

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Special Meeting  
June 30, 2014  
7:00 AM

- I. Call to Order
  - A. Welcome
  - B. Pledge of Allegiance
- II. Approval of the Agenda
- III. New Business
  - A. Approve the proposed revisions and re-adopt the unchanged language in the 2013-2015 Master Agreement with the Burnsville Principal Association 2  
Presenter: Stacey Sovine, Executive Director of Human Resources  
Time: 5 Minutes
  - B. Approve the proposed revisions and re-adopt the unchanged language in the 2014-2015 terms and conditions of employment for the Unaffiliated Employees of Independent School District 191 31  
Presenter: Joe Gothard, Superintendent  
Time: 5 Minutes
  - C. Approve the proposed revisions and re-adopt the unchanged language in the 2013-2015 Master Agreement with the Burnsville District-Wide Administrators 42  
Presenter: Stacey Sovine, Executive Director of Human Resources  
Time: 5 Minutes
  - D. Approve changes to Board Policy 514: *Bullying Prohibition* (ACD-JBD) 56  
Presenter: Joe Gothard, Superintendent  
Time: 5 Minutes
- IV. Adjourn

# **BURNSVILLE EAGAN SAVAGE**

## **Independent School District 191**

### **Human Resources**

---

AGENDA ITEM: III.A.

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Stacey Sovine  
Executive Director of Human Resources

Date: June 30, 2014

RE: **Collective Bargaining Agreement with the Burnsville Principal Association**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2013-2015 MASTER AGREEMENT WITH THE BURNSVILLE PRINCIPAL ASSOCIATION**

The District reached a tentative agreement on a new two-year contract with the Burnsville Principals Association on June 19, 2014. There are 24 principals within the unit. Work on a new two year agreement started on April 10, 2014 and extended over three bargaining sessions. During the collective bargaining process, 14 language items were on the table for discussion.

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

- Aligning insurance language to reflect the current plan
- Eliminate language around outdated statute
- Modifying language around Professional Develop to Management Factor
- Aligned Step advance language to other agreements
- Increased PHD stipend to 5,000 and removed from salary schedule.
- Updated emergency closing language
- Clarified language for initial year of probation for internal candidates
- Removed dated severance language
- Increased 403(b) match to 2,500
- Updated family illness language
- Added attendance incentive language
- Updated MOU's
- Steps both years.

**Economic terms agreed to include:**

- 2% increase each year on career increment steps
- 2 year increased cost \$282,200.
- MSBA 2 year package increase is 6.04%

# **MASTER AGREEMENT**

**JULY 1, ~~2011~~ 2013 - JUNE 30, ~~2013~~ 2015**

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE, MINNESOTA**

**AND**

**BURNSVILLE PRINCIPALS ASSOCIATION**

**Burnsville - Eagan - Savage Public Schools**

## TABLE OF CONTENTS

<b>B</b>	<b>P</b>
Bereavement .....13	Parental Leave.....14-15
<b>C</b>	Personal Business Absence .....12
Compensation..... 3	Personal Illness.....12
Continuation of Benefits ..... 7-8	Personnel Files.....15
<b>D</b>	Professional Activity Leave ..... 10-11
Definition ..... 1	Professional Expenses ..... 8-9
Dental Insurance ..... 8	<b>R</b>
<b>F</b>	Rights..... 2-3
Family Illness Absence.....13	<b>S</b>
Flexible Benefit Plan ..... 9	Salary Schedule Placement ..... 4
<b>G</b>	Seniority..... 9
Grievance Procedure .....16	Severance Pay .....10
<b>H</b>	Special Service Compensation ..... 5
Health and Accident Insurance ..... 6	Step Advancement.....4
Holidays..... 5	Substitutes for Principals..... 8
<b>J</b>	<b>T</b>
Jury Duty .....12	Tax Sheltered Annuity/Deferred Compensation Plans ..... 9
<b>L</b>	Tuition ..... 4
Leaves and Absences ..... 11-15	<b>V</b>
Life Insurance..... 6	Vacation..... 5
Long Term Disability..... 6	<b>W</b>
<b>M</b>	Work Year ..... 5
Matching Contribution .....10	Worker's Compensation .....12
Maternity Absence.....13	
Mileage .....8	

**MASTER AGREEMENT**  
**JULY 1, 2011 2013 - JUNE 30, 2013 2015**

**BOARD OF EDUCATION**  
**INDEPENDENT SCHOOL DISTRICT 191**  
**BURNSVILLE, MINNESOTA**

and

**BURNSVILLE PRINCIPALS ASSOCIATION**

**Preamble**

THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Burnsville Principals Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as revised, is to provide the terms and conditions of employment for principals for the duration of the Agreement.

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all principals who work more than fourteen (14) hours per week and more than sixty-seven (67) days per year. A principal, associate principal, and principal or associate principal on special assignment or any other professional employee required to hold a principal's license from the state department shall be referred to as a "principal" within this master agreement.

**ARTICLE II**  
**COPIES OF RECORD**

There shall be two (2) signed copies of the final contract for the purpose of record, one retained by the Board, one by the Association.

**ARTICLE III**  
**STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL BOARD**

Section 1. All principals covered by this Agreement shall perform the professional services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School Board 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 Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 2. All principals covered by this Agreement, the School Board, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, Rules and Regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect.

Section 3. The School Board agrees not to meet and negotiate with any organization other than the Burnsville Principals Association as long as that organization is the exclusive representative of the principals of Independent School District 191.

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

#### **ARTICLE IV PRINCIPALS RIGHTS**

Section 1. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or circumvent the rights of the Association, nor shall it be construed to require any principal to perform labor or services against his/her will.

Section 2. Principals shall have the right to form and join employee organizations, and shall have the right not to form and join such organizations. Principals 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 Board.

Section 3. Recognizing that principals have the right to meet and confer with the Board regarding any and all policies and practices of the District, the Board or its designee agrees to meet and confer with the principals on matters not covered in this Agreement at least every four (4) months. It shall be the responsibility of the Principals' Association to request such meetings and provide a proposed agenda.

Section 4. Any principal who is a member of the Association, or who has applied for membership, may sign and deliver to the Human Resources Office an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the Board shall deduct dues from each regular salary check of the principal ending in June.

Section 5. In accordance with M.S. §179.65, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director of Mediation Services and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director of Mediation Services, the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative.

The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Director, B.M.S., or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 6. With respect to all sums deducted by the Board, the Board agrees to remit to the Association said amount, accompanied by an alphabetical list for whom such deductions have been made.

Section 7. 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.

Section 8. The Association shall have the right to use school facilities and equipment, including computers, 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 incidental to such use. The user shall request equipment from the responsible individual and have time and use determined when checked out.

Section 9. The Association shall have the right to use the District mail service, mailboxes, e-mail and voicemail for communications; such communication to be unimpaired and uncensored.

Section 10. The Board 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 certified personnel, agendas and minutes of all Board meetings, census and membership data, (names and addresses of all principals salaries paid thereto and substantiating data).

## **ARTICLE V COMPENSATION**

### Section 1. Basic Rates of Pay:

#### Subd. 1. Status of Salary Schedules:

The salary schedules contained in this article are adopted by the School Board for the term of this Agreement. The salary schedules are not to be construed as a part of the continuing contract and the schedules contained herein are no longer applicable after June 30, ~~2011~~ 2015.

#### Subd. 2.

In the event that a new Agreement has not been mutually adopted by July 1, 2013 2015, principals will be covered under M.S. ~~§§122A.40~~ and the salary for 2013-2014 2015-2016 will be that stipulated on the individual contract for 2012-2013 2014-2015

until a new Agreement is reached subsequent to July 1, ~~2013-2015~~ and the conditions of the new Agreement will determine salaries for ~~2013-2015 2015-2017~~.

Subd. 3. Salary Schedule - Placement

Initial placement is the responsibility of the Executive Director of Human Resources or designate.

Subd. 4.

For the salary schedule for the ~~2009-2010 2013-2014~~ and ~~2010-2011 2014-2015~~ contract year, see Appendix A and Appendix B attached hereto.

Section 2. Step Advancement: Step advancement for principals whose initial placement is step (1) one of the salary schedule is granted after a principal successfully completes one (1) year as a principal in ISD #191. For purposes of Section 2 and Section 3 of this article, a principal must start by ~~December~~ January 1st. Longevity (Steps 15 and 20) is granted for years of professional service in the district.

Section 3. Principal Career Steps: Effective July 1, 2009, a principal is eligible for career step A after completing 4 years of service as a principal. A principal is eligible for career step B after completing 9 years of service as a principal. A principal is eligible for career step C after completing 14 years of service as a principal. A principal is eligible for career step D after completing 19 years as a principal. Career step amounts will be pro-rated for principals that work less than full-time.

Effective July 1, 2010, the following career steps apply:

- A. \$2,000 in the 5<sup>th</sup> year of employment as a principal
- B. \$2,500 in the 10<sup>th</sup> year of employment as a principal
- C. \$3,000 in the 15<sup>th</sup> of employment as a principal
- D. \$3,500 in the 20<sup>th</sup> year of employment as a principal

Section 4. Tuition:

Sub 1. For individuals hired prior to January 1, 2013, the employer will reimburse employees for credits taken beyond the MA +60 or Specialist lane subject to the prior approval of the Executive Director of Human Resources. Reimbursement will not be paid to employees on leave. Reimbursement shall be at the rate of graduate school tuition for the University of Minnesota, adjusted annually for the year in which the course was taken.

