



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337
August 9, 2018
6:30 PM

5:45 PM Listening Session with Directors Abigail Alt and Darcy Schatz

- I. Call to Order
 - A. Welcome Public
 - B. Pledge of Allegiance
- II. Approval of the Agenda
- III. Information
 - A. Academic Intervention Report 3
Presenter: Dr. Jenna Mitchler, Director of Curriculum, Instruction, Assessment and Support Services, and Dr. Janet Gulden, MTSS, Targeted Services and Title I Coordinator
 - B. Donations Report 16
Presenter: Lisa Rider, Executive Director of Business Services
 - C. Superintendent Report 29
 - D. Board Member Reports 30
- 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 31
 - 2. Approve Personnel Recommendation 35
 - 3. Adopt a Resolution to Accept Donations 37
 - 4. Receive a Report on the Listening Session 39
 - 5. Approve Change Order #1 for the Burnsville High School Emergency Lighting Upgrades Project 40
- V. New Business
 - A. Approve the Activities Handbook 44
Presenter: Guillaume Paek, Director of Athletics and Activities
 - B. Approve 2018-19 ECSE Handbook 61

Presenter: Stephanie White, Director of Student Support Services

- C. Approve 2018-19 BEST Handbook 69
Presenter: Stephanie White, Director of Student Support Services
- D. Approve Ice Arena Lease with the City of Burnsville for the 2018-19 School Year 77
Presenter: Lisa Rider, Executive Director of Business Services
- E. Authorize Contracts for Solar Arrays Expansion on Four Buildings 102
Presenter: Lisa Rider, Executive Director of Business Services
- F. Approve Contracts with Inver Hills Community College for Post-Secondary Enrollment Options (PSEO) Services for 2018-2019 school year. 122
Presenter: Lisa Rider, Executive Director of Business Services
- G. Adopt a Resolution Ratifying and Approving TIES Reorganization and Definitive Agreements 132
Presenter: Lisa Rider, Executive Director of Business Services
- H. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2017-2019 Collective Bargaining Agreement with the Burnsville Education Association and ISD 191 165
Presenter: Stacey Sovine, Executive Director of Human Resources
- I. Approve the Proposed Revisions and Readopt the Unchanged Language in the 2017-2019 Collective Bargaining Agreement with the Burnsville Association of Educational Assistants 227
Presenter: Stacey Sovine, Executive Director of Human Resources
- J. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2017-2019 Master Agreement with the Burnsville Principal Association 252
Presenter: Stacey Sovine, Executive Director of Human Resources

VI. Adjourn



One91
Burnsville · Eagan · Savage



3

Academic Interventions in One91

Future Ready. Community Strong.

What is an Academic Intervention?

Intended to fill skill gaps and help students improve in an identified area of academic need

Offer intensive and focused instruction in those identified gaps

4

Strategies used to teach new skills, build fluency in skills, or enable students to apply existing skills to new learning

An addition to core curriculum

Goal is to have accelerated learning for students

Academic Interventions in One91

Read180 and Math180

Grades 6-9- first implemented in 2016-17

Research-based and nationally-used interventions

Lesson Structure: Whole group/Small group/Individual student software use

Academic Interventions in One91

R180 and M180 are aligned to state standards

o

About 300 students in Read180

About 500 students in Math180

Intervention Criteria

Multiple data points to select students

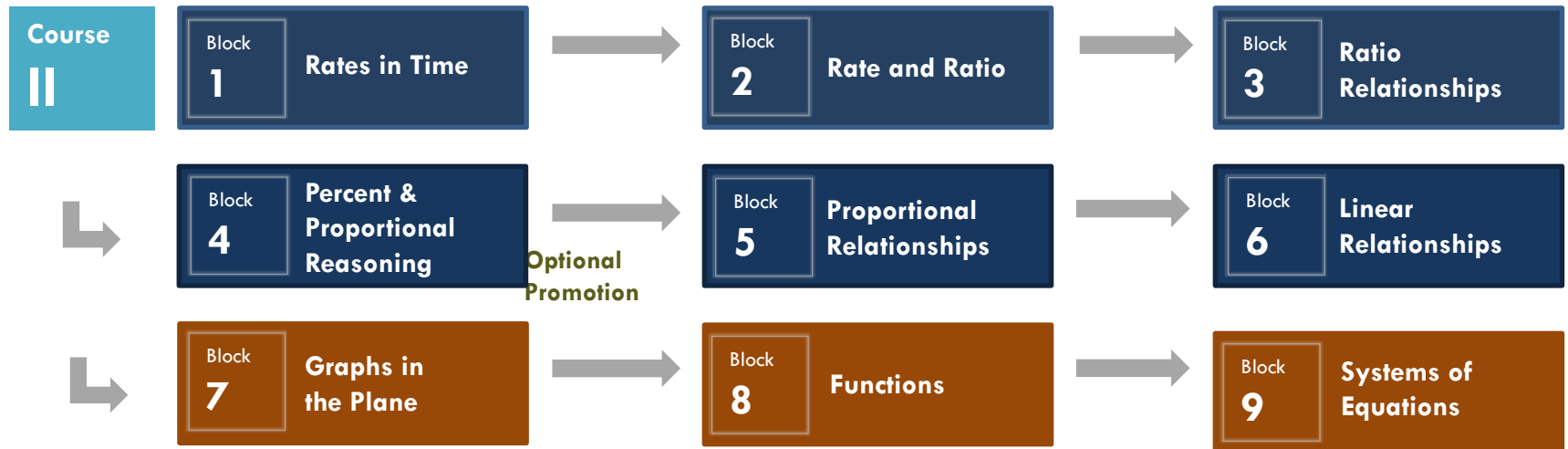
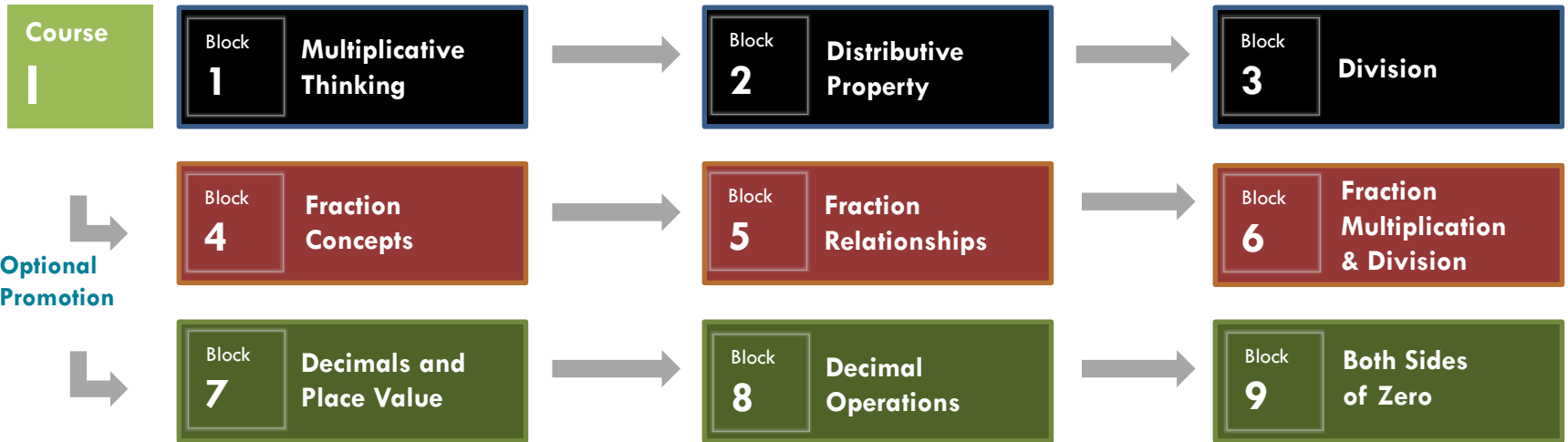
NWEA-MAP and MCA scores- scores below 33% and Does Not Meet or Partially Meets on MCA

Student progress is tracked through multiple measures

Reading Inventory and Math Inventory data closely tracked

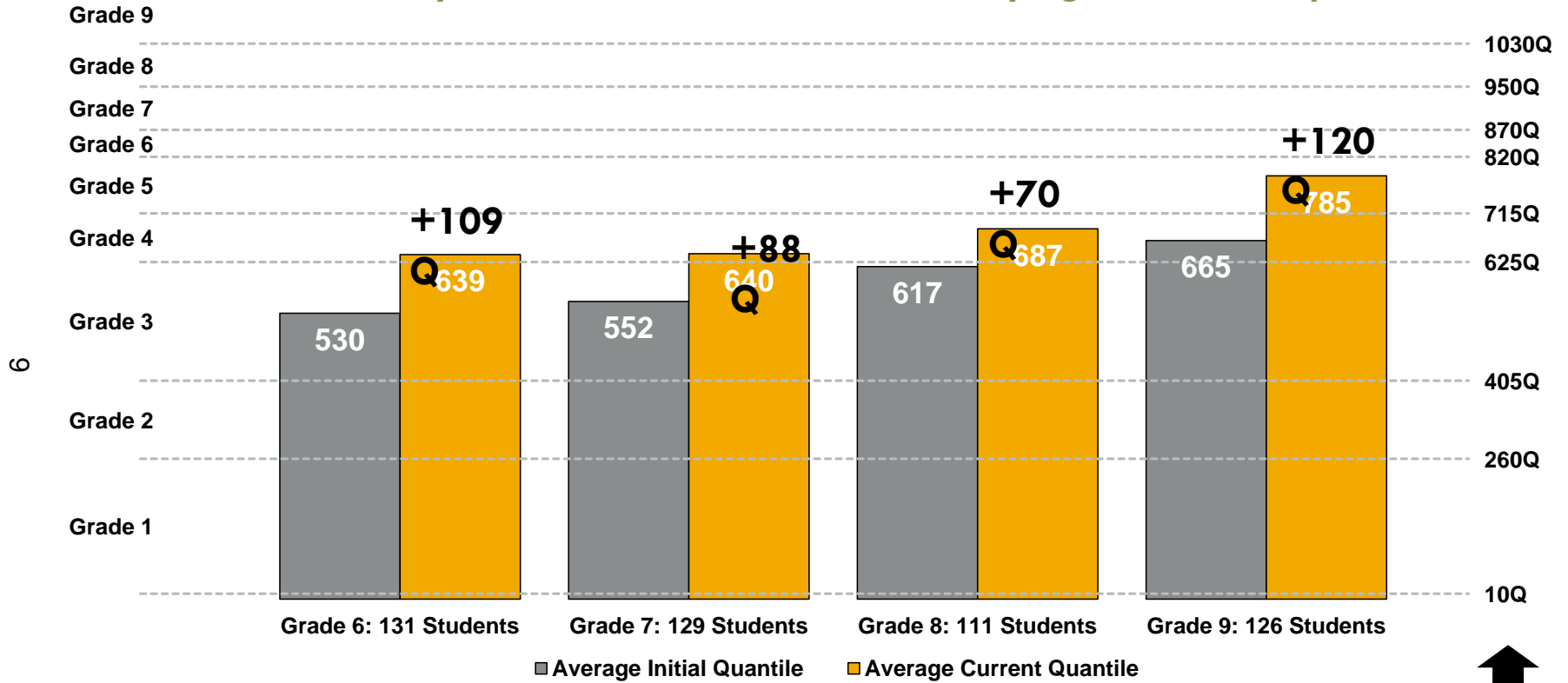
MATH 180 Content

Two Courses, Nine Blocks per Course, Three Topics per Block



Average Initial and Current Quantile by Grade in 2017-18

Gains Made by MATH 180 Students with Qualifying Math Inventory Results

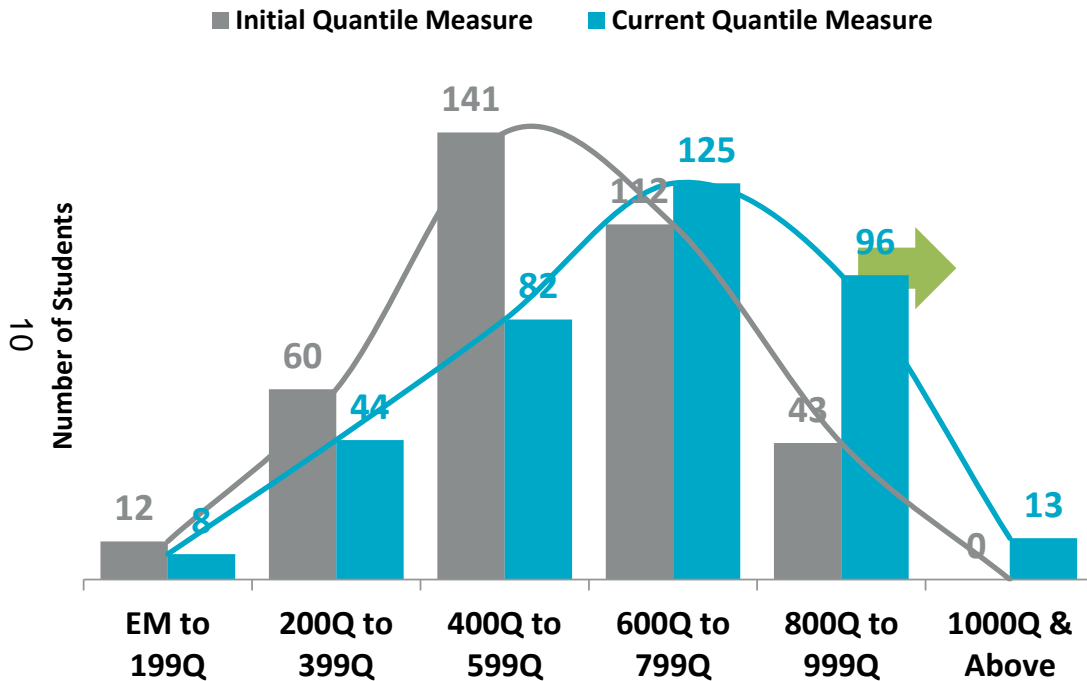


↑
Spring proficiency cutoffs by grade

This shows Quantile growth, by grade, for MATH 180 students who qualify for Gains analysis.

Students by Initial and Current Quantile

Movement on 200-Quantile Bands for *MATH 180* Course I Students



52% of students showed significant growth of at least 200 quantiles

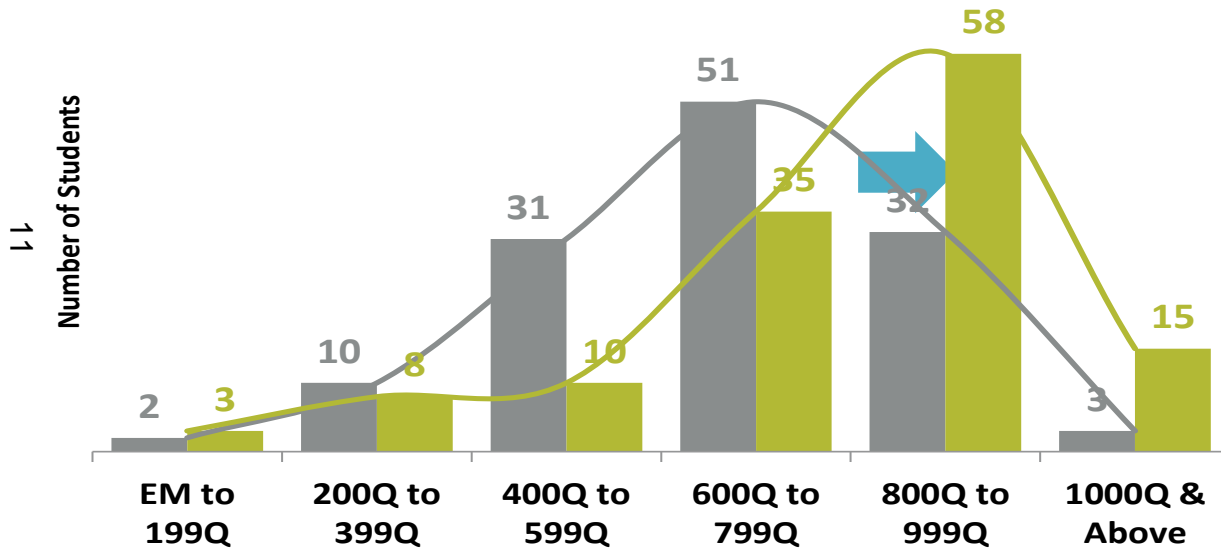
100 quantiles is approximately one year of growth

This shows how students in the Gains sample progressed from their initial Quantile bands (gray) to their current Quantile bands (blue).

Students by Initial and Current Quantile

Movement on 200-Quantile Bands for *MATH 180* Course II Students

■ Initial Quantile Measure ■ Current Quantile Measure



56% of students showed significant growth of at least 200 quantiles

100 quantiles is approximately one year of growth

This shows how students in the Gains sample progressed from their initial Quantile bands (gray) to their current Quantile bands (green).



Teacher-led instruction, small group interaction, scaffolded practice on software

Comprehension

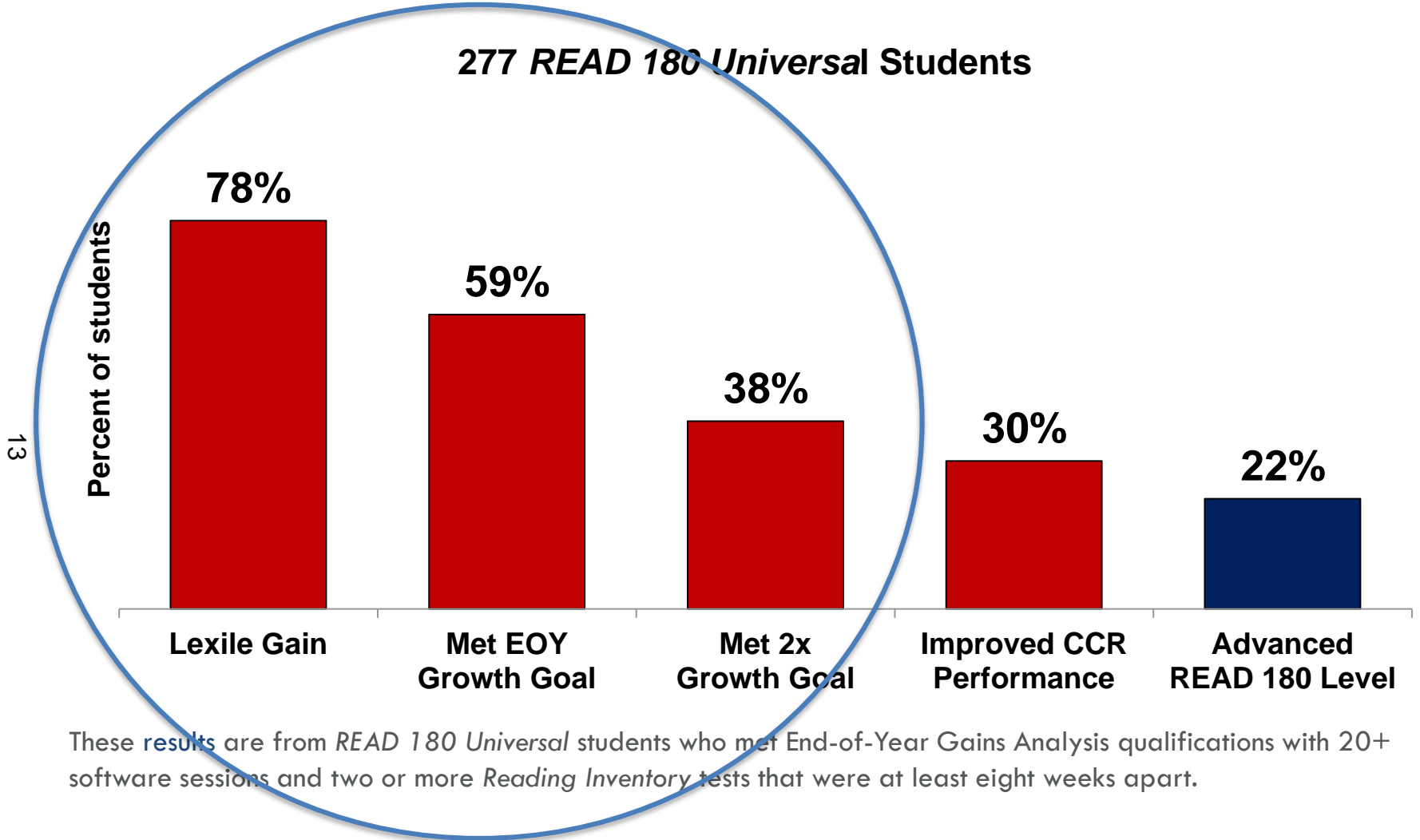
**Structures
of Text**

**Central Idea
Summarize
Infer
Theme
Apply and
Transfer
Across Texts**

Fluency

**ACADEMIC
VOCABULARY**
Writing

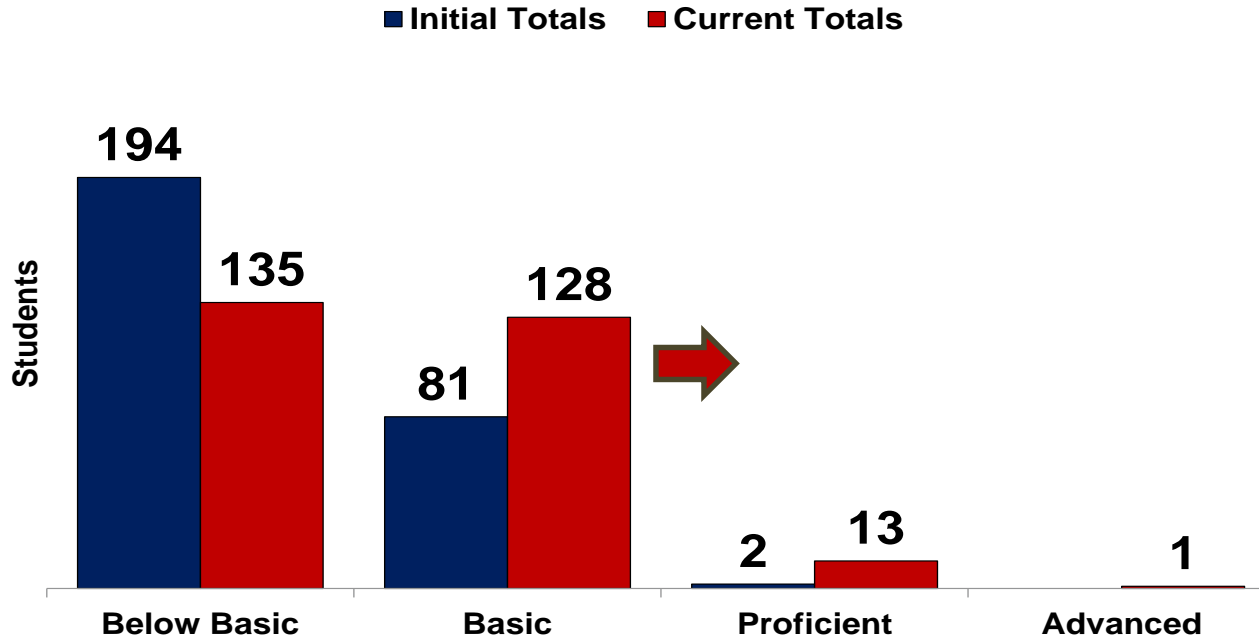
Summary Growth Metrics



These results are from *READ 180 Universal* students who met End-of-Year Gains Analysis qualifications with 20+ software sessions and two or more *Reading Inventory* tests that were at least eight weeks apart.

Student progress By Performance Level

Changes in lexile performance bands during 2017-18



Each band represents a 200 point lexile range. The above results show students' *Reading Inventory* scores aligned to the Lexile Performance Levels. As students move through the program, lower, non-proficient reader populations should decrease and higher, proficient reader populations should increase.

Thank you!



ONE91
Burnsville · Eagan · Savage



Giving in District 191

Future Ready. Community Strong.

182 donations valuing
more than \$250,000
were received by the
Board of Education in
2017-18.

From

PTOs, businesses, nonprofit organizations/clubs, religious groups, individuals, employees, students, and community members

Monetary Donations by Category

- BrainPower in a BackPack
- Fundraisers
- General Fund
- FACs Classes
- Technology
- Flexible Furniture

- Pathways
- Playground
- Programs
- School Supplies
- Staff
- Student Support

In-Kind Donations

- Books
- Food and Supplies for BrainPower in a BackPack
- Instruments
- 56+ Dictionaries
- 1999 Ford Taurus, 2004 Honda Odyssey, 2004 Chevy Venture
- School Supplies
- Backpacks
- Hats, mittens, scarves and personal care items





21

Walser Foundation

Engine & Automotive Technology Pathways



Vista View PTO

Re-opened Stage



Kevin & Greta Warren

Scholarships, Supplies



24

Burnsville Rotary

Scholarships, Brainpower in a Backpack



25

Knitting & Crochet Group

Handmade winter clothes

Volunteers are also making a difference in One91!



7,827

Volunteer hours recorded at elementary schools

Thank you for your
generosity!

Donate

Tax deductible

952-707-2005



**Agenda III.C.
August 9, 2018**

To: Board of Education, Members
From: Cindy Amoroso Superintendent
Date: August 2, 2018
Re: Superintendent Report

Receive the Superintendent Report from Cindy Amoroso, Superintendent.



**Agenda III.D.
August 9, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Board Chair

Date: August 2, 2018

Re: Board Member Reports

Receive reports from Board Members.

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 June 21, 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, Schatz, VandenBoom, and Chair Schmid. Miller and Luth were absent. Others in attendance were Superintendent Amoroso, administrators, staff and members of the public.

Attendance

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

Pledge of Allegiance

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

Agenda

Future Ready. Community Strong. Introduced Sundus Farah, student representative, and Dr. Jenna Mitchler, director of curriculum, instruction and student services.

Future Ready.
Community Strong.

Received a report on Teacher Externship Pilot from Dr. Kathy Funston and Jennifer Harmening, Burnsville Chamber President.

Information

Received a report on the Superintendent Evaluation from DeeDee Currier.

Received committee reports from VandenBoom on Behalf of the Technology Committee; Alt on behalf of the Policy Review Committee; Currier on behalf of the Negotiating Committee; Currier reported on 917 and Alt reported on TIES.

Consent Agenda Minutes

Moved by Schatz, seconded by VandenBoom, to approve the consent agenda:

Personnel Recommendations

-Approve minutes of the regular board meeting and closed sessions on June 14, 2018.

-Approve personnel recommendations for B. Borer, E. Thomas, M. Moran, S. Schram, J. Lee, R. Pope, K. Reagan, M. Aden, K. Beerling, K. Kiratli, H. Hussein, and M. Rean.

Checks, deposits, receipts and investments

-Approve and accept donations.

-Approve April payroll checks numbered 719000-719018 and Direct Deposit notices numbered 679068-682123 in the net amount of \$3,954,315.64. Apr & May claims to date represented by checks numbered 458504-458979, 1019788-1020001, and 102163-102166 and wire transfers and adjustments totaling \$7,744,817.97. Also, that the Board accepts Apr receipts of \$14,117,463.99 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$49,030,391.94 as of

Budget Analysis
Listening Session
Policies

April 30, 2018.

-Accept the Budget Analysis for the month ending April 30, 2018.

-Receive a report on the Listening Session on June 14, 2018.

- Approve, on a second reading basis, changes to Policies 299: *Student Representative to the School Board*; 403: *Discipline, Suspension, and Dismissal of School District Employees*; 607: *Organization of Grade Levels*; 610: *Field Trips*; 613: *Graduation Requirements*; and 616: *School District Accountability*.

Motion carried unanimously (5, 0).

Moved by Schatz, seconded by VandenBoom, to approve the contract for Chromebook and Chrome Tablet purchase, related licenses, and services for the 2018-19 Elementary School and High School programs to Best Buy Education. Motion carried unanimously after discussion (5, 0).

Chromebook and Chrome Tablets

Moved by VandenBoom, seconded by Alt, to approve the commitment of fund balance for Fiscal Year 2018 to include fund balance resulting from carryover funds and ProPay funds. Motion carried unanimously after discussion (5, 0).

Fund Balance

Moved by Schatz, seconded by Currier, to approve the 2018-19 Adopted Budget providing all funds revenues of \$174,346,301 and all funds expenditures of \$177,577,573. Motion carried unanimously after discussion (5, 0).

Adopted Budget

Moved by Alt, seconded by VandenBoom, to adopt the attached formal resolution calling a School District General Election on Tuesday, November 6, 2018 to elect four (4) members to the School Board for terms of four (4) years each. Motion carried unanimously after discussion (5, 0).

Election

Moved by Currier, seconded by Schatz, to adopt the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2017 – 2018 school year.

Palesch, Kaycie ERMS 1.00

Weber, Joanna BHS 1.00

Terminate Probationary Teachers

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. Motion carried unanimously (5, 0).

Moved by Alt, seconded by VandenBoom, to adjourn at 7:31 p.m. to Closed Session, as permitted by M.S. 13D.03, for Negotiation Strategies. Motion carried unanimously (5, 0).

Adjourn

Bob VandenBoom, clerk

August 9, 2018
Date Approved

DRAFT

Closed Session Minutes
INDEPENDENT SCHOOL DISTRICT 191
June 21, 2018

The closed session was called to order by Chair Schmid at 7:39 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN.

Call to Order

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

Attendance

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

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 8:42 p.m.

Adjourn

Bob VandenBoom, clerk

Date Approved

August 9, 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: August 9, 2018 FINAL

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Derek Tano		Burnsville High School	Teacher - Long Term Substitute	8/27/2018-6/7/2018
Certified	Appointment	Replacement	David Thompson		Diamondhead Education Center	SPED Supervisor	7/2/2018
Certified	Appointment	Replacement	Erik Thompson		Burnsville High School	Teacher - Dean	8/20/2018
Certified	Appointment	Replacement	Molly Moran		Eagle Ridge Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Emily Thomas		Burnsville High School	Teacher	8/20/2018
Certified	Appointment	Replacement	Robert Pope		Eagle Ridge Middle School	Teacher SPED	8/27/2018
Certified	Appointment	Replacement	Melanie Boudreau		ECSE Center	Nurse	8/20/2018
Certified	Appointment	Replacement	Isis Buchanan		Eagle Ridge Middle School	Assistant Principal	8/1/2018
Certified	Appointment	Replacement	Miranda Besaw		Metcalf Middle School	Teacher	8/21/2018
Certified	Appointment	Replacement	Amy Hansen		Sky Oaks Elementary School	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Steven Hoemann		Burnsville High School	Teacher - Dean	8/20/2018
Certified	Appointment	Replacement	Tasia Islam		Nicollet Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Danny Johnston		Burnsville High School	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Eddie Blaylark		Eagle Ridge Middle School	Teacher - Dean	8/7/2018
Certified	Appointment	Replacement	Paul Bensen		Eagle Ridge Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Kristen Fournier		Metcalf Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Briana Markoff		Nicollet Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Rachel Navarro		District-wide	Occupational Therapist	8/20/2018
Certified	Appointment	Replacement	Bridget Serig		Burnsville High School	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Wendell Sletten		Nicollet Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Gilbert Towers		Eagle Ridge Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Taylor Umhoefer		Hidden Valley Elementary	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Emily Wehri		WM. Byrne Elementary School	Teacher SPED	8/20/2018
Certified	Appointment	New Position	Megan Gauer-Kloos		Hidden Valley Elementary	Social Worker	8/20/2018
Certified	Appointment	New Position	Kelly Knaeble		Eagle Ridge Middle School	Social Worker	8/20/2018
Certified	Appointment	New Position	Kristin Mains		Metcalf Middle School	Social Worker	8/20/2018
Certified	Appointment	New Position	Emily Millin		Burnsville High School	Teacher	8/20/2018
Certified	Appointment	New Position	Lauren Steel		WM. Byrne Elementary School	Social Worker	8/20/2018
Certified	Change of Assignment	Replacement	Janelle Anderson		Burnsville High School	Teacher	8/27/2018
Certified	Change of Assignment	Replacement	Pamela Rethlake-Homolka		Diamondhead Education Center	Tech Specialist 2	7/2/2018
Certified	Leave of Absence		Margaret Murray		MW Savage Elementary School	Teacher SPED	2018/2019 School Year
Certified	Leave of Absence		Amy Yager		Eagle Ridge Middle School	Teacher	8/27/2018-9/28/2018
Certified	Leave of Absence		Geoffrey Cleveland	*	Burnsville High School	Teacher	2018/2019 School Year
Certified	Leave of Absence		Kristen Reichert	*	ECSE Center	Social Worker	8/27/2018-10/19/2018
Certified	Recall		Mitchell Huisman		District-wide	Teacher	6/25/2018
Certified	Recall		Kathryn Forster		WM. Byrne Elementary School	Teacher	6/13/2018
Certified	Resignation		Jennifer Hayes		District-wide	Nurse	8/15/2018
Certified	Resignation		Carrie Brett		Nicollet Middle School	Teacher	7/27/2018
Certified	Resignation		Jennifer Carlson		Hidden Valley Elementary	Teacher	7/2/2018
Certified	Resignation		Lucas Riesgraf		Eagle Ridge Middle School	Teacher TOSA	7/2/2018
Certified	Resignation		Kathryn Harrsch		Hidden Valley Elementary	Teacher SPED	7/6/2018
Certified	Resignation		Julie Hinners		Sky Oaks Elementary School	Teacher SPED	7/25/2018
Certified	Resignation		Susan Allen		District-wide	Teacher SPED	6/8/2018
Certified	Resignation		Ayleen Bubak		Burnsville High School	Teacher SPED	6/29/2018
Certified	Resignation		Alyssa Anderson		MW Savage Elementary School	Teacher	7/16/2018
Certified	Resignation		Angela Kaso		Metcalf Middle School	Teacher	7/12/2018
Certified	Resignation		Sarah Kelleher		Nicollet Middle School	Teacher	6/8/2018
Certified	Resignation		Katie Larson		Burnsville High School	Teacher	7/11/2018
Certified	Resignation		Jody McDermott-Baty		District-wide	Nurse	8/7/2018
Certified	Resignation		Lauren Ostman		ECSE Center	Teacher ECSE	7/10/2018
Certified	Resignation		Madison Paul		Metcalf Middle School	Teacher	6/8/2018
Certified	Resignation		Angela Merklng		Gideon Pond Elementary	Teacher	8/2/2018
Certified	Resignation		Hailey Ruff		Nicollet Middle School	Teacher	6/8/2018
Certified	Resignation		Danielle Young		Sioux Trail Elementary School	Psychologist	6/28/2018

Certified	Resignation		Andrew Nagahashi	*	Burnsville Alternative High School	Teacher	8/26/2018
Certified	Resignation		Michael Ogdahl	*	District-wide	Teacher SPED	8/6/2018
Certified	Retirement		Stephanie Nash		Metcalf Middle School	Teacher	8/2/2018
Classified	Appointment	Replacement	Hamdi Dahir		Gideon Pond Elementary	EA Level IV	8/27/2018
Classified	Appointment	Replacement	Benjamin Mauser		Sioux Trail Elementary School	Custodian	7/2/2018
Classified	Appointment	Replacement	Shelley Wessman		Gideon Pond Elementary	Food Service Associate	8/21/2019
Classified	Appointment	New Position	Kassandra Lopez		District-wide	Clerical Level III	8/15/2018
Classified	Appointment	New Position	Hamdi Hussein		ECSE Center	EA Level IV	8/27/2018
Classified	Appointment	New Position	Rebecca McGuire		Harriet Bishop Elementary	EA Level IV	8/20/2018
Classified	Appointment	New Position	Brenda Gries		District-wide	Clerical Level III	8/15/2018
Classified	Appointment	New Position	Courtnee Floback		Burnsville High School	CE Coordinator III	8/6/2018
Classified	Appointment	New Position	Nima Rafiei		WM. Byrne Elementary School	Family Liaison	8/27/2018
Classified	Change of Assignment		Taylor Rush	*	Rahn Elementary School	CE Coordinator I	7/9/2018
Classified	Change of Assignment	Replacement	Tanya Kaiser		Diamondhead Education Center	Clerical Level III	7/2/2018
Classified	Change of Assignment	New Position	Paige Johnson		Sky Oaks Elementary School	EA Level IV	8/27/2018
Classified	Change of Assignment	New Position	Jessalynn Derusha		Hidden Valley Elementary	CE Coordinator I	8/27/2018
Classified	Change of Assignment	New Position	Teresa Tanberg		District-wide	Clerical Level III	8/15/2018
Classified	Leave of Absence		Carol Bartells	*	WM. Byrne Elementary School	EA Level IV	2018/2019 School Year
Classified	Recall		Carlene Moberg		Burnsville High School	Clerical Level II	8/27/2018
Classified	Recall		Jean Neuman		Nicollet Middle School	EA Level III	8/27/2018
Classified	Resignation		Hajira Siddiqui		Sioux Trail Elementary School	EA Level II	7/27/2018
Classified	Resignation		Cynthia Leiva		Eagle Ridge Middle School	EA Level IV	7/3/2018
Classified	Resignation		Emily Kaas		Sioux Trail Elementary School	EA Level IV	7/16/2018
Classified	Resignation		Natalie Slininger		WM. Byrne Elementary School	Food Service Associate	7/9/2018
Classified	Resignation		Tanya Kaiser		MW Savage Elementary School	Clerical Level I	6/28/2018
Classified	Resignation		Sara McCormick		Burnsville High School	EA Level IV	8/14/2018
Classified	Resignation		Laura Wickham		Nicollet Middle School	Clerical Level III	8/10/2018
Classified	Resignation		Jennifer Williamson		Harriet Bishop Elementary	Food Service Associate	8/1/2018
Classified	Resignation		Edward Zeimet		District-wide	Supervisor Maintenance	7/30/2018
Classified	Resignation		Kelly Jackson	*	Edward Neill Elementary	EA Level IV	8/7/2018
Classified	Resignation		Miranda Trebesch	*	Rahn Elementary School	EA Level IV	8/8/2018
Classified	Retirement		Barbara Dubanoski		Vista View Elementary School	EA Level IV	7/25/2018
Classified	Retirement		Patrick Marchessault		Nicollet Middle School	Custodian	9/28/2018
Classified	Retirement		Jayne Fratzke	*	Burnsville High School	Clerical Level III	8/31/2018
Co-Curricular/Coach	Appointment	Replacement	Elijah Hannah		Burnsville High School	Asst Coach Boys Basketball	Winter Season 2019
Co-Curricular/Coach	Appointment	Replacement	Alison Morris		Burnsville High School	Head Coach Cheer Team	Year Round
Co-Curricular/Coach	Appointment	Replacement	Megan Thomas		Burnsville High School	Head Coach Dance	Winter Season 2019
Co-Curricular/Coach	Appointment	Replacement	Ryan Walker		Burnsville High School	Asst Coach Boys Soccer B Squad H	Fall Season 2018
Co-Curricular/Coach	Appointment	Replacement	Dylan Willett		Burnsville High School	Asst Coach Cheer	Year Round
Co-Curricular/Coach	Appointment	Replacement	Jamie Woods		Burnsville High School	Head Coach Spirit Squad Cheer Te	Year Round
Co-Curricular/Coach	Appointment	Replacement	Jody Zarrell		Burnsville High School	Head Coach Girls Basketball 10th G	Winter Season 2019
Co-Curricular/Coach	Appointment	New Position	Maxwell Cantrell		Burnsville High School	Assistant Football Coach	Fall Season 2018
Co-Curricular/Coach	Resignation		Korey Kronforst		Burnsville High School	Asst Coach Girls Soccer	6/8/2018
Co-Curricular/Coach	Resignation		Mohamed Sankoh		Burnsville High School	Coach Soccer	6/27/2018
Co-Curricular/Coach	Resignation		Whitney Reames		Burnsville High School	Coach Volleyball	7/16/2018
Co-Curricular/Coach	Resignation		Cory Childs		Burnsville High School	Head Coach Boys Lacrosse	6/26/2018
Co-Curricular/Coach	Resignation		Melanie Gorman		Gideon Pond Elementary	Site Volunteer Coordinator	7/1/2018
Co-Curricular/Coach	Resignation		Veronica Marshall		Burnsville High School	Coach Badminton	7/24/2018
Co-Curricular/Coach	Termination		Isha Daniels		Burnsville High School	Asst Coach Girls Basketball	7/13/2018



**Agenda IV.A.3.
August 9, 2018**

To: Members, Board of Education
Cindy Amoroso, Superintendent

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

Date: August 2, 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 August 9, 2018.

