written notice of the default from Foundation, and such nonperformance remains uncured after such thirty (30) day period.

- b. Foundation shall be in default if Foundation fails to perform any of its duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Foundation receives a written notice of the default from Sponsor, and such nonperformance remains uncured after such thirty (30) day period.
7. **Representations and Warranties:**
- a. Foundation warrants and presents the following:
- i. It is a duly organized nonprofit organization with 501(c)(3) tax exempt status and is in good standing with the Minnesota Secretary of State.
  - ii. All information given to Foundation about Sponsor is complete, accurate and true to the best of its knowledge.
  - iii. Foundation shall not be liable to any third parties for the acts or omissions of Sponsor in the performance of this Agreement or activities related to this Agreement. Sponsor agrees to indemnify and hold Foundation harmless from and against all loss, liability, damage, penalty or expense of any kind that Foundation may incur, pay, or have asserted against it, including reasonable attorney's fees and costs, by reason of Sponsor's breach of its obligations under this Agreement or related to this Agreement, and from any negligence or willful act of Sponsor.
- b. Sponsor warrants and represents the following:
- i. It is a duly organized for-profit entity under laws of the State of Minnesota. It is in good standing with the Minnesota Secretary of State.
  - ii. It shall perform all of its obligations under this Agreement in the highest professional manner, in a good and workmanlike manner according to the usual and customary standards of the profession, and on a timely basis.
  - iv. Sponsor shall not be liable to any third parties for the acts of omissions of Foundation in the performance of this Agreement. Foundation agrees to indemnify and hold Sponsor harmless from and against all loss, liability, damage, penalty, or expense of any kind that Sponsor may incur, pay or have asserted against it, including reasonable attorneys' fees and costs, by reason of the services rendered by the Foundation under this Agreement, any breach by Foundation of its obligations under this Agreement, and from any negligence or willful act of Foundation.

8. **Non-disclosure of Confidential Matter:**
- a. Sponsor shall not at any time, except as authorized in writing by Foundation, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of the Foundation, or any other matter concerning Foundation's operations. Sponsor shall safeguard and protect from the review, analysis, or copying by unauthorized persons all documents, information, agreements, and proprietary and otherwise confidential materials provided to Sponsor by Foundation under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
  - b. Foundation shall not at any time, except as authorized in writing by Sponsor, publish, disclose, or authorize anyone to publish or disclose anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Sponsor, or any other matter concerning Sponsor's operations. Foundation shall safeguard and protect from the review, analysis, or copying by unauthorized persons all promotional materials, identity of potential sponsors, confidential program information, and all other information provided to Foundation by Sponsor under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
9. **Non-Discrimination:** It is mutually agreed by Foundation and Sponsor that there shall be no discrimination based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.
10. **Disclaimer of Advisory Role:** It is expressly understood that Foundation is not serving as a tax or other legal advisor for Sponsor. Sponsor hereby agrees and acknowledges that Foundation is not such an advisor, and that if it deems such advisors necessary, Sponsor will obtain its own independent advisors and/or counsel. Furthermore, Foundation makes no provision for tax advice of any kind that may be reduced or avoided by Sponsor as a result of this Agreement. Therefore, Sponsor acknowledges that it bears the sole and exclusive responsibility for discussing same with a CPA or tax attorney.
11. **Non-exclusivity:** It is expressly understood that Foundation is free to engage in other Community Sponsorship Agreements (or similar contracts) during the term of this Agreement, provided, however, that during the term of the Agreement, Foundation shall not engage in activities that interfere with its ability to perform any obligations or responsibilities to Sponsor under this Agreement.
12. **Notice:** Any notice, request, consent, or other material communication to any party hereto must be in writing and shall be deemed effective when delivered in person or sent by facsimile, if promptly confirmed in writing, or if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
13. **Assignment:** This Agreement shall inure to the benefit of the successors and assigns of the Foundation. However, the rights and obligations of Sponsor under this Agreement are personal to Sponsor and are not assignable by it to any other person.

14. **Entire Agreement:** This Agreement contains the entire agreement between Foundation and Sponsor, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Foundation and Sponsor. An approved Activity Plan shall be regarded as an Addendum to this Agreement.

No other supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Foundation and Sponsor.

15. **Advice of Counsel:** Each party hereto, by its due execution of this Agreement, represents that it has reviewed and understands each term of this Agreement, and has entered into same knowingly, voluntarily, and with the opportunity to gain the advice of independent legal counsel. Accordingly, no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel.
16. **Execution of Agreement:** This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
17. **Waiver of Breach:** The waiver of any party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
18. **Severability:** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
19. **Attorney's Fees and Costs:** In the event a lawsuit, arbitration or mediation may be initiated by either party. The party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorney's fees as set by the court or arbitrator.
20. **Governing Law, Forum Selection and Consent to Personal Jurisdiction:** This Agreement shall be deemed to have been executed and delivered within the State of Minnesota, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Foundation and Sponsor hereby agree that any litigation action initiated to enforce any provision of the Agreement shall be brought only in a state or federal court located in Dakota County, Minnesota, and hereby consent to the jurisdiction of such courts.

21. **Indemnification:**

"Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), its affiliates, and their respective directors, officers, employees, agents, customers, successors and assigns, from and against any and all claims, whether valid or invalid, damages, liabilities, costs and expenses whatsoever (including attorney's fees) which the Indemnified Party shall incur, directly or indirectly, arising from or in connection with any matter contemplated herein, including without limitation: (a) the Indemnifying Party's breach, misrepresentation, or nonperformance under this Agreement; (b) any claim or action for or relating to personal loss, injury, death, property damage or otherwise suffered by participants, spectators or others at the Event (or their relatives as a result of the Event); or (c) any payment owed by the Indemnifying Party to persons involved with the Event. The obligations set forth in this paragraph shall survive termination of this Agreement."



Signed, BHS Black & Gold Alumni Foundation

Richard Pomije

Printed Name

8-4-15

Date



Signed, Sponsor

Mark D Saba

Printed Name

8/3/15

Date

## COMMUNITY SPONSORSHIP AGREEMENT

This Community Sponsorship Agreement (this "Agreement") dated the 28 of July, 2015, is made and entered into by and between BHS Black and Gold Alumni Foundation, a Minnesota non-profit corporation (hereinafter "Foundation") and \_\_\_\_\_, a Minnesota for-profit corporation or Fairview Ridges Hospital (hereinafter "Sponsor").

### RECITALS

1. WHEREAS, Foundation is a tax exempt 501(c)(3) nonprofit organization with a purpose to promote and support all Burnsville High School co-curricular activities and alumni functions, including:
  - a. The promotion and encouragement of good sportsmanship, creativity, and achievement in all such activities;
  - b. The promotion of creation, development, and improvement of facilities for all such activities;
  - c. The encouragement of competition and performance in all such activities;
  - d. The support and continuation of such activities;
  - e. The collection, receipt, and solicitation of funds from private and other sources for use in carrying out the forgoing purpose; and
  - f. The acquisition, ownership, purchase, management, and/or disposition of property of every kind to carry out the foregoing purposes.
  
2. WHEREAS, Foundation, with the assistance of a loan from Merchant Bank and a Ground Lease from Burnsville-Eagan-Savage School District #191, purchased a new, digital, multi-sport, video display board to add to the current scoreboard located at Bob Pates Stadium, Dick Hanson Field at Burnsville High School.
  
3. WHEREAS, Sponsor wishes to help Foundation defray the costs of the video display board. Foundation has agreed with the Merchant Bank that the funds received pursuant to this Agreement shall be specifically designated to repay the Loan and other costs associated with the Video Display Board and has designated that payments made by Sponsor(s) shall be mailed to the Foundation and deposited directly into Merchant Bank which will be restricted solely to repayment of the Loan and costs associated with the Video Display Board.
  
4. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Foundation and Sponsor agree as follows:

## AGREEMENT

### 1. Fundraising Campaign:

- a. Foundation intends to use its own volunteers to plan, market, and execute a fundraising campaign to defray the costs related to Foundation's purchase of a video display board. As such, said fundraising campaign does not require additional registration with the Minnesota Attorney General's Office pursuant to Minn. Stat. Chapter 309.
- b. Sponsors may participate in Foundation's fundraising campaign as follows:
  - i. As a charitable contribution to Foundation, at the denomination of Sponsor's choice, with no goods or services provided in exchange for the donation; or
  - ii. As a marketing purchase by Sponsor, at one (1) of three (3) levels as set by Foundation, in the form of a business expense with advertising rights being granted to Sponsor from Foundation.