Subd 2. Employees hired after January 1, 2013 are eligible for up to two thousand five hundred dollars (\$2,500) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, ~~2012 2013~~, employees who have earned a doctorate from an accredited college or university will receive an additional ~~two five~~ thousand dollars (~~\$2,000~~ 5,000) per year above the MA60 salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

Section 5. Certificate, Retirement Fund Certificate, and Transcript of College Credits: Each principal must submit a copy of a valid Minnesota Certificate, a retirement fund certificate, and a transcript of all college credits. This material will be kept on file in the District office during the entire time that

the principal is employed in the school system. Before a principal can be granted a step or lane advancement, all requirements above must have been fulfilled.

Section 6. Work Year: The work year for principals shall be twelve (12) months. In the event a principal works for less than twelve months, the employee's compensation, sick leave, and vacation shall be calculated on a prorated basis. Health, life, and dental insurance shall be the same as for a full time employee, provided an administrator works at least thirty (30) hours per week.

Section 7. Vacation

Subd. 1. Annual Vacation:

Each full-time principal shall have twenty-eight (28) vacation days. Principals hired after July 1, 1998, shall have vacation days:

1st	Year Principal	23
2nd	Year Principal	25
3rd	And Following Years	28

Subd. 2. Effective upon ratification of the contract, a member of the Unit who terminates employment during a fiscal year is entitled to vacation benefits earned during that previous fiscal year. The member may elect to vacation out until the end of the current month. A member will be paid for any remaining, earned, but unused vacation days at the time of termination for any reason other than cause. A member who uses unearned vacation must reimburse the District at the time of termination.

Subd. 3. Accumulation and Termination: All vacation time must be taken within twenty four (24) months of the start of the fiscal year in which it is received or be forfeited. Upon request, the Executive Director of Human Resources will permit principals to carry over vacation for a maximum of 26 months. Principals who sever employment for any reason other than cause, will be paid for accrued but unused vacation days at the rate at which they were earned.

Section 8. Holidays: Each full-time member of this Unit shall have ten (10) holidays each year. They are: Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, and Memorial Day. Each principal subject to the approval of his/her immediate supervisor shall schedule the additional holiday.

Section 9. Snow Days: In the event the superintendent declares a snow day and classes are cancelled, principals may telecommute for the day, take a vacation day or a personal day.

Section 10. Compensation for Special Services:

Subd. 1. When principals choose to teach courses through Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When principals render special services that either the Association or the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the revised job description.

## **ARTICLE VI GROUP INSURANCE**

### Section 1. Health and Accident Insurance

Subd. 1. For all principals who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District plan, the District contribution for individual or dependent coverage shall be as follows:

a. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. ~~The composite premium shall be based on an insurance plan which shall consist of a high deductible insurance plan with a 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan and the in-network deductible equals the in-network out of pocket maximum.~~ 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. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

b. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 83% of the dependent, (composite) premium. ~~The composite premium shall be based on an insurance plan which shall consist of a high deductible insurance plan with a 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan and the in-network deductible equals the in-network out of pocket maximum.~~ 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. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

### Section 2. Life Insurance

Subd. 1. Each full-time member of this unit will be provided with \$250,000 term insurance with the District covering the cost of \$50,000 and employees covering the cost of \$200,000.

Subd. 2. Any member of the Unit, upon retirement, may elect to continue group term insurance under the provisions of Minnesota Statute § 61A.092 or may convert the term life insurance to an individual life insurance contract. Any extension or conversion is subject to the terms and conditions established by the insurance carrier. The premium costs for the employee shall be the responsibility of the employee by

monthly prepayment to the District.

Section 3. Long Term Disability: The School District will contribute forty percent (40%) of the premium for a long term disability policy that provides benefits after an absence of thirty (30) consecutive working days. Disability pay will be governed by the policy in effect. Insurance company coverage is sixty-six and two-thirds percent (66 2/3%) of base salary with a limit of seventy-five percent (75%) when coordinated with other income sources according to the conditions of the policy. If the principal requests it, the District will pay to those participants who have accumulated over thirty (30) days of sick leave the remaining fraction of regular income with one-third (1/3) or one-fourth (1/4) days subtracted from the total number of remaining sick leave days until a maximum of seventy-five (75) days of unused sick leave has been used or the principal requests such payment to be discontinued.

Section 4. Liability Insurance: The School District will continue to provide liability insurance coverage for principals. Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify members of the Unit for damages, including punitive damages, claimed or levied against the member, provided that the member: 1) was acting in the performance of the duties of the position, and 2) was not guilty of malfeasance in office, willful neglect of duty or bad faith. Indemnification of members of the unit provided under this section shall be modified in accordance with any amendments to M.S. §466.07.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to describe coverage generally and benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase 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 by an insurance carrier.

Section 6. Continuation of Benefits

Subd. 1. Retirement. Upon retiring from the District with at least ten (10) years of full-time service in the District, an employee who is at least fifty-five (55) years of age may continue to participate in the group health insurance plan and group dental insurance plan that the District makes available to active employees of the District during that period of time. For any employee hired after January 1, 2011, the District will not contribute toward the employee's health insurance premium after the employee retires. For employees hired before January 1, 2011, the amount and duration of the District's contribution toward the employee's health insurance premium after retirement will be as follows:

- A. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than sixty (60), then for a period of nine (9) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that the District contributed on behalf of the employee for the month immediately before the employee retired.
- B. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than forty (40), then for a period of eight (8) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that

it contributed on behalf of the employee for the month immediately before the employee retired.

- C. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than thirty (30), then for a period of seven (7) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute toward the monthly premium for dependent or single coverage in a dollar amount that is equal to fifty percent of the dollar amount it contributed on behalf of the employee for the month immediately before the employee retired.
- D. If the employee's years of service in the District plus the employee's years of service as a principal in the District are thirty (30) or less, then the District will not contribute any amount toward the monthly premium for single or dependent coverage.
- E. In the event of the death of a retired principal with dependent coverage, the percentage of contribution for health and dental coverage will continue for eligible dependents until the date coverage would have ended for the retired principal.

*For example an administrator who works as a principal in the District for ten years would have 10 years of district service and 10 years as a principal for a total of 20 years. A principal who works 5 years as a teacher and then 25 years as a principal would have 30 years of District service plus 25 years as a principal for a total of 55.*

Subd. 2. Leaves of Absence: An employee on a School District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

Subd. 3. Disabled Employee: An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier and the School District shall make normal contractual contributions for H & A insurance, as provided by law, for the duration of the disability.

## Section 7. Dental Insurance

Subd. 1. Single Coverage: The District shall provide dental insurance currently in effect in the School District, for individual coverage for each regular employee who qualifies for and is enrolled in the base group plan. The employee must indicate the desire to participate by written notification to the Office of the Executive Director of Human Resources.

Subd. 2. Family Coverage. The District shall provide dental insurance currently in effect in the School District for family coverage for each regular employee who qualifies for and is enrolled in the group plan. The employee must indicate the desire to participate by written notification to the Office of the Executive Director of Human Resources.

## **ARTICLE VII MISCELLANEOUS**

Section 1. Mileage and Miscellaneous Expense Reimbursement. The District will reimburse principals for eligible mileage and business expenses incurred as the result of performing job-related responsibilities. Reimbursement shall be consistent with District policy.

Section 2. Professional Expenses- Management Factor

Subd. 1. Allocation. Effective July 1, ~~2012~~ 2014, the employee will receive \$2,500 management factor added to their salary per fiscal year ~~for a member's professional development.~~

- a) BPA members who work less than a (12) twelve-month duty year or who work less than full-time, as determined by the school district shall receive professional development salary a management factor on a pro-rated basis.
- b) ~~Payment of the \$2,500 professional development salary shall be made on the July 15th paycheck.~~

Section 3. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to principals. Regulations and procedures are available in the Human Resources Office and are contained in Board of Education policy DLBA. The Board policy and regulations are updated annually for compliance with State and Federal Laws.

Section 4. Flexible Benefit Plan: The School District will maintain a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. Board policy and accompanying regulations are updated annually to comply with IRS Regulations.

Section 5. Substitutes for Principals: At the discretion of the Executive Director of Human Resources and dependent upon the availability of substitutes, the District will provide substitutes for principals where members of the Unit are absent from work for periods exceeding ten (10) consecutive working days.

Section 6. Extension of Employment: At the discretion of the Executive Director of Human Resources, an employee whose position has been discontinued may be asked to continue in his/her present assignment in order to permit the completion of responsibilities. The duration of this extension shall be determined by the Executive Director of Human Resources. The decision to extend time is to be made prior to June 1.

Section 7. Seniority Procedure: M.S. §122A.40, Subd. 6 11 (b), shall govern unrequested Leaves of Absences in District 191. The first date of continuous employment in any certified capacity shall be the date of service in this District for purposes of placement on the seniority list. In the event of a staff reduction affecting members of this unit whose first date of employment commenced on the same date, and thus have equal seniority, the principals with the lower license file number as required by the State Department of Education shall be deemed senior.

Subd. 1: Probation: Individuals, who have achieved continuing contract status as a licensed teacher in ISD #191 and are then selected for a principal position, must execute a waiver of continuing contract status and agree to serve an additional probationary period of one year in the promotional position. In the event the individual is not confirmed in the promotional position the individual shall return to the previous continuing contract position.

~~shall have a one (1) year probationary period.~~ Continuing contract status for others will be as per MN Statute 122A.40

Subd. 2. Seniority for members employed after July 1, 1995: For purposes of placement of individuals on unrequested leave of absence, seniority as a member of this bargaining unit shall be based on continuous service (including authorized leaves) as a member of this bargaining unit only.

Subd. 3. Seniority non-waiver: Nothing in this agreement shall be interpreted as a waiver by an individual principal of any claim to a position in the teacher bargaining unit.

## **ARTICLE VIII RETIREMENT**

Section 1. Severance Pay: Any member of this Unit hired prior to July 1, 1988, who resigns from District 191 with at least ten (10) years of service in the District will receive severance compensation at the rate of one (1) day's pay for every day of unused sick leave. For purposes of this calculation, one day's pay is equivalent to 1/261 of the annual salary. Severance shall not exceed the statutory limit or one year's salary, whichever is less. For all other calculation purposes, the contract year includes days worked, paid vacation, and holidays.