Bob VandenBoom
Clerk – Board of Education

Donor	Recipient	Terms	Donation
Cindy Holmstrom	Eagle Ridge Middle School	ERMS Use	7 reams of legal size paper and shirt for Theater
Halima Qulatein and Abdisalam Haji	District 191	The donation was given to District 191 Occupational and Physical therapists for student use. The parent asked the physical therapist to give it to whomever could use it.	Kid Walk Dynamic Mobility System Gait Trainer, Adapted self contained toilet system. New. Plastic wrapping still on it.
Wilfred/Janet Williams	Burnsville High School	BHS Hall of Fame	\$100.00
Joseph Bueltel	Burnsville High School	BHS Hall of Fame	\$50.00
Cliff Corporation	Community Education Youth Service	Spring Break Ecuador Service Trip 2019	\$100.00
Ekim Orthodontics	Community Education Youth Service	Spring Break Service Trip 2019	\$100.00
Onx Yoga Studio	Community Education Youth Service	Spring Break Service Trip 2019	\$100.00
Halima Qulatein and Abdisalam Haji	District 191	A BHS student used the Gait Trainer for commencement. The toilet system was brought to ECSE for use.	Kid Walk Dynamic Mobility System Gait Trainer and an Adapted self contained toilet system
Burnsville Lion's Club	District 191	BHS Hall of Fame	\$500.00
anonymous	Joseph Nicollet Middle School	to benefit the students	\$95.70
anonymous	Joseph Nicollet Middle School	Student benefit	\$76.56
anonymous	Joseph Nicollet Middle School	Student benefit	\$105.00
anonymous	Joseph Nicollet Middle School	Student Benefit	\$105.00

Total monetary donation received: \$1,332.26



**Agenda IV.A.4.
August 9, 2018**

To: Board of Education, Members
From: Cindy Amoroso, Superintendent
Date: June 21, 2018
Re: Report on Listening Session on June 21, 2018

6.21.18 School Board Listening
Session Board Members: DeeDee
Currier Superintendent Cindy Amoroso

No one attended the listening session on June 21, 2018.



**Agenda VI.A.5.
August 9, 2018**

**To: Members, Board of Education
Superintendent Amoroso**

From: Lisa Rider, Executive Director of Business Services

Date: July 26, 2018

**Re: Change Order #1 for the Burnsville High School Emergency Lighting
Upgrades project.**

RECOMMENDATION: That the Board of Education approve Change Order #1 for the Burnsville High School Emergency Lighting Upgrades project in the amount of \$60,756.

On February 23, 2017 the School Board approved the bid for the Emergency Lighting Upgrades Project for the Burnsville High School. The project consisted of adding emergency lighting to the building in the case of an electrical outage to one of the 5 electrical services that provides power to the many additions in the building. The new emergency lighting is powered by banks of batteries placed in various mechanical rooms.

The lighting project was needed to meet current building life safety codes. This project took many months to complete and was complicated at times when figuring out pathways to connect the emergency lighting.

The project also consisted of adding a natural gas powered generator to power the main data center which houses phones and servers for the entire district.

Item #1 on this change order was to add additional fixtures in the media center.

Item #2 was to change from a circuit breaker to a fused disconnect to feed the transfer switch.

Item #3 was to add emergency lighting on the exterior of each exit of the building per the code official. This was not part of the original scope of work.

Item #4 was to change six type E fixtures to type E2 fixtures, to provide 41 additional exit lights throughout the building, to provide protective cages on the exit lighting in the old gymnasium, and to provide an additional 15 surface mounted fixtures to evenly light areas that were under lit.

This project is complete and this is the final change order for this project resulting from significant discussions around costs of the change order.

The items on this change order have been reviewed and validated by ATS&R Architects and Engineers.



Change Order

16071

PROJECT: *(Name and address)*
Burnsville High School
Emergency Lighting Upgrades
Burnsville, Minnesota

CONTRACT INFORMATION:
Contract For: Electrical Construction
Date: February 23, 2017

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: June 29, 2018

OWNER: *(Name and address)*
ISD 191 Burnsville Eagan Savage
200 West Burnsville Parkway
Burnsville, MN 55337

ARCHITECT: *(Name and address)*
Armstrong, Torseth, Skold & Rydeen, Inc.
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427

CONTRACTOR: *(Name and address)*
Peoples Electric Company, Inc.
277 East Fillmore Avenue
St. Paul, MN 55107

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item #1 - Changes in the Library

Refer to RFCOP #1 (dated 05/22/17) and Peoples Electric PR #1 (dated 05/29/17).

ADD \$1,534.00

Item #2 - Disconnect Switch

Refer to RFCOP #2 (dated 06/21/17) and Peoples Electric RFCO #1 (dated 07/31/17).

ADD \$4,468.00

Item #3 - Provide Lights at Exit Doors per Building Inspector

Refer to RFCOP #3 (dated 07/12/17) and Peoples Electric PR #3 (dated 09/29/17).

ADD \$23,395.00

Item #4 - Changes due to Field Conditions

Refer to RFCOP #4 (dated 12/19/17) and Peoples Electric PR #4 (dated 06/26/18).

ADD \$31,359.00

TOTAL ADD THIS CHANGE ORDER: \$60,756.00

The original Contract Sum was	\$ 496,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 496,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 60,756.00
The new Contract Sum including this Change Order will be	\$ 556,756.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be UNCHANGED.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Armstrong, Torseth, Skold & Rydeen, Inc.
ARCHITECT (Firm name)


SIGNATURE

Mark G. Hayes, AIA, Partner
PRINTED NAME AND TITLE

JULY 2, 2018
DATE

Peoples Electric Company, Inc.
CONTRACTOR (Firm name)


SIGNATURE

William Lundberg, President
PRINTED NAME AND TITLE

7/13/2018
DATE

ISD 191 Burnsville Eagan Savage
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



Future Ready. Community Strong.

**Agenda V.A.
August 9, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Guillaume Paek , Athletic and Activity Director

Date: August 1, 2018

Re: Burnsville High School Athletic and Activity Handbook

RECOMMENDATION: That the Board of Education approves the 2018-19 Burnsville High School Athletic and Activity Handbook.

Discussion

The Burnsville High School Athletic and Activity Handbook was created to increase awareness of the many different extracurricular and co-curricular opportunities available to students. Students who are involved in an activity are more connected to their school community and more likely to be successful academically. The Burnsville High School Athletic and Activity Handbook is distributed to all new students at the beginning of the school year and available online.

The handbook is updated annually to accurately reflect the opportunities available to students, information about the opportunities, and, in many cases, contact information. Attached is the text for the handbook. I am asking for your approval tonight so that the handbook can be formatted by Communications, printed and then distributed to students on the first day of school.

Summary of Changes:

1. Jay Lepper is now listed as the Associate Principal in charge of Activities (change made when Activities Coordinator position was not filled in January of 2018 and was eliminated for the 2018-2019 school year).
2. Participation Fees were updated
3. Advisors and coaches and contact information was updated
4. Youth In Government--The stipends were eliminated, as part of the reductions made. There are no advisors listed, as this is a program ran through the YMCA. We are currently working on the structure of how YIG will be addressed and advertised to our students for this year.
5. There is a note stating that the current eligibility requirements are under review. I am looking and creating a more consistent, trackable, eligibility requirement.
6. Update of a list of current clubs being offered for 2018-2019.

2018/2019 STUDENT ATHLETICS & ACTIVITIES
BURNSVILLE HIGH SCHOOL

Discover Opportunities

Dear Parents/Guardians and Students,

All of us at Burnsville High School want students to feel connected to our school community and find ways to be involved. This booklet lists and describes the amazing variety of athletic teams, activities and clubs offered to students. There are so many opportunities! Take advantage of them. Try something new this year.

We know that students benefit in many ways from participation in athletics and activities. They learn teamwork, commitment and discipline. They gain confidence, make friends, acquire skills and contribute to their community. Students discover future careers and lifelong interests through their involvement. Most importantly, they learn so much about themselves.

As with all opportunities also come responsibilities. Please review information on eligibility, requirements and other regulations.

Have a great school year,

Guillaume Paek
Director of Athletics

Jay Lepper
Associate Principal (Activities)

Purpose Statement

The purpose of the Burnsville High School Athletics & Activities Department is to develop a program that strives for students to:

- have balance between competitiveness, enjoyment, and fulfillment;
- display excellence on the field, in the classroom, and in all personal relationships, and
- have courage to step out of their comfort zones in a safe environment to better themselves in all aspects of their lives and to make good decisions.

Department Mission Statement

Burnsville High School is committed to excellence in athletics and activities as part of a larger commitment to excellence in education. The guiding principle behind our vision with co-curricular participation is our belief in its educational value for our students. High school athletics promotes character traits of high value to personal development and success in later life. These include the drive to take one's talents to the highest level of performance; embracing the discipline needed to reach high standards; learning to work with others as a team in pursuit of a common goal; and adherence to codes of fairness and respect.

In addition, it is the mission of this department to create a Championship Culture of Success and Achievement for Burnsville. To do this we need to challenge all of our coaches on a daily basis to conduct themselves as champions. This conduct will be demonstrated and adhered to through our work habits and preparation, our words and manner of thinking, our communication and treatment of one another and in our expectations. We

expect to be the very best at what we do. We will be the best we can every single day. All coaches and programs will PROMOTE other sports for our kids to do or compete in after they are finished with our season. We will encourage kids to be multiple sport athletes and actually teach the kids and parents why that is important. We will uplift other sports programs and coaches, not just tolerate them. We will continually promote the education of our coaches with new and verifiable recent research. We will expect and demand that all of our programs use a common language with regard to training for movement and strength and power development. All programs will have our school's strength training and movement training as part of practice every week, both in season and off season. We will teach our student-athletes how to think and behave like champions. We will all be on the same page. We will strive to be champions in everything we do to make our program a Championship Burnsville Athletic Program, not an individual sport championship program, but rather, one in which we all work together to make the whole program of a championship caliber.

Burnsville-Eagan-Savage School District 191

TABLE OF CONTENTS

Enrichment Opportunities: School Sponsored Clubs and Activities. . .	
Student Interest Clubs and Activities.	
Outside Clubs and Organizations that are partners with BHS	
Enrichment Opportunities: Athletics.	
Athletics–Contact Information.	
Student Co-Curricular Eligibility.	

www.isd191.org/bhs
(952) 707-2100

All athletics and many activities have fees associated with them. However, students who qualify for free or reduced lunch are automatically eligible for a reduction in participation fees. If any family, regardless of free or reduced lunch status, needs additional assistance, please contact Athletic Director, Guillaume Paek, at gpaek@isd191.org or (952) 707-2111 or Associate Principal overseeing Activities, Jay Lepper, at jlepper@isd191.org or (952) 707-2340. No student will ever be denied participation in athletics or activities due to financial hardship.

Enrichment Opportunities:

School Sponsored Clubs and Activities

Academic Quiz Bowl Fee: \$40

Open to all students, this activity competes against other metro area teams. Students quickly answer general knowledge questions at South Suburban and Quiz Bowl League tournaments from November to March.

Contact: Les Moffitt. lmoffitt@isd191.org

Bowls for BrainPower

This is a joint project of ISD 191 Community Education, the BHS Art Department, and the BHS Youth Service Program to raise funds for BrainPower in a BackPack. Activities include making ceramic soup bowls, teaching others, and hosting a meal for this hunger cause.

Contact: BHS Art Department. inquiries can be made to jlepper@isd191.org

BrainPower in a BackPack

BrainPower in a BackPack is a community service project of the BHS Youth Service Program that provides weekend food for elementary school children in need. Volunteer activities include collecting food items, raising funds, shopping, and packing backpacks every Thursday.

Contact: Pam Voigt. pvoigt@isd191.org

Chess Team Fee: \$45

The chess team competes in Minnesota State Chess Association tournaments, South Suburban Conference tournaments, and several special tournaments. A letter may be earned by attendance and performance at practices and league play. Team and individual awards may be earned from league competition and special tournaments.

Contact: Michael Fellman mikefellman@comcast.net

Class Officers –Juniors and Seniors

Junior and senior class officers are elected positions. Each class selects approximately six class officers each year. Students who apply must have at least 2.0 grade point average and be on track for graduation. Junior class officers are primarily responsible for the junior-senior prom. Senior class officers are responsible for senior class meetings, foreign exchange events, and other senior class activities including the senior carnival and graduation. Senior class officers will also be in charge of future reunions for their class. All money raised by the students stays with their class for planning their five year reunion.

Junior Class Officer Advisor Contact: Mark Riggs. mriggs@isd191.org

Senior Class Officer Advisor Contact:

Ashley Welke. awelke@isd191.org

Michelle Dyrhaug. mdryhaug@isd191.org

Competitive Speech

Team Fee: \$45

In this exciting activity, students will first explore and then select one of 13 possible competition categories that offer a wide range of interests as well as varying levels of time commitments. The categories include Creative Expression, Discussion, Dramatic Duo (done with a partner), Extemporaneous Reading, Extemporaneous Speaking, Great Speeches, Humorous Interpretation, Informative Speaking, Original Oratory, Serious Drama Interpretation, Serious Prose, Serious Poetry Interpretation, and Storytelling. Individual practice times are set up by coach and student allowing for flexibility and greater student success. You may earn a letter by competing in at least 5 meets and accumulating 25 hours of practice time. Speech practices begin in

December and meets begin the last week of January and continue each Saturday through the second or third week of April. Competitive Speech is a great way to improve speaking skills that will endure for a lifetime.

Contact: TBD. inquiries can go to jlepper@isd191.org

Debate

Team Fee: \$35

Members of the Debate Team compete on intramural and interscholastic levels to learn advanced methods of organized argumentation on highly controversial issues. (An activity particularly worthwhile for students planning on becoming lawyers)

Contact: Bill Englehardt. wenglehardt@isd191.org

DECA

Fee: \$110

DECA is the leadership network that prepares students for careers in marketing, entrepreneurship, hospitality, business management, and finance. Through real-world experiences and classroom curriculum, DECA gives students a competitive edge for college and career success.

Contact: Meggan Malone. mmalone@isd191.org

Drumline (Winter)

Fee: \$55

The drumline is for all band students to enrich their band experience. Large and small group instruction on percussion instruments will be the focus as participants develop a performance for competition in Minnesota Percussion Association (MPA) events. Students are expected to participate in weekly practice sessions and any scheduled events. Students (7-12) currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Paul Connell. pconnell@isd191.org

FIRST Robotics Competition (FRC)

Fee: \$85

Blaze Robotics, Team 3184, is comprised of high school students in good academic standing from grades 9 through 12. The team is supported by high school staff members and adult mentors from corporate sponsors and the community. This is a year-round program which includes a six-week "build season" to design, build and program a competition robot. Each spring, the team competes with the robot at regional competitions around the country, as well as at a championship event. There are many aspects to the program including Java Programming and CAD Design, photography and videography, marketing, communications, electronics, engineering design and build, social media, and much more! Snacks are provided.

Contact: Blaze Robotics. team3184@gmail.com

FIRST Tech Challenge (FTC)

Fee: \$100

The Burnsville FIRST Tech Challenge (FTC) is a robotics competition open to students interested in STEM in grades 7 - 12. Teams of 8 students design, build, and control competition robots for each season. No previous experience in robotics is necessary. Robots are created using Android phones and Tetrix parts (<http://www.tetrixrobotics.com>).

The season runs from early September through February, with regional competitions in the Midwest, and the FTC World Championship in late April in Detroit Michigan. See <https://www.firstinspires.org/robotics/ftc> for program and game description.

Contact: David Peters. ftcburnsville@gmail.com

Future Teachers of America (FTA)

FTA is a student organization encouraging students to pursue post-secondary education in the field of education with a focus on urban learners in an urban, suburban and/or rural setting/environment through events, field trips, guest speakers and other hands-on experiences.

Contact: David McDevitt pmcdevitt@isd191.org

Marching Band

Fee: \$55

The Marching Band is responsible for supplying music and generating enthusiasm at fall sporting events and school assemblies. The band consists of a wind section (woodwind and brass) and percussion (drumline). Admission to scheduled events is free for Marching Band members. The group rehearses two or three times per week, beginning with a mini-camp experience at BHS in August. Students (9-12) currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Keith French. kfrench@isd191.org

Math League

Fee: \$45

The Math League Team stimulates interest and learning of mathematics and trains members for competitive participation in the Minnesota High School Mathematics League (MHSML). The MHSML gives awards to the top teams, the top individuals, and to the top student on each team. Attendance and performances at practices and meets may earn a letter. Extra credit may be earned for participation in math league which consists of an increase in one grade increment in your math course. (For example, an increase from a B+ to an A- or an increase from A- to an A, etc.) If students already have an A in their math courses at the time of the final exam, they shall be exempt from taking a final. This grade increment can be earned first semester or second semester or both semesters. The following requirements must be met in order to qualify for this extra credit:

First semester:

- Compete in at least five of the six Math League competitions
- Accumulate 18 points in the six competitions
- Participate in all practices and meetings
- Sign up and pay for the AMC test

Second semester:

- Compete in at least four of the five Math League competitions
- Accumulate 15 points in the five competitions
- Participate in all practices and meeting
- Take the AMC test

*A student will not receive more than one increment bump per course per semester. In other words, if you qualify for an increment bump in two ways, such as in math league and in perfect attendance, you would only get an increase of one increment.

Contact: Chuck Croatt. ccroatt@isd191.org

Mock Trial

Fee: \$45

The Minnesota High School Mock Trial Program is an exciting law-related education program that introduces students to the American legal system and provides a challenging opportunity for personal growth and achievement. Students will exercise their critical thinking and teamwork skills, as well as the basic skills learned in the classroom.

Contact: Sara Levinski. slevinski@isd191.org

National Honor Society (NHS)

The National Honor Society is an organization for top-ranking juniors and seniors. BHS students are considered for entry into NHS if they have earned enough credits to be a junior or senior and have at least a 3.6 cumulative Grade Point Average (GPA) for those students who qualify for dual ranking. For those students who do not qualify for dual ranking, the minimum GPA is 3.8. Students who are eligible academically are contacted prior to the start of fall semester. NHS membership is also based on character, leadership, and service. Students must complete and return an informational sheet demonstrating those qualities for review. The faculty council then determines membership. Once students are part of NHS, they must continue to meet the academic, leadership, character, and service standards. Students who take courses under the Pass/Fail option are not eligible for National Honor Society membership. Transfer students must meet all requirements and have attended BHS at least one full semester to qualify for NHS.

Contacts: Lori Vanderwoude. lvanderwoude@isd191.org

Marylou Dundon. mdundon@isd191.org

Newspaper (Voice)

The Voice is the monthly school newspaper for Burnsville High School. As an extracurricular activity it provides students with opportunities to learn a variety of skills related to the field of journalism including writing, editing, layout, photography, cartooning, and advertising management. Attendance at weekly meetings is expected.

Contact: Allison Millea. amillea@isd191.org

Pep Band

The Pep Band is responsible for supplying music and generating enthusiasm at winter season athletic events and school assemblies. Admission to scheduled events is free for members. The season begins in late November and runs through March. Members should expect to perform at no more than two events per week. Students in grades 9-12 currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Keith French. kfrench@isd191.org

Physics Club

This is an after-school activity for people interested in hand-on science and engineering. Learn about radioactivity, weather balloons, Rube Goldberg machines, magnets, electronics, and exotic materials such as liquid Nitrogen and superconductors. Physics Club also participates in regional science activities and competitions.

Contact: Jon Huber. jahuber@isd191.org

PROUD

PROUD (People Respecting Others and Understanding Differences) is the gay/straight alliance at BHS. PROUD's mission is to create a safe and welcoming environment for all staff and students at BHS through education and raising awareness of LGBT issues (Lesbian, Gay, Bisexual, and Transgender) that affect students and their families. All students are welcomed at PROUD.

Contact: Rebecca Akerson. rakerson@isd191.org

Science Club

Science Club gives students an opportunity to hear scientific-career speakers and scientific-research presentations. Field trips and social events are also a part of club activities.

Contact: Mike Huemoeller. mhuemoeller@isd191.org

Science Fair

Students have opportunities to conduct independent research and compete at the Regional Science and Engineering Fair. Students may move on to the Minnesota Academy of Science State Fair and the International Science and Engineering Fair. Students may enter their projects in the prestigious Intel Science Talent Search. Research papers may also progress onto the Tri-State and National Junior Science and Humanities Symposium.

Contact: Mike Huemoeller. mhuemoeller@isd191.org

Science Quiz Bowl

Fee: \$45

Teams of five students comprise the Burnsville Science Quiz Bowl. Teams compete at Macalester College and may qualify to compete at the National Science Quiz Bowl. Students are selected on their ability to answer questions in the areas of chemistry, biology, physics, earth science, current events, and computer science.

Contact: Mike Huemoeller. mhuemoeller@isd191.org

Singers and Swingers

Fee: \$130

Singers and Swingers are a group of male and female students interested in swing dancing. The group practices at Nicollet Middle School and performs at various functions and events throughout the year.

Contact: Ann Bakken. abakken@isd191.org

Step Team

Step Team is a winter activity for up to 40 high school students in academic good standing to join and perform step dance routines at basketball games, pep fests and other events.

Contact: Addie Abiodun. adedoyin97@gmail.com

Student Council

The Student Council is the governing organization of the student body. Students interested in membership on the Student Council must complete an application each spring with the student council advisor. Selections are made by the senior council members and student council advisor each spring. All elected members form next school year's Student Council. Student Council is involved with organizing Homecoming, Relay for Life, leadership conferences, International Dance, Minneapolis Miracle project, Snow Week, and the All District 9th Grade Dance. Numerous activities occur during the school year that require student action, participation and/or representation.

Contact: Mark Riggs. mriggs@isd191.org

Theatre Guild

Fee: Varies

This organization is open to all students at the high school level who have an interest in the entire theatrical experience from ushering to acting, designing to directing and lights to sound. Student managers are selected each year to oversee areas of production and performance. The guild is involved in musicals, full-length plays, one-act competition, student-directed plays, Class Acts, and many other activities. Points are earned and applied toward lettering in drama. Each production has an activity fee associated with it. Musical, full-length plays and SHOWcase are \$75 while all one-acts are \$55 each. There is no maximum fee associated with the Theatre Guild productions.

Productions for the 2018-19 school year will be:

- Fall musical “The High School Musical” (directed by Amy Stead)
- One-act competition (directed by TBD)
- Spring musical “Seussical” (directed by Amy Stead)
- Spring Play “Akeelah and the Bee” (directed by TBD)

Contact: Amy Stead. astead@isd191.org

Writing Center

The Writing Center provides peer tutors who can help students with any writing assignments. Tutors can help with generating ideas, organizing layout, finding and citing evidence, and using grammar correctly. The Writing Center meets in half hour sessions before or after school.

Contact: Marie Hansen. mchansen@isd191.org

Yearbook

The student based staff prepares the yearbook for publication each year by working during study hall, after school, and sometimes weekends and breaks. There are many opportunities available for dedicated students in areas such as art, photography, sports, copywriting, sales, and a deeper involvement in student life.

Contact: Anne Staum. astaum@isd191.org

Allison Millea. amillea@isd191.org

Youth in Government

Minnesota YMCA Youth in Government is an experiential learning activity for students interested in public issues. This program gives students the opportunity to research, study and debate public issues. Participants will gain an understanding of the political system by taking part in model government experiences. No prior experience is necessary. There is a fee through the YMCA for this activity.

Youth Services

The Youth Service Program connects students with volunteer opportunities in schools and community. Students can give their time on a regular basis (weekly or other) or volunteer for one-time events on their own schedule. A list of opportunities is posted at www.isd191.org/bhs/youthservice

Contact: **TBD**. inquiries can be made to jlepper@isd191.org

PLEASE NOTE: Fees have been applied to some activities and are subject to change based on ISD 191 School Board approval.

Enrichment Opportunities:

Student-Interest Clubs and Activities

Burnsville High School wants all students to feel connected to our school community and find ways to be involved. In addition to the many co-curricular and extra-curricular activities in academics, arts and athletics sponsored by the school, there are also student-interest clubs and activities. These clubs and activities provide students additional opportunities to extend their learning, develop and demonstrate leadership, impact their school and community, expand their social network, and grow to be supported cognitively, emotionally and socially. We are committed to providing the best facilities and guidance possible to support student-interest clubs and activities.

Starting & Chartering Student-Interest Clubs and Activity

1. A student-interest club or activity may be offered when there is sufficient student interest (minimum of five active students) and a faculty member willing to act as a sponsor and supervisor.
2. A student-interest club or activity must complete an application to be chartered. This application is available from Jay Lepper, Assistant Principal overseeing Activities. Once chartered, the club or activity will be listed as an activity in the handbook and on the website.

Announcements and Postings

1. The club will be able to announce their meeting date, time, and location using the student announcements, with prior approval of the sponsor and school administration.
2. The club will be able to put a maximum of 10 posters/flyers no larger than 8½ X 14 in the hallways, foyers and cafeteria areas of the school with prior approval of the sponsor and stamped by the school administration.

Current Student-Interest Clubs and Activities

• Anime Club

This club is for students who are interested in all aspects of Anime including creating, drawing, watching, collecting, and more.

Contact: Jef Winterlin. jwinterlin@isd191.org

• Book Club

The BHS Book Club is a student-driven organization that discusses all types of literature. Students choose the books to read and meet 3-4 times during the school year to have a meaningful discussion about the book. Like all book clubs, there are usually refreshments and snacks.

Contact: Gloria Webber. gwebber@isd191.org

• #BurnsvilleStrong

The purpose of the #BurnsvilleStrong organization is to unify, strengthen and inspire our community as well as others. The group works on planning retreats and other positive/inspirational initiatives for the student body and community as a whole.

Contact: Jen Waller. jwaller@isd191.org

Marie Hansen. mchansen@isd191.org

• Craft Club

Craft Club is a student-led activity for students to gather to do crafts. Leaders pick out the designs or projects and club members work on these projects.

Contact: **TBD**

• Disc Golf

This is an activity for students who enjoy playing Disc Golf and want to improve their skills.

Contact: Andrew Gehrke. agehrke@isd191.org

• Environmental Club

The Environmental Club is involved in getting students more involved in and educated about environmental issues. This is a student-led activity so the issues acted upon and addressed are decided by the students.

Contact: Lori Douglas. ldouglas@isd191.org

• Fellowship of Christian Athletes (FCA)

FCA is a student-run club that encourages students in their Christian faith and involves them in fellowship with other athletes and BHS students. Every student is invited whether or not they are involved in athletics.

Contact: Sue Stachowski. stachowski@isd191.org

• Fishing Club

This club is designed for students interested in fishing. Potential fishing excursions to area lakes and rivers may occur.

Contact: Jeff Nelson. jpnelson@isd191.org

• Fit Club

This club meets before school and is designed for students to actively stay in shape through various individual and group activities and exercises.

Contact: Kevin Silberman. ksilberman@isd191.org

* Futsal

This club meets throughout the year to play futsal in the auxiliary gym.

Contact: Bill Englehardt. wenglehardt@isd191.org

Kevin Silberman. ksilberman@isd191.org

• Giving Garden Club

This club works in conjunction with 360 Communities. Students will work in the winter to develop garden plans and grow starter plants. In the growing season, members will plant and maintain a garden on the BHS campus, with all of the vegetables going to support the 360 Communities food shelf or the BHS cafeteria.

Contact: Matt Deutsch mdeutsch@isd191.org

Lori Douglas. ldouglas@isd191.org

• Improv Club

This club practices the art of improvisation while on stage. Situations are given to students who then act out a sequence of events.

Contact: Amy Stead. astead@isd191.org

• Job Shadowing Club

High school students often struggle with choosing a field to commit to as a lifelong career. This club will allow them to get an idea of how certain professions feel and operate at the local level.

Contact: Marcia Sexton. msexton@isd191.org

* Knitting Club

This club is a student-led activity that promotes knitting. The club meets weekly with students working individually on knitting projects. No previous knitting experience necessary as others will help those students new to the art of knitting.

Contact: Kendra Vogt. kvogt@isd191.org

Kim Harrod. kharrod@isd191.org

• Madrigal

Madrigal is a unique choir experience offered for students before school once a week. Students involved in the choir program are welcome to participate.

Contact: Martha Schmidt mschmidt@isd191.org

• Martial Arts Club

This club looks at the various forms of martial arts and works with students to learn proper technique and strategy.

Contact: Allison Millea. amillea@isd191.org

• Muslim Student Association

This is a student organization devoted to strengthening the Muslim community through service and activism. The goal of this group is to educate both Muslims and people of other faiths about the religion of Islam and facilitate a better environment for students on campus.

Contact: David McDevitt. pmcdevitt@isd191.org

Abdullahi Omar. anomar@isd191.org

• Philosophy Club

This group meets most weeks to tackle burning philosophical issues. All curious minds are welcome to join the discussions.

Contact: Bill Engelhardt wengelhardt@isd191.org

• Program and Gaming Club

Students do not need prior computer programming knowledge to be a part of the club. This club is for students who love to create and play games. We will use lots of different software as well as share some of your favorite games to play.

Contact: Cynthia Drahos. cdrahos@isd191.org

• Stock Market/Investment Club

Are you ready to learn about stocks and compete against hundreds of other students from across Minnesota? Join the club and start purchasing \$100,000 in stocks from companies you will learn about or you may already know. It's fun and hands-on. Students can create their own teams. Offered two times during the school year in September and January.

Contact: Cynthia Drahos. cdrahos@isd191.org

• Technology Club

If you have a passion/interest for new technologies, readiness for knowledge sharing, and desire to expand your social sphere, then this club is for you. Explore technology and gain hands-on experience while having fun.

Contact: Cynthia Drahos. cdrahos@isd191.org

• WE Day

This organization is dedicated to creating and nurturing awareness and involvement in the community and the world.

Contact: David McDevitt. pmcdevitt@isd191.org

• Women in Engineering

This organization's purpose is to inform high school females about engineering opportunities and to spark an interest in female engineers.

Contact: Liz Davidson.....edavidson@isd191.org

• Young Life

Young Life provides a fun and safe place for students to be together and talk about their lives and faith. Everyone is invited to Young Life.

Contact: Brad Fendler. bradleyfendler@gmail.com

Enrichment Opportunities:

Outside Clubs and Organizations that are partners with BHS

The following clubs and organizations are not sponsored by ISD 191 but have worked closely to form partnerships with the Burnsville High School Activities Department. A Burnsville High School varsity letter can be earned through some of these clubs and activities. Please see Mr. Paek, Athletic Director, or Mrs. Riggs, Athletic and Activity Secretary, if interested in joining any of these clubs or organizations.

- Blackdog Swim Club
- Bowling Team
- Burnsville Athletic Club
- Burnsville Bruisers Rugby Team
- BV United Soccer Club
- Burnsville Hockey Club
- Burnsville Trapshooting Team
- Minnesota Valley Figure Skating Club
- Mountain Biking Club
- Sparks Wrestling Club
- Various gymnastics gyms throughout the district

Enrichment Opportunities: Athletics

Season	Boys	Fee	Girls	Fee
Fall	Cross Country Running (9th–12th)	\$175	Cross Country Running (9th–12th)	\$175
	Football (9th–12th)	\$215	Adapted Soccer (7th–12th)	\$175
	Adapted Soccer (7th–12th)	\$175	Soccer (9th– 12th)	\$205
	Soccer (9th–12th)	\$205	Swimming (7th–12th)	\$215
			Volleyball (7th–12th)	\$205
			Dance Team (7th–12th)	\$175
			Cheerleaders (7th–12th)	\$140
			Tennis (9th–12th)	\$175
Winter	Basketball (9th–12th)	\$205	Basketball (9th–12th)	\$205
	Adapted Hockey (7th–12th)	\$175	Adapted Hockey (7th–12th)	\$175
	Hockey (9th–12th)	\$215	Hockey (7th–12th)	\$215
	Alpine Skiing (7th–12th)	\$205	Alpine Skiing (7th–12th)	\$205
	Nordic Skiing (7th–12th)	\$205	Nordic Skiing (7th–12th)	\$205
	Swimming (7th–12th)	\$215	Dance Team (7th–12th)	\$175
	Wrestling (7th–12th)	\$205	Olympic Weightlifting (7th–12th)	\$150
	Olympic Weightlifting (7th–12th)	\$150		
Spring	Baseball (9th–12th)	\$205	Softball (7th–12th)	\$205
	Golf (7th–12th)	\$175	Golf (7th–12th)	\$175
	Tennis (9th–12th)	\$175	Badminton (7th–12th)	\$150
	Track and Field (9th- 12th)	\$205	Track and Field (9th–12th)	\$205
	Adapted Softball (7th–12th)	\$175	Adapted Softball (7th–12th)	\$175
	Lacrosse (9th–12th)	\$215	Lacrosse (7th–12th)	\$215

Athletics Contact Information

SPORT COACH NAME/PHONE COACH E-MAIL

Adapted Floor Hockey, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Floor Hockey, PI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Soccer, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Soccer, PI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Softball, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Softball, PI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Alpine Skiing, Boys	Derek Nash	952-707-2459	dnash@isd191.org
Alpine Skiing, Girls	Tim Bocklund	952-303-3558	tab@pennycycle.com
Badminton, Girls	Jeff Limke	952-707-2148	jlimke@isd191.org
Baseball	Mick Scholl	952-707-2526	mscholl@isd191.org
Basketball, Boys	Rob Mestas	651-341-0883	robmestas1@outlook.com
Basketball, Girls	Maurice Hodges	952-486-1683	maurice_hodges_sr@yahoo.com
Cheerleading (competitive)	Alison Morris	952-913-3192	morrisa7081@my.uwstout.edu
Cheerleading (sideline)	Jamie Woods	317-666-1702	jamiwoods79@gmail.com
Cross Country Run, Boys	Jeff Webber	952-707-2911	jwebber@isd191.org
Cross Country Run, Girls	Charlie Burnham	651-955-7559	cburnham@isd191.org

Dance Team, Girls J/F Megan Thomas/Jen Waller 952-707-224 [mthomas0819@yahoo.com/](mailto:mthomas0819@yahoo.com)

jwaller@isd191.org

Dance Team, Girls H/P Megan Thomas/Jen Waller 952-707-224 [mthomas0819@yahoo.com/](mailto:mthomas0819@yahoo.com)

jwaller@isd191.org

Dance Team, Girls Fall	Madeline Leipold	952-303-9129	leip9197@stthomas.edu
Football	Vince Varpness	952-707-2124	vvarpness@isd191.org
Golf, Boys	Larry Opatz	952-707-3627	lopatz@isd191.org
Golf, Girls	Lori VanderWoude	952-707-2264	lvanderwoude@isd191.org
Hockey, Boys	Steve Beaulieu	952-992-0900	sitdeer@hotmail.com
Hockey, Girls	Tracy Cassano	612-600-5004	tcassano24@gmail.com
Lacrosse, Boys	TBD	TBD	TBD
Lacrosse, Girls	Ryan Czapar	952-707-2899	rczapar@isd191.org
Nordic Ski Racing, Boys	Derek Schlager	952-707-2253	dschlager@isd191.org
Nordic Ski Racing, Girls	Derek Schlager	952-707-2253	dschlager@isd191.org
Soccer, Boys	Bill Toranza	612-850-4917	gtoranza@live.com
Soccer, Girls	John Soderholm	952-707-2417	jsoderholm@isd191.org
Softball, Girls	Rachel McGowan	651-334-2851	rkeeney@isd191.org
Swimming & Diving, Boys	Paul Tierney	612-202-8141	ptierney260@gmail.com
Swimming & Diving, Girls	Kim Harrod	952-707-2258	kharrod@isd191.org
Tennis, Boys	Ryan Haddorff	612-743-3213	rhaddorff@isd191.org
Tennis, Girls	Ryan Haddorff	612-743-3213	rhaddorff@isd191.org
Track & Field, Boys	Pete Feig	952-707-2246	pfeig@isd191.org
Track & Field, Girls	Jef Winterlin	712-251-9710	jwinterlin@isd191.org
Volleyball, Girls	Beth Raebel	507-820-2563	braebel@isd191.org
Olympic Weightlifting	Justin Lerfald	507-744-4656	jlerfald@isd191.org
Wrestling	Bill Soderholm	952-707-2686	bsoderholm@isd191.org

Student Co-Curricular Eligibility

Burnsville-Eagan-Savage School District 191 encourages students to participate in co-curricular activities because of the tremendous benefits. However, it is the philosophy of the district that student participation is a privilege rather than a right. Therefore, students who participate in athletics and activities must demonstrate high standards of behavior and academic achievement. The decisions students make, both in and outside of school, should reflect the ideals, beliefs, and standards of their organization, school, and community. The eligibility requirements apply when students are participating as members or in groups during practices, games, activities, competitions, on trips, and at any other time that the students are representing District 191 whether at school or outside of school. Students must follow eligibility rules as well as any guidelines established by the activity and athletic director and/or coaches in all cases. Failure to do so may result in the consequences described here.

ELIGIBILITY REQUIREMENTS

To participate in co-curricular programs, students must follow all policies of the district and their schools, rules of the Minnesota State High School League (MSHSL), and applicable law. In addition, the following specific requirements apply:

Academic Eligibility:

A 7-12 student-athlete or activity participant who receives mid-quarter or quarter grades of "F" in a class will be placed on academic probation. The student will remain on academic probation until the student attains a grade

of at least a D- in all classes. A student on academic probation may be ineligible to participate in competitions/performances, but may continue to participate in practices, scrimmages and team/club meetings.