### 2. Sponsor: In order that Foundation may be able to conduct the fundraising campaign, Sponsor shall:

- a. Pay timely, regardless of whether Sponsor has agreed to make a charitable donation or marketing purchase;
- b. Agree to have its name, information, and intellectual property listed on Foundation's website.
- c. In order to facilitate and assist Foundation in the performance of its obligations, provide Foundation with, or access to, all pertinent material and data as necessary:
  - i. Logo;
  - ii. Advertising content;
  - iii. Other related material and data as requested.
- d. As its sole cost and expense, comply with all laws applicable to for-profit corporations, charitable deductions, legitimate business expenses, and other tax ramifications related to Sponsor's participation in the fundraising campaign.
- e. Regularly communicate with Foundation and inform Foundation immediately of any delays or problems encountered in fulfilling its obligations hereunder.

### 3. Foundation: Foundation, in its endeavor to conduct a fundraising campaign, shall:

- a. Promote and support all of Burnsville High School's co-curricular activities;
- b. Provide the advertising opportunities offered, as selected by Sponsor;

- c. Obtain Sponsor's approval for all promotional materials and any material bearing Sponsor's name and/or logo. Approval, disapproval, or amendments shall be in writing and shall be provided upon five (5) business days upon receipt of request. If approval, disapproval, or amendments are not received by Foundation within five (5) business days, approval will be deemed granted;
- d. Procure all necessary licenses and registrations, if required by law, and, at its sole cost and expense, comply with all laws applicable to the nonprofit corporations, including, without limitation, Minnesota Charitable Solicitation, Nonprofit Corporation, Charitable Gaming, and Consumer Protection Laws.
- e. Regularly communicate with Sponsor and inform Sponsor immediately of any delays or problems encountered in fulfilling its obligations hereunder.

4. **Compensation/Payment:**

- a. If Sponsor chooses to make a charitable contribution to Foundation, Sponsor may choose a denomination of Sponsor's choice. No goods or services will be provided in exchange for the donation.
- b. Sponsor shall owe Foundation the total annual amount due and owing upon execution of this Agreement. Upon signature of agreement, first annual payment is due with the contract. After first year, annual payments will be due 30 days prior to renewal date. Annual renewal dates will be August 1<sup>st</sup> starting in 2015 (the construction completed month). Payments shall be made to the order of **BHS Black and Gold Alumni Foundation /Merchant Bank** unless directed different in writing after the video board loan is repaid. In any case, payment is due upon receipt of an invoice from Foundation.
- c. Mail payments to **BHS Black and Gold Alumni Foundation, 11974 Portland Avenue, Burnsville, 55337**
- d. Invoices/Statements to Sponsors should be mailed/emailed to:

Fairview Ridges Hospital  
Attn: Mary Ann Goggin  
201 E. Nicolet Blvd  
Burnsville Mn 55337

Contact Mary Ann Goggin

Email mgoggin7@fairview.org

e. If Sponsor chooses to make a marketing purchase at one (1) of three (3) levels as set by Foundation, Sponsor shall pay as follows:

- i. Anchor Partner Sponsorship - \$10,000 a year for a minimum of five (5) years.
- ii. Founding Partner Sponsorship - \$6,000 a year for a minimum of five (5) years.
- iii. Premier Partner Sponsorship - \$1,500 a year for a minimum of five (5) years.

Foundation shall grant advertising rights to Sponsor in exchange for Sponsor's marketing purchase.

5. **Term:**

- a. The initial term of the Agreement shall commence at \_\_\_\_\_ on \_\_\_\_\_ 2015
- b. Annual renewal date shall be August 1<sup>st</sup> (construction completion month) and terminate on \_\_\_August 1st, 2020, unless extended or renegotiated as provided in this Agreement.
- c. Extension: Provided that Sponsor is not in default under this Agreement beyond any applicable cure period, Sponsor shall have the right to extend this Agreement as follows:
  - i. Anchor Partner Sponsorship - \$10,000 a year for an additional minimum of three (3) years.
  - ii. Founding Partner Sponsorship - \$6,000 a year for an additional minimum of three (3) years.
  - iii. Premier Partner Sponsorship - \$1,500 a year for an additional minimum of three (3) years.

Sponsor shall provide notice of such extension to the Foundation in writing at least one calendar year prior to the expiration of the initial term of the Agreement.

- d. Renewal: Sponsor shall have the right of first refusal to negotiate a new sponsorship agreement following the expiration of the extended Agreement.
- e. Termination: Foundation may terminate the Agreement upon notice to Sponsor at any time if, in Foundation's sole discretion, Foundation determines that the campaign may create a liability for Foundation or may damage Foundation's reputation or good name.

6. **Default:**

- a. Sponsor shall be in default if:
  - i. Sponsor fails to pay when due any amount owing under this Agreement, and such failure persists for a period of thirty (30) days after Sponsor receives written notice of default from Foundation.
  - ii. Sponsor fails to perform any of its other duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives a written notice of the default from Foundation, and such nonperformance remains uncured after such thirty (30) day period.

- b. Foundation shall be in default if Foundation fails to perform any of its duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Foundation receives a written notice of the default from Sponsor, and such nonperformance remains uncured after such thirty (30) day period.

7. **Representations and Warranties:**

- a. Foundation warrants and presents the following:
  - i. It is a duly organized nonprofit organization with 501(c)(3) tax exempt status and is in good standing with the Minnesota Secretary of State.
  - ii. All information given to Foundation about Sponsor is complete, accurate and true to the best of its knowledge.
  - iii. Foundation shall not be liable to any third parties for the acts or omissions of Sponsor in the performance of this Agreement or activities related to this Agreement. Sponsor agrees to indemnify and hold Foundation harmless from and against all loss, liability, damage, penalty or expense of any kind that Foundation may incur, pay, or have asserted against it, including reasonable attorney's fees and costs, by reason of Sponsor's breach of its obligations under this Agreement or related to this Agreement, and from any negligence or willful act of Sponsor.
- b. Sponsor warrants and represents the following:
  - i. It is a duly organized for-profit entity under laws of the State of Minnesota. It is in good standing with the Minnesota Secretary of State.
  - ii. It shall perform all of its obligations under this Agreement in the highest professional manner, in a good and workmanlike manner according to the usual and customary standards of the profession, and on a timely basis.
  - iii. Sponsor shall not be liable to any third parties for the acts of omissions of Foundation in the performance of this Agreement. Foundation agrees to indemnify and hold Sponsor harmless from and against all loss, liability, damage, penalty, or expense of any kind that Sponsor may incur, pay or have asserted against it, including reasonable attorneys' fees and costs, by reason of the services rendered by the Foundation under this Agreement, any breach by Foundation of its obligations under this Agreement, and from any negligence or willful act of Foundation.

8. **Non-disclosure of Confidential Matter:**

- a. Sponsor shall not at any time, except as authorized in writing by Foundation, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of the Foundation, or any other matter concerning Foundation's operations. Sponsor shall safeguard and protect from the review, analysis, or copying by unauthorized persons all documents, information, agreements, and proprietary and otherwise confidential materials provided to Sponsor by Foundation under

this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.

- b. Foundation shall not at any time, except as authorized in writing by Sponsor, publish, disclose, or authorize anyone to publish or disclose anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Sponsor, or any other matter concerning Sponsor's operations. Foundation shall safeguard and protect from the review, analysis, or copying by unauthorized persons all promotional materials, identity of potential sponsors, confidential program information, and all other information provided to Foundation by Sponsor under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
9. **Non-Discrimination:** It is mutually agreed by Foundation and Sponsor that there shall be no discrimination based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.
10. **Disclaimer of Advisory Role:** It is expressly understood that Foundation is not serving as a tax or other legal advisor for Sponsor. Sponsor hereby agrees and acknowledges that Foundation is not such an advisor, and that if it deems such advisors necessary, Sponsor will obtain its own independent advisors and/or counsel. Furthermore, Foundation makes no provision for tax advice of any kind that may be reduced or avoided by Sponsor as a result of this Agreement. Therefore, Sponsor acknowledges that it bears the sole and exclusive responsibility for discussing same with a CPA or tax attorney.
11. **Non-exclusivity:** It is expressly understood that Foundation is free to engage in other Community Sponsorship Agreements (or similar contracts) during the term of this Agreement, provided, however, that during the term of the Agreement, Foundation shall not engage in activities that interfere with its ability to perform any obligations or responsibilities to Sponsor under this Agreement.
12. **Notice:** Any notice, request, consent, or other material communication to any party hereto must be in writing and shall be deemed effective when delivered in person or sent by facsimile, if promptly confirmed in writing, or if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
13. **Assignment:** This Agreement shall inure to the benefit of the successors and assigns of the Foundation. However, the rights and obligations of Sponsor under this Agreement are personal to Sponsor and are not assignable by it to any other person.
14. **Entire Agreement:** This Agreement contains the entire agreement between Foundation and Sponsor, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Foundation and Sponsor. An approved Activity Plan shall be regarded as an Addendum to this Agreement.

