



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337

May 24, 2018

6:30 PM

5:45 PM Board Listening Session with Directors Dan Luth and Bob VandenBoom

- I. Call to Order
 - A. Welcome Public
 - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Information
 - A. Future Ready. Community Strong.
 - 1. No Doors Closed Scholarship
Presenter: Dr. Stacie Stanley, Director of Curriculum, Instruction, Assessment & Student Support Services, and Kevin and Greta Warren
 - 2. BHS Quiz Bowl Teams Heading to National Championships
 - 3. Outstanding Student Volunteers at Burnsville High School 3
Presenter: Bri Ostoff, Community Education Youth Services Coordinator
 - 4. 2018 Inclusive Education Practices Award
 - 5. One91 Community of Excellence Award Recipient
 - B. Receive an Update on FY19 Budget Adjustments 7
Presenter: Lisa Rider, Executive Director of Business Services
 - C. Committee Reports 9
 - D. Report from Superintendent Amoroso 10
- IV. Business Meeting
 - A. Consent Agenda
Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.
 - 1. Approve Meeting Minutes 12
 - 2. Approve Personnel Recommendation 15
 - 3. Adopt a Resolution to Accept Donations 16
 - 4. Approve Payroll, Expenditures, Receipts and Investments 18
 - 5. Accept Budget Analysis 52

- 6. Receive a Report on the Listening Session 57
- 7. Approve No Changes to Policies 412: *Expense Reimbursement* for Travel and 533: *Wellness Policy* 58
Presenter: Lisa Rider, Executive Director of Business Services
- 8. Approve, on a First Reading Basis, Changes to Policies 701: *Establishment and Adoption of School District Budget* and 805: *Waste Reduction and Recycling* 66
Presenter: Lisa Rider, Executive Director of Business Services

V. New Business

- A. Approve the Revisions and Re-adopt the Unchanged Language in the 2017-2019 Collective Bargaining Agreement with the Food Service Employees 77
Presenter: Stacey Sovine, Executive Director of Human Resources
- B. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2017-2019 Master Agreement with the Association of Clerical Employees of ISD 191 104
Presenter: Stacey Sovine, Executive Director of Human Resources
- C. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2017-2019 Master Agreement with the Operations and Maintenance Supervisors 123
Presenter: Stacey Sovine, Executive Director of Human Resources
- D. Adopt a Resolution Terminating Non-Licensed Staff 133
Presenter: Stacey Sovine, Executive Director of Human Resources
- E. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2017-2019 Terms and Conditions of Employment for the Confidential Employees of ISD 191 135
Presenter: Stacey Sovine, Executive Director of Human Resources
- F. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2017-2019 Terms and Conditions of Employment of the Community Education Employees of ISD 191 142
Presenter: Stacey Sovine, Executive Director of Human Resources
- G. Approve, on a First Reading Basis, Policy 495: *Staff Recognition* 155
Presenter: Stacey Sovine, Executive Director of Human Resources
- H. Approve, on a First Reading Basis, Changes to Policies 709: *Student Transportation Safety Policy* and 806: *Emergency Operations Policy* 157
Presenter: Lisa Rider, Executive Director of Business Services
- I. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2017-2019 Terms and Conditions of Employment for the Unaffiliated Employees of ISD 191 186
Presenter: Cindy Amoroso, Superintendent

VI. Adjourn



ONE91
Burnsville · Eagan · Savage



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Youth Service: President's Volunteer Service Award

Future Ready. Community Strong.

In 2003, the President's Council on Service and Civic Participation launched the President's Volunteer Service Award in 2003 to recognize the importance of volunteers to America's strength and national identity, and furthermore, to honor the deeply invested volunteers whose service is multiplied through the inspiration they give others.

May 1st, 2017 to April 30th, 2018

13,480.27 Hours Served by 74 Students

Teens (11-15): Gold 100 plus hours
10 Students

Young Adults (16-25): Bronze 100-174 hours
35 Students

Young Adults (16-25): Silver 175-249 hours
17 Students

Young Adults (16-25): Gold 250 plus hours
12 Students

Thank you!



**Agenda III.B.
May 24, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: May 18, 2018

Re: Update on FY19 Budget Adjustments

Receive a report from Lisa Rider, executive director of business services on FY19 Budget Adjustments.

Budget Update

We are in the process of finalizing the line item budget. As we do so, we are modifying a few items from our original proposal for budget adjustments:

- 1) 1.0 FTE related to GTI at Harriet Bishop will be added back for FY19 with Principal Essay to assess how to ensure a rigorous GT program for future years.
- 2) We will be adding back Middle School Wrestling and Middle School Boys & Girls Tennis. Please note that proposal still includes creating 7-12 programs for cross country and for dance.
- 3) We will be adjusting across middle school and high school sports. Here are the proposed increases for each sport:

Middle School fees would increase from \$80 to \$105

High School fees of \$105 increased to \$140

1. Competitive Cheer
2. Spirit Cheer

High School fees of \$115 increased to \$150

1. Olympic Weightlifting
2. Weightlifting

High School fees of \$135 to \$175

1. Cross Country
2. Adapted Soccer
3. Dance Team
4. Tennis
5. Adapted Hockey
6. Adapted Softball

High School fees of \$155 increased to \$205

1. Soccer
2. Volleyball
3. Basketball
4. Alpine Ski
5. Nordic Ski
6. Wrestling
7. Track and Field



Future Ready. Community Strong.

**Agenda III.C.
May 24, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Chair

Date: May 18, 2018

Re: Committee Reports

The following committees may provide updates to the School Board:

Technology Committee – Bob VandenBoom, Committee Chair

Policy Review Committee – Abigail Alt, Committee Chair

Student Performance and Achievement – Dan Luth, Committee Chair

Negotiating Committee- Dan Luth, Committee Chair

Intermediate School District 917 - DeeDee Currier, Board Representative

TIES - Abigail Alt, Board Representative

Other Board Assignments:

- MSBA
- AMSD
- Foundation 191
- Minnesota State High School League
- BHS Hall of Fame
- Burnsville Chamber of Commerce
- Savage Chamber of Commerce
- Dakota Chamber of Commerce
- Scott County SCALE
- U of M CIS



**Agenda III.D.
May 24, 2018**

To: Board of Education, Members
From: Cindy Amoroso Superintendent
Date: May 18, 2018
Re: Superintendent Report

Receive the Superintendent Report from Cindy Amoroso, Superintendent.



JEFF FETTERS
Chairman and CEO

May 14, 2018

Ms. Cindy Amoroso, Superintendent
Burnsville Public School District
200 West Burnsville Pkwy
Burnsville, MN 55337

Re: **KARE 11 #eyesUp PSA Contest**

Dear Superintendent Amoroso,

Federated Insurance has partnered with KARE 11 each of the last two years as the exclusive sponsor on their #eyesUp Campaign. This campaign is about creating awareness and motivating behavior to end the senseless tragedy taking place on our streets and roads, caused by distracted drivers. There are unfortunately many forms of distraction. This campaign deals with the use of smart phone technology while behind the wheel of a car. Thus the name – #eyesUp. We have been proud to stand alongside of KARE 11 in this cause, as we see firsthand the lives and families that are torn apart by crashes resulting from these misguided decisions.

As you know, a key part of this year's campaign was to engage the High Schools in Minnesota to help with this cause by creating 15 second Public Service Announcements (PSA) that would create needed change in behaviors. Meggan Malone and her team accepted this challenge. And they did it very effectively being voted into the top 3 of all video submissions. In doing so, it was my honor to recognize them on Friday May 11, 2018 at the KARE 11 studio with a \$1,100 check to be used by your school to continue the fight in this on-going battle.

I am so very proud of the creativity and sense of purpose of your fine students. Education is to prepare our youth for success in their lives. Practically applying their learned skills to a real societal issue is in my opinion, learning at its best. It is reassuring to all of us to see true leadership in this effort is coming from our youth. May we all learn from them! Their efforts will make a difference. I am confident that it has already in them and their peers at your school.

Congratulations on the culture you have instilled. These young men and women have represented your school admirably. Please pass on our thanks and appreciation for what they are doing to save lives in our great state. Thank you for encouraging them to make a real difference.

Sincerely

Jeff Fetters
Chairman & CEO
Pc/vn

c: John Remes – KARE 11
Alicia Lewis – KARE 11

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 May 10, 2018

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

Call to Order

Members present: Directors Currier, Alt, Miller, Schatz, and Chair Schmid. Directors VandenBoom and Luth were absent. Others in attendance were Student Representative Haddorff, Superintendent Amoroso, administrators, staff and members of the public.

Attendance

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

Pledge of Allegiance

Chair Schmid appointed Schatz clerk of the meeting.

Clerk

Moved by Alt, seconded by Currier, to approve the agenda. Motion carried unanimously (5, 0).

Agenda

Future Ready. Community Strong. John Coskran Volunteer Award Recipients were recognized and Foundation 191 grants recipients for 2018-19 were announced.

Future Ready.
 Community Strong.

Received verbal reports from Student Representative Haddorff, Superintendent Amoroso, and Board Members Currier, Alt, and Schmid.

Information

Moved by Schatz, seconded by Miller, to approve the consent agenda:
 -Approve minutes of the regular board meeting and closed session on April 26, 2018.

Consent Agenda
 Minutes

-Approve personnel recommendations for J. Pettes, D. Schmidt, A. Peck, K. Engelhard, K. Reagan, J. Mitchler, K. Zwicke, B. Andrews, Keri Peterson. E. Weilandgruber, M. Bousu, S. Buckrey, K. Kronforst, M. Berens, C. DeCarlo, A. Lomeli, C. Ledin, B. Hernandez, A. Whipple, D. Peters, J. Senta, J. DeShaw, H. Walberg, and J. Kivihalme.

Personnel
 Recommendations

-Adopt a resolution to approve and accept donations.

Donations

-Receive a report on the April 26, 2018 listening session.

Listening Session

-Approve, on a second reading basis, changes to Policies 520: *Student Surveys*; 523: *Policies Incorporated by Reference*, and 529: *Staff Notification of Violent Behavior by Students*.

Policies

Motion carried unanimously (5, 0)

Moved by Currier, seconded by Alt, that the Board of Education authorizes the budget necessary and approves a 48 month lease agreement with leasing company to be determined and an equipment and maintenance agreement with Advanced Imaging Solutions (AIS). The Board authorizes

Equipment lease

the Executive Director of Business Services to complete individual lease agreements within the terms of the contract. Motion carried unanimously after discussion (5, 0).

Moved by Schatz, seconded by Miller, to adjourn at 7:19 p.m. to a closed session, as permitted by M.S. 13D.03, for negotiation strategies

Closed Session

Bob VandenBoom, clerk

May 24, 2018
Date Approved

DRAFT

Closed Session Minutes
INDEPENDENT SCHOOL DISTRICT 191
May 10, 2018

The closed session was called to order by Chair Schmid at 7:26 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN.

Call to Order

Members present: Directors Currier, Schatz, Miller, Alt, and Chair Schmid. Luth and VandenBoom were absent.

Attendance

Others in Attendance: C. Amoroso, superintendent; L. Rider, executive director of business services; and D. Watkins, assistant superintendent.

The meeting was closed, as permitted by Minnesota Statutes 13D.03, to discuss ISD 191's labor negotiation strategies with the Burnsville Education Association.

Purpose

The meeting adjourned at 7:45 p.m.

Adjourn

Bob VandenBoom, clerk

May 24, 2018
Date Approved

May 24, 2018

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

TO: Members, Board of Education
Cynthia Amoroso, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: May 24, 2018 FINAL

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment	Replacement	Laura Hermansen		Eagle Ridge Middle School	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Sarah A Hansen	*	Gideon Pond Elementary	Teacher	8/20/2018
Certified	Leave of Absence		Cynthia Mullins	*	Burnsville High School	Teacher - Dean	2018/2019 School Year
Certified	Recall		Krista Kramer		WM. Byrne Elementary School	Teacher	5/10/2018
Certified	Recall		Scott Kosloski		Burnsville High School	Teacher	5/15/2018
Certified	Resignation		Jennifer O'Neill-Mager		District-wide	Supervisor - SPED	6/29/2018
Certified	Resignation		Jacqueline Jones	*	Burnsville High School	Teacher	6/8/2018
Classified	Appointment	Replacement	Natalie Slininger		WM. Byrne Elementary School	Food Service Associate	8/21/2018
Classified	Change of Assignment		Dawn Mosser		Sky Oaks Elementary School	Food Service Associate	5/16/2018
Classified	Change of Assignment		Tanya Kaiser		MW Savage Elementary School	Clerical Level I	8/27/2018
Classified	Change of Assignment		Teresa Tanberg		Burnsville High School	Clerical Level II	8/27/2018
Classified	Change of Assignment	Replacement	Sandra Toeller		Hidden Valley Elementary	Food Service Associate	8/29/2018
Classified	Probationary Release		Valerie Cornelius	*	Metcalf Middle School	Food Service Associate	5/24/2018
Classified	Probationary Release		Lisa Connell		Sky Oaks Elementary School	Food Service Associate	5/15/2018
Classified	Resignation		Kayla Fineran		MW Savage Elementary School	EA Level III	6/7/2018
Classified	Resignation		Todd Swanson		Burnsville High School	Custodian	5/11/2018
Classified	Resignation		Daniel Powers		District-wide	Custodian Level IV	5/31/2018
Classified	Retirement		JoAnn Larson		Vista View Elementary School	EA Level IV	6/7/2018
Classified	Termination		Phillip Gray		Burnsville Alternative High School	Dean	6/29/2018
Classified	Termination		Michelle Jacobs		Diamondhead Education Center	Burnsville Promise Coordinator	6/29/2018
Classified	Termination		Javarious Thornten-Barber	*	Diamondhead Education Center	CE Program Associate	5/22/2018



**Agenda IV.A.3.
May 24, 2018**

To: Members, Board of Education
Cindy Amoroso, Superintendent

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

Date: May 4, 2018

Re: Donations

RECOMMENDATION: To adopt a resolution to approve and accept donations as presented.

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

1. School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and
2. Minnesota Statute 123B.02, Subd. 6 states the School Board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated; and
3. Minnesota Statute 465.03 states the School Board may accept a grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and
4. Businesses and individuals have submitted donations to the district;

THEREFORE, BE IT RESOLVED by the School Board of ISD 191 to approve and accept with appreciation the donations as presented below and to permit their use as designated by the donors.

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on May 24, 2018.

Bob VandenBoom
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
5/3/2018	Alt Family	District 191	Brain Power in a Backpack / Bowls Event	\$50.00
4/19/2018	Steven and Sheila Spaudling	BrainPower in a Backpack	Cash donation	\$200.00
4/25/2018	Duane Griffith	BrainPower in a Backpack	Donation	\$50.00
5/1/2018	Presbyterian Church of the Apostles	BrainPower in a Backpack	Cash donation	\$1,000.00
5/7/2018	Harriet Bishop Parent Teacher Organization	BrainPower in a Backpack	Cash donation	\$500.00
5/14/2018	Gregory/Christi Orson	Burnsville High School	BHS Hall of Fame	\$50.00
5/14/2018	Kenneth Storm Jr.	Burnsville High School	BHS Hall of Fame	\$200.00
5/14/2018	Anonymous	Burnsville High School	BHS Hall of Fame	\$150.00
5/14/2018	DeeDee Currier	Burnsville High School	BHS Hall of Fame	\$50.00
5/14/2018	Dakota Electric Association	Burnsville High School	BHS Hall of Fame	\$200.00
5/14/2018	Gregory Holker LLC	Burnsville High School	BHS Hall of Fame	\$100.00
5/14/2018	Stanley/Mary Jo Rolfes-Lo	Burnsville High School	BHS Hall of Fame	\$100.00
5/15/2018	YourCause / Wells Fargo	Harriet Bishop Elementary	To help support our students and staff	\$50.00

Total monetary donation received: \$2,700.00



**Agenda IV.A.4
May 16, 2018**

TO: Cindy Amoroso, Superintendent and Board of Education
FROM: Lisa K. Rider, Executive Director of Business Services
DATE: May 24, 2018
RE: March Payroll, Claims and Receipts

RECOMMENDATION: That the Board approves Mar payroll checks numbered 718982-718998 and Direct Deposit notices numbered 675962-679067 in the net amount of \$4,021,109.25. Mar & Apr claims to date represented by checks numbered 458059-458503, 1019626-1019787, and 102157-102162 and wire transfers and adjustments totaling \$15,530,787.15. Also, that the Board accepts Mar receipts of \$13,818,298.58 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$46,726,136.72 as of March 31, 2018.

March payroll, wire transfers, claims and receipts have been prepared under the direction of Robin Pikal, Director of Accounting, and are presented for approval by the School Board.

LKR/mw

**INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
March 2018**

Cash Receipts

Receipts	\$13,818,298.58	
Miscellaneous Adjustments		
TOTAL MAR CASH RECEIVED		<u>13,818,298.58</u>

CASH DISBURSEMENTS

March

Regular Payroll Checks	718982-718998	\$4,021,109.25
Direct Deposit Notices	675962-679067	
Feb payables previously approved:		\$314,676.13
Mar Claims previously approved:		\$1,126,209.32
Mar Claims:	458059-458246	\$1,129,014.60
	1019626-1019718	\$7,900.38
	102157-102158	\$3,826.61
Mar A/P Wires- Wires+P-card		\$13,349,840.81
Miscellaneous Adjustments		<u>\$6,656.73</u>
TOTAL MAR CASH DISBURSED		<u>19,959,233.83</u>

TOTAL EXPENSES TO BE APPROVED

Mar Cash Disbursed		\$19,959,233.83
Less: Items Previously Approved		-\$1,440,885.45
Plus: Mar Payables	458247-458295	\$568,025.19
Checks	458389-458467	
Apr Claims:	458296-458388	\$465,522.83
Checks	458468-458503	
	1019719-1019787	
	102159-102162	

TOTAL TO BE APPROVED **19,551,896.40**

	<u>Money Market</u>	<u>(Original Cost) Investments</u>	<u>Total 3/31/2018</u>
GENERAL FUND	\$9,451,512.33	\$20,156,510.00	\$29,608,022.33
OPEB	\$1,341,291.49	\$7,980,562.00	\$9,321,853.49
OPEB EQUITY INV THROUGH JANUARY 31, 2017	\$16,586.72	\$4,419,576.12	\$4,436,162.84
2015A SCHOOL BUILDING BONDS	<u>\$860,098.06</u>	<u>\$2,500,000.00</u>	<u>\$3,360,098.06</u>
	<u>\$11,669,488.60</u>	<u>\$35,056,648.12</u>	<u>\$46,726,136.72</u>

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



Total Portfolio Report CAR

As of: 03/31/18

PMA Financial Network, Inc.

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

BURNSVILLE ISD 191 / GENERAL FUND

2960

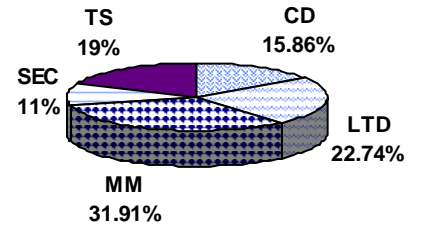
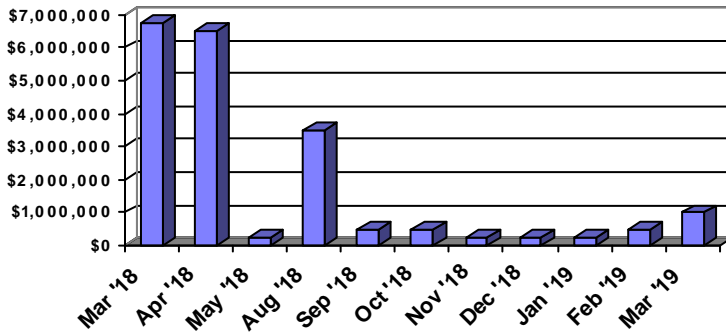
Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
LTD	0	1	03/31/18	03/31/18	PMA SECURITIES SYNDICATE (PMAS)	\$6,735,510.00	\$6,735,510.00	
MM					Investment Shares Portfolio	\$9,451,512.33	\$9,451,512.33	
CD	232867	1	10/18/16	04/18/18	US METRO BANK	\$249,977.02	\$247,200.00	0.750
CD	232868	1	10/18/16	04/18/18	EAGLEBANK / VIRGINIA HERITAGE BANK	\$249,977.43	\$247,200.00	0.750
TS	252269	1	03/23/18	04/25/18	MN TRUST TERM SERIES	\$5,509,050.14	\$5,500,000.00	1.820
SEC	38699	1	10/26/16	04/26/18	Capital One, National Association Certificate of Deposit	\$248,000.00	\$248,000.00	0.985
SEC	38701	1	10/28/16	04/27/18	Synovus Bank Certificate of Deposit	\$248,000.00	\$248,000.00	0.818
SEC	40158	1	08/09/17	05/15/18	Bank Of China Certificate of Deposit	\$247,000.00	\$247,000.00	1.266
CD	229994	1	08/17/16	08/17/18	PACIFIC WESTERN BANK	\$249,849.36	\$244,900.00	1.011
CD	229995	1	08/17/16	08/17/18	FARMERS & MERCHANTS UNION BANK	\$249,879.07	\$245,500.00	0.892
CD	229996	1	08/17/16	08/17/18	INDEPENDENCE BANK- MT	\$249,957.57	\$246,300.00	0.743
CD	230012	1	08/18/16	08/21/18	SOLARITY CREDIT UNION	\$1,521,540.91	\$1,500,000.00	0.720
SEC	38088	1	08/24/16	08/24/18	Yadkin Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.738
SEC	38086	1	08/25/16	08/27/18	Bankunited, NA Certificate of Deposit	\$248,000.00	\$248,000.00	0.851
CD	244784	1	08/31/17	08/31/18	CORPORATE ONE FEDERAL CREDIT UNION	\$249,907.10	\$246,700.00	1.300
SEC	38087	1	08/31/16	08/31/18	Wells Fargo Bank, NA - Sd Certificate of Deposit	\$249,000.00	\$249,000.00	0.951
SEC	38089	1	08/31/16	08/31/18	Guaranty Bank And Trust Company Certificate of Deposit	\$249,000.00	\$249,000.00	0.751
CD	246451	1	09/26/17	09/26/18	BROOKLINE BANK / FIRST COMMONS BANK NA	\$249,983.84	\$246,500.00	1.411
CD	246452	1	09/26/17	09/26/18	QUONTIC BANK, FSB	\$249,910.61	\$246,600.00	1.343
CD	232865	1	10/18/16	10/25/18	ACB BANK	\$249,961.39	\$245,500.00	0.900
CD	232866	1	10/18/16	10/25/18	FREEMPORT STATE BANK	\$249,979.96	\$245,800.00	0.842
SEC	39527	1	05/10/17	11/13/18	American Express Centurion Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.435
SEC	40472	1	09/06/17	12/06/18	American Express Bank, Fsb Certificate of Deposit	\$247,000.00	\$247,000.00	1.533
SEC	39192	1	01/31/17	01/31/19	BMW Bank Of North America Certificate of Deposit	\$248,000.00	\$248,000.00	1.417
SEC	40160	1	08/03/17	02/04/19	Morgan Stanley Bank, National Association Certificate of Deposit	\$247,000.00	\$247,000.00	1.468
SEC	40161	1	08/03/17	02/04/19	Morgan Stanley Private Bank, National Association Certificate of Deposit	\$247,000.00	\$247,000.00	1.468
SEC	40516	1	09/07/17	03/07/19	Comenity Capital Bank / World Financial Capital Bank Certificate of Deposit	\$249,000.00	\$249,000.00	1.469
CD	252115	1	03/19/18	03/19/19	CFG COMMUNITY BANK	\$249,853.11	\$244,900.00	2.023
CD	252116	1	03/19/18	03/19/19	LANDMARK COMMUNITY BANK	\$249,853.11	\$244,900.00	2.023
CD	252117	1	03/19/18	03/19/19	VILLAGE BANK & TRUST - WINTRUST	\$249,949.00	\$245,000.00	2.020

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
<i>Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.</i>						Total Amount -->	\$29,690,651.95	\$29,608,022.33

Time and Dollar Weighted Portfolio Yield: 1.328 %

Weighted Average Portfolio Maturity: 52.57 Days

MM: 31.92%
CD's: 15.86%
CP: 0.00%
SEC: 10.89%



Portfolio Maturity Summary - Maturing \$/Month

Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 03/31/18

PMA Financial Network, Inc.