In addition, to maintain academic eligibility a student must be making adequate progress toward graduation as defined by Burnsville-Eagan-Savage School District 191. A student is progressing adequately toward graduation if the student has accumulated the following credits prior to the beginning of the subsequent semester:

Classes of 2019

12th Grade

Semester 1	18 credits
Semester 2	25 credits

Class of 2020 and beyond

	<u>9th Grade</u>	<u>10th Grade</u>	<u>11th Grade</u>	<u>12th Grade</u>
Semester 1	Freshman Status	9 credits	19 credits	31 credits
Semester 2	4 credits	14 credits	25 credits	38 credits

*******Please note, that the current eligibility structure is being examined this school year, 2018-2019. There may be changes to the eligibility requirements effective for the 2019-2020 school year. These changes will be communicated prior to the 2nd semester of the 2018-2019 school year.**

School Attendance:

To participate in or practice in any activity, a student must attend school at least 3 periods of their academic day or have administrative approval. Individual exceptions, such as doctor appointments, may be approved by administration.

Student Code of Responsibilities:

As a student participating in my school’s interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the property of others.
- I will respect and obey the rules of my school and the laws of my community, state, and country.
- I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.

Violation of the Student Code of Responsibilities may result in a period of ineligibility as determined by the Principal. Students who are suspended or proposed for expulsion or exclusion will be deemed to violate the Student Code of Responsibilities and a consequence may be imposed by the Principal or a period of ineligibility. Where the student conduct is not covered by the MSHSL rules but violates District 191 and/or Burnsville High School rules governing student conduct, the Principal may determine that the student is ineligible to participate in co-curricular activities for a reasonable period of time. If the student conduct violates both MSHSL rules and District 191/Burnsville High School rules, the more severe penalty will be implemented.

Leadership Positions/Captains:

If a student serving as a captain of a team or leader of a co-curricular club/organization commits a MSHSL rule violation, the student forfeits his/her captaincy or leadership position for a period of one calendar year from the

violation. Upon a second MSHSL rule violation during a student's high school career, the student will lose the opportunity for captancy/leadership of any team or club for the remainder of the student's high school career.

Accommodations:

Students with documented disabilities who require accommodations should discuss the need for reasonable accommodations with the coach or person in charge of the activity as soon as possible. A request for an accommodation will not be retroactive except in the most unusual circumstances.

Appeals Process:

When a student is declared ineligible, the parent(s) or guardian(s) will be notified by telephone and/or mail. The student and his/her parent(s) or guardian(s) may request a conference with the athletic/activities director. At that time the period of ineligibility will be stated and the appeal process will be reviewed. A written request to the building Principal must be made within five (5) school days of the notification of ineligibility. During the appeal process, the student is ineligible to compete in extra-curricular activities. The student may continue to practice with the team during the appeal process.

The Appeals Committee, comprised of two to three teachers and the building Principal or designee, will hear the appeal and make a decision on the case. A written decision will be given to the parent/guardian within 10 school days.

“There are so many opportunities at Burnsville High School. There's something for everyone. No matter what your interests are, you can find a team, activity or club to join.”

– Student

“Students extend their learning, and often apply what they've learned in the classroom, by participating in activities and/or athletics.”

-- Advisor

“Activities and athletics round out and expand the high school experience for students. I highly recommend that every student get involved in at least one club, activity or team.”

-- Coach



Agenda Item V.B.
August 9, 2018

TO: Members of the School Board
Superintendent Cindy Amoroso

FROM: Stephanie White, Director of Student Support Services

DATE: August 1, 2018

RE: Early Childhood Special Education (ECSE) Program 2018-19 Parent Handbook

RECOMMENDATION: That the school board approve the 2018-2019 ECSE Program Parent Handbook

The Early Childhood Special Education (ECSE) Program serves over 350 students (children ages birth to 5) in a variety of settings in our school district.

The parent handbook for school year 2018-19 has been updated with a few changes. The following sections have been revised:

- Updated changes in service locations, including inclusive classrooms in the elementary buildings and welcome letter.



Future Ready. Community Strong.

2018-19

Early Childhood Special Education Student Handbook



Letter from the ECSE Program Supervisor

Dear Parents and Guardians:

Hello and Welcome! On behalf of the Burnsville Eagan Savage School District, we would like to sincerely welcome you to the beginning of the 2018-19 school year.

The Early Childhood Special Education (ECSE) Program is part of the district-wide early learning programs, in collaboration with Community Education Early Learning Services.

The handbook contains general information regarding the ECSE Program. Our team of educators is eager to get to know your family and child, and will provide specific information about your child's programming through meetings, phone calls and emails. We want you to know we are always available to clarify information and respond to your specific questions. In addition, we have cultural liaisons available for families to access for support.

We will work together with you to maximize your child's education and early learning. Parents are invited to visit the ECSE Program, participate in scheduled conferences, parent learning classes and other programs designed to meet your needs.

It is our hope that this handbook will be helpful to you. We strongly encourage and support the team approach in our educational program, with you as a key member of the team. We look forward to an exciting and successful year together.

Sincerely,

Jackie Smith

Jackie Smith
ECSE Supervisor

Contact ECSE

200 W. Burnsville Pkwy.
Burnsville, MN 55337
(952) 895-6610

www.isd191.org/ECSE

**If you need help with this handbook
or need it translated, please call us at
(952) 895-6610.**

**Si necesita ayuda con este manual
o necesita traducirlo, llámenos al
(952) 895-6610.**

**Haddii aad u baahan tahay in lagaa
caawiya buuga-gacanqabsiga ama aad
u baahantahay in lagu tarjumaano,
fadlan naga soo wac (952) 895-6610.**

IMPORTANT DISTRICT POLICIES TO KNOW

This following includes summaries of several Burnsville-Eagan-Savage School District 191 policies regarding student behavior and ensuring a safe and positive learning environment at our schools. The complete text of these and other District 191 policies can be found online at www.isd191.org/policies or upon request from a school or district office.

Questions regarding district policies or this handbook can be directed to the program administrator or superintendent's office at 952-707-2005.

POLICY 404: EMPLOYEE BACKGROUND CHECKS

Pursuant to this policy, District 191 shall seek criminal history background checks for all applicants who receive an offer to employment with the school district. District 191 also shall seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other academic coaching services to the school district, regardless of whether compensation is paid, and those who volunteer to chaperone overnight field or extracurricular trips. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. District 191 may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

POLICY 413: HARASSMENT AND VIOLENCE

The policy of District 191 is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability. Any such harassment or violence is prohibited. The school district will act to investigate all complaints of such harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

POLICY 419: TOBACCO- AND SMOKE- FREE ENVIRONMENT

As part of our work to keep a healthful learning environment for students and working environment for our employees, tobacco use of any kind – including electronic cigarettes and tobacco-related devices – is prohibited in all of our schools. This applies to all students, teachers, administrators and other District 191 employees.

POLICY 501: SCHOOL WEAPON POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

POLICY 505: DISTRIBUTION OF NON-SCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

The district seeks to protect students' and employees' rights to free speech while also preserving the integrity of the educational objectives and responsibilities of the school district. The district recognizes that students and employees have the right to express themselves on school property, including distributing non-school-sponsored materials at a reasonable time and place and in a reasonable manner. Distribution guidelines have been established by district policy and will be supervised by school administration.

Early Childhood Special Education Program Overview

A variety and continuum of special education services are provided to children and families through the Early Childhood Special Education (ECSE) Program. These services are designed to meet the individual needs of the children who participate in the ECSE Program. The birth to three-year-old services are primarily provided in the child's natural setting which can be the home, childcare setting or ECSE class.

Children ages three to five years of age have a variety of classes and services available to meet their needs which are provided in the morning or the afternoon. Based on each child's individual needs and determined by their Individual Education Program (IEP) plan team, a child may receive ECSE services one to four days per week. Services may be provided in center-based classrooms, community based settings, Voluntary PreK classrooms in the Elementary schools, and/or in the home. Services provided by the ECSE Program are described below.

Home Based Services: ECSE teachers and therapists may provide services in the child's home. These services focus on the individual needs of the child and related needs of the entire family. Home based services/home visits include direct services to the child as well as time for parent involvement and consultation.

Itinerant Services: Itinerant services are designed for children who have developmental needs and are currently enrolled in a preschool or daycare setting within the school district. An ECSE teacher, Educational Speech and Language Pathologist and/or Occupational Therapist travels to the preschool, daycare setting, or Head Start Program that the child attends. Direct service to the child, as well as consultation to the preschool/daycare staff, is provided. The frequency and amount of services provided in these settings is based on the individual needs of each child and determined by the child's IEP team, including parents.

Community Based Services: ISD 191's ECSE Program partners/collaborates with the District's Community Education Preschool Programs to provide services in inclusive settings with typically developing peers. Children receiving services in these programs receive support from both licensed and non-licensed ECSE and Early Learning staff. These programs are

located at Diamondhead Education Center, as well as the Voluntary PreK programs located in eight of the elementary schools.

Morning Session: 9:00 AM – 12:00 PM
Afternoon Session: 12:55 PM – 3:55 PM

Center Based Services: Some children receive services in a specially-designed ECSE classroom at Diamondhead Education Center. These children are working on individual goals in various areas of development based on their individual needs as determined by the child's IEP team, including parents. The center based class hours are:

Diamondhead Education Center:
Morning Session: 9:30 AM – 12:00 PM
Afternoon Session: 1:00-3:30 PM

Autism Services: These classroom based services are specially designed for children who need intensive programming to meet their needs and most often have a primary disability of Autism Spectrum Disorders. The emphasis of these classrooms is on the introduction to the classroom experience, communication, play development, cognition, motor, imitation, social interactions, independent work, and self-care skills. Staff provides families with information regarding specific research based strategies and methods for working with their child with Autism Spectrum Disorders.

Speech/Language Therapy Services: Educational Speech/Language Therapy may be provided in a variety of ways. Therapy services may be any combination of: a community setting, within a small group, or on an individual basis. Educational Speech/Language Therapy services are based on the child's individual needs and determined by the child's IEP, including parents. These services help in the development of communication skills such as vocabulary, sentence structure, dysfluency, and speech sounds.

Parent-Child Groups/Parenting Sessions: Group activities for children and their parents/guardians are scheduled throughout the year. During parenting sessions, parents have the opportunity to meet as a group to discuss practical and emotional concerns regarding their child's disability and participate in informational sessions related to specific disabilities and child development.

Support (Related) Services Staff:

The ECSE program employs various support service staff to meet the needs of the students. These support service staff may work with your child depending on his/her needs. They include, but are not limited to: Speech/Language Clinician, Occupational Therapist, Physical Therapist, Teacher of the Visually Impaired, Teacher of the Hearing Impaired, and School Nurse. The student's needs and IEP/IFSP drive the services the child will receive. Support service involvement in a student's educational plan is a team decision.

School Social Work Services: The ECSE program employs a School Social Worker to help families connect to community resources and provide supports. To contact the social worker, please call **(952) 895-6610**.

Cultural Liaisons: The ECSE program employs both Latino and Somali cultural liaisons. The role of the cultural liaison is to assist Latino and Somali students and families by facilitating communication between school staff and parents. Some of the duties of the liaison include: disseminating information to parents regarding special education services, school/community resources, and trainings; building a family/school linkage; facilitating communication and relationship building with families; interpretation services; and assisting staff in conducting culturally and linguistically appropriate assessments and education. To contact the cultural liaisons, please call **(952) 895-6610**.

Language Interpreters: When a student/family speaks another language (other than English) in the home and school environment, an interpreter will be utilized to help the family participate in all aspects of the educational planning for their child.

Educational Assistant (EA): Each ECSE classroom employs EAs to assist the educational team in the implementation of the IEP. The number of EAs assigned to a classroom is dependent on the students' needs within that classroom. Some of the duties of the EA include: helping to reinforce concepts taught by the teacher, implementing modifications and adaptations to enhance the instruction for students, assisting in physical management, and assisting with transportation needs.

Transportation: Transportation is provided within 191 school district boundaries to children attending

the district ECSE Program sites. All ECSE buses have a bus aide assigned due to your child's age. An Emergency Bus card must be completed and received by the school prior to the start of transportation.

Staff members meet the children at the bus when they arrive at school and accompany them to the bus at the end of the school/program day. Parent or daycare providers are responsible for walking children to the bus when they leave home and meeting the bus upon his/her arrival home (hand-to-hand contact).

Please contact your child's teacher if you have concerns or questions regarding transportation. All children sit on a Star Seat when transported by the school district. When your child is sick or will not be attending school, please notify the bus company and your child's teacher.

Schmitt and Sons Transportation Services
Phone Number: (952) 985-7513

GENERAL INFORMATION

IEP Meeting and Student Progress Reporting:

Two scheduled conferences to discuss your child's Individual Education Program (IEP) Plan or Individual Family Service Plan (IFSP) are held each year. Your child's progress and goals will be reviewed and new goals may be developed. These face-to-face exchanges are an important part of the IEP/IFSP process. Additional conferences may be held at the request of the parent or teacher.

Transition to Kindergarten: In the child's year before kindergarten, your child's IEP team will be having conversations with you regarding kindergarten transition processes, as well as proposed kindergarten placement decisions based on your child's educational needs. In the spring, families of students going to specialized kindergarten programs will have a transition meeting with their ECSE team and staff from the elementary school. These meetings will be held at the elementary school the child will be attending. Parents can share information and hear about kindergarten school services at that time.

Parents will have the opportunity to attend their school's kindergarten information night in January/February. Parents are strongly encouraged

to attend these informational nights to familiarize themselves with the school and classroom, as well as ask questions of the elementary staff

Interagency Services: HelpMeGrowMN.org

provides resources for families regarding developmental milestones, to learn if there are concerns, and to help support or refer a child for a comprehensive and confidential screening or evaluation at no cost to the family. Help Me Grow is an interagency service between the Department of Health and the Department of Human Services.

Parent Teacher Organization/Supports:

The District's *Special Education Advisory Committee* (SEAC) meets five times per year in the evening from 6:00-8:00 P.M. Parents, teachers and community members advise the district Individualized Student Services (special education) Department regarding services for infants, preschool, children, and young adults who receive special education services. If you are interested in serving on the SEAC, contact Stephanie White at 952-707-6261 or stwhite@isd191.org. Watch the newsletter for information about meeting times and dates. Everyone is welcome to attend.

Calendar: All families with children in the Burnsville-Eagan-Savage School District can access a school calendar on the district website (www.isd191.org). This calendar lists the major events at each of the schools. In addition, you will receive a program newsletter and information from you teacher regarding upcoming events and schedules.

Change of Address: Any change to student/family address or contact information must be reported to the school main office at 952-895-6610

Child Abuse/Neglect Mandated Reporting:

District 191 will seek to protect children whose health and welfare may be jeopardized through physical abuse, neglect, or sexual abuse. All district employees are mandated reporters and are required by State law to report suspected misconduct toward children and to maintain the confidentiality of such data.

Clothing: Play type clothing is suggested. Activities in the ECSE classrooms are many, varied and sometimes messy. Additionally, we encourage you to select clothing for your child that he/she can manage independently. When weather permits, children spend time outdoors on the playground. Please dress your child in outdoor clothing appropriate for the

weather. Clearly label all outdoor clothing with your child's name. Also, please send an extra set of clothing for your child (including socks and underwear) clearly labeled with your child's name.

ECSE Newsletter: The ECSE school newsletter will be sent home monthly with your child. This newsletter is also posted on the ECSE Program website. The newsletter will be translated upon request. We encourage you to let us know if our communications efforts meet your needs.

Health Screening: Students enrolled in ECSE are NOT required to go through the early childhood/kindergarten screening process. All areas of your child's development are assessed and monitored by his/her education team, including health screenings for: vision, hearing, height, and weight. These screenings are completed by the school nurse *at least once* before your child enters kindergarten.

In addition, students may also receive hearing or vision screenings upon request from their parents/guardians or at the request of a teacher. A teacher may request a screening if there is a hearing or vision concern that is affecting the student's ability to learn. If your child fails any part of the hearing or vision screening, the health office will re-screen the child within four weeks to verify the results. If the student fails the second screening, a letter will be sent home with the student outlining the findings and recommendation for follow-up with a physician.

If at any time you have concerns about your child's hearing, vision, height or weight, feel free to contact the health office. **If you do not want your child to participate in these screenings, please contact the ECSE health office at 952-895-6613.**

Illness and Injuries:

In case of a significant illness or an accident at school, you will be notified. Transportation home and all medical care is the responsibility of the parent. If you cannot be contacted, the person whom you listed as the emergency contact will be called. This person should be willing and able to provide transportation and supervision of your child. Be sure the school has this information by completing the Health Office Emergency Information form. If emergency contact cannot be reached, 911 will be called as necessary.

If your child will be absent from school, please call the school. If your child should become ill with a

communicable disease, please notify the school. In most cases, children should be kept at home for at least 24 hours after antibiotics have been started, fever is resolved, and/or primary symptoms have resolved. For your child's protection, he/she should be free of a fever for 24 hours before returning to school.

Immunization Records: It is state law and school district policy that all students must be up to date on their immunizations or show proof of conscientious or medical objection. Your child will not be allowed to start school until this information or an appropriately signed legal exemption is provided. The entire ISD # 191 policy (JHCB) and immunization form are available in the school health office or on the district website, www.isd191.org, as follows: Go to the "Services" tab, click on "Health Services" then click on the "Immunization" button on the left side.

Medications: If a child needs to take medication at school, a parent must contact the school nurse. Teachers cannot be responsible for a child's medication. Rather, medication must be brought to the school nurse in the original prescription bottle or original packaging along with a note from the parent/guardian providing permission for the medication to be administered during the school day. All medications dispensed at school require a doctor's order. This includes over-the-counter medications. Please refer to the district website for the medication policy and authorization form. For more information, contact the school nurse.

Snack Time: Snack time is a part of your child's school program. The State Department of Health requires that the food served in schools be obtained from appropriate sources. Food prepared in a home will not be distributed in school. Individual classrooms may have limitations on food items due to students with food allergies. If you would like to have your child occasionally bring a snack to share with classmates, you may do so if it is store bought. Families are encouraged to donate \$5.00 per month, as they are able, to the ECSE "Snack Attack" fund.

This fund is used to purchase food that is used during snack time in the classroom.

Student Data Privacy: The Burnsville-Eagan-Savage School District 191 Board of Education policy requires the district to comply with the Federal Family Rights and Privacy Act and the Minnesota Government Data Practices Act.

In District 191, educational data are recorded on individual students in areas related to health, academic progress, attendance, testing and special education. Most information in education records is considered private and available only to the student, the student's parents/guardians if the student is not yet 18 years old, and to the school staff who need the data to provide services to the student, unless permission is granted by the student or parent/guardian.

However, according to state and federal guidelines, information that is considered to be directory information may be released to the public without permission of the student or parent/guardian. This includes:

- Student's name
- Gender
- Address
- Telephone number
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees and awards received
- Photographs for school-approved publications, newspaper and videotapes.

Visitors in Classrooms: All visitors must sign in at the main office. Parent involvement in their child's educational experience is encouraged. Visits must be prearranged with the program administrator and identification is required. No other children can accompany the parent during the visit.



Agenda Item V.C.
August 9, 2018

TO: Members of the School Board
Superintendent Cindy Amoroso

FROM: Stephanie White, Director Student Support Services

DATE: August 9, 2018

RE: 2018-19 BEST Transition Program Student Handbook

RECOMMENDATION: That the school board approve the
2018-19 student handbook for the BEST Transition Program

The BEST Transition Program educates approximately 40 students with Individual Education Program (IEP) plans annually. These students, 18-21 years of age, develop skills to successfully transition from school- to-adult life while earning their high school diplomas.

The BEST student handbook for 2018-19 has been revised to:

- Introduction of new program administrator
- Add an updated program administrator letter



Future Ready. Community Strong.

Student Handbook 2018-19

**BEST Transition Program
Burnsville-Eagan-Savage
School District 191**



Letter from Jennifer Middendorf, BEST Transition Program Administrator

Dear Students & Families:

Welcome to our BEST Transition Program! We are excited that you are a part of our school community and look forward to supporting you as you begin or continue your transition journey with us in District 191.

This handbook is written for you as an adult student and your family in order to enhance the line of communication between home and school. There are resources, program guidelines and policies described within these pages to assist you as you navigate through the school year with support from program staff.

We believe close communication and partnership between home and school is important for your success in the BEST Transition Program. We encourage regular communication with your IEP manager and other teachers as you work toward achieving your desired goals. Your parents/guardians, cultural liaisons, and other agency members are welcomed and encouraged to attend meetings to support you in the purposeful planning of your transition services.

It is our goal that this handbook will be a resource for you and your family. We strongly value a team approach in the provision of your transition services with you as the most important member of the team.

Best wishes for a successful school year!

Sincerely,



Dr. Jennifer Middendorf
BEST Program Administrator
River Ridge Education Center
100 River Ridge Ct.
Burnsville, MN 55337
(952) 746-7520
jmiddendorf@isd191.org

IMPORTANT DISTRICT POLICIES TO KNOW

This following includes summaries of several Burnsville-Eagan-Savage School District 191 policies regarding student behavior and ensuring a safe and positive learning environment at our schools. The complete text of these and other District 191 policies can be found online at www.isd191.org/policies or upon request from a school or district office.

Questions regarding district policies or this handbook can be directed to the program administrator or superintendent's office at 952-707-2005.

POLICY 404: EMPLOYEE BACKGROUND CHECKS

Pursuant to this policy, District 191 shall seek criminal history background checks for all applicants who receive an offer to employment with the school district. District 191 also shall seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other academic coaching services to the school district, regardless of whether compensation is paid, and those who volunteer to chaperone overnight field or extracurricular trips. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. District 191 may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

POLICY 413: HARASSMENT AND VIOLENCE

The policy of District 191 is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability. Any such harassment or violence is prohibited. The school district will act to investigate all complaints of such harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

POLICY 419: TOBACCO- AND SMOKE- FREE ENVIRONMENT

As part of our work to keep a healthful learning environment for students and working environment for our employees, tobacco use of any kind – including electronic cigarettes and tobacco-related devices – is prohibited in all of our schools. This applies to all students, teachers, administrators and other District 191 employees.

POLICY 501: SCHOOL WEAPON POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

POLICY 505: DISTRIBUTION OF NON-SCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

The district seeks to protect students' and employees' rights to free speech while also preserving the integrity of the educational objectives and responsibilities of the school district. The district recognizes that students and employees have the right to express themselves on school property, including distributing non-school-sponsored materials at a reasonable time and place and in a reasonable manner. Distribution guidelines have been established by district policy and will be supervised by school administration.

POLICY 506: STUDENT DISCIPLINE

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

POLICY 514: BULLYING PROHIBITION POLICY

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relations. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying, but also to students who, by their indirect behavior, condone or support another student's act of bullying.

POLICY 526: HAZING PROHIBITION

Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

POLICY 527: STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS, AND SEARCHES

Students may be permitted to park in a school district location as a matter of privilege, not of right. The interior of the motor vehicle, including, but not limited to, glove and trunk compartments, is subject to search upon reasonable suspicion by school officials without student consent, without a search warrant, and without notice. If a student refuses a request by a school official to open a locked motor vehicle under his or her control or its compartments, the student's parking privileges may be withdrawn and the student may be subject to discipline.

POLICY 529: STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

The school district gives classroom teachers and other school staff members notice about students' history of violent behavior. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.

GENERAL BEST TRANSITION PROGRAM INFORMATION

ATTENDANCE & SCHOOL HOURS

The student day is from 8 a.m. to 2:30 p.m. unless otherwise determined by the IEP team. Students are expected to attend and follow their schedule each day unless they are ill or there is an emergency.

Attendance is important to meet Postsecondary Transition Goals. The student is encouraged to call in their own absence. Students and/or parents have a responsibility to notify BEST about an expected absence and also to notify Schmitty and Sons 952-9857514 to cancel transportation services when there is an absence.

BEHAVIOR

Maintaining an atmosphere conducive to learning is a priority for everyone at school. Use of positive behavior supports is encouraged and used by school personnel. Individual students may have positive behavior support plans that are part of their Individual Education Program (IEP) plans.

CHANGE OF ADDRESS

Any change to student/family address or contact information must be reported to the IEP manager.

COMMUNICATION: HOME AND SCHOOL

Students are encouraged to talk with teachers regularly to address questions, or concerns. Students are more successful in school when the IEP team works together to support the student. IEP meetings, conferences, open house, progress reports, phone calls or emails are some of the methods used to facilitate communication.

COMMUNITY BASED INSTRUCTION

Instruction is conducted at various community locations primarily located in the school district boundaries. Students are accompanied into the community by teachers and/or job coaches. Students may walk or be transported by bus or van to community destinations that address their specific postsecondary goals.

DRESS CODE

Students are expected to dress according to work place standards and use good judgment in choosing proper school attire.

EARLY DEPARTURE/LATE ARRIVAL

Students must communicate with staff when arriving late or leaving early.

ELECTRONIC DEVICES

Possession of cell phones and other electronic devices are permitted, but the **use of** such devices must not disrupt the learning environment. Device use may be restricted by an instructional or work place setting.

FEES

District 191 families that qualify for free or reduced benefits can apply for a waiver from fees that may be assessed at the buildings. Applications are available online at <http://www.schoolunchapp.com>. Families qualifying for free or reduced meal benefits should keep their approval letter in a safe place. Families must provide the approval letter they receive once qualified.

FOOD POLICY (Policy 533)

The State Department of Health requires that the food served in schools be obtained from appropriate sources. Food prepared in a home will not be distributed in school. Students/families must adhere to the district's Wellness Policy and must also check with school staff before sending/bringing food to school with the intent to share with others.

IEP TEAM AND PROGRESS MEETINGS

IEP team and progress meetings are scheduled individually throughout the school year. The conferences are scheduled to review each student's program and to make plans for future educational programming. In addition, students may request a meeting at any time.

ILLNESS AND INJURIES

In case of illness or significant injury at school, a parent/guardian will be notified by the Health Office or school staff if they are the legal guardian of their adult student or identified as their emergency contact. Transportation home and all medical care is the responsibility of the parent/guardian. If a parent/guardian cannot be reached, the emergency contact will be called. The person designated as an emergency contact must be able and willing to provide transportation and supervision for the student. It is important that the emergency contact information is current for all students. Be sure that the school has this information by filling out the Health Office Emergency Information form, which is sent home in the fall. If

emergency contact cannot be reached, 911 will be called as necessary.

In most cases, students should remain at home for 24 hours after antibiotics have been started. Students should be fever-free for 24 hours before returning to school. If a student becomes ill with a communicable disease the school must be notified.

IMMUNIZATION RECORDS (Policy 530)

In order for students to enroll or remain enrolled in school, Minnesota State Law requires documentation of required immunization or written proof of exemption. Students will not be allowed to start school until this information or an appropriately signed legal exemption is provided to the district. A list of the required immunizations, the entire District 191 immunization policy and immunization forms are available on the district website, www.isd191.org, or in the school health office.

INTERNET

Computers must be used in a responsible, ethical and legal manner. Inappropriate use will lead to the loss of computer privileges and possible disciplinary action. The complete Internet policy is available in each office and on the district website (www.isd191.org).

LATEX-SAFE SCHOOLS

To safeguard the health of students and staff who have latex allergies, all schools take steps to minimize exposure to natural rubber latex. No latex balloons are allowed. Students with latex allergies should notify the building nurse at their school so that accommodations can be made.

MEDICATIONS (Policy 516)

If a student needs to take medicine at school, a student or parent/guardian must contact the school nurse. Teachers cannot be responsible for a student's medication. Rather, medications must be sent or given to the school nurse in the original prescription bottle or original packaging. If the parent/guardian has medical responsible for their adult student they must send along with the medication a note providing permission for administration during the school day. All medications dispensed at school require a doctor's order. This includes over-the-counter medications. Please refer to the district website for the medication policy and authorization form. For more information, contact the school nurse.

PERMITTED ACTIONS (M.S. 609.379)

Reasonable force may be used upon or toward the person of a child with the child’s consent when the following circumstances exist or the actor reasonably believes it to exist: a) when used by a parent, legal guardian, teacher or other caretaker of a child or pupil, in the exercise of lawful authority, to restrain or correct the child or pupil; b) when used by a teacher or other member of the instructional, support, or supervisory staff of a public or nonpublic school upon or toward a child when necessary to restrain the child from self-injury or injury to any other person or property.

- Student's name;
- Gender;
- Address;
- Telephone number;
- Participation in officially recognized activities and sports;
- Weight and height of members of athletic teams;
- Degrees and awards received;
- Photographs for school-approved publications, newspapers and videotapes.

REPORTING OF MALTREATMENT OF VULNERABLE ADULTS (Policy 415)

District 191 will seek to protect adult students from maltreatment including any forms of abuse including financial exploitation and report when they have a reason to believe that a vulnerable adult is being or has been maltreated, or who has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

If a student or parent/guardian does not wish any or all of this information to be made public, he or she can "opt out" by notifying his or her school principal in writing.

RESTRICTIVE PROCEDURES (M.S. 125A.0942)

Physical holding or seclusion is only used in emergency situations with students whose Individual Education Program (IEP) plans include provisions for the use of such procedures or in emergency situations with students with IEPs that do not include the use of this procedure.

If the decision is made to opt out, then the student will be excluded from all published information including:

- Honor rolls;
- Programs for concerts and theater performances;
- Athletic programs;
- Yearbooks;
- Press releases, etc.

STUDENT DATA PRIVACY POLICY (Policy 515)

The ISD 191 Board of Education Policy on student information requires the district to comply with the Federal Family Rights and Privacy Act and the Minnesota Government Data Practices Act.

VEHICLES

Students who meet criteria for a driving contract may be permitted to drive a vehicle to school. Students with driving privileges are not permitted to transport other students. Students must sign and follow the contract or driving privileges will be revoked.

In District 191, educational data are recorded on individual students in areas related to health, academic progress, attendance, testing and special education. Most information in education records is considered private and available only to the student, the student’s parents/guardians if the student is not yet 18 years old, and to the school staff who need the data to provide services to the student, unless permission is granted by the student or parent/guardian.

However, according to state and federal guidelines, information that is considered to be directory information may be released to the public without permission of the student or parent/guardian. This includes:

For information about this handbook, contact District 191
at (952) 707-2000 or info@isd191.org



Future Ready. Community Strong.

Burnsville-Eagan-Savage Transition Program
100 River Ridge Ct.
Burnsville, MN 55337
www.isd191.org/node/134



Future Ready. Community Strong.

TO: Members, Board of Education
Cindy Amoroso, Superintendent

Agenda Item V.D.
August 09, 2018

FROM: Lisa Rider, Executive Director of Business Services

DATE: July 27, 2018

RE: Approve Burnsville Ice Center Rental Agreement for School Year 2018-2019

Recommendation: That the Board of Education approves the Burnsville Ice Center Rental Agreement for the 2018-2019 school year in the estimated amount of \$89,506 for a total of 405.03 hours of ice time.

The ice rental agreement with the City of Burnsville provides practice, game and playoff time for both boys and girls hockey. The contract is similar to last year's language. Anticipated hours have been used to estimate amount of total agreement. The rates per game or hour remain the same as prior year. I recommend approval.

Attachment: Agreement

**CITY OF BURNSVILLE
BURNSVILLE ICE CENTER RENTAL AGREEMENT**

AGREEMENT made this _____ day of _____, 2018, by and between **ISD 191, BURNSVILLE HIGH SCHOOL** (“User”) and the **CITY OF BURNSVILLE** (“City”), a Minnesota municipal corporation.

RECITALS

- A. The City is the owner and manager of the Burnsville Ice Center (“Ice Center”), which facility is conducive to and available for events open to the public.
- B. User desires to use portions of the Ice Center subject to the terms and conditions of this Agreement (“Agreement”) and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. **TERM.** The City hereby permits User the use of the Ice Center and facilities incidental thereto for the period as set forth on the schedule attached hereto as “Household Reservation Report”.
2. **FACILITIES.** User will have exclusive use of ice sheet(s) as well as four dressing rooms during the times scheduled. The City will maintain and clean the ice rink. The common areas of the Burnsville Ice Center shall be open to the public at all times. The User will have shared use of the common areas and may not prohibit use by other patrons.
3. **PAYMENT.** The Ice Center will bill User on a monthly basis for ice time and services. Invoices shall be sent 30 to 45 days in advance of due date. All payments shall be due on or before the 15th of the month in which the User is skating.
4. **SERVICES.** Notwithstanding any other provision of this Agreement, the parties may separately agree for the provision of additional services, personnel, and staffing as needed.
5. **RULES AND REGULATIONS.** User hereby agrees that it and its members using the Ice Center will abide by all rules and regulations adopted by the City, and as amended from time to time, for use of the Ice Center.
6. **USER MAINTENANCE.** User shall be responsible for cleanup of the Ice Center and its facilities following each use of the Ice Center, including the pickup and proper disposal of all trash, litter and other debris left in the Ice Center by User and User’s members, guest, invitees, and others utilizing the Ice Center under User’s rental of the Ice Center.
7. **DAMAGE TO ICE CENTER.** User shall be liable to the City for any loss or damage to the Ice Center or its facilities occasioned by, or in connection with the use of the Ice Center by the User or User's members, guests, or invitees.
8. **INDEMNIFICATION.** User agrees to hold the City and its officers, agents, and employees harmless and defend and indemnify the City against any claims related to use of the Ice Center by User, its agents, employees, or subcontractors. User further agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses,

including reasonable attorney's fees, occasioned by or arising in connection with the use of the Ice Center by User or User's guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the Ice Center by User or User's guests or invitees.

9. **INSURANCE.** User is required to obtain general liability insurance and provide proof of such insurance upon execution of this Agreement. \$1 million commercial general liability for non-profit affiliated with City, ISD 191 or other similar Burnsville local governmental unit and \$2 million commercial general liability for all others that have contracts of \$20,000.00 or higher in value. User shall also maintain and provide proof of statutory minimum workers' compensation (or alternately) User represents that it does not have any employees or other individuals covered by this Agreement for which User would be obligated to provide workers compensation coverage.
10. **CANCELLATION OR RESCHEDULING.**
 - 10.1 **BY USER:** User shall notify Ice Center Management of any cancellation of any ice time scheduled under this Agreement no later than August 1, 2018. Except as otherwise provided herein, all ice time set forth on the Household Reservation Report must be paid for by the User whether or not the Ice Center is actually used. Exception to the above; when a User team's season is complete with a post season loss, all remaining ice time is deleted off the contract for that particular team.
 - 10.2 **BY CITY:** The City reserves the right to: a) cancel this Agreement for any default or breach of this Agreement by the User or its members; and b) reschedule the dates or times of use by the User provided under Paragraph 1, if the City deems necessary. In the event of a mechanical, or other, failure of the Ice Center equipment or facilities, the City will notify User as soon as possible. The City will reimburse fees paid by the User for any time scheduled under this Agreement which makes the Ice Center unavailable to User as a result of such failures. The City shall not be responsible for any damages suffered by User as the result of any cancellation.
11. **DISTRIBUTION OF AGREEMENT AND RULES.** Prior to using the Ice Center pursuant to this Agreement, User shall make available a copy of the Ice Center rules and regulations to User's members.
12. **AGENT AUTHORITY.** User certifies that s/he is the User or an agent for the User and is authorized to execute this Agreement and accept the responsibility for observance of the rules and regulations of the City.
13. **ASSIGNMENT.** User shall not assign this Agreement, or any interest arising herein, without the express written consent of the City.
14. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein, and this Agreement supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreements presently in effect between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
15. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

ISD 191, BURNSVILLE HIGH SCHOOL

CITY OF BURNSVILLE

By: _____

Dana Hardie, City Manager

Its: _____

Date: _____

Tax ID Number _____

Address _____

Phone _____

Elizabeth Kautz, Mayor

Date _____

Date: _____

THE CITY OF BURNSVILLE REQUIRES, AS A CONDITION OF THIS AGREEMENT, THAT CONTRACTOR'S EMPLOYEES, VOLUNTTERS OR ASSOCIATES REFRAIN FROM CARRYING FIREARMS WHILE ON CITY PROPERTY

EXHIBIT B

1. **Rates.** The Ice Center will bill User on a monthly basis for ice time as follows:
 - a. \$225.00 per hour at 4.5 hours per Varsity combined with a Junior Varsity game and/or 2.5 hours per one Varsity or one Junior Varsity game; plus
 - b. \$150 cleaning fee per single game and \$225 per double game.
2. **Payments.** Payments to the Ice Center of the above fees will be made by User within thirty (30) days of receipt of each invoice.
3. **Ticket Proceeds.** The parties agree that, for the purpose of High School hockey games (“Event”) fifty percent (50%) of the ticket proceeds will be retained by the City, and fifty percent (50%) of the ticket proceeds will be paid to the User by the City. Ticket proceeds will be paid to the User within sixty (60) days of each game.
4. **Sales Tax.** Sales tax will not be deducted from gate receipts prior to the above percentage splits being determined and paid.
5. **Ticket Personnel.** For each Event, the Ice Center will schedule ticket personnel and will pay such ticket personnel out of the Ice Center budget.
6. **Adult Supervision.** For each Event, User agrees that the “home school” will provide and pay the public service officer or officers and the adult supervision for the student section.
7. **First Aid Personnel.** For each Event, User agrees that the “home school” will provide and pay the first aid personnel for each game under their game agreement.
8. **Scorekeeper/Announcer.** For each Event, User agrees that the “home school” will provide and pay scorekeeper or announcer scorekeeper combination held under this Agreement.