No other supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Foundation and Sponsor.

- 15. **Advice of Counsel:** Each party hereto, by its due execution of this Agreement, represents that it has reviewed and understands each term of this Agreement, and has entered into same knowingly, voluntarily, and with the opportunity to gain the advice of independent legal counsel. Accordingly, no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel.
- 16. **Execution of Agreement:** This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
- 17. **Waiver of Breach:** The waiver of any party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- 18. **Severability:** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
- 19. **Attorney's Fees and Costs:** In the event a lawsuit, arbitration or mediation may be initiated by either party. The party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorney's fees as set by the court or arbitrator.
- 20. **Governing Law, Forum Selection and Consent to Personal Jurisdiction:** This Agreement shall be deemed to have been executed and delivered within the State of Minnesota, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Foundation and Sponsor hereby agree that any litigation action initiated to enforce any provision of the Agreement shall be brought only in a state or federal court located in Dakota County, Minnesota, and hereby consent to the jurisdiction of such courts.



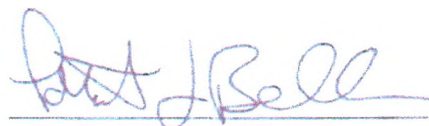
Signed, BHS Black & Gold Alumni Foundation

Richard Pomije

Printed Name

07/28/2015

Date



Signed, Sponsor

Patrick J. Belland

Printed Name

July 28, 2015

Date

## COMMUNITY SPONSORSHIP AGREEMENT

This Community Sponsorship Agreement (this "Agreement") dated the 4 of Aug, 2015, is made and entered into by and between BHS Black and Gold Alumni Foundation, a Minnesota non-profit corporation (hereinafter "Foundation") and Park Chrysler Jeep, a Minnesota for-profit corporation or (hereinafter "Sponsor").

### RECITALS

1. WHEREAS, Foundation is a tax exempt 501(c)(3) nonprofit organization with a purpose to promote and support all Burnsville High School co-curricular activities and alumni functions, including:
  - a. The promotion and encouragement of good sportsmanship, creativity, and achievement in all such activities;
  - b. The promotion of creation, development, and improvement of facilities for all such activities;
  - c. The encouragement of competition and performance in all such activities;
  - d. The support and continuation of such activities;
  - e. The collection, receipt, and solicitation of funds from private and other sources for use in carrying out the forgoing purpose; and
  - f. The acquisition, ownership, purchase, management, and/or disposition of property of every kind to carry out the foregoing purposes.
  
2. WHEREAS, Foundation, with the assistance of a loan from Merchant Bank and a Ground Lease from Burnsville-Eagan-Savage School District #191, purchased a new, digital, multi-sport, video display board to add to the current scoreboard located at Bob Pates Stadium, Dick Hanson Field at Burnsville High School.
  
3. WHEREAS, Sponsor wishes to help Foundation defray the costs of the video display board. Foundation has agreed with the Merchant Bank that the funds received pursuant to this Agreement shall be specifically designated to repay the Loan and other costs associated with the Video Display Board and has designated that payments made by Sponsor(s) shall be mailed to the Foundation and deposited directly into Merchant Bank which will be restricted solely to repayment of the Loan and costs associated with the Video Display Board.
  
4. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Foundation and Sponsor agree as follows:

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## AGREEMENT

### 1. Fundraising Campaign:

- a. Foundation intends to use its own volunteers to plan, market, and execute a fundraising campaign to defray the costs related to Foundation's purchase of a video display board. As such, said fundraising campaign does not require additional registration with the Minnesota Attorney General's Office pursuant to Minn. Stat. Chapter 309.
- b. Sponsors may participate in Foundation's fundraising campaign as follows:
  - i. As a charitable contribution to Foundation, at the denomination of Sponsor's choice, with no goods or services provided in exchange for the donation; or
  - ii. As a marketing purchase by Sponsor, at one (1) of three (3) levels as set by Foundation, in the form of a business expense with advertising rights being granted to Sponsor from Foundation.

### 2. Sponsor: In order that Foundation may be able to conduct the fundraising campaign, Sponsor shall:

- a. Pay timely, regardless of whether Sponsor has agreed to make a charitable donation or marketing purchase;
- b. Agree to have its name, information, and intellectual property listed on Foundation's website.
- c. In order to facilitate and assist Foundation in the performance of its obligations, provide Foundation with, or access to, all pertinent material and data as necessary:
  - i. Logo;
  - ii. Advertising content;
  - iii. Other related material and data as requested.
- d. As its sole cost and expense, comply with all laws applicable to for-profit corporations, charitable deductions, legitimate business expenses, and other tax ramifications related to Sponsor's participation in the fundraising campaign.
- e. Regularly communicate with Foundation and inform Foundation immediately of any delays or problems encountered in fulfilling its obligations hereunder.

### 3. Foundation: Foundation, in its endeavor to conduct a fundraising campaign, shall:

- a. Promote and support all of Burnsville High School's co-curricular activities;
- b. Provide the advertising opportunities offered, as selected by Sponsor;

- c. Obtain Sponsor's approval for all promotional materials and any material bearing Sponsor's name and/or logo. Approval, disapproval, or amendments shall be in writing and shall be provided upon five (5) business days upon receipt of request. If approval, disapproval, or amendments are not received by Foundation within five (5) business days, approval will be deemed granted;
- d. Procure all necessary licenses and registrations, if required by law, and, at its sole cost and expense, comply with all laws applicable to the nonprofit corporations, including, without limitation, Minnesota Charitable Solicitation, Nonprofit Corporation, Charitable Gaming, and Consumer Protection Laws.
- e. Regularly communicate with Sponsor and inform Sponsor immediately of any delays or problems encountered in fulfilling its obligations hereunder.

4. Compensation/Payment:

- a. If Sponsor chooses to make a charitable contribution to Foundation, Sponsor may choose a denomination of Sponsor's choice. No goods or services will be provided in exchange for the donation.
- b. Sponsor shall owe Foundation the total annual amount due and owing upon execution of this Agreement. Upon signature of agreement, first annual payment is due with the contract. After first year, annual payments will be due 30 days prior to renewal date. Annual renewal dates will be August 1<sup>st</sup> starting in 2015 (the construction completed month). Payments shall be made to the order of **BHS Black and Gold Alumni Foundation /Merchant Bank** unless directed different in writing after the video board loan is repaid. In any case, payment is due upon receipt of an invoice from Foundation.
- c. Mail payments to **BHS Black and Gold Alumni Foundation, 11974 Portland Avenue, Burnsville, 55337**
- d. Invoices/Statements to Sponsors should be mailed/emailed to:

RAP

Park Chrysler Jeep

Attn: Accounts Payable

1408 HWY 13 W

Burnsville MN 55337

Contact Molly Campbell

Email m.campbell@parkchryslerjeep.com

e. If Sponsor chooses to make a marketing purchase at one (1) of three (3) levels as set by Foundation, Sponsor shall pay as follows:

- i. Anchor Partner Sponsorship - \$10,000 a year for a minimum of five (5) years.
- ii. Founding Partner Sponsorship - \$6,000 a year for a minimum of five (5) years.
- iii. Premier Partner Sponsorship - \$1,500 a year for a minimum of five (5) years.

Foundation shall grant advertising rights to Sponsor in exchange for Sponsor's marketing purchase.