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,341,291.49	\$1,341,291.49	
CD	250360	1	01/25/18	06/29/18	PRUDENTIAL SAVINGS BANK	\$249,987.95	\$248,500.00	1.410
CD	250361	1	01/25/18	06/29/18	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$102,108.18	\$101,500.00	1.411
SEC	30731	1	09/25/13	09/25/18	Discover Bank Certificate of Deposit	\$247,000.00	\$247,000.00	2.013
SEC	30738	1	09/25/13	09/25/18	Compass Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.962
CD	192886	1	01/13/14	01/14/19	M.Y. SAFRA BANK	\$248,142.42	\$228,500.00	1.717
CD	192887	1	01/13/14	01/14/19	STEARNS BANK NA (N)	\$248,500.88	\$230,700.00	1.542
SEC	28287	1	10/09/12	01/15/19	Lakewood Township NJ Ref	\$630,000.00	\$630,000.00	1.580
SEC	28397	1	11/15/12	08/15/19	DENTON TX INDEP SCH DIST TXBL -REF -SER C	\$1,000,000.00	\$1,000,000.00	1.520
CD	232809	1	10/14/16	10/15/19	GBC INTERNATIONAL BANK	\$249,730.21	\$241,800.00	1.092
CD	232810	1	10/14/16	10/15/19	LUANA SAVINGS BANK	\$237,251.62	\$230,000.00	1.050
CD	232811	1	10/14/16	10/15/19	CITIZENS STATE BANK OF LA CROSSE	\$106,113.69	\$103,200.00	0.940
SEC	28316	1	10/15/12	10/15/19	ABERDEEN TWP NJ REF	\$390,000.00	\$390,000.00	1.570
SEC	28317	1	10/16/12	12/01/19	FAIRFIELD & UNION OH LOCAL SCH DIST	\$330,000.00	\$294,162.00	1.620
SEC	28355	1	10/19/12	12/01/19	COOK CNTY IL HIGH SCH DIST #205 THORNTON TWP	\$350,000.00	\$350,000.00	1.939
CD	250359	1	01/25/18	01/27/20	KS STATEBANK / KANSAS STATE BANK OF MANHATTAN	\$181,747.83	\$175,000.00	1.914
SEC	38171	1	09/02/16	10/01/20	City of New York NY	\$345,000.00	\$345,000.00	1.300
CD	248949	1	12/01/17	12/01/20	FIRST CAPITAL BANK	\$249,924.47	\$236,100.00	1.950
CD	248950	1	12/01/17	12/01/20	CITIZENS B&TC OF JACKSON	\$173,250.83	\$163,900.00	1.900
SEC	40118	1	07/31/17	12/15/20	Kane County Forest Preserve District	\$1,450,000.00	\$1,450,000.00	1.820
CD	249934	1	01/09/18	01/11/21	THIRD COAST BANK, SSB	\$248,912.73	\$233,800.00	2.119
CD	249935	1	01/09/18	01/11/21	BANK OF WISCONSIN DELLS	\$249,105.23	\$234,700.00	2.040
CD	249936	1	01/09/18	01/11/21	PRIME ALLIANCE BANK	\$249,105.23	\$234,700.00	2.040
SEC	38170	1	09/02/16	03/01/21	City of Rochester NH	\$365,000.00	\$365,000.00	1.340

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> **\$9,489,172.76** **\$9,321,853.49**

Time and Dollar Weighted Portfolio Yield: **1.695 %**

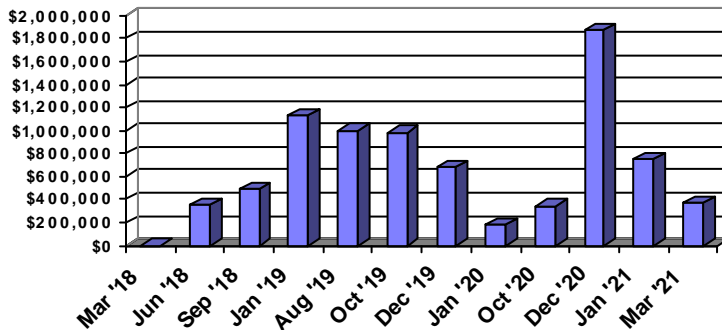
Weighted Average Portfolio Maturity: **561.65 Days**

MM: **14.39%**

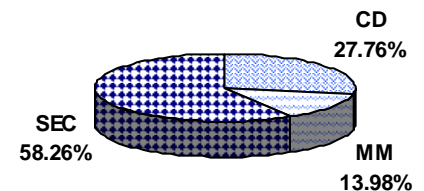
CD's: **28.56%**

CP: **0.00%**

SEC: **57.05%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 03/31/18

PMA Financial Network, Inc.

2135 CityGate Lane

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

BURNSVILLE ISD 191 / 2015A BONDS

5762

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$860,098.06	\$860,098.06	
TS	252270	1	03/23/18	04/25/18	MN TRUST TERM SERIES	\$2,504,113.70	\$2,500,000.00	1.820
Total Amount -->						\$3,364,211.76	\$3,360,098.06	

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 1.820 %

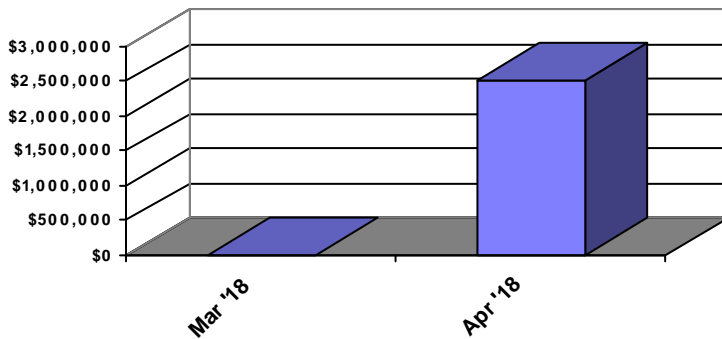
Weighted Average Portfolio Maturity: 18.60 Days

MM: 25.60%

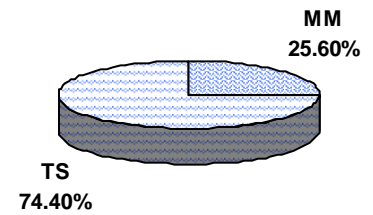
CD's: 0.00%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

March 2018

Wire Transfers

Date	From	To	Amount	For
030118	MSDLAF	Internal Revenue Service	746,615.36	2/28/18 Payroll - Federal Taxes
030118	MSDLAF	State of Minnesota	130,459.05	2/28/18 Payroll - State Taxes
030118	MSDLAF	TRA	355,786.26	2/28/18 Payroll - TRA
030118	MSDLAF	PERA	117,694.42	2/28/18 Payroll - PERA
030118	MSDLAF	Teacher's Federal Credit Union	41,215.96	2/28/18 Payroll - Teacher's Dues
030118	MSDLAF	State of Minnesota	2,400.50	2/28/18 Payroll - Child Support
030118	MSDLAF	State of Minnesota	75.00	2/28/18 Garnishments
030118	MSDLAF	Delta Dental	13,270.82	Dental Insurance
030218	MSDLAF	Corporate Health	8,084.82	Medical Claims
030218	MSDALF	Corporate Health	20,526.93	Flex Claims
030518	MSDLAF	US Bank	75,000.00	US Bank P-Card prefunding wire
030518	MSDLAF	First Bank & Trust	190,768.46	2/28/18 Payroll - TSA Wire
030518	MSDALF	Preferred One	339,863.19	Health Insurance
030718	MSDLAF	Delta Dental	19,467.35	Dental Insurance
030918	MSDLAF	Corporate Health	5,366.50	Medical Claims
030918	MSDALF	Corporate Health	7,059.67	Flex Claims
031218	MSDALF	Preferred One	298,917.55	Health Insurance
031318	MSDALF	Corporate Health	500.00	Flex Claims
031418	MSDLAF	Delta Dental	24,230.23	Dental Insurance

March 2018

Wire Transfers

Date	From	To	Amount	For
031618	MSDLAF	Internal Revenue Service	692,531.08	3/15/18 Payroll - Federal Taxes
031618	MSDLAF	State of Minnesota	121,803.47	3/15/18 Payroll - State Taxes
031618	MSDALF	Corporate Health	7,533.35	Flex Claims
031618	MSDLAF	State of Minnesota	75.00	3/15/18 Garnishments
031618	MSDLAF	State of Minnesota	2,400.50	3/15/18 Payroll - Child Support
031618	MSDLAF	PERA	116,326.10	3/15/18 Payroll - PERA
031618	MSDLAF	TRA	352,827.16	3/15/18 Payroll - TRA
031618	MSDLAF	Teacher's Federal Credit Union	41,026.47	3/15/18 Payroll - Teacher's Dues
031618	MSDLAF	Corporate Health	14,774.47	Medical Claims
031918	MSDALF	Preferred One	397,526.28	Health Insurance
032018	MSDLAF	First Bank & Trust	193,672.35	3/15/18 Payroll - TSA Wire
032018	MSDLAF	Healthy Savings	3,120.62	Healthy Savings Program
032118	MSDLAF	Delta Dental	18,459.28	Dental Insurance
032318	MSDALF	Corporate Health	23,233.26	Flex Claims
032318	MSDLAF	Corporate Health	9,988.42	Medical Claims
032618	MSDALF	Preferred One	590,942.66	Health Insurance
032618	MSDLAF	State of Minnesota	276.58	3/30/18 TRA
032718	MSDLAF	US Bank	70,000.00	US Bank P-Card prefunding wire
032818	MSDLAF	Delta Dental	18,459.28	Dental Insurance

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1019626		\$35.26	Mar 21, 2018	88888	4467	BARLAGE, SUSAN
1	1019627		\$36.25	Mar 21, 2018	88888	6956	ASHLEY, MARY K
1	1019628		\$98.97	Mar 21, 2018	88888	7269	BARTH, TAMI RAE
1	1019629		\$33.30	Mar 21, 2018	88888	7847	KOLSTAD, MICHELE M
1	1019630		\$147.97	Mar 21, 2018	88888	8309	HENDRIX, EUGENIA M
1	1019631		\$5.56	Mar 21, 2018	88888	8797	KNOTT, KELLY S
1	1019632		\$148.80	Mar 21, 2018	88888	9394	HUEMOELLER, MICHAEL T
1	1019633		\$100.00	Mar 21, 2018	88888	11821	BLANDIN, MELISSA
1	1019634		\$59.13	Mar 21, 2018	88888	12301	HJERMSTAD, HEATHER
1	1019635		\$22.08	Mar 21, 2018	88888	14147	KLINNERT, ELIZABETH
1	1019636		\$40.66	Mar 21, 2018	88888	14479	KIBLER, JEANNE
1	1019637		\$64.96	Mar 21, 2018	88888	14624	JORDAN, JOANNA
1	1019638		\$41.89	Mar 21, 2018	88888	14624	JORDAN, JOANNA
1	1019639		\$47.42	Mar 21, 2018	88888	14751	KELLER, KATIE
1	1019640		\$67.90	Mar 21, 2018	88888	14969	DEMPSEY, JODI JEAN
1	1019641	Void	\$87.81	Mar 21, 2018	88888	15381	KRAL, MELISSA M
1	1019642	Void	\$19.26-	Mar 21, 2018	88888	15381	KRAL, MELISSA M
1	1019643		\$13.63	Mar 21, 2018	88888	15682	GONZALEZ, MEGAN
1	1019644		\$41.42	Mar 21, 2018	88888	15977	HEIM, WILLIAM V
1	1019645		\$58.55	Mar 21, 2018	88888	16313	HANSON, DEBRA A
1	1019646		\$12.21	Mar 21, 2018	88888	16377	ALEXON, BETH J
1	1019647		\$9.98	Mar 21, 2018	88888	16759	BERRYMAN, ASHLEY A
1	1019648		\$76.85	Mar 21, 2018	88888	17283	ERBES, SARAH L
1	1019649		\$66.11	Mar 21, 2018	88888	17322	CZAPAR, KELLY N
1	1019650		\$12.31	Mar 21, 2018	88888	17742	BUCK, REBECCA L
1	1019651		\$21.80	Mar 21,	88888	17764	COZAD, PATRICIA M

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
1	1019652		\$7.09	Mar 21, 2018	88888	17981	BLOOD, KELSEY JO
1	1019653		\$5.45	Mar 21, 2018	88888	18002	GOLDSMITH, EMILY R
1	1019654		\$236.66	Mar 21, 2018	88888	18842	JACOBS, MICHELLE
1	1019655		\$438.49	Mar 21, 2018	88888	18842	JACOBS, MICHELLE
1	1019656		\$62.36	Mar 21, 2018	88888	18904	FREDRICKS, JOEL J
1	1019657		\$61.54	Mar 21, 2018	88888	18904	FREDRICKS, JOEL J
1	1019658		\$28.72	Mar 21, 2018	88888	18904	FREDRICKS, JOEL J
1	1019659		\$55.64	Mar 21, 2018	88888	18952	CSELOVSZKI, CASSANDRA K
1	1019660		\$76.52	Mar 21, 2018	88888	19148	ALVARADO ROBLES, LUIS
1	1019661		\$80.12	Mar 21, 2018	88888	19446	HOLLOWAY, ANDREA
1	1019662		\$63.00	Mar 21, 2018	88888	9239	OPATZ, LARRY
1	1019663		\$87.09	Mar 21, 2018	88888	9501	MOSEY, PATRICIA
1	1019664		\$30.45	Mar 21, 2018	88888	9501	MOSEY, PATRICIA
1	1019665		\$89.29	Mar 21, 2018	88888	9501	MOSEY, PATRICIA
1	1019666		\$36.95	Mar 21, 2018	88888	9629	MCKINNEY, MARGARET
1	1019667		\$8.23	Mar 21, 2018	88888	12853	MATERNOWSKI, PATRICIA
1	1019668		\$114.45	Mar 21, 2018	88888	13692	NIEMIEC, ALICIA
1	1019669		\$13.62	Mar 21, 2018	88888	13693	NEAL, BRYENY B
1	1019670		\$11.95	Mar 21, 2018	88888	14130	MCCROSKEY, SHARI
1	1019671		\$111.73	Mar 21, 2018	88888	14961	SPRY, KARIE
1	1019672		\$78.48	Mar 21, 2018	88888	15695	THOMPSON, HYE-JEONG M
1	1019673		\$121.72	Mar 21, 2018	88888	16491	VITALI, ALICIA F
1	1019674		\$26.71	Mar 21, 2018	88888	18403	REGNIER, STACY
1	1019675		\$50.96	Mar 21, 2018	88888	18536	SPAULDING, SHEILA J
1	1019676		\$79.61	Mar 21, 2018	88888	18612	MALLINGER, MELINDA

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1019677		\$35.47	Mar 21, 2018	88888	18657	MCINNIS, MARNIE JO
1	1019678		\$174.73	Mar 21, 2018	88888	18847	MELQUIST, MICHELLE
1	1019679		\$86.36	Mar 21, 2018	88888	19257	RIVERS, JESSICA L
1	1019680		\$111.52	Mar 29, 2018	88888	6375	PRESTON, ANGELA
1	1019681		\$32.42	Mar 29, 2018	88888	6874	STEAD, AMY JO
1	1019682		\$60.00	Mar 29, 2018	88888	7279	BEARTH, LUKE A
1	1019683		\$9.59	Mar 29, 2018	88888	8189	BRAUN, JEAN C
1	1019684		\$57.03	Mar 29, 2018	88888	9295	WAGNER-SMITH, SHERRY
1	1019685		\$71.84	Mar 29, 2018	88888	9764	HILL, GARY S
1	1019686		\$49.70	Mar 29, 2018	88888	10543	WURDEMAN, SCOTT
1	1019687		\$35.09	Mar 29, 2018	88888	10637	KUGLER, JULIE
1	1019688		\$31.85	Mar 29, 2018	88888	13256	FANDRICH, KARI M
1	1019689		\$16.27	Mar 29, 2018	88888	14006	GRIFFIN, LYNDAY K
1	1019690		\$143.83	Mar 29, 2018	88888	14226	STALOCK, SHARRON C
1	1019691		\$100.44	Mar 29, 2018	88888	14242	TOFFE, ALISSA G
1	1019692		\$20.94	Mar 29, 2018	88888	14619	SLATTERY, CARA
1	1019693		\$99.57	Mar 29, 2018	88888	14969	DEMPSEY, JODI JEAN
1	1019694		\$121.49	Mar 29, 2018	88888	14969	DEMPSEY, JODI JEAN
1	1019695		\$68.55	Mar 29, 2018	88888	15381	KRAL, MELISSA M
1	1019696		\$32.74	Mar 29, 2018	88888	15745	ENGDAHL, ANN MARY
1	1019697		\$57.06	Mar 29, 2018	88888	15856	TOUSIGNANT, HOLLY
1	1019698		\$200.00	Mar 29, 2018	88888	16166	RIDER, LISA K
1	1019699		\$54.00	Mar 29, 2018	88888	16605	CRAWFORD, CINDY Y
1	1019700		\$28.99	Mar 29, 2018	88888	16654	GILRAY, REBECCA J
1	1019701		\$52.08	Mar 29, 2018	88888	16669	PETTINELLI, STEPHEN M
1	1019702		\$197.76	Mar 29,	88888	17175	FUNSTON, KATHY L

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
1	1019703		\$200.00	Mar 29, 2018	88888	17487	SOVINE, STACEY
1	1019704		\$15.98	Mar 29, 2018	88888	17751	BARNABY, BRIONNA
1	1019705		\$34.10	Mar 29, 2018	88888	17880	KEDING, ANGELICA
1	1019706		\$151.48	Mar 29, 2018	88888	17880	KEDING, ANGELICA
1	1019707		\$400.00	Mar 29, 2018	88888	18043	AMOROSO, CYNTHIA
1	1019708		\$863.93	Mar 29, 2018	88888	18075	SCHLAGER, DEREK A
1	1019709		\$200.00	Mar 29, 2018	88888	18215	WATKINS, DAVID
1	1019710		\$7.85	Mar 29, 2018	88888	18381	DEROUIN, JILL
1	1019711		\$200.00	Mar 29, 2018	88888	18391	JOHNSON, DOUGLAS A
1	1019712		\$66.96	Mar 29, 2018	88888	18749	KRAMER, KRISTA
1	1019713		\$56.34	Mar 29, 2018	88888	18983	SANTOS, MIYA D
1	1019714		\$15.98	Mar 29, 2018	88888	19132	ALTHOFF, MICHELLE
1	1019715		\$200.00	Mar 29, 2018	88888	19154	PIKAL, ROBIN
1	1019716		\$19.00	Mar 29, 2018	88888	19177	ANDERSON, JACLYN C
1	1019717		\$101.38	Mar 29, 2018	88888	19203	STAMPLEY, MORGAN
1	1019718		\$109.67	Mar 29, 2018	88888	19277	ANDERSON, LAURIE
1	1019719		\$5.88	Apr 4, 2018	88888	6956	ASHLEY, MARY K
1	1019720		\$24.09	Apr 4, 2018	88888	8281	PLASCHKO, MARY BETH
1	1019721		\$107.37	Apr 4, 2018	88888	9670	ROBOLE, VICKI M
1	1019722		\$32.70	Apr 4, 2018	88888	13441	TESMER, RUSSELL
1	1019723		\$15.97	Apr 4, 2018	88888	16003	PRANSCHKE, STEPHANIE T
1	1019724		\$46.33	Apr 4, 2018	88888	18348	NELSON, LINDSAY L
1	1019725		\$53.30	Apr 4, 2018	88888	18677	MCLAUGHLIN, ALEXANDRA M
1	1019726		\$66.71	Apr 4, 2018	88888	18679	MEYER, JESSICA M
1	1019727		\$114.78	Apr 4, 2018	88888	19190	AMARREH, HAMIDA I
1	1019728		\$38.86	Apr 4, 2018	88888	7304	GOSSMAN, LISA ANN
1	1019729		\$8.50	Apr 4, 2018	88888	7490	LEAKE, DONALD L
1	1019730		\$115.49	Apr 4, 2018	88888	9267	HOLDEN, MATTHEW J
1	1019731		\$102.24	Apr 4, 2018	88888	9267	HOLDEN, MATTHEW J
1	1019732		\$18.26	Apr 4, 2018	88888	9302	BOHR, JENNIFER L

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1019733		\$2.83	Apr 4, 2018	88888	13288	LUTZ, AMANDA J
1	1019734		\$27.03	Apr 4, 2018	88888	14479	KIBLER, JEANNE
1	1019735		\$35.15	Apr 4, 2018	88888	16633	CLOUTIER, DANA M
1	1019736		\$1,700.33	Apr 4, 2018	88888	16735	GORTON, RACHEL
1	1019737		\$32.12	Apr 4, 2018	88888	18943	HUGHES, RACHEL J
1	1019738		\$16.08	Apr 4, 2018	88888	18990	FLIKEID, TASHA
1	1019739		\$22.69	Apr 4, 2018	88888	19318	HEINE, MICHAEL
1	1019740		\$22.04	Apr 4, 2018	88888	19401	ETHEN, CHERI L
1	1019741		\$23.36	Apr 4, 2018	88888	19401	ETHEN, CHERI L
1	1019742		\$40.00	Apr 4, 2018	88888	19457	LALLIER, BRITNEY
1	1019743		\$6.49	Apr 11, 2018	88888	6452	BERG, JANET
1	1019744		\$25.07	Apr 11, 2018	88888	7847	KOLSTAD, MICHELE M
1	1019745		\$26.32	Apr 11, 2018	88888	11817	ALVEY, HEATHER
1	1019746		\$52.27	Apr 11, 2018	88888	12319	CIN, STEPHANIE P
1	1019747		\$93.50	Apr 11, 2018	88888	13396	HUTCHINSON, JENNIFER L
1	1019748		\$57.44	Apr 11, 2018	88888	13495	BROWN, CHRISTOPHER M
1	1019749		\$6.54	Apr 11, 2018	88888	15682	GONZALEZ, MEGAN
1	1019750		\$49.00	Apr 11, 2018	88888	15736	GILBERTSON, DALE
1	1019751		\$21.80	Apr 11, 2018	88888	15922	DUNN, RUTH C
1	1019752		\$13.74	Apr 11, 2018	88888	16377	ALEXON, BETH J
1	1019753		\$49.00	Apr 11, 2018	88888	16789	KRONABETTER, JULIE R
1	1019754		\$260.41	Apr 11, 2018	88888	17142	GRAY, KAREN M
1	1019755		\$43.83	Apr 11, 2018	88888	17142	GRAY, KAREN M
1	1019756		\$65.00	Apr 11, 2018	88888	17142	GRAY, KAREN M
1	1019757		\$101.42	Apr 11, 2018	88888	17175	FUNSTON, KATHY L
1	1019758		\$40.93	Apr 11, 2018	88888	17322	CZAPAR, KELLY N
1	1019759		\$19.00	Apr 11, 2018	88888	17333	JONES, GARY A
1	1019760		\$85.33	Apr 11, 2018	88888	17677	GLAS, JOHN M
1	1019761		\$48.44	Apr 11, 2018	88888	17677	GLAS, JOHN M

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1019762		\$36.46	Apr 11, 2018	88888	17677	GLAS, JOHN M
1	1019763		\$53.19	Apr 11, 2018	88888	19158	EWERT, CASEY B
1	1019764		\$104.75	Apr 11, 2018	88888	19250	BERENS, MICHELE E
1	1019765		\$143.06	Apr 11, 2018	88888	4356	SIMON, GLENN D.
1	1019766		\$7.03	Apr 11, 2018	88888	7347	SMITH, KELLY L
1	1019767		\$30.16	Apr 11, 2018	88888	7829	ROCZNAK, EUGENE A
1	1019768		\$66.74	Apr 11, 2018	88888	8180	NORDMARK, PAMELA J
1	1019769		\$63.82	Apr 11, 2018	88888	10543	WURDEMAN, SCOTT
1	1019770		\$41.04	Apr 11, 2018	88888	12064	PETERSON, LAURA J
1	1019771		\$55.65	Apr 11, 2018	88888	12283	NELSON, MICHELLE L
1	1019772		\$34.01	Apr 11, 2018	88888	12889	MOORLACH, BRIAN
1	1019773		\$72.33	Apr 11, 2018	88888	13431	PAETZOLD, ROBERT JAMES
1	1019774		\$52.10	Apr 11, 2018	88888	16345	WALCZAK, CHERYL M
1	1019775		\$148.24	Apr 11, 2018	88888	16501	NESS, KAREN M
1	1019776		\$466.20	Apr 11, 2018	88888	17183	VOIGT, PAMELA M
1	1019777		\$28.29	Apr 11, 2018	88888	17183	VOIGT, PAMELA M
1	1019778		\$128.02	Apr 11, 2018	88888	17565	PETRI, KATHRYN E
1	1019779		\$3.98	Apr 11, 2018	88888	17719	NIERENGARTEN, BRIANNA L
1	1019780		\$8.18	Apr 11, 2018	88888	18045	VO, KELLY RAE
1	1019781		\$105.24	Apr 11, 2018	88888	18071	MCPARLAND, SHANNON
1	1019782		\$58.32	Apr 11, 2018	88888	18349	MOREN, KIMBERLY J
1	1019783		\$68.34	Apr 11, 2018	88888	18536	SPAULDING, SHEILA J
1	1019784		\$8.83	Apr 11, 2018	88888	18635	MCDOWELL, MORGAN
1	1019785		\$40.78	Apr 11, 2018	88888	19187	TOUSIGNANT, ROBYN E
1	1019786		\$102.30	Apr 11, 2018	88888	19203	STAMPLEY, MORGAN
1	1019787		\$66.27	Apr 11,	88888	19455	MARTINEZ, ANNETTE

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
Check Count	162	Grand Total	\$13,631.35				