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time Period	Facility Class	Facility Location			Facility Name	Fees	Paid	Net Due
Mon	10/29/2018	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	450.00	0.00	450.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	2.00	0.00	0.00	450.00	
Tue	10/30/2018	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	450.00	0.00	450.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	2.00	0.00	0.00	450.00	
Wed	10/31/2018	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	450.00	0.00	450.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	2.00	0.00	0.00	450.00	
Thu	11/01/2018	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	450.00	0.00	450.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	2.00	0.00	0.00	450.00	
Fri	11/02/2018	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	450.00	0.00	450.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	2.00	0.00	0.00	450.00	
Mon	11/05/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	337.50	0.00	337.50
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.50	0.00	0.00	337.50	
Mon	11/05/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	225.00	0.00	225.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.00	0.00	0.00	225.00	
Tue	11/06/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	337.50	0.00	337.50
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.50	0.00	0.00	337.50	
Tue	11/06/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	225.00	0.00	225.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.00	0.00	0.00	225.00	
Wed	11/07/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	337.50	0.00	337.50
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.50	0.00	0.00	337.50	
Wed	11/07/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	225.00	0.00	225.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.00	0.00	0.00	225.00	
Thu	11/08/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	337.50	0.00	337.50
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.50	0.00	0.00	337.50	
Thu	11/08/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	225.00	0.00	225.00
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.00	0.00	0.00	225.00	
Fri	11/09/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	337.50	0.00	337.50
		Fee Description		Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
		Winter Prime Time Hourly Rate		225.00	1	1.50	0.00	0.00	337.50	

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

	Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Fri	11/09/2018	3:10pm - 4:10pm	Ice Rink								
				225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Mon	11/12/2018	3:00pm - 4:20pm	Ice Rink								
				225.00	1	1.33	0.00	0.00	299.25	0.00	299.25
Mon	11/12/2018	3:10pm - 4:10pm	Ice Rink								
				225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Mon	11/12/2018	4:30pm - 5:40pm	Ice Rink								
				225.00	1	1.17	0.00	0.00	263.25	0.00	263.25
Mon	11/12/2018	5:50pm - 7:00pm	Ice Rink								
				225.00	1	1.17	0.00	0.00	263.25	0.00	263.25
Tue	11/13/2018	2:50pm - 4:40pm	Ice Rink								
				225.00	1	1.83	0.00	0.00	411.75	0.00	411.75
Tue	11/13/2018	4:50pm - 7:00pm	Ice Rink								
				225.00	1	2.17	0.00	0.00	488.25	0.00	488.25
Tue	11/13/2018	7:00pm - 9:00pm	Ice Rink								
				225.00	1	2.00	0.00	0.00	450.00	0.00	450.00
Wed	11/14/2018	3:00pm - 5:50pm	Ice Rink								
				225.00	1	2.83	0.00	0.00	636.75	0.00	636.75
Wed	11/14/2018	3:10pm - 4:40pm	Ice Rink								
				225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Thu	11/15/2018	3:10pm - 4:40pm	Ice Rink								
				225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Thu	11/15/2018	3:10pm - 4:10pm	Ice Rink								
				225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Fri	11/16/2018	3:10pm - 9:50pm	Ice Rink								
				225.00	1	6.67	0.00	0.00	1,500.75	0.00	1,500.75
Fri	11/16/2018	3:10pm - 4:10pm	Ice Rink								
				225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Fri	11/16/2018	6:30pm - 9:50pm	Ice Rink								
				225.00	1	3.33	0.00	0.00	749.25	0.00	749.25

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Sat	11/17/2018	7:00am - 10:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	15.00	0.00	0.00	3,375.00	0.00	3,375.00
Mon	11/19/2018	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Mon	11/19/2018	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Mon	11/19/2018	4:50pm - 5:50pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Mon	11/19/2018	6:00pm - 7:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Tue	11/20/2018	3:00pm - 4:30pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Tue	11/20/2018	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Tue	11/20/2018	4:40pm - 7:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	2.33	0.00	0.00	524.25	0.00	524.25
Tue	11/20/2018	7:00pm - 9:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	2.00	0.00	0.00	450.00	0.00	450.00
Wed	11/21/2018	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Wed	11/21/2018	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Wed	11/21/2018	4:50pm - 5:50pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Thu	11/22/2018	8:00am - 9:30am								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	100.00	1	1.50	0.00	0.00	150.00	0.00	150.00
Thu	11/22/2018	8:00am - 9:00am								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	100.00	1	1.00	0.00	0.00	100.00	0.00	100.00
Thu	11/22/2018	9:10am - 10:10am								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	100.00	1	1.00	0.00	0.00	100.00	0.00	100.00

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status: mulsod Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Thu	11/22/2018	9:40am - 11:10am	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	150.00					0.00	150.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						100.00	1	1.50	0.00	0.00	150.00		
Mon	11/26/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	337.50					0.00	337.50	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Mon	11/26/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Mon	11/26/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Mon	11/26/2018	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Tue	11/27/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	337.50					0.00	337.50	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Tue	11/27/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Tue	11/27/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Tue	11/27/2018	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Wed	11/28/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	337.50					0.00	337.50	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Wed	11/28/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Rink 2	337.50					0.00	337.50	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Wed	11/28/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Fri	11/30/2018	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	299.25					0.00	299.25	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.33	0.00	0.00	299.25		
Fri	11/30/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2	225.00					0.00	225.00	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Fri	11/30/2018	4:30pm - 5:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	186.75					0.00	186.75	
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	0.83	0.00	0.00	186.75		

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

				Burnsville Ice Ctr			Gary R. Harker Rink			
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
Fri	11/30/2018	5:30pm - 6:20pm	Ice Rink						186.75	0.00
										186.75
				225.00	1	0.83	0.00	0.00	186.75	
Sat	12/01/2018	12:30pm - 3:00pm	Ice Rink						562.50	0.00
										562.50
				225.00	1	2.50	0.00	0.00	562.50	
Sat	12/01/2018	3:00pm - 5:00pm	Ice Rink						450.00	0.00
										450.00
				225.00	1	2.00	0.00	0.00	450.00	
Mon	12/03/2018	3:10pm - 4:40pm	Ice Rink						337.50	0.00
										337.50
				225.00	1	1.50	0.00	0.00	337.50	
Mon	12/03/2018	3:10pm - 4:10pm	Ice Rink				Rink 2		225.00	0.00
										225.00
				225.00	1	1.00	0.00	0.00	225.00	
Mon	12/03/2018	4:50pm - 5:50pm	Ice Rink				Gary R. Harker Rink		225.00	0.00
										225.00
				225.00	1	1.00	0.00	0.00	225.00	
Mon	12/03/2018	6:00pm - 7:00pm	Ice Rink				Gary R. Harker Rink		225.00	0.00
										225.00
				225.00	1	1.00	0.00	0.00	225.00	
Tue	12/04/2018	4:30pm - 7:00pm	Ice Rink				Gary R. Harker Rink		562.50	0.00
										562.50
				225.00	1	2.50	0.00	0.00	562.50	
Tue	12/04/2018	7:00pm - 9:00pm	Ice Rink				Gary R. Harker Rink		450.00	0.00
										450.00
				225.00	1	2.00	0.00	0.00	450.00	
Wed	12/05/2018	3:10pm - 4:40pm	Ice Rink				Gary R. Harker Rink		337.50	0.00
										337.50
				225.00	1	1.50	0.00	0.00	337.50	
Wed	12/05/2018	3:10pm - 4:40pm	Ice Rink				Rink 2		337.50	0.00
										337.50
				225.00	1	1.50	0.00	0.00	337.50	
Wed	12/05/2018	4:50pm - 5:50pm	Ice Rink				Gary R. Harker Rink		225.00	0.00
										225.00
				225.00	1	1.00	0.00	0.00	225.00	
Thu	12/06/2018	3:10pm - 4:40pm	Ice Rink				Gary R. Harker Rink		337.50	0.00
										337.50
				225.00	1	1.50	0.00	0.00	337.50	
Thu	12/06/2018	3:10pm - 4:10pm	Ice Rink				Rink 2		225.00	0.00
										225.00
				225.00	1	1.00	0.00	0.00	225.00	
Fri	12/07/2018	3:00pm - 4:20pm	Ice Rink				Gary R. Harker Rink		299.25	0.00
										299.25
				225.00	1	1.33	0.00	0.00	299.25	

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Fri	12/07/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Fri	12/07/2018	4:30pm - 5:20pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	186.75	1	0.83	0.00	0.00	186.75	0.00	186.75
Fri	12/07/2018	5:30pm - 6:20pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	186.75	1	0.83	0.00	0.00	186.75	0.00	186.75
Mon	12/10/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	337.50	1	1.50	0.00	0.00	337.50	0.00	337.50
Mon	12/10/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Mon	12/10/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Mon	12/10/2018	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Tue	12/11/2018	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	299.25	1	1.33	0.00	0.00	299.25	0.00	299.25
Tue	12/11/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Tue	12/11/2018	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	562.50	1	2.50	0.00	0.00	562.50	0.00	562.50
Tue	12/11/2018	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	450.00	1	2.00	0.00	0.00	450.00	0.00	450.00
Wed	12/12/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	337.50	1	1.50	0.00	0.00	337.50	0.00	337.50
Wed	12/12/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2	337.50	1	1.50	0.00	0.00	337.50	0.00	337.50
Wed	12/12/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
Thu	12/13/2018	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink	299.25	1	1.33	0.00	0.00	299.25	0.00	299.25

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Facility	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	0.00	Total
Wed	12/19/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						225.00	0.00	225.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Thu	12/20/2018	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						337.50	0.00	337.50
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Thu	12/20/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2						225.00	0.00	225.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Fri	12/21/2018	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						299.25	0.00	299.25
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.33	0.00	0.00	299.25		
Fri	12/21/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2						225.00	0.00	225.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Fri	12/21/2018	4:30pm - 5:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						186.75	0.00	186.75
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	0.83	0.00	0.00	186.75		
Fri	12/21/2018	5:30pm - 6:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						186.75	0.00	186.75
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	0.83	0.00	0.00	186.75		
Wed	12/26/2018	9:00am - 10:30am	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						337.50	0.00	337.50
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Wed	12/26/2018	9:00am - 10:00am	Ice Rink	Burnsville Ice Ctr	Rink 2						225.00	0.00	225.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		
Wed	12/26/2018	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						562.50	0.00	562.50
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	2.50	0.00	0.00	562.50		
Wed	12/26/2018	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr	Rink 2						562.50	0.00	562.50
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	2.50	0.00	0.00	562.50		
Wed	12/26/2018	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						450.00	0.00	450.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	2.00	0.00	0.00	450.00		
Wed	12/26/2018	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr	Rink 2						450.00	0.00	450.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	2.00	0.00	0.00	450.00		
Thu	12/27/2018	9:00am - 10:30am	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						337.50	0.00	337.50
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.50	0.00	0.00	337.50		
Thu	12/27/2018	9:00am - 10:00am	Ice Rink	Burnsville Ice Ctr	Rink 2						225.00	0.00	225.00
						<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
						225.00	1	1.00	0.00	0.00	225.00		

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Thu	12/27/2018	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						562.50	0.00	562.50
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	2.50	0.00	0.00	562.50		
Thu	12/27/2018	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2						562.50	0.00	562.50
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	2.50	0.00	0.00	562.50		
Thu	12/27/2018	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						450.00	0.00	450.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	2.00	0.00	0.00	450.00		
Thu	12/27/2018	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2						450.00	0.00	450.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	2.00	0.00	0.00	450.00		
Fri	12/28/2018	8:30am - 9:30am	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						225.00	0.00	225.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Fri	12/28/2018	10:00am - 12:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						200.00	0.00	200.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	100.00	1	2.00	0.00	0.00	200.00		
Fri	12/28/2018	10:00am - 12:00pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2						200.00	0.00	200.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	100.00	1	2.00	0.00	0.00	200.00		
Fri	12/28/2018	12:00pm - 2:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						200.00	0.00	200.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	100.00	1	2.00	0.00	0.00	200.00		
Fri	12/28/2018	12:00pm - 2:00pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2						200.00	0.00	200.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	100.00	1	2.00	0.00	0.00	200.00		
Fri	12/28/2018	2:10pm - 3:40pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						337.50	0.00	337.50
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		
Mon	12/31/2018	9:00am - 10:20am	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						299.25	0.00	299.25
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.33	0.00	0.00	299.25		
Mon	12/31/2018	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr								
				Rink 2						225.00	0.00	225.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Mon	12/31/2018	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						225.00	0.00	225.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Mon	12/31/2018	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						225.00	0.00	225.00
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Tue	01/01/2019	9:00am - 10:30am	Ice Rink	Burnsville Ice Ctr								
				Gary R. Harker Rink						337.50	0.00	337.50
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>		
				Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Tue	01/01/2019	9:00am - 10:00am								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2								
		Fee Description	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
		Winter Prime Time Hourly Rate								
Tue	01/01/2019	10:10am - 11:10am								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2								
		Fee Description	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
		Winter Prime Time Hourly Rate								
Tue	01/01/2019	10:40am - 12:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
		Winter Prime Time Hourly Rate								
Wed	01/02/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
		Winter Prime Time Hourly Rate								
Wed	01/02/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2								
		Fee Description	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
		Winter Prime Time Hourly Rate								
Wed	01/02/2019	4:50pm - 5:50pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
		Winter Prime Time Hourly Rate								
Thu	01/03/2019	4:30pm - 7:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	2.50	0.00	0.00	562.50	0.00	562.50
		Winter Prime Time Hourly Rate								
Thu	01/03/2019	7:00pm - 9:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	2.00	0.00	0.00	450.00	0.00	450.00
		Winter Prime Time Hourly Rate								
Fri	01/04/2019	3:00pm - 4:20pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	1.33	0.00	0.00	299.25	0.00	299.25
		Winter Prime Time Hourly Rate								
Fri	01/04/2019	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2								
		Fee Description	225.00	1	1.00	0.00	0.00	225.00	0.00	225.00
		Winter Prime Time Hourly Rate								
Fri	01/04/2019	4:30pm - 5:20pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	0.83	0.00	0.00	186.75	0.00	186.75
		Winter Prime Time Hourly Rate								
Fri	01/04/2019	5:30pm - 6:20pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	0.83	0.00	0.00	186.75	0.00	186.75
		Winter Prime Time Hourly Rate								
Sat	01/05/2019	12:30pm - 3:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	2.50	0.00	0.00	562.50	0.00	562.50
		Winter Prime Time Hourly Rate								
Sat	01/05/2019	3:00pm - 5:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	2.00	0.00	0.00	450.00	0.00	450.00
		Winter Prime Time Hourly Rate								
Mon	01/07/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink								
		Fee Description	225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
		Winter Prime Time Hourly Rate								

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
Mon	01/07/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.00	0.00	0.00	225.00			
Mon	01/07/2019	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.00	0.00	0.00	225.00			
Mon	01/07/2019	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.00	0.00	0.00	225.00			
Tue	01/08/2019	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr							299.25	0.00	299.25
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.33	0.00	0.00	299.25			
Tue	01/08/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.00	0.00	0.00	225.00			
Tue	01/08/2019	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							562.50	0.00	562.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	2.50	0.00	0.00	562.50			
Tue	01/08/2019	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr							450.00	0.00	450.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	2.00	0.00	0.00	450.00			
Wed	01/09/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.50	0.00	0.00	337.50			
Wed	01/09/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.50	0.00	0.00	337.50			
Wed	01/09/2019	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.00	0.00	0.00	225.00			
Thu	01/10/2019	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr							299.25	0.00	299.25
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.33	0.00	0.00	299.25			
Thu	01/10/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.00	0.00	0.00	225.00			
Thu	01/10/2019	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							562.50	0.00	562.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	2.50	0.00	0.00	562.50			
Thu	01/10/2019	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr							450.00	0.00	450.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	2.00	0.00	0.00	450.00			
Fri	01/11/2019	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr							299.25	0.00	299.25
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					225.00	1	1.33	0.00	0.00	299.25			

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Wed	01/16/2019	4:50pm - 5:50pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		225.00	0.00	225.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00		
Thu	01/17/2019	3:10pm - 4:40pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		337.50	0.00	337.50
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50		
Thu	01/17/2019	3:10pm - 4:10pm	Ice Rink								
				Burnsville Ice Ctr			Rink 2		225.00	0.00	225.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00		
Fri	01/18/2019	3:00pm - 4:20pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		299.25	0.00	299.25
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.33	0.00	0.00	299.25		
Fri	01/18/2019	3:10pm - 4:10pm	Ice Rink								
				Burnsville Ice Ctr			Rink 2		225.00	0.00	225.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00		
Fri	01/18/2019	4:30pm - 5:20pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		186.75	0.00	186.75
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	0.83	0.00	0.00	186.75		
Fri	01/18/2019	5:30pm - 6:20pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		186.75	0.00	186.75
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	0.83	0.00	0.00	186.75		
Sat	01/19/2019	12:40pm - 3:00pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		524.25	0.00	524.25
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	2.33	0.00	0.00	524.25		
Sat	01/19/2019	3:00pm - 5:00pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		450.00	0.00	450.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	2.00	0.00	0.00	450.00		
Sat	01/19/2019	5:00pm - 7:00pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		450.00	0.00	450.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	2.00	0.00	0.00	450.00		
Sat	01/19/2019	7:00pm - 9:00pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		450.00	0.00	450.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	2.00	0.00	0.00	450.00		
Mon	01/21/2019	9:00am - 10:20am	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		299.25	0.00	299.25
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.33	0.00	0.00	299.25		
Mon	01/21/2019	3:10pm - 4:10pm	Ice Rink								
				Burnsville Ice Ctr			Rink 2		225.00	0.00	225.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00		
Mon	01/21/2019	4:50pm - 5:50pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		225.00	0.00	225.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00		
Mon	01/21/2019	6:00pm - 7:00pm	Ice Rink								
				Burnsville Ice Ctr			Gary R. Harker Rink		225.00	0.00	225.00
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
				Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00		

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Tue 01/22/2019	3:00pm - 4:20pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							299.25	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	1.33	0.00	0.00	299.25		299.25
Tue 01/22/2019	3:10pm - 4:10pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							225.00	0.00
	Winter Prime Time Hourly Rate	Rink 2	225.00	1	1.00	0.00	0.00	225.00		225.00
Tue 01/22/2019	4:30pm - 7:00pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							562.50	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	2.50	0.00	0.00	562.50		562.50
Tue 01/22/2019	7:00pm - 9:00pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							450.00	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	2.00	0.00	0.00	450.00		450.00
Wed 01/23/2019	3:10pm - 4:40pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							337.50	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	1.50	0.00	0.00	337.50		337.50
Wed 01/23/2019	3:10pm - 4:40pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							337.50	0.00
	Winter Prime Time Hourly Rate	Rink 2	225.00	1	1.50	0.00	0.00	337.50		337.50
Wed 01/23/2019	4:50pm - 5:50pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							225.00	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	1.00	0.00	0.00	225.00		225.00
Thu 01/24/2019	3:00pm - 4:20pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							299.25	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	1.33	0.00	0.00	299.25		299.25
Thu 01/24/2019	3:10pm - 4:10pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							225.00	0.00
	Winter Prime Time Hourly Rate	Rink 2	225.00	1	1.00	0.00	0.00	225.00		225.00
Thu 01/24/2019	4:30pm - 7:00pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							562.50	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	2.50	0.00	0.00	562.50		562.50
Thu 01/24/2019	7:00pm - 9:00pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							450.00	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	2.00	0.00	0.00	450.00		450.00
Fri 01/25/2019	3:00pm - 4:20pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							299.25	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	1.33	0.00	0.00	299.25		299.25
Fri 01/25/2019	3:10pm - 4:10pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							225.00	0.00
	Winter Prime Time Hourly Rate	Rink 2	225.00	1	1.00	0.00	0.00	225.00		225.00
Fri 01/25/2019	4:30pm - 5:20pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							186.75	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	0.83	0.00	0.00	186.75		186.75
Fri 01/25/2019	5:30pm - 6:20pm	Ice Rink								
	Fee Description	Burnsville Ice Ctr							186.75	0.00
	Winter Prime Time Hourly Rate	Gary R. Harker Rink	225.00	1	0.83	0.00	0.00	186.75		186.75

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
Mon	01/28/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.50	0.00	0.00	337.50			
Mon	01/28/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.00	0.00	0.00	225.00			
Mon	01/28/2019	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.00	0.00	0.00	225.00			
Mon	01/28/2019	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.00	0.00	0.00	225.00			
Tue	01/29/2019	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr							299.25	0.00	299.25
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.33	0.00	0.00	299.25			
Tue	01/29/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.00	0.00	0.00	225.00			
Tue	01/29/2019	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							562.50	0.00	562.50
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	2.50	0.00	0.00	562.50			
Tue	01/29/2019	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr							450.00	0.00	450.00
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	2.00	0.00	0.00	450.00			
Wed	01/30/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.50	0.00	0.00	337.50			
Wed	01/30/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Rink 2									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.50	0.00	0.00	337.50			
Wed	01/30/2019	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.00	0.00	0.00	225.00			
Thu	01/31/2019	3:00pm - 4:20pm	Ice Rink	Burnsville Ice Ctr							299.25	0.00	299.25
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.33	0.00	0.00	299.25			
Thu	01/31/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	1.00	0.00	0.00	225.00			
Thu	01/31/2019	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							562.50	0.00	562.50
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	2.50	0.00	0.00	562.50			
Thu	01/31/2019	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr							450.00	0.00	450.00
				Gary R. Harker Rink									
					<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>			
					225.00	1	2.00	0.00	0.00	450.00			

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Fri	02/01/2019	3:00pm - 4:20pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		299.25	0.00	299.25
		Winter Prime Time Hourly Rate	225.00	1	1.33	0.00	0.00	299.25		
Fri	02/01/2019	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Rink 2		225.00	0.00	225.00
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Fri	02/01/2019	4:30pm - 5:20pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		186.75	0.00	186.75
		Winter Prime Time Hourly Rate	225.00	1	0.83	0.00	0.00	186.75		
Fri	02/01/2019	5:30pm - 6:20pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		186.75	0.00	186.75
		Winter Prime Time Hourly Rate	225.00	1	0.83	0.00	0.00	186.75		
Sat	02/02/2019	12:40pm - 3:00pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		524.25	0.00	524.25
		Winter Prime Time Hourly Rate	225.00	1	2.33	0.00	0.00	524.25		
Sat	02/02/2019	3:00pm - 5:00pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		450.00	0.00	450.00
		Winter Prime Time Hourly Rate	225.00	1	2.00	0.00	0.00	450.00		
Sat	02/02/2019	5:00pm - 7:00pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		450.00	0.00	450.00
		Winter Prime Time Hourly Rate	225.00	1	2.00	0.00	0.00	450.00		
Sat	02/02/2019	7:00pm - 9:00pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		450.00	0.00	450.00
		Winter Prime Time Hourly Rate	225.00	1	2.00	0.00	0.00	450.00		
Mon	02/04/2019	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Rink 2		225.00	0.00	225.00
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Mon	02/04/2019	3:40pm - 5:10pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		337.50	0.00	337.50
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		
Tue	02/05/2019	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		337.50	0.00	337.50
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		
Tue	02/05/2019	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Rink 2		225.00	0.00	225.00
		Winter Prime Time Hourly Rate	225.00	1	1.00	0.00	0.00	225.00		
Wed	02/06/2019	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Rink 2		337.50	0.00	337.50
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		
Wed	02/06/2019	3:40pm - 5:10pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		337.50	0.00	337.50
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		
Thu	02/07/2019	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description	Burnsville Ice Ctr			Gary R. Harker Rink		337.50	0.00	337.50
		Winter Prime Time Hourly Rate	225.00	1	1.50	0.00	0.00	337.50		

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
Thu	02/07/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Fri	02/08/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50			
Fri	02/08/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Fri	02/08/2019	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Mon	02/11/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50			
Mon	02/11/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Mon	02/11/2019	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Mon	02/11/2019	6:00pm - 7:00pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Tue	02/12/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50			
Tue	02/12/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Wed	02/13/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50			
Wed	02/13/2019	3:30pm - 4:30pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Thu	02/14/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50			
Thu	02/14/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr							225.00	0.00	225.00
				Rink 2									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.00	0.00	0.00	225.00			
Fri	02/15/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr							337.50	0.00	337.50
				Gary R. Harker Rink									
					Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
					Winter Prime Time Hourly Rate	1	1.50	0.00	0.00	337.50			

100 Civic Center Parkway
Burnsville, MN 55337

Household Reservation Contract

Burnsville High School Hockey
600 East Highway 13
Burnsville, MN 55337

Contract #: 55041
Date: 03/26/2018
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Mon	03/04/2019	3:10pm - 4:40pm	Ice Rink								
				225.00	1	1.50	0.00	0.00	337.50	0.00	337.50
Tue	03/05/2019	3:10pm - 4:40pm	Ice Rink								
				225.00	1	1.50	0.00	0.00	337.50	0.00	337.50

Totals For Burnsville High School Hockey		Contract # 55041:							
RESERVATION LINES:	271	DEPOSIT CHARGED:	0.00	FEES CHARGED:	89,506.75	TOTAL CHARGED:		89,506.75	
RESERVATION HOURS:	405.03	DEPOSIT PAID:	0.00	FEES PAID:	0.00	TOTAL PAID:		0.00	
		DEPOSIT DUE:	0.00	FEES DUE:	89,506.75	TOTAL DUE:		89,506.75	



Future Ready. Community Strong.

**Agenda V.E.
August 09, 2018**

To: Board of Education
Cynthia Amoroso, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: July 27, 2018

Re: Authorize Contracts for Solar Arrays Expansion on Four Buildings

Recommendation:

That the Board of Education Authorize the Executive Director of Business Services to execute contracts related to the expansion of Solar Rewards 20 kW Solar arrays for Burnsville High School, Marion Savage Elementary, Sioux Trail Elementary, and Cedar Alternative School as they are determined eligible.

Late 2017 and early 2018 we have had 20 kW solar arrays placed on the top of five schools as part of the Solar Rewards program operated and maintained by iDeal Energies. Chris Psihos and his team had met with the Board on June 8, 2017 workshop to discuss the details of the original plan. The Board approved the 2017 program on June 22, 2017 and installation was made by the end of February 2018.

Attached to this agenda is an Executive Summary of our results to date. Due to Legislation passed in the spring of 2018, we have the opportunity to expand the Xcel Energy's Solar Rewards Program to the new maximum system size of 40kW. We have 20kW arrays and would be adding an additional 20kW arrays. We will work to assure that the additional projects are evaluated structurally.

Contracts would be similar with a few slight adjustments to the program to accommodate 2018 Tax Reform and the 2018 Solar Tariff imposing a 30% increase in the cost of panels. The 2018 program is identical to the 2017 program with the following adjustments:

1. Reduced energy production from 1200 kWh/kW DC to 1175 kWh/kWDC
2. Reduced utility escalation from 5% to 4.5%
3. Reduced % energy savings from 25% to 20%
4. Extended put/call term one year from 12 to 13
5. Reduction in estimated call from \$8,100 to \$5,013

Copies of the new 2018 Capital Lease program and previous 2017 Capital Lease program are attached for your comparison.

We continue to believe we have a unique opportunity with our existing after school programs and Pathways to introduce the many aspects of solar energy to our students to both generate excitement and desire to learn more of alternative energies. Discussions of curriculum writing and review and how we may incorporate this into our curriculum have begun. This potential educational opportunity for our students and the net savings of energy costs are the reasons behind my recommendation to the board of education to approve the contracts necessary to continue the structural engineering exploration of the building sites and subsequent action to complete installation of additional solar arrays on the rooftops of up to four of our school sites, all within the Xcel Energy service.

Please let me know if you have any further questions.

Copies attached are:
Executive Summary
Solar Rewards 2017 Capital Lease and
Solar Rewards 2018 Capital Lease.

Executive Summary

ISD - 191 Burnsville School District

PROJECT SUMMARY

YEAR TO DATE

Burnsville High School

20 kW & 40 kW arrays

START DATE: 2/14

Marion Savage Elementary

20 kW & 40 kW arrays

START DATE: 1/09

Sioux Trail Elementary

20 kW array

START DATE: 1/1

Cedar Alternative Center

20 kW array

START DATE: 1/3

River Ridge Education Center

20 kW array

START DATE: 1/1

EVERY DOLLAR COUNTS

District-owned, Day 1

\$0 Down

Net Energy Savings
Every Year

100% free energy
after year 13

Operated & maintained
by iDEAL Energies

At the end of 2017, iDEAL Energies partnered with ISD-191 to install 7 solar arrays on 5 schools throughout the District. Each project was completed in a timely and professional manner, with no disturbance to the site and no interference with school functions.

iDEAL coordinated comprehensive engineering studies to ensure the long-term integrity of the roofs, while also making sure the roof warranties were not compromised. We continue to monitor the systems and we are responsive to any issues that arise that may impact the performance of the arrays.

YOUR SYSTEMS ARE PRODUCING SAVINGS AS EXPECTED

We base our forecasts on historical data from over 220 other projects with similar technical specs. In the seven months since your arrays have been active, four of those months were covered in snow. Energy production varies with the sun so naturally, the prolonged winter kept your arrays from producing at full capacity. This is why we use conservative numbers when estimating production. Since savings are a function of what you produce, you are still able to generate sizeable savings even when your arrays are not producing at capacity.

CURRENT OPPORTUNITY

Due in large part to our efforts at the Legislature, Xcel Energy's Solar Rewards Program has been amended to increase the max system size from 20 kW to 40 kW.

This gives you the opportunity to install an additional 20 kW on the existing 20 kW systems currently operating. This increases the current energy production and the utility bill savings for the district by 44%.

THE FOLLOWING SCHOOLS ARE ELIGIBLE FOR ADDITIONAL 20 kW SOLAR ARRAY SYSTEMS:

- » Burnsville High School
- » Marion Savage Elementary
- » Sioux Trail Elementary
- » Cedar Alternative School

Existing Solar Arrays	180 kW
Additional Solar Opportunities	80 kW
POTENTIAL SYSTEM SIZE TOTAL	260 kW



A GREEN² OPPORTUNITY

Make Money. Save the Planet.

Cashflow Summary

Capital Lease - Solar for Minnesota Schools, Non-Profit Organizations & Business Organizations

Xcel Solar Rewards
General Service Rate Plan

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)





iDEAL Energies Deliverables - A Turnkey Service

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)

Xcel Solar Rewards
General Service Rate Plan

Project Task & Deliverables

- Solar Survey
- Site Electrical Systems Review
- System Layout and Electrical Engineering
- Structural Engineering & Analytical Testing (review of roof / soil adequacy to support the system)
- Rebate Application, Procurement, and Processing Fees, if any
- Utility Interconnection Agreement(s)
- Solar Array Equipment
- Solar Array Installation
- Electrical Connection – connect system to your building's electrical switchgear
- System monitoring equipment and software for web based monitoring
- Building Permit & Inspection
- Electrical Permit & Inspection
- Project Management
- Training
- Start-up
- Solar Array Supporting Documentation
- Federal Tax Credit Documentation
- All Other Required Deliverables

System Cost

\$

81,500

Solar Array Technical Information

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)

Xcel Solar Rewards
General Service Rate Plan

Solar Array Specification (Typical)

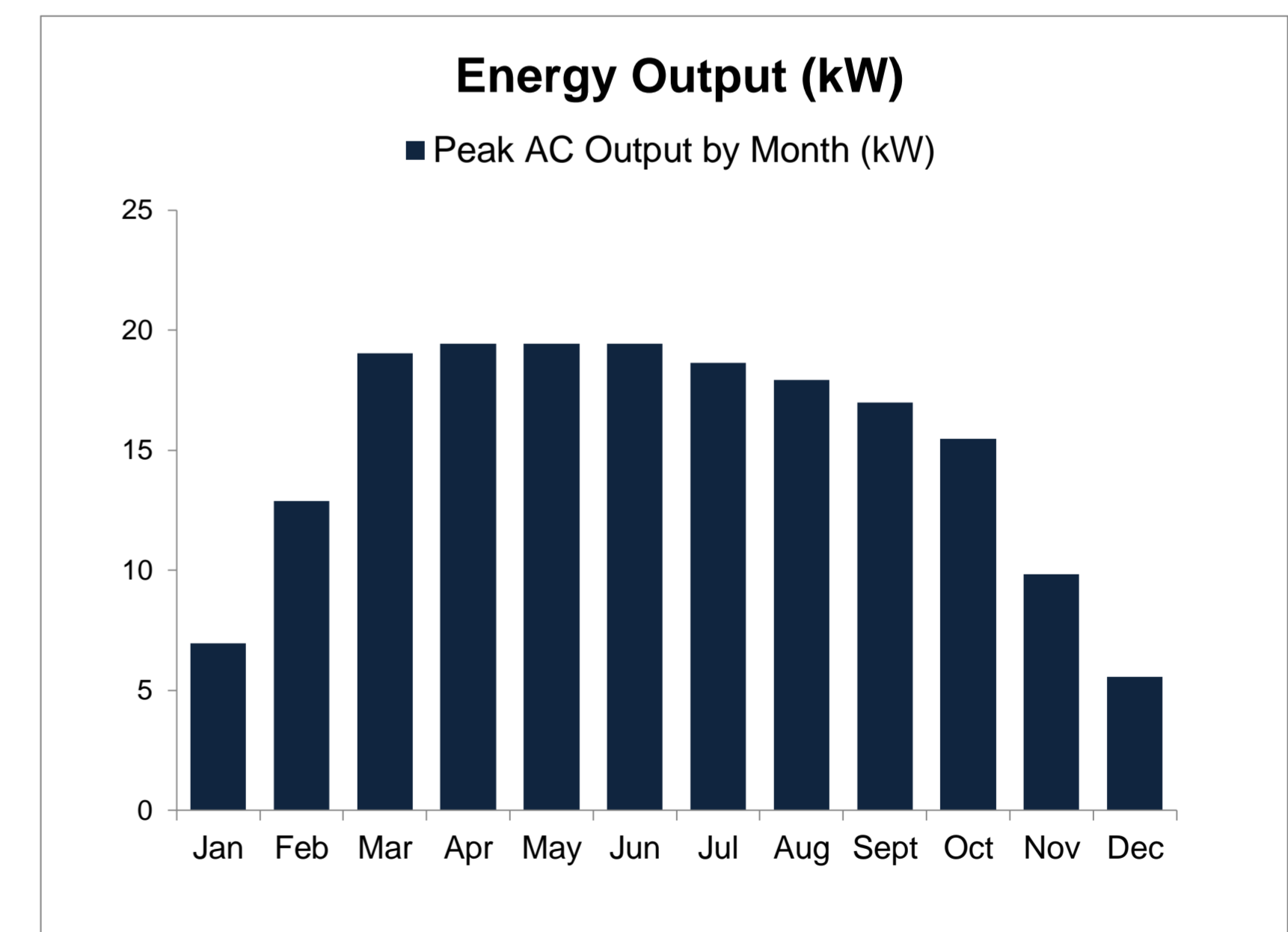
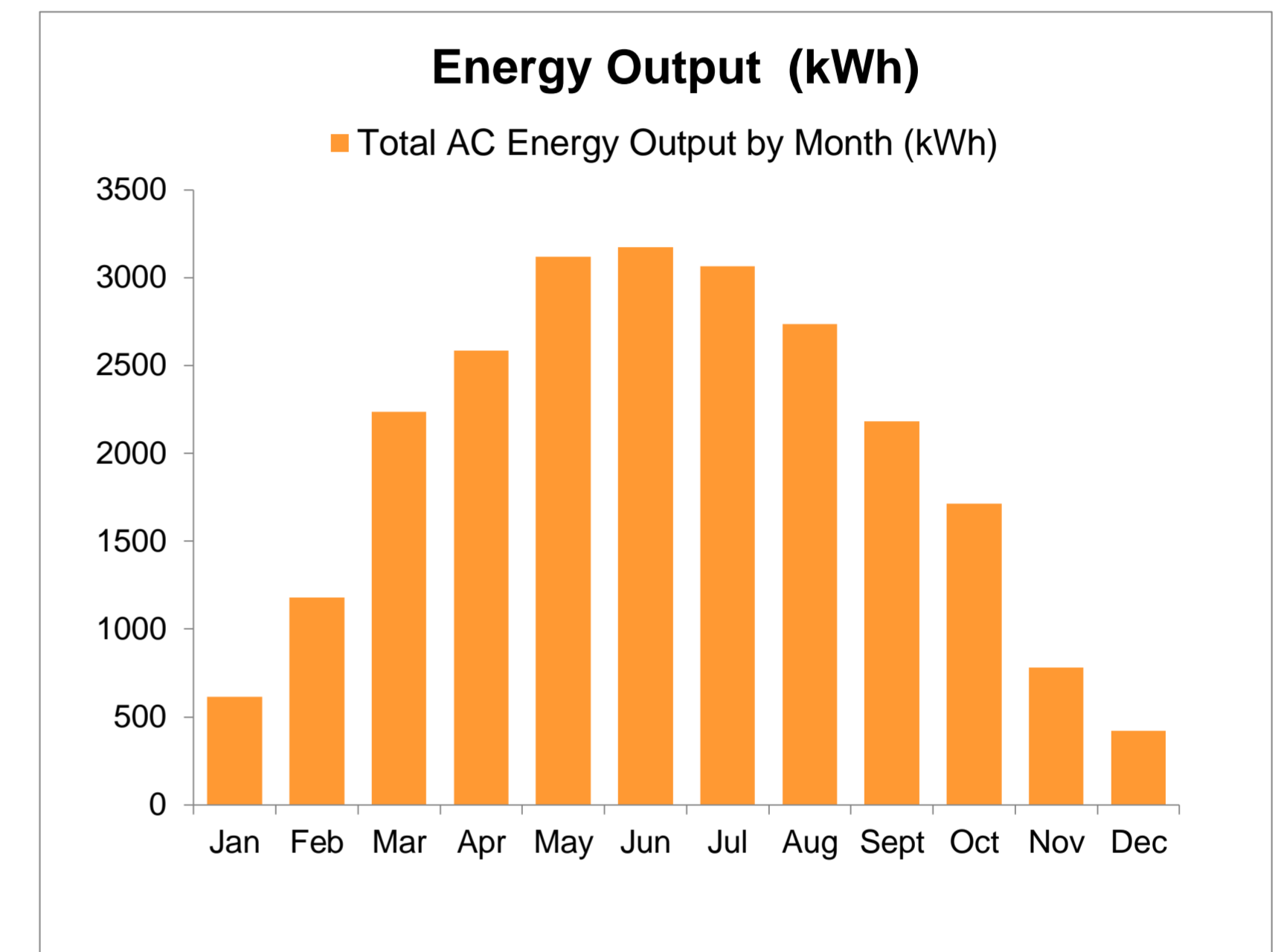
System Size (kW DC)	19.84
Inversion Ratio (DC / AC)	0.99
Maximum AC Output of Inverters (AC KW)	20.1
Maximum Peak AC Output including AC line losses (kW)	19.4
Expected Energy Production (kWh/kW DC)	1200
Expected Energy Production (kWh/Year)	23808

Expected Solar Array Production (kWh)

Typical Solar Array Energy Production (kWh) using NREL modeling, Helioscope or PV Syst modelling tools with average adjusted historical weather conditions in Minneapolis, MN using TMY3 Weather Data. <http://www.nrel.gov> Estimated performance is based on information including but not limited to the equipment used, the solar array's kW DC size, AC/DC line losses, standard rectangular configuration, and the array pointing due south. Your System's energy production will vary with actual equipment, layout and weather conditions. Expected Energy Production above does not include annual degradation in solar panel DC output.