5. **Term:**

a. The initial term of the Agreement shall commence at ~~12:00AM~~ on Aug 1<sup>st</sup> 2015

b. Annual renewal date shall be August 1<sup>st</sup> (construction completion month) and terminate on      August 1st, 2020, unless extended or renegotiated as provided in this Agreement.

c. Extension: Provided that Sponsor is not in default under this Agreement beyond any applicable cure period, Sponsor shall have the right to extend this Agreement as follows:

- i. Anchor Partner Sponsorship - \$10,000 a year for an additional minimum of three (3) years.
- ii. Founding Partner Sponsorship - \$6,000 a year for an additional minimum of three (3) years.
- iii. Premier Partner Sponsorship - \$1,500 a year for an additional minimum of three (3) years.

Sponsor shall provide notice of such extension to the Foundation in writing at least one calendar year prior to the expiration of the initial term of the Agreement.

- d. Renewal: Sponsor shall have the right of first refusal to negotiate a new sponsorship agreement following the expiration of the extended Agreement.
- e. Termination: Foundation may terminate the Agreement upon notice to Sponsor at any time if, in Foundation's sole discretion, Foundation determines that the campaign may create a liability for Foundation or may damage Foundation's reputation or good name.

6. **Default:**

a. Sponsor shall be in default if:

- i. Sponsor fails to pay when due any amount owing under this Agreement, and such failure persists for a period of thirty (30) days after Sponsor receives written notice of default from Foundation.
- ii. Sponsor fails to perform any of its other duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives a written notice of the default from Foundation, and such nonperformance remains uncured after such thirty (30) day period.

- b. Foundation shall be in default if Foundation fails to perform any of its duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Foundation receives a written notice of the default from Sponsor, and such nonperformance remains uncured after such thirty (30) day period.

7. **Representations and Warranties:**

- a. Foundation warrants and presents the following:

- i. It is a duly organized nonprofit organization with 501(c)(3) tax exempt status and is in good standing with the Minnesota Secretary of State.
- ii. All information given to Foundation about Sponsor is complete, accurate and true to the best of its knowledge.
- iii. Foundation shall not be liable to any third parties for the acts or omissions of Sponsor in the performance of this Agreement or activities related to this Agreement. Sponsor agrees to indemnify and hold Foundation harmless from and against all loss, liability, damage, penalty or expense of any kind that Foundation may incur, pay, or have asserted against it, including reasonable attorney's fees and costs, by reason of Sponsor's breach of its obligations under this Agreement or related to this Agreement, and from any negligence or willful act of Sponsor.

- b. Sponsor warrants and represents the following:

- i. It is a duly organized for-profit entity under laws of the State of Minnesota. It is in good standing with the Minnesota Secretary of State.
- ii. It shall perform all of its obligations under this Agreement in the highest professional manner, in a good and workmanlike manner according to the usual and customary standards of the profession, and on a timely basis.
- iv. Sponsor shall not be liable to any third parties for the acts of omissions of Foundation in the performance of this Agreement. Foundation agrees to indemnify and hold Sponsor harmless from and against all loss, liability, damage, penalty, or expense of any kind that Sponsor may incur, pay or have asserted against it, including reasonable attorneys' fees and costs, by reason of the services rendered by the Foundation under this Agreement, any breach by Foundation of its obligations under this Agreement, and from any negligence or willful act of Foundation.

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8. **Non-disclosure of Confidential Matter:**

- a. Sponsor shall not at any time, except as authorized in writing by Foundation, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of the Foundation, or any other matter concerning Foundation's operations. Sponsor shall safeguard and protect from the review, analysis, or copying by unauthorized persons all documents, information, agreements, and proprietary and otherwise confidential materials provided to Sponsor by Foundation under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
  - b. Foundation shall not at any time, except as authorized in writing by Sponsor, publish, disclose, or authorize anyone to publish or disclose anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Sponsor, or any other matter concerning Sponsor's operations. Foundation shall safeguard and protect from the review, analysis, or copying by unauthorized persons all promotional materials, identity of potential sponsors, confidential program information, and all other information provided to Foundation by Sponsor under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
9. **Non-Discrimination:** It is mutually agreed by Foundation and Sponsor that there shall be no discrimination based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.
10. **Disclaimer of Advisory Role:** It is expressly understood that Foundation is not serving as a tax or other legal advisor for Sponsor. Sponsor hereby agrees and acknowledges that Foundation is not such an advisor, and that if it deems such advisors necessary, Sponsor will obtain its own independent advisors and/or counsel. Furthermore, Foundation makes no provision for tax advice of any kind that may be reduced or avoided by Sponsor as a result of this Agreement. Therefore, Sponsor acknowledges that it bears the sole and exclusive responsibility for discussing same with a CPA or tax attorney. DN
11. **Non-exclusivity:** It is expressly understood that Foundation is free to engage in other Community Sponsorship Agreements (or similar contracts) during the term of this Agreement, provided, however, that during the term of the Agreement, Foundation shall not engage in activities that interfere with its ability to perform any obligations or responsibilities to Sponsor under this Agreement.
12. **Notice:** Any notice, request, consent, or other material communication to any party hereto must be in writing and shall be deemed effective when delivered in person or sent by facsimile, if promptly confirmed in writing, or if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
13. **Assignment:** This Agreement shall inure to the benefit of the successors and assigns of the Foundation. However, the rights and obligations of Sponsor under this Agreement are personal to Sponsor and are not assignable by it to any other person.

14. **Entire Agreement:** This Agreement contains the entire agreement between Foundation and Sponsor, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Foundation and Sponsor. An approved Activity Plan shall be regarded as an Addendum to this Agreement.

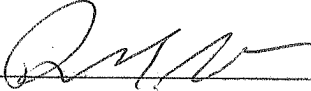
No other supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Foundation and Sponsor.

15. **Advice of Counsel:** Each party hereto, by its due execution of this Agreement, represents that it has reviewed and understands each term of this Agreement, and has entered into same knowingly, voluntarily, and with the opportunity to gain the advice of independent legal counsel. Accordingly, no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel.
16. **Execution of Agreement:** This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
17. **Waiver of Breach:** The waiver of any party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
18. **Severability:** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
19. **Attorney's Fees and Costs:** In the event a lawsuit, arbitration or mediation may be initiated by either party. The party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorney's fees as set by the court or arbitrator.
20. **Governing Law, Forum Selection and Consent to Personal Jurisdiction:** This Agreement shall be deemed to have been executed and delivered within the State of Minnesota, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Foundation and Sponsor hereby agree that any litigation action initiated to enforce any provision of the Agreement shall be brought only in a state or federal court located in Dakota County, Minnesota, and hereby consent to the jurisdiction of such courts.

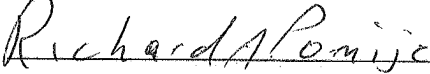
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**21. Indemnification:**

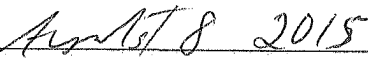
"Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), its affiliates, and their respective directors, officers, employees, agents, customers, successors and assigns, from and against any and all claims, whether valid or invalid, damages, liabilities, costs and expenses whatsoever (including attorney's fees) which the Indemnified Party shall incur, directly or indirectly, arising from or in connection with any matter contemplated herein, including without limitation: (a) the Indemnifying Party's breach, misrepresentation, or nonperformance under this Agreement; (b) any claim or action for or relating to personal loss, injury, death, property damage or otherwise suffered by participants, spectators or others at the Event (or their relatives as a result of the Event); or (c) any payment owed by the Indemnifying Party to persons involved with the Event. The obligations set forth in this paragraph shall survive termination of this Agreement."

  
\_\_\_\_\_

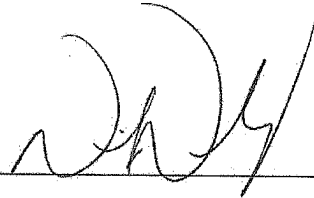
Signed, BHS Black & Gold Alumni Foundation

  
\_\_\_\_\_


Printed Name

  
\_\_\_\_\_

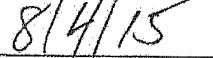
Date

  
\_\_\_\_\_

Signed, Sponsor

  
\_\_\_\_\_

Printed Name

  
\_\_\_\_\_

Date

## COMMUNITY SPONSORSHIP AGREEMENT

This Community Sponsorship Agreement (this "Agreement") dated the 20th of July, 2015, is made and entered into by and between BHS Black and Gold Alumni Foundation, a Minnesota non-profit corporation (hereinafter "Foundation") and

Wells Fargo Bank, N.A. (hereinafter "Sponsor").