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458059	Clear	\$444.32	Mar 17, 2018	02623	1	ACCO BRANDS USA LLC
4	458060	Clear	\$7,778.79	Mar 17, 2018	28551	0	ADVANCED IMAGING SOLUTIONS
4	458061		\$400.00	Mar 17, 2018	22108	0	AYAQUICA, SHERI
4	458062	Clear	\$400.00	Mar 17, 2018	28758	0	BEHAVE YOUR BEST LLC
4	458063	Clear	\$661.50	Mar 17, 2018	24487	0	CADE, STEPHANIE
4	458064		\$50.00	Mar 17, 2018	29343	0	CARSON, WENDY
4	458065	Clear	\$544.68	Mar 17, 2018	27279	1	COLE PAPERS INC.
4	458066	Clear	\$3,471.31	Mar 17, 2018	06231	0	CONSOLIDATED COMMUNICATIONS
4	458067	Clear	\$833.33	Mar 17, 2018	22061	1	DISTRIBUTED WEBSITE CORPORATION
4	458068	Clear	\$1,666.66	Mar 17, 2018	26551	0	EAGLES WINGS, LLC
4	458069	Clear	\$99.00	Mar 17, 2018	09272	2	ECM PUBLISHERS, INC.
4	458070	Clear	\$70.00	Mar 17, 2018	07754	1	EDGEWOOD MIDDLE SCHOOL
4	458071		\$131.00	Mar 17, 2018	28531	0	EDUCATION MINNESOTA
4	458072	Clear	\$1,043.88	Mar 17, 2018	28651	0	FOOD GROUP
4	458073	Clear	\$2,500.00	Mar 17, 2018	29745	0	GONZALEZ, JOHN
4	458074	Clear	\$125.00	Mar 17, 2018	27604	0	GREAT LAKES HIGHER EDUCATION CORPORATION
4	458075	Clear	\$113.15	Mar 17, 2018	00575	0	GROTH MUSIC COMPANY
4	458076	Clear	\$521.00	Mar 17, 2018	20324	1	GURSTEL LAW FIRM, P.C.
4	458077	Clear	\$150.00	Mar 17, 2018	22902	0	HENRY, LAWRENCE
4	458078	Clear	\$2,950.00	Mar 17, 2018	28887	1	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.
4	458079	Clear	\$60.00	Mar 17, 2018	24867	0	IBAR, AMINA
4	458080	Clear	\$450.00	Mar 17, 2018	24274	1	INNOVATIVE OFFICE SOLUTIONS, LLC
4	458081	Clear	\$350.00	Mar 17, 2018	20540	0	INTELLIGERE, INC
4	458082	Clear	\$597.51	Mar 17, 2018	29296	0	INTEREUM, INC.
4	458083	Clear	\$29,356.56	Mar 17, 2018	09327	0	INTERMEDIATE SCHOOL DISTRICT 917
4	458084	Clear	\$57,014.50	Mar 17,	27633	0	KELLY SERVICES, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458085	Clear	\$230.00	Mar 17, 2018	26743	0	KIDCREATE STUDIO
4	458086	Clear	\$60.00	Mar 17, 2018	25433	0	LUONG, JOE
4	458087	Clear	\$238.00	Mar 17, 2018	24921	0	MECA SPORTSWEAR
4	458088	Clear	\$110.00	Mar 17, 2018	08865	10	METRO ECSU-REGION 11 ISD#920
4	458089	Clear	\$4,507.50	Mar 17, 2018	24523	0	MIDWEST LANGUAGE BANC, INC.
4	458090	Clear	\$760.00	Mar 17, 2018	22324	0	MULTILINGUAL WORD, INC.
4	458091	Clear	\$60.00	Mar 17, 2018	24243	0	MUNOZ, MARIBEL
4	458092	Clear	\$202.94	Mar 17, 2018	24335	1	NEW DOMINION SCHOOL
4	458093	Clear	\$369.60	Mar 17, 2018	28168	0	ROARK, RICHARD JEFFREY
4	458094	Clear	\$65.00	Mar 17, 2018	00016	3351	ROSENZWEIG, JENNIFER
4	458095	Clear	\$92.88	Mar 17, 2018	03532	2	SCHMITT MUSIC
4	458096	Clear	\$345.45	Mar 17, 2018	28183	0	SECOND HARVEST HEARTLAND
4	458097	Clear	\$8,020.12	Mar 17, 2018	23848	0	SFM
4	458098	Clear	\$132.18	Mar 17, 2018	28611	0	SOUTHWEST METRO INTERMEDIATE
4	458099	Clear	\$272.95	Mar 17, 2018	28502	0	THE MCDOWELL AGENCY, INC.
4	458100	Clear	\$3,818.00	Mar 17, 2018	26627	0	THE PLAYS THE THING PRODUCTIONS
4	458101	Clear	\$115.00	Mar 17, 2018	02813	7	US DEPARTMENT OF EDUCATION
4	458102	Clear	\$46,233.64	Mar 17, 2018	04417	1	US FOODS INC
4	458103	Unissued	\$0.00	Mar 17, 2018	04417	1	US FOODS INC
4	458104	Unissued	\$0.00	Mar 17, 2018	04417	1	US FOODS INC
4	458105	Clear	\$1,695.00	Mar 17, 2018	07737	0	YOUTH FRONTIERS, INC.
4	458106	Clear	\$169.95	Mar 20, 2018	28551	0	ADVANCED IMAGING SOLUTIONS
4	458107		\$360.00	Mar 20, 2018	22108	0	AYAQUICA, SHERI
4	458108	Clear	\$29,285.87	Mar 20, 2018	02519	0	CENTERPOINT ENERGY
4	458109		\$120.00	Mar 20, 2018	28260	0	CHOY, SERGIO R.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458110		\$222.50	Mar 20, 2018	25919	0	CORDOVA, LETICIA
4	458111		\$9.79	Mar 20, 2018	00016	3352	CRUZ, ARELI
4	458112	Clear	\$560,725.78	Mar 20, 2018	28300	1	DURHAM SCHOOL SERVICES
4	458113	Clear	\$75.00	Mar 20, 2018	26554	0	GANADO, CESAR
4	458114	Clear	\$395.00	Mar 20, 2018	29729	0	GREATAMERICA FINANCIAL SERVICES
4	458115	Clear	\$555.00	Mar 20, 2018	24542	0	JAMA, SAFIYO
4	458116	Clear	\$54,245.33	Mar 20, 2018	27633	0	KELLY SERVICES, INC.
4	458117	Clear	\$7,000.00	Mar 20, 2018	28953	0	LINDSEY, DELORES
4	458118	Clear	\$160.00	Mar 20, 2018	02196	0	MACKIN EDUCATIONAL RESOURCES
4	458119	Clear	\$130.00	Mar 20, 2018	08865	10	METRO ECSU-REGION 11 ISD#920
4	458120	Clear	\$414.00	Mar 20, 2018	09215	0	MINNESOTA CHILDREN'S MUSEUM
4	458121	Clear	\$1,860.76	Mar 20, 2018	03029	1	MINNESOTA ENERGY RESOURCES
4	458122		\$80.00	Mar 20, 2018	29160	0	MINNESOTA QUIZ BOWL ALLIANCE (MQBA)
4	458123	Clear	\$180.00	Mar 20, 2018	08014	0	MN ASSOC OF SECRETARIES TO THE PRINCIPA(MASP)
4	458124	Clear	\$105.00	Mar 20, 2018	08543	7	MN DEPT OF HEALTH
4	458125		\$230.00	Mar 20, 2018	24231	0	MN SCHOOL SOCIAL WORK ASSOCIATION (MSSWA)
4	458126	Clear	\$5,486.25	Mar 20, 2018	22324	0	MULTILINGUAL WORD, INC.
4	458127	Clear	\$580.00	Mar 20, 2018	26335	0	NATIONAL ACADEMIC QUIZ TOURNAMENTS, LLC
4	458128	Clear	\$60.00	Mar 20, 2018	25372	4	NCS PEARSON INC
4	458129	Clear	\$100.00	Mar 20, 2018	03268	0	PACER CENTER, INC.
4	458130	Clear	\$360.00	Mar 20, 2018	24879	0	PEREZ, MELISSA M.
4	458131		\$60.00	Mar 20, 2018	22793	0	RABINOWICZ, JACK
4	458132	Clear	\$362.40	Mar 20, 2018	08790	0	RELIABLE MEDICAL SUPPLY
4	458133	Clear	\$160.00	Mar 20, 2018	20491	0	SAVAGE, DAWN
4	458134	Clear	\$114.37	Mar 20, 2018	03532	2	SCHMITT MUSIC
4	458135	Clear	\$15.00	Mar 20,	26552	3	SCHOOL NUTRITION ASSOCIATION

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458136	Clear	\$15.60	Mar 20, 2018	27563	0	SHRED RIGHT
4	458137	Clear	\$595.00	Mar 20, 2018	29575	0	SKOW, KAREN
4	458138	Clear	\$6,842.50	Mar 20, 2018	24346	0	STRATEGIC BEHAVIORAL SOLUTIONS
4	458139	Clear	\$6,199.83	Mar 20, 2018	04417	1	US FOODS INC
4	458140	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458141	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458142	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458143	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458144	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458145	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458146	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458147	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458148	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458149	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458150	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458151	Unissued	\$0.00	Mar 20, 2018	04417	1	US FOODS INC
4	458152	Clear	\$165.00	Mar 20, 2018	28298	0	US HEALTH WORKS MEDICAL GRP MN, PC
4	458153	Clear	\$120.00	Mar 20, 2018	25560	0	WARSAME, KADRA
4	458154		\$165.00	Mar 20, 2018	25837	0	WILLIAMS, REBECCA
4	458155	Clear	\$2,881.23	Mar 23, 2018	29434	0	ACER SERVICE CORPORATION
4	458156	Clear	\$313.50	Mar 23, 2018	06215	0	AIRPORT TAXI, INC.
4	458157	Clear	\$3,285.61	Mar 23, 2018	26500	0	ARMSTRONG TORSETH SKOLD & RYDEEN INC.
4	458158	Clear	\$5,000.00	Mar 23, 2018	29750	0	ARTSTART
4	458159	Clear	\$247.14	Mar 23, 2018	09987	1	BEARCOM
4	458160	Clear	\$396.40	Mar 23, 2018	08837	0	BEST WESTERN PREMIER NICOLLET INN

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458161		\$44.70	Mar 23, 2018	00001	1787	BONNEMA, CHRIS
4	458162		\$990.00	Mar 23, 2018	09972	0	BUCK HILL, INC.
4	458163	Clear	\$630.00	Mar 23, 2018	00673	0	BURNSVILLE, CITY OF
4	458164	Clear	\$350.00	Mar 23, 2018	29511	0	BUSCH, ZACHARY
4	458165	Clear	\$5,600.00	Mar 23, 2018	21968	0	CEL PUBLIC RELATIONS, INC.
4	458166	Clear	\$688.20	Mar 23, 2018	29409	0	CHERRYDALE FARMS
4	458167		\$360.00	Mar 23, 2018	28401	0	CHOY, KEREN
4	458168		\$60.00	Mar 23, 2018	28260	0	CHOY, SERGIO R.
4	458169		\$373.57	Mar 23, 2018	03866	0	CONTINENTAL CLAY COMPANY
4	458170	Clear	\$762.66	Mar 23, 2018	22970	0	DELEGARD TOOL COMPANY
4	458171	Clear	\$248.80	Mar 23, 2018	07092	0	EAGAN SHIRT WERKS
4	458172	Clear	\$303.94	Mar 23, 2018	29706	0	EXPRESS AUTO PARTS
4	458173		\$1,444.77	Mar 23, 2018	20662	0	FITZHARRIS SPORTS
4	458174		\$790.00	Mar 23, 2018	24387	0	FLAMINIO, KATHRYN
4	458175	Clear	\$401.00	Mar 23, 2018	27736	0	GLOBAL COMMUNICATIONS WIRING & SERVICES
4	458176	Clear	\$1,000.00	Mar 23, 2018	29590	0	HUSAK, PATRICE
4	458177		\$60.00	Mar 23, 2018	29182	0	HUTSAL, OLEKSANDRA
4	458178		\$64.90	Mar 23, 2018	03003	2	J.W. PEPPER & SON INC.
4	458179	Clear	\$55,352.52	Mar 23, 2018	27633	0	KELLY SERVICES, INC.
4	458180		\$3,229.00	Mar 23, 2018	27440	0	MIDWEST EDUCATIONAL CONSULTANTS, INC
4	458181		\$515.00	Mar 23, 2018	29160	0	MINNESOTA QUIZ BOWL ALLIANCE (MQBA)
4	458182		\$800.00	Mar 23, 2018	09029	0	MN ACADEMY OF SCIENCE
4	458183		\$40.00	Mar 23, 2018	02475	1	MN PCS USERS GROUP
4	458184		\$306.25	Mar 23, 2018	22324	0	MULTILINGUAL WORD, INC.
4	458185		\$2,765.00	Mar 23, 2018	26335	0	NATIONAL ACADEMIC QUIZ TOURNAMENTS, LLC
4	458186	Clear	\$1,600.00	Mar 23,	21907	0	OLSON, JANE

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458187	Clear	\$315.00	Mar 23, 2018	06693	0	POWELL, MALINDA
4	458188		\$396.90	Mar 23, 2018	29413	1	QIVITALITY, LLC
4	458189	Clear	\$2,627.17	Mar 23, 2018	20099	2	RELIASTAR LIFE INSURANCE COMPANY
4	458190	Clear	\$2,671.00	Mar 23, 2018	20099	3	RELIASTAR LIFE INSURANCE COMPANY
4	458191	Clear	\$1,355.80	Mar 23, 2018	20099	4	RELIASTAR LIFE INSURANCE COMPANY
4	458192		\$1,534.90	Mar 23, 2018	24398	0	ROSEMOUNT, CITY OF
4	458193	Clear	\$119.48	Mar 23, 2018	03532	2	SCHMITT MUSIC
4	458194	Clear	\$500.90	Mar 23, 2018	28183	0	SECOND HARVEST HEARTLAND
4	458195	Clear	\$250.00	Mar 23, 2018	03587	1	SIMPLEX GRINNELL
4	458196		\$45.00	Mar 23, 2018	23536	0	STILLWATER AREA HIGH SCHOOL
4	458197	Clear	\$9,267.37	Mar 23, 2018	29345	1	T-MOBILE
4	458198	Clear	\$39,448.53	Mar 23, 2018	24486	0	THE HARTFORD
4	458199	Clear	\$355.05	Mar 23, 2018	03802	0	TRIO SUPPLY
4	458200	Clear	\$1,624.97	Mar 23, 2018	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	458201	Clear	\$294.40	Mar 23, 2018	03666	0	UNIVERSITY OF WISCONSIN-STOUT
4	458202	Clear	\$33,312.26	Mar 23, 2018	04417	1	US FOODS INC
4	458203	Unissued	\$0.00	Mar 23, 2018	04417	1	US FOODS INC
4	458204	Unissued	\$0.00	Mar 23, 2018	04417	1	US FOODS INC
4	458205	Clear	\$60.00	Mar 23, 2018	25560	0	WARSAME, KADRA
4	458206	Clear	\$5,000.00	Mar 23, 2018	29712	0	YOUTH LENS 360
4	458207		\$5,902.50	Mar 23, 2018	28024	0	ZFX INC
4	458208		\$10,064.85	Mar 29, 2018	28551	1	ADVANCED IMAGING SOLUTIONS
4	458209		\$2,520.00	Mar 29, 2018	09076	0	AGL CONSULTING
4	458210		\$1,078.88	Mar 29, 2018	00428	0	ARAMARK
4	458211		\$300.00	Mar 29, 2018	05368	0	BURGESON, NANCY

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458212		\$2,500.00	Mar 29, 2018	28702	0	BURNSVILLE HIGH SCHOOL TOUCHDOWN CLUB INC.
4	458213		\$628.20	Mar 29, 2018	29243	0	CARLSON, GERRI
4	458214		\$264.00	Mar 29, 2018	27274	0	COMPUTER EXPLORERS
4	458215		\$673.61	Mar 29, 2018	28540	0	CORE BEVERAGE
4	458216		\$280.00	Mar 29, 2018	22013	0	CUSTOM WATER WORKS
4	458217		\$275.00	Mar 29, 2018	24377	0	DAN PATCH DAYS, INC.
4	458218		\$897.75	Mar 29, 2018	22061	0	DISTRIBUTED WEBSITE CORPORATION
4	458219		\$123.75	Mar 29, 2018	09272	2	ECM PUBLISHERS, INC.
4	458220		\$160.42	Mar 29, 2018	29031	0	GOSWAMI, ALPA
4	458221		\$373.00	Mar 29, 2018	29684	0	HEACOX, HARTMAN, KOSHMRL, COSGRIFF, JOHNSON,
4	458222		\$5,700.00	Mar 29, 2018	25595	0	KIMBERLY GIBBONS
4	458223		\$43.13	Mar 29, 2018	28748	0	LAMPRECHT, JOHN
4	458224		\$20.00	Mar 29, 2018	00001	1788	MADRID, ALMA
4	458225		\$1,014.64	Mar 29, 2018	29588	0	MAKING MATHEMATICS MEANINGFUL
4	458226		\$2,376.00	Mar 29, 2018	25512	0	MAYER ARTS, INC.
4	458227		\$65.00	Mar 29, 2018	03814	0	MINNESOTA COMMUNITY EDUCATION ASSOC (MCEA)
4	458228		\$250.00	Mar 29, 2018	02956	0	MSOPA
4	458229		\$165.00	Mar 29, 2018	00016	3287	NGUYEN, DINH
4	458230		\$31.20	Mar 29, 2018	27563	1	NORTH AMERICAN BANKING COMPANY
4	458231		\$147.00	Mar 29, 2018	02467	0	NOVAK, JANICE S.
4	458232		\$200.00	Mar 29, 2018	29262	0	ON DEMAND PRINTING
4	458233		\$24.38	Mar 29, 2018	00000	1599	PEDERSEN, NORMA
4	458234		\$200.00	Mar 29, 2018	29751	0	RUNNING, PHILIP
4	458235		\$181.25	Mar 29, 2018	25562	0	SACHS, ALICE
4	458236		\$8,250.00	Mar 29, 2018	26796	0	SAFEWAY DRIVING SCHOOL
4	458237		\$374.00	Mar 29,	02039	0	THE WORKS

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458238		\$138.65	Mar 29, 2018	00826	1	TIERNEY BROTHERS, INC.
4	458239		\$387.50	Mar 29, 2018	08203	1	TIES
4	458240		\$64.10	Mar 29, 2018	21190	0	TROUSIL, WANDA
4	458241		\$886.00	Mar 29, 2018	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	458242		\$34,575.51	Mar 29, 2018	04417	1	US FOODS INC
4	458243	Unissued	\$0.00	Mar 29, 2018	04417	1	US FOODS INC
4	458244	Unissued	\$0.00	Mar 29, 2018	04417	1	US FOODS INC
4	458245		\$120.00	Mar 29, 2018	29714	1	VERTICAL ENDEAVORS- BLOOMINGTON
4	458246		\$840.98	Mar 29, 2018	24245	0	YOUTH ENRICHMENT LEAGUE
4	458247		\$424.42	Apr 1, 2018	29434	0	ACER SERVICE CORPORATION
4	458248		\$6,871.93	Apr 1, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458249	Unissued	\$0.00	Apr 1, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458250	Unissued	\$0.00	Apr 1, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458251	Unissued	\$0.00	Apr 1, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458252	Unissued	\$0.00	Apr 1, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458253	Unissued	\$0.00	Apr 1, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458254		\$575.81	Apr 1, 2018	03503	0	AMERICAN TIME & SIGNAL
4	458255		\$236.95	Apr 1, 2018	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	458256		\$658.00	Apr 1, 2018	25449	2	AUTOMATED LOGIC CONTRACTING SERVICES
4	458257		\$85.45	Apr 1, 2018	00386	1	BARNES & NOBLE, INC.
4	458258		\$12,733.49	Apr 1, 2018	00477	0	BIX PRODUCE COMPANY
4	458259	Unissued	\$0.00	Apr 1, 2018	00477	0	BIX PRODUCE COMPANY
4	458260	Unissued	\$0.00	Apr 1, 2018	00477	0	BIX PRODUCE COMPANY
4	458261	Unissued	\$0.00	Apr 1, 2018	00477	0	BIX PRODUCE COMPANY
4	458262	Unissued	\$0.00	Apr 1, 2018	00477	0	BIX PRODUCE COMPANY

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458263		\$4,499.28	Apr 1, 2018	00397	0	BRO-TEX, INC.
4	458264		\$2,368.75	Apr 1, 2018	00707	1	CARRIER CORPORATION
4	458265		\$450.00	Apr 1, 2018	24466	1	CENTER FOR THE COLLABORATIVE CLASSROOM
4	458266		\$11,158.48	Apr 1, 2018	23509	0	COOL AIR MECHANICAL, INC.
4	458267		\$67.25	Apr 1, 2018	00645	2	CUB FOODS
4	458268		\$3,263.21	Apr 1, 2018	04186	1	DALCO
4	458269		\$2,795.13	Apr 1, 2018	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	458270		\$620.00	Apr 1, 2018	28982	0	EKON-O-PAC, LLC
4	458271		\$233.75	Apr 1, 2018	01078	0	ELECTRO WATCHMAN, INC.
4	458272		\$483.00	Apr 1, 2018	26949	0	FAIRFIELD GLASS & WINDOW, INC.
4	458273		\$96.08	Apr 1, 2018	04527	1	FOLLETT SCHOOL SOLUTIONS, INC.
4	458274		\$492.37	Apr 1, 2018	04387	1	GRAINGER
4	458275		\$1,989.96	Apr 1, 2018	29518	0	HEART ZONES, INC.
4	458276		\$1,170.31	Apr 1, 2018	09318	1	HILLYARD INC - MINNEAPOLIS
4	458277		\$630.00	Apr 1, 2018	23654	1	IDENTISYS, INC.
4	458278		\$80.00	Apr 1, 2018	02196	0	MACKIN EDUCATIONAL RESOURCES
4	458279		\$747.90	Apr 1, 2018	23914	0	MIDWEST VENDING
4	458280		\$243.53	Apr 1, 2018	03770	3	MINNESOTA POLLUTION CONTROL AGENCY - MPCA
4	458281		\$3,860.00	Apr 1, 2018	28240	1	MN SUPPLY
4	458282		\$21.84	Apr 1, 2018	03519	0	NAPA AUTO PARTS
4	458283		\$265.00	Apr 1, 2018	20320	0	NORTHERN AIR CORPORATION (NAC)
4	458284		\$140.00	Apr 1, 2018	02489	1	OFFICE DEPOT COMPANY
4	458285		\$175.00	Apr 1, 2018	03695	0	OVERHEAD DOOR COMPANY OF THE NORTHLAND
4	458286		\$73.82	Apr 1, 2018	28785	0	PRODOCON, INC
4	458287		\$1,315.59	Apr 1, 2018	28785	1	PRODOCON, INC
4	458288		\$68,357.78	Apr 1,	29749	0	RAK CONSTRUCTION, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458289		\$396.00	Apr 1, 2018	03587	1	SIMPLEX GRINNELL
4	458290		\$52.92	Apr 1, 2018	29519	1	TRI-DIM FILTER CORP
4	458291		\$5,279.49	Apr 1, 2018	03802	0	TRIO SUPPLY
4	458292	Unissued	\$0.00	Apr 1, 2018	03802	0	TRIO SUPPLY
4	458293		\$70.49	Apr 1, 2018	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	458294		\$337.30	Apr 1, 2018	04243	1	VIKING ELECTRIC SUPPLY, INC.
4	458295		\$162.48	Apr 1, 2018	04435	0	WEST MUSIC COMPANY
4	458296		\$960.00	Apr 6, 2018	28551	0	ADVANCED IMAGING SOLUTIONS
4	458297		\$2,372.58	Apr 6, 2018	27586	0	AMERICAN OFFICE PRODUCTS
4	458298		\$356.22	Apr 6, 2018	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	458299	Unissued	\$0.00	Apr 6, 2018	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	458300		\$392.00	Apr 6, 2018	26468	0	ARROW LIFT
4	458301		\$56.00	Apr 6, 2018	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	458302		\$2,015.50	Apr 6, 2018	09991	0	BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSTS
4	458303		\$10,570.16	Apr 6, 2018	04226	0	BURNSVILLE, CITY OF
4	458304	Unissued	\$0.00	Apr 6, 2018	04226	0	BURNSVILLE, CITY OF
4	458305		\$48,813.17	Apr 6, 2018	02519	0	CENTERPOINT ENERGY
4	458306		\$266.02	Apr 6, 2018	02781	5	CENTURYLINK
4	458307		\$60.00	Apr 6, 2018	28401	0	CHOY, KEREN
4	458308		\$180.00	Apr 6, 2018	28260	0	CHOY, SERGIO R.
4	458309		\$630.00	Apr 6, 2018	25919	0	CORDOVA, LETICIA
4	458310		\$1,206.98	Apr 6, 2018	00502	0	CORNERSTONE COPY CENTER
4	458311		\$6,806.25	Apr 6, 2018	22059	0	DAKOTA OUTDOORS LLC
4	458312		\$720.00	Apr 6, 2018	20524	0	DEWALD, RINA C.
4	458313		\$2,747.50	Apr 6, 2018	27732	0	DIALOG ONE LLC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458314		\$8,821.97	Apr 6, 2018	00641	0	DICK'S/LAKEVILLE SANITATION, INC.
4	458315		\$6,005.45	Apr 6, 2018	29385	0	DIGITAL INSURANCE, INC.
4	458316		\$833.33	Apr 6, 2018	22061	1	DISTRIBUTED WEBSITE CORPORATION
4	458317		\$203.94	Apr 6, 2018	00827	0	DODGE OF BURNSVILLE, INC.
4	458318		\$5,521.88	Apr 6, 2018	27010	1	DUDE SOLUTIONS
4	458319		\$1,048.22	Apr 6, 2018	01002	0	EAGAN, CITY OF
4	458320		\$1,666.66	Apr 6, 2018	26551	0	EAGLES WINGS, LLC
4	458321		\$1,012.35	Apr 6, 2018	09272	2	ECM PUBLISHERS, INC.
4	458322		\$131.00	Apr 6, 2018	28531	0	EDUCATION MINNESOTA
4	458323		\$1,807.85	Apr 6, 2018	26262	1	EDUCATORS BENEFIT CONSULTANTS, LLC
4	458324		\$50.00	Apr 6, 2018	29530	0	FITNESS BOOMERS
4	458325		\$1,667.81	Apr 6, 2018	28651	0	FOOD GROUP
4	458326		\$105.32	Apr 6, 2018	28202	0	FOUNDATION 191
4	458327		\$300.00	Apr 6, 2018	29465	0	FROST III, ROBERT
4	458328		\$125.00	Apr 6, 2018	27604	0	GREAT LAKES HIGHER EDUCATION CORPORATION
4	458329		\$226.85	Apr 6, 2018	00575	0	GROTH MUSIC COMPANY
4	458330		\$35.00	Apr 6, 2018	09752	2	HAMLIN UNIVERSITY
4	458331		\$71.72	Apr 6, 2018	00862	3	HERFF JONES, INC.
4	458332		\$19,215.00	Apr 6, 2018	20347	1	HOUSE OF PRINT
4	458333		\$60.00	Apr 6, 2018	29182	0	HUTSAL, OLEKSANDRA
4	458334		\$12,505.00	Apr 6, 2018	28876	0	IMAGINE DESIGN & CREATIVE CONSULTING, INC
4	458335		\$92.16	Apr 6, 2018	29296	0	INTEREUM, INC.
4	458336		\$50.00	Apr 6, 2018	01994	0	J&R SCHOOL SUPPLIES, INC.
4	458337		\$120.00	Apr 6, 2018	24542	0	JAMA, SAFIYO
4	458338		\$2,064.00	Apr 6, 2018	29424	1	K12 MANAGEMENT
4	458339		\$163.20	Apr 6,	29692	0	KIEFER