Expected Energy Production

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Total AC Energy Output by Month (kWh)	616	1179	2238	2584	3119	3173	3065	2735	2183	1715	782	420	23808
Peak AC Output by Month (kW)	7	13	19	19	19	19	19	18	17	15	10	6	
	2.6%	5.0%	9.4%	10.9%	13.1%	13.3%	12.9%	11.5%	9.2%	7.2%	3.3%	1.8%	100%
	35.8%	66.3%	97.9%	100.0%	100.0%	100.0%	95.9%	92.1%	87.3%	79.6%	50.6%	28.6%	



Utility Bill Savings

Net Metering - Energy and Demand Charge Savings

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)

Xcel Solar Rewards
General Service Rate Plan

System Sizing & Energy Assumptions	
Solar system size (kW DC)	19.84
Year 1 system production (kWh/year)	23808
Year 1 degradation - reduction in kWh output (% / year)	3.00%
Year 2+ degradation - reduction in kWh output (% / year)	0.50%
Ten year average increase in utility costs (% / year)	5.00%

Energy Expense Savings (kWh) - Energy Reduction	
Utility Billing Plan	General Service Rate Plan A14
Year 1 annual energy expense savings (\$)	\$ 1,684
Year 1 utility cost (\$ / kWh)	\$ 0.0707

Demand Expense Savings (kW) - Demand Reduction	
Peak AC output available for reducing demand (kW)	19.45
Estimated AC output that reduces demand charges (%)	25%
Year 1 demand reduction realized (kW AC)	4.9
Year 1 average demand charge cost (\$ / kW)	\$ 13.87
Year 1 annual demand charge savings (\$)	\$ 809
Year 1 demand charge savings per kWh (\$ / kWh)	\$ 0.0340

Combined Energy & Demand Expense Savings	
Year 1 energy charge expense utility bill savings (\$/kWh)	\$ 0.0707
Year 1 demand charge expense utility bill savings (\$/kWh)	\$ 0.0340
Year 1 combined utility bill expense savings (\$/kWh)	\$ 0.1047

For documentation on the above assumptions, please refer to the product information documents and support documents available from your iDEAL salesperson. If you would like to use different assumptions, please ask.

Utility Bill Savings					
Year	Electricity Produced (kWh/year)	Annual Savings		Total Savings	
		Energy Expense Savings (\$/year)	Demand Expense Savings (\$/year)	Annual Savings (\$)	Cumulative Annual Savings (\$)
1	23808	\$ 1,684	\$ 809	\$ 2,493	\$ 2,493
2	23094	\$ 1,715	\$ 824	\$ 2,540	\$ 5,033
3	22978	\$ 1,792	\$ 861	\$ 2,653	\$ 7,686
4	22863	\$ 1,872	\$ 900	\$ 2,772	\$ 10,458
5	22749	\$ 1,956	\$ 940	\$ 2,896	\$ 13,354
6	22635	\$ 2,044	\$ 982	\$ 3,026	\$ 16,380
7	22522	\$ 2,135	\$ 1,026	\$ 3,161	\$ 19,541
8	22410	\$ 2,231	\$ 1,072	\$ 3,303	\$ 22,844
9	22298	\$ 2,330	\$ 1,120	\$ 3,450	\$ 26,294
10	22186	\$ 2,435	\$ 1,170	\$ 3,605	\$ 29,899
11	22075	\$ 2,544	\$ 1,222	\$ 3,766	\$ 33,665
12	21965	\$ 2,658	\$ 1,277	\$ 3,935	\$ 37,599
13	21855	\$ 2,776	\$ 1,334	\$ 4,111	\$ 41,710
14	21746	\$ 2,901	\$ 1,394	\$ 4,295	\$ 46,004
15	21637	\$ 3,030	\$ 1,456	\$ 4,487	\$ 50,491
16	21529	\$ 3,166	\$ 1,521	\$ 4,688	\$ 55,179
17	21421	\$ 3,308	\$ 1,590	\$ 4,897	\$ 60,076
18	21314	\$ 3,456	\$ 1,661	\$ 5,116	\$ 65,192
19	21207	\$ 3,610	\$ 1,735	\$ 5,345	\$ 70,538
20	21101	\$ 3,772	\$ 1,813	\$ 5,585	\$ 76,122
21	20996	\$ 3,941	\$ 1,894	\$ 5,835	\$ 81,957
22	20891	\$ 4,117	\$ 1,978	\$ 6,096	\$ 88,053
23	20786	\$ 4,301	\$ 2,067	\$ 6,368	\$ 94,421
24	20682	\$ 4,494	\$ 2,159	\$ 6,653	\$ 101,074
25	20579	\$ 4,695	\$ 2,256	\$ 6,951	\$ 108,026
26	20476	\$ 4,905	\$ 2,357	\$ 7,262	\$ 115,288
27	20374	\$ 5,125	\$ 2,463	\$ 7,587	\$ 122,875
28	20272	\$ 5,354	\$ 2,573	\$ 7,927	\$ 130,802
29	20171	\$ 5,594	\$ 2,688	\$ 8,281	\$ 139,083
30	20070	\$ 5,844	\$ 2,808	\$ 8,652	\$ 147,735
31	19969	\$ 6,105	\$ 2,934	\$ 9,039	\$ 156,774
32	19870	\$ 6,379	\$ 3,065	\$ 9,444	\$ 166,218
33	19770	\$ 6,664	\$ 3,202	\$ 9,866	\$ 176,084
34	19671	\$ 6,962	\$ 3,346	\$ 10,308	\$ 186,392
35	19573	\$ 7,274	\$ 3,495	\$ 10,769	\$ 197,161
36	19475	\$ 7,599	\$ 3,652	\$ 11,251	\$ 208,412
37	19378	\$ 7,939	\$ 3,815	\$ 11,754	\$ 220,167
38	19281	\$ 8,295	\$ 3,986	\$ 12,281	\$ 232,447
39	19184	\$ 8,666	\$ 4,164	\$ 12,830	\$ 245,277
40	19088	\$ 9,054	\$ 4,351	\$ 13,404	\$ 258,681



Capital Lease Financing Summary

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)

Xcel Solar Rewards
General Service Rate Plan

Utility Expense Savings with the Solar Array

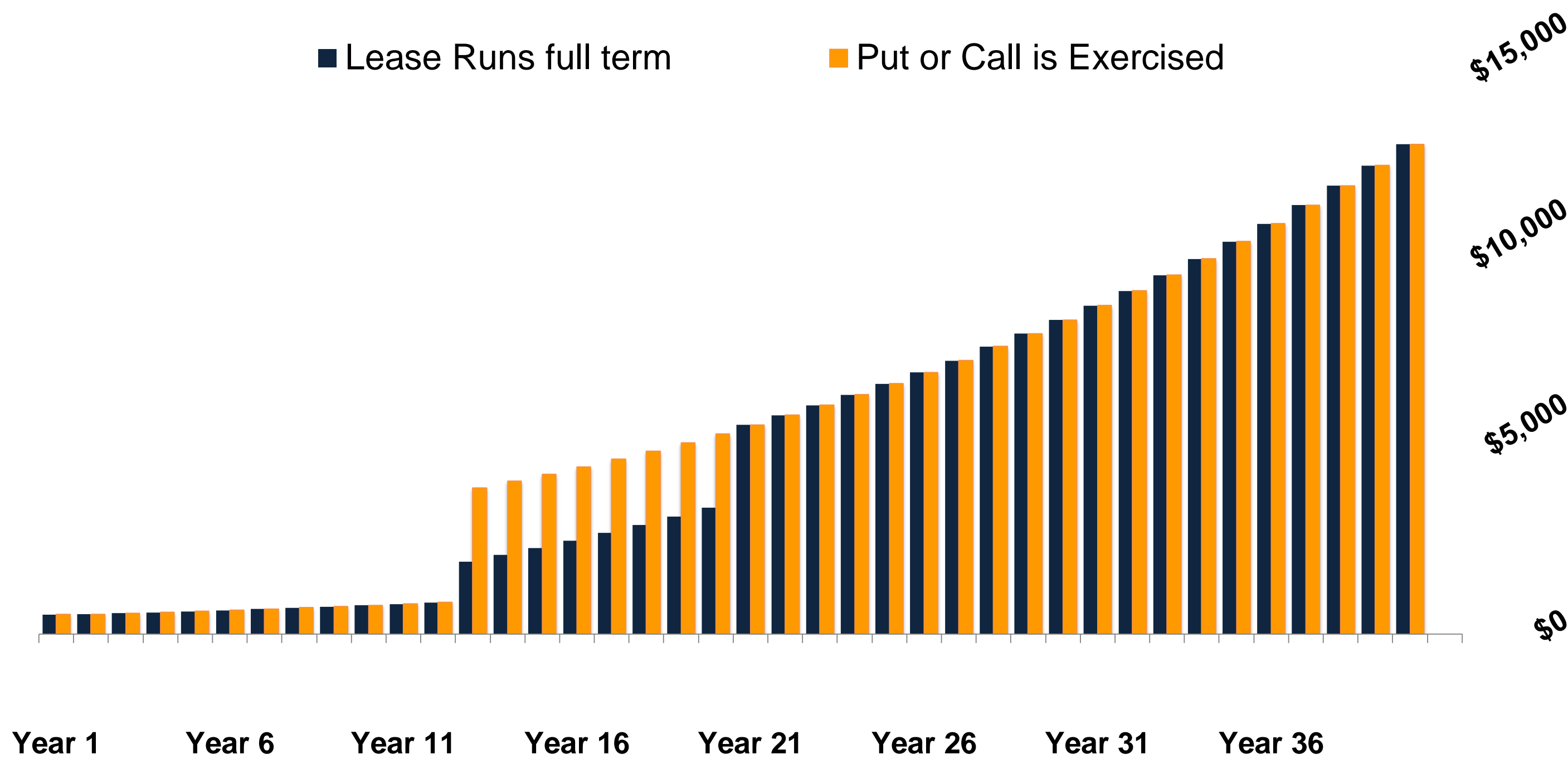
Year	Utility Bill Expense Savings (Utility bill expense avoidance)	Green Sky Utility Bill Expense		Green Sky Utility Bill Expense Savings	
		Lease Runs Full Term (Power Purchase Expense)	Put or Call is Exercised (Power Purchase Expense)	Put or Call is Exercised (Annual Utility Bill Expense Savings)	Put or Call is Exercised Equivalent PPA Rate (\$/kWh)
1	\$2,493	\$1,870	\$1,870	\$623	\$0.0786
2	\$2,540	\$1,905	\$1,905	\$635	\$0.0825
3	\$2,653	\$1,990	\$1,990	\$663	\$0.0866
4	\$2,772	\$2,079	\$2,079	\$693	\$0.0909
5	\$2,896	\$2,172	\$2,172	\$724	\$0.0955
6	\$3,026	\$2,269	\$2,269	\$756	\$0.1003
7	\$3,161	\$2,371	\$2,371	\$790	\$0.1053
8	\$3,303	\$2,477	\$2,477	\$826	\$0.1105
9	\$3,450	\$2,588	\$2,588	\$863	\$0.1161
10	\$3,605	\$2,704	\$2,704	\$901	\$0.1219
11	\$3,766	\$2,825	\$2,825	\$942	\$0.1280
12	\$3,935	\$2,951	\$2,951	\$984	\$0.1343
13	\$4,111	\$1,980	\$1,980	\$4,111	\$0.0906
14	\$4,295	\$1,980	\$1,980	\$4,295	\$0.0911
15	\$4,487	\$1,980	\$1,980	\$4,487	\$0.0915
16	\$4,688	\$1,980	\$1,980	\$4,688	\$0.0920
17	\$4,897	\$1,980	\$1,980	\$4,897	\$0.0924
18	\$5,116	\$1,980	\$1,980	\$5,116	\$0.0929
19	\$5,345	\$1,980	\$1,980	\$5,345	\$0.0934
20	\$5,585	\$1,980	\$1,980	\$5,585	\$0.0938
Total	\$76,122	\$44,039	\$28,199	\$47,923	

Assuming that the **20** year lease is terminated early by the put or call after year **12** you will receive approximately... **25.0%** Utility Bill Expense Savings during years **1 to 12**

Assuming an Average Annual Utility Expense Escalation of **5.00%**

Thereafter, you will receive **ALL** of the **ENERGY** generated from the solar array for **FREE!**

Total Annual Energy Expense Savings



The **orange bars** extending above the **dark blue bars** represent the **Total Additional Annual Energy Expense Savings Achieved** when the Put or Call is used to terminate the Lease early



Capital Lease - 40 Year Customer Cash Flow Example - Net Metering Utility Bill Savings

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)

Xcel Solar Rewards
General Service Rate Plan

Year	Customer's Utility Savings and Rent Income		
	Utility Bill Savings	Rent Revenue	Total Annual Customer Revenue
Year 1	\$ 2,493	\$ 50	\$ 2,543
Year 2	\$ 2,540	\$ 50	\$ 2,590
Year 3	\$ 2,653	\$ 50	\$ 2,703
Year 4	\$ 2,772	\$ 50	\$ 2,822
Year 5	\$ 2,896	\$ 50	\$ 2,946
Year 6	\$ 3,026	\$ 50	\$ 3,076
Year 7	\$ 3,161	\$ 50	\$ 3,211
Year 8	\$ 3,303	\$ 50	\$ 3,353
Year 9	\$ 3,450	\$ 50	\$ 3,500
Year 10	\$ 3,605	\$ 50	\$ 3,655
Year 11	\$ 3,766	\$ 50	\$ 3,816
Year 12	\$ 3,935	\$ 50	\$ 3,985
Year 13	\$ 4,111	\$ -	\$ 4,111
Year 14	\$ 4,295	\$ -	\$ 4,295
Year 15	\$ 4,487	\$ -	\$ 4,487
Year 16	\$ 4,688	\$ -	\$ 4,688
Year 17	\$ 4,897	\$ -	\$ 4,897
Year 18	\$ 5,116	\$ -	\$ 5,116
Year 19	\$ 5,345	\$ -	\$ 5,345
Year 20	\$ 5,585	\$ -	\$ 5,585
Year 21	\$ 5,835	\$ -	\$ 5,835
Year 22	\$ 6,096	\$ -	\$ 6,096
Year 23	\$ 6,368	\$ -	\$ 6,368
Year 24	\$ 6,653	\$ -	\$ 6,653
Year 25	\$ 6,951	\$ -	\$ 6,951
Year 26	\$ 7,262	\$ -	\$ 7,262
Year 27	\$ 7,587	\$ -	\$ 7,587
Year 28	\$ 7,927	\$ -	\$ 7,927
Year 29	\$ 8,281	\$ -	\$ 8,281
Year 30	\$ 8,652	\$ -	\$ 8,652
Year 31	\$ 9,039	\$ -	\$ 9,039
Year 32	\$ 9,444	\$ -	\$ 9,444
Year 33	\$ 9,866	\$ -	\$ 9,866
Year 34	\$ 10,308	\$ -	\$ 10,308
Year 35	\$ 10,769	\$ -	\$ 10,769
Year 36	\$ 11,251	\$ -	\$ 11,251
Year 37	\$ 11,754	\$ -	\$ 11,754
Year 38	\$ 12,281	\$ -	\$ 12,281
Year 39	\$ 12,830	\$ -	\$ 12,830
Year 40	\$ 13,404	\$ -	\$ 13,404
TOTAL	\$ 259,681	\$ 600	\$ 259,281

Customer's Expenses		
Energy Payment to GreenSky (subject to sales tax)	Insurance Expense & Utility Fees	Total Annual Expenses
\$ (1,870)	\$ (150)	\$ (2,020)
\$ (1,905)	\$ (153)	\$ (2,058)
\$ (1,990)	\$ (156)	\$ (2,146)
\$ (2,079)	\$ (159)	\$ (2,238)
\$ (2,172)	\$ (162)	\$ (2,334)
\$ (2,269)	\$ (166)	\$ (2,435)
\$ (2,371)	\$ (169)	\$ (2,540)
\$ (2,477)	\$ (172)	\$ (2,649)
\$ (2,588)	\$ (176)	\$ (2,763)
\$ (2,704)	\$ (179)	\$ (2,883)
\$ (2,825)	\$ (183)	\$ (3,007)
\$ (2,951)	\$ (187)	\$ (3,137)
\$ -	\$ (190)	\$ (190)
\$ -	\$ (194)	\$ (194)
\$ -	\$ (198)	\$ (198)
\$ -	\$ (202)	\$ (202)
\$ -	\$ (206)	\$ (206)
\$ -	\$ (210)	\$ (210)
\$ -	\$ (214)	\$ (214)
\$ -	\$ (219)	\$ (219)
\$ -	\$ (223)	\$ (223)
\$ -	\$ (227)	\$ (227)
\$ -	\$ (232)	\$ (232)
\$ -	\$ (237)	\$ (237)
\$ -	\$ (241)	\$ (241)
\$ -	\$ (246)	\$ (246)
\$ -	\$ (251)	\$ (251)
\$ -	\$ (219)	\$ (219)
\$ -	\$ (223)	\$ (223)
\$ -	\$ (227)	\$ (227)
\$ -	\$ (232)	\$ (232)
\$ -	\$ (237)	\$ (237)
\$ -	\$ (241)	\$ (241)
\$ -	\$ (246)	\$ (246)
\$ -	\$ (241)	\$ (241)
\$ -	\$ (246)	\$ (246)
\$ -	\$ (241)	\$ (241)
\$ -	\$ (246)	\$ (246)
\$ -	\$ (251)	\$ (251)
\$ -	\$ (256)	\$ (256)
\$ -	\$ (261)	\$ (261)
\$ -	\$ (266)	\$ (266)
\$ (28,199)	\$ (8,448)	\$ (36,648)

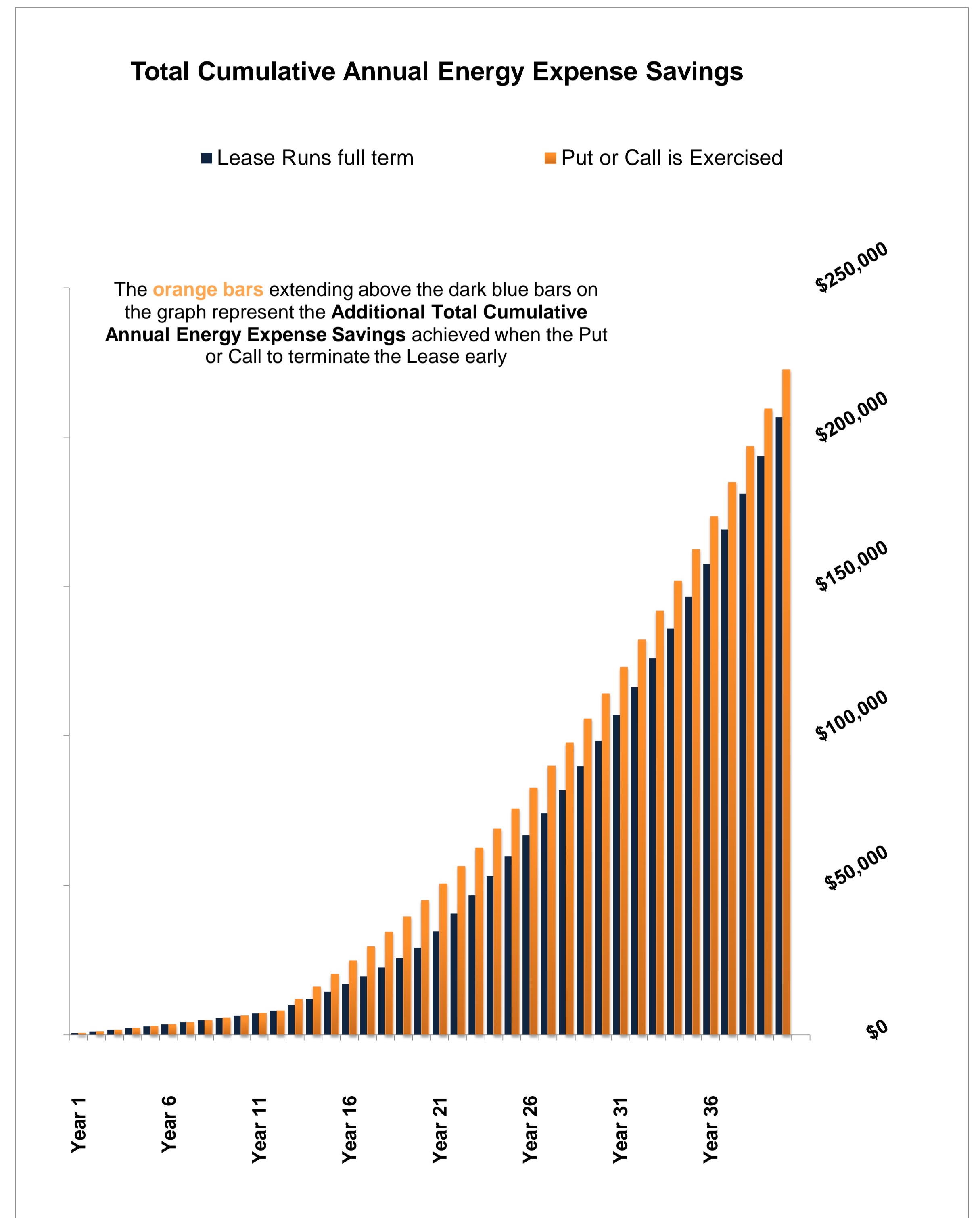
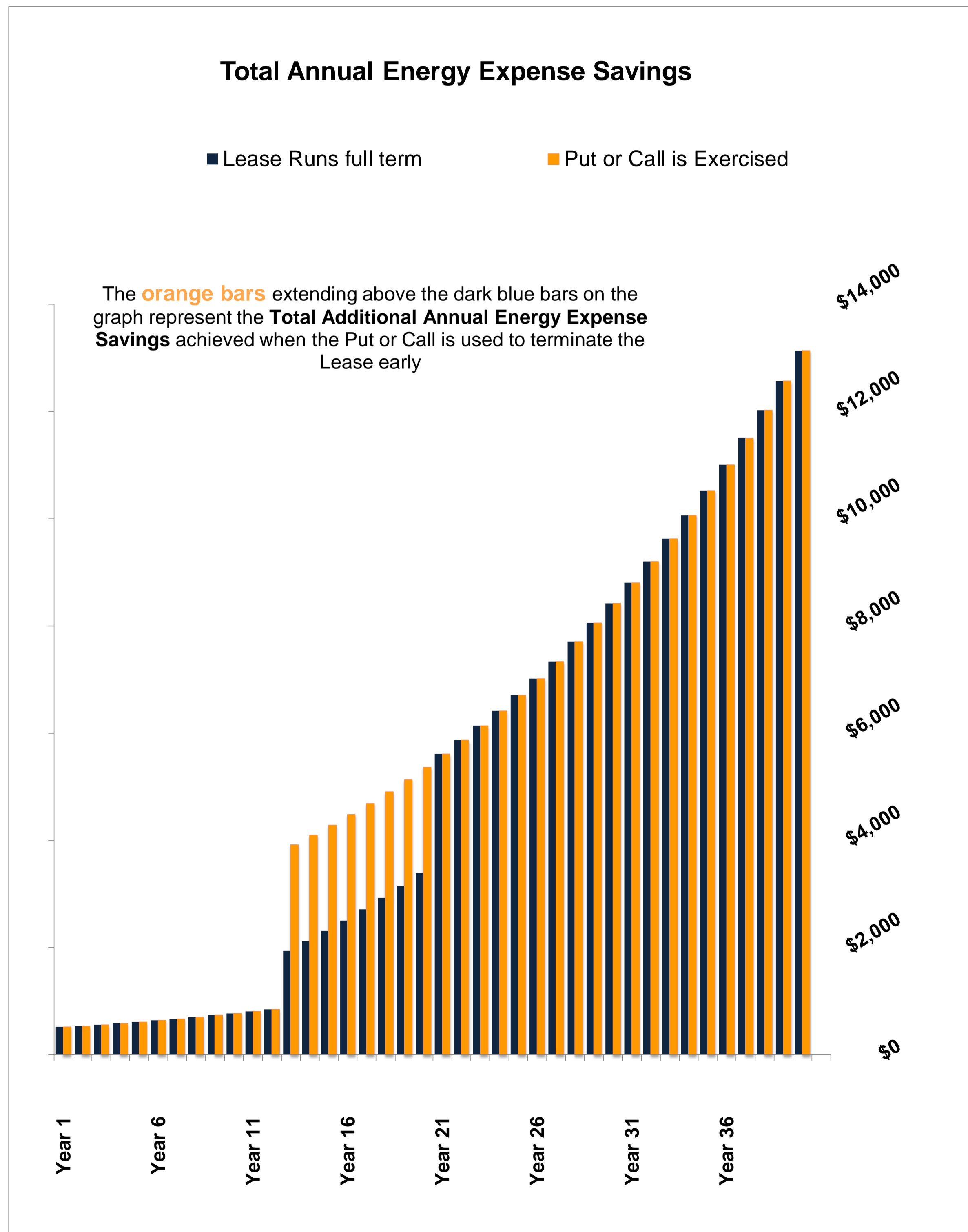
Annual Savings	
Total Annual Energy Expense Savings	Total Cumulative Annual Energy Expense Savings
\$ 523	\$ 523
\$ 532	\$ 1,055
\$ 557	\$ 1,613
\$ 584	\$ 2,196
\$ 612	\$ 2,808
\$ 641	\$ 3,449
\$ 671	\$ 4,120
\$ 703	\$ 4,823
\$ 737	\$ 5,560
\$ 772	\$ 6,332
\$ 809	\$ 7,141
\$ 847	\$ 7,988
\$ 3,920	\$ 11,908
\$ 4,101	\$ 16,009
\$ 4,289	\$ 20,298
\$ 4,486	\$ 24,783
\$ 4,691	\$ 29,475
\$ 4,906	\$ 34,381
\$ 5,131	\$ 39,512
\$ 5,366	\$ 44,878
\$ 5,612	\$ 50,490
\$ 5,868	\$ 56,358
\$ 6,137	\$ 62,495
\$ 6,417	\$ 68,912
\$ 6,710	\$ 75,622
\$ 7,016	\$ 82,638
\$ 7,336	\$ 89,974
\$ 7,708	\$ 97,682
\$ 8,059	\$ 105,740
\$ 8,425	\$ 114,165
\$ 8,807	\$ 122,972
\$ 9,207	\$ 132,180
\$ 9,625	\$ 141,805
\$ 10,062	\$ 151,866
\$ 10,528	\$ 162,394
\$ 11,005	\$ 173,399
\$ 11,503	\$ 184,903
\$ 12,024	\$ 196,927
\$ 12,569	\$ 209,496
\$ 13,138	\$ 222,634
\$ 222,634	

Assumes Put and Call is exercised per the transaction documents. This Cashflow summary is intended only as an example.



Capital Lease - 40 Year Customer Cash Flow Example - Net Metering Utility Bill Savings
Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)

Xcel Solar Rewards
General Service Rate Plan



Capital Lease Outcome Summary - Lease Runs Full Term, Green Sky Exercises its Put Option, or Customer Exercises its Call Option

Rooftop Ballasted Solar Array (19.84 KW SilfabSLG310 Solar Panels @ 10 degrees w/ SolarEdge)
Xcel Solar Rewards

Year	Utility Bill Expense Savings	Utility Bill Expense Green Sky		
		Lease Runs Full Term	If the Put is Exercised	If the Call is Exercised
	Utility Bill Expense Reduction	Power Purchase Expense	Power Purchase Expense	Power Purchase Expense
1	\$2,493	\$1,870	\$1,870	\$1,870
2	\$2,540	\$1,905	\$1,905	\$1,905
3	\$2,653	\$1,990	\$1,990	\$1,990
4	\$2,772	\$2,079	\$2,079	\$2,079
5	\$2,896	\$2,172	\$2,172	\$2,172
6	\$3,026	\$2,269	\$2,269	\$2,269
7	\$3,161	\$2,371	\$2,371	\$2,371
8	\$3,303	\$2,477	\$2,477	\$2,477
9	\$3,450	\$2,588	\$2,588	\$2,588
10	\$3,605	\$2,704	\$2,704	\$2,704
11	\$3,766	\$2,825	\$2,825	\$2,825
12	\$3,935	\$2,951	\$2,951	\$2,951
13	\$4,111	\$1,980	\$1	\$8,100
14	\$4,295	\$1,980	\$0	\$0
15	\$4,487	\$1,980	\$0	\$0
16	\$4,688	\$1,980	\$0	\$0
17	\$4,897	\$1,980	\$0	\$0
18	\$5,116	\$1,980	\$0	\$0
19	\$5,345	\$1,980	\$0	\$0
20	\$5,585	\$1,980	\$0	\$0
21	\$5,835	\$0	\$0	\$0
22	\$6,096	\$0	\$0	\$0
23	\$6,368	\$0	\$0	\$0
24	\$6,653	\$0	\$0	\$0
25	\$6,951	\$0	\$0	\$0
26	\$7,262	\$0	\$0	\$0
27	\$7,587	\$0	\$0	\$0
28	\$7,927	\$0	\$0	\$0
29	\$8,281	\$0	\$0	\$0
30	\$8,652	\$0	\$0	\$0
31	\$9,039	\$0	\$0	\$0
32	\$9,444	\$0	\$0	\$0
33	\$9,866	\$0	\$0	\$0
34	\$10,308	\$0	\$0	\$0
35	\$10,769	\$0	\$0	\$0
36	\$11,251	\$0	\$0	\$0
37	\$11,754	\$0	\$0	\$0
38	\$12,281	\$0	\$0	\$0
39	\$12,830	\$0	\$0	\$0
40	\$13,404	\$0	\$0	\$0
	\$258,681	\$44,039	\$28,200	\$36,299

Utility Bill Savings Green Sky					
Lease Runs Full Term		If the Put is Exercised by Green Sky		If the Call is Exercised by Customer	
Power Purchase Expense Savings	Cumulative Savings	Power Purchase Expense Savings	Cumulative Savings	Power Purchase Expense Savings	Cumulative Savings
\$623	\$623	\$623	\$623	\$623	\$623
\$635	\$1,258	\$635	\$1,258	\$635	\$1,258
\$663	\$1,922	\$663	\$1,922	\$663	\$1,922
\$693	\$2,615	\$693	\$2,615	\$693	\$2,615
\$724	\$3,339	\$724	\$3,339	\$724	\$3,339
\$756	\$4,095	\$756	\$4,095	\$756	\$4,095
\$790	\$4,885	\$790	\$4,885	\$790	\$4,885
\$826	\$5,711	\$826	\$5,711	\$826	\$5,711
\$863	\$6,574	\$863	\$6,574	\$863	\$6,574
\$901	\$7,475	\$901	\$7,475	\$901	\$7,475
\$942	\$8,416	\$942	\$8,416	\$942	\$8,416
\$984	\$9,400	\$984	\$9,400	\$984	\$9,400
\$2,131	\$11,530	\$4,110	\$13,509	(\$3,989)	\$5,411
\$2,315	\$13,845	\$4,295	\$17,804	\$4,295	\$9,705
\$2,507	\$16,352	\$4,487	\$22,291	\$4,487	\$14,192
\$2,708	\$19,059	\$4,688	\$26,978	\$4,688	\$18,880
\$2,917	\$21,977	\$4,897	\$31,876	\$4,897	\$23,777
\$3,136	\$25,113	\$5,116	\$36,992	\$5,116	\$28,893
\$3,365	\$28,478	\$5,345	\$42,337	\$5,345	\$34,239
\$3,605	\$32,083	\$5,585	\$47,922	\$5,585	\$39,823
\$5,835	\$37,918	\$5,835	\$53,757	\$5,835	\$45,658
\$6,096	\$44,013	\$6,096	\$59,852	\$6,096	\$51,754
\$6,368	\$50,382	\$6,368	\$66,221	\$6,368	\$58,122
\$6,653	\$57,035	\$6,653	\$72,874	\$6,653	\$64,775
\$6,951	\$63,986	\$6,951	\$79,825	\$6,951	\$71,726
\$7,262	\$71,248	\$7,262	\$87,087	\$7,262	\$78,989
\$7,587	\$78,835	\$7,587	\$94,674	\$7,587	\$86,576
\$7,927	\$86,762	\$7,927	\$102,601	\$7,927	\$94,503
\$8,281	\$95,044	\$8,281	\$110,883	\$8,281	\$102,784
\$8,652	\$103,696	\$8,652	\$119,535	\$8,652	\$111,436
\$9,039	\$112,735	\$9,039	\$128,574	\$9,039	\$120,475
\$9,444	\$122,178	\$9,444	\$138,017	\$9,444	\$129,919
\$9,866	\$132,045	\$9,866	\$147,884	\$9,866	\$139,785
\$10,308	\$142,353	\$10,308	\$158,192	\$10,308	\$150,093
\$10,769	\$153,122	\$10,769	\$168,961	\$10,769	\$160,862
\$11,251	\$164,373	\$11,251	\$180,212	\$11,251	\$172,113
\$11,754	\$176,127	\$11,754	\$191,966	\$11,754	\$183,868
\$12,281	\$188,408	\$12,281	\$204,247	\$12,281	\$196,148
\$12,830	\$201,238	\$12,830	\$217,077	\$12,830	\$208,978
\$13,404	\$214,642	\$13,404	\$230,481	\$13,404	\$222,382
	\$214,642	\$230,481	\$222,382		

Year	Estimated Call Price Based on Tenant's Estimated Net Cashflow Over Remaining Lease Term and Stated Discount		
	Tenant's Power Sales Income	Tenant's Expense	Tenant's Net Cashflow
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13	\$1,980	-\$175	\$1,805
14	\$1,980	-\$175	\$1,805
15	\$1,980	-\$175	\$1,805
16	\$1,980	-\$175	\$1,805
17	\$1,980	-\$175	\$1,805
18	\$1,980	-\$175	\$1,805
19	\$1,980	-\$175	\$1,805
20	<u>\$1,980</u>	<u>-\$175</u>	<u>\$1,805</u>
	\$15,840	-\$1,400	\$14,440
	Discount Rate		15%
	Call Price		\$8,100
	Put Price		\$1.00

1 **Default** - If neither party exercises their Put or Call Options, the Lease, Power Purchase and Maintenance agreements run full-term unless Green Sky and Customer **mutually agree** to terminate the arrangement early.

2 **Green Sky's Put Option** - Green Sky can require the Customer to purchase its remaining interest for the Put Price.

3 **Customer's Call Option** - If Green Sky does not exercise its Put Option, the Customer can require Green Sky to sell its remaining interest to the Customer for the Call Price.

Assumes Put and Call is exercised per the transaction documents. This summary is intended only as an example.

A GREEN² OPPORTUNITY

Make Money. Save the Planet.

Cashflow Summary

Capital Lease - Solar for Minnesota Non-Profits, Schools & Public Organizations

Xcel SolarRewards
General Service Rate Plan

Rooftop Ballasted Solar Array - 19.98 kWDC SilfabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge





Solar Array Technical Information

Rooftop Ballasted Solar Array - 19.98 kWDC SilfabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge

Xcel SolarRewards
General Service Rate Plan

Solar Array Specification (Typical)

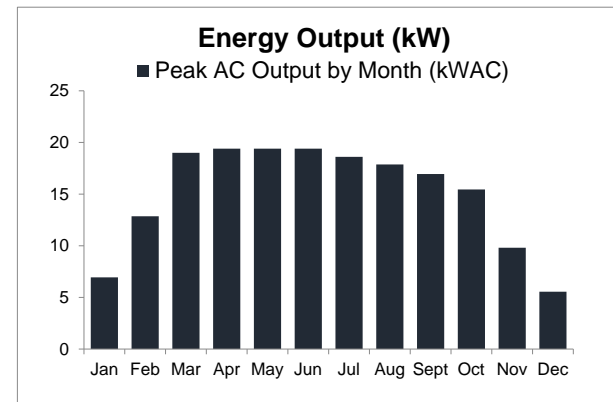
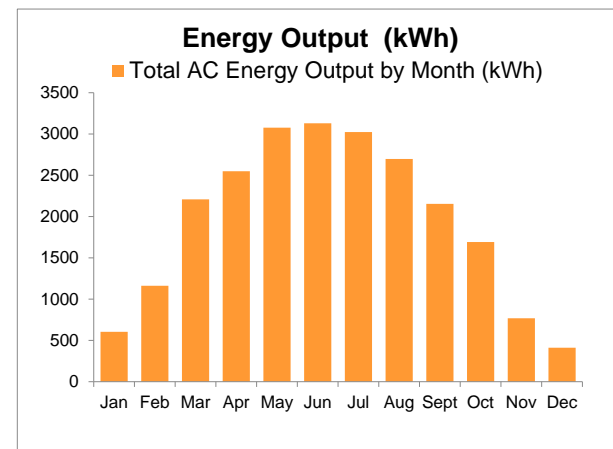
System Size (kW DC)	19.98
Inversion Ratio (DC / AC)	0.999
Maximum AC Output of Inverters (AC KW)	20.0
Maximum Peak AC Output including AC line losses (kW)	19.4
Expected Energy Production (kWh/kW DC)	1175
Expected Energy Production (kWh/Year)	23477

Information on Expected Solar Array Production (kWh)

Typical Solar Array Energy Production (kWh) using NREL modeling, Helioscope or PV Syst modelling tools with average adjusted historical weather conditions in Minneapolis, MN using TMY3 Weather Data. <http://www.nrel.gov> Estimated performance is based on information including but not limited to the equipment used, the solar array's kW DC size, AC/DC line losses, standard rectangular configuration, and the array pointing due south. Your System's energy production will vary with actual equipment, layout and weather conditions. Expected Energy Production above does not include any annual degradation in solar panel kWDC output.

Expected Energy Production from the Solar Array

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Total AC Energy Output by Month (kWh)	604	1162	2208	2549	3077	3130	3024	2698	2154	1691	769	411	23477
	2.6%	4.9%	9.4%	10.9%	13.1%	13.3%	12.9%	11.5%	9.2%	7.2%	3.3%	1.8%	100.0%
Peak AC Output by Month (kWAC)	7	13	19	19	19	19	19	18	17	15	10	6	
	35.8%	66.3%	97.9%	100.0%	100.0%	100.0%	95.9%	92.1%	87.3%	79.6%	50.6%	28.6%	





Utility Bill Savings

Net Metering - w/ Energy and Demand Expense Savings

Rooftop Ballasted Solar Array - 19.98 kWDC SifabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge

Xcel SolarRewards

General Service Rate Plan

System Sizing & Energy Assumptions	
Solar system size (kW DC)	19.98
Year 1 system production (kWh/year)	23477
Year 1 degradation - reduction in kWh output (% / year)	3.00%
Year 2+ degradation - reduction in kWh output (% / year)	0.50%
Ten year average increase in utility costs (% / year)	4.50%

Energy Expense Savings (kWh) - Energy Reduction	
Utility Billing Plan	General Service Rate Plan A14
Year 1 utility cost (\$ / kWh)	\$0.0703
Year 1 annual energy expense savings (\$)	\$1,650

Demand Expense Savings (kW) - Demand Reduction	
Peak AC output available for reducing demand (kW)	19.40
Estimated AC output that reduces demand charges (%)	25.0%
Year 1 demand reduction realized (kW AC / month))	4.9
Year 1 average demand charge cost (\$ / kW)	\$13.71
Year 1 annual demand charge savings (\$)	\$798
Year 1 demand charge savings per kWh (\$ / kWh)	\$0.0340

Combined Energy & Demand Expense Savings	
Year 1 energy charge expense utility bill savings (\$/kWh)	\$0.0703
Year 1 demand charge expense utility bill savings (\$/kWh)	\$0.0340
Year 1 combined utility bill expense savings (\$/kWh)	\$0.1043

For documentation on the above assumptions, please refer to the product information documents and support documents available from your iDEAL salesperson. If you would like to use different assumptions, please ask.