### RECITALS

1. WHEREAS, Foundation is a tax exempt 501(c)(3) nonprofit organization with a purpose to promote and support all Burnsville High School co-curricular activities and alumni functions, including:
  - a. The promotion and encouragement of good sportsmanship, creativity, and achievement in all such activities;
  - b. The promotion of creation, development, and improvement of facilities for all such activities;
  - c. The encouragement of competition and performance in all such activities;
  - d. The support and continuation of such activities;
  - e. The collection, receipt, and solicitation of funds from private and other sources for use in carrying out the forgoing purpose; and
  - f. The acquisition, ownership, purchase, management, and/or disposition of property of every kind to carry out the foregoing purposes.
  
2. WHEREAS, Foundation, with the assistance of a loan from Merchant Bank and a Ground Lease from Burnsville-Eagan-Savage School District #191, purchased a new, digital, multi-sport, video display board to add to the current scoreboard located at Bob Pates Stadium, Dick Hanson Field at Burnsville High School.
  
3. WHEREAS, Sponsor wishes to help Foundation defray the costs of the video display board. Foundation has agreed with the Merchant Bank that the funds received pursuant to this Agreement shall be specifically designated to repay the Loan and other costs associated with the Video Display Board and has designated that payments made by Sponsor(s) shall be mailed to the Foundation and deposited directly into Merchant Bank which will be restricted solely to repayment of the Loan and costs associated with the Video Display Board.
  
4. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Foundation and Sponsor agree as follows:

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## AGREEMENT

1. **Fundraising Campaign:**
  - a. Foundation intends to use its own volunteers to plan, market, and execute a fundraising campaign to defray the costs related to Foundation's purchase of a video display board. As such, said fundraising campaign does not require additional registration with the Minnesota Attorney General's Office pursuant to Minn. Stat. Chapter 309.
  - b. Sponsors may participate in Foundation's fundraising campaign as follows:
    - i. As a charitable contribution to Foundation, at the denomination of Sponsor's choice, with no goods or services provided in exchange for the donation; or
    - ii. As a marketing purchase by Sponsor, at one (1) of three (3) levels as set by Foundation, in the form of a business expense with advertising rights being granted to Sponsor from Foundation.
  
2. **Sponsor:** In order that Foundation may be able to conduct the fundraising campaign, Sponsor shall:
  - a. Pay timely, regardless of whether Sponsor has agreed to make a charitable donation or marketing purchase;
  - b. Agree to have its name, information, and intellectual property listed on Foundation's website.
  - c. In order to facilitate and assist Foundation in the performance of its obligations, provide Foundation with, or access to, all pertinent material and data as necessary:
    - i. Logo;
    - ii. Advertising content;
    - iii. Other related material and data as requested.
  - d. As its sole cost and expense, comply with all laws applicable to for-profit corporations, charitable deductions, legitimate business expenses, and other tax ramifications related to Sponsor's participation in the fundraising campaign.
  - e. Regularly communicate with Foundation and inform Foundation immediately of any delays or problems encountered in fulfilling its obligations hereunder.
  
3. **Foundation:** Foundation, in its endeavor to conduct a fundraising campaign, shall:
  - a. Promote and support all of Burnsville High School's co-curricular activities;
  - b. Provide the advertising opportunities offered, as selected by Sponsor;

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- c. Obtain Sponsor's approval for all promotional materials and any material bearing Sponsor's name and/or logo. Approval, disapproval, or amendments shall be in writing and shall be provided upon five (5) business days upon receipt of request. If approval, disapproval, or amendments are not received by Foundation within five (5) business days, approval will be deemed granted;
- d. Procure all necessary licenses and registrations, if required by law, and, at its sole cost and expense, comply with all laws applicable to the nonprofit corporations, including, without limitation, Minnesota Charitable Solicitation, Nonprofit Corporation, Charitable Gaming, and Consumer Protection Laws.
- e. Regularly communicate with Sponsor and inform Sponsor immediately of any delays or problems encountered in fulfilling its obligations hereunder.

4. **Compensation/Payment:**

- a. If Sponsor chooses to make a charitable contribution to Foundation, Sponsor may choose a denomination of Sponsor's choice. No goods or services will be provided in exchange for the donation.
- b. Sponsor shall owe Foundation the total annual amount due and owing upon execution of this Agreement. Upon signature of agreement, first annual payment is due with the contract. After first year, annual payments will be due 30 days prior to renewal date. Annual renewal dates will be August 1<sup>st</sup> starting in 2015 (the construction completed month). Payments shall be made to the order of **BHS Black and Gold Alumni Foundation /Merchant Bank** unless directed different in writing after the video board loan is repaid. In any case, payment is due upon receipt of an invoice from Foundation.
- c. Mail payments to **BHS Black and Gold Alumni Foundation, 11974 Portland Avenue, Burnsville, 55337**
- d. Invoices/Statements to Sponsors should be mailed/emailed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

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- e. If Sponsor chooses to make a marketing purchase at one (1) of three (3) levels as set by Foundation, Sponsor shall pay as follows:
- i. Anchor Partner Sponsorship - \$10,000 a year for a minimum of five (5) years.
  - ii. X Founding Partner Sponsorship - \$6,000 a year for a minimum of five (5) years.
  - iii. Premier Partner Sponsorship - \$1,500 a year for a minimum of five (5) years.

Foundation shall grant advertising rights to Sponsor in exchange for Sponsor's marketing purchase.

5. **Term:**

- a. The initial term of the Agreement shall commence at 12:00pm on Aug 1, 2015
- b. Annual renewal date shall be August 1<sup>st</sup> (construction completion month) and terminate on August 1st, 2020, unless extended or renegotiated as provided in this Agreement.
- c. Extension: Provided that Sponsor is not in default under this Agreement beyond any applicable cure period, Sponsor shall have the right to extend this Agreement as follows:
  - i. Anchor Partner Sponsorship - \$10,000 a year for an additional minimum of three (3) years.
  - ii. Founding Partner Sponsorship - \$6,000 a year for an additional minimum of three (3) years.
  - iii. Premier Partner Sponsorship - \$1,500 a year for an additional minimum of three (3) years.

Sponsor shall provide notice of such extension to the Foundation in writing at least one calendar year prior to the expiration of the initial term of the Agreement.

- d. Renewal: Sponsor shall have the right of first refusal to negotiate a new sponsorship agreement following the expiration of the extended Agreement.
- e. Termination: Foundation may terminate the Agreement upon notice to Sponsor at any time if, in Foundation's sole discretion, Foundation determines that the campaign may create a liability for Foundation or may damage Foundation's reputation or good name.

6. **Default:**

- a. Sponsor shall be in default if:
  - i. Sponsor fails to pay when due any amount owing under this Agreement, and such failure persists for a period of thirty (30) days after Sponsor receives written notice of default from Foundation.
  - ii. Sponsor fails to perform any of its other duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives a written notice of the default from Foundation, and such nonperformance remains uncured after such thirty (30) day period.

- b. Foundation shall be in default if Foundation fails to perform any of its duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Foundation receives a written notice of the default from Sponsor, and such nonperformance remains uncured after such thirty (30) day period.

7. **Representations and Warranties:**

- a. Foundation warrants and presents the following:
- i. It is a duly organized nonprofit organization with 501(c)(3) tax exempt status and is in good standing with the Minnesota Secretary of State.
  - ii. All information given to Foundation about Sponsor is complete, accurate and true to the best of its knowledge.
  - iii. Foundation shall not be liable to any third parties for the acts or omissions of Sponsor in the performance of this Agreement or activities related to this Agreement. Sponsor agrees to indemnify and hold Foundation harmless from and against all loss, liability, damage, penalty or expense of any kind that Foundation may incur, pay, or have asserted against it, including reasonable attorney's fees and costs, by reason of Sponsor's breach of its obligations under this Agreement or related to this Agreement, and from any negligence or willful act of Sponsor.
- b. Sponsor warrants and represents the following:
- i. It is a duly organized for-profit entity under laws of the State of Minnesota. It is in good standing with the Minnesota Secretary of State.
  - ii. It shall perform all of its obligations under this Agreement in the highest professional manner, in a good and workmanlike manner according to the usual and customary standards of the profession, and on a timely basis.
  - iv. Sponsor shall not be liable to any third parties for the acts of omissions of Foundation in the performance of this Agreement. Foundation agrees to indemnify and hold Sponsor harmless from and against all loss, liability, damage, penalty, or expense of any kind that Sponsor may incur, pay or have asserted against it, including reasonable attorneys' fees and costs, by reason of the services rendered by the Foundation under this Agreement, any breach by Foundation of its obligations under this Agreement, and from any negligence or willful act of Foundation.