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458340		\$11,644.23	Apr 6, 2018	07448	0	MINNESOTA VALLEY ELECTRIC COOPERATIVE
4	458341		\$4,375.00	Apr 6, 2018	09029	0	MN ACADEMY OF SCIENCE
4	458342	Unissued	\$0.00	Apr 6, 2018	09029	0	MN ACADEMY OF SCIENCE
4	458343	Unissued	\$0.00	Apr 6, 2018	09029	0	MN ACADEMY OF SCIENCE
4	458344		\$180.00	Apr 6, 2018	24243	0	MUNOZ, MARIBEL
4	458345		\$96.00	Apr 6, 2018	08769	0	NCPERS MINNESOTA
4	458346		\$4,710.00	Apr 6, 2018	02136	0	NORMANDEALE COMMUNITY COLLEGE
4	458347		\$2,271.15	Apr 6, 2018	06477	0	OFFICE OF MN IT SERVICES
4	458348		\$298.00	Apr 6, 2018	29012	0	PACHABELLY DANCE
4	458349		\$135.00	Apr 6, 2018	03508	4	PARK NICOLLET HEALTH SERVICES
4	458350		\$480.00	Apr 6, 2018	24879	0	PEREZ, MELISSA M.
4	458351		\$688.00	Apr 6, 2018	24681	0	PROFESSIONAL WIRELESS COMMUNICATIONS
4	458352		\$416.00	Apr 6, 2018	03184	1	PSAT/NMSQT
4	458353		\$7.00	Apr 6, 2018	00000	468	SAARELA, JANE
4	458354		\$4,874.84	Apr 6, 2018	09588	0	SAVAGE, CITY OF
4	458355		\$20.00	Apr 6, 2018	09588	4	SAVAGE, CITY OF
4	458356		\$7,806.26	Apr 6, 2018	07382	0	SCHOOL SERVICES EMPLOYEES LOCAL 284
4	458357		\$408.00	Apr 6, 2018	03587	1	SIMPLEX GRINNELL
4	458358		\$722.50	Apr 6, 2018	29575	0	SKOW, KAREN
4	458359		\$260.00	Apr 6, 2018	21149	0	SUCANSKY, SARAH
4	458360		\$3,136.66	Apr 6, 2018	29345	1	T-MOBILE
4	458361		\$878.55	Apr 6, 2018	28502	0	THE MCDOWELL AGENCY, INC.
4	458362		\$37,845.00	Apr 6, 2018	08595	0	UNIVERSITY OF MINNESOTA-TUITION
4	458363		\$86.00	Apr 6, 2018	02813	7	US DEPARTMENT OF EDUCATION
4	458364		\$926.35	Apr 6, 2018	04417	1	US FOODS INC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458365		\$82.38	Apr 6, 2018	27728	1	US GAMES
4	458366		\$367.00	Apr 6, 2018	28298	0	US HEALTH WORKS MEDICAL GRP MN, PC
4	458367		\$60.00	Apr 6, 2018	25560	0	WARSAME, KADRA
4	458368		\$15.26	Apr 6, 2018	29366	0	WILDER, ERICA
4	458369		\$14.31	Apr 6, 2018	02776	0	XCEL ENERGY
4	458370		\$44.98	Apr 10, 2018	28551	0	ADVANCED IMAGING SOLUTIONS
4	458371		\$250.00	Apr 10, 2018	29753	0	ANDERSON, TODD E
4	458372		\$280.00	Apr 10, 2018	01131	0	ATHENA AWARDS COMMITTEE
4	458373		\$354.00	Apr 10, 2018	24487	0	CADE, STEPHANIE
4	458374		\$160.69	Apr 10, 2018	00000	2030	CHRISTENSEN, MARYBETH
4	458375		\$45.00	Apr 10, 2018	00000	7358	DUMKE, BETH
4	458376		\$2,713.24	Apr 10, 2018	02333	1	EARTHGRAINS BAKING CO. INC.
4	458377		\$665.55	Apr 10, 2018	26262	1	EDUCATORS BENEFIT CONSULTANTS, LLC
4	458378		\$47.90	Apr 10, 2018	16514	0	GRAFF, SALLY M
4	458379		\$305.00	Apr 10, 2018	29529	0	JH POOL CONSULTING, INC.
4	458380		\$55,117.37	Apr 10, 2018	27633	0	KELLY SERVICES, INC.
4	458381		\$1,125.00	Apr 10, 2018	23675	0	MAXWELL, KIM
4	458382		\$2,563.02	Apr 10, 2018	03029	1	MINNESOTA ENERGY RESOURCES
4	458383		\$1,225.00	Apr 10, 2018	09029	0	MN ACADEMY OF SCIENCE
4	458384		\$5,708.60	Apr 10, 2018	04476	0	NATIONAL TREASURE KUNG FU INC
4	458385		\$1,000.00	Apr 10, 2018	28293	0	READING & MATH INC
4	458386		\$135.79	Apr 10, 2018	03532	2	SCHMITT MUSIC
4	458387		\$513.05	Apr 10, 2018	28183	0	SECOND HARVEST HEARTLAND
4	458388		\$30.00	Apr 10, 2018	29714	1	VERTICAL ENDEAVORS- BLOOMINGTON
4	458389		\$190.00	Apr 16, 2018	28491	0	A.J. MOORE ELECTRIC, INC.
4	458390		\$795.00	Apr 16,	01118	0	ABLENET, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458391		\$4,188.42	Apr 16, 2018	29434	0	ACER SERVICE CORPORATION
4	458392	Unissued	\$0.00	Apr 16, 2018	29434	0	ACER SERVICE CORPORATION
4	458393		\$427.52	Apr 16, 2018	24370	0	ACTION OVERHEAD GARAGE DOOR
4	458394		\$5,055.75	Apr 16, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458395	Unissued	\$0.00	Apr 16, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458396	Unissued	\$0.00	Apr 16, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458397	Unissued	\$0.00	Apr 16, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458398	Unissued	\$0.00	Apr 16, 2018	28147	1	AGROPUR INC. DIVISION NATREL USA
4	458399		\$265.59	Apr 16, 2018	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	458400		\$1,402.58	Apr 16, 2018	29704	0	ANCHOR SOLAR INVESTMENTS, LLC
4	458401		\$5,440.00	Apr 16, 2018	00145	0	APACHE GROUP
4	458402		\$118.91	Apr 16, 2018	00428	0	ARAMARK
4	458403		\$1,340.00	Apr 16, 2018	25449	2	AUTOMATED LOGIC CONTRACTING SERVICES
4	458404		\$476.57	Apr 16, 2018	00386	1	BARNES & NOBLE, INC.
4	458405		\$5,346.75	Apr 16, 2018	00477	0	BIX PRODUCE COMPANY
4	458406	Unissued	\$0.00	Apr 16, 2018	00477	0	BIX PRODUCE COMPANY
4	458407		\$3,840.82	Apr 16, 2018	26720	0	BLUE BELL ENTERPRISES, INC.
4	458408		\$8,362.61	Apr 16, 2018	20289	1	CDW GOVERNMENT, INC.
4	458409		\$1,447.20	Apr 16, 2018	24466	1	CENTER FOR THE COLLABORATIVE CLASSROOM
4	458410		\$389.27	Apr 16, 2018	03866	0	CONTINENTAL CLAY COMPANY
4	458411		\$4,963.77	Apr 16, 2018	23509	0	COOL AIR MECHANICAL, INC.
4	458412		\$451.00	Apr 16, 2018	00647	0	CROWN RENTAL, INC.
4	458413		\$141.89	Apr 16, 2018	00645	0	CUB FOODS
4	458414		\$10,257.97	Apr 16, 2018	04186	1	DALCO
4	458415	Unissued	\$0.00	Apr 16, 2018	04186	1	DALCO

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458416		\$1,275.63	Apr 16, 2018	00837	1	DEMCO, INC.
4	458417		\$7,364.72	Apr 16, 2018	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	458418	Unissued	\$0.00	Apr 16, 2018	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	458419		\$900.00	Apr 16, 2018	24933	0	DURAND MANUFACTURING, INC.
4	458420		\$192.50	Apr 16, 2018	01064	2	EARL F. ANDERSEN
4	458421		\$360.25	Apr 16, 2018	26109	0	FIELD ENVIRONMENTAL CONSULTING, INC.
4	458422		\$23,400.00	Apr 16, 2018	24387	0	FLAMINIO, KATHRYN
4	458423		\$7.77	Apr 16, 2018	28631	1	FRATTALLONE'S/BURNSVILLE
4	458424		\$107.78	Apr 16, 2018	24391	1	FUN EXPRESS, LLC
4	458425		\$1,668.33	Apr 16, 2018	01541	1	GENERAL PARTS, LLC
4	458426		\$1,019.47	Apr 16, 2018	04387	1	GRAINGER
4	458427	Unissued	\$0.00	Apr 16, 2018	04387	1	GRAINGER
4	458428		\$14,343.00	Apr 16, 2018	01774	1	HALDEMAN-HOMME, INC.
4	458429		\$105.00	Apr 16, 2018	24154	0	HEALTH COUNSELING SERVICES
4	458430		\$206.00	Apr 16, 2018	29518	0	HEART ZONES, INC.
4	458431		\$348.57	Apr 16, 2018	09318	1	HILLYARD INC - MINNEAPOLIS
4	458432		\$4,094.32	Apr 16, 2018	04818	0	HORIZON COMMERCIAL POOL SUPPLY
4	458433		\$11,304.99	Apr 16, 2018	24274	1	INNOVATIVE OFFICE SOLUTIONS, LLC
4	458434		\$75.60	Apr 16, 2018	01134	0	JIM COOPERS TIRE & AUTO STORES
4	458435		\$6,071.91	Apr 16, 2018	05816	0	JOHN A. DAL SIN & SON, INC.
4	458436		\$15,453.00	Apr 16, 2018	28688	0	K12 TRANSPORTATION MANAGEMENT SERVICES, INC.
4	458437		\$524.00	Apr 16, 2018	08955	0	KELLEHER, HELMRICH AND ASSOCIATES
4	458438		\$2,902.00	Apr 16, 2018	29371	0	KENDELL DOORS & HARDWARE, INC.
4	458439		\$262.00	Apr 16, 2018	05077	0	LOCKSAFE INC.
4	458440		\$4,585.38	Apr 16, 2018	02196	0	MACKIN EDUCATIONAL RESOURCES
4	458441		\$2,008.80	Apr 16,	08999	1	MINNESOTA ELEVATOR INC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458442		\$170.99	Apr 16, 2018	03770	3	MINNESOTA POLLUTION CONTROL AGENCY - MPCA
4	458443		\$67.85	Apr 16, 2018	28240	1	MN SUPPLY
4	458444		\$578.73	Apr 16, 2018	06285	0	MUSIC IN MOTION
4	458445		\$193.98	Apr 16, 2018	09589	2	NEOPOST USA INC
4	458446		\$1,141.42	Apr 16, 2018	02765	0	NORCOSTCO, INC.
4	458447		\$100.41	Apr 16, 2018	02489	1	OFFICE DEPOT COMPANY
4	458448		\$1,975.00	Apr 16, 2018	27700	0	OLYMPIC COMMUNICATIONS INC.
4	458449		\$1,301.00	Apr 16, 2018	26086	0	ORKIN COMMERCIAL SERVICES
4	458450		\$895.00	Apr 16, 2018	28785	1	PRODOCON, INC
4	458451		\$184.60	Apr 16, 2018	28946	0	REFRESH TECHNOLOGIES
4	458452		\$24,857.20	Apr 16, 2018	23241	0	RYAN MECHANICAL, INC.
4	458453		\$99,310.64	Apr 16, 2018	09331	0	SCHMITTY & SONS SCHOOL BUSES, INC.
4	458454		\$453.06	Apr 16, 2018	28183	0	SECOND HARVEST HEARTLAND
4	458455		\$352.00	Apr 16, 2018	03587	1	SIMPLEX GRINNELL
4	458456		\$96,995.98	Apr 16, 2018	08203	1	TIES
4	458457		\$1,606.46	Apr 16, 2018	22123	1	TOTAL FILTRATION SERVICES, INC.
4	458458		\$858.38	Apr 16, 2018	29519	1	TRI-DIM FILTER CORP
4	458459		\$4,587.57	Apr 16, 2018	03802	0	TRIO SUPPLY
4	458460	Unissued	\$0.00	Apr 16, 2018	03802	0	TRIO SUPPLY
4	458461		\$399.50	Apr 16, 2018	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	458462		\$172.80	Apr 16, 2018	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	458463		\$42,674.16	Apr 16, 2018	04417	1	US FOODS INC
4	458464	Unissued	\$0.00	Apr 16, 2018	04417	1	US FOODS INC
4	458465	Unissued	\$0.00	Apr 16, 2018	04417	1	US FOODS INC
4	458466		\$239.14	Apr 16, 2018	04243	1	VIKING ELECTRIC SUPPLY, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	458467		\$1,943.92	Apr 16, 2018	29678	0	WOODCRAFT
4	458468		\$1,000.00	Apr 13, 2018	05296	5	360 COMMUNITIES
4	458469		\$6,111.15	Apr 13, 2018	28551	0	ADVANCED IMAGING SOLUTIONS
4	458470		\$52.77	Apr 13, 2018	00016	3272	AMAKER, JUSTIN
4	458471		\$60.00	Apr 13, 2018	28260	0	CHOY, SERGIO R.
4	458472		\$1,105.15	Apr 13, 2018	29543	0	DAHLEN SIGN COMPANY
4	458473		\$218.50	Apr 13, 2018	07092	0	EAGAN SHIRT WERKS
4	458474		\$262.00	Apr 13, 2018	28531	0	EDUCATION MINNESOTA
4	458475		\$1,157.63	Apr 13, 2018	28651	0	FOOD GROUP
4	458476		\$105.32	Apr 13, 2018	28202	0	FOUNDATION 191
4	458477		\$2,125.00	Apr 13, 2018	29667	0	GOETZ & ECKLAND P.A.
4	458478		\$428.53	Apr 13, 2018	01458	1	GOPHER
4	458479		\$125.00	Apr 13, 2018	27604	0	GREAT LAKES HIGHER EDUCATION CORPORATION
4	458480		\$205.00	Apr 13, 2018	29711	0	HIGH TOUCH HIGH TECH OF THE TWIN CITIES
4	458481		\$229.00	Apr 13, 2018	01896	0	INSTRUMENTALIST AWARDS, LLC
4	458482		\$174.83	Apr 13, 2018	02483	1	INTEGRA TELECOM
4	458483		\$245.00	Apr 13, 2018	20540	0	INTELLIGERE, INC
4	458484		\$12.55	Apr 13, 2018	00016	2885	ISLAM, JENNIFER
4	458485		\$21,157.30	Apr 13, 2018	27633	0	KELLY SERVICES, INC.
4	458486		\$200.00	Apr 13, 2018	02673	14	LAKEVILLE SOUTH COUGAR BOOSTER CLUB
4	458487		\$462.00	Apr 13, 2018	24921	0	MECA SPORTSWEAR
4	458488		\$7,286.73	Apr 13, 2018	03029	1	MINNESOTA ENERGY RESOURCES
4	458489		\$225.00	Apr 13, 2018	25406	0	NORTH HIGH SCHOOL
4	458490		\$457.84	Apr 13, 2018	20320	0	NORTHERN AIR CORPORATION (NAC)
4	458491		\$450.00	Apr 13, 2018	29717	0	PAM MCDONALD CONSULTING, LLC
4	458492		\$1,455.00	Apr 13,	29754	0	REGION V COMPUTER SERVICES

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2018			
4	458493		\$380.00	Apr 13, 2018	28277	0	ROBERT J. BRUNO, LTD
4	458494		\$47.84	Apr 13, 2018	03532	2	SCHMITT MUSIC
4	458495		\$6,024.75	Apr 13, 2018	23848	0	SFM
4	458496		\$612.48	Apr 13, 2018	24465	2	SHRED-IT USA
4	458497		\$440.52	Apr 13, 2018	26921	0	SOUTH SUBURBAN CONFERENCE
4	458498		\$96.70	Apr 13, 2018	28502	0	THE MCDOWELL AGENCY, INC.
4	458499		\$469.00	Apr 13, 2018	02039	0	THE WORKS
4	458500		\$1,190.00	Apr 13, 2018	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	458501		\$115.00	Apr 13, 2018	02813	7	US DEPARTMENT OF EDUCATION
4	458502		\$155.43	Apr 13, 2018	29755	0	WORLD VISION
4	458503		\$14,962.00	Apr 13, 2018	02776	0	XCEL ENERGY
Check Count	445	Grand Total	\$2,063,988.58				

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
3	102157		\$2,110.61	Mar 23, 2018	01078	0	ELECTRO WATCHMAN, INC.
3	102158		\$1,716.00	Mar 23, 2018	27736	0	GLOBAL COMMUNICATIONS WIRING & SERVICES
3	102159		\$5,856.71	Apr 13, 2018	01078	0	ELECTRO WATCHMAN, INC.
3	102160		\$41,568.20	Apr 13, 2018	28341	0	MINNESOTA ROADWAYS CO.
3	102161		\$22,990.00	Apr 13, 2018	22848	0	PEOPLES ELECTRIC COMPANY, INC
3	102162		\$22,428.16	Apr 13, 2018	29370	0	TOTAL FIRE PROTECTION, INC.
Check Count	6	Grand Total	\$96,669.68				

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**Agenda IV.A.5
 May 16, 2018**

TO: Cynthia Amoroso, Superintendent and Board of Education
FROM: Lisa K. Rider, Executive Director of Business Services
DATE: May 16, 2018
RE: Budget Analysis for the Month Ending March 31, 2018

RECOMMENDATION: That the Board accepts the Budget Analysis for the month ending March 31, 2018

The March Budget Reports are presented for Board information and review. The reports indicate the following:

	<u>Year-to-Date Revenue</u>	<u>% of Adopted Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Adopted Budget</u>
All Funds	\$ 117,859,358	67.93%	\$ 122,867,135	56.77%
General Fund	\$ 92,606,670	73.26%	\$ 82,606,811	63.13%

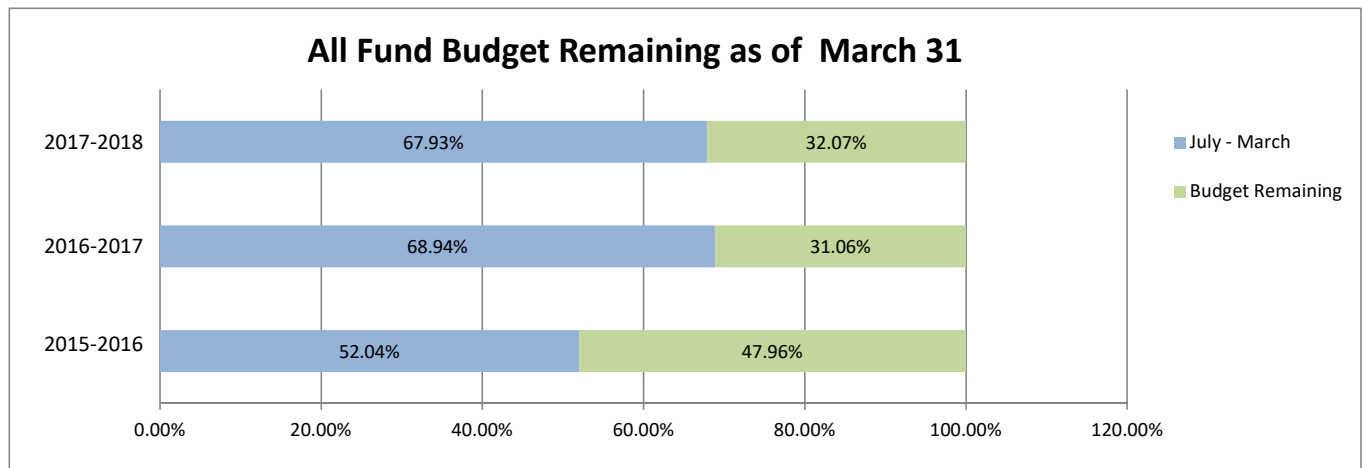
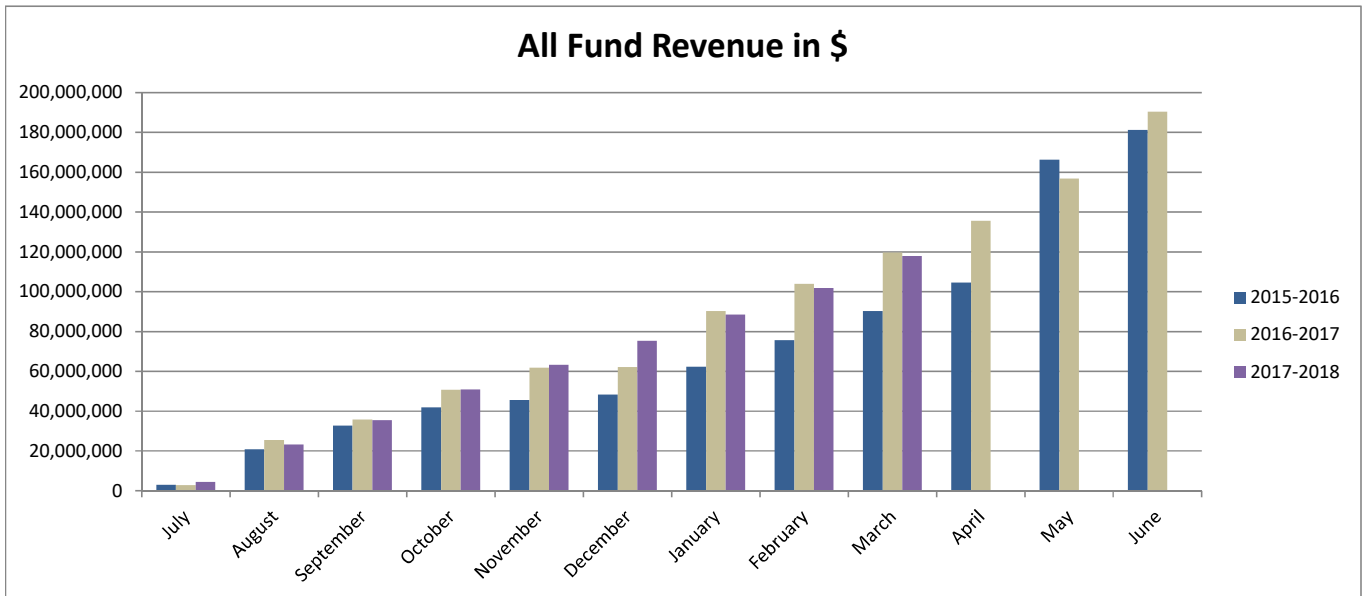
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Revenues Year-to-Date for Last two years and Current year
 Expenditures Year-to-Date for Last two years and Current year

All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request.