Subd. 1. Exclusion: Severance pay shall not be granted to any principal who is discharged for cause by the School District pursuant to statute.

Subd. 2. Severance Pay Options:

A. Post Retirement Healthcare Savings Plan: Principals who retire from ISD#191 between July 1, 2009 and June 30, 2011 will have 15% of the severance amount, for which they are eligible, placed in the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan.

B. The remaining amount of severance shall be deposited into an approved 403 (b) plan of the principal's choosing up to the maximum allowed, within 60 days following retirement. Any amount that exceeds the 403 (b) annual limit will be paid out in January of the next calendar year. This amount will be deposited into an approved 403 (b) plan of the principal's choosing up to the maximum allowed. Any remaining amount will be paid out as a lump sum at that time. Deductions such as state and federal income tax, social security or TRA shall be made only as required by law.

C. All severance will be disbursed within 13 months of separation.

Section 2. Matching Contribution Eligibility (Effective November 3, 1994). A District match to an approved Minnesota deferred compensation program is available to principals hired on or after July 1, 1988. Principals are eligible for the match in their first year of employment, provided they have started by December 1st at a .5 FTE contract or more. Contributions as permitted by M.S. §356.24 will be made as follows:

Subd. 1. The District will match up to ~~\$2,000~~ \$2,500 per year to an approved program for each principal hired after July 1, 1988. In the event a principal works less than a full year or less than full-time, the match will be pro-rated based on fiscal FTE.

Subd. 2. Employees who work less than full-time will receive a pro-rated match to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

## **ARTICLE IX PROFESSIONAL ACTIVITY LEAVE**

Section 1. A professional activity leave may be granted for a period of up to one (1) year at the sole discretion of the School Board.

Section 2. Applications shall include a description of the benefit to the District educational program if the leave is granted. Applications must be submitted to the Office of the Executive Director of Human Resources by May 1 to be eligible for the subsequent year.

Section 3. A committee composed of one (1) Board member, the Executive Director of Human Resources, and one (1) unit member appointed by the unit membership shall hear all applicants within thirty (30) days of the deadline date and make recommendations to the Board of Education within thirty (30) days of the conclusion of the interview.

Section 4. Applications for a professional activity leave shall be compensated at seventy (70%) of current salary computed on the number of working days involved.

Section 5. To be eligible for a professional activity leave, a principal must have been employed in the District as a principal for at least five (5) years.

Section 6. Principals granted a professional activity leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year service in the District following termination of the leave, or pay back a prorated portion of monies paid while on leave if early release is requested.

## **ARTICLE X LEAVES AND ABSENCES**

Section 1. General Leave: Leaves may be granted for a period of up to two (2) years without pay or fringe benefits upon recommendation of the Executive Director of Human Resources and approval of the Board of Education. Insurance may be continued, subject to the rules of the carrier and at cost to the employee. This article is not subject to the grievance procedure.

At the time a leave is granted, a date will be established for tentative return to the School District and the position will be determined insofar as possible. Upon return, the individual will have all benefits reinstated.

Section 2. Leave for Military Duty:

Subd. 1. Leave for Military Duty: Principals called to required military duty by appropriate orders shall be granted leave of absence without pay for said duty and shall be returned to an appropriate and comparable assignment upon return. Credit will be allowed on the salary schedule for each year of required military service. Principals in the employ of the District, who enlists in a branch of the military at a time when his/her being drafted is imminent, shall receive

similar benefits as if he/she had been drafted. Principals on extended enlistment, or those who reenlist after completing their military obligation, do not qualify for any benefits referred to in this policy.

Subd. 2. Leave for Military Duty - Reserve Training: Any officer or employee of the School District, who shall be a member of a branch of the military service, shall be entitled to leave of absence from his/ her employment without loss of pay, seniority status, efficiency rating, vacation and sick leave, or other benefits for the time that he/she is engaged with such military leave, or other benefits for the time that he is engaged with such military organization in training, or active service ordered or authorized by proper authority pursuant to law, but not to exceed a total of fifteen (15) days in any calendar year. Copies of said orders must be submitted to the Executive Director of Human Resources in advance. For those persons whose contract year is not a complete calendar year, this leave is applicable only for the time of the specified days of the contract year.

Section 3. Extended Leave of Absence: Members of this unit may apply for such leave according to Minnesota Statute covering such leave. Conditions contained in that Statute shall be applicable if such leave is granted by the District.

Section 4. Jury Duty: Principals will receive any regular pay from the School District during the time of service on jury duty. Any sum given the principal for service on jury duty as a travel expense is to be retained by the principal. Any pay will be docked in the same amount as the sum retained for jury service.

#### Section 5. Personal Business Absence

Subd. 1. General: The general purpose of approved personal business absence leave is to provide added protection for the principal, that he/she not suffer loss for personal business affairs, the time and occurrence of which are not reasonable within his/her control and requires the personal attention of the principal and necessitates absence from work. This absence shall not be used for vacation, recreation or leisure time activities. Confirmation of the use of this absence may be required when used sequentially with school holidays or vacations.

#### Subd. 2. Procedure:

- a) Principals planning to use personal business absence shall notify the Executive Director of Human Resources, at least eighteen (18) hours in advance, except in a case of emergency approved as such retroactively by the Executive Director of Human Resources.
- b) A request made at least eighteen (18) hours in advance will automatically be granted.
- c) A retroactive request shall be ruled upon by the Executive Director of Human Resources. Such request should state the reason for absence. The decision of the Executive Director of Human Resources in such cases is final.

Subd. 3. Limitations: At the beginning of each school year, each principal shall be credited with two (2) days, cumulative to three (3) days. Leave will be pro-rated when principals work less than a full year.

#### Section 6. Personal Illness

Subd. 1. Each principal in this District will be granted twelve (12) days annual sick absence at the beginning of each contract year. Unused sick absence days may accumulate to three hundred (300)

days. 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. When a principal works less than a full year, personal illness absence will be pro-rated from the point in time a principal is eligible for LTD benefits. Excess days, if any, will be available upon return.

Section 7. Worker's Compensation: 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 8. Bereavement Absence: A maximum of (5) days per school year (not cumulative) shall be allowed for each death in any five (5) of the twelve (12) categories of bereavement family. A maximum of three (3) days per school year (not cumulative) shall be allowed for the other categories noted in the bereavement family.

The term "bereavement family" is interpreted to mean: parent/step-parent or guardian of employee, of spouse, or of those who dwell under the same roof and comprise a family or domestic establishment, spouse of employee, those who dwell under the same roof and comprise a family or domestic establishment, brother, step-brother, sister, step-sister, child, spouse of child, grandchildren, grandparents of employee or spouse or of those who dwell under the same roof and comprise a family or domestic establishment, spouse's sibling, aunt, uncle, or dependent living in the immediate household and relatives of the same degree of those who dwell under the same roof and comprise a family or domestic establishment.

Section 9. Family Illness Absences:

Subd. 1. A maximum of five (5) days per school year (cumulative to six (6)) for illnesses in the immediate family for each full-time principal: such as parent or former guardian, spouse, parent of spouse, child, those who dwell under the same roof and comprise a family or domestic establishment, or dependent living in the immediate household, sibling, aunt or uncle. The term family is interpreted to mean anyone of personal significance to a principal. Family illness leave will be pro-rated when principals work less than a full year.

Subd. 2. Sick and Injured Child Care Leave: M.S. §181.9413. Principals 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 child for such reasonable periods as the employee's attendance with the child 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. A "child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school. Principals 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 10. Professional Absence: Principals may be allowed to attend professional meetings and other activities of a professional nature with full pay.

Wherein principals attend meetings on behalf of the school and upon the instruction of central administration, expenses shall be paid by the school. Such authorization should be obtained ahead of time.

Wherein principals attend meetings, or visitations, etc., of a professional nature at the expense of the School District, a written report suitable for publication, or distribution among the professional staff, is expected so that all may benefit by the professional experience.

#### Section 11. Maternity Absence

Subd. 1. The start of a physical disability absence for childbirth shall be determined by the principal's physician. The end of a physical disability absence for childbirth shall be determined by the principal's physician, estimated at the time of the child's birth.

Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the principal must provide the above information to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start-end times are always open to modification by the physician.

Subd. 3. The principal 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 principal on maternity absence shall continue to receive all benefits while absent and shall receive sick pay to the limit accumulated by the principal, but not to exceed thirty (30) days. In the event a principal is medically disabled due to pregnancy, delivery or recovery for more than 30 days and is eligible to receive long term disability benefits, she may supplement LTD pay with accrued sick leave as per Article VI, Section 3, Long-Term Disability.

#### Section 12. Parental Leave

Subd. 1. Parental leave of absence shall be available to principals 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 principal's child, or in the case of adoption, when the child is physically turned over to the principal/parent. Only one (1) parent is eligible for parental leave for each pregnancy.

Subd. 2.

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 maternity absence.

b) Upon filing an application for adoption of a child, the employee shall be required to notify the employer, in writing, of the principal's intention to take a parental leave. Such notice is to include the estimated date when such leave shall become effective.

Subd. 3. In connection with election to take parental leave, the principal 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 day 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 must coincide with a quarter or semester break.

Subd. 4. 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 principal/parent.

Subd. 5. If a principal complies with all the provisions of this Section, parental leave shall be granted by the employer. The employer shall notify the principal in writing of its action.

Subd. 6. By mutual agreement, the length of the parental leave may be altered.

Subd. 7. A principal returning from parental leave shall be reemployed in the principal's former position if available. If that position is not available, then to a position for which the principal is qualified.

Subd. 8. The principal must return on the return date stated in Subd. 3 unless the principal requests another return date within ninety (90) days of the commencement of the parental leave.