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8. **Non-disclosure of Confidential Matter:**

a. Sponsor shall not at any time, except as authorized in writing by Foundation, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of the Foundation, or any other matter concerning Foundation's operations. Sponsor shall safeguard and protect from the review, analysis, or copying by unauthorized persons all documents, information, agreements, and proprietary and otherwise confidential materials provided to Sponsor by Foundation under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.

b. Foundation shall not at any time, except as authorized in writing by Sponsor, publish, disclose, or authorize anyone to publish or disclose anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Sponsor, or any other matter concerning Sponsor's operations. Foundation shall safeguard and protect from the review, analysis, or copying by unauthorized persons all promotional materials, identity of potential sponsors, confidential program information, and all other information provided to Foundation by Sponsor under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.

9. **Non-Discrimination:** It is mutually agreed by Foundation and Sponsor that there shall be no discrimination based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.

10. **Disclaimer of Advisory Role:** It is expressly understood that Foundation is not serving as a tax or other legal advisor for Sponsor. Sponsor hereby agrees and acknowledges that Foundation is not such an advisor, and that if it deems such advisors necessary, Sponsor will obtain its own independent advisors and/or counsel. Furthermore, Foundation makes no provision for tax advice of any kind that may be reduced or avoided by Sponsor as a result of this Agreement. Therefore, Sponsor acknowledges that it bears the sole and exclusive responsibility for discussing same with a CPA or tax attorney.

11. **Non-exclusivity:** It is expressly understood that Foundation is free to engage in other Community Sponsorship Agreements (or similar contracts) during the term of this Agreement, provided, however, that during the term of the Agreement, Foundation shall not engage in activities that interfere with its ability to perform any obligations or responsibilities to Sponsor under this Agreement.

12. **Notice:** Any notice, request, consent, or other material communication to any party hereto must be in writing and shall be deemed effective when delivered in person or sent by facsimile, if promptly confirmed in writing, or if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.

13. **Assignment:** This Agreement shall inure to the benefit of the successors and assigns of the Foundation. However, the rights and obligations of Sponsor under this Agreement are personal to Sponsor and are not assignable by it to any other person.

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14. **Entire Agreement:** This Agreement contains the entire agreement between Foundation and Sponsor, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Foundation and Sponsor. An approved Activity Plan shall be regarded as an Addendum to this Agreement.

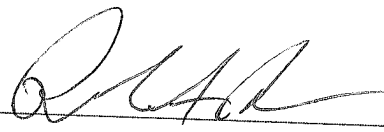
No other supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Foundation and Sponsor.

15. **Advice of Counsel:** Each party hereto, by its due execution of this Agreement, represents that it has reviewed and understands each term of this Agreement, and has entered into same knowingly, voluntarily, and with the opportunity to gain the advice of independent legal counsel. Accordingly, no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel.
16. **Execution of Agreement:** This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
17. **Waiver of Breach:** The waiver of any party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
18. **Severability:** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
19. **Attorney's Fees and Costs:** In the event a lawsuit, arbitration or mediation may be initiated by either party. The party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorney's fees as set by the court or arbitrator.
20. **Governing Law, Forum Selection and Consent to Personal Jurisdiction:** This Agreement shall be deemed to have been executed and delivered within the State of Minnesota, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Foundation and Sponsor hereby agree that any litigation action initiated to enforce any provision of the Agreement shall be brought only in a state or federal court located in Dakota County, Minnesota, and hereby consent to the jurisdiction of such courts.

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**21. Indemnification:**

"Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), its affiliates, and their respective directors, officers, employees, agents, customers, successors and assigns, from and against any and all claims, whether valid or invalid, damages, liabilities, costs and expenses whatsoever (including attorney's fees) which the Indemnified Party shall incur, directly or indirectly, arising from or in connection with any matter contemplated herein, including without limitation: (a) the Indemnifying Party's breach, misrepresentation, or nonperformance under this Agreement; (b) any claim or action for or relating to personal loss, injury, death, property damage or otherwise suffered by participants, spectators or others at the Event (or their relatives as a result of the Event); or (c) any payment owed by the Indemnifying Party to persons involved with the Event. The obligations set forth in this paragraph shall survive termination of this Agreement."

  
\_\_\_\_\_

Signed, BHS Black & Gold Alumni Foundation

Richard Pomije

Printed Name

8-13-15

Date

\_\_\_\_\_

Signed, Wells Fargo Bank, N.A.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date



## COMMUNITY SPONSORSHIP AGREEMENT

This Community Sponsorship Agreement (this "Agreement") dated as of the 31st of August, 2016 (the "Effective Date"), is made and entered into by and between BHS Black and Gold Alumni Foundation, a Minnesota non-profit corporation (hereinafter "Foundation") and, Rosemount Aerospace Inc., a UTC Aerospace Systems Company, a Delaware corporation or (hereinafter "Sponsor").

### RECITALS

1. WHEREAS, Foundation is a tax exempt 501(c)(3) nonprofit organization with a purpose to promote and support all Burnsville High School co-curricular activities and alumni functions, including:
  - a. The promotion and encouragement of good sportsmanship, creativity, and achievement in all such activities;
  - b. The promotion of creation, development, and improvement of facilities for all such activities;
  - c. The encouragement of competition and performance in all such activities;
  - d. The support and continuation of such activities;
  - e. The collection, receipt, and solicitation of funds from private and other sources for use in carrying out the forgoing purpose; and
  - f. The acquisition, ownership, purchase, management, and/or disposition of property of every kind to carry out the foregoing purposes.
2. WHEREAS, Foundation, with the assistance of a loan from Merchant Bank and a Ground Lease from Burnsville-Eagan-Savage School District #191, purchased a new, digital, multi-sport, video display board to add to the current scoreboard located at Bob Pates Stadium, Dick Hanson Field at Burnsville High School.
3. WHEREAS, Sponsor wishes to help Foundation defray the costs of the video display board. Foundation has agreed with the Merchant Bank that the funds received pursuant to this Agreement shall be specifically designated to repay the Loan and other costs associated with the Video Display Board and has designated that payments made by Sponsor(s) shall be mailed to the Foundation and deposited directly into Merchant Bank which will be restricted solely to repayment of the Loan and costs associated with the Video Display Board (the "Purpose").
4. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Foundation and Sponsor agree as follows:

### AGREEMENT

1. **Fundraising Campaign:**

- a. Foundation intends to use its own volunteers to plan, market, and execute a fundraising campaign to defray the costs related to Foundation's purchase of a video display board. As such, said fundraising campaign does not require additional registration with the Minnesota Attorney General's Office pursuant to Minn. Stat. Chapter 309.
  - b. Sponsors may participate in Foundation's fundraising campaign as follows:
    - i. As a charitable contribution to Foundation, at the denomination of Sponsor's choice, with no goods or services provided in exchange for the donation; or
    - ii. As a marketing purchase by Sponsor, at one (1) of four (4) levels as set by Foundation, in the form of a business expense with advertising rights being granted to Sponsor from Foundation.
2. **Sponsor:** In order that Foundation may be able to conduct the fundraising campaign, Sponsor shall:
- a. Agree to have its name and information (including logo) listed on Foundation's and school's website.
  - b. In order to facilitate and assist Foundation in the performance of its obligations, provide Foundation with, or access to, all pertinent material and data as necessary:
    - i. Logo;
    - ii. Advertising content;
    - iii. Other related material and data as requested.
  - c. As its sole cost and expense, comply with all laws applicable to for-profit corporations, charitable deductions, legitimate business expenses, and other tax ramifications related to Sponsor's participation in the fundraising campaign.
  - d. Regularly communicate with Foundation and inform Foundation immediately of any delays or problems encountered in fulfilling its obligations hereunder.
3. **Foundation:** Foundation, in its endeavor to conduct a fundraising campaign, unconditionally agrees to:
- a. Use funds from the Sponsorship (as defined below) solely to achieve the Purpose;
  - b. Promote and support all of Burnsville High School's co-curricular activities;
  - c. Provide the advertising opportunities offered, as selected by Sponsor;