**REVENUE COMPARISON
ALL FUNDS**

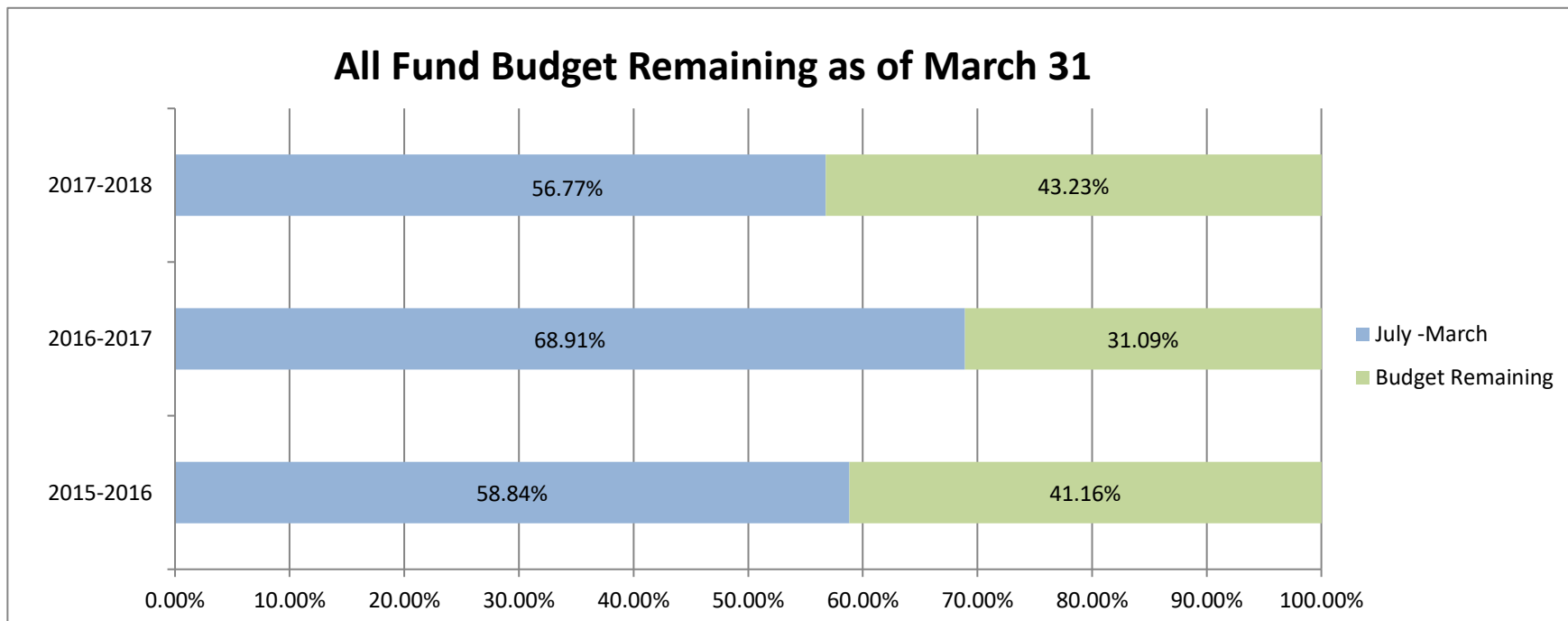
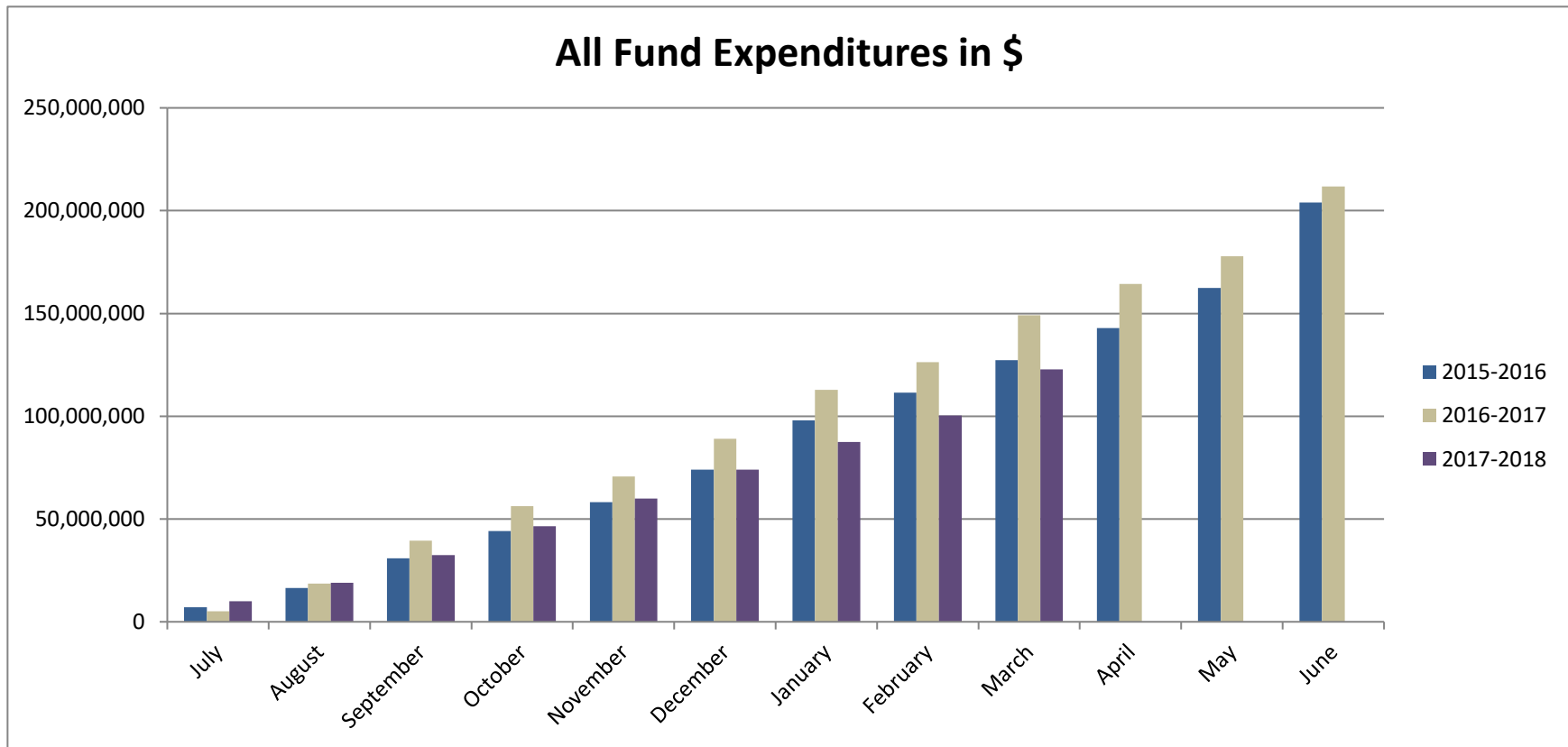
	2015-2016		2016-2017		2017-2018	
	\$	%	\$	%	\$	%
July	3,044,376	1.75%	2,809,302	1.62%	4,408,507	2.54%
August	20,776,436	11.97%	25,542,740	14.72%	23,331,132	13.45%
September	32,729,505	18.86%	35,814,597	20.64%	35,437,865	20.42%
October	41,826,417	24.11%	50,756,340	29.25%	50,946,461	29.36%
November	45,631,362 **	26.30%	61,773,537 **	35.60%	63,197,024 **	36.42%
December	48,389,298	27.89%	62,140,926	35.82%	75,336,594	43.42%
January	62,310,017	35.91%	90,177,955	51.97%	88,429,452	50.97%
February	75,637,174	43.59%	103,945,953	59.91%	101,775,734	58.66%
March	90,285,615	52.04%	119,608,094	68.94%	117,859,358	67.93%
April	104,623,897	60.30%	135,537,967	78.12%		0.00%
May	166,252,241	95.82%	156,805,987	90.38%		0.00%
June	181,117,868	104.39%	190,363,597	109.72%		0.00%
BUDGET	162,577,015	100.00%	185,899,440	100.00%	173,504,173	100.00%



** The year to year comparison will vary due to the timing of the reversal of prior year accruals.

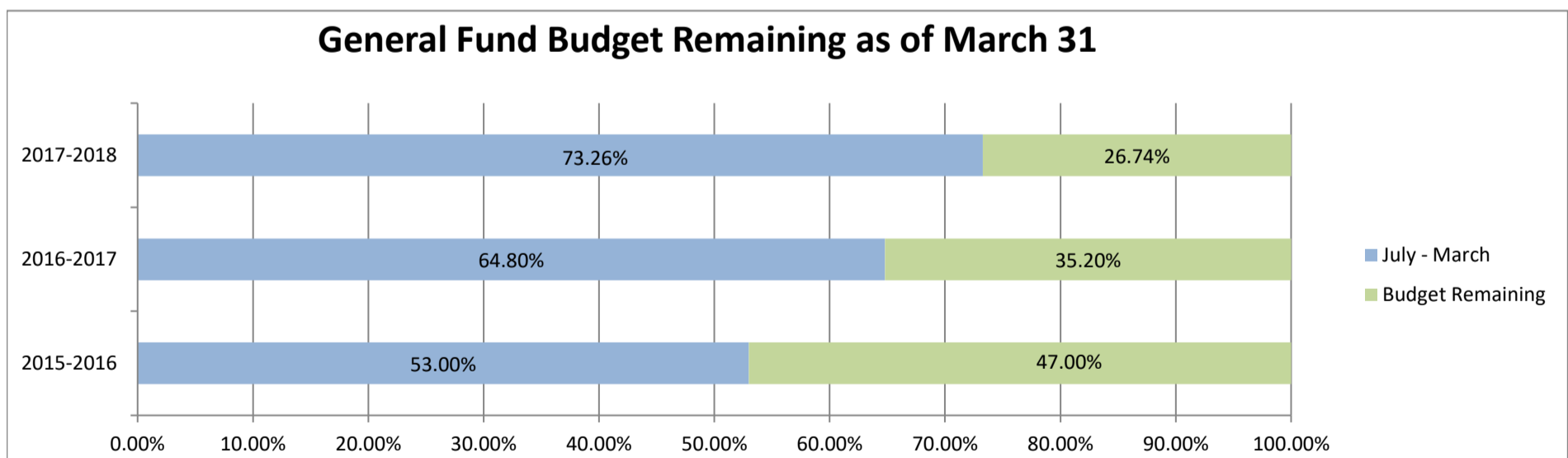
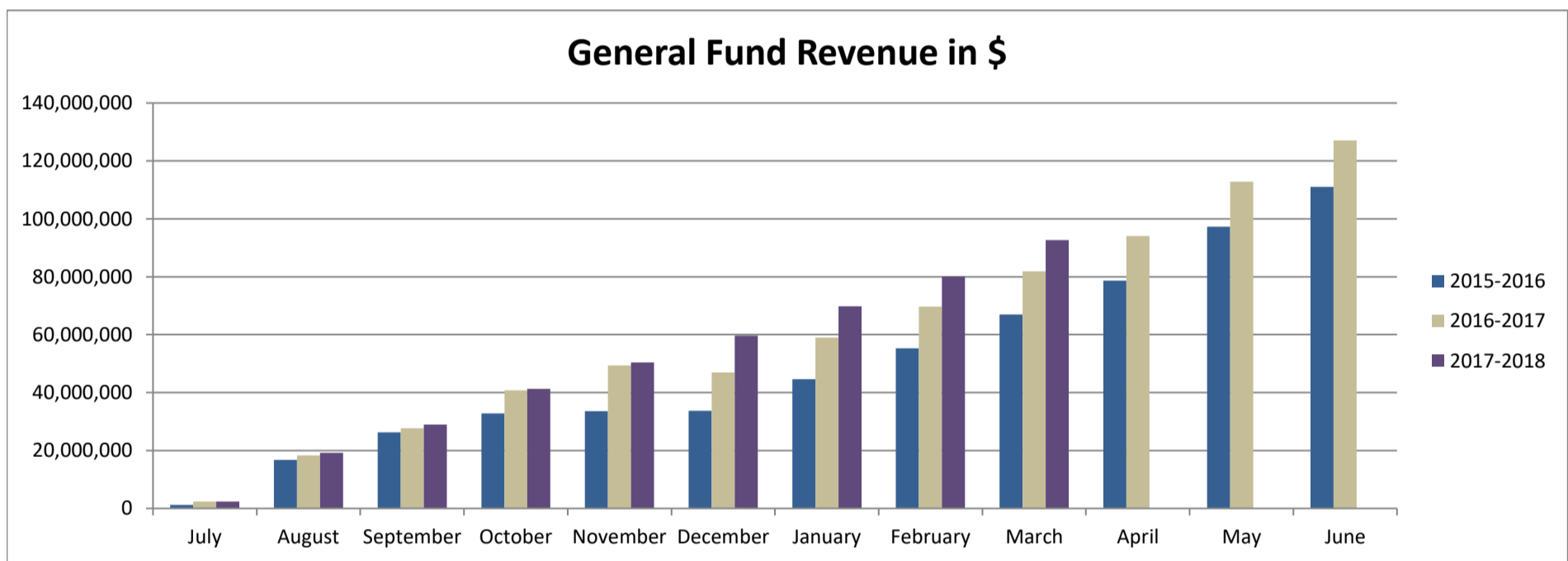
**EXPENDITURE COMPARISON
ALL FUNDS**

	2015-2016		2016-2017		2017-2018	
	\$	%	\$	%	\$	%
July	7,049,033	3.26%	5,196,342	2.40%	10,085,346	4.66%
August	16,404,117	7.58%	18,514,790	8.55%	18,992,738	8.78%
September	30,882,275	14.27%	39,525,196	18.26%	32,446,236	14.99%
October	44,144,329	20.40%	56,289,453	26.01%	46,483,002	21.48%
November	58,247,227	26.91%	70,699,295	32.67%	59,866,783	27.66%
December	73,968,194	34.18%	88,941,755	41.09%	74,007,378	34.19%
January	97,976,121	45.27%	112,826,815	52.13%	87,488,695	40.42%
February	111,499,625	51.52%	126,370,492	58.39%	100,396,791	46.39%
March	127,360,079	58.84%	149,154,290	68.91%	122,867,135	56.77%
April	142,980,681	66.06%	164,279,619	75.90%		0.00%
May	162,380,604	75.03%	177,853,141	82.17%		0.00%
June	204,018,788	94.26%	211,687,557	97.81%		0.00%
BUDGET	236,752,755	100.00%	209,757,533	100.00%	216,433,319	100.00%



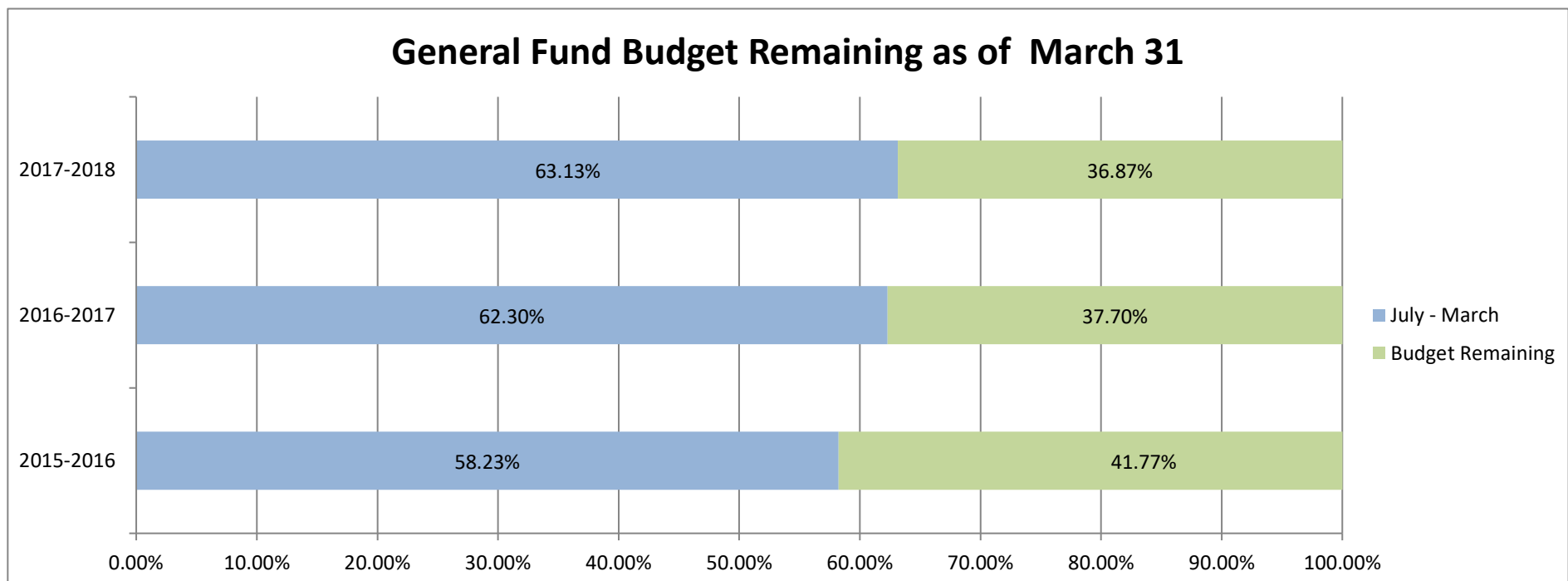
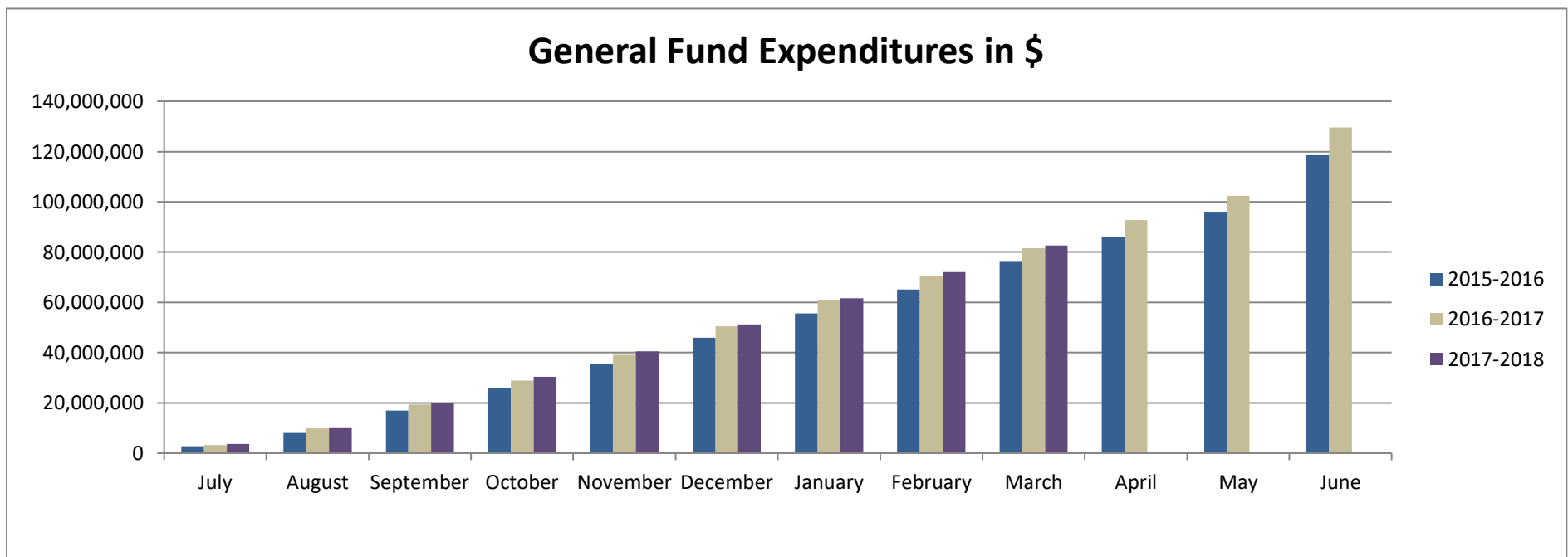
**REVENUE COMPARISON
GENERAL FUND**

	2015-2016		2016-2017		2017-2018	
	\$	%	\$	%	\$	%
July	1,172,002	0.93%	2,428,394	1.92%	2,439,823	1.93%
August	16,819,666	13.31%	18,330,814	14.50%	19,160,640	15.16%
September	26,303,462	20.81%	27,731,893	21.94%	28,923,752	22.88%
October	32,868,210	26.00%	40,727,980	32.22%	41,294,231	32.67%
November	33,523,977 **	26.52%	49,365,639 **	39.05%	50,405,720 **	39.88%
December	33,750,953	26.70%	46,887,839	37.09%	59,702,729	47.23%
January	44,669,701	35.34%	59,026,452	46.70%	69,744,468	55.17%
February	55,293,029	43.74%	69,731,505	55.16%	80,085,405	63.36%
March	67,001,225	53.00%	81,909,480	64.80%	92,606,670	73.26%
April	78,653,851	62.22%	94,081,747	74.43%		0.00%
May	97,297,732	76.97%	112,774,259	89.22%		0.00%
June	111,032,879	87.84%	127,035,902	100.50%		0.00%
BUDGET	118,046,063	100.00%	125,084,975	100.00%	126,406,866	100.00%



**EXPENDITURE COMPARISON
GENERAL FUND**

	2015-2016		2016-2017		2017-2018	
	\$	%	\$	%	\$	%
July	2,684,247	2.05%	3,281,485	2.51%	3,704,721	2.83%
August	7,972,377	6.09%	9,904,860	7.57%	10,272,961	7.85%
September	16,911,827	12.92%	19,362,893	14.80%	20,165,861	15.41%
October	25,943,715	19.83%	28,951,109	22.13%	30,322,535	23.17%
November	35,429,463	27.08%	39,179,314	29.94%	40,577,389	31.01%
December	45,930,671	35.10%	50,514,628	38.61%	51,240,711	39.16%
January	55,592,345	42.49%	60,876,065	46.52%	61,706,044	47.16%
February	65,071,177	49.73%	70,609,184	53.96%	72,026,300	55.05%
March	76,193,365	58.23%	81,513,622	62.30%	82,606,811	63.13%
April	85,924,006	65.67%	92,821,959	70.94%		0.00%
May	96,128,215	73.47%	102,373,514	78.24%		0.00%
June	118,503,256	90.57%	129,530,276	98.99%		0.00%
BUDGET	121,227,919	100.00%	126,665,266	100.00%	130,846,390	100.00%





**Agenda IV.A.6.
May 24, 2018**

To: Board of Education, Members
From: Dave Watkins, Assistant Superintendent
Date: May 18, 2018
Re: Report on Listening Session on May 10, 2018

Board members Jim Schmid and DeeDee Currier
Assistant Superintendent Dave Watkins

Seven speakers presented at the 5.10.18 Board Listening session.

Individuals spoke in support of teachers and the importance of their work with students. Concerns shared regarding the future of middle level athletics and changes to staffing at one of our elementary schools.

!



**Agenda IV.A.7.
May 24, 2018**

To: Board of Education
Cindy Amoroso, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: May 18, 2018

Re: Policies 412: *Expense Reimbursement* and 533: *Wellness*

Recommendation: Approve no changes to Policies 412: *Expense Reimbursement* and 533: *Wellness*.

The policies were reviewed by the Policy Review Committee on May 15, 2018. All policies will be reviewed every 3-5 years.

Adopted: 3/91
Reviewed: [5/24/2018](#)
Revised: 4/1, 6/14
Rescinds: DLCA

412 EXPENSE REIMBURSEMENT

I. PURPOSE

The purpose of this policy is to control school district business expenses by identifying those expenses that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the school board member, employee, or board appointed agent seeks reimbursement.

II. SCOPE

This policy applies to all school board members, employees, and board appointed agents.

III. DEFINITIONS

“Authorizing Administrator,” means the individual with the authority and accountability for the budget which is funding and approving the expense.

IV. AUTHORIZATION

All school district business expenses to be reimbursed must be approved by the authorizing administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the standard mileage rates set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

VI. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.

1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.
- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

VII. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

Cross References: ~~MSBA/MASA Model~~ [Burnsville-Eagan-Savage](#) Policy 214 (Out-of-State Travel by School Board Members).

Adopted: 6/2006

Burnsville-Eagan-Savage School District Policy 533

Reviewed: ~~11/17/2016~~5/24/2018

Revised: 12/1/2016

Rescinds: JFCI and JFCI-E

533 WELLNESS

I. PURPOSE

Independent School District 191 is committed to providing a school environment that promotes healthy behaviors and habits relating to nutrition and physical activity. These behaviors and habits will serve as a foundation for a healthy lifestyle during adulthood.

II. GENERAL STATEMENT OF POLICY

This policy will provide guidelines to create an optimal learning environment to support student health through education, healthy food choices, and physical activity so that students can develop skills and knowledge needed to maintain a healthy lifestyle. To achieve this purpose the Burnsville-Eagan-Savage School District will endeavor to:

- A. Establish nutrition guidelines for all food choices made available to students through the school district.
- B. Establish guidelines for students' physical activity.
- C. Ensure information is shared with staff, families, and the broader community to positively impact student health and to serve as role models for students.
- D. Ensure basic nutrition education and the importance of physical activity is incorporated into all levels of education.

III. NUTRITION EDUCATION AND PROMOTION

Given that schools are well positioned to provide credible nutrition education, the Burnsville-Eagan-Savage School District will endeavor to:

- A. Provide evidence-based nutrition education through a well-articulated curriculum to promote and protect student health.
- B. Review the health curriculum, including nutrition education, to align with the established curriculum review cycle.
- C. Include nutrition education in all educational sites, including elementary grades and required secondary classes in health or other appropriate courses.

- D. Encourage staff and families to make healthy food choices at school and home.

IV. PHYSICAL ACTIVITY

Developing active, fit, and healthy students requires the integration of physical activity into school life. Quality Physical Education in conjunction with co-curricular activities and recess enables students to develop physical competence, health related fitness, personal responsibility, and enjoyment of movement so that they can be physically active for a lifetime. For purposes of this policy, physical activity is defined as any body movement produced by skeletal muscles which results in an expenditure of energy.

Recognizing the importance of physical activity to a learner's physical and emotional well-being and academic achievement, the Burnsville-Eagan-Savage School District will endeavor to:

- A. Provide evidence-based fitness information to students through a well-articulated curriculum.
- B. Promote a physically active lifestyle for students.
- C. Provide physical activity and/or physical educational opportunities for students in all grade levels.
- D. View physical activity as an educational support component for elementary students that should be provided on a regular basis and not withheld as a form of punishment or behavior management, i.e.: recess, physical education.
- E. Encourage staff to integrate physical activity into the curriculum whenever appropriate.
- F. Partner with nonprofit agencies, athletic clubs and organizations, city park, and recreation departments, and community education to more effectively articulate programs to families.
- G. Encourage families to be physically active with their children at home and in the community.
- H. Review the physical education curriculum regularly through the curriculum renewal cycle.