Utility Bill Savings					
Year	Electricity Produced (kWh/year)	Annual Savings		Total Savings	
		Energy Expense Savings (\$/year)	Demand Expense Savings (\$/year)	Annual Savings (\$)	Cumulative Annual Savings (\$)
1	23477	\$ 1,650	\$ 798	\$ 2,448	\$ 2,448
2	22772	\$ 1,673	\$ 809	\$ 2,481	\$ 4,929
3	22658	\$ 1,739	\$ 841	\$ 2,580	\$ 7,509
4	22545	\$ 1,808	\$ 874	\$ 2,683	\$ 10,192
5	22432	\$ 1,880	\$ 909	\$ 2,789	\$ 12,981
6	22320	\$ 1,955	\$ 945	\$ 2,900	\$ 15,882
7	22209	\$ 2,033	\$ 983	\$ 3,016	\$ 18,897
8	22098	\$ 2,114	\$ 1,022	\$ 3,136	\$ 22,033
9	21987	\$ 2,198	\$ 1,062	\$ 3,260	\$ 25,293
10	21877	\$ 2,285	\$ 1,105	\$ 3,390	\$ 28,683
11	21768	\$ 2,376	\$ 1,149	\$ 3,525	\$ 32,208
12	21659	\$ 2,471	\$ 1,194	\$ 3,665	\$ 35,873
13	21551	\$ 2,569	\$ 1,242	\$ 3,811	\$ 39,684
14	21443	\$ 2,671	\$ 1,291	\$ 3,962	\$ 43,646
15	21336	\$ 2,777	\$ 1,343	\$ 4,120	\$ 47,766
16	21229	\$ 2,888	\$ 1,396	\$ 4,284	\$ 52,050
17	21123	\$ 3,003	\$ 1,452	\$ 4,454	\$ 56,504
18	21017	\$ 3,122	\$ 1,509	\$ 4,631	\$ 61,135
19	20912	\$ 3,246	\$ 1,569	\$ 4,816	\$ 65,951
20	20808	\$ 3,375	\$ 1,632	\$ 5,007	\$ 70,958
21	20703	\$ 3,510	\$ 1,697	\$ 5,206	\$ 76,164
22	20600	\$ 3,649	\$ 1,764	\$ 5,413	\$ 81,578
23	20497	\$ 3,794	\$ 1,834	\$ 5,629	\$ 87,207
24	20394	\$ 3,945	\$ 1,907	\$ 5,853	\$ 93,059
25	20293	\$ 4,102	\$ 1,983	\$ 6,085	\$ 99,145
26	20191	\$ 4,266	\$ 2,062	\$ 6,327	\$ 105,472
27	20090	\$ 4,435	\$ 2,144	\$ 6,579	\$ 112,051
28	19990	\$ 4,612	\$ 2,229	\$ 6,841	\$ 118,892
29	19890	\$ 4,795	\$ 2,318	\$ 7,113	\$ 126,005
30	19790	\$ 4,986	\$ 2,410	\$ 7,396	\$ 133,400
31	19691	\$ 5,184	\$ 2,506	\$ 7,690	\$ 141,090
32	19593	\$ 5,390	\$ 2,606	\$ 7,996	\$ 149,086
33	19495	\$ 5,605	\$ 2,709	\$ 8,314	\$ 157,400
34	19397	\$ 5,828	\$ 2,817	\$ 8,645	\$ 166,045
35	19300	\$ 6,059	\$ 2,929	\$ 8,988	\$ 175,033
36	19204	\$ 6,300	\$ 3,046	\$ 9,346	\$ 184,379
37	19108	\$ 6,551	\$ 3,167	\$ 9,718	\$ 194,096
38	19012	\$ 6,812	\$ 3,293	\$ 10,104	\$ 204,201
39	18917	\$ 7,082	\$ 3,424	\$ 10,506	\$ 214,707
40	18823	\$ 7,364	\$ 3,560	\$ 10,924	\$ 225,630



Capital Lease Financing Summary

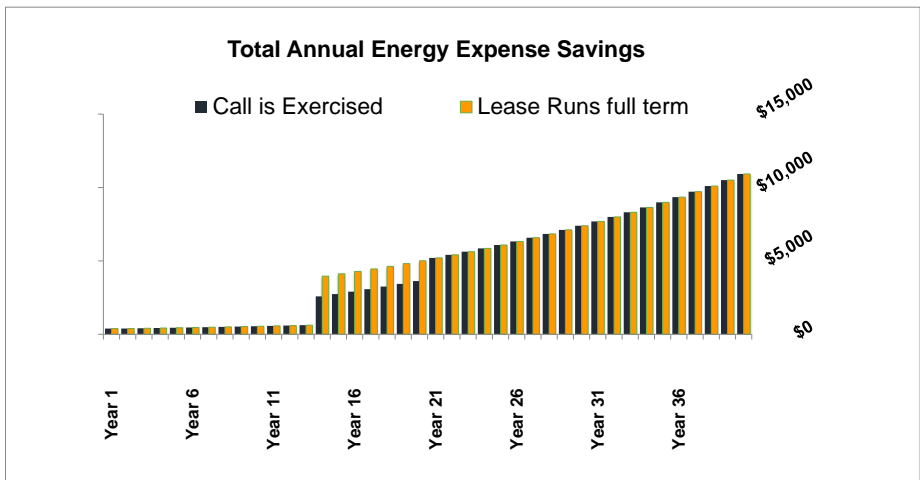
Utility Bill Expense Savings w/ your Solar Array

Rooftop Ballasted Solar Array - 19.98 kWDC SilfabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge

Xcel SolarRewards
General Service Rate Plan

Year	Utility Bill Expense Savings	Green ² Solar Leasing Utility Bill Expense & Savings vs. Utility	
	Utility Bill Power Purchase Expense Reduction	Solar Array Power Purchase Expense	Power Purchase Expense Savings w/ Solar Array
1	\$2,448	\$1,958	\$490
2	\$2,481	\$1,985	\$496
3	\$2,580	\$2,064	\$516
4	\$2,683	\$2,146	\$536
5	\$2,789	\$2,232	\$558
6	\$2,900	\$2,320	\$580
7	\$3,016	\$2,413	\$603
8	\$3,136	\$2,508	\$627
9	\$3,260	\$2,608	\$652
10	\$3,390	\$2,712	\$678
11	\$3,525	\$2,820	\$705
12	\$3,665	\$2,932	\$733
13	\$3,811	\$3,049	\$762
14	\$3,962		\$3,962
15	\$4,120		\$4,120
16	\$4,284		\$4,284
17	\$4,454		\$4,454
18	\$4,631		\$4,631
19	\$4,816		\$4,816
20	\$5,007		\$5,007
21	\$5,206		\$5,206
22	\$5,413		\$5,413
23	\$5,629		\$5,629
24	\$5,853		\$5,853
25	\$6,085		\$6,085
Total	\$99,145	\$31,748	\$67,397

Assuming that you terminate the **20** year Lease and Power Purchase Agreements early by exercising your Call Option after **year 13** you will receive approximately... **20.0%** Utility Bill Expense Savings during years **1 to 13** Assuming an Average Annual Utility Rate Increase of **4.50%** **Thereafter, you will receive ALL of the ENERGY generated from your solar array for FREE!**



The orange bars extending above the dark blue bars represent the Total Additional Annual Energy Expense Savings Achieved when the Call is used to terminate the Lease & Power Purchase Agreements early

Capital Lease Outcome Summary (Example)

Lease Runs Full Term, Customer Exercises its Call Option, or Green² Solar Leasing Exercises its Put Option

Rooftop Ballasted Solar Array - 19.98 kWDC SilfabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge

Xcel SolarRewards
General Service Rate Plan

Year	Utility Bill Expense Savings	Utility Bill Expense Green ² Solar Leasing		
		Lease Runs Full Term	If the Call is Exercised	If the Put is Exercised
	Utility Bill Expense Reduction	Power Purchase Expense	Power Purchase Expense	Power Purchase Expense
1	\$2,448	\$1,958	\$1,958	\$1,958
2	\$2,481	\$1,985	\$1,985	\$1,985
3	\$2,580	\$2,064	\$2,064	\$2,064
4	\$2,683	\$2,146	\$2,146	\$2,146
5	\$2,789	\$2,232	\$2,232	\$2,232
6	\$2,900	\$2,320	\$2,320	\$2,320
7	\$3,016	\$2,413	\$2,413	\$2,413
8	\$3,136	\$2,508	\$2,508	\$2,508
9	\$3,260	\$2,608	\$2,608	\$2,608
10	\$3,390	\$2,712	\$2,712	\$2,712
11	\$3,525	\$2,820	\$2,820	\$2,820
12	\$3,665	\$2,932	\$2,932	\$2,932
13	\$3,811	\$3,049	\$3,049	\$3,049
14	\$3,962	\$1,380	\$5,013	\$1
15	\$4,120	\$1,380		
16	\$4,284	\$1,380		
17	\$4,454	\$1,380		
18	\$4,631	\$1,380		
19	\$4,816	\$1,380		
20	\$5,007	\$1,380		
21	\$5,206			
22	\$5,413			
23	\$5,629			
24	\$5,853			
25	\$6,085			
26	\$6,327			
27	\$6,579			
28	\$6,841			
29	\$7,113			
30	\$7,396			
31	\$7,690			
32	\$7,996			
33	\$8,314			
34	\$8,645			
35	\$8,988			
36	\$9,346			
37	\$9,718			
38	\$10,104			
39	\$10,506			
40	\$10,924			
	\$225,630	\$41,408	\$36,761	\$31,749

Year	Customer's Call Price [Based on Tenant's Estimated Net Cashflow Over the Remaining Lease Term at Discount]		
	Tenant's Power Sales Income	Tenant's Expense	Tenant's Net Cashflow
	1		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14	\$1,380	-\$175	\$1,205
15	\$1,380	-\$175	\$1,205
16	\$1,380	-\$175	\$1,205
17	\$1,380	-\$175	\$1,205
18	\$1,380	-\$175	\$1,205
19	\$1,380	-\$175	\$1,205
20	\$1,380	-\$175	\$1,205
21			
22			
23			
24			
25			
	\$9,660	-\$1,225	\$8,435
	Discount Rate		15%
	Customer's Call Price:		\$5,013
	Tenant's Put Price:		\$1.00

- Customer's Call Option** - If Green² Solar does not exercise its Put Option, the Customer can require Green² Solar to sell its remaining interest to the Customer for the Call Price. (Can be exercised during months 4 to 12 after the Put Date)
- Green² Solar Leasing's Put Option** - Green² Solar Leasing can require the Customer to purchase its remaining interest for the Put Price. (Can be exercised during months 1 to 3 after the Put Date)
- If neither party exercises their Put or Call Options** - the Lease & Power Purchase agreements run full-term unless Green² Solar Leasing and Customer mutually agree to terminate them arrangement early.

Assumes Call or Put is exercised per the transaction documents.
This summary is intended only as an example.



Capital Lease - 40 Year Customer Cash Flow Example - Net Metering w/ Utility Bill Savings

Rooftop Ballasted Solar Array - 19.98 kWDC SilfabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge

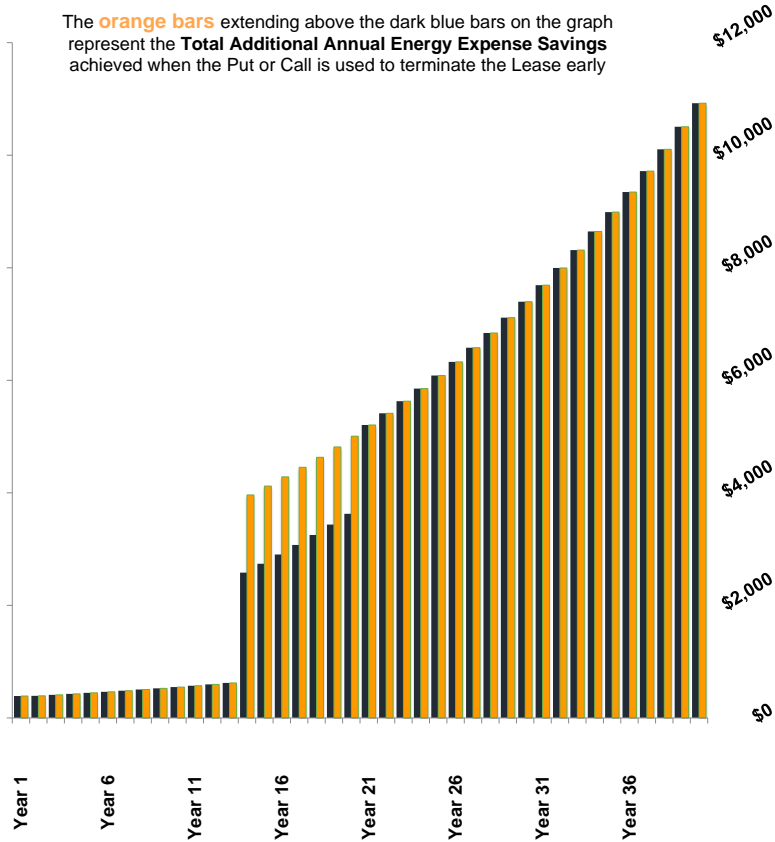
Xcel SolarRewards

General Service Rate Plan

Total Annual Energy Expense Savings

■ Call is Exercised ■ Lease Runs full term

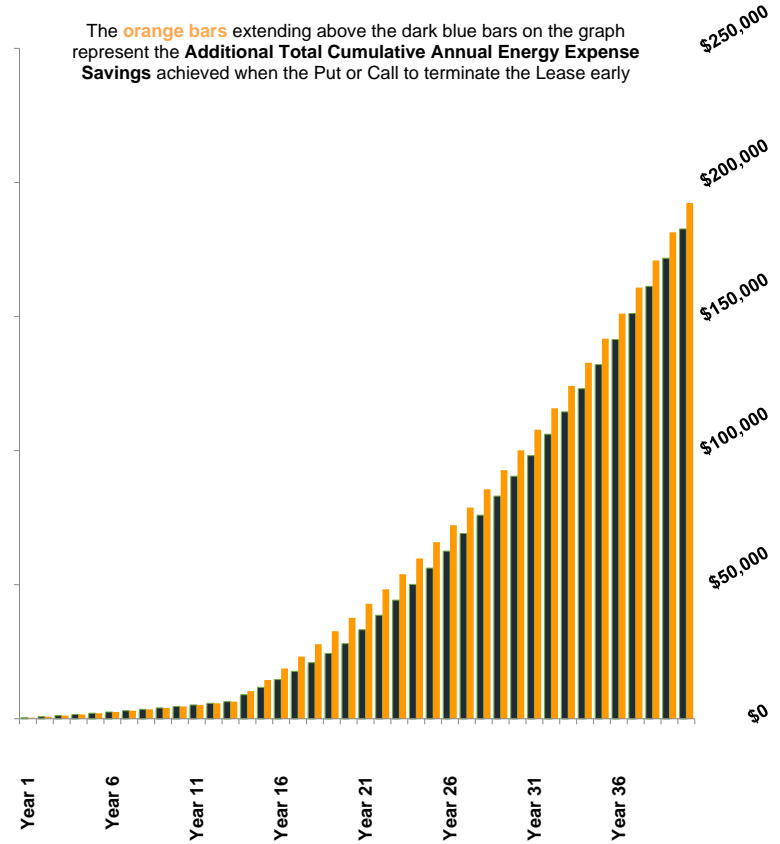
The **orange bars** extending above the dark blue bars on the graph represent the **Total Additional Annual Energy Expense Savings** achieved when the Put or Call is used to terminate the Lease early



Total Cumulative Annual Energy Expense Savings

■ Lease Runs full term ■ Call is Exercised

The **orange bars** extending above the dark blue bars on the graph represent the **Additional Total Cumulative Annual Energy Expense Savings** achieved when the Put or Call to terminate the Lease early

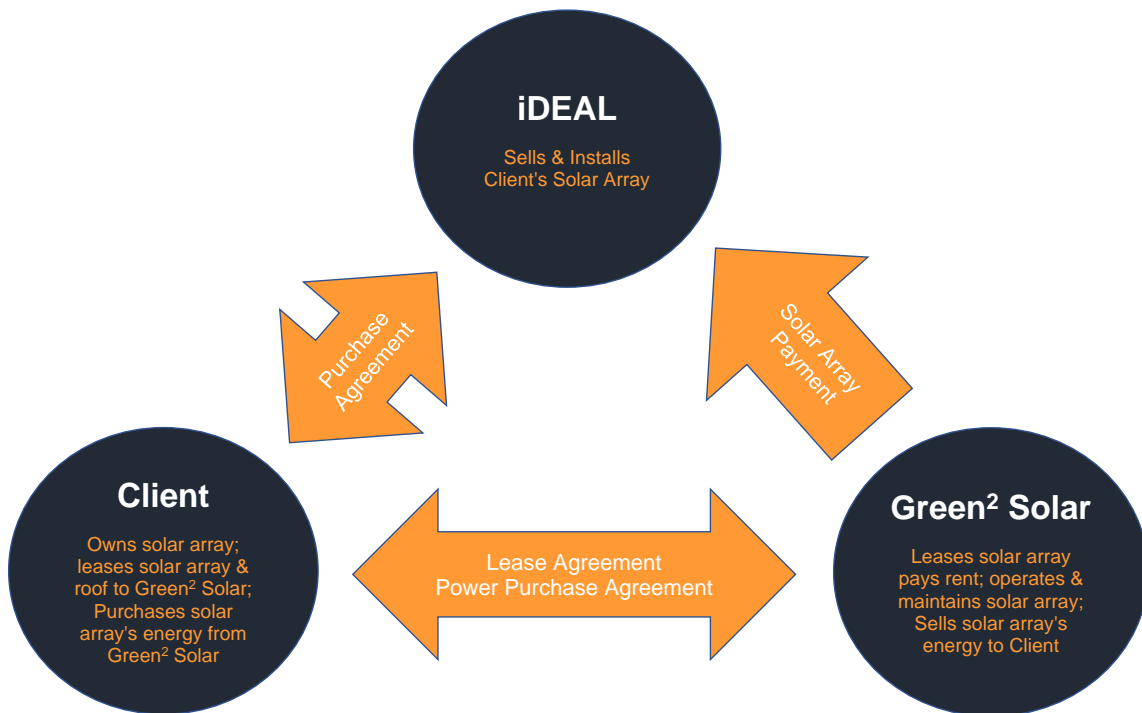


Capital Lease - How It Works

Rooftop Ballasted Solar Array - 19.98 kWDC SilfabSLG370M Solar Panels @ 10° w/ 20 kWAC SolarEdge

Xcel SolarRewards
General Service Rate Plan

Our Capital Lease Program



Purchase, Lease-back, and Power Purchase Highlights

Client

1. Is the Fee Title Owner of the solar array
2. Receives annual rent from Green² Solar Leasing
3. Pays Green² Solar Leasing for power generated from the solar array
4. Insures the solar array

Ownership

Our Client purchases their solar array from Ideal Energies and immediately owns it outright.
(Client is the fee title owner)

Facility Lease

Under the Facility Lease, Green² Solar Leasing pays Ideal Energies for the solar array, and becomes the tax owner so they can leverage tax benefits on the Client's behalf. The Facility Lease also assigns any rebates to Green² Solar Leasing to help pay for the solar array. Immediately after the purchase, the Client Leases the solar array to Green² Solar Leasing for annual lease payments, and Green² Solar Leasing operates and maintains it on the Client's behalf.

Green² Solar Leasing

1. Pays Purchase Price to Ideal Energies for Client
2. Pays annual rent to Client
3. Receives and uses available tax benefits
4. Receives and uses available Rebates
5. Operates and maintains solar array for Client
6. Bills Client for Power generated from the solar array

Power Purchase

The Client pays Green² Solar Leasing for the energy generated from the solar array at a discount vs. utility rates.

Put & Call

If either party elects to exercise their options **[Put Option: Green² Solar Leasing requires the Client to purchase Green² Solar Leasing's remaining interest for \$1; or Call Option: the Client requires Green² Solar Leasing to sell its remaining interest to the Client at Fair Market Value]** the Lease and Power Purchase Agreements terminate, and you will receive **free Energy from your Solar Array thereafter!**



Agenda Item V.F.
August 09, 2018

TO: Members, Board of Education
Cynthia Amoroso, Superintendent

FROM: Lisa Rider, Executive Director of Business Services

DATE: July 27, 2018

RE: Approve Contracts with Inver Hills Community College for Post-Secondary Enrollment Options (PSEO) services for 2018-2019 school year.

Recommendation: That the Board of Education approve the income contracts with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College for PSEO for the 2018-2019 School Year.

Two agreements are attached as we offer a PSEO Course on our campus and it is billed similarly to the PSEO program offered at the Inver Hills Community College. The agreements will continue to require us to pay invoices directly billed by Inver Hills Community College at the rate of \$225 per credit hour. This process will result in a greater amount of revenue being retained by the college as well as ISD 191 through the funds allocation with the Contract with College process versus the previous traditional PSEO process used.

Attachment: State of Minnesota Inver Hills Community College
Minnesota State Colleges and Universities Income Contracts proposed

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA
 INVER HILLS COMMUNITY COLLEGE
 MINNESOTA STATE COLLEGES AND UNIVERSITIES
 INCOME CONTRACT**

This contract is by and between Burnsville High School (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities (hereinafter "MINNESOTA STATE"), on behalf of Inver Hills Community College (hereinafter "INVER HILLS").

WHEREAS, the SCHOOL DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

THE INTENT OF THIS CONTRACT is that all parties authorize enrollment for eligible high school students in courses at INVER HILLS. Eligible students are the same students defined as eligible for the Post-Secondary Enrollment Options program by Minnesota Statutes 124D.09, MINNESOTA STATE Board Policy 3.5 and System Procedure 3.5.1, and INVER HILLS policies.

1. DUTIES OF MINNESOTA STATE:

- a. Admission requirements and acceptance to the PSEO Program are pursuant to Minnesota Statutes 124D.09 and MINNESOTA STATE policies, and determined by INVER HILLS.
- b. INVER HILLS will provide an orientation session to students and parents that will include information regarding academic planning, course selection and registration, college expectations, resources and services that are available to students, transfer information, and college policies including data privacy policy, attendance policy, code of conduct policy, satisfactory academic progress policy, book borrowing policy, and course drop/withdraw policy.
- c. INVER HILLS will determine the number of college courses or credits that PSEO students will be allowed to take. Students are allowed to enroll in high school courses in addition to any number of college courses.
- d. INVER HILLS will determine the courses that PSEO students will be allowed to take. Students may not register for certain courses including developmental courses not considered college level (numbered below 1000), non-credit courses, and courses that incur travel expenses. Students may not register for selected courses determined by INVER HILLS, including courses in special programs or courses that have a higher rate of tuition or additional fees. Students must meet the course prerequisite requirements established by INVER HILLS.
- e. INVER HILLS agrees that the SCHOOL DISTRICT will not be invoiced for courses that a student officially drops or withdraws from within the first 14 calendar days of the semester.
- f. INVER HILLS will provide transcripts for enrolled students to the SCHOOL DISTRICT at the conclusion of each semester.

2. DUTIES OF THE SCHOOL DISTRICT:

- a. The SCHOOL DISTRICT will provide to INVER HILLS an official high school transcript for each student applying to the PSEO program.
- b. The SCHOOL DISTRICT will complete and sign their portion of the appropriate authorization form prior to the student being admitted to INVER HILLS. The authorization form must contain student and parental consent and the SCHOOL DISTRICT verification of eligibility. The authorization form must be submitted to INVER HILLS each semester prior to course registration.
- c. The SCHOOL DISTRICT is responsible for enforcing that a student is enrolled less than full time at their high school while participating in the PSEO Program.
- d. The SCHOOL DISTRICT is responsible for providing academic counseling to the students to assist them in selecting courses and making the determination that the courses they complete at INVER HILLS will fulfill their high school graduation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT:

- a. Consideration for all services performed and goods or materials supplied by INVER HILLS pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The SCHOOL DISTRICT will be billed at the rate of Two Hundred Twenty-Five dollars (\$225.00) per credit. This rate is inclusive of all tuition, fees, and required textbooks and course materials. The course registration information for each student will be included with the invoice from INVER HILLS requesting payment. This rate is subject to change in future contracts.

- b. Terms of Payment: INVER HILLS will send an invoice to the SCHOOL DISTRICT by December 1st for fall semester courses and by May 1st for spring semester courses. Payment is due within thirty (30) days after the invoice is issued.
4. TERM OF CONTRACT: This contract shall be effective on July 1, 2018, **or upon the date that the final required signature is obtained by MINNESOTA STATE**, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION: This contract may be canceled by the SCHOOL DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES:

- a. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:
Title:
Address:
Telephone:
E-Mail:

- b. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this contract is:

Name: Patrick Jacobson-Schulte
Title: Vice President and Chief Financial Officer, Inver Hills Community College
Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
Telephone: (651) 450-3534
E-Mail: Pjacobson-schulte@inverhills.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT: Neither the SCHOOL DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY: The SCHOOL DISTRICT shall indemnify, save, and hold MINNESOTA STATE, its agents and employees, harmless from any and all claims or causes of action arising from the performance of this contract by the SCHOOL DISTRICT or the SCHOOL DISTRICT'S agents or employees. This clause shall not be construed to bar any legal remedies the SCHOOL DISTRICT may have for MINNESOTA STATE'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"): The SCHOOL DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. AMENDMENTS: Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT: The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The SCHOOL DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the SCHOOL DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the SCHOOL DISTRICT or MINNESOTA STATE.

In the event the SCHOOL DISTRICT receives a request to release the data referred to in this clause, the SCHOOL DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the SCHOOL DISTRICT instructions concerning the release of the data to the requesting party before the data is released.
12. JURISDICTION AND VENUE: This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS: The books, records, documents, and accounting procedures and practices of the SCHOOL DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. OTHER PROVISIONS: NONE

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
INVER HILLS COMMUNITY COLLEGE**

By (authorized signature)
Title
Date 6/21/18

2. SCHOOL DISTRICT: Burnsville High School

The SCHOOL DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of the SCHOOL DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title Principal
Date 7-9-18

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title
Date

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA
Inver Hills Community College
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INCOME CONTRACT

This contract is by and between Burnsville High School (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Inver Hills Community College* (hereinafter "Minnesota State").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, Minnesota State, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF Minnesota State. The Minnesota State agrees to provide the following:

Enter into this agreement for services to be provided under contract with SCHOOL DISTRICT.

- *Communicate eligibility requirements.*
- *Provide course and other services at the same level as provided to general COLLEGE students.*
- *Provide textbooks and other required course materials.*
- *Award COLLEGE credit to students upon successful completion of courses.*
- *Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester.*
- *Bear initial legal fees and other expenses associated with the drafting of this agreement.*
- *Create invoices for the SCHOOL DISTRICT for credits being taken by SCHOOL DISTRICT students.*
- *Refer to Appendix A for additional responsibilities.*

2. DUTIES OF SCHOOL DISTRICT: The SCHOOL agrees to provide the following:

Entering into this agreement for PSEO Course by CONTRACT services to be directly contracted with the COLLEGE.

- *Authorize enrollment/course selection for eligible high school students with the COLLEGE.*
- *Communicate to students that textbooks are the property of the COLLEGE and must be returned at the end of each semester. Textbooks are not returned will result in a hold preventing the student from registering in the future terms.*
- *Facilitate the enrollment and application process with students.*
- *Communicate the process for arranging educational accommodations. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for COLLEGE credit.*
- *Pay the COLLEGE for all registered credits as of midnight the 15th business day of each semester.*
- *Refer to Appendix A for additional responsibilities.*

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. *Consideration for all services performed and goods or materials supplied by the COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:*

The school district will be billed by COLLEGE at the rate of \$225 per credit hour per student. As of the drafting of this agreement, \$225 represents the same rate as standard the COLLEGE tuition and fees and a per credit charge for textbook rental. These rates may change in the future contracts.

b. Terms of Payment. Payment shall be made by the SCHOOL DISTRICT as follows:

Invoices will be sent to the SCHOOL DISTRICT by October 1 for Fall enrollment and April 1 for Spring enrollment.

Payments to the COLLEGE for tuition/fees/textbook charges will be made by the SCHOOL DISTRICT by December 1 for Fall Semester and June 1 for Spring Semester.

4. TERM OF CONTRACT. This contract shall be effective on *July 1, 2018*, or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until *June 30, 2019*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the PURCHASER or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Minnesota State shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed
6. AUTHORIZED REPRESENTATIVES.
 - a. The COLLEGE Authorized Representative for the purposes of administration of this contract is:
Name: Patrick Jacobson-Schulte
Title: Vice President - Chief Financial Officer
Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
Telephone: (651) 450-3534
E-Mail: Pjacobson-schulte@inverhills.edu
 - b. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:
Title:
Address:
Telephone:
E-Mail:

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the PURCHASER nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed

to bar any legal remedies the PURCHASER may have for Minnesota State 'S failure to fulfill its obligations pursuant to this contract.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or Minnesota State.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify Minnesota State. Minnesota State will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. OTHER PROVISIONS. (Attach additional page(s) if necessary): "NONE"

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Inver Hills Community College

By (authorized signature)
Title
Date

[Handwritten signature]
VP
6/2/18

2. SCHOOL DISTRICT:

SCHOOL DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

[Handwritten signature]
Principal
7/9/18

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title
Date

APPENDIX A
PSEO Course by CONTRACT
2018-2019

Inver Hills Community College Responsibilities

- Confirm customized course dates
- Add high school staff to D2L Bright space course access
- Communicate course text and materials requirements in advance and ensure student access the first day of instruction
- Prior to start of class, initiate contact with high school staff to review course/etc. (Assigned Faculty)
- Ensure syllabi and course welcome information complies with syllabi checklist (Assigned Faculty)
- Confirm student enrollment and registration information
- Establish and maintain a communication routine with the high school teacher related to the course, its delivery, and student assessment evaluation. (Assigned Faculty)
- Notify high school teacher when there are course syllabus updates, changes in curriculum (Assigned Faculty)
- Collaborate with high school staff to ID any supplementary instruction needs based on student assessments
- Coach enrolled students in unique college deadlines for drop, add, withdrawal in collaboration with the high school staff
- Provide Authorization to Release Student Information form

High School Responsibilities

- By January 31, send a completed Intent to Offer form to the IHCC administrator identifying the classes to be offered for the upcoming academic year.
- Work with college staff to schedule and administer the Accuplacer exam for interested students
- Advise students about course expectations; help them to make decisions about participating.
- Advise students about the Authorization to Release Student Information form
- Provide completed Authorization to Release Student Information forms to IHCC
- Using web-based tools facilitate an IHCC and Online course orientation(s) with enrolled students.
- Facilitate enrolled students textbook access and return policy sign off.
- Enroll students per student eligibility criteria and policies. The high school is responsible for ensuring that the student meets the eligibility requirements for courses per the IHCC guidelines.
- Facilitate enrollment and registration of the students within the stated time period.
- Ensure the maximum number of student enrollments does not exceed the approved seat cap limits.
- Ensure all textbooks and other instructional materials/equipment required for the course are available to students at the beginning of the term.
- Assist in student compliance with the drop/add and withdrawal policies.
- Return completed contracts to the IHCC Business Office



TO: Members, Board of Education
Cindy Amoroso, Superintendent

Agenda Item V.G.
August 9, 2018

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 2, 2018

RE: Adopt a Resolution Ratifying and Approving TIES Reorganization and Definitive Agreements

Recommendation: That the Board of Education adopts a resolution ratifying and approving TIES Reorganization and Definitive Agreements

This resolution ensures that our school board is in concurrence with the TIES Reorganization Agreement and the Amended Joint Powers Agreement (signed by Director Alt). This resolution is a requirement of the offer from Sourcewell and needs board action on either a consent agenda or a regular discussion agenda at a board meeting in July or August in order to meet the deadline of September 1, 2018. TIES must receive the original hard copy of this resolution signed by an authorized representative of your district school board by this date in order to finalize the reorganization with Sourcewell.

The provisions in the Addendum address the following requests by districts:

1. Initial Building Maintenance Fee and Extraordinary Expenses language. The new language addresses the request to call out the \$3 maintenance fee Districts identified in the previous resolution adopted by District boards. Additionally, language has been added speaking to “extraordinary” expenses and the understanding that district boards will need to approve those expenses. These changes are found in 1.5.3 as well as 1.5.6.
2. Privacy and Security of Member District Data language. The new language explicitly states that Sourcewell will maintain the privacy and security of all data housed at TIES in accordance with TIES established policies and procedures.

3. Building Provision language. The new language speaks to the transfer of the building asset to the current member districts in the event that the lease payoff is satisfied and the building has not yet sold. These changes are found in 1.5.7.

Attachment: Resolution and Addendum

Form of Member District Governing Board Resolutions

[Note: Each Member District shall insert the following recitals and resolutions into the proper format to be considered and approved by such Member District's Governing Board:]

Ratifying and Approving TIES Reorganization and Definitive Agreements

WHEREAS, _____, School District# _____ (the "District") is a member of Technology and Information Educational Services ("TIES"), which was created in 1965 as a Minnesota joint powers entity under Minnesota Statutes Section 471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES currently operates at a financial deficit which has been determined to be not sustainable by the Joint Board of TIES (the "TIES Board"), which is composed of representatives of the independent school districts who are currently members of TIES (collectively, the "Member Districts") which are identified in Exhibit A;

WHEREAS, on January 24, 2018, at a special board meeting, the TIES Board voted in favor of dissolving TIES and authorized TIES management and the TIES Executive Committee ("EC") to actively pursue potential business opportunities with third parties in order to achieve two objectives for the Member Districts: (1) minimize negative financial impact, and (2) minimize disruption of essential services (the "Objectives"); and

WHEREAS, the "potential business opportunities" authorized by the TIES Board within the scope of the Objectives were comprehensive: "Such opportunities may include a partnership, an asset sale, or a similar business deal with a third party consistent with applicable Minnesota law..."

WHEREAS, in connection with such efforts, TIES and Sourcewell, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 and formerly known as National Joint Powers Alliance ("Sourcewell") entered into a non-binding Letter of Intent ("LOI") effective as of January 23, 2018 with respect to a possible transaction involving Sourcewell's assumption of governance, management, and operational authority over TIES' business operations; and

WHEREAS, after substantial completion of due diligence, on April 17, 2018 and April 19, 2018, respectively, the Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate a transaction substantially as described in the LOI; and

WHEREAS, the authorized legal process required significant research and analysis to identify and evaluate options available under applicable law for how to structure the transaction

between Sourcewell and TIES and the Member Districts to best achieve the Objectives; and

WHEREAS, after consideration and discussion with TIES EC, management and District's legal counsel (at District's option), and review of the Definitive Agreements (defined below), and as duly authorized under the resolution template form approved by the EC during a regular meeting on May 16, 2018 and provided thereafter to each Member District for signature, District's superintendent or other representative ("District's Legal Representative") determined that it is in the best interest of the District to structure the transaction as a "Reorganization" of the existing TIES joint powers entity in order to achieve the Objectives; and

WHEREAS, the District Legal Representative's conclusion that Reorganization of TIES is the best structure for the Sourcewell transaction is based on the following findings since the resolution dated April 19, 2018:

- (1) Continuation of Member Districts' levy authority. Under current law (Minnesota Statutes Section 126C.40, subd. 1 (i)), if TIES is dissolved, the Member Districts would lose their legal authority to levy for funds to pay their proportionate share of the debt due through February 1, 2023 pursuant to the financing documents for improvements to the TIES Building with U.S. Bank dated October 1, 2012. Reorganization allows for the Member Districts to remain members of TIES for a limited time and purpose: to levy for and manage the TIES Building until it is sold at which time they will automatically cease to be members;
- (2) Continuity of services to Member Districts. Reorganization allows for continuity of services to Member Districts wanting continuity of services;
- (3) Limits Member Districts' financial obligations. As part of the Reorganization, Sourcewell will assume all TIES operating expenses and debts incurred after July 1, 2018, thereby relieving the Member Districts of their obligation to provide financial support to TIES for regular operating expenses after July 1, 2018 for an unknown period of time (as with dissolution), other than assessed fees for management, operations, and maintenance of the TIES Building Assets and the other limited financial obligations described in the Definitive Agreements, as defined herein. Member Districts' pro rata share of TIES' past debt calculated as of July 1, 2018 based on a per student fee must be paid by July 27, 2018; and

WHEREAS, the purposes of the Reorganization include achieving the Objectives for the Member Districts based on the three (3) findings set forth above (included in the Definitive Agreements defined below); and

WHEREAS, at a special meeting on June 29, 2018, the Sourcewell Board of Directors authorized the proposal of the Reorganization as set forth in the Definitive Agreements; and

WHEREAS, the Reorganization of TIES' membership and governance includes the admission of Sourcewell and Metropolitan Educational Cooperative Service Unit, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 ("Metro ECSU") as Governing Members of TIES, and the reclassification of the Member Districts as Limited Members of TIES for the sole purposes related to the TIES Building described above in Section (1); and

WHEREAS, after consideration and discussion with TIES management and legal counsel, and review of the TIES Reorganization Agreement attached hereto at Exhibit B and the Amended Joint Powers Agreement attached hereto at Exhibit C (the "Definitive Agreements"), each of which is incorporated herein without modification, at a special meeting on July 2, 2018, the EC accepted Sourcewell's proposal and approved the Reorganization of TIES as set forth in the Definitive Agreements, authorized an officer of TIES to execute the Definitive Agreements on behalf of TIES, and approved the submission of such agreements to each Member District for consideration, approval and ratification pursuant to the resolutions herein; and

WHEREAS, the District's Legal Representative has executed the Definitive Agreements on behalf of the District, subject to the approval and ratification of the District's Board; and

WHEREAS, District's Board desires to approve and ratify the Reorganization as set forth in the Definitive Agreements, and to approve and ratify the District's Legal Representative's execution of the Definitive Agreements on behalf of the District.

1. Approval of Reorganization

NOW, THEREFORE BE IT RESOLVED, that Reorganization as described in these resolutions and in the Definitive Agreements is hereby approved and authorized and ratified.

2. Approval of Definitive Agreements

RESOLVED FURTHER, that the Reorganization Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit B, be, and the same hereby is, approved and ratified.

RESOLVED FURTHER, that the Amended Joint Powers Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit C, be, and the same hereby is, approved and ratified.

3. Continuation of TIES Entity

RESOLVED FURTHER, that the District hereby acknowledges and approves the continuation of TIES as a joint powers entity under Minnesota Statutes Section 471.59 pursuant to the Definitive Agreements and recognizes that if the Reorganization is

consummated, TIES will not dissolve except according to the terms of the Amended Joint Powers Agreement.

4. Authorizing Resolution

RESOLVED FURTHER, that District's Legal Representative is hereby authorized and directed to execute any and all other documents necessary to effectuate these resolutions and the Reorganization and to take or cause to be taken any and all other actions (including preparing, executing, issuing, delivering and filing any and all instruments, documents and agreements and amendments thereto) and to do any and all other acts or things in the name of and on behalf of TIES as any of them may deem necessary or appropriate in connection with the Reorganization and carrying into effect these resolutions.

RESOLVED FURTHER, that all actions taken to date by District's Legal Representative that are consistent with the purpose and intent of these resolutions are hereby in all respects authorized, approved, ratified and confirmed.

RESOLVED FURTHER, that capitalized terms used but not defined herein shall have the meanings set forth in the Definitive Agreements.

CERTIFICATION

The foregoing resolutions were adopted by the **governing board**, _____
of **Member District**, _____, **SCHOOL DISTRICT #** _____,
at a duly held meeting at which a quorum was present on the _____ **day of** _____,
2018.

Signed

Name

Title

**ADDENDUM TO
TIES REORGANIZATION AGREEMENT**

THIS ADDENDUM TO TIES REORGANIZATION AGREEMENT (the “Addendum”) is entered into as of July 27, 2018 by and among Sourcewell, formerly known as National Joint Powers Alliance (“Sourcewell”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services (“TIES”) which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the “Member Districts”) of TIES which are identified in Exhibit A to the Reorganization Agreement (each a “Party” and collectively, the “Parties”), and shall be effective as of the Effective Date.

WHEREAS, the Parties have entered into a TIES Reorganization Agreement of even date herewith (the “Reorganization Agreement”) governing the reorganization of TIES’ membership and governance; and

WHEREAS, the Parties desire to supplement and amend the Reorganization Agreement in the manner described herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

1. Section 1.5.3 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.3 After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the “Initial Building Maintenance Fee,” hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the “Building Maintenance Fee(s)”). The Initial Building Maintenance Fee is anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts’ liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period which are determined by the Building Committee at the time the expense is incurred to be reasonable and necessary, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets. TIES (Sourcewell Technology) will use reasonable efforts to provide prior notice to the Member Districts of any anticipated additional Building Maintenance Fees or Extraordinary Expenses as soon as and to the extent practical to assist the Member Districts in their budgeting process, provided that such notice period shall not be required to exceed sixty (60) days; and provided, however, that nothing herein shall diminish or reduce the Member Districts’ liability for such Building Maintenance Fees or Extraordinary Expenses.

2. The amount of the Initial Building Maintenance Fee described in Section 1.5.3 of the Reorganization Agreement is \$3.00 per student.

3. Section 1.5.6 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.6 Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees and Extraordinary Expenses (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

4. The following additional Section 1.5.7 is hereby added to the Reorganization Agreement:

1.5.7 In the event that the debt on the TIES Building is fully satisfied pursuant to the Lease-Purchase Financing prior to the sale or transfer of the TIES Building Assets, the Parties will cooperate in good faith to arrange for the potential transfer of the TIES Building Assets to a joint powers entity controlled by the Member Districts or to take any other actions as the Parties may agree to provide for the ongoing maintenance, operation, and management of the TIES Building Assets. For the avoidance of doubt, satisfaction of the debt on the TIES Building shall not affect or reduce Member Districts' right to receive a pro rata share of the Net Proceeds upon the sale of the TIES Building Assets pursuant to Section 1.5.6 of the Reorganization Agreement.

5. The following additional term is hereby added to the Reorganization Agreement:

Privacy and Security of Member District Data. After the Effective Date, TIES (Sourcewell Technology) shall maintain the privacy and security of Member Districts' educational and student data stored or hosted by TIES (Sourcewell Technology) in connection with the provision of products and services as described in Section 1.8, in accordance with TIES' (Sourcewell Technology) data privacy and security policies as well as the terms of the applicable Master Service Agreement and all other agreements related to the provision of such services by TIES (Sourcewell Technology) to each Member District.

6. Capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Reorganization Agreement.

7. The provisions of the Reorganization Agreement that are not expressly modified by this Addendum shall remain in full force and effect pursuant to their terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum by their duly authorized representatives, as of the date first above written.

MEMBER DISTRICTS

The Member Districts identified on Exhibit A to the TIES Reorganization Agreement have each received this Addendum to the TIES Reorganization Agreement and attached it to such agreement. Execution of the joint signature page to the Reorganization Agreement and the Amended Joint Powers Agreement of Sourcewell Technology (f/k/a TIES), together with approval and ratification by each Member District's governing board, shall constitute evidence of each Member District's intent to be bound by the provisions in this Addendum.

Exhibit A
List of Member Districts

Anoka-Hennepin Schools, #11	Minnetonka Public Schools, #276
Big Lake Schools, #727	Monticello Public School District, #882
Brooklyn Center Community Schools, #286	Mounds View Public Schools, #621
BHM Schools (Buffalo Hanover Montrose), #877	New Prague Area Schools, #721
Burnsville-Eagan-Savage School District, #191	North Branch Area Public Schools, #138
Centennial School District, #12	Orono Schools, #278
Chisago Lakes School District, #2144	Osseo Area Schools, #279
East Central Schools, #2580	Pine City Public Schools, #578
Eden Prairie Schools, #272	Randolph Public Schools, #195
Edina Public Schools, #273	Red Wing Public Schools, #256
Forest Lake Area Schools, #831	Richfield Public Schools, #280
Fridley Public Schools, #14	Rosemount-Apple Valley-Eagan Public Schools, #196
Hastings Public Schools, #200	Rush City Schools, #139
Hinckley-Finlayson Schools, #2165	Shakopee Public Schools, #720
Hopkins Public Schools, #270	South St. Paul Public Schools, #6
Howard Lake-Waverly-Winsted Public Schools, #2687	St. Anthony-New Brighton, #282
Intermediate District #287	St. Cloud Area School, #742
Intermediate District #917	St. Francis Area Schools, #15
Inver Grove Heights Schools, #199	St. Louis Park Public Schools, #283
Jordan Public Schools, #717	St. Michael-Albertville Schools, #885
Lakeville Area Public Schools, #194	Stillwater Area Public Schools, #834
Mahtomedi Public Schools, #832	West St. Paul-Mendota Heights-Eagan, #197
	Westonka Public Schools, #277

Exhibit B

TIES REORGANIZATION AGREEMENT

THIS TIES REORGANIZATION AGREEMENT (the “Reorganization Agreement”) is entered into as of July 27, 2018 (the “Signing Date”) by and among Sourcewell, formerly known as National Joint Powers Alliance (“Sourcewell”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services (“TIES”) which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the “Member Districts”) of TIES which are identified in the attached Exhibit A (each a “Party” and collectively, the “Parties”). The transaction described in this Agreement shall be effective as of 12:01a.m. on September 1, 2018, or on such date as all closing conditions set forth in Article IV have been satisfied or waived (the “Effective Date”).

WHEREAS, TIES was created in 1965 as a Minnesota joint powers entity under Minn. Stat. §471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES presently operates at a financial deficit which TIES and its Member Districts have determined is not sustainable; and

WHEREAS, TIES and its Member Districts have determined that it is in their mutual best interests to enter into this Reorganization Agreement with Sourcewell for the reorganization of TIES’ membership and governance (the “Reorganization”) as described herein, and in the separate Joint Powers Agreement (Amended, Restated, Restructured and Reconstituted) of even date between the Parties and Metropolitan Educational Cooperative Service Unit (“Metro ECSU”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21 (the “Amended Joint Powers Agreement”); and

WHEREAS, the purposes of the Reorganization are to minimize the negative financial impact on Member Districts; to maintain and improve TIES’ operations to ensure continuity of services to Member Districts (and other TIES customers); and, to allow TIES and the Member Districts to maintain and manage the “TIES Building Assets” (as defined below); and

WHEREAS, in January 2018, the TIES Board, which consists of representatives of the Member Districts, authorized TIES management and its Executive Committee to explore various business opportunities with third parties consistent with applicable Minnesota law; and

WHEREAS, in connection with such efforts, Sourcewell and TIES entered into a non-binding Letter of Intent (“LOI”) dated January 23, 2018 with respect to a possible transaction involving Sourcewell’s assumption of governance, management, and operational authority over TIES’ business operations; and

WHEREAS, after substantial completion of due diligence, in April 2018 the respective Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate the Reorganization (which is similar to the possible transaction outlined in the LOI); and

WHEREAS, Sourcewell and Metro ECSU wish to join TIES as new “Governing Members”, and the Member Districts wish to remain members of TIES as “Limited Members” in accordance with the terms set forth in the Amended Joint Powers Agreement; and

WHEREAS, the TIES Board desires to affirm the admission of Sourcewell and Metro ECSU as new members of TIES, to be effective as of the Effective Date and according to the provisions in the Amended Joint Powers Agreement, subject to consummation of the Reorganization; and

WHEREAS, the Sourcewell Board has approved the Reorganization as described in this Reorganization Agreement, the Amended Joint Powers Agreement, and all other documents and agreements required to be entered into by the Parties to consummate the Reorganization (collectively, the “Definitive Agreements”), subject to the closing conditions described herein, and has proposed the same to all other Parties for consideration; and

WHEREAS, the governing body of each of the other Parties has independently determined that the Reorganization and entering into the Definitive Agreements is in the best interests of their organization.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

ARTICLE I REORGANIZATION

Section 1.1 TIES Assets and Liabilities. The Member Districts agree to retain, assume and pay for certain debts, liabilities, and obligations of TIES as of the Financial Cut-Off Date (as defined in Section 2.1) and the Parties agree to such other allocation of TIES’ assets and liabilities as described in Article II of this Reorganization Agreement. The governing board of each Member District shall approve this Reorganization Agreement and the Amended Joint Powers Agreement by adopting resolutions in the form of the template attached hereto as Exhibit B.

Section 1.2 Amended Joint Powers Agreement; TIES Name Change. The Parties and Metro ECSU shall execute the Amended Joint Powers Agreement to be effective as of the Effective Date, substantially in the same form attached hereto as Exhibit C, which in relevant part establishes two classes of membership in TIES and changes the name of TIES to Sourcewell Technology.

Section 1.3 TIES Governance Approvals; TIES Admission of New Members. The TIES Executive Committee shall approve the Reorganization, this Reorganization Agreement, and the Amended Joint Powers Agreement by adopting a resolution in substantially the same form attached hereto as Exhibit D, all to be effective as of the Effective Date. Sourcewell and Metro ECSU shall be admitted as the two sole Governing Members of TIES pursuant to the terms of the Amended Joint Powers Agreement, in accordance with such resolutions.

Section 1.4 Reclassification of TIES Membership; Withdrawal of Member Districts. The Member Districts shall be reclassified as Limited Members of TIES pursuant to the terms of the

Amended Joint Powers Agreement, effective as of the Effective Date. The Member Districts shall withdraw as Limited Members of TIES pursuant to the provisions in the Amended Joint Powers Agreement.

Section 1.5 TIES Building Assets; Building Committee; Building Maintenance Fee; Sale. Except as otherwise set forth in the Amended Joint Powers Agreement, as Limited Members of TIES, the Member Districts shall have sole responsibility, liability, obligations, and rights to all of the TIES buildings, structures, and improvements located in, on, or about the real property legally described on Exhibit E, as well as certain fixtures and furniture located therein as set forth on Exhibit E (collectively, the “TIES Building Assets”). As described in the Amended Joint Powers Agreement, the Building Committee (which means the nine (9) member TIES Executive Committee existing as of the Effective Date) shall represent TIES and the Member Districts in the management and maintenance of the “TIES Building” as defined in Exhibit E.

1.5.1 Member Districts shall continue to be responsible for payment of (i) all costs and expenses related to the management, operation, and maintenance of the TIES Building Assets, including without limitation, all utilities, maintenance and repair (including replacement), taxes, insurance, building personnel, management and administrative fees (all of the foregoing, collectively, the “TIES Building Operating Costs”), and (ii) any and all extraordinary or unanticipated expenses outside of those incurred in the normal course of day-to-day management and operation of the TIES Building Assets (e.g., without limitation, due to an unforeseen environmental conditions or unanticipated capital expenditures (e.g., roof replacement)) (collectively, the “Extraordinary Expenses”). TIES shall perform facilities management services with respect to the TIES Building Assets on behalf of the Member Districts as consideration for Member Districts’ agreement that TIES, Sourcewell, and Metro ECSU shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

1.5.2 Each Member District shall continue to exercise its authority under Minnesota Statutes § 126C.40, Subdivision 1(i) to levy for, and shall pay to TIES (Sourcewell Technology), its portion of lease costs attributed to the Member District for the Lease-Purchase Agreement between TIES and U.S. Bank National Association dated October 1, 2012 (the “Lease-Purchase Financing”), which was entered into pursuant to the issuance of the Technology and Information Education Services, St. Paul, Minnesota Certificates of Participation, Series 2012C in an original principal amount of \$5,207,000, including without limitation, all debt, interest and other costs and fees due thereunder.

1.5.3 After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the “Initial Building Maintenance Fee,” hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the “Building Maintenance Fee(s)”). The Initial Building Maintenance Fee is

anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts' liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets.

1.5.4 TIES (Sourcewell Technology) shall continue to have the right, at its option, to assess further Building Maintenance Fees to the Member Districts to pay for TIES Building Operating Costs and to assess fees to the Member Districts to pay for any Extraordinary Expenses.

1.5.5 If the TIES Building Assets are sold prior to the expiration of the anticipated period covered by the Initial Building Maintenance Fee (or within any period covered by an additionally assessed Building Maintenance Fee), the Member Districts may be entitled to a refund of any paid portion of the Initial Building Maintenance Fee (or any additionally assessed and paid Building Maintenance Fee) exceeding the Member District's liability for the TIES Building Costs and any Extraordinary Expenses.

1.5.6 Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

Section 1.6 TIES Employees. Employees of TIES as of the Effective Date shall continue to be employed by TIES (Sourcewell Technology) on and after the Effective Date, subject to the right of TIES (Sourcewell Technology) and any such employee to terminate such employment relationship at any time. TIES employees shall continue to receive compensation and benefits from TIES (Sourcewell Technology) following the Reorganization.

Section 1.7 Management Agreement. The Parties may desire to transition oversight and management of TIES' operations to Sourcewell at some point prior to the Effective Date. If such event, TIES and Sourcewell will enter into a Management Agreement describing the terms and conditions on which Sourcewell will provide management services to TIES during the period before the Effective Date.

Section 1.8 Continuation of Services to Member Districts. TIES (Sourcewell Technology) agrees to continue to provide services to Member Districts, and Member Districts agree to receive

such services, in accordance with the terms and conditions set forth in each Member District's legal agreements with TIES for the provision of products and services in effect as of the Financial Cut-off Date.

ARTICLE II

ALLOCATION OF TIES ASSETS AND LIABILITIES

Section 2.1 Retention of All Assets by TIES (Sourcewell Technology). As of the Effective Date, TIES (Sourcewell Technology) shall retain all of its right, interest, and ownership of all assets and operations of TIES, including but not limited to all receivables, properties, real estate, buildings, equipment, contracts, rights, licenses, permits, software, source code, applications, other technology and intellectual property, programs, services, and all other assets of TIES (the "TIES Assets"). The TIES Assets include in part the TIES Building Assets.

Section 2.2 Retention of Certain Liabilities by TIES (Sourcewell Technology). As of the Effective Date, TIES (Sourcewell Technology) shall retain, and timely pay and perform only the following liabilities of TIES (collectively referred to as the "Retained Liabilities"):

2.2.1 Accounts payable of TIES as of July 1, 2018 (the "Financial Cut-off Date"); and

2.2.2 All operating expenses of TIES arising on and after the Financial Cut-off Date.

Section 2.3 Retention and Payment of Member Districts' Debts. Subject to the indemnification provisions of Section 6.3.3, and in addition to the Member Districts' financial obligations related to the TIES Building Assets under Section 1.5, the Member Districts hereby retain, assume and accept joint and several liability for, and shall pay, satisfy and discharge all debts (excluding Accounts Payable), liabilities and obligations of TIES incurred in the operation of its business prior to the Financial Cut-off Date ("Member Districts Debts") by payment in their pro rata shares estimated as of the Financial Cut-off Date (the "Member District Debt Payments"). Member Districts shall pay their Member District Debt Payments to TIES by no later than end of business on July 27, 2018 pursuant to their individual Summary Sheet and invoice expected to be sent to them on or about July 3, 2018. The Summary Sheets will be provided in the same form as the template attached as Exhibit F. Member District Debt Payments shall be determined according to a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017. Member District Debt Payments are subject to any adjustments required by the reconciliation described below in Section 2.4.

Section 2.4 Reconciliation. The Parties understand and agree that audited financials which include the final amount of Member Districts Debts incurred by TIES prior to the Financial Cut-off Date will not be available until the routine audit for TIES fiscal year 2017-2018 (July 1, 2017 - June 30, 2018) by its independent auditor has been completed and the audit report has been provided to TIES and the Member Districts. Such audit report is expected in the month of December 2018. The Parties further understand and agree that upon receipt of the audit report, an adjustment to each Member District's Debt Payment made pursuant to Section 2.3, or a credit toward the Member Districts Debts may occur. In such event, TIES (Sourcewell Technology) shall provide the other Parties with an accounting for any shortfall or overpayment and an invoice or

reimbursement for the difference as appropriate.

Section 2.5 Relinquishing and Assignment of IP Rights by Member Districts. Each Member District hereby relinquishes and assigns to TIES (Sourcewell Technology) any and all rights it may have in any software, source code, applications, and related technology, copyrightable subject matter, trade secrets, and any other intellectual property of TIES by virtue of any prior agreements or licenses with TIES (the “IP Assets”).

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.1 Representations, Warranties, and Covenants of TIES. As a material inducement to Sourcewell enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, TIES represents and warrants to Sourcewell that the following are true, complete and correct as of the Signing Date, except as set forth in Schedule 3.1 (the “TIES Disclosure Schedule”):

3.1.1 Organization. TIES has all requisite corporate power and authority to own the Acquired Assets, to conduct its activities as they are now being conducted, and to enter into and perform its commitments under each of the instruments to be executed by TIES in connection with the Reorganization.

3.1.2 Corporate Authorization. The execution, delivery and performance of this Reorganization Agreement by TIES, and all other agreements or instruments to be executed by TIES pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within TIES’ statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by TIES in connection herewith will constitute, the legal, valid and binding obligations of TIES, which are, or will be, enforceable against TIES in accordance with their respective terms.

3.1.3 Exhibits. The information contained in each of the exhibits referenced in and attached to this Reorganization Agreement is complete, true and correct in all material respects.

3.1.4 No Defaults. True and correct copies of each of the material leases, contracts and licenses to which TIES is a Party have been provided to Sourcewell in the due diligence process, and to the best of TIES’ knowledge, each is in full force and effect except as TIES has otherwise disclosed to Sourcewell. To the best of TIES’ knowledge, TIES is not in material default or breach under any of such agreements and no other Party to such agreements is in material default or breach thereunder. TIES has not received any written notice of an allegation or have other reason to believe that any such agreement is not in full force and effect or that TIES or another Party to such agreement is in material default or breach thereunder.

3.1.5 No Breaches. To the best of TIES’ knowledge after due and diligent inquiry, TIES is not in violation of, and the execution, delivery and performance of this Reorganization

Agreement or the other agreements contemplated by this Reorganization Agreement, and the consummation of the Reorganization contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of TIES' Joint Powers Agreement or Bylaws, or of any mortgage (provided any required consent of the mortgagee thereunder is received), bond, indenture, contract, agreement, license or other instrument or obligation to which TIES is a party or by which the TIES Assets are bound. To the best of TIES' knowledge after due and diligent inquiry, the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or threatened in a proceeding or action in which TIES is, was or may be bound or to which the TIES Assets are subject. In the event any such notices are served or received prior to the Effective Date or if an inspection by the applicable governmental authorities shall disclose that the TIES Assets (including the TIES Building Assets) or any portion thereof is not in compliance with applicable law, regulation or other governmental requirement, TIES will notify all other Parties and commence to address such compliance as soon as may be practical, provided however, that any work required to effect such compliance shall be subject to Sourcewell's reasonable approval and shall be completed by TIES prior to the Effective Date. If there is insufficient time to effect compliance prior to the Effective Date, then TIES may extend the Effective Date, subject to the approval of Sourcewell, until such compliance is achieved.

3.1.6 Lawsuits and Proceedings. TIES is not engaged in any legal action or other proceedings before any court or administrative agency which would or might prohibit the Reorganization contemplated hereby or which would or might adversely affect the TIES Assets. TIES is not a party to any action or proceeding, nor has TIES received written notice of or have reason to believe that there exists any such action or proceeding, nor does there exist any basis therefor, which will or could have a material adverse effect on the condition, financial or otherwise, of the TIES Assets. No order, writ, injunction or decree has been issued by, or, to the best of TIES' knowledge after due and diligent inquiry, requested of, any court or governmental agency which does or may result in any material adverse change in the TIES Assets or in the financial condition of TIES. TIES is not liable for damages to any of its employees or former employees as a result of violation of any foreign, state or federal laws directly or indirectly relating to such employees or former employees.

3.1.7 Condition of TIES Assets. To the best of TIES' knowledge after due and diligent inquiry, there are no defects in the TIES Assets or other conditions relating thereto which, in the aggregate, materially adversely affect the operation or value of the TIES Assets. Ordinary wear and tear of the TIES Assets is permitted.

3.1.8 Compliance with Law. With respect to the TIES Building Assets, TIES has not been cited for any violations of any regulation, code, resolution, ordinance, statute or law involving the use, maintenance, operation or condition of the TIES Building Assets, or any part thereof, which have not been corrected, and to the best of TIES' knowledge, the TIES Building Assets comply with all applicable resolutions, statutes, laws, rules, regulations, and codes of all governmental units, authorities, agencies, and environmental protection agencies having authority over the TIES Building Assets. TIES is not currently being

charged with, nor to TIES' best knowledge, are its operations, nor any aspect of the TIES Building Assets, in material violation of, any applicable foreign, federal, state or municipal laws, regulations or ordinances the violation of which would have a materially adverse impact on TIES' operations including, without limitation, the federal Occupational Safety and Health Act of 1970, 42 U.S.C. § 1320a-7b, the Americans with Disabilities Act of 1990, Minnesota State law, and the regulations promulgated under the foregoing, or any other applicable federal, state or municipal statute, law, regulation or ordinance relating to occupational or environmental health and safety, nor is TIES relying on any exemption from or deferral of any such applicable statute, law, regulation or ordinance that would not be available to TIES after the Effective Date.

3.1.9 Intellectual Property Rights. To the extent necessary for the operation of TIES, TIES owns or exclusively holds all rights to use, free and clear of all liens, claims and restrictions, all trademarks, service marks, trade names, logos, internet domain names, designs, slogans, (whether registered or unregistered) copyrights and copyrightable subject matter (whether registered or unregistered), computer software programs and software systems, including all data bases, compilations, applications, tool sets, compilers, decompilers, related documentation and materials, whether in source code or object code or human readable form, trade secrets, know-how, concepts, methods, processes, reports, data, business plans, and other proprietary information, all of which derive value from being maintained in confidence (the "Intellectual Property"). If applicable, TIES has used reasonable efforts to secure rights to Intellectual Property needed for the operation of its current business from its employees under applicable law and/or written assignment, and from consultants by written assignment. TIES has not received written notice of any claim that its Intellectual Property infringes upon the rights of any such employee or consultant.

3.1.10 Representations and Warranties. The representations and warranties contained in this Section 3.1 hereof shall be true on and as of the Effective Date with the same force and effect as though such representations and warranties had been made on and as of the Effective Date. Such representations and warranties have been made by TIES with the knowledge and expectation that all other Parties are relying thereon.

3.1.11 Preservation and Operation of TIES Business. Between the Financial Cut-off Date and the Effective Date, TIES will keep its business and properties substantially intact, including present operations, the TIES Building Assets, working conditions and relationships with employees, Member Districts, licensors, and suppliers. TIES will not engage in any practice, take any action, or enter into any transaction outside of the ordinary course of business without Sourcewell's prior written consent. TIES shall continue to operate in the ordinary course of business with frequent updates and notice to Sourcewell of such operations and TIES shall not take any action which, if taken prior to the Effective Date of this Agreement, would have had the effect of making any of TIES' representations and warranties contained herein untrue as of the Effective Date of this Agreement. TIES shall observe and keep in full force and effect all applicable licenses and permits and shall perform all its obligations thereunder, and shall not voluntarily amend or terminate any existing management, service or other agreements that are necessary to carry on and conduct the present business of TIES. TIES will not engage in any practice, take any

action, or enter into any transaction outside of the ordinary course of business without Sourcewell's prior written consent.

Section 3.2 Representations, Warranties, and Covenants of Sourcewell. As a material inducement to TIES to enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, Sourcewell hereby represents and warrants to and TIES that the following are true, complete and correct as of the Signing Date:

3.2.1 Organization. Sourcewell has all requisite corporate power and authority to enter into and perform its commitments under each of the instruments to be executed by Sourcewell in connection with the Reorganization.

3.2.2 Corporate Authorization. The execution, delivery and performance of this Reorganization Agreement by Sourcewell, and all other agreements or instruments to be executed by Sourcewell pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within Sourcewell's statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by Sourcewell in connection herewith will constitute, the legal, valid and binding obligations of Sourcewell, which are, or will be, enforceable against Sourcewell in accordance with their respective terms.

3.2.3 No Breaches. To the best of Sourcewell's knowledge after due and diligent inquiry, Sourcewell is not in violation of, and the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement, and the consummation of the Reorganization contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of Sourcewell's governing documents, or of any mortgage (provided any required consent of the mortgagee thereunder is received), bond, indenture, contract, agreement, license or other instrument or obligation to which Sourcewell is a party. To the best of Sourcewell's knowledge after due and diligent inquiry, the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or threatened in a proceeding or action in which Sourcewell is, was or may be bound. In the event any such notices are served or received prior to the Effective Date, Sourcewell will notify all other Parties and commence to address such compliance as soon as may be practical, provided however, that any work required to effect such compliance shall be completed by Sourcewell prior to the Effective Date. If there is insufficient time to effect compliance prior to the Effective Date, then Sourcewell may extend the Effective Date until such compliance is achieved.

Section 3.3 Representations, Warranties, and Covenants of Member Districts. As a material inducement to each other Party to enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, the Member Districts each hereby represent and warrant to each other Party that the following are true, complete and correct as of the Signing Date with respect to their own organization:

3.3.1 Organization. Each of the Member Districts has all requisite corporate power and authority to enter into and perform its commitments under each of the instruments to be executed by the Member Districts in connection with the Reorganization.

3.3.2 Corporate Authorization. The execution, delivery and performance of this Reorganization Agreement by each Member District, and all other agreements or instruments to be executed by the Member District pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within such Member District's statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by the Member District in connection herewith will constitute, the legal, valid and binding obligations of such Member District, which are, or will be, enforceable against such Member District in accordance with their respective terms.

ARTICLE IV

CLOSING CONDITIONS

Section 4.1 Conditions Precedent. The obligation of each Party to enter into and complete the Reorganization contemplated by the Definitive Agreements is subject to the fulfillment on or prior to the Effective Date of the conditions described in this Article IV, any one or more of which may be waived by agreement of all of the Parties or as otherwise provided herein.

Section 4.2 Approvals of Governing Bodies. The governing bodies of Sourcewell, Metro ECSU, and each Member District shall have approved the Definitive Agreements to which they are a party and granted all other approvals necessary for the applicable Party to complete the Reorganization as described in the Definitive Agreements, with all such resolutions in the form of the templates attached hereto, as applicable, or otherwise in a form and content satisfactory to Sourcewell; and after each such approval has been obtained, the Sourcewell Board of Directors shall have taken a final vote approving the Reorganization.

Section 4.3 Completion of Attachments. All attachments, exhibits and schedules to the Definitive Agreements shall have been completed by the Parties and updated as of the Effective Date, and Sourcewell shall have approved the same.

Section 4.4 Third Party Consents. The Parties shall have provided all notices and obtained all consents of third parties and governmental entities required to consummate the Reorganization; provided that Sourcewell may in its discretion waive the receipt of any such notices or consents as a condition of closing.

Section 4.5 No Material Liabilities. No material liabilities of TIES shall have been identified that would have a material adverse effect on TIES' Assets or the Reorganization; provided that Sourcewell may in its discretion waive such condition as a condition of closing.

Section 4.6 Insurance Policies. TIES shall have maintained all insurance policies which were in place as of the Signing Date in full force and effect through the Effective Date and shall have provided copies of the same to Sourcewell if so requested.

Section 4.7 Other Documents. All Parties shall have delivered to each other Party executed Definitive Agreements to which they are a party, and any other documents and deliverables required by this Reorganization Agreement or otherwise reasonably requested by the Parties to carry out the Reorganization.

Section 4.8 Representations and Warranties. Each of the representations and warranties of the Parties herein shall be true and correct at and as of the Effective Date as though then made and as though the Effective Date had been substituted for the Signing Date throughout such representations and warranties.

Section 4.9 Opinion of Bond Counsel. TIES shall have obtained and provided to Sourcewell and Metro ECSU an opinion of Knutson Flynn & Deans, bond counsel, dated the Effective Date, to the effect that the Reorganization as presently contemplated and described in the Definitive Agreements will not adversely affect the exclusion of the interest on the Lease-Purchase Financing (as defined in Section 1.5.2 hereof) from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, subject to certain conditions.

Section 4.10 Satisfaction of Third Party Debt. TIES shall have prepaid in full all outstanding amounts with respect to its revolving line of credit with Venture Bank dated June 30, 2018, Loan No. 15057, such payments to be made as funds are made available to TIES pursuant to the Member District Debt Payments, and TIES shall have terminated such line of credit with the consent of Venture Bank, all prior to the Effective Date. In the event that TIES' payment in full and termination of such line of credit is not completed by September 1, 2018, the Effective Date shall be on such later date as this closing condition described in Section 4.10, and all other closing conditions described in this Article IV, have been satisfied or waived.

ARTICLE V

DELIVERABLES

Section 5.1 Executed Reorganization Agreement. Each Party shall deliver to each other Party an executed copy of the Reorganization Agreement on or prior to the Signing Date.

Section 5.2 Other Deliverables. Prior to the Effective Date, each Party shall deliver to each other Party such documents, instruments and materials as may be reasonably required in order to effectuate the intent and provisions of this Reorganization Agreement, including all deliverables described in Section 5.3. There shall not be a physical closing at which all Parties are present. The transactions which occur on the Effective Date shall be deemed to have taken place as of 12:01 a.m. on the Effective Date.

Section 5.3 Specific Items to be Delivered Before the Effective Date. The Parties shall deliver the following items to all other Parties prior to the Effective Date:

5.3.1 To be delivered by TIES:

- (i) Certificate of an authorized officer of TIES confirming, as of the Closing Date, the accuracy of and compliance with the representations, warranties and covenants set forth in Sections 3.1 and 6.2 hereof.
- (ii) TIES Executive Committee Resolutions substantially in the form of the template attached hereto as Exhibit D.
- (iii) A bond counsel opinion pursuant to Section 4.9 of this Agreement.

5.3.2 To be delivered by Sourcewell:

- (i) An executed copy of the Amended Joint Powers Agreement.
- (ii) Sourcewell Board Resolutions approving the proposed terms of the Reorganization prior to the Signing Date.
- (iii) Sourcewell Board Resolutions giving final approval of the Reorganization pursuant to Section 4.2 of this Reorganization Agreement.

5.3.3 To be delivered by each Member District:

- (i) An executed copy of such Member District's joint signature page to the Reorganization Agreement and Amended Joint Powers Agreement, if not previously provided.
- (ii) A copy of the resolutions of the governing board of such Member District approving the Reorganization, in the form of the template attached hereto as Exhibit B.
- (iii) A wire transfer or other payment of such Member District's Debt Payment to TIES by July 27, 2018.

Section 5.4 Further Assurances. If any Party reasonably determines or is reasonably advised that any further instruments, actions, or things are necessary or desirable to carry out the terms of the Reorganization, either prior to or following the Effective Date, each Party shall cooperate and shall in good faith execute and deliver such instruments, perform all such actions, and provide all such things reasonably necessary and proper to carry out the terms of the Reorganization.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1 Insurance. TIES will provide Sourcewell with access upon request to copies of all insurance policies maintained by TIES relating to the TIES Assets or the Retained Liabilities currently in force for which TIES is a named insured (collectively, the "Insurance Policies").

Section 6.2 Additional Representations and Warranties Regarding Insurance. In addition to the representations and warranties set forth in Section 3.1, TIES represents and warrants to each other Party that the following are true, complete and correct as of the Signing Date:

6.2.1 Claims. All material claims, potential claims or circumstances have been timely reported, and except as set forth on the Disclosure Schedule, there are no claims related to the TIES Assets, or the Retained Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

6.2.2 No Change in Coverage; Premiums. Neither TIES nor any of its employees has received any written or oral notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued.

6.2.3 Integrity of Insurance Policies. All Insurance Policies are in full force and effect and enforceable in accordance with their terms, and have not been subject to any lapse in coverage. TIES is not in default under, or has otherwise failed to comply, in any material respect, with any provision contained in any Insurance Policy.

6.2.4 Maintenance of Policies; Notices. A true and complete copy of each Insurance Policy (including all endorsements thereto) that is currently in force has been made available to Sourcewell. At TIES' expense, TIES will maintain the current Insurance Policies in full force and effect through the Effective Date. TIES will give all notices and present all claims arising prior to the Effective Date under all potentially applicable Insurance Policies in a due and timely fashion.

Section 6.3 . Indemnification.

6.3.1 Survival of Representations and Warranties. Except as otherwise provided in this Reorganization Agreement, the representations and warranties contained in this Reorganization Agreement shall survive the Effective Date for a period of twelve (12) months.

6.3.2 Indemnification by TIES (Sourcewell Technology). TIES (Sourcewell Technology) will defend, hold harmless, and indemnify each Member District from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) asserted against, imposed upon or incurred by such Member District to the extent not covered by such Member District's insurance, and subject to the limitations of Minnesota Statutes Section 466.04, which the Member District may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon any liability relating to or arising out of the TIES Assets on or after the Effective Date or TIES's operations on or after the Effective Date which is specifically retained by TIES (Sourcewell Technology) pursuant to this Agreement.

6.3.3 Indemnification by Member Districts. Each Member District will defend, hold harmless, and indemnify each of TIES (Sourcewell Technology), Sourcewell, Metro ECSU, and each of their officers, directors and employees from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) asserted against, imposed upon or incurred by TIES (Sourcewell Technology), Sourcewell, or Metro ECSU, respectively, to the extent not

covered by each such Party's insurance, and subject to the limitations of Minnesota Statutes Section 466.04, which TIES (Sourcewell Technology), Sourcewell, or Metro ECSU may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (a) the inaccuracy of any representation or warranty made by the indemnifying Member District in this Reorganization Agreement; (b) the failure of the indemnifying Member District to comply with any covenants or other commitments made by it in this Reorganization Agreement; (c) any liability relating to or arising out of the TIES Assets prior to the Effective Date or TIES's operations prior to the Effective Date which is not specifically retained by TIES (Sourcewell Technology) pursuant to this Agreement; or (d) any liability relating to or arising out of the TIES Building Assets. A Party which is indemnified pursuant to this Section 6.3.3 will be entitled to manage the response, including the negotiation of any settlement and shall have the right to select counsel and direct the defense of any claim that results in a lawsuit.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Termination. This Reorganization Agreement and the transactions contemplated by this Reorganization Agreement may be terminated prior to the Effective Date as follows:

7.1.1 By mutual written consent of the Parties;

7.1.2 By any Party upon written notice to the other Parties upon the occurrence of a misrepresentation or material breach by a non-terminating Party of its obligations or covenants under a Definitive Agreement, which breach is not cured or a plan of cure reasonably satisfactory to the noticing Party is not presented, within twenty (20) days following the receipt of such notice by the breaching Party, which must state the nature and extent of the material breach complained of;

7.1.3 By any Party, if there is a material change in the law that makes consummation or continuation of the Reorganization illegal or otherwise prohibited or if there is any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation or continuation of the transactions contemplated by the Definitive Agreements; or

7.1.4 By Sourcewell, if it determines in its reasonable discretion that one or more of the Closing Conditions is impossible or impracticable to be satisfied or achieved as of the Effective Date.

Section 7.2 Public Announcements. No Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the Reorganization, without the prior written approval of Sourcewell and TIES. No Party shall otherwise use another Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of such other Party.

Section 7.3 Third-Party Beneficiaries. Metro ECSU shall be a third party beneficiary to this Reorganization Agreement. Except as expressly provided in the applicable Definitive Agreement,

no other person or entity is intended or shall be deemed or determined to be a third party beneficiary of any Definitive Agreement.

Section 7.4 Amendment and Modification. The Definitive Agreements may be modified, if at all, only in writing duly adopted by the parties thereto.

Section 7.5 Assignment Prohibited. No Party may assign its interest in any Definitive Agreement.

Section 7.6 Attachments. All schedules, exhibits, and attachments to each Definitive Agreements are hereby incorporated by reference into each such Definitive Agreement.

Section 7.7 Entire Agreement; Merger and Integration. The Definitive Agreements, including all schedules, exhibits, and attachments thereto, represent the full and complete understanding of all Parties hereto. Each Party represents that it is not relying on any prior representations or understandings, whether oral or in writing. Except as otherwise expressly provided herein, the Definitive Agreements amend, restate, restructure, reconstitute and supersede any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, membership agreements, all letters of intent and memoranda of intent and understanding among the Parties, and any other contracts among the Parties related to the subject matter herein, except that all services agreements as described in Section 1.8 shall remain in effect.

Section 7.8 Necessary and Indispensable Parties. All Parties agree that each is relying on the terms and conditions agreed upon herein for its benefit and that in the event a challenge to the Agreement every Parties interest would be impeded. Therefore, in the event of an action challenging the validity of or any part of this Agreement all parties are deemed necessary and indispensable parties for purposes of Minn. R. Civ. Pro 19.

Section 7.9 Authority to Sign, Counterparts; Signature Location. Each undersigned individual represents that he or she has actual authority to execute this Reorganization Agreement and to bind the respective Parties to the terms and conditions herein contained. This Reorganization Agreement may be signed in one or more counterparts and each such executed counterpart shall constitute one and the same Reorganization Agreement.

Section 7.10 Governing Law, Venue. All questions with respect to the construction of the Definitive Agreements, and the rights and liabilities of the Parties under such agreements, shall be determined in accordance with the applicable provisions of the laws of the State of Minnesota without regard to the principles of conflicts of law. Venue for any action arising under this Agreement shall be in the District Court of Ramsey County, Minnesota.

Section 7.11 References to TIES. For purposes of the Reorganization, all references to “TIES” and “TIES (Sourcewell Technology)” in the Definitive Agreements and the exhibits thereof are intended to apply to TIES as defined in this Agreement, and any distinction in the term used is intended solely to facilitate communication between the Parties. The Definitive Agreements shall be interpreted without regard to whether a particular provision uses the term “TIES” or “TIES (Sourcewell Technology).”

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Exhibit C

**JOINT POWERS AGREEMENT
OF SOURCEWELL TECHNOLOGY
(F/K/A TIES)**

(Amendment, Restatement, Restructure and Reconstitution)

THIS AMENDED, RESTATED, RESTRUCTURED, AND RECONSTITUTED JOINT POWERS AGREEMENT (this "Agreement") is entered into between Sourcewell ("Sourcewell") and Metropolitan Educational Cooperative Service Unit ("Metro ECSU"), both of which are public agencies and public corporations established by Minnesota Statutes § 123A.21; and the member school districts ("Member Districts") of TIES which are identified in the attached Exhibit A (each a "Party" and collectively, the "Parties") and is effective as of the Effective Date (as defined in the TIES Reorganization Agreement).

WITNESSETH:

WHEREAS, Technology and Information Educational Services ("TIES") is a joint powers entity formed under Minnesota Statutes § 471.59 which is governed by a Joint Powers Agreement dated November 5, 1965 (the "Original Joint Powers Agreement"); and

WHEREAS, Sourcewell, TIES, and the Member Districts entered into a TIES Reorganization Agreement ("the Reorganization Agreement") on or about July 27, 2018 describing the reorganization of TIES (the "Reorganization"); and

WHEREAS, in furtherance of the Reorganization, the Parties wish to set forth their agreement with respect to the governance, authority, and other terms pursuant to which TIES will be governed by creating this amended and restated joint powers agreement of TIES which, in relevant part, restructures TIES' membership into two classes of members, vests governance and control of TIES in Sourcewell and Metro ECSU, provides for Member Districts to oversee the maintenance, management and disposition of the TIES Building Assets, provides for capital contributions and financial support, and otherwise governs the authority, structure, and governance of TIES; and

WHEREAS, effective as of the Effective Date and pursuant to the adoption of this Agreement, Sourcewell and Metro ECSU shall be admitted as the sole Governing Members of TIES and all Member Districts shall be reclassified as Limited Members of TIES, as defined herein.

NOW, THEREFORE pursuant to Minnesota Statutes § 471.59 and in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

ARTICLE I

RESTRUCTURED AND RECONSTITUTED JOINT POWERS ENTITY

Section 1. Name. As of the effective date of this Agreement, and subject to terms and conditions herein contained, the joint powers entity previously known as TIES shall continue in the name "Sourcewell Technology."

Section 2. Statement of Purpose. This Agreement is made for the purpose of ensuring Sourcewell Technology's continuity and development of informational and technological products, services, programs, solutions, and support, with a primary emphasis on serving the K-12 sector.

Section 3. Powers, Manner Exercised. Sourcewell Technology shall have all powers and authority provided by law including, but not limited to the following:

- a. To sue and be sued in its name;
- b. To adopt bylaws and enter an agreement for management with a member service cooperative, as long as such bylaws and agreements are consistent with the terms of this Agreement;
- c. To approve, enter and execute contracts;
- d. To employ personnel to carry out functions and operations consistent with its purpose;
- e. To adopt operational and administrative policies and procedures;
- f. To set an annual budget based on financial contributions, revenue generated and financial support received;
- g. To approve lawful expenditures;
- h. Determine service offerings and set pricing for the same;
- i. Obtain and enforce intellectual property rights protections (e.g. copyright, trademark) to the extent allowed by law;
- j. To accept other monies from public and private sources, including grants or donations, in accordance with law;
- k. To acquire by purchase, gift, devise, lease or otherwise, any and all personal or real property necessary to achieve the purpose of the Agreement.
- l. To obtain insurance on the private market, through a local government pooled risk entity or both;
- m. To establish any administrative or advisory committee, subcommittee, task force or working group necessary to achieve the purpose of this Agreement.

Care and control of Sourcewell Technology is vested in a Joint Board of Directors as provided in Article I, Section 4. All actions of the Board shall be by majority vote of Board of Directors, except for any addition of a Governing Member which requires a unanimous vote of the Joint Board and approval by the governing bodies of Sourcewell and Metro ECSU. In exercising the foregoing powers, the Board of Directors does not have authority to bind Sourcewell or Metro ECSU to financial obligations in amounts that exceed in total the amount of such member's Contributions and Voluntary Allocations to Sourcewell Technology unless such obligations are expressly approved by the governing body of Sourcewell or Metro ECSU, respectively.

Section 4. Governance, Officers and Management. A Joint Board of Directors (“Joint Board”) is hereby established to exercise all powers enumerated in Article I, Section 3. The Joint Board shall consist of eleven directors, including ten voting directors who must also be duly elected officials, and one ex officio, non-voting director as follows:

- a. Eight (8) voting members who are individuals concurrently serving as members of the Sourcewell Board of Directors; however, to the extent that the Sourcewell Board of Directors has fewer than eight (8) members, the Sourcewell Board of Directors may appoint non-directors to such positions on the Joint Board;
- b. Two (2) voting members appointed by Metro ECSU; and
- c. The Executive Director of Metro ECSU, as an ex officio non-voting director.

Officers of Sourcewell Technology may be established and appointed as provided for in the bylaws. Management of Sourcewell Technology shall be as provided for in the bylaws and any management agreement(s).

ARTICLE II

MEMBERSHIP

Section 1. Governing Members. Sourcewell and Metro ECSU are governing members of Sourcewell Technology (the “Governing Members”) and shall have the rights and authority described in this Agreement.

Section 2. Limited Members. The Member Districts are limited members of Sourcewell Technology (the “Limited Members”) and shall have only the rights and authority described in Article IV of this Agreement.

ARTICLE III

GOVERNING MEMBERS

Section 1. Financial Contributions. Sourcewell is solely responsible for making all financial contributions necessary for the operation of Sourcewell Technology (“Contributions”). Metro ECSU shall have no financial obligation or responsibilities related to the operation of Sourcewell Technology.

Section 2. Defense and Indemnification. Sourcewell shall defend, indemnify and hold harmless Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents, individually and collectively, from all liability, loss, damage, claims, causes of action, and expenses (including attorneys’ fees), which arise out of in any way or are related to the activities, operation or decisions of Sourcewell Technology, including, but not limited to, intentional, willful or negligent acts or omissions of Sourcewell, Sourcewell Technology or their employees, agents, volunteers, subcontractors or anyone employed directly or indirectly by Sourcewell or Sourcewell Technology; but excluding intentional, willful or grossly negligent acts or omissions of Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents. Further, Sourcewell represents and warrants that

to the best of its knowledge, there are not any claims, charges, lawsuits or actions of any kind against TIES that have not been fully resolved as of the Effective Date of this Agreement.

It is the intent of the Parties that Sourcewell Technology is a “single governmental unit” within the meaning of Minnesota Statutes §471.59, subd. 1(a) and (b), and nothing in this Agreement shall constitute a waiver of the statutory limits on liability, as set forth in Minnesota Statutes §466.04, or a waiver of any available immunities or defenses.

Section 3. Liability. Sourcewell Technology shall be considered a single governmental unit and its liability is limited as provided by Minnesota Statutes, § 471.59, subdivision 1(a) and Minnesota Statutes, § 466.04. Subject to Sourcewell’s duty to defend and indemnify Metro ECSU as provided in the preceding Section 2 of this Article, neither Sourcewell nor Metro ECSU agree, or shall be deemed, to be liable for each other’s independent acts or omissions outside the scope of the authority and responsibilities described in this Agreement. Sourcewell and Metro ECSU agree to hold each other harmless for the independent acts of each of their own current and former governing body members, officers, employees, volunteers or agents. For purposes of determining total liability, if any, the parties intend that Sourcewell Technology is a single governmental unit within the meaning of Minnesota Statutes, § 471.59, subdivision 1a (b). If extended insurance coverage is obtained, such procurement constitutes a waiver of governmental liability limits only as provided by Minnesota Statutes, § 471.59, subdivision 1a (c).

Section 4. Insurance. Sourcewell Technology (f/k/a TIES) shall maintain insurance coverage to cover potential claims arising out of the operations of Sourcewell Technology with coverage minimums equal to or greater than the TIES policies in place on July 1, 2018 for at least the following types of insurance: general liability, professional liability, property, employee dishonesty, automobile, network security and privacy, and workers’ compensation. Sourcewell shall also maintain insurance coverage of the same type and minimum coverages as Sourcewell Technology to meet its defense and indemnification obligations to Metro ECSU as set forth in Article III, Section 2 of this Agreement. Insurance maintained by Sourcewell Technology shall be primary to and non-contributory with Sourcewell and Metro ECSU insurance; next, insurance maintained by Sourcewell shall be primary to and non-contributory with Metro ECSU’s insurance. Sourcewell Technology’s insurance must name Sourcewell and Metro ECSU as additional insureds and must provide a certificate of insurance with evidence of such status. Sourcewell’s insurance must name Metro ECSU as an additional insured and must provide a certificate of insurance with evidence of such status.

Section 5. Termination and Dissolution. This Agreement shall be terminated and Sourcewell Technologies dissolved by majority vote of the Joint Board.

Section 6. Distribution of Assets and Liabilities Upon Dissolution. Pursuant to Minnesota Statutes, § 471.59, subd. 5, upon termination and dissolution of Sourcewell Technology, all property, assets, surplus funds or liabilities of Sourcewell Technology shall be distributed between the Governing Members in proportion to their Contributions made, if any, as described in Article II I, Section 1. For purposes of clarity, the Limited Member Districts shall not receive any distribution of property, assets, surplus funds, or liabilities of Sourcewell Technology upon

termination and dissolution of Sourcewell Technology, other than Member Districts' rights to the TIES Building Assets as set forth in Sections 1.5.5 and 1.5.6 of the Reorganization Agreement.

Section 7. Withdrawal. Either Governing Member may withdraw from this Agreement by action of its governing body, provided that withdrawal shall be effective one hundred and eighty (180) calendar days from receipt of written notice of withdrawal, unless withdrawal is due to a material breach of this Agreement by the non-withdrawing Governing Member, in which case the withdrawal shall be effective thirty (30) days from receipt of written notice. Upon withdrawal, Metro ECSU shall have no financial obligations or responsibilities to Sourcewell or Sourcewell Technology.

ARTICLE IV

LIMITED MEMBERS; LIMITED MEMBERS BOARD AND BUILDING COMMITTEE

Section 1. Limited Members' Oversight of TIES Building Assets; Approval Rights. Sourcewell Technology is the record owner (under its prior legal name, TIES) of certain land, buildings, and other improvements located at 1667 Snelling Avenue North, Saint Paul, Minnesota 55108, and legally described on Exhibit E of the Reorganization Agreement (the "TIES Building"). The TIES Building, together with certain fixtures and furniture located therein or thereon as described in Exhibit E of the Reorganization Agreement shall collectively be referred to as the "TIES Building Assets." Except as otherwise set forth in this Article IV, Section 1, the authority of the Limited Members with respect to Sourcewell Technology shall extend only to the oversight of the maintenance, operation, management, and sale and/or disposition of the TIES Building Assets. Subject to any Approval Rights (as hereinafter defined) and subject to the Member Districts' obligations under the Reorganization Agreement with respect to payment of the TIES Building Operating Costs and Extraordinary Expenses, the Limited Members delegate all of their authority under this Section 1 to the Building Committee (as defined in Section 2 below). The Limited Members Board and the Joint Board shall have reasonable approval rights with respect to the following actions by the Building Committee (collectively, the "Approval Rights"), which actions shall not be effective until such approval has been received: (i) the sale or disposition of the TIES Building Assets (including the disposition of any sale, insurance or condemnation proceeds), and (ii) any additional financing or refinancing secured by the TIES Building or any of the TIES Building Assets (each of the foregoing, an "Approval Event"). The Limited Members Board and Joint Board shall not unreasonably withhold their approval of any recommendation from the Building Committee with respect to an Approval Event provided that the terms of such Approval Event are commercially reasonable.

Section 2. Limited Members Board; Building Committee. There shall be a Limited Members Board with the authority expressly provided by this Agreement. Each Limited Member shall be entitled to select two representatives to serve on the Limited Members Board, whom may be the chairperson of the Limited Member's school board and its superintendent of schools serving *ex officio*, or any other two representatives appointed by the school board of the Limited Member. For clarity, it is intended that the composition of the Limited Members Board be substantially the same as the composition of the joint board described in the Original Joint Powers Agreement. In

addition, there shall be a Building Committee composed of the nine (9) representatives serving on the TIES Executive Committee as of the Effective Date. Thereafter, the Building Committee shall consist, insofar as is possible, of nine (9) representatives which include an approximately equal number of superintendents of Limited Member districts and representatives who are not superintendents, not more than one of whom shall be from the same Limited Member district. The Limited Members Board and Building Committee shall exist for the sole and limited purpose of representing the Limited Members in their oversight of the TIES Building Assets as described in Article IV, Section 1, including without limitation, negotiating and considering offers and counteroffers, executing necessary documents and all actions necessary and sufficient to effect a sale of the TIES Building (subject to reasonable Approval Rights of the Limited Members Board and Joint Board described in Article IV, Section 1), and otherwise consistent with the terms of this Agreement, to retire the debt owed with respect to the TIES Building. Until such time as the TIES Building is sold (or the debt retired), the Building Committee shall have the authority to retain the facility management services of Sourcewell Technology staff as required to oversee the TIES Building, as described under Article IV, Section 1. As consideration for such services, TIES and the Governing Members shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

Section 3. Withdrawal of Limited Members. Within a reasonable period of time, but not to exceed 120 days, following the closing of the sale or transfer of the TIES Building Assets, or full satisfaction of all debt due on the TIES Building pursuant to the financing documents described under Article IV, Section 1, whichever occurs earliest: (1) the Limited Members shall automatically without notice to the Governing Members withdraw and cease to be members of Sourcewell Technology in any capacity, (2) the Limited Members Board and Limited Members Building Committee shall be deemed immediately disbanded, and (3) the Limited Members shall cease to be Parties to this Agreement and shall have no further rights thereunder.

ARTICLE V

GENERAL PROVISIONS

Section 1. Entire Agreement. Except as otherwise expressly provided herein, this Agreement amends, restates, restructures, reconstitutes and supersedes any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, and membership agreements among the Parties.

Section 2. Amendment. This Agreement may be amended, restated, or modified in writing duly adopted by the Governing Members; provided that any amendments to Article IV must also be approved by the Limited Members.

Section 3. Assignment. Governing Members may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other Governing Member and approval by the governing bodies of the Governing Members.

Section 4. Audits. Sourcewell Technology's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Section 5. Signature Locations. The signature locations for TIES, Sourcewell and Metro ECSU follow, subject to approval and ratification by their governing bodies. The signature location for each Member District is found on the separate signature page for each Member District in the form of the template attached to this Agreement, which will serve as each such Member District's signature of this Agreement and the Reorganization Agreement, subject to approval and ratification by each such Member District's governing board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: August 9, 2018

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

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

Negotiators for the Burnsville Education Association including Chief Negotiator, Sara Strahota, Mike Blair, Will Morgan, Pat Herkenhoff, and Melissa Blandin met with representatives from the District to negotiate a two year agreement. The parties began negotiating in May 2017 and reached a tentative agreement on June 20, 2018. Members of the District team included Board Members, DeeDee Currier, Dan Luth, and Darcy Schatz, and Executive Directors Lisa Rider and Stacey Sovine. BEA members voted in July, 2018.

Highlights of the 41 language items changed include:

1. Modified Meet and Confer process using a full-time release of the BEA President;
2. 0% increase on the salary schedule in year 1 and 4% increase in year 2;
3. Prep reimbursement language for traveling teachers;
4. Aligning dates for notifications for leaves, retirements, and transfer request to support staffing process;
5. Modified and added language for adoption and parental leaves;
6. Added preparation time for parent conferences;
7. Developed process for layoffs;
8. Projected 2 year cost of the package to the district will be \$6.4 million dollars over two years reflecting an MSBA 5.75% increase.

Attachments:
Master Agreement

MASTER AGREEMENT

~~2015~~-2017-2019

BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT 191

BURNSVILLE, MINNESOTA

and

BURNSVILLE EDUCATION ASSOCIATION

TABLE OF CONTENTS

PREAMBLE..... 5

ARTICLE I RECOGNITION 5

ARTICLE II COPIES OF RECORD 5

ARTICLE III STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT... 5

SECTION 1 MANAGEMENT, RIGHTS, AND RESPONSIBILITIES 5

SECTION 2 EFFECT OF LAWS, RULES, AND REGULATIONS 5

SECTION 3 MEET AND NEGOTIATE 5

SECTION 4 RESERVATION OF RESPONSIBILITIES AND OBLIGATIONS 6

ARTICLE IV TEACHER RIGHTS..... 6

SECTION 1 RIGHTS IN THIS AGREEMENT 6

SECTION 2 RIGHT TO JOIN 6

SECTION 3 MEET AND CONFER COMMITTEE 6

SECTION 4 DUES CHECK OFF 6

SECTION 5 FAIR SHARE FEE 6

SECTION 6 PAYMENT TO ASSOCIATION..... 7

SECTION 7 ASSOCIATION REPRESENTATIVE..... 7

SECTION 8 BUILDINGS AND FACILITIES 7

SECTION 9 BULLETIN BOARDS 7

SECTION 10 INFORMATION 7

SECTION 11 TEACHER ORGANIZATION ABSENCE..... 7

SECTION 12 JUST CAUSE, OBLIGATIONS AND PROFESSIONAL CONDUCT..... 8

ARTICLE V COMPENSATION 8

SECTION 1 STATUS OF SALARY SCHEDULES 8

SECTION 2 LICENSURE..... 8

SECTION 3 CREDITS ALLOWED FOR LANE PLACEMENT OR ADVANCEMENT..... 9

SECTION 4 INITIAL PLACEMENT..... 9

SECTION 5 CREDITS DISALLOWED FOR LANE PLACEMENT OR ADVANCEMENT..... 9

SECTION 6 LANE CHANGES 10

SECTION 7 REIMBURSABLE CREDITS..... 10

SECTION 8 PROFESSIONAL GROWTH/STEP ADVANCES 10

SECTION 9 SUCCESSIVE YEARS ON THE SAME STEP..... 11

SECTION 10 CAREER TEACHER COMPENSATION 11

SECTION 11 PART-DAY LICENSED EMPLOYEE COMPENSATION 11

SECTION 12 CONTENT TEACHERS WHO TRAVEL..... 11

SECTION 13 PAY DATES AND DEDUCTIONS 12

SECTION 14 TAX SHELTERED ANNUITIES, QUALIFIED RETIREMENT PLANS AND DEFERRED COMPENSATION PLANS.. 12

SECTION 15 FLEXIBLE BENEFIT PLAN 12

SECTION 16 ROLLING WINDOW 13

ARTICLE VI EXTRA COMPENSATION..... 13

SECTION 1 CO-CURRICULAR ASSIGNMENTS 13

SECTION 2 PRO-RATED ASSIGNMENTS..... 13

SECTION 3 SPEECH PATHOLOGISTS 13

SECTION 4 HOURLY ASSIGNMENTS..... 13

SECTION 5 MINOR ADMINISTRATIVE ASSIGNMENTS..... 13

SECTION 6 MILEAGE..... 13

SECTION 7 VOLUNTARY 13

SECTION 8 DOCKING 13

ARTICLE VII GROUP INSURANCE 14

SECTION 1 HEALTH AND HOSPITALIZATION INSURANCE OPTIONS 14

SECTION 2 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE 14

SECTION 3 INCOME PROTECTION 14

SECTION 4 DENTAL 15

SECTION 5 CLAIMS AGAINST THE SCHOOL DISTRICT 15

SECTION 6 DURATION OF INSURANCE CONTRIBUTION 15

ARTICLE VIII LEAVES OF ABSENCE 16

SECTION 1 PERSONAL ILLNESS 16

SECTION 2 PERSONAL ABSENCE 16

SECTION 3 FAMILY ILLNESS ABSENCE 17

77SECTION 4 BEREAVEMENT ABSENCE 17

SECTION 5 CIVIC DUTY LEAVE 18

SECTION 6 ORGANIZATIONAL LEAVE 18

SECTION 7 PROFESSIONAL ABSENCE 18

SECTION 8 GENERAL ABSENCE 19

SECTION 9 GENERAL LEAVE OF ABSENCE 19

SECTION 10 SABBATICAL LEAVE 19

SECTION 11 MATERNITY ABSENCE 20

SECTION 12 PARENTAL LEAVE 21

SECTION 13 PROFESSIONAL ABSENCE 22

SECTION 14 RELIGIOUS ABSENCE 23

SECTION 15 ATTENDANCE INCENTIVE 23

ARTICLE IX HOURS OF SERVICE 23

SECTION 1 23

SECTION 2 23

SECTION 3 23

SECTION 4 23

SECTION 5 24

SECTION 6 24

SECTION 7 24

SECTION 8 SUPERVISION OF SPECIAL EDUCATION STUDENTS 24

SECTION 9 PAID BREAKS DURING PROFESSIONAL DEVELOPMENT 24

ARTICLE X LENGTH OF THE SCHOOL YEAR 25

SECTION 1 25

SECTION 2 25

SECTION 3 25

SECTION 4 25

ARTICLE XI PERSONNEL FILES 25

SECTION 1 25

SECTION 2 25

SECTION 3 25

ARTICLE XII RETIREMENT 25

SECTION 1 MANDATORY RETIREMENT 25

SECTION 2 SEVERANCE 25

SECTION 3 RETIREMENT HEALTH INSURANCE 25

SECTION 4 HEALTH 26

SECTION 5 SEVERANCE 26

SECTION 6 26

SECTION 7 26

SECTION 8 RETIREMENT PAY OPTIONS	26
SECTION 9 403B VENDOR SELECTION	26
SECTION 10 MATCHING CONTRIBUTION ELIGIBILITY	27
ARTICLE XIII SENIORITY AGREEMENT	27
SECTION 1 PROCEDURE	27
SECTION 2 DATE OF SERVICE	27
SECTION 3 SENIORITY FOR LEAVES OF ABSENCE.....	27
SECTION 4 TIES IN SENIORITY	27
SECTION 5 POSTING OF SENIORITY LIST.....	27
SECTION 6 GRIEVANCES.....	28
ARTICLE XIV INVOLUNTARY/VOLUNTARY TRANSFERS	28
SECTION 1	28
SECTION 2	28
SECTION 3 VOLUNTARY TRANSFERS.....	29
INVOLUNTARY TRANSFERS: DEFINITION	29
SECTION 4 TEACHER EXCHANGES.....	29
ARTICLE XV GRIEVANCE PROCEDURE.....	29
SECTION 1 DEFINITION	29
SECTION 2 LEVEL I.....	29
SECTION 3 LEVEL II.....	29
SECTION 4 LEVEL III	29
SECTION 5 GRIEVANCE MEDIATION	29
SECTION 6 ASSOCIATION REPRESENTATIVE.....	30
SECTION 7 DAYS	30
SECTION 8 RESOLUTIONS	30
SECTION 9 REPRISALS	30
SECTION 10 RELEASE TIME	30
SECTION 11 NOTIFICATION	30
SECTION 12 DESIGNEE	30
ARTICLE XVI PUBLICATION OF AGREEMENT	30
ARTICLE XVII PUBLICATION OF AGREEMENT.....	30
SECTION 1 TERMS AND REOPENING NEGOTIATIONS	30
SECTION 2 EFFECT.....	30
SECTION 3 SEVERABILITY	30
SECTION 4 AMENDMENT	31
SECTION 5 EFFECTIVE DATE	31
APPENDIX A ADULT BASIC EDUCATION/EARLY CHILDHOOD & FAMILY EDUCATION	32
SECTION 1 ABE/ECFE TEACHER	32
SECTION 2 SENIORITY	32
SECTION 3 STEP AND LANE	32
SECTION 4 REIMBURSABLE CREDITS.....	32
SECTION 5 CALENDAR.....	32
SECTION 6 NON-STUDENT CONTACT TIME.....	33
SECTION 7 LEAVES OF ABSENCE	33
SECTION 8 GROUP INSURANCE.....	33
SECTION 9 TSA MATCH	33
SECTION 10 INCLEMENT WEATHER.....	33
ABE/ECFE COMPENSATION 2015-2016, 2016-2017	34
APPENDIX B TITLE I, SCHOOL NURSE, OCCUPATIONAL THERAPIST	34
SECTION 1 TITLE I TEACHERS	34
SECTION 2 LICENSED SCHOOL NURSES.....	34

SECTION 3 LICENSED OCCUPATIONAL THERAPISTS 35
SECTION 4 PSYCHOLOGIST INTERNS 35

APPENDIX C-1 BEA SALARY SCHEDULE 2015-2016..... 36

APPENDIX C-2 BEA SALARY SCHEDULE 2016-2017..... 37

APPENDIX C-3 CO-CURRICULAR STIPEND SCHEDULE 2015-2016 38

APPENDIX C-3 CO-CURRICULAR STIPEND SCHEDULE EFFECTIVE JULY 1, 2016..... 41

APPENDIX C-4 EXTRA COMPENSATION..... 43

APPENDIX D-1 TEACHER CONTRACT 44

APPENDIX D-2 OCCUPATIONAL THERAPIST CONTRACT 45

MEMOS OF UNDERSTANDING 46

INDEX 52

**INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE EDUCATION ASSOCIATION
2015-2017-2019**

PREAMBLE

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

**ARTICLE I
RECOGNITION**

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

**ARTICLE II
COPIES OF RECORD**

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

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

Section 1. Management, Rights, and Responsibilities: All teachers covered by this Agreement shall perform the teaching and other professional services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School District and its properly designated representatives have the obligation and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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

The School District has the obligation and authority to comply with any such law, rule, regulation, and order.

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

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

ARTICLE IV TEACHER RIGHTS

Section 1. Rights in this Agreement: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association, nor shall it be construed to require any teacher to perform labor or services against his/her will.

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

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

Section 4. Dues Check Off: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including Education Minnesota and the National Education Association. The Association will notify the District by September 15, each year the amount of dues to be deducted. Pursuant to such authorization, the School District shall deduct one sixteenth (1/16) of such dues from each regular salary check of the teacher beginning in October and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by May.

Section 5. Fair Share Fee: Teachers covered by this Agreement who are not members of the Association shall be required by the Association to contribute a fair share fee for services rendered by the Association, to the extent and subject to the procedures as provided by P.E.L.R.A. as amended.

Subd. 1. Upon receipt of written certification from the Association designating teachers who are non-members of the Association and the amount of the fair share fee, the School District shall deduct the certified fair share fee in equal payments from every regular salary check of the teacher ending in May of each year of the Agreement. The

School District shall promptly transmit the deducted fair share fees to the Association and shall indicate any changes in personnel from the alphabetical list of non-members. A challenge by a teacher aggrieved by the assessment shall be subject to the proceedings provided by P.E.L.R.A., and therefore, such a challenge shall not be subject to the grievance procedure in this Agreement.

Subd. 2. If an assignment requires a substitute teacher to work more than fourteen (14) hours per week and for more than thirty-(30) consecutive days per year for the same teacher, the position shall be filled with a teacher hired by the district for the duration of the assignment. That teacher automatically becomes for the duration of that assignment a member of the appropriate unit covered by this Agreement. In such instances, daily pay shall be calculated by placing the teacher appropriately on the salary schedule per Article V, Section 1, and sick absence shall be accrued at the rate of one (1) day per month.

Section 6. Payment to Association: With respect to sums deducted by the School District in Section 4 and 5 hereof, the School District agrees to remit to the Association said amounts promptly each month accompanied by an alphabetical list of teachers from whom such deductions have been made.

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

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

Section 9. Bulletin Boards: The Association shall have the exclusive right to post notices of activities and matters of Association concern on an Association bulletin board, at least one (1) of which shall be provided in each school building. The Association shall have the right to use the District mail service and teacher mailboxes for communications to teachers and the School District shall have an Association mailbox in the building designated by the Association; such communication to be unimpaired and uncensored.

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

Section 11. Teacher Organization Absence

- Subd. 1. The exclusive representative shall have twenty-five (25) non-cumulative days credited to it at the beginning of each school year. Four (4) non-cumulative additional days shall be granted the exclusive representative for purpose of cooperative lobbying efforts in coordination with the Board of Education and District Administrators.
- Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Executive Director of Human Resources or designate at least three (3) days prior to the absence.
- Subd. 3. Up to five (5) teacher representatives shall be allowed to attend mediation or arbitration sessions, at no loss of pay, when ordered by the Bureau of Mediation Services.
- Subd. 4. Additional days may be purchased by the Association at substitute teacher reimbursement rates.
- Subd. 5. The Association President shall have the option of using Association Leave days in units of one (1) period per day if he/she is a secondary employee and/or in fifty (50) minute blocks of time if he/she is an elementary employee. These days shall be charged to the Association at the rate of 1/8th of total compensation costs for each student day in the school year. The Association President shall notify the Human Resources Office by April 15th of the current school year for subsequent year's use if he/she wishes to utilize organization leave in this manner. The BEA president shall be released full-time without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. 50% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2017 - 2019 contract settlement. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year.

Section 12. Just Cause, Obligations and Professional Conduct:

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

- iii. **Letter** of Deficiency
- iv. Loss of salary increase for substandard performance
- v. Discharge per M.S. § 122A. 40.

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

- Subd. 3. The following information will be provided with notice of disciplinary action:
- a. a review of the rule, regulation, code, policy, etc. that defines the expected behavior;
 - b. a description of the inaction or failure of the employee to comply with the expectation, including an outline of previous oral or written reprimands;
 - c. a reference to the grievance process as defined in the Master Agreement; and
 - d. notice that the Association President will be copied any suspension without pay, notices of deficiency, loss of salary increase, or notice of discharge unless the teacher objects in writing within ten (10) calendar days; any grievance in this category would begin at Level III.

ARTICLE V COMPENSATION

Section 1. Status of Salary Schedules: The salary schedules contained in Appendix A are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a part of the continuing contract and the schedule contained herein is no longer applicable after June 30, **2017 2019**. In the event that a new Agreement has not been mutually adopted by July 1, **2017 2019**, teachers will be covered under M.S. § 122A. 40 and the salary for **2017-2018 2019-2020** will be that stipulated on the individual contract for **2016-2017 2018-2019** until a new Agreement is reached subsequent to July 1, **2017 2019**, and the conditions of the new Agreement will determine salaries for **2017-2018 2019-2020**.

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

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

Section 3. Credits allowed for lane placement or advancement:

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

Section 4. Initial Placement:

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

Section 5. Credits disallowed for lane placement or advancement:

- Subd. 1. Credits older than five (5) years unless part of a degree program.
- Subd. 2. Undergraduate credits earned prior to teacher licensure.
- Subd. 3. In-service credits obtained while in employment outside District 191.
- Subd. 4. Credits earning lower than a C grade.
- Subd. 5. Step placement:
 - a. A teacher new to the School District may be placed on a step of the salary schedule at the discretion of ISD 191.
 - b. Experienced teachers new to the Burnsville system shall receive credit for up to five (5) years for past teaching experience in public schools on a year for year basis, and appropriate lane placement. Such experience must have been gained within the last seven (7) years.

- c. Additional experience may be granted upon the discretion of the Executive Director of Human Resources or designate, for past teaching experience in public schools if the experience specifically benefits both parties. Such other types of experience as teaching in non-public schools, teaching in colleges, trade and industry activities, specialized work requiring technical skills and training, etc., may be counted. Such experience if allowed, must have been within the immediately preceding years.
- d. Outside experience will be counted for full academic years only of actual teaching or related services.

Section 6. Lane Changes:

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

Section 7. Reimbursable Credits:

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

Section 8. Professional Growth/Step Advances:

- Subd. 1. Step advancement is granted at the beginning of the academic year, provided each teacher has completed a year of satisfactory service.
 - a. Teachers, K-12, who work 1104 hours (three-fourths full time) or more of satisfactory service shall advance each year.
 - b. Teachers, K-12, who work fewer than 1104 hours shall advance when experience earned equals three-fourths (3/4) year or more and is in consecutive years unless separated by an approved leave. All fractions over three-fourths (3/4) are dropped in calculating

cumulative experience.

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

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

Section 10. Career Teacher Compensation

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

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

SECTION 12. ~~Content~~ Prep Reimbursement for Traveling Teachers ~~who Travel:~~

Subd. 1. ~~Content~~ Teachers who travel to more than one site in a given day, shall receive preparation, lunch and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. Adequate time shall be given for travel from one location to another.

~~Subd. 2. Traveling teachers who teach first period at an early start school and last period at a late start school or teachers who do not have equivalent time will be compensated an additional .2 annual fte in compensation for the period of time they work that schedule.~~

Subd. ~~3~~2. Teachers who travel and receive additional annual FTE will not be assigned before school or after school supervision duties but may still be required to attend meetings.

~~Subd 3. Teachers who do not have prep time equivalent to 5 minutes for every 25 minutes instruction will be compensated for the loss prep time an additional .2 annual FTE pro-rated for the period of time they work that schedule.~~

Section 13. Pay Dates and Deductions:

Subd. 1. The final payroll check may be withheld by the School District until all required reports are submitted.

Subd. 2. Teachers under continuing contract shall receive their salary payments via direct deposit within the following options:

- a. 1/24 of their annual salary on each of the first nineteen (19) pay dates and 5/24 of their annual salary on the 20th pay date.
- b. 1/24 of their annual salary on each of the twenty-four (24) pay dates.

Subd. 3. Options once made are final for the entire school year. Returning teachers shall retain the same option for each year as they selected in the preceding year unless Accounting is notified in writing to the contrary by August 15 of each year of the contract, in individual cases.

Subd. 4. Teachers new to the District and beginning on the first working contract day will have their first pay date on September 15 or on the Friday preceding September 15 if it should fall on a week-end. Teachers new to the District will receive 1/23 of their annual salary on each of the 23 pay dates.

Subd. 5. Teachers hired prior to April 1 will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid August. Teachers employed on or after April 1, will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-June each year.

Subd. 6. For returning teachers, the first pay date of each school year shall be the last working day of August. Pay dates shall be the 15th and last day of each month. If the date falls on a weekend or holiday, the pay date shall be on the first banking date prior to the weekend or holiday.

Subd. 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

Section 14. Tax Sheltered Annuities, Qualified Retirement Plans and Deferred Compensation Plans: Tax

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

Subd. 1. TSA payments deducted from payroll shall be sent to vendors within five (5) business days of each deduction.

Subd. 2. Board policy and regulations will be updated annually for compliance with State/Federal Laws.

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

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

ARTICLE VI EXTRA COMPENSATION

Section 1. Co-Curricular Assignments: Stipends are negotiated by position as identified in Appendix C-3.

Subd. 1. Vacancies shall be posted at least seven (7) days prior to filling the vacancy.

Subd. 2. The assignments for stipend positions are appointed by the administration.

Subd. 3. Stipend pay shall be issued in equal payments over the duration of the assignment commencing on the pay date following fifteen (15) days of co-curricular assignment and ending on the pay date following completion of the co-curricular assignment. Errors in payments will be corrected on the pay date following detection of the error.

Subd. 4. Longevity: Effective July 1, 2004, after completing seven (7) years as a head coach or chief advisor for a single activity (male/female), the coach or advisor will receive an additional longevity increment equivalent to 5% of the stipend amount.

Subd. 5. M.S. §122A. 58 shall apply to all licensed coaches.

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

Subd. 1. Pro-rated pay is calculated on the previous year's salary using an 8-hour day for work prior to July 1, and on the next year's salary for work July 1 or later.

Subd. 2. Activities appropriate for prorated pay for vocational education teachers may include direct student contact, curriculum writing and attendance at workshops approved for vocational education licensure.

Section 3. Speech Pathologists: Speech Pathologists who provide the District with a copy of their Certificate of Clinical Competence issued by the American Speech and Hearing Association will be reimbursed **\$1,000 \$2,500** per school year, provided the copy is received by January 31st of each year.

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

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

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

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

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

ARTICLE VII GROUP INSURANCE

Section 1. Health and Hospitalization Insurance Options:

- Subd. 1. Effective July 1, 2011, for all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee. Effective at the start of the 2006-2007 school year, full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.
- Subd. 2. Effective July 1, 2011, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.
- Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.
- Subd. 4. Except as listed below, teachers working at least 20 hours per week but less than 30 hours per week shall contribute 30% of the premium for dependent coverage, effective July 1, 2006. Effective July 1, 2010, teachers working at least 20 hours per week but less than 30 hours per week shall contribute the equivalent value of 30% of the composite premium for dependent coverage. The balance shall be paid by the District.

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

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

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

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

- Subd. 1. Teachers employed fewer than 20 hours per week shall not receive life insurance coverage.
- Subd. 2. Life insurance and accidental death and dismemberment insurance in the amount of \$50,000 shall be carried by the School Board for each full-time teacher, who is qualified for and enrolled in the school district's group life and accidental death and dismemberment plan.

Section 3. Income Protection:

- Subd. 1. Teachers employed fewer than twenty (20) hours per week shall not receive income protection benefits.
- Subd. 2. Long-term disability income protection beyond continuous absence of thirty (30) working days will be carried for each teacher by the School Board. Disability pay will be governed by the policy in effect. Coverage will be 66 2/3% of the base pay when coordinated with other sources of income as described in the insurance policy. In the event secondary social security benefits are a factor in coordination, the limit shall be seventy-five percent (75%) of base pay. Coordination with social security benefits, both primary and secondary, shall be based on benefits in effect on the date of disability. Subsequent changes in primary and secondary social security benefits shall not affect the original amount paid by the insurance carrier.
- Subd. 3. After a teacher has been ill for more than thirty (30) consecutive days, the teacher will use fractional sick absence, if accumulated, for one-third (1/3) or one-fourth (1/4) day, subject to Subd. 2 above together with the income protection plan to equal full salary for an additional sixty (60) fractional days. An employee who does not wish to use sick days must make the request in writing prior to the 30th day of absence. A maximum of twenty (20) full sick days per illness may be used by the teacher in this manner. When such sick absence is used to supplement income protection, it shall be counted as fractional days worked and be credited toward step advancement on the salary schedule. In no case shall total payment exceed one (1) day's gross pay
- Subd. 4. As of June 30, 2002, any teacher who has been on long-term disability for more than one year may choose one of the following options:
 - a. Retire and receive severance and retiree health insurance (if eligible) as per the Master Agreement or
 - b. Continue to receive employee health insurance benefits until eligible for full retirement in lieu of severance and retiree health insurance

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

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

insurance at their expense. For retirement option, see Article XII.

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

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy ~~purchased~~ provided by the School District pursuant to this Article. It is further understood that the School District's only obligation is to ~~purchase~~ provide an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits ~~by an insurance carrier~~.

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

ARTICLE VIII LEAVES OF ABSENCE

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

- Subd. 1. All full-time teachers shall earn personal illness absence at the accumulative rate of ten (10) days for each year of service in the employ of the School District. Ten (10) days shall be deposited to each teacher at the beginning of each school year and prorated when employed less than a full school year. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.
- Subd. 