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- d. Obtain Sponsor's approval for all promotional materials and any material bearing Sponsor's name and/or logo. Sponsor shall be provide its approval, disapproval, or amendments in writing (which may be by email but not other electronic means, such as SMS text) and shall be provided promptly upon five (5) business days upon receipt of request by Sponsor's marketing representative, as designated to Foundation from time to time. As of the Effective Date, Sponsor's marketing representative is:

Ashley Jager  
Manager, Strategic Planning & Communications  
14300 Judicial Road, Burnsville, MN 55306  
Tel: 9952) 892-8356  
email: [ashley.jager@utas.utc.com](mailto:ashley.jager@utas.utc.com)

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If approval, disapproval, or amendments are not received by Foundation within ten (10) business days and the proposed promotional materials are consistent with previously approved materials, approval will be deemed granted;

- e. Agree to all advertising terms as outlined in the prospectus (as attached hereto, the "Prospectus") for specific sponsorship level as selected by Sponsor AND agree to the following three (3) additions:
- 1/4 page ad on all home athletic event rosters that are distributed during such events for the entire school year;
  - Specific link and/or logo displayed on the school's and Foundation's website;
  - PA announcements regarding Sponsor at all home athletic events in which a PA announcer is utilized for the entire school year;
- f. Procure all necessary licenses and registrations, if required by law, and, at its sole cost and expense, comply with all applicable laws, including, without limitation, Minnesota Charitable Solicitation, Nonprofit Corporation, Charitable Gaming, Consumer Protection Laws and laws prohibiting conflicts of interest and corruption in the private or public sectors;
- g. Refrain (directly or indirectly) at all times from offering, promising, attempting to provide, or providing any bribe or other payment authorized, offered, promised, or made in violation of applicable anti-corruption, conflict of interest, or related laws or regulations, or with the intent to influence a government official;
- h. Promptly and accurately record in its financial books and records all funds received from Sponsor and expenses related to its undertaking/support of philanthropic works sponsored by Sponsor; and
- i. Regularly communicate with Sponsor and inform Sponsor immediately of any delays or problems encountered in fulfilling its obligations hereunder.

4. **Compensation/Payment:**

- a. Sponsor will provide Foundation funding in the amount of ten thousand dollars (\$10,000) dollars per year for five years for the Purpose in the form of a marketing purchase of an Anchor and Gold Sponsorship (the "Sponsorship"). In connection with the Sponsorship, Foundation shall grant Sponsor the advertising rights commensurate to its sponsorship level (i.e., Anchor and Gold) as more fully described in the Prospectus and this Agreement.
- b. Sponsor shall owe Foundation the total annual amount due and owing upon execution of this Agreement. Upon signature of agreement, first annual payment is due with the contract. After first year, each of the remaining four payments is due on the respective anniversary of the Effective Date subject to receipt of an invoice from Foundation.
- c. Mail payments to **BHS Black and Gold Alumni Foundation, 19516 Hampshire Court, Prior Lake, 55372**
- d. Invoices/Statements to Sponsors should be mailed/emailed to:

Name: Colleen Lott  
Executive Director, Finance  
Address: 14300 Judicial Road, Burnsville, MN 55306  
Email: [colleen.lott@utas.utc.com](mailto:colleen.lott@utas.utc.com)

5. **Term:**

- a. The initial term of the Agreement shall commence as of 12:01am on the Effective Date, and shall expire on the fifth anniversary thereof (the "Term").
- b. Extension: Provided that Sponsor is not in default under this Agreement beyond any applicable cure period, Sponsor shall have the right to extend this Agreement as follows:
  - i. Anchor Partner Sponsorship - \$10,000 a year for an additional minimum of three (3) years.
  - ii. Founding Partner Sponsorship - \$6,000 a year for an additional minimum of three (3) years.
  - iii. Premier Partner Sponsorship - \$1,500 a year for an additional minimum of three (3) years.
  - iv. Black & Gold Partner Sponsorship is priced yearly at going rate

Sponsor shall provide notice of such extension to the Foundation in writing at least one calendar year prior to the expiration of the initial term of the Agreement.

- c. Renewal: Sponsor shall have the right of first refusal to negotiate a new sponsorship agreement following the expiration of the extended Agreement.

6. **Default:**

a. Sponsor shall be in default if:

- i. Sponsor fails to pay when due any amount owing under this Agreement and such failure persists for a period of thirty (30) days after Sponsor receives written notice of default from Foundation.
  - ii. Sponsor fails to perform any of its other duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives a written notice of the default from Foundation, and such nonperformance remains uncured after such thirty (30) day period.
- b. Foundation shall be in default if Foundation fails to perform any of its duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Foundation receives a written notice of the default from Sponsor, and such nonperformance remains uncured after such thirty (30) day period.

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7. Termination

- a. Foundation may terminate the Agreement upon notice to Sponsor at any time if, in Foundation's sole discretion, Foundation determines that the campaign may create a liability for Foundation or may damage Foundation's reputation or good name.
- b. Sponsor may terminate this Agreement, upon notice to Foundation at any time if, in Sponsor's sole discretion:
  - a. Foundation or any of its directors, officers, or employees becomes for any reason persona non-grata in the jurisdiction where the sponsored Purpose is to be performed, or is accused of wrong-doing;
  - b. Foundation has breached this Agreement;
  - c. Sponsor has reason to believe that Foundation's representations or warranties are no longer valid, or inaccurate without prompt written notice and correction by Foundation;
  - d. Sponsor determines that Foundation's conduct violates or contravenes applicable law;
  - e. Foundation becomes insolvent, bankrupt, or enters receivership;
  - f. Ownership, management, or operation of Foundation changes in a manner which Sponsor reasonably determines has either (a) a material adverse effect on this Agreement; or (b) creates a conflict of interest for the Foundation or any Sponsor employee;

- c. Sponsor may suspend and terminate disbursement of funds in event of termination due to Foundation's breach of covenants, representations, or warranties and has the right to recover compensation already paid if covenants, representations, or warranties related to such compensation are breached.

8. **Representations and Warranties:**

a. Foundation warrants and presents the following:

- i. It is a duly organized nonprofit organization with 501(c)(3) tax exempt status and is in good standing with the Minnesota Secretary of State.
- ii. All information given to Sponsor about Foundation is complete, accurate and true to the best of its knowledge.
- iii. Foundation shall not be liable to any third parties for the acts or omissions of Sponsor in the performance of this Agreement or activities related to this Agreement. Sponsor agrees to indemnify and hold Foundation harmless from and against all loss, liability, damage, penalty or expense of any kind that Foundation may incur, pay, or have asserted against it, including reasonable attorney's fees and costs, by reason of Sponsor's breach of its obligations under this Agreement or related to this Agreement, and from any negligence or willful act of Sponsor.
- iv. No Sponsor employee, customer, government, or government official holds an ownership, financial, or other interest in Foundation or otherwise stands to personally benefit from Foundation's relationship with Sponsor;
- v. Foundation holds all permits, licenses, and authorizations necessary to undertake the Purpose;
- vi. Funds disbursed pursuant to this Agreement will be used by Foundation solely to undertake the Purpose described in this Agreement;
- vii. Foundation has not offered, promised, made, or attempted to make any bribe or corrupt payment as set forth in section 3 above.

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b. Sponsor warrants and represents the following:

- i. It is a duly organized corporation under the laws of the State of Delaware. It is in good standing with the Delaware Secretary of State and is authorized to conduct business in the State of Minnesota.

- ii. It shall perform all of its obligations under this Agreement in the highest professional manner, in a good and workmanlike manner according to the usual and customary standards of the profession, and on a timely basis.
- iii. Sponsor shall not be liable to any third parties for the acts of omissions of Foundation in the performance of this Agreement. Foundation agrees to indemnify and hold Sponsor harmless from and against all loss, liability, damage, penalty, or expense of any kind that Sponsor may incur, pay or have asserted against it, including reasonable attorneys' fees and costs, by reason of the services rendered by the Foundation under this Agreement, any breach by Foundation of its obligations under this Agreement, and from any negligence or willful act of Foundation.

9. **Non-disclosure of Confidential Matter:**

- a. Sponsor shall not at any time, except as authorized in writing by Foundation, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of the Foundation, or any other matter concerning Foundation's operations. Sponsor shall safeguard and protect from the review, analysis, or copying by unauthorized persons all documents, information, agreements, and proprietary and otherwise confidential materials provided to Sponsor by Foundation under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
- b. Foundation shall not at any time, except as authorized in writing by Sponsor, publish, disclose, or authorize anyone to publish or disclose anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Sponsor, or any other matter concerning Sponsor's operations. Foundation shall safeguard and protect from the review, analysis, or copying by unauthorized persons all promotional materials, identity of potential sponsors, confidential program information, and all other information provided to Foundation by Sponsor under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.