V. FOOD AND NUTRITION SERVICES PROGRAM

The Burnsville-Eagan-Savage School District recognizes that good nutrition during the school year is vitally important for helping children grow strong, succeed in school, and establish healthy habits for a lifetime. Studies suggest that healthy eating habits help students achieve their full academic potential and decrease discipline and emotional

problems. School meals offer a variety of healthy choices that are tasty, attractive and of excellent quality that meet and/or exceed the nutrition standards established by the United States Department of Agriculture (USDA). Recognizing the importance of the impact of healthy eating habits on student success, the Burnsville-Eagan-Savage School District will endeavor to:

- A. Utilize marketing strategies to promote healthy food choices. Education regarding USDA standards is encouraged in school-based marketing of foods and beverages.
- B. Minimize barriers to apply for free and reduced-priced meals.
- C. Strive to prevent the overt identification of students who receive free and reduced-price school meals and use best efforts to eliminate any social stigma attached to eating school meals.
- D. Provide nutritional information per USDA standards.
- E. Provide accommodations for students with special dietary needs due to a chronic health condition.
- F. Provide adequate time for students to eat meals.

VI. FOOD AND BEVERAGES

Good nutrition is linked to better learning, and the environments in which we live affect the food choices we make. Realizing that some beverages and food of minimal nutritional value can jeopardize a student's health and nutrition, the Burnsville-Eagan-Savage School District will endeavor to:

- A. Assure that all future food and beverage vending contracts are negotiated to include the following provisions:
 - 1. Elementary students will not have access to food and beverage vending machines at school.
 - 2. Secondary students may have access to vending machines with healthy food/beverage options that comply with USDA standards.
- B. Assure all school district sponsored programs that sell or serve foods and/or beverages comply with the school district wellness policy and USDA standards.
- C. Assure individuals and organizations that bring food and/or beverages for student consumption follow the district wellness policy and USDA standards.
- D. Minimize the use of food and/or beverages as a reward. If food and/or beverages are used as a reward, they should follow the district wellness policy.

- E. Assure school district sanctioned organizations make healthy food choices when determining fundraisers involving food and beverages sold on school property.
- F. Discourage meetings or activities during mealtimes, unless students may eat during such activities.
- G. Promote hand washing or hand sanitizing before they eat meals or snacks.
- H. The State Department of Health requires that food served in schools be obtained from appropriate sources. Food prepared in a home will not be distributed during the instructional parts of the day or as part of a classroom activity in school.

VII. IMPLEMENTATION AND MONITORING

- A. The wellness policy will be implemented throughout the Burnsville-Eagan- Savage School District.
- B. The superintendent or designee will ensure compliance with this wellness policy and will provide a periodic assessment of compliance with the policy to the public.
- C. School food and nutrition services staff will ensure that the school food and nutrition services program complies with the wellness policy and will report to the School Food and Nutrition Services Director or designee.
- D. The school board will review and revise this policy as necessary or appropriate.
- E. The school district will post this wellness policy on its website.

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy)
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
 42 U.S.C. § 1758b (Local School Wellness Policy)
 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
 7 C.F.R. § 210.10 (School Lunch Program Regulations)
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
 Minnesota Department of Health, www.health.state.mn.us
 County Health Departments
 Action for Healthy Kids Minnesota, www.actionforhealthykids.org
 United States Department of Agriculture, www.fns.usda.gov

Cross References: Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)

Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

Burnsville-Eagan-Savage School District Policy 419 (Tobacco-Free Environment)

Burnsville-Eagan-Savage School District Policy 420 (Students with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)

Burnsville-Eagan-Savage School District Policy 530 (Immunization Requirements)



Future Ready. Community Strong.

**Agenda IV.A.8.
May 24, 2018**

To: Board of Education
Cindy Amoroso, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: May 18, 2018

Re: Policies 701: *Establishment and Adoption of School District Budget* and 805: *Waste Reduction and Recycling*

Recommendation: Approve, on a first reading basis, changes to Policies 701: *Establishment and Adoption of School District Budget* and 805: *Waste Reduction and Recycling*

Minor changes were suggested by MSBA. These policies were reviewed by administration and the Policy Review Committee on May 15, 2018.

Adopted: 2/1991, 8/1996
Reviewed: 2-25/20165/24/2018
Revised: 1/2005, 3/10/2016
Rescinds: DBH

Burnsville-Eagan-Savage School District Policy 701

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final

audit by the school board, or November 30, whichever is earlier, in accordance with Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district’s proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
~~Minn. Stat. § 126C.23 (Allocation of General Education Revenue)~~

Cross References: Burnsville-Eagan-Savage School District Policy 701.1 (Modification of School District Budget)
Burnsville-Eagan-Savage School District Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

Adopted: 7/1993
Reviewed: ~~5/26/2016~~5/24/2018
Revised: 6/9/2016
Rescinds: ECR-R

Burnsville-Eagan-Savage School District Policy 805

805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. “Mixed municipal solid waste” means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (Minn. Stat. § 115A.03, Subd. 21)
- C. “Packaging” means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. “Postconsumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)
- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid

battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)

- F. “Recyclable commodities” means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. “Recyclable materials” means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, and source-separated compostable materials ,and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)
- H. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I. “Resource conservation” means the reduction in the use of water, energy, and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K. “Source-separated compostable materials” means materials that:
 - 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
 - 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
 - 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
 - 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA’s class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
 - 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner

determines that no other person is willing to accept the materials.

(Minn. Stat. § 115A.03, Subd. 32a)

- L. “Waste reduction” or “source reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
1. reusing the product in its original form;
 2. increasing the life span of a product;
 3. reducing material or the toxicity of material used in production or packaging; or
 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(Minn. Stat. § 115A.03, Subd. 36b)

IV. WASTE DISPOSAL

- A. The school district will attempt to decrease the amount of waste consumable materials by:
1. reduction of the consumption of consumable materials whenever practicable;
 2. full utilization of materials prior to disposal;
 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal. (Minn. Stat. § 115A.151)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school

district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4)

E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:

1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
2. the land unless approved by the PCA; or
3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
 - a. permitted to do so by the operator of the system and the PCA;
 - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(Minn. Stat. § 115A.916)

F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in solid waste; or

2. in a wastewater disposal system.

(Minn. Stat. § 115A.932, Subd. 1(a))

- G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in a solid waste processing facility; or
2. in a solid waste disposal facility.

(Minn. Stat. § 115A.932, Subd. 1(b))

- H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4. (Minn. Stat. § 115A.932, Subd. 1(c))

- I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)

- J. The school district may not place yard waste:

1. in mixed municipal solid waste;
2. in a disposal facility;
3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or (e).

(Minn. Stat. § 115A.931)

- K. The school district may not place a telephone directory:
 - 1. in solid waste;
 - 2. in a disposal facility; or
 - 3. in a resource recovery facility, except a recycling facility.

(Minn. Stat. § 115A.951, Subd. 2)

- L. The school district may not:
 - 1. place major appliances in mixed municipal solid waste; or
 - 2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

(Minn. Stat. § 115A.9561)

- M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (Minn. Stat. § 115A.9565)

- N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (Minn. Stat. § 115A.961, Subd. 3)

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than 10 percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (Minn. Stat. § 16C.073, Subd.3(a))
- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § 16C.073, Subd. 3(b))
- C. Whenever practicable, the school district will:
 - 1. purchase uncoated copy paper, office paper and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
 - 2. purchase recycled content paper with at least ten percent postconsumer

material by weight ;

3. use reusable binding materials or staples and bind documents by methods that do not use glue;
4. purchase printer or duplication cartridges that:
 - a. have 10 percent post-consumer material; or
 - b. are purchased as remanufactured; or
 - c. are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in Minn. Stat. § 115A.03, Subd. 25b;
54. produce reports, publications, and periodicals that are readily recyclable;
65. print documents on both sides of the paper where commonly accepted publishing practices allow.

(Minn. Stat. § 16C.073, Subd. 2)

- D. The school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)
- E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (Minn. Stat. § 16C.073, Subd. 3(b))
- F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (Minn. Stat. § 16C.073, Subd. 3(b))

VI. OTHER

The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
Minn. Stat. § 115A.03 (Definitions)
Minn. Stat. § 115A.15 (State Government Resource Recovery)
Minn. Stat. § 115A.151 (State and Local Facilities)
Minn. Stat. § 115A.46 (Requirements)
Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)

Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
Minn. Stat. § 115A.931 (Yard Waste Prohibition)
Minn. Stat. § 115A.932 (Mercury Prohibition)
Minn. Stat. § 115A.951 (Telephone Directories)
Minn. Stat. § 115A.9561 (Major Appliances)
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

Cross References:

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: May 24, 2018

RE: **PROPOSED REVISIONS IN THE 2017 - 2019 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE FOOD SERVICES ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2017-2019 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE FOOD SERVICES ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191

Negotiators for the Burnsville Food Services Association including Chief Negotiator, Laurie Stammer SEIU, Deborah Jackson, Erin Husen, Rhonda Tomoson, Brenda Becker, and Marie May met with representatives from the District to negotiate a two year agreement. Members of the District team included Stacey Sovine, Tiffany Weiler and Robin Pikal. The parties began negotiating on July 10, 2017 and reached a tentative agreement on April 26, 2018. Food Service members voted early May.

Highlights of the Agreement include:

- New language on certification levels
- Language around probationary status and uniform reimbursement
- Increase for middle and high school manager
- Agreed to update job descriptions. Last review 5 years ago.
- Change to 403(b) contribution.
- Schedule improvement over 2 years is 4.19%.
- 2 year increased cost \$158,000
- MSBA 2 year package increase 5.88%

Attachments:
Draft with mark-up of Language Changes

MASTER AGREEMENT

2015 – 2017 – 2019

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

and

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS**

~~2015~~ – 2017 - ~~2019~~
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ARTICLE I

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Food Service Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for Food Service Employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for Food Service Employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: supervisory employees, part-time employees whose services do not exceed thirty – five percent (35%) of the normal work week, temporary, including substitute or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees. Included in the Unit are all Food Service Manager, Food Service Assistant Manager, and Food Service Associates. A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials 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 and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or

compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees 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. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues check-off authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. In accordance with P.E.L.R.A., 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 Commissioner, the School District, 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, 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 Commissioner 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 un-liquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

Section 5. Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement, and date of employment.

Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, **phone numbers,** work hours, work location, position, classification, wage schedule placement, and date of employment.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay:

2015-2016 2017- 2019

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.10	\$ 15.25	\$ 17.30
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 17.35	\$ 18.25	\$ 19.55
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.65	\$ 22.65	\$ 23.65

2016-2017

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.20	\$ 15.25	\$ 17.60
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 17.45	\$ 18.25	\$ 19.85
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.75	\$ 22.65	\$ 23.95

2017-2018	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.40	\$ 15.55	\$ 17.90
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 17.65	\$ 18.55	\$ 20.15
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.95	\$ 22.95	\$ 24.25
2018-2019	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.85	\$ 16.10	\$ 18.45
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 18.10	\$ 19.10	\$ 20.70
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 22.40	\$ 23.50	\$ 24.80

The Food Service Manager at the high school will earn \$1.25 per hour in addition to the hourly rate listed for the Food Service Manager.

Effective July 1, 2018, The Food Service Manager at the high school will earn \$1.50 per hour in addition to the hourly rate listed for the Food Service Manager. Effective July 1, 2018, The Food Service Manager at each middle school will earn \$.50 per hour in addition to the hourly rate listed for the Food Service Manager.

Section 2. All contracted food-service employees will be paid over 24 pay periods (9/15-8/30).

Section 3. Employees who attain and maintain School Nutrition Association Certification Level I, shall receive \$.45 per hour above schedule. Employees who attain and maintain Level II School Nutrition Association Certification shall receive \$.70 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level III shall receive \$.85 per hour above schedule. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or his/her designee will inform new employees of training opportunities. Effective July 1, 2018, Employees who attain and maintain School Nutrition Association Certification Level I or II, shall receive \$.45 per hour above schedule. Employees who attain and maintain Level III School Nutrition Association Certification shall receive \$.70 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level IV shall receive \$.85 per hour above schedule. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or his/her designee will inform new employees of training opportunities.

Section 4. Other Food Service Classes: All employees shall be required to complete a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent as specified by the Food Service Director and become certified and maintain certification at Level I. New employees must complete the course within the first ninety (90) working days of their employment. Effective July 1, 2016, employees shall have SNA/MSNA Membership rights and SNA certification renewal fees covered through the district at no cost to the employee. Managers shall have the MN Food Service Manager Certificate renewal fee covered through the district at no cost to the employee. All costs for classes, initial certifications, and initial licenses are the responsibility of the employee. Compensation for additional course work shall be at the Food Service Director discretion.

Section 5. Longevity Pay: Effective July 1, 2013, employees with five (5) years of District service in the unit shall receive an additional \$.25 per hour above base rate for the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.50 per hour above base rate for the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$.75 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Effective July 1, 2014, employees with five (5) years of District service in the unit shall receive an additional \$.50 per hour above base rate for the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.75 per hour above base rate for the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$1.00 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean

full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by January 1st of the current calendar year.

Section 7. Temporary Salary Increments: Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Food Service Manager or Food Service Assistant Manager on a temporary basis shall receive the higher rate of pay for all work performed in the higher paying classification provided they work the entire shift at a higher level.

Employees who work in a temporary assignment for at least 30 consecutive days will earn pay and leave accrual of that position for the period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employee's regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

ARTICLE VII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for insurance.

- Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 3. Dental Insurance:

- Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who

enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

- Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage. However the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. Duration of Insurance Participation:

An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

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

ARTICLE VIII LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.

Section 2. Sick Leave Absence:

- Subd. 1. All Food Service Employees shall earn sick leave absence at the rate of one (1) day for each month of service in the employ of the School District for a total of ten (10) days per year.
- Subd. 2. Unused sick leave absence days may accumulate to a maximum credit of ninety (90) days of sick leave absence per employee.
- Subd. 3. Sick leave absence with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days.
- Subd. 4. Sick leave absence allowed shall be deducted from the accrued sick leave absence upon submission of proper form.
- Subd. 5. Sick leave absence pay shall equal the current rate being paid or at the scheduled rate if absence is needed at the beginning of the work year.
- Subd. 6. At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.

Section 3. Worker's Compensation:

- Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

- Subd. 1. After an absence of thirty (30) contracted days, application for Long Term Disability benefits will be made. In the event the employee is eligible for LTD, they may use accumulated sick leave on a fractional basis to supplement LTD for a maximum of 30 fractional days. An employee who is not eligible for Long Term Disability Benefits but provides medical documentation from a doctor indicating the serious illness / injury and the anticipated return date, may use their accumulated sick leave until it is exhausted, the employee returns to work, or 60 working days expires, whichever comes first.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave according to the prorata portion of days of personal illness absence time which is used to supplement LTD.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness and/or hospitalization of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.

Section 7. Bereavement Absence:

- Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step children, parents, step parents or former guardians, significant other, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.
- Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.
- Subd. 3. Up to three (3) days shall be granted by administration for bereavement for aunt, uncle, nephew, niece.

Section 8. Leave of Absence:

- Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any

supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.

- Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.
- Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.
- Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.
- Subd. 5. Holidays that fall during leaves do not qualify for compensation.
- Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.
- Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.
- Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 9. Personal Absence: After completion of probationary period, employees earn (1) personal leave day per year. Personal days may accrue to a maximum of ~~(2)~~ (3) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

Section 10. An employee who as of July 1 (a) has accumulated leave time in excess of seventy five (75) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of seventy five (75) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate of pay equal to one hundred and eighty dollars (\$180) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

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

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

Effective July 1, 2014 the conversion rate for leave days shall be sixty dollars (\$60) per day.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

- Subd. 1. Food Service Employees are employed on an hourly basis. Regular hours of work are to be determined by the Director of Food Services.

- Subd. 2. Break Time: Employees who work four (4) or more hours per day shall receive a 15 minute paid break.
- Subd. 3. Regular hours of work shall include actual hours worked and one-half (1/2) hour paid lunch period for all employees who work at least (6) hours per day. Those who work less than six (6) hours per day must eat lunch on their own time.
- Subd. 4. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.
- Subd. 5. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

Section 4: Work Year:

- Subd 1. The Food Service Employees' work year shall correspond with the official school calendar, plus two (2) days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. Additional workshop days may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop days are scheduled.
- Subd 2. This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement.
- Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.

Section 5. Overtime Hours:

- Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate of one and a half the hourly rate.
- Subd. 2. Time worked after the employees' normal shifts terminates for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime of one and a half the hourly rate for all employees who work such events.
 - a. Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee.
 - b. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee.
 - c. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days notice prior to the event will be given.
- Subd. 3. The Food Service Director's approval must be given prior to working overtime.
- Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

ARTICLE X HOLIDAYS

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following seven (7) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Years Day, Memorial Day. Employee's working the summer program shall receive July 4th as an additional Holiday.

Section 2. Eligibility: To be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on a paid excused leave or absence pursuant to this Agreement.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

ARTICLE XI EMERGENCY CLOSING

Section 1. Emergency Closing:

- Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.
- Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, cooks are not to report. The first emergency closing day will be paid. If a second closing day occurs due to an emergency, which includes inclement weather, food service employees may use a personal business day for such absence beyond their control. The first announcement shall be requested to be made by 6:30 a.m.
- Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Food Service Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, cooks are not to report and will not be paid unless the call back provision is implemented.

ARTICLE XII MISCELLANEOUS PROVISIONS EMPLOYMENT

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Food Service Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Food Service Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of two (2) hours.

Section 3. Job Posting:

- Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of five working days. Kitchen managers will forward information to all employees at each site. Internal applicants for assistant Food Service Manager and Food Service Manager shall receive interviews
- Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of five (5) workdays. The posting shall include the position, job description, hours, and location of the job.
- Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision.
- Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of ninety (90) days. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees may self-select to return to their previous held classification with notice prior to the end of ninety (90) days. Employees returning to a previously held classification and hours need not serve a new probationary period.
- Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.
- Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.
- Subd. 7. The union steward(s) shall also be notified of all staffing changes and changes to hours. The Steward shall keep the information confidential.

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay

calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

- Subd. 1. New employees will be reimbursed for uniform expenses upon successful completion of the probationary period. The District will provide \$85 dollars after successful completion of the first half of the probationary period and another \$85 after successful completion of the second half of the probationary period. The district will not provide more than the amount identified in Subd. 2 in any given school year.
- Subd. 2. Effective July 1, 2015, the District will provide an annual uniform allowance of \$170.00 for all active returning Food Service Employees who are members of this Unit on September 15.

Section 8. Termination of Employment:

- Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.
- Subd 2. Termination of Employment (Involuntary)
 - a) Probationary Employees: All employees who have worked for less than ninety (90) days are considered probationary employees and can be dismissed by administration.
 - b) Regular, contracted Employees: All employees who have worked ninety (90) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.
- Subd. 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:
 - a) Letter of Reprimand
 - b) Letter of Deficiency
 - c) Suspension
 - d) Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks notice, or pay in lieu thereof.

- Subd 1. Bumping in Lay-Off: In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any level based on the employee's seniority

pursuant to Section 10 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by level shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same level or successively lower levels. A junior employee may not displace a senior employee.

- Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11, Reduction of Hours: In reducing employees hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year.

Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

ARTICLE XIII ~~Section 12~~ FOOD SERVICE RETIREMENT TRUST (403B PLAN);

The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.

Plan A:

- Subd 1. ELIGIBILITY: Employees who were members of the unit prior to April 18, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.
- Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.
- Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.

Plan B:

- Subd 1. ELIGIBILITY: A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4th) year of work in the District at .5 FTE or more. Employees hired on or after April 19th, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.
- Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 3. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 4. AMOUNT OF MATCHING CONTRIBUTION: Commencing July 1, 2015, the District shall match up to \$700 (seven hundred dollars) per school year of the employee's contribution to the 403(b) plan. Effective July 1, 2018, the District shall match up to \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.

Subd 5. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

ARTICLE XIV Section 13. SUMMER PROGRAM

Section 1 Subd 1 If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful Food Service Manager candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at whose building the program is housed. The successful candidate will receive base Food Service Manager pay + any differential or their current rate, whichever is higher. Leave benefits do not accrue during summer hours.

Section 2 Subd 2 If additional staff is needed, they shall be paid at the Food Service Associate lane and their current step of pay + any differential.

Section 3 Subd 3 Subs shall be paid at the rate established by the District. Effective July 1, 2015, if a Food Service Associate subs, they shall be paid on the Food Service Associate lane according to the step they were on during the school year that just completed. If a Food Service Manager subs for another Food Service Manager, they shall be paid on the Food Service Manager lane according to the step they were on during the school year that just completed.

Section 4 Subd 4 The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

ARTICLE XIII XV GRIEVANCE PROCEDURE

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

Section 2. Level I: In the event that an employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working 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 sent to the Human Resources Office for inclusion in the grievant's file.

Section 3. Level II: In the event the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Executive Director for 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 for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall respond, in writing, within fifteen (15) working days after the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Superintendent.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director for Human Resources, 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 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) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, 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 a Union representative either join or represent her at any level at the employee's discretion.

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

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

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

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

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

ARTICLE ~~XIV~~ ~~XVI~~ SENIORITY

Section 1. Definition. Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval. Upon request, the union steward will be provided with a seniority list.

ARTICLE ~~XV~~ DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2015, through June 30, 2017, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Master Agreement

~~2015~~ – 2017 – ~~2019~~

Board of Education

Independent School District 191

And

Service Employees International Union Local 284

Food Service Employees

FOR: School Service Employees

FOR: Independent School District 191

Contract Organizer

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
- 2. This MOU applies to the following employees as indicated:

Catherine Quinn

- 3. The Union and the District agree on the formation of a temporary Production Manager position at Burnsville High School, in lieu of an Assistant Cook Manager, with the identified employee as the sole holder of this position.
- 4. Notwithstanding the collective bargaining agreement Article VI, Section 1, the identified employee shall be eligible for Step 3 Cook Manager (Secondary-BHS) while she retains the Production Manager position.
- 5. Quinn will remain the Production Manager unless she resigns, applies for and is accepted to a different position, or is removed for cause. The temporary Production Manager position will remain in effect only as long as Quinn occupies the position. Once the Production Manager position is vacated, an Assistant Cook Manager position will be posted and reinstated at BHS.
- 6. The identified employee shall retain the amount of hours, days, seniority placement, level and benefits that are in effect one day prior to the effective date of the MOU while she holds the Production Manager position.

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

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. The District will offer annually a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course if a minimum of 20 people register at the time the classes are offered.
3. The Union and the District agree that the time employees attend the training is voluntary and unpaid.
4. The Union and the District agree that the employee needs to attend the full training to become certified and that make-up sessions will not be offered.

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

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. The parties agree to the following option within the grievance process as defined in Article XV Grievance Procedure:

Prior to requesting arbitration as defined in Subdivision 4, the following steps may be taken if the parties mutually agree:

- a. The grievance timeline will be held in abeyance, issued in writing by the party requesting this stage.
- b. The parties will participate in a formal mediation process through the MN Bureau of Mediation Services in an attempt to resolve the issue.
- c. If the issue is resolved in mediation, the grievance will be considered resolved. If the issue is not resolved, the timeline will resume starting the first work day after the final mediation session.

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

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. Prior to the conclusion of the 2017 - 2019 bargaining agreement, the School District will complete a formal, third party review and refinement of the Food Service job descriptions and position classifications.
- 2. The MOU applies to the listed employees while employed:

Mary Holewa
 Joy Wallace
 Lizette LaDuke
 LuAnn Neisen
 Esther Anderson
 Ann Sandberg
 Brenda Becker
 Lucia Quast

- 3. The listed employees shall be appropriately certified to fill in for the Building Food Service Manager when the Manager is absent.
- 4. The listed employees shall receive \$.50 per hour effective July 1, 2017 through June 30, 2019.
- 5. Employees hired to replace the listed employees, who are correctly certified and expected to fill in from the Manager when they are absent, shall receive \$.50 per hour from the date of assignment until June 30, 2019.
- 6. For the 2019-2021 contract rates shall be negotiated based upon the new Job Descriptions.
- 7. This MOU does not impact any elementary employee currently grandfathered as an assistant manager.

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

SEIU LOCAL 284
 450 Southview Blvd.
 South St. Paul, MN 55075-2395

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

 Union Representative

 Employer Representative

Dated: _____ 2018

Dated: _____ 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
- 2. The Union and the District agree that Mary Weingartz shall receive a one (1) time payment of \$125.00.
- 3. The Union and the District agree that all disputes prior to July 1, 2015 regarding summer pay can no longer be grieved.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284	Independent School Dist. 191
450 Southview Blvd.	100 River Ridge Court
South St. Paul, MN 55075-2395	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____ 2016	Dated: _____ 2016
-------------------	-------------------

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2017.
2. Effective for July 1, 2017 through June 30, 2019 only, all employees shall be required to attend an SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent and become certified and maintain certification at level I with tuition paid by the District. New employees must attend within the first ninety (90) working days of their employment. New employees who do not complete their probationary period shall have their final paycheck from the District deducted to reflect the District's tuition payments for these classes. Employees shall be reimbursed up to \$75.00 per year for food service classes, certification renewal, SNA/MSA Membership fees and any other continuing education expenses germane to their assignment. Compensation for additional course work shall be at the Food Service Director discretion.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284	Independent School Dist. 191
450 Southview Blvd.	100 River Ridge Court
South St. Paul, MN 55075-2395	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____ 2016	Dated: _____ 2016
-------------------	-------------------

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. All Foodservice employees are eligible to receive a \$200 referral bonus for any new candidate they refer for a regular school year Food & Nutrition Services position, under the following conditions:
 - i. The candidate is selected for employment and successfully passes the probationary period and is retained for employment.
 - ii. The candidate was not a current substitute or employee of the district when they applied for the position.
 - iii. The candidate identified the foodservice employee who referred them in the hiring process.
3. If these conditions are met, a bonus of \$200 dollars shall be paid to the referring employee within thirty (30) days of the new employees' completion of probation.