Subd. 9. A principal returning from parental leave will be placed on the next higher step on the salary schedule when the parental leave commences provided the principal has served three-fourths (3/4) year in that school year. A principal serving less than three-fourths (3/4) year will return at the same step that the principal was on when the leave commenced. A principal returning to employment after a parental leave will be credited with the amount of sick absence accumulated at the commencement of the leave.

Subd. 10. A principal on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as the principal 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 principal does not return to the District pursuant to this Section, except as provided by law.

Subd. 11. A parental leave of absence granted under this Section shall be a leave without pay.

Subd. 12. At the principal's request, a parental leave may commence at a date preceding childbirth. In such cases, principals shall not be eligible for sick absence benefits as established by the Section on Maternity Absence.

Subd. 13. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

### Section 13. Attendance Incentive

A principal who as of July 1, 2014,

(a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,

(b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and  
(c) has taken one (1) or less leave days in the 365 day measurement period immediately preceding that April 15,

shall have sufficient leave days converted at the rate in effect on that April 15 to equal seven hundred and fifty dollars (\$750) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

A principal who as of July 1, 2014

(a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,  
(b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and  
(c) has taken more than 1 leave day up to three (3) leave days in the last 365 day measurement period immediately preceding that April 15,

shall have sufficient leave days converted at the rate of pay in effect on that April 15 to equal four hundred and fifty dollars (\$450) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

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

"Leave days" include all absences except Bereavement, Vacation, District Professional leave days, 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 one hundred and fifty dollars (\$150) per day.

## **ARTICLE XI PERSONNEL FILES**

### Section 1.

Subd. 1. All evaluations and files relating to an individual shall be available during regular business hours to that employee.

Subd. 2. Employees shall be given an opportunity to read and sign all evaluations generated within the District before they are entered in the permanent file.

Subd. 3. Contents of files may be examined subject to the availability of a supervisor.

Subd. 4. An employee may attach a signed explanation, rebuttal or amplification to any materials and such documents shall become a part of the individual file.

Subd. 5. Any in-district generated material may be reproduced at the request of the individual. Cost of reproduction shall be borne by the individual.

Subd. 6. The administrator charged with the responsibility for evaluating members of the Principals' Unit is the only individual permitted to carry out such evaluation and to place documentation from such evaluation in the file of the Unit member. All other documents may not be placed in personnel files without the knowledge of the Unit member. With the exception of annual evaluations, all documents must be placed in the personnel file by June 30<sup>th</sup> of the year in which they were generated.

## **ARTICLE XII 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 Association believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. The grievor shall meet with the grievant within ten (10) days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the file.

Section 3. Level II: In the event the grievant or the Association is not satisfied with the decision rendered at Level I, the grievant 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. The Executive Director of Human Resources shall respond, in writing, within fifteen (15) days after the meeting.

Section 4. Level III: If the employee or the Association is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitrator. 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.R.B. Board, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have an Association representative either join or represent him/her at any level at the employee's discretion.

Section 6. If a grievance is not responded to at Levels I and/or II within the time limits and the limits have not been mutually waived, the alleged grievance automatically moves to the next level.

Section 7. 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.

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

Section 9. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of his participation in this grievance procedure.

Section 10. 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. The Executive Director of Human Resources may appoint a designee to act at Level II.

**ARTICLE XIII  
PUBLICATION OF CONTRACT**

Copies of this Agreement shall be printed at the Board's expense and distributed to every Unit member now or hereafter employed during the life of the Agreement.

**ARTICLE XIV  
DURATION**

Section 1. This contract shall be effective as of July 1, ~~2011~~ 2013, and shall continue in effect through June 30, ~~2013~~ 2015, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. This Agreement constitutes the full and complete agreement between the School Board and the Burnsville Principals' Association. 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. 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 thereof under different circumstances.

Section 4. This contract shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, the signed agreement to this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For: Burnsville Principals Association

For: ISD #191

\_\_\_\_\_  
President, BPA

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

---

Chief Negotiator, BPA

---

Board Clerk

---

Date

---

Stacey Sovine, Executive Director of Human Resources

Tentative Agreement

<b>APPENDIX A</b>		
<b>Salary Schedule</b>		
<b>2013-2014</b>		
	<b>Licensed</b>	<b>MA+60</b>
<b>Assistant</b>		
<b>Step 1</b>	\$ 104,900	\$ 108,500
<b>Step 2</b>	\$ 106,500	\$ 112,200
<b>Elementary</b>		
<b>Step 1</b>	\$ 107,800	\$ 111,500
<b>Step 2</b>	\$ 109,400	\$ 115,300
<b>Junior High</b>		
<b>Step 1</b>	\$ 113,800	\$ 117,700
<b>Step 2</b>	\$ 115,500	\$ 121,700
<b>Senior High</b>		
<b>Step 1</b>	\$ 121,900	\$ 126,000
<b>Step 2</b>	\$ 123,600	\$ 131,600
<b>All Principals</b>		
<b>Longevity 15th</b>	\$ 750	\$ 750
<b>Longevity 20th</b>	\$ 1,500	\$ 1,500

Tentative Agreement

<b>APPENDIX B</b>		
<b>Salary Schedule</b>		
<b>2014-2015</b>		
	<b>Licensed</b>	<b>MA+60</b>
<b>Assistant</b>		
<b>Step 1</b>	\$ 107,000	\$ 110,700
<b>Step 2</b>	\$ 108,700	\$ 114,500
<b>Elementary</b>		
<b>Step 1</b>	\$ 110,000	\$ 113,800
<b>Step 2</b>	\$ 111,600	\$ 117,700
<b>Junior High</b>		
<b>Step 1</b>	\$ 116,100	\$ 120,100
<b>Step 2</b>	\$ 117,900	\$ 124,200
<b>Senior High</b>		
<b>Step 1</b>	\$ 124,400	\$ 128,600
<b>Step 2</b>	\$ 126,100	\$ 134,300
<b>All Principals</b>		
<b>Longevity 15th</b>	\$ 750	\$ 750
<b>Longevity 20th</b>	\$ 1,500	\$ 1,500

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, ~~2011~~ 2013 through June 30, ~~2013~~ 2015.

2. This MOU applies to the following employees as indicated:

Gary Hamilton  
Janice Porter  
Elaine Mehdizadeh  
Eugene Roczniak

3. Notwithstanding the collective bargaining agreement Article VI, Section 6, identified employees shall be eligible for the following language:

- a. Retirement. Upon retiring from the District with at least ten (10) years of full-time service in the District, an employee who is at least fifty-five (55) years of age may continue to participate in the group health insurance plan and group dental insurance plan that the District makes available to active employees of the District during that period of time.
- b. The District will continue to provide health and dental benefits according to the following schedule. Should the principal become eligible for Medicare while still receiving a district contribution, the employee and his/her dependents must go on Medicare. The district will reimburse the employee the cost of a Medicare supplement on a semi-annual basis. The cost of the supplement may not exceed the amount the district is currently contributing towards insurance for the retiree.
- c. Years of District Service + years as a Principal >10: 6 years of Single at 100%. The premium contribution terminates (6) six years from the date of retirement.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, ~~2013~~ 2015.

Burnsville Principal Association  
Burnsville, MN 55337

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

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

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

Dated: \_\_\_\_\_ 2014

Dated: \_\_\_\_\_ 2014

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2011 through June 30, 2013.

2. This MOU applies to the following employees as indicated:

Doug Steele

3. Notwithstanding the collective bargaining agreement Article VI, Section 6, Subd 1., paragraph C., the identified employee shall be eligible for the following language:

If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than thirty (30), then for a period of nine (9) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that the District contributed on behalf of the employee for the month immediately before the employee retired.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2013.

Burnsville Principal Association	Independent School Dist. 191
Burnsville, MN 55337	100 River Ridge Court
	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____ 2013	Dated: _____ 2013
-------------------	-------------------

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2011 2013 through June 30, 2013 2015.

2. This MOU applies to the following employees as indicated:

Delonna Darsow

3. Notwithstanding the collective bargaining agreement Article VI, Section 6, Subd 1, the identified employee shall be eligible for the following language:

Retirement. Upon retiring from the District with at least ten (10) years of full-time service in the District, an employee who is at least fifty five (55) years of age, or who has received Teacher Retirement Association credit for not less than 30 years allowable service regardless of age, may continue to participate in the group health insurance plan and group dental insurance plan that the District makes available to active employees of the District during that period of time. For any employee hired after January 1, 2011, the District will not contribute toward the employee's health insurance premium after the employee retires. For employees hired before January 1, 2011, the amount and duration of the District's contribution toward the employee's health insurance premium after retirement will be pursuant to the applicable paragraph A, B, C, or D in Article VI, Section 6, Subd 1:

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2013 2015.

Burnsville Principal Association \_\_\_\_\_ Independent School Dist. 191  
Burnsville, MN 55337 \_\_\_\_\_ 100 River Ridge Court  
\_\_\_\_\_ Burnsville, MN 55337

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

Dated: \_\_\_\_\_ 2014 \_\_\_\_\_ Dated: \_\_\_\_\_ 2014

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2011 through June 30, 2013.

2. This MOU applies to the following employees as indicated:

Kay Fecke

3. Notwithstanding the collective bargaining agreement Article VI, Section 6, identified employees shall be eligible for the following language:

- a. Retirement. Upon retiring from the District with at least ten (10) years of full-time service in the District, an employee who is at least fifty five (55) years of age may continue to participate in the group health insurance plan and group dental insurance plan that the District makes available to active employees of the District during that period of time.
- b. The District will continue to provide health and dental benefits according to the following schedule. Should the principal become eligible for Medicare while still receiving a district contribution, the employee and his/her dependents must go on Medicare. The district will reimburse the employee the cost of a Medicare supplement on a semi-annual basis. The cost of the supplement may not exceed the amount the district is currently contributing towards insurance for the retiree.
- c. Years of District Service + Years as a Principal > 40: 8 years of Single or Dependent at 100%. The premium contribution terminates (8) eight years from the date of retirement.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2013.

Burnsville Principal Association	Independent School Dist. 191
Burnsville, MN 55337	100 River Ridge Court
	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____ 2013	Dated: _____ 2013
-------------------	-------------------

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.
2. The intent of this MOU is to avoid any unforeseeable penalties under the Health Care Reform Act. If faced with a pending fine, the district may improve the health care coverage for one or more individuals within the Union according to paragraph three (3) of this MOU.
3. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through the execution of the 2013-2015 Master Agreement.

Burnsville Principal Association  
Burnsville, MN 55337

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

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

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

Dated: \_\_\_\_\_ 2014

Dated: \_\_\_\_\_ 2014

# BURNSVILLE EAGAN SAVAGE

## Independent School District 191

---

AGENDA ITEM: III. B

To: Members of the Board of Education

From: Superintendent Joseph Gothard

Date: June 30, 2014

RE: **Proposed adoption of the Terms and Conditions of Employment for Unaffiliated Employees of Independent School District 191.**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2014 - 2015 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE UNAFFILIATED EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.**

There are 30 Unaffiliated Specialists and Confidential Supervisory employees. The Terms are reviewed and updated on an annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and are in compliance under State Pay Equity regulations.

**The major language items include:**

- Adding the Director of Diversity and Integrated Services to Tier Ib.
- Adding the position of Teaching and Learning Team Coordinator, Information Systems Coordinator, Coordinator of Student Information and Testing to Tier IIb
- Adding the BHS Theater Operations Manager to Tier III
- Added Management Factor to Tier I
- Increased 403(b) match to 2,500
- Updated addendum for current employees and positions.

**Economic terms include:**

Total

- 2-2.25% increase on the 2014-2015 maximum salary ranges
- Increased cost \$111,750
- MSBA increase is 3.78%

**2014-2015 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:  
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES**

**Purpose.** This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

**Unaffiliated/Supervisor Employees.** For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier I:           a)     Executive Director of Human Resources, Executive Director of Business Services, Assistant Superintendent
- b)     Director of Diversity and Integrated Services
  
- Tier II:           a)     Director of Technology, Director of Accounting
- b)     Special Education Coordinator; Human Resources Coordinator; Teaching and Learning Team Coordinator, Information Systems Coordinator, Coordinator of Student Information and Testing, District Technology Coordinator; Communications Coordinator, Assistant Director of Food Services, Community Education Manager, Coordinator of Instructional Technology
  
- Tier III:           Registrar; Bursar; Human Resources Benefit Specialist, BHS Theater Operations Manager, Academic Enrichment Coordinator
  
- Tier IV:           Cultural Liaison

**At-Will Employment.** The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Performance of Duties.** Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s

job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

**Notice of Assignment.** The District will give each employee an annual notice of assignment containing additional information about the employee's position, including the following: (1) the employee's annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is "exempt" or "non-exempt" under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

**Individual Contracts.** In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Full-Time Employment.** For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1400 hours per year according to the notice of assignment issued by the District.

**Calendar of Duty Days.** After receiving a notice of assignment, each employee must develop a calendar identifying the employee's duty days and non-duty days. The employee must then

submit the calendar to the employee’s supervising administrator for approval. The supervising administrator may require the employee to modify the calendar.

**Compensation.** The Board will determine the compensation of each employee covered by this policy. For the 2013-2014 2014-2015 school year and the 2014-2015 school year, the Board will use the following ranges as a guide when determining the compensation of each employee:

		<b>2014 -2015 Range</b>	
		<b>Minimum</b>	<b>Maximum</b>
Tier I	a	\$135,000	\$145,000
	b	\$118,000	\$128,000
Tier II	a	\$103,000	\$110,000
	b	\$75,000	\$91,000
Tier III		\$43,000	\$55,000
Tier IV		\$18.00/hour	\$26.00/hour

**Additional Compensation.** A Tier I or Tier II employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee’s position with the District. If the Board or the Superintendent requires a Tier I, Tier II, or Tier III employee to work more duty days than the number identified in the employee’s notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee’s daily rate of pay or hourly rate of pay, as applicable.

A Tier I employee will receive \$2,500 management factor added to their salary per fiscal year.

**Daily and Hourly Rate of Pay.** In the event the District needs to determine a daily rate of pay for a Tier I, Tier II or Tier III employee, the employee’s annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a full-time Tier I, Tier II, or Tier III employee, the employee’s daily rate of pay will be divided by eight hours.

**Holidays.** In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

- |                       |                              |
|-----------------------|------------------------------|
| 1. New Year’s Eve Day | 6. Thanksgiving Day          |
| 2. New Year’s Day     | 7. Day after Thanksgiving    |
| 3. Memorial Day       | 8. Christmas Eve Day         |
| 4. Independence Day   | 9. Christmas Day             |
| 5. Labor Day          | 10. One (1) Floating Holiday |

**Insurance Benefits.** As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the

District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make arrangements with the carrier to permit Tier I or Tier II employees to purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier and the District. Tier III or Tier IV employees may purchase additional coverage up to \$100,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or

guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

**Sick Leave.** Each full-time employee will earn sick leave at the rate of seventeen (17) days per school year and may accumulate a maximum of 300 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.
- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

**Bereavement Leave.** An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this

Agreement, “immediate family” includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

**Personal Leave.** An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent’s or administrator’s assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

**Jury Duty.** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee’s regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

**Other Types of Leave.** To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

**Sick Leave Credit.** If an employee is enrolled in the district’s group insurance plan and has at least three (3) sick days available from the previous fiscal year, at the beginning of each fiscal year, three (3) sick days will be converted to the equivalent of three (3) days of the employee's daily rate of pay and contributed into the employee's HRA account.

**Expense Reimbursement.** The District will reimburse employees for mileage and reasonable expenses of job related activities. For Tier 1 and Tier IIa employees, the District shall provide a monthly allowance of Two Hundred Dollars and No Cents (\$200.00) for business use of the employee’s private automobile, pursuant to M.S. §471.665, Subd. 1. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

**Tuition Reimbursement.** Tier II, Tier III or Tier IV employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. Coursework taken by a Tier I employee, hired prior to December 30, 2012, must be preapproved by the Superintendent to receive full tuition reimbursement. All employees must submit appropriate documentation to the

District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fall system, in order to be eligible for tuition reimbursement.

**Flexible Benefit Plan.** The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

**Matching Contribution Eligibility.** Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$1,700 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to ~~\$2,000~~ \$2,500 per year to an approved Minnesota deferred compensation program. The District will match up to \$3,000 per year for Tier I employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.
- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed forty thousand dollars (\$40,000) during the employee's entire period of employment with the District.

**Post-Retirement Health Insurance Benefits for Tier I Employees.** If a Tier I employee was hired before January 1, 2010 and retires in good standing with at least fifteen (15) years of full-time employment with the District as a Tier I employee, the District will contribute up to sixteen thousand dollars (\$16,000) per year toward the cost of the employee's post-retirement health

insurance for a period of seven (7) years after the employee retires, or until the employee becomes eligible for Medicare, whichever occurs first.

**Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.**

## ADDENDUM

This Addendum applies to the following employees in their current positions as indicated:

Constance Erickson (~~Director of Planning & Technology~~ Coordinator of Student Information and Testing)

Brady Hoffman (Director of Accounting Services)

~~Julie Kronabetter (Assistant Director of Food Service)~~

Michele Starkey (Community Education Senior Citizen Programs Coordinator)

Pursuant to an Order of the Bureau of Mediation Services, the positions held by the foregoing employees were excluded from the District-Wide Administrator's unit effective December 13, 2012. Accordingly, the terms and conditions of employment for such positions will be governed by the ~~2012-2013~~ 2014-2015 General Terms and Conditions of Employment: Unaffiliated Specialists or Supervisory Employees ("Policy") and any subsequent such policy adopted by the School District. For the employees identified in this Addendum the following provisions also apply effective December 13, 2012:

1. **Position Elimination**

If the employee leaves the District because of a discontinued position he/she shall receive seven (7) days' pay at the current rate for each year of service in the District to a maximum of 130 days' pay.

2. **Vacation Pay**

The employees identified herein shall be paid a lump sum equal to their accrued unused vacation as of June 30, 2012. Such payment shall be made no later than 21 days from the date of this Addendum, and the payment shall be subject to applicable payroll withholdings and deductions.

3. **Post Retirement Health Insurance Benefits/Early Retirement**

a. For Constance Erickson only: the District shall contribute 75% of the dollar amount of the premium in effect at the time of Ms. Erickson's retirement until she is eligible for Medicare. A portion of the premium not paid by the District shall be paid by Ms. Erickson.

b. For Brady Hoffman, ~~Julie Kronabetter~~ and Michelle Starkey: If the employee reaches age 55 and has at least ten (10) years of continuous service in the District, he/she shall be eligible to continue participation in the District Group Medical/Hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The employee shall be responsible for the total cost of the premiums.

\*The post-retirement health insurance benefits for Tier I employees in the Policy (page 7) shall have no application to the employees identified in this Addendum.

4. **Group Term Life Insurance**

The District will pay 100% of the premium for a group term life insurance policy with a death benefit of Fifty Thousand Dollars (\$50,000) for each full-time employee who qualifies for life insurance. Employees may purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier in the District.

\*The Group Term Life Insurance provision in the Policy (page 4) shall have no application to the employees identified herein while this Addendum is in effect.

5. **Tuition Reimbursement**

The District will reimburse tuition costs for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to employees on leave.

\*The Tuition Reimbursement provision of the Policy (page 6) shall have no application to the employees identified herein while this Addendum is in effect.

6. **Longevity Pay**

After ten (10) years of District service, the employees are eligible for a \$500 stipend; after fifteen (15) years of District service, the employees are eligible for a \$1000 stipend; after twenty (20) years, a \$2,000 stipend.

The provisions of this Addendum shall apply to each of the employees identified herein until they leave their current position or until termination of employment. Upon either of those events, this Addendum shall cease to have any application whatsoever to the employee, the position previously held by the employee, or to the terms and conditions of employment for subsequent employees hired to the position.

This Addendum does not constitute a precedent or past practice, nor shall it have any application to provisions or language in the School District's collective bargaining agreements or policies, except as specifically set forth herein.

7. **Special Circumstance**

The District will pay Constance Erickson a base salary of \$106,500 for the 2014-2015 school year.

Date of Addendum: \_\_\_\_\_

# **BURNSVILLE EAGAN SAVAGE**

## **Independent School District 191**

### **Human Resources**

---

AGENDA ITEM: IILC

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Stacey Sovine  
Executive Director of Human Resources

Date: June 30, 2014

RE: **Collective Bargaining Agreement with the Burnsville District-wide Administrators**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2013-2015 MASTER AGREEMENT WITH THE BURNSVILLE DISTRICT-WIDE ADMINISTRATORS**

The District reached a tentative agreement on a new, two-year contract with the District-wide Administrators on June 19, 2014. There are 13 individuals within the unit. Work on the two year agreement started on May 29, 2014 and extended over two bargaining sessions. During the collective bargaining process, 10 language items were on the table for discussion.

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

- Modified language around emergency closing
- Added attendance incentive language
- Increase matching program to \$2,500 from \$2,300
- Modified insurance language to reflect current plan
- Aligned step advancement language to other agreements
- Provided longevity increment of 5 years
- Steps both years.

**Economic terms agreed to include:**

- 2% increase each year on career increment steps
- 2 year increased cost \$137,000.
- MSBA 2 year package increase is 5.57%

# **MASTER AGREEMENT**

**July 1, ~~2011~~ 2013 – June 30, ~~2013~~ 2015**

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE, MINNESOTA**

**and**

**DISTRICTWIDE ADMINISTRATORS  
ASSOCIATION**

## ARTICLE I - GENERAL INFORMATION

### **Section 1. RECOGNITION**

This agreement between Independent School District 191 and ISD 191 Districtwide Administrators Association covers the year July 1, ~~2011~~ 2013 – June 30, ~~2013~~ 2015. In the event that a new agreement has not been mutually adopted by July 1, ~~2013~~ 2015, this agreement will remain in effect; individual salaries for ~~2013-2014~~ 2015-2016 will remain at the ~~2012-2013~~ 2014-2015 amounts until a new agreement is reached, and the new agreement will determine salaries for ~~2013-2014~~ 2015-2016.

The ISD 191 Districtwide Administrators Association is recognized as the exclusive representative of this unit. Duly authorized representatives of the Association are permitted to conduct Association business on school property during regular business hours with notification of supervisor so long as it does not interfere with normal District operations.

### **Section 2. INITIAL PLACEMENT**

In the event of a change in personnel, initial salary schedule placement determination is the responsibility of the Superintendent of Schools or designate. Prior to making the determination, the Superintendent or designate shall consult with the supervisor of the position to determine the initial salary step. Experience, training, past performance and other factors may be considered in initial placement.

### **Section 3. PROBATIONARY PERIOD**

All Districtwide Administrators selected to work in a position for which an educational license is not required shall serve a one year probationary period. A Districtwide Administrator selected to work in a position for which an educational license is required will serve a probationary period consistent with MN. Statute 122A.40. A Districtwide Administrator can be released or removed during probation, provided his/her performance has been reviewed three times.

### **Section 4. SALARY INCREASES**

A salary increase under this contract shall be conditional, based upon a year of satisfactory service to the District.

An Administrator shall be deemed to have had a year of satisfactory service unless the Administrator has been notified to the contrary in writing by January 15<sup>th</sup> of that year, and prior to March 15 the Administrator has had the opportunity to have consulted and worked with the Administrator's immediate supervisor in raising the level of job performance.

After the procedures set forth in the preceding paragraph have been followed, and assuming dismissal proceedings have not been instituted, an Administrator who has had a year of unsatisfactory service will not be granted a salary increase.

### **Section 5. PERSONNEL FILES**

An Administrator shall have access to his or her own personnel file. The Administrator may copy material in the file at the Administrator's own expense. Administrators shall have the opportunity to read and sign all formal personal performance evaluations before they are entered in the personnel file. An Administrator may attach a signed explanation, rebuttal or amplification to any material entered in the Administrator's personnel file.

### **Section 6. POSITION ELIMINATION**

For employees hired into the unit prior to October 1, 2012, if an Administrator leaves the District because of a discontinued position, they shall receive seven (7) days pay at the current rate for each year of service in the District to a maximum of 130 days pay.

## **ARTICLE II - CALENDAR**

### **Section 1. BASIC WORK YEAR**

The normal work year for Administrators is 12 months. When the work year is less than 12 months or less than eight hours per day, leave benefits will be prorated.

When applicable, prorated salaries shall be computed by dividing the annual salary by the number of days in the work year; i.e., 261 days for full time 12 month employees.

If an Administrator is dismissed from work or told not to report by order of the Superintendent because of an emergency situation, a full day's wages shall be paid.

### **Section 2. VACATION**

A. Each full-time administrator shall have twenty-eight vacation days.

B. All vacation time must be taken within 24 months of the start of the fiscal year in which it is received or be forfeited.

C. Effective July 1, 2012, Districtwide Administrators can exchange up to three (3) days of vacation for cash which will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary if the employee is a 12-month employee. Employees must notify Human Resources of the election in writing by June 15th of the previous fiscal year.

D. An Administrator who terminates employment during a fiscal year is entitled to vacation benefits earned during that fiscal year. The Administrator may elect to take the earned vacation days before the date of termination or to accept a lump sum payment at the current rate for unused days. An Administrator who uses unearned vacation must reimburse the District at the time of termination.

### **Section 3. HOLIDAYS**

Administrators will have ten holidays each year: Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Memorial Day, and one (1) additional holiday as determined consistent with the academic calendar. Effective July 1, 2004, Districtwide Administrators may select one of the following days as the holiday that is consistent with the academic calendar; Education Minnesota Conferences (the third Thursday or Friday in October), Martin Luther King Day, Good Friday/Passover.

## **ARTICLE III - ABSENCES**

### **Section 1. PERSONAL ILLNESS ABSENCE**

Administrators will be granted twelve (12) days annual personal illness absence at the beginning of each contract year. Unused days may accumulate to 180 days.

If an Administrator is absent for more than 30 consecutive working days, income protection insurance will take effect according to the terms of the existing LTD insurance policy. Any excess days will be available upon return.

Doctor and dental appointments may be considered as personal illness absence.

Upon terminations of employment, the District will be reimbursed for personal illness absences taken but not earned.

## **Section 2. CONDITIONAL USE FAMILY ILLNESS AND BEREAVEMENT ABSENCE**

Districtwide Administrators will have (10) days of conditional use, paid time off days. These days will not accrue. These days are to be used exclusively for the purpose of family illness and/or bereavement. Family is defined as parent or former guardian, spouse, siblings, parent of spouse, child, or dependent living in the immediate household and those who dwell under the same roof and comprise a family or domestic establishment.

In the event a second death occurs in a fiscal year, the Executive Director of Human Resources can grant additional, reasonable time off.

## **Section 3. SICK OR INJURED CHILD CARE LEAVE (§ 181.9413)**

Administrators 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 child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use personal illness benefits for the employee's own illness. This section applies only to personal illness benefits payable to the employee from the employer's general assets.

A "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

## **Section 4. PERSONAL BUSINESS ABSENCE**

Administrators will receive two (2) days each contract year for personal business activities that cannot be handled outside the normal work day. These days may not accumulate beyond the year in which they are received.

## **Section 5. PROFESSIONAL ABSENCE**

Administrators may be allowed to attend professional meetings and other activities of a professional nature with full pay. Advance authorization must be obtained.

## **Section 6. RELIGIOUS ABSENCE**

Administrators may use two (2) days of sick absence or personal absence per year as religious absence for religious observance of a sacred holiday when such observance cannot take place outside the normal work day. Written application must be made to the Executive Director for Human Resources at least ten (10) days in advance.

## **Section 7. JURY DUTY**

Administrators will receive their regular pay from the District while on Jury Duty. Any money paid to the Administrator for Jury Duty service will be turned over to the District. Any money paid to the Administrator for travel expense will be retained by the Administrator.

## **Section 8. EMERGENCY CLOSINGS**

In the event the Superintendent closes schools for a snow day or another emergency, Districtwide Administrators can take a vacation day, or personal day, or telecommute for the day.

## **Section 9. Attendance Incentive**

An employee who as of July 1, 2014,

(a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,

(b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and

(c) has taken one (1) or less leave days in the 365 day measurement period immediately preceding that April 15,

shall have sufficient leave days converted at the rate in effect on that April 15 to equal seven hundred and fifty dollars (\$750) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employee who as of July 1, 2014

(a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,

(b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and

(c) has taken more than 1 leave day up to three (3) leave days in the last 365 day measurement period immediately preceding that April 15,

shall have sufficient leave days converted at the rate of pay in effect on that April 15 to equal four hundred and fifty dollars (\$450) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

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

"Leave days" include all absences except Bereavement, Vacation, District Professional leave days, 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 one hundred and fifty dollars (\$150) per day.

## **ARTICLE IV - LEAVES**

### **Section 1. PROFESSIONAL ACTIVITY LEAVE**

A professional activity leave to pursue a prescribed course of study may be granted for a period of up to one year at the sole discretion of the School Board. Applications shall include a description of the benefit to the District.

A committee of one Board member, the Superintendent of Schools and one Administrator named by the Association shall interview applicants within 30 days of the deadline date and make a recommendation to the Board of Education within 30 days of the conclusion of the interview.

Applicants awarded such leave shall be compensated at 70 percent of the current salary computed on the number of working days involved.

To be eligible for such leave, an Administrator must have been an Administrator in the District's employ for at least five (5) years. Administrators granted such leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year, service in the District following termination of the leave or pay back a prorated portion of the monies paid while on leave if early release is requested. This item is not subject to the grievance procedure.

### **Section 2. GENERAL LEAVE**

A leave may be granted for up to two (2) years without pay or fringe benefits upon recommendation of the Superintendent and approval of the Board. Insurance may be continued subject to the rules of COBRA and at the expense of the employee.

At the time a leave is granted, a date will be established for tentative return to the position in the District insofar as is possible. Upon return, the employee shall have all benefits applicable to this agreement reinstated subject to completion of enrollment forms.

This item is not subject to the grievance procedure.

### **Section 3. MATERNITY LEAVE**

Maternity disability absence shall be treated as any other temporary disability.

### **Section 4. PARENTAL LEAVE**

An unpaid parental leave of up to a maximum of one (1) year shall be available to Administrators for the purpose of caring for a child for which the Administrator has legal responsibility. The request for parental leave shall include an estimated commencement date and return date. The estimated commencement date shall be following the physician's estimated date of cessation of disability. For an adoption, the commencement date shall be immediately following when the child is turned over to the parent. Insurance benefits may be continued at the employee's expense per COBRA.

## **ARTICLE V - MATCHING CONTRIBUTION & SEVERANCE PAY**

### **Section 1. Matching Contribution**

Effective July 1, 2012, the District will match up to \$1,500 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a Districtwide Administrator has completed one year of service, the District will match up to \$2,300 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all Districtwide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1<sup>st</sup>. The contribution will remain in effect for the duration of the fiscal year.

Effective July 1, 2014, the District will match up to \$1,700 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a Districtwide Administrator has completed one year of service, the District will match up to \$2,500 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all Districtwide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1<sup>st</sup>. The contribution will remain in effect for the duration of the fiscal year.

## **ARTICLE VI - CONTINUATION OF BENEFITS**

### **Section 1. TERMINATION**

Upon termination of employment, all District contributions shall cease. An employee may continue to participate in health and accident group plans pursuant to law and/or carrier conversion provisions, if any.

### **Section 2. LEAVES OF ABSENCE**

An employee on a District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

### **Section 3. DISABLED EMPLOYEE**

An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier, and the District shall make normal contractual contributions for health and accident insurance for the period of three years from the time he/she qualifies for LTD benefits. When a districtwide administrator becomes eligible for long-term disability benefits (31<sup>st</sup> day of disability), vacation, personal days, sick leave, bereavement, and family illness leave shall be pro-rated based upon time worked.

### **Section 4. DEATH OF AN EMPLOYEE**

The family of a deceased employee may continue to participate in the group health and hospitalization insurance plan for up to 36 months following the death of the employee by paying the total cost of the premium.

### **Section 5. EARLY RETIREMENT**

An Administrator who has reached age 55 and who has at least ten (10) years of continuous service in the District shall be eligible to continue participation in the District group medical/hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The administrator will pay the premium.

For Administrators ranked at 14 and above and who were hired before July 1, 1998, the District shall contribute 75% of the dollar amount of the premium in effect at the time of the Administrator's retirement until the Administrator is eligible for Medicare. The portion of the premium not paid by the District shall be paid by the Administrator.

## **ARTICLE VII - INSURANCE BENEFITS**

### **Section 1. HEALTH AND ACCIDENT COVERAGE**

For all Districtwide Administrators who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District base plan, the District contribution for individual or dependent coverage shall be as follows:

~~A. For all District-wide Administrators who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on an insurance plan which shall consist of a high deductible insurance plan with a 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.~~

~~B. For all District-wide Administrators who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 83% of the dependent, (composite) premium. The composite premium shall be based on an insurance plan which shall consist of a high deductible insurance plan with a 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.~~

~~C. Effective July 1, 2010, when a district-wide administrator and his/her spouse are employed by the district and are both eligible for insurance, either the husband or the wife will contribute an amount equal to 5% of the single premium towards family coverage.~~

A. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

B. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 83% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA

and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

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

D. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

## **Section 2. LIFE INSURANCE**

The District shall pay for \$50,000 term life insurance for all Administrators who enroll in the term life program. Effective January 1, 2009, pursuant to the terms of the policy purchased by the District, all Districtwide Administrators shall pay for an additional \$200,000 of life insurance via pay roll deduction.

## **Section 3. LONG TERM DISABILITY INSURANCE**

Administrators shall be covered by the District policy in effect for Long Term Disability insurance. The conditions of the carrier shall be controlling.

At the Administrator's request, and upon qualifying for Long Term Disability payments, the District will pay to Administrators who have accumulated over 30 days of personal illness leave the remaining fraction of regular income with 1/3 or 1/4 day subtracted from the total number of remaining personal illness leave days. This supplement will continue until remaining personal illness leave is exhausted or until the employee has been disabled for six (6) months.

For purposes of qualifying for retirement benefits after a disability absence of six (6) months, the eligible Administrator will be returned to personal illness until such leave is exhausted. Accumulated personal illness leave must be exhausted before the employee may reapply for LTD benefits.

## **Section 4. DENTAL INSURANCE**

For each Administrator, the District shall contribute the total cost of the premium for individual and dependent coverage as set forth under the policy in effect in the District.

## **Section 5. LIABILITY INSURANCE**

The District will provide liability insurance coverage for each Administrator.

# **ARTICLE VIII - MISCELLANEOUS BENEFITS**

## **Section 1. MILEAGE AND EXPENSE**

**EXPENSES:** The District will reimburse Administrators for mileage and expenses of job related activities pursuant to School Board Policy upon submission of proper forms.

## **Section 2. TAX SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS**

Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Administrators. Regulations and procedures are available in the Human Resources Office. The District's 403(b) Committee, comprised of members from every bargaining unit will review board policy and regulations annually for compliance with State and Federal laws.

The Districtwide Administrators shall appoint a member to represent the unit on the District's 403(b) Committee. The committee recommended the following 403(b) vendors; Fidelity, Fidelity via Educators Financial Services (E.S.I.), AXA (Equitable) and Lincoln Financial Services. All bargaining units approved the plans in November, 2008 for implementation January 1, 2009.

All deposits including employee elections and employer matches will be deposited into one of the above plans. Any employee hired after January 1, 2009 who elects to defer compensation in to a 403(b) account will be automatically enrolled in Fidelity unless they affirmatively opt out and select one of the other approved vendors.

The District will institute a standing 403(b) Committee comprised of representatives from each bargaining unit with representation determined by the size of each group.

### **Section 3. FLEXIBLE BENEFIT PLAN**

The School District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

### **Section 4. PROFESSIONAL MEMBERSHIPS**

The District will fund memberships in not more than two state organizations and not more than one national organization for each Administrator. All such memberships must be consistent with the Administrator's assignment and subject to advance approval of the immediate supervisor. Exceptions may be granted by the Superintendent.

### **Section 5. TUITION REIMBURSEMENT**

Sub 1. For individuals hired prior to July 1, 2010, the District will reimburse tuition costs to Administrators for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to Administrators on leave.

Subd 2. Employees hired after July 1, 2010 are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2012, employees who have earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year above the salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

### **Section 6. PROFESSIONAL DEVELOPMENT**

The District supports continuous improvement and development of all personnel. Administrators are encouraged to attend professional meetings and other activities of a professional nature. The District will pay expenses associated with authorized professional meetings and activities. The event must be germane to the administrator's assignment. The administrator's immediate supervisor must approve the activity.

### **Section 7. EXCEPTIONAL SERVICE PAY**

Subd. 1. When Districtwide Administrators teach courses through the District Staff Development Department or Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When Districtwide Administrators render special services that both the Association and the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the special service performed.

### **Section 8. INDEMNIFICATION**

Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify Administrators for damages, including punitive damages, claimed or levied against the Administrator, provided that the Administrator: (1) was acting in the performance of the duties of the position, and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith. Indemnification of Administrators provided under this section shall be modified in accordance with any amendments to Section 466.07 of the Minnesota Statutes.

### **Section 9. JOB EVALUATIONS**

A Districtwide Administrator shall have the right to request a position re-evaluation if he or she feels that their duties and responsibilities have changed significantly over time. The Director of Human Resources shall share the results with the Administrator via a summary conference.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **Section 1.**

A claim by an Administrator 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 Administrator or the Association believes there is a basis for a grievance, the Administrator shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. A District representative shall meet with the grievant within ten (10) working days of the receipt of the grievance and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the grievant's personnel file.

### **Section 3. LEVEL II**

In the event the grievant or the Association is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Superintendent of Schools within five (5) working days after the decision at Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Superintendent of Schools shall meet with the grievant. The Superintendent of Schools shall respond, in writing, within fifteen (15) working days of the meeting.

### **Section 4. LEVEL III**

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after the decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. The arbitrator shall have no power to alter, add or subtract from the expressed terms of the contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

### **Section 5.**

The grievant may have an Association representative either join or represent the grievant at any level and at the grievant's discretion.

### **Section 6.**

If a grievance is not responded to at Levels I and /or II within the time limits and the limits have not been mutually waived, the alleged grievance is viewed to have been denied and the grievant has the right to move to the next level.

**Section 7.**

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

**Section 8.**

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

**Section 9.**

No reprisals of any kind will be taken by the Board or the School Administration against any Administrator because of participation in this grievance procedure.

**Section 10.**

The Superintendent of Schools may appoint a designee to act in the Superintendent’s behalf at Level II.

**STEP MOVEMENT**

Districtwide Administrators will move on step provided they have started in the position by ~~December 15th of the prior~~ January 1<sup>st</sup> of the current year or completed 6 1/2 months in the position.

**LONGEVITY**

Effective July 1, 2014, after 5 years of District service, Districtwide Administrators are eligible for a \$250 stipend; after ten years of District service, Districtwide Administrators are eligible for a \$500 stipend; after fifteen (15) years of District service, Districtwide Administrators are eligible for a \$1,000 stipend; after twenty years, a \$2,000 stipend.

**ARTICLE X  
DURATION**

Section 1. Terms and Reopening Negotiations: This contract shall be effective as of July 1, 2011, and shall continue in effect through June 30, 2013, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the District-wide Administrators Association. 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 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.

**ARTICLE XI**

**WITNESS WHEREOF**, the parties have executed this agreement as follows:

**FOR DISTRICTWIDE ADMINISTRATORS**

**FOR INDEPENDENT SCHOOL  
DISTRICT 191**

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

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

---

Union Representative

---

Board Clerk

---

Chief Negotiator

Date

**Salary Schedule**  
**July 1, 2013 – June 30, 2015**

<b>Grade</b>	<b>Position</b>	<b>2013 - 2014</b>	<b>2014 - 2015</b>
18	Executive Director of Individualized Student Services		
<b>Step 1</b>		<b>\$ 121,750</b>	<b>\$ 124,200</b>
<b>Step 2</b>		<b>\$ 124,850</b>	<b>\$ 127,350</b>
17	Director of Community Education		
<b>Step 1</b>		<b>\$ 114,450</b>	<b>\$ 116,750</b>
<b>Step 2</b>		<b>\$ 117,400</b>	<b>\$ 119,750</b>
15	Director of Instruction		
15	Director of Curriculum		
15	Director of Operations & Properties		
15	Director of Activities and Athletics		
<b>Step 1</b>		<b>\$ 104,600</b>	<b>\$ 106,700</b>
<b>Step 2</b>		<b>\$ 107,350</b>	<b>\$ 109,500</b>
14	Director of Food Services		
14	Director of Health Services		
14	Director of Communications		
14	Special Education Supervisor <b>effective 7/1/2013</b>		
<b>Step 1</b>		<b>\$ 95,800</b>	<b>\$ 97,700</b>
<b>Step 2</b>		<b>\$ 98,350</b>	<b>\$ 100,300</b>
12	Community Education Coordinator		
<b>Step 1</b>		<b>\$ 71,550</b>	<b>\$ 73,000</b>
<b>Step 2</b>		<b>\$ 73,600</b>	<b>\$ 75,050</b>
11	Adult Basic Education Coordinator		
<b>Step 1</b>		<b>\$ 65,300</b>	<b>\$ 66,600</b>
<b>Step 2</b>		<b>\$ 67,250</b>	<b>\$ 68,600</b>



**To:** Board of Education, Members **Agenda Item III.D**  
**From:** Superintendent Gothard and the Policy Review Committee  
**Re:** Policy 514: Bullying Prohibition (ACD-JBD)  
**Date:** June 30, 2014

**Recommendation:** That the Board of Education approves changes to Policy 514: *Bullying Prohibition (ACD-JBD)*, waives its second reading, and rescinds Policy ACD-JBD.

The Policy Review Committee has reviewed Policy 514: *Bullying Prohibition* and recommends approving changes to the policy in order to comply with the Minnesota Safe and Support Schools Act (S.F. 822).

Administration recommends that the School Board waives the second reading of Policy 514 as permitted by Policy 208: *Development, Adoption and Implementation of Policies*. "If an existing policy is modified due to changes in state or federal laws, the modified policy may be approved at one regularly scheduled meeting at the discretion of the board."

Once approved, a copy of Policy 514 will be submitted to the Commissioner of Education.

#### ATTACHMENTS

- Policy ACD-JBD with revisions
- Policy 514

Descriptor Term: **Bullying Prohibition**  
Descriptor Code: **514ACD/JBD**  
Issued Date: **3/06**  
Reviewed Date: **10/11**  
Revised Date: **11/11, 6/14**  
Rescinds: **11/10**

## **Bullying Prohibition Policy**

### **I. Purpose**

~~A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior. Independent School District 191 is committed to fostering and maintaining a safe and civil educational environment in which all members of the school community are treated with dignity and respect. The School District prohibits bullying, harassment, and any other attempts to victimize others.~~

~~The School District cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, the District intends to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented.~~

~~The purpose of this policy is to assist the School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behaviors.~~

### **III. Definitions**

For purposes of this policy, the definitions in this section apply.

~~A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:~~

~~1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or~~

~~2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.~~

~~The term, "bullying," specifically includes cyberbullying as defined in this policy.~~

~~B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or~~

activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

~~A. — Bullying may involve repeated behavior and involves an imbalance of power. Bullying is deliberate, systematic, repeated, or recurrent conduct committed by a student or a group of students against another student that causes measurable physical harm, emotional distress, or is intended to cause fear or intimidation. Bullying includes any written or verbal expression, physical act or gesture, or pattern thereof, that is intended to cause or is perceived as causing distress to a student or a group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.~~

~~Bullying may be motivated by an actual or perceived distinguishing characteristic such as, but not limited to, age, color, national origin, race, ethnicity, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, socioeconomic status, or familial status.~~

~~Bullying may involve teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious or racial harassment, public humiliation or destruction of property.~~

~~Bullying may include the use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, online games and websites.~~

CB. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

EG. “On school premises, on sSchool dDistrict property, ~~or~~ at school-related functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school-contracted vehicles, or any other vehicles approved for sSchool dDistrict purposes, the area of entrance to or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the sSchool dDistrict does not represent that it will provide supervision or assume liability at these locations and events.

- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. “Student” means a student enrolled in a public school or a charter school.

### III. Policy General Statement of Policy

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, ~~or at school-related functions or activities, or on school -~~ transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy applies to any students, whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the sSchool dDistrict or the safety or welfare of the students or; other students, or-materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services or privileges ~~employees. The use or misuse of technology, including but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, may also constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.~~
- B. No teacher, administrator, volunteer, contractor or other employee of the sSchool dDistrict shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a person student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying, ~~or who~~ permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the sSchool dDistrict’s policies and procedures, including the school district’s discipline policy. The sSchool dDistrict may take ~~the following factors~~ into account ~~when determining the appropriate response to bullying~~ the following factors:
  1. The developmental ages and maturity levels of the parties involved;

2. ~~T~~he level of harm, surrounding circumstances, and nature of the behavior;
3. ~~P~~ast incidences, or past or continuing patterns of behavior;
4. ~~T~~he relationship between the parties involved; and
5. ~~T~~he context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying ~~is~~ may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not limited to, exclusion from school district property and events ~~and/or termination of services or contracts.~~

- G. The School District will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the School District who is found to have violated this policy.

#### IV. Reporting Procedures

- A. Any person who believes he or she has been the target or victim of bullying, or any ~~third~~ person with knowledge or belief of conduct which may constitute bullying or prohibited conduct under this policy should shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses. s ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

~~In each school building:~~

~~The building administrator or designee shall receive oral or written reports of bullying at the building level. If the complaint involves the building administrator or designee, the complaint shall be filed directly with the building principal or the Assistant Superintendent.~~

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available ~~from in~~ the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

**Districtwide:**

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person, who witnesses, observes, receives a report of, ~~observes~~ or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, ~~or~~ educational or work environment.
- G. The School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

**V. SCHOOL DISTRICT ACTION**

- A. ~~Upon~~ Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by ~~school district official~~ the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at ~~its~~ their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students, or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- ~~DG.~~ Upon completion of the investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited ~~behavior~~ conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified

in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.

ED. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of involved in a bullying incident and the remedial or disciplinary action taken, to the extent permitted by law, based on a confirmed report.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

#### VI.— Retaliation or Reprisal

The sSchool dDistrict will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the sSchool dDistrict who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, or against any person who testifies, assists or participates in an investigation of alleged bullying or prohibited conduct, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

#### VII. Training and Education

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur

during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
4. The incidence and nature of cyberbullying; and
5. Internet safety and cyberbullying.

~~A. The school district annually will provide information and any applicable training to school district staff regarding this policy.~~

CB. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.

DC. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

MSBA/MASA Model Policy 501 (School Weapons Policy)

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

FD. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

### VIII. Notice

A. The School District will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbooks.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

### IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and

Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. § 124D.10 (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination) MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination) MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention) MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy) MSBA/MASA Model Policy 711 (Video Recording on School Buses) MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

MSBA/MASA Model Policy 501 (School Weapons Policy)

~~Legal References: — Minn. Stat. §120B.232 (Character Development Education)  
— Minn. Stat. §121A.03 (Sexual, Religious and Racial Harassment &  
— Violence)  
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)~~

~~Cross References: — ACA/JBA (Violence/Harassment)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District  
Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual  
Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
— MSBA/MASA Model Policy 423 (Employee Student Relationships)  
— MSBA/MASA Model Policy 501 (School Weapons Policy)  
— MSBA/MASA Model Policy 506 (Student Discipline)  
— MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
— MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
— MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
— MSBA/MASA Model Policy 525 (Violence Prevention)  
— MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
— MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
— MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)~~

*Adopted: 03/06*  
*Reviewed: 10/11*  
*Revised: 11/11, 6/14*  
*Rescinds: ACD-JBD*

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### **II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is

objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other

vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary

consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school

personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce

discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

## **VIII. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the

school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. § 124D.10 (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil  
Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety  
Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior  
by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on  
Buses)