9. **Non-Discrimination:** It is mutually agreed by Foundation and Sponsor that, in connection with the Purpose, there shall be no discrimination based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.

10. **Disclaimer of Advisory Role:** It is expressly understood that Foundation is not serving as a tax or other legal advisor for Sponsor. Sponsor hereby agrees and acknowledges that Foundation is not such an advisor, and that if it deems such advisors necessary, Sponsor will obtain its own independent advisors and/or counsel. Furthermore, Foundation makes no provision for tax advice of any kind that may be reduced or avoided by Sponsor as a

result of this Agreement. Therefore, Sponsor acknowledges that it bears the sole and exclusive responsibility for discussing same with a CPA or tax attorney.

11. **Non-exclusivity**: It is expressly understood that Foundation is free to engage in other Community Sponsorship Agreements (or similar contracts) during the term of this Agreement, provided, however, that during the term of the Agreement, Foundation shall not engage in activities that interfere with its ability to perform any obligations or responsibilities to Sponsor under this Agreement.
12. **Notice**: Any notice, request, consent, or other material communication to any party hereto must be in writing and shall be deemed effective when delivered in person or sent by facsimile, if promptly confirmed in writing, or if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
13. **Assignment**: This Agreement shall inure to the benefit of the successors and assigns of the Foundation. However, the rights and obligations of Sponsor under this Agreement are personal to Sponsor and are not assignable by it to any other person.
14. **Entire Agreement**: This Agreement contains the entire agreement between Foundation and Sponsor, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Foundation and Sponsor. An approved Activity Plan shall be regarded as an Addendum to this Agreement.

No other supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Foundation and Sponsor.

**Advice of Counsel**: Each party hereto, by its due execution of this Agreement, represents that it has reviewed and understands each term of this Agreement, and has entered into same knowingly, voluntarily, and with the opportunity to gain the advice of independent legal counsel. Accordingly, no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel.

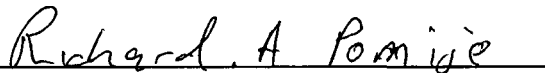
16. **Execution of Agreement**: This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
17. **Waiver of Breach**: The waiver of any party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

18. **Severability:** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
19. **Attorney's Fees and Costs:** In the event a lawsuit, arbitration or mediation may be initiated by either party. The party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorney's fees as set by the court or arbitrator.
20. **Governing Law, Forum Selection and Consent to Personal Jurisdiction:** This Agreement shall be deemed to have been executed and delivered within the State of Minnesota, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Foundation and Sponsor hereby agree that any litigation action initiated to enforce any provision of the Agreement shall be brought only in a state or federal court located in Dakota County, Minnesota, and hereby consent to the jurisdiction of such courts.

RAV

  
Signed, BHS Black & Gold Alumni Foundation

\_\_\_\_\_  
Signed, Rosemount Aerospace Inc.,  
a UTC Aerospace Systems Company

  
Printed Name

\_\_\_\_\_  
Printed Name

9-2-16  
Date

\_\_\_\_\_  
Date

**AIM Electronics, Inc.**  
 7655 Washington Avenue South  
 Edina, MN 55439  
 USA

**Invoice**

**38570**  
 128

Invoice Date:  
 Aug 1, 2015  
 Page:  
 1

Ph: 952-941-9830  
 Fax: 952-941-7139

Sold To:  
 BHS Black & Gold Alumni Foundation, The  
 600 East. Hwy 13  
 Burnsville, MN 55337

<i>Reference No.(s)</i> Qte:6/15/15/D-7932JG	<i>Shipping Method</i> Old Dom.	<i>Ship Date</i> August 7, 2015	<i>Payment Terms</i> Net	<i>Sales Rep</i> John D. Grabow
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<u>Quantity</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00		Daktronics Model DVX-503-264x480-15mm Full Color Video Display With Filler Panels	188,422.00	188,422.00
1.00		One (1) Input Front-End Video System	12,244.00	12,244.00
1.00		Model SS-1500 Outdoor Sound System	42,315.00	42,315.00
1.00		Model SSR-200 Sport Sound Rack includes 12 Ch. Audio Mixer, CD Player (1) Wireless Microphone, Announcer Stand, Cables & MP3 Interface	6,072.00	6,072.00
2.00		Backlit "Anchor" Sponsor Panels (6' x 8' 6")-By Sound	3,641.50	7,283.00
2.00		Backlit "Anchor" Sponsor Panels (6' x 8')-By Video	3,427.00	6,854.00
4.00		Backlit "Founding" Sponsor Panels (4' x 6')-By Scoreboard	1,713.50	6,854.00
4.00		Decorative Blaze Accents on the four corners of the Structure	827.75	3,311.00
1.00		Custom Animation Kit	4,800.00	4,800.00
1,000.00		(1000') Fiber Optic Cable	1.75	1,750.00
1.00		(1000') Analog Audio Cable	150.00	150.00

If MN sales tax exempt, an exemption certificate must accompany payment.

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	287,014.50
<b>TOTAL</b>	Continued

***Thank you for your business!***

**AIM Electronics, Inc.**

7655 Washington Avenue South  
 Edina, MN 55439  
 USA

**Invoice**

38570  
 129

Invoice Date:  
 Aug 1, 2015  
 Page:  
 2

Ph: 952-941-9830  
 Fax: 952-941-7139

Sold To:

BHS Black & Gold Alumni Foundation, The  
 600 East. Hwy 13  
 Burnsville, MN 55337

<i>Reference No.(s)</i>	<i>Shipping Method</i>	<i>Ship Date</i>	<i>Payment Terms</i>	<i>Sales Rep</i>
Qte:6/15/15/D-7932JG	Old Dom.	August 7, 2015	Net	John D. Grabow

<u>Quantity</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00		Installation, Calibration & Fiber Optics Termination	28,500.00	28,500.00
1.00		On-Site Training & Final Checkout of New Equipment & Existing Scoreboard	6,500.00	6,500.00
1.00		Shipping & Handling	3,850.00	3,850.00
		Payment Terms:		
		-30 % Down Pmt.	\$ 95,671.50	
		-60 % Prior to Shipping	\$191,343.00	
		-10 % Final Payment-30 days After Installation	\$ 31,890.50	

	Subtotal	318,905.00
	Sales Tax	
	Total Invoice Amount	318,905.00
	Payment/Credit Applied	287,014.50
	<b>TOTAL</b>	<b>\$31,890.50</b>

If MN sales tax exempt, an exemption certificate must accompany payment.

**Thank you for your business!**

BHS BLACK AND GOLD ALUMNI FOUNDATION

EIN 20-4428277

**BHS BLACK AND GOLD ALUMNI FOUNDATION  
MINUTES OF ACTION OF THE MEMBERS  
OF THE CORPORATION**

The Undersigned, Members of BHS Black and Gold Alumni Foundation (the "Corporation") acting pursuant to the By-Laws of this Corporation hereby adopts the following resolutions pursuant to Minnesota Statutes Section 317A.445, that is:

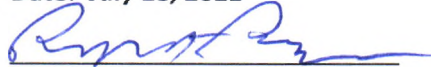
**Whereas**, the Corporation is authorized to sell the video scoreboard at Burnsville High School to District ISD191 for \$175,000. It will provide clear transfer of the asset free of all liens, including the UCC lien release from Merchant Bank. Closing should be within 30 days or authorization expires.

**Now, Therefore be it Resolved**, that the corporation will assign the remaining sponsorship contracts to the district for a best effort collection from Fairview Hospital, Park Jeep Dealership, UTC Aerospace, Wells Fargo and Dodge of Burnsville of approximately \$42,000. If payments are received by the Corporation, it will remit and forward the proceeds to District 191 within 7 days.

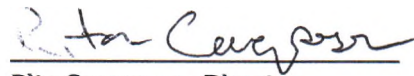
**Further Resolved**, that Richard A. Pomije (President and board member) may sign on behalf of the corporation.

**Further Resolved**, that the officers of the Corporation are authorized to execute and deliver such action forthwith.

Date: July 18, 2021



Richard Pomije, Director & President



Rita Casperson, Director



Mark Olson, Director