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

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.B.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: May 24, 2018

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

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVES THE PROPOSED REVISIONS AND RE-ADOPTS THE UNCHANGED LANGUAGE IN THE 2017-2019 MASTER AGREEMENT WITH THE ASSOCIATION OF CLERICAL EMPLOYEES

District and Union Negotiators representing 57 employees reached a tentative agreement on April 16, 2018. The parties met for three bargaining sessions. During the collective bargaining process, 21 language items were on the table for discussion. The union ratified the agreement in early May. The union was represented by Union Stewards, Deb Johnson, Angie Berra, Kristin Scalzo, Deana Gallagher, Amy Terwilliger, Marcia Pariseau, and Gregg Corwin. The district was represented by Stacey Sovine, Tiffany Weiler, and Robin Pikal.

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

- Addressed vacation request and calculation.
- Modified longevity amount.
- Update lay off language
- Steps both years.
- Agreed to update job descriptions. Last revision was 5 years ago.

Economic terms agreed to include:

Total

- 4.43% increase to the salary schedule over two years. Reflects \$.30 per cell year 1 and \$.55 per cell year 2.
- Added \$.25 to longevity for 10, 15, and 20 years of service.
- 2 year increased cost \$247,961.
- MSBA 2 year package increase is 4.41%

MASTER AGREEMENT

July 1, ~~2015~~ 2017 – June 30, ~~2017~~ 2019

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

And

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

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Association of Clerical Employees

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**ARTICLE I
PURPOSE**

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

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

**ARTICLE III
COMPENSATION**

Section 1. Basic Rates of Pay: The following salary is hereby adopted by the Employer, and shall govern compensation during the years July 1, ~~2015~~ 2017 to June 30, ~~2017~~ 2019. Employees shall move across the salary schedule, one step each year. New employees with a minimum of six (6) months of clerical experience with the District prior to July 1 shall advance to the next step on July 1.

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

Section 3. The salary schedules contained in this Article are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a continuing agreement and the schedule contained herein is no longer applicable after June 30, ~~2017~~ 2019. In the event that a new Agreement has not been mutually adopted by July 1, ~~2017~~ 2019, salaries in effect on June 30, ~~2017~~ 2019, will continue until the conditions of a new Agreement determine salaries for the ~~2017-2018~~ 2019-2020 school year.

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

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

2017-2018 Schedule

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- ASSISTANT	\$ 14.80	\$ 18.00	\$ 21.20
LVL II	LVL II -- CLERK	\$ 15.80	\$ 19.00	\$ 22.20
LVL III	LVL III - SECRETARY	\$ 16.80	\$ 20.00	\$ 23.20
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 17.80	\$ 21.00	\$ 24.20

2018-2019 Schedule

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- ASSISTANT	\$ 15.35	\$ 18.55	\$ 21.75
LVL II	LVL II -- CLERK	\$ 16.35	\$ 19.55	\$ 22.75
LVL III	LVL III - SECRETARY	\$ 17.35	\$ 20.55	\$ 23.75
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 18.35	\$ 21.55	\$ 24.75

Section 6. Longevity: ~~Effective July 1, 2015, after 9 years of service in the Association of Clerical Employees, individuals will be paid an additional \$1.50 per hour above their base hourly rate of pay. After 14 years of service in ACE, individuals will be paid an additional \$2.00 per hour above their base hourly rate of pay. After 19 years of service in ACE, individuals will be paid an additional \$2.25 per hour above their base hourly rate of pay.~~

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

After the 9th year of employment through the 14th year	\$1.75
After the 14th year of employment through the 19th year	\$2.25
After the 19th year of employment	\$2.50

GROUP CLASSIFICATIONS

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

**ARTICLE IV
TRANSFERS AND POSTINGS**

Section 1. Job Postings: All clerical position openings will be posted on the official district website for a minimum of seven (7) workdays. Internal position openings will be posted for a minimum of (5) workdays. Postings will note any pending potential reclassification.

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

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

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

Section 5. Upon request, a senior applicant within the District not granted a position shall be provided the opportunity to meet with the hiring supervisor or may request in writing the reasoning behind administration's rejection of said application within fifteen (15) working days with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings. The reason given for rejection shall be grievable but not arbitrable.

ARTICLE V VACATIONS

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

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

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

Subd. 3.

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

Subd. 4. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

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

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

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

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

ARTICLE VI HOLIDAYS

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

Section 2. Ten (10) month, ten and one-half (10 ½) month, and eleven (11) month employees shall receive nine (9) paid holidays. They are: Labor Day, Thanksgiving and the day following, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Memorial Day, and one floating holiday. The floating holiday will be scheduled with the approval of the employee's immediate supervisor.

Section 3. Twelve (12) month employees shall receive ten (10) paid holidays. They are listed in Section 2 plus Independence Day.

ARTICLE VII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance Options:

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

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

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

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

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

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

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

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

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

Section 5. Long Term Disability Insurance:

Subd. 1 The District will furnish income protection insurance which takes effect after a qualified absence of thirty (30) working days. Conditions are subject to the insurance company's terms and conditions. Employees who anticipate an extended absence due to long-term disability shall apply for and will be granted up to a one-year medical leave of absence.

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

Section 6. Dental Insurance:

- Subd. 1. Single Coverage: The School District shall provide single coverage dental insurance for each employee who works twenty (20) or more hours per week and enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent Coverage: Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage above the single coverage premium shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 7. Flexible Benefit Plan: Regulations and Procedures are available in the Human Resources Office. Board policy and accompanying regulations will be developed and updated annually to comply with IRS Code 125.

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

**ARTICLE VIII
SICK LEAVE**

Section 1. Sick Leave:

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

Section 2 Attendance incentive.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to three hundred seventy five dollars (\$375) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

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

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

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

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

ARTICLE IX BEREAVEMENT

Section 1. Bereavement Absence:

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

ARTICLE X LEAVES

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

Section 2. General Leaves of Absence

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

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

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

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

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

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

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

Section 3. Parental Leave:

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

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

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

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

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

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

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

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

Subd. 3. Eleven (11) month employees shall work 237 days (1896 hours) beginning no earlier than August 1 and ending no later than June 30 of a given year.

- Subd. 4. Twelve (12) month employees shall work twelve months (2088 hours).
- Subd. 5. School year employees shall work the 184 scheduled student and workshop days.
- Subd. 6. Administration may determine a longer or shorter work year for some positions upon mutual agreement with the individual employee. Unless otherwise specified, benefits, including vacation and days of leave, are pro-rated.

Section 3. Work Hours and Overtime:

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

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

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

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

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

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

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

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

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

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

**ARTICLE XII
DUE PROCESS**

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

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

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

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

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

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

**ARTICLE XIII
STAFF REDUCTION**

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

- Subd. 1. Voluntary separations, if any, will be accepted.
- Subd. 2. Voluntary reductions in hours will be accepted.
- Subd. 3. Seniority will be based on total overall experience with the bargaining unit from the last date of hire and shall be interrupted only by resignation or dismissal for disciplinary reasons.
- Subd. 4. Employees shall retain seniority when moving from one group to another within ACE.
- Subd. 5. Effective July 1, 2012, in the event of staff reduction, consideration shall be given to reducing hours per year rather than eliminating positions. Any involuntary reduction in hours shall be considered a lay off. In the event of layoff, the employee shall be notified by June 1st of the current year effective July 1st of the following fiscal year.
- Subd. 6. In the event it is necessary to lay off employees because of the elimination of positions, such lay off shall be by seniority within the respective groups and with the least senior employee laid off first.

Employees who have been laid off shall be reinstated beginning with the most senior employee being reinstated first.

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

~~Subd. 1. Prior to exercising her/his rights District wide as described in subdivision 1, a laid off employee has the option to bump the least senior employee, same status at her/his work site, and if no such employee exists, to bump the least senior employee at that site. This same site option just described may be exercised by the employee who is initially laid off and shall not be available to the employee, if any, who bumped at the same site.~~

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

- ~~1. Each elementary school shall be a site~~
- ~~2. Each junior high school shall be a site~~
- ~~3. The high school, including extended campuses, shall be considered one site~~
- ~~4. All of Community Education shall be considered one site~~
- ~~5. All of ASC shall be considered one site~~
- ~~6. All of the Burnsville Area Learning Center shall be considered one site~~
- ~~7. All of Special Education shall be considered one site~~

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

Subd. 2. A laid off employee may accept the lay off, subject to recall to a position of the same status. Refusal to accept recall to such a position will result in a forfeiture of seniority rights.

Subd. 3. A laid off employee may accept any open position of lesser status. An employee given notice of lay off who elects to take a vacancy of lesser status or who bumps into a position of lesser status shall be placed on a recall list for the group and status from which the employee was laid off.

Subd. 4. Employees who have been laid off as a result of the bumping procedure shall be placed on a recall list for two (2) years from the date of their lay off.

Subd. 5. All vacancies must be offered first to employees on the recall list, if one exists, for that group or a higher group. An employee on recall shall have one calendar week to respond to an offer.

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

Subd. 1. If a vacancy exists with the same status, the employee given notice of layoff must take the vacancy and may not bump. Vacancies of lesser status shall be optional.

Subd. 2. Employees given notice of layoff who do not take a vacancy shall have the right to bump the least senior employee in the group, same status; then the least senior next lower group, same status; and so on. Thereafter, if the employee has not found a position, the employee shall have the right

to bump the least senior in the same group, next lesser status and so on. The employee must exercise these rights in the order described.

Subd. 3. Like status shall mean employment in the same group from which the employee was laid off, or bumped, at an equal number of hours, months and wage rate. For purposes of defining lesser status, the following shall be used:

1. length of year
 - A. 12 months
 - B. 10 to fewer than 12 months
 - C. fewer than 10 months
2. length of week
 - A. 40 hours
 - B. 35 to fewer than 40 hours
 - C. fewer than 35 hours

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

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

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

ARTICLE XIV RETIREMENT

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

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

Section 2. Plan B:

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

403(b) programs; Fidelity, Lincoln Financial Services, AXA (Equitable), or Educators Financial Services (E.S.I.)

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

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

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

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

ARTICLE XV GRIEVANCE PROCEDURE

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

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

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

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

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

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

- Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.
- Section 7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- Section 8. No reprisals of any kind will be taken by the School Board or the school administration against any employee because of participation in this grievance.
- Section 9. When mutually agreed, grievance may be heard during the school day. The School Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.
- Section 10. The Executive Director of Human Resources may appoint a designee to act in his / her stead at Level II.

**ARTICLE XVI
DURATION**

- Section 1. This contract shall be effective as of July 1, **2015 2017**, and shall continue in effect until June 30, **2017 2019**. The terms of this contract shall continue in full force and effect until such substitute contract is adopted.
- Section 2. If either party desires to modify or amend this Amendment commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.
- Section 3. This Agreement constitutes the full and complete Agreement between the School District and the Association of Clerical Employees (ACE). The provisions herein relating to terms and conditions of employment supersede and take precedence over any rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Master Agreement

2015 2017-2017 2019

**Board of Education
Independent School District 191**

And

Association of Clerical Employees

FOR: Association of Clerical Employees

FOR: Independent School District 191

Lead Negotiator

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

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

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

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

Union Representative Chair

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

Appendix I

VACATION: Chart for Article V Language									
	12 Month		11 Month		10 1/2 Month		10 Month		
Beginning Year	Mthly Accrual Rate	Annual Accrual	Mthly Accrual Rate	Annual Accrual	Mthly Accrual Rate	Annual Accrual	Mthly Accrual Rate	Annual Accrual	Base Mthly Accrual Rate
1	1.08	13	0.99	11.88	0.95	11.34	0.90	10.80	1.08
2	1.08	13	0.99	11.88	0.95	11.34	0.90	10.80	1.08
3	1.08	13	0.99	11.88	0.95	11.34	0.90	10.80	1.08
4	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
5	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
6	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
7	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
8	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
9	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
10	1.75	21	1.60	19.25	1.53	18.38	1.46	17.50	1.75
11	2.5	30	2.29	27.50	2.19	26.25	2.08	25.00	2.5
12	2.5	30	2.29	27.50	2.19	26.25	2.08	25.00	2.5
13	2.5	30	2.29	27.50	2.19	26.25	2.08	25.00	2.5
14	2.5	30	2.29	27.50	2.19	26.25	2.08	25.00	2.5
15	2.5	30	2.29	27.50	2.19	26.25	2.08	25.00	2.5

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.C.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: May 24, 2018

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

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2017-2019 MASTER AGREEMENT WITH THE OPERATIONS AND MAINTENANCE SUPERVISORS

District and Union members reached a tentative agreement on April 27, 2018. There are three Operations Supervisors. These employees supervise areas under Operations, Properties and Transportation to ensure our buildings, grounds, equipment are clean, safe, and well maintained. The following agreement will be in place from July 1, 2017 through June 30, 2019.

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

- Include language for bereavement family.

Economic terms agreed to include:

Total

- 2 year increased cost \$11,500
- Increase on the salary schedule is 1.5% year 1 and 2.5% year 2
- MSBA 2 year package increase is 2.97%

EMPLOYMENT AGREEMENT
July 1, 2017 - June 30, 2019

**BOARD OF EDUCATION
DISTRICT 191
AND
OPERATIONS AND MAINTENANCE SUPERVISORS**

PREAMBLE

This agreement, entered into on the 1st day of July 2017 between Independent School District 191 and the Operations and Maintenance Supervisors, hereinafter called the Association.

ARTICLE I - PURPOSE

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

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

ARTICLE II - RECOGNITION

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

ARTICLE III - DEFINITIONS

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

ARTICLE IV - SCHOOL DISTRICT RIGHTS

- Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and confer on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the school District, its overall budget, utilization of technology, the organizational structure, and section and direction and number of personnel.
- Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide education and opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws. Any provision of this Agreement found to be in violation of any such laws rules, regulations, directives or order shall be null and void and without force and effect.

ARTICLE V - ASSOCIATION RIGHTS

Section 1. Dues Deduction: Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of the Association membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.

Section 2. Right to join: Employees shall have the right to join the Association and the right not to join the Association.

Section 3. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

ARTICLE VI - COMPENSATION

Section 1. Salary Schedule: Effective July 1, ~~2015 2017~~, through June 30, ~~2017 2019~~, and until a successor Agreement is reached, annual salaries will be as follows:

	2015-2016 2017- <u>2018</u>	2016-2017 2018- <u>2019</u>
Operations Supervisors	\$64,050 \$66,310	\$65,330 \$67,970

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

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

Section 4. Effective July 1, 2015, members of the unit shall receive an annual stipend of \$500 for a 1st Class Boiler's License or \$1,000 for a Chief Boiler's License. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

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

ARTICLE VII - PAID ABSENCES

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

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

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

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

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

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

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

Subd. 2. Up to two (2) days shall be permitted for a death of nephew, niece, uncle or aunt.

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

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

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

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

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

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

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

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

Section 6. Injury on Duty.

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

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

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

Section 7. Attendance incentive.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to five hundred dollars (\$500) which shall be contributed to an active ISD 191 approved 403(b) plan. as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate of pay equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

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

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

Effective July 1, 2015 the conversion rate for leave days shall be one hundred dollars (\$100) per day.

ARTICLE VIII - GROUP INSURANCE

Section 1. Health and Hospitalization

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

Subd. 2. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

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

Section 2. Dental:

Subd. 1. The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 3. Long-term Disability: During the term of this Agreement, the School District shall contribute the monthly premium cost, on

behalf of eligible and enrolled full time employees of the group income protection plan, adopted by the School District.

Section 4. Life Insurance:

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

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

Section 5. Duration of Coverage:

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

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

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

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

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans:

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

Subd. 2. Effect July 1, 2013, the District will match up to \$2,250 per year to an approved Minnesota deferred compensation program. The District will authorize up to \$2,250 salary reduction per year payable to a Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the district approved program.

ARTICLE IX - HOLIDAYS

Section 1. Employees shall receive ten (10) paid holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day, and one floating holiday to be scheduled consistent with the school calendar and with the approval of the supervisor.

Section 2. If any paid holiday falls during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Section 3. To be eligible for paid holidays, an employee must be full-time as defined by Article VI, Section 1.

ARTICLE X - WORK YEAR & VACATION

Section 1. Effective July 1, 2012, an employee shall accrue vacation days at 2.5 days per month, on the last day of the month, up to a maximum of 25 days accrual balance.

Section 2. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

- Section 3. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.
- Section 4. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.
- Section 5. As exempt employees, employees are expected to fulfill job responsibilities for an agreed-upon salary. While exempt employees neither complete time sheets nor are eligible for overtime benefits, exempt employees may independently manage their time in a way that best allows them to fulfill job responsibilities.

ARTICLE XI - REDUCTION OF THE WORK FORCE

- Section 1. In the event conditions necessitate a reduction of bargaining unit employees, the following procedure will be used: 1) Voluntary separations will be accepted; 2) Seniority shall determine any further reductions. Seniority is defined as continuous employment in any position in the District. An employee may not bump into a higher paying job classification.
- Section 2. In the event reduction occurs, and subsequently the force is again enlarged, the last employee laid off will be the first one hired. The rehiring will be the reverse order of the reduction procedure. If any employee refuses an offer to re-employment up to two (2) years after being laid off, the employee will lose any rights to preferential re-employment.

ARTICLE XII - JUST CAUSE

- Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

ARTICLE XIII - SEVERANCE PAY

- Section 1. Employees who retire from the district shall be eligible to remain in the existing group health and hospitalization insurance programs.

ARTICLE XIV – LEAVES OF ABSENCE

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

ARTICLE XIV - GRIEVANCE PROCEDURE

- Section 1. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.
- Section 2. In the event that an employee or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance to the grievor within thirty (30) working days of the occurrence of the grievance. The grievor shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting.
- Section 3. If the Association or the employee is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within Level 1 timeliness, the grievant may submit the grievance within ten (10) working days of the written disposition at Level 1 to the Superintendent. Within ten (10) working days of the receipt of the grievance, the Superintendent or designee shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting.
- Section 4. If the Association or the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within Level 2 time lines, the Association or the employee may submit the grievance to binding arbitration.

Notification of dissatisfaction shall be made in writing to the Superintendent within fifteen (15) working days of the Level 2 decision. PELRA rules shall be followed.

ARTICLE XV - DURATION

- Section 1. This agreement shall become effective as of July 1, ~~2015~~ 2017, unless specified otherwise herein, and shall continue in full force and effect through June 30, ~~2017~~ 2019, and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.
- Section 2. Any and all prior contracts, resolutions, practices, policies, rules or regulations inconsistent with the provision of this Agreement are hereby superseded.
- Section 3. The Association and the School District mutually acknowledge that during the meet and confer which resulted in this Agreement each had the opportunity to make demands and proposals regarding the terms and conditions of employment for employees covered under this Agreement. All understandings and agreements arrived at by the Association and the School District during their negotiations are fully and completely set forth in this Agreement. The parties may, by mutual agreement, amend this Agreement during its term.
- Section 4. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the School District or the Association may serve written notice to modify or terminate this Agreement. A party which gives notice of a desire to modify this Agreement shall within sixty (60) calendar days set forth proposed modifications sought to the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modification has been given.
- Section 5. In the event that any provision or provisions of this Agreement is declared to be contrary to law by proper judicial authority from whose finding, determination, or decree have no appeal, such provision shall be null and void and have no force or effect. All other provisions of this Agreement shall continue in full force and effect.

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.

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

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

**BURNSVILLE – EAGAN – SAVAGE
INDEPENDENT SCHOOL DISTRICT 191
HUMAN RESOURCES**

AGENDA ITEM: V.D

To: Members of the Board of Education
Superintendent Cynthia Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: May 24, 2018

RE: Resolution Terminating Classified Staff

RECOMMENDATION: It is recommended that the Board of Education adopt the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191, that the following classified personnel are hereby laid off from their positions, effective June 29, 2018.

Jane Wessen	BEST	EA Level IV	179 Days	1.00 hour
Jean Neuman	ERMS	EA Level III	179 Days	7.00 hour
Paula Wendling	WB	EA Level III	179 Days	.25 hour
Paula Robertson	MMS	EA Level III	179 Days	7.00 hour
Penny Shaffer	ERMS	EA Level III	179 Days	7.00 hour
Betty Dove	BHS	EA Level III	179 Days	7.00 hour
Joseph Kinsella	BHS	EA Level III	179 Days	7.00 hour
Juanita Ville	BHS	EA Level III	179 Days	7.00 hour
Eric Pulley	BHS	EA Level III	172 Days	7.00 hour
Anne Spott	EN	EA Level III	172 Days	2.50 hour
Christian Martinez	NMS	EA Level III	172 Days	7.00 hour
Janet Lopez	WB	EA Level III	172 Days	5.00 hour
Paige Johnson	HV	EA Level III	172 Days	.50 hour
Peggy Fontana	HB	EA Level II	179 Days	1.00 hour
Joan Rockett	EN	EA Level II	179 Days	.75 hour
Susan Keljik	WB	EA Level II	179 Days	.25 hour
Sherry Gilbertson	VV	EA Level II	179 Days	.25 hour
Laurie Samuel	MWS	EA Level II	179 Days	6.50 hour
Rachel Jones	RAHN	EA Level II	172 Days	1.50 hour
Tara Paul	SO	EA Level II	172 Days	1.50 hour

Rachel Packer	ST	EA Level II	172 Days	3.75 hour
Hajira Siddiqui	ST	EA Level II	172 Days	1.00 hour
Rebecca McGuire	HB	EA Level II	172 Days	4.50 hour
Melanie Liyanage		EA Level II	172 Days	.50 hour
Rachel Schatzlein	HV	EA Level IV	172 Days	1.00 hour
Susan Barlage	ERMS	Clerical II	184 Days	8 hour
Teresa Tanberg	BEST	Clerical II	184 Days	8 hour
Tanya Kaiser	DEC	Clerical I	261 Days	4 hour
Brenda Gries	ECSE	Clerical II	184 Days	8 hour
Carlene Moberg	MMS	Clerical II	184 Days	8 hour
Beth Alexon	NMS	Clerical II	184 Days	8 hour
Kassandra Lopez	DEC	Clerical I	261 Days	8 hour
Denise Romero	DEC	Clerical I	261 Days	8 hour
Amy Bassett	MWS	Clerical I	184 Days	4 hour
Rebecca Labonte	BHS	Clerical II	184 Days	8 hour
Ann Funk	BHS	Clerical II	184 Days	5 hour

Written notice shall be provided to each employee. Each employee retains recall rights as per their Master Agreement.

BE IT FURTHER RESOLVED, by the Board of Education of Independent School District 191, that the following positions are eliminated effective July 1, 2018:

- BAHS Dean
- Burnsville Promise Coordinator

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.E.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: May 24, 2018

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

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2017 - 2019 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE CONFIDENTIAL EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.

There are 4 Confidential employees. These Terms are reviewed and updated on an bi-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.

Economic terms include:

Total

- 1.5% increase on the first year maximum salary ranges and 2.5% in year two.
- Two year increased cost \$18,000
- MSBA increase is 3.02%

**2015-2017-2019 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
CONFIDENTIAL EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for confidential 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.

Confidential Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “confidential employees”:

Tier I: Exec. Admin. Assistant, Payroll Supervisor

Tier II: HR Labor Relations Manager

Tier III: HR Employment Specialist

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 ~~2015-2016~~ 2017-2018 school year and the ~~2016-2017~~ 2018-2019 school year, the Board will use the following ranges as a guide when determining the compensation of each employee:

	2015-2016 2017-2018 Range		2016-2017 2018-2019 Range	
	Minimum	Maximum	Minimum	Maximum
Tier I	\$66,000	\$75,750	\$66,000	\$77,750
Tier II	\$63,000	\$73,000	\$63,000	\$75,000
Tier III	\$48,000	\$57,500	\$48,000	\$58,500

Additional Compensation. Effective July 1, 2010, employees who have completed 14 years of service will receive a stipend of \$900 dollars. Employees who have completed 19 years of service will receive an additional \$900 dollar stipend.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay for an 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 an 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 \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- 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 \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- 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 toward 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.
- f. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each employee at District expense. Disability pay will be governed by the policy in effect. After a confidential employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.
- 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 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 twelve (12) days per school year and may accumulate a maximum of 150 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.
- e. At the beginning of each fiscal year, (3) sick days will be converted to the equivalent of (3) days of the employee's daily rate of pay and contributed into the employee's HRA account.

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 three (3) 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.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. 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. 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. 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 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 per year to an approved Minnesota deferred compensation program. 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 thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

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.

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.F.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: May 24, 2018

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

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2017 - 2019 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE COMMUNITY EDUCATION EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.

There are over 200 full-time, part-time, and seasonal Community Education employees. The Terms are reviewed and updated every two years. 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 Pay Equity regulations by the state.

Economic terms include:

Total

- 1% increase on the 2017-2018 salary schedule and 1% on the 2018-2019 salary schedule
- Increased cost \$233,000
- MSBA increase is 5.07%

**2015-2017-2019 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
COMMUNITY EDUCATION EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for Community Education 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.

Community Education Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “Community Education employees”:

Coordinator Levels I, II, and III, Program Specialists, Program Supervisors, Program Associates, Program Assistants, and Program Aides

This Policy does not apply to independent contractors who provide services to the School District’s Community Education Program.

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 which 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.

Assignment. The annual, weekly and daily work schedule for Community Education employees shall be determined by the School District. Work schedules shall include the start and end times of a work day. Daily, weekly or annual work assignments are subject to modification by the School District. Employees who are assigned to work more than six (6) hours a day will be provided an unpaid duty-free lunch period of 1/2 hour.

- a. **Definitions. Full-Time Employees:** Full-time employees are employees assigned at the start of a fiscal year to work a minimum of 1,560 hours in a single position during the fiscal year (July 1 – June 30).

Part-Time Employees: Effective July 1, 2015, part-time employees are employees assigned at the start of a fiscal year to work a minimum of 725 hours in a single position during the fiscal year, but less than 1,560 hours.

Seasonal, Substitute Or Temporary Employees: Effective July 1, 2015, employees who work an irregular, infrequent or on an “as-needed” basis or work a temporary or seasonal position for no more than 3 months for 724 hours or less in a single position or combination of positions during the fiscal year are casual, substitute or temporary employees.

- b. **Overtime.** 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. Vacation days, personal days, compensatory time, or sick leave and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Overtime must be pre-approved by the employee’s Supervisor. Employees may elect compensatory time off in lieu of overtime pay, as mutually agreed upon between the employee and Supervisor. Such election must be made on the date overtime is assigned/approved. If compensatory time is elected, the employee must specify the date(s) that the compensatory time will be taken, and such date(s) must be within the same pay period or if sufficient time does not exist within the same pay period, no later than the end of the following pay period. 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 Executive Director of Human Resources may reassign an employee or modify an employee’s assignment at any time and for any reason. In addition, the Executive Director of Human Resources may modify an existing job description for an employee’s position or create a new job description at any time.
- d. **Temporary Assignments.** A Community Education employee who temporarily replaces an employee in a higher Pay Grade for an assignment of 30 or more consecutive working days, shall be paid the wage for the higher Pay Grade retroactive to the first day of the assignment. The step level of the employee shall not be changed (increased or decreased) during a temporary assignment.

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.

Compensation. The Board will determine the compensation of each employee covered by this policy. For the ~~2015-2016~~ 2017-2018 school year and the ~~2016-2017~~ 2018-2019 school year, the Board will set wages for full-time and part-time employees is set forth in Wage Schedule No. 1 of this Policy and wages for casual, substitute or temporary employees is set forth in Wage Schedule No. 2 of this Policy.

Step Placement/Advancement.

- a. The Step levels (Steps 1 through 7) of Wage Schedule No. 1 of this Policy shall apply only to full-time and part-time employees. New hires or employees who are assigned to a different position shall be placed at an initial step level, as determined by the School District, based on the employee's background and experience.
- b. Full-time and part-time employees covered by Wage Schedule No. 1 shall be eligible for step advancement, as determined by the School District, based on assessment of the employee's performance. Step advancement shall be determined on July 1 of each fiscal year. Employees hired prior to January 1 shall be eligible for step advancement on July 1. Employees hired after January 1 shall not be eligible for step advancement until July 1 of the following calendar year.

Additional Compensation.

- a. Beginning July 1, 2015, employees who successfully complete ten (10) years of consecutive years of service in the Community Education Department as a full-time or part-time employee, as defined in this Policy, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Employees who successfully complete fifteen (15) consecutive years of employment in the Community Education Department as a full-time or part-time employee, as defined in this Policy, will receive an additional \$1.50 per hour above their hourly base rate of pay. Employees who successfully complete twenty (20) years of consecutive years of service in the Community Education Department as a full-time or part-time employee, as defined in this Policy, shall receive an additional \$2.00 per hour above their hourly base rate of pay.
- b. Effective July 1, 2015, full-time and part-time employees, as defined in this Policy, who received longevity pay prior to July 1, 2015 shall continue to accrue longevity credit without loss of previous experience. Individuals that did not receive longevity pay will accrue credit beginning July 1, 2015.
- c. Effective July 1, 2011, seasonal, substitute or temporary employees, as defined in this Policy, who were employed prior to July 30, 2005 and who have successfully completed ten (10) years of consecutive years of service in the Community Education Department, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Employees who have successfully completed fifteen (15) consecutive years of employment in the Community Education Department, will receive an additional \$1.50 per hour above their hourly base rate of pay.

Daily Rate of Pay. In the event the District needs to determine a daily rate of pay for an employee, the employee's annual salary will be divided by the number of duty days assigned to the employee.

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 |

Holiday pay shall be prorated for full-time employees who are assigned less than an eight hour work day. Floating Holiday must be approved by supervisor prior to taking. Part-time and seasonal, substitute or temporary employees shall not be entitled to paid holidays.

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 eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected to the employee's HRA. 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 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected to the employee's HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Dental Insurance.** The District will pay the equivalent of 100% of the premium for single insurance toward either single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- d. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of twenty thousand dollars (\$20,000) for each full-time employee who qualifies for life insurance.

- e. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each full-time employee at District expense. Disability pay will be governed by the policy in effect. After a Community Education employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.

- 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 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 thirteen (13) days per school year and may accumulate a maximum of 60 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.
- e. Effective July 1, 2015, an employee who as of July 1 has accumulated leave time in excess of two hundred and eighty (280) hours determined as of June 15th of the same tax year, and has taken one (1) or less leave days in the concluding fiscal year shall have sufficient leave days converted at the rate equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

An employee who as of July 1 has accumulated leave time in excess of two hundred and eighty hours (280) hours determined as of June 15th of the same tax year, and has taken more than 1 leave day up to three (3) leave days in the concluding fiscal year shall have sufficient leave days converted at the rate of equal to one hundred fifty dollars (\$150) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

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

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

Effective July 1, 2015 the conversion rate for leave days shall be fifty dollars (\$50) per day.

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 Executive Director of Human Resources 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.

Vacation.

- a. **Eligibility.** Full-time Community Education employees are eligible for paid vacation days. Part-time and casual, substitute or temporary employees are not eligible for paid vacation.
- b. **Vacation Accrual and Use.** Ten (10) paid vacation days shall be credited to each full-time employee at the beginning of each fiscal year (July 1). A vacation day shall be paid in an amount equivalent to the hours of an employee’s assigned work day. Vacation leave must be scheduled in advance with the employee’s immediate

supervisor. Vacation leave credited to an employee must be taken during the same fiscal year, or within the following twelve (12) months, or it is forfeited.

- c. **Additional Vacation Leave.** Full-time employees at Pay Grade 4 and above shall be credited with additional paid vacation leave each fiscal year as follows: eight (8) hours of paid vacation leave multiplied by the employee's consecutive years of employment with the Community Education Department, up to a maximum of an additional 64 hours of vacation leave in a fiscal year. Under no circumstances may an employee's paid vacation leave exceed 18 days.
- d. **Termination.** If an employee leaves the district in good standing, the employee shall be paid for unused vacation leave prorated by the actual time worked in the fiscal year of termination. If on the date of termination the employee has taken more vacation leave than his/her prorated vacation leave, he/she shall be required to pay the difference back to the District.

Parental Leave. Full-time and part-time employees may apply for an unpaid parental leave. Such applications must be submitted to the Executive Director of Human Resources, and leaves may be granted solely at the discretion of the School Board. The terms of unpaid parental leaves are as follows:

- a. A parental leave of absence may be granted for a period of time immediately subsequent to the birth of an employee's child, or in the case of adoption, for a period of time immediately after a child is physically placed with the employee.
- b. Under no circumstances will unpaid parental leave be granted pursuant to this Section unless the employee applies at least two (2) calendar months prior to the estimated date of the child's birth or adoption.
- c. The length of an unpaid parental leave pursuant to this Section is at the discretion of the School District. An employee may apply to extend a parental leave of absence; however, under no circumstances will a parental leave of absence exceed two (2) fiscal years. Employees on unpaid parental leave of absence pursuant to this Section shall be eligible to continue coverage under the School District's group health/dental insurance plans, if the employee would otherwise be eligible as an active employee, subject to the limitations of the insurance carrier and COBRA. The employee shall be responsible for the full cost of premiums during continued participation in the School District's group health insurance plans during a parental leave of absence.
- d. Employees on unpaid parental leaves of absence pursuant to this Section shall not receive step advancement or any other increase in wages during the period of their leave, nor shall the period of the leave of absence be counted toward eligibility for longevity pay under the applicable Wage Schedule.

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.

Emergency Dismissal. If a Community Education employee is notified not to report to work due to inclement weather or an emergency situation, he/she shall not be paid for that work day(s). If a Community Education employee is dismissed during a work day by authority of the Executive Director of Human Resources, he/she shall be paid wages for actual time worked up to the time of notification of dismissal. Notification that school is cancelled or delayed for children is NOT notification that Community Education employees are excused from work, and they are expected to report to work unless otherwise directed by the Executive Director of Human Resources or his/her designee.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. 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.

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 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 \$500.00 per year to an approved Minnesota deferred compensation program for an employee who has completed one year of service with the District. 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 thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

Section 457 Plan. Employees are eligible to participate in Section 457 deferred compensation plans, subject to applicable state and federal law. Elective deferrals must be with vendors approved by the School District and on file with the Office of Human Resources. The School District shall not make matching contributions to a Section 457 Plan.

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.

**RATE SCHEDULE NO. 1
FOR FULL AND PART-TIME EMPLOYEES**

Effective July 1, **2015 2017**

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Coordinator III Youth Services Coordinator Area Coordinator-Child Care	\$21.75	\$23.25	\$24.75	\$25.80
8	Coordinator II Activities Coordinator	\$20.50	\$22.00	\$23.50	\$24.50
7	Coordinator I / Program Specialist II Pool Coordinator Team Coordinator Safety and Security Specialist	\$18.95	\$20.50	\$22.00	\$23.00
6	Program Supervisor Supervisor-Early Childhood Supervisor-School Age	\$14.15	\$15.15	\$16.45	\$17.20
5	Program Specialist I Welcome Center Family Support Community Greeter	\$12.95	\$13.90	\$14.90	\$15.70
4	Program Associate Associate-Early Childhood Associate-School Age	\$11.90	\$12.65	\$13.40	\$14.15
3	Program Assistant Assistant-Early Childhood Assistant-School Age	\$9.85	\$10.65	\$11.05	\$11.65
2	Program Aide Aide-Early Childhood Aide-School Age	\$9.00	\$9.00	\$9.00	\$9.00

**RATE SCHEDULE NO. 1
FOR FULL AND PART-TIME EMPLOYEES**

Effective July 1, **2016 2018**

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Coordinator III Youth Services Coordinator Area Coordinator-Child Care	\$22.00	\$23.50	\$25.00	\$26.10
8	Coordinator II Activities Coordinator	\$20.75	\$22.25	\$23.75	\$24.75
7	Coordinator I / Program Specialist II Pool Coordinator Team Coordinator Safety and Security Specialist	\$19.15	\$20.75	\$22.25	\$23.25
6	Program Supervisor Supervisor-Early Childhood Supervisor-School Age	\$14.30	\$15.35	\$16.65	\$17.40
5	Program Specialist I Welcome Center Family Support Community Greeter	\$13.10	\$14.05	\$15.05	\$15.90
4	Program Associate Associate-School Age Associate-Early Childhood	\$12.05	\$12.80	\$13.55	\$14.30
3	Program Assistant Assistant-Early Childhood Assistant-School Age	\$9.95	\$10.80	\$11.20	\$11.80
2	Program Aide Aide-Early Childhood Aide-School Age	\$9.10	\$9.10	\$9.10	\$9.10

**WAGE SCHEDULE NO. 2
FOR SEASONAL, SUBSTITUTE AND TEMPORARY EMPLOYEES**

Effective July 1, 2017 - June 30, 2019

Pay Grade	Title	Hourly Wage	
		7/1/2017	7/1/2018
9	Coordinator III Youth Services Coordinator / Sub Site Coordinator-Child Care / Sub	\$21.75	\$22.00
8	Coordinator II Institute Coordinator-Gifted & Talented Examiner-GED Activities Coordinator	\$20.50	\$20.75
7	Coordinator I Pool Coordinator Team Coordinator / Sub	\$18.95	\$19.15
6	Program Supervisor Supervisor-Early Childhood / Sub Supervisor-School Age / Sub Instructor-Water Safety Supervisor-Youth Services / Sub	\$14.15	\$14.30
5	Program Specialist Specialist-Welcome Center Family Support / Sub	\$12.95	\$13.10
4	Program Associate Associate-Early Childhood / Sub Associate-School Age / Sub	\$11.90	\$12.05
3	Program Assistant Assistant-Youth Programs / Sub Assistant-Early Childhood / Sub Assistant-School Age / Sub Aide-Water Safety Lifeguard	\$9.85	\$9.95
2	Program Aide Aide-Early Childcare/ Sub Aide-School Age / Sub Deck Guard	\$9.00	\$9.10



Future Ready. Community Strong.

**Agenda V.G.
May 24, 2018**

To: Board of Education
Cindy Amoroso, Superintendent

From: Stacey Sovine, Executive Director of Human Resources

Date: May 18, 2018

Re: Approve on a first reading basis, Policy 495: *Staff Recognition*

Recommendation: Approve, on a first reading basis, Policy 495: Staff Recognition.

Purpose: The School District shall demonstrate its appreciation of employees through a board-approved employee recognition program which shall not include monetary awards.

The Policy Review Committee reviewed this policy on May 15, 2018.

Adopted:
Reviewed:
Revised:
Rescinds:

495 STAFF RECOGNITION

I. PURPOSE

The School District shall demonstrate its appreciation of employees through a board-approved employee recognition program which shall not include monetary awards.

II. TYPES OF STAFF RECOGNITION

- A. **Years of Service:** Employees will be recognized with a certificate for years of service in the school district ~~at 10-year intervals~~ beginning with 10 and 20 years of service and then five year intervals after that.
- B. **Retirements:** Retiring employees will be recognized with a ~~plaque-memento~~ and a reception at the District 191 Employee Retirement Recognition.
- C. **One91 Community of Excellence Awards:** One91 Community of Excellence Award recipients will be recognized with a plaque at the One91 Community of Excellence Award Ceremony. Award categories consist of Collaboration and Partnership, Innovation, Community Engagement, Excellence in Educational Support, Teaching Excellence, Leadership in Action, and Spirit of Excellence.
- D. **School/Department Recognition:** Employee recognition at the school and department level must be approved by the superintendent or designee.

Legal References: Minn. Stat. § 123B.02, subd. 14a, General Powers of Independent School Districts

Cross References:



Future Ready. Community Strong.

**Agenda V.H.
May 24, 2018**

To: Board of Education
Cindy Amoroso, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: May 18, 2018

Re: Approve on a first reading basis, changes to Policies 709: *Student Transportation Safety Policy* and 806: *Emergency Operations Policy*

Recommendation: Approve on a first reading basis, changes to Policies 709: *Student Transportation Safety Policy* and 806: *Emergency Operations Policy*.

Changes made to the policies were recommended by MSBA and/or administration.

- Policy 709-Grade levels were updated and policy language was changed to reflect current practice.
- Policy 806-This policy requires annual review. District administrators collaborate with public safety officials regarding the District's emergency operations plan.

The Policy Review Committee reviewed these policies on May 15, 2018.

Adopted: 12/03
Reviewed: ~~8/11/2016~~5/24/2018
Revised: 8/25/2016
Rescinds: EEAC

Burnsville-Eagan-Savage School District Policy 709

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities while waiting for, entering, riding, and exiting a school bus.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

~~A. School Bus Safety Week~~

~~The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.~~

AB. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 120 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades ~~ECK~~ through 56 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 67 through 120 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received

school bus training. Students in grades ~~ECK~~ through ~~120~~ who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades ~~ECK~~ through 3 school bus safety training twice during the school year.
- ~~4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.~~
- ~~45.~~ The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
- ~~56.~~ The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
- ~~67.~~ The school district may provide kindergarten students with school bus safety training before the first day of school.
- ~~78.~~ The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
- ~~89.~~ The school district shall adopt and make available for public review a curriculum for transportation safety education.
- ~~910.~~ Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades ~~ECK~~ through ~~120~~ have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation

safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. —It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Observe same conduct as in the classroom.
- b. Be courteous, use no profane language.
- c. Do not eat or drink on the bus.
- d. Keep the bus clean.
- e. Cooperate with the driver.

- ~~f. Do not smoke.~~
- ~~g. Do not be destructive.~~
- ~~h. Stay in your seat.~~
- ~~i. Keep head, hands and feet inside the bus.~~
- ~~j. Bus driver is authorized to assign seats.~~

~~Immediately follow the directions of the driver.~~

- ~~b. Sit in your seat facing forward.~~
- ~~c. Talk quietly and use appropriate language.~~
- ~~d. Keep all parts of your body inside the bus.~~
- ~~e. Keep your arms, legs, and belongings to yourself.~~
- ~~f. No fighting, harassment, intimidation, or horseplay.~~
- ~~g. Do not throw any object.~~
- ~~h. No eating, drinking, or use of alcohol, tobacco, or drugs.~~
- ~~i. Do not bring any weapons or dangerous objects on the school bus.~~
- ~~j. Do not damage the school bus.~~

4. Consequences

- ~~a. a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.~~

~~The school bus is considered an extension of the classroom. Refer to the student handbook for more details on potential consequences.~~

~~(1) Elementary (ECK 56)~~

~~1st offense warning~~

~~2nd offense 3 school day suspension from riding the bus~~

~~3rd offense 5 school day suspension from riding the bus~~

~~4th offense—10 school day suspension from riding the bus/meeting with parent~~

~~Further offenses—individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.~~

~~(2) Secondary (67-12)~~

~~1st offense—warning~~

~~2nd offense—5 school day suspension from riding the bus~~

~~3rd offense—10 school day suspension from riding the bus~~

~~4th offense—20 school day suspension from riding the bus/meeting with parent~~

~~5th offense—suspended from riding the bus for the remainder of the school year~~

~~Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.~~

~~(13) Other Discipline~~

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

~~(24) Records~~

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

~~(35) Vandalism/Bus Damage~~

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

~~(46) Notice~~

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. -School bus rules are to be posted on each school bus.

(57) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license,

without a school bus endorsement, may operate a “type A-I” school bus as set forth in Section VII.D., below.

- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver’s license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a “serious traffic violation” means a conviction of any of the following offenses:
 - 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 - 2. reckless driving;
 - 3. improper or erratic traffic lane changes;
 - 4. following the vehicle ahead too closely;
 - 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 - 6. driving a commercial vehicle without obtaining a commercial driver’s license or without having a commercial driver’s license in the driver’s possession.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver’s license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person’s employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver’s license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person’s employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the

suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

~~*[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]*~~

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

~~*[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]*~~

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

~~*[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]*~~

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus

loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

~~*[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]*~~

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.
7. To the extent practical, the school district will communicate regarding late buses.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and

child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would

require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in “park” during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.

e. The operator’s employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer’s policy under Minn. Stat. § 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator’s employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator’s driver’s license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.

g. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver’s license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver’s license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

- h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

- 1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the

vehicle is so equipped.

- d. The operator has submitted to a background check and physical examination as required by Minn. Stat. § 171.321, Subd. 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. § 171.02, Subd. 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 3. A school bus operated under this section must bear a current certificate of inspection.
 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[Note: ~~The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]~~
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with

disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
1. the student's name and address;
 2. the nature of the student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

A. The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district.

B. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law.

C. The school transportation safety director shall certify annually to the school board that:

1. ~~E~~each school bus driver meets the school bus driver training

competencies required by Minn. Stat. § 171.321, Subd. 4. ~~The transportation safety director also shall annually verify or ensure~~

2. ~~And~~ that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. ~~Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent~~

3. ~~T~~hat students have received school bus safety training in accordance with state law.

A.D. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

~~XI. STUDENT TRANSPORTATION SAFETY COMMITTEE~~

~~The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.~~

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)

Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)

Cross References: Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
Burnsville-Eagan-Savage School District Policy 707 (Transportation of Public Students)
Burnsville-Eagan-Savage School District Policy 708 (Transportation of Nonpublic Students)
Burnsville-Eagan-Savage School District Policy 710 (Extracurricular Transportation)

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Burnsville Eagan Savage Policy 806

806 EMERGENCY OPERATIONS POLICY

I. PURPOSE

The purpose of this Emergency Operations Policy is to act as a guide for the school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this policy will provide guidance to each school building in drafting emergency operations plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific emergency operations plans for each school building in the school district, and sections or procedures may be added or deleted in those emergency operations plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific emergency operations plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Emergency Operations Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific emergency operations plan to meet that building's specific situation and needs.

~~The school district's administration and/or the administration of each building shall present tailored building-specific emergency operations plans to the school board~~ **Superintendent or designee** for review and approval. The building-specific emergency operations plans will include general emergency procedures and emergency-specific procedures. ~~Upon approval by the school board, such emergency operations plans shall be an addendum to this Emergency Operations Policy.~~ This policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Emergency Operations Policy

1. General Emergency Procedures. The Emergency Operations Policy includes general emergency procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific emergency operations plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency ~~first responder~~ response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable.

All general emergency procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's emergency operations plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications

for students that take medications during the school day.

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific emergency operations plan.
 - d. Training Procedures. Building administrators are responsible for providing training for staff and students so they are prepared to respond appropriately in emergency situations. Building administrators should use the state-mandated fire drills, lock-down drills, and tornado drills as opportunities for this training. In addition, building administrators should provide copies of this Emergency Operations Policy to employees. Each building's emergency operations plan will include procedures for training and conducting drills.
 - e. Communication Procedures. Responding quickly is a major factor in crisis communications. Timely response reduces tension, confusion, worry, and doubt. Each building's emergency operations plan will include explanation of the communication roles of the building administrator, the Communication Coordinator, and the Superintendent in a crisis situation. Communication following an emergency is also important. The following actions should be taken as appropriate after a crisis: letter to parents; media release; staff meeting; incident documentation; and report to the school board.
2. Emergency-Specific Procedures. The Emergency Operations Policy includes specific procedures for emergency situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific emergency operations plans.
 3. School Emergency Response Teams
 - a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's emergency operations plans and will have knowledge of

procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator and designee(s) will know the location of that list in the event of a school emergency. A copy of the list will be kept ~~on file~~ in the school district office.

- b. Leaders. The building administrator or designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response personnel are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response personnel.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to emergency situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Emergency Operations Policy and their own building's emergency operations plan. ~~Each school's building-specific emergency operations plan shall include the method and dates of dissemination of the plan to its staff.~~ Employees will receive a copy of the relevant building-specific emergency operations plans and shall receive periodic training on plan implementation.
2. Students and Parents or Guardians. Students and parents or guardians shall be made aware of the school district's Emergency Operations Policy and relevant tailored emergency operations plans for each school building. Each school district's building-specific emergency operations plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area suggested at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, ~~fire alarms, fire extinguishers, hoses, water spigots,~~ and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the

location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, ~~fire alarms, fire extinguishers, hoses, water spigots,~~ and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early

in the day as possible. The early school closure procedures will describe potential reasons for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (such as designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to ~~listen to designated local radio and TV stations~~ monitor local and district social media for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will provide for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines counseling to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

IV. PROCEDURES INCLUDED IN THIS POLICY

Procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide

- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

V. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

- Legal References:**
- Minn. Stat. Ch. 12 (Emergency Management)
 - Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
 - Minn. Stat. § 121A.035 (Crisis Management Policy)
 - Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
 - Minn. Stat. § 299F.30 (Fire Drill in School)
 - Minn. Stat. § 326B.02, Subd. 6 (Powers)

Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (~~No Child Left Behind~~Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: Burnsville Eagan Savage School District Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
Burnsville Eagan Savage School District Policy 413 (Harassment and Violence)
Burnsville Eagan Savage School District Policy 501 (School Weapons Policy)
Burnsville Eagan Savage School District Policy 506 (Student Discipline)
Burnsville Eagan Savage School District Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites)
<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.I.

To: Members of the Board of Education

From: Cindy Amoroso
Superintendent

Date: May 24, 2018

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 2017 - 2019 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE UNAFFILIATED EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.

There are currently 44 Unaffiliated Specialists and Confidential Supervisory employees. The Terms are reviewed and updated on an bi-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:

- Provided clarity on approved duty days.
- Aligned tuition reimbursement language for all Tiers.

Economic terms include:

Total

- 1.5% and 2.5% increase on the 2017-2018 and 2018-2019 maximum salary ranges
- Increased cost \$173,000
- 2017-2019 MSBA increase for salary and benefits is 3.07%

**2016-2017-2019 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

- 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, EL Coordinator, ~~Burnsville Promise Coordinator, Focus Coach,~~ Coordinator of Alternative Programming

- Tier III: Registrar; Bursar; Human Resources Benefit Specialist, ~~BHS Theater Operations Manager,~~ Academic Enrichment Coordinator, Production and Operations Coordinator (FS), College and Career Specialist, Communication Specialist, Behavior Specialist

- Tier IV: Cultural Liaison, Registered Nurses (RN), Licensed Practical Nurse (LPN)

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 which 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 1104 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. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.

Compensation. The Board will determine the compensation of each employee covered by this policy. For the ~~2016-2017~~ 2017-2019 school years, the Board will use the following ranges as a guide when determining the compensation of each employee:

		2016-2017 2017-2019 Range		
		Minimum	2018 Maximum	2019 Maximum
Tier I		\$138,000 \$142,000	\$152,000 \$154,000	\$152,000 \$158,000
Tier II	a	\$107,000 \$110,000	\$115,500 \$116,750	\$115,500 \$120,000
	b	\$68,000 \$72,000	\$99,000 \$100,750	\$99,000 \$103,500
Tier III		\$45,000 \$47,500	\$57,500 \$58,750	\$57,500 \$60,100
Tier IV		\$18.00/hour	\$28.00/hour	\$28.00/hour \$28.50/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.

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 \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- 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 \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- 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 twelve (12) 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 equivalent in-laws. 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. For Tier I employees hired after December 30, 2012, they 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 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 \$2,750 per year to an approved Minnesota deferred compensation program. The District will match up to \$3,250 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 (Coordinator of Student Information and Testing)
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 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 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 \$108,025 for the 2017-2018 school year and \$108,555 for the 2018-2019 school year.

Date of Addendum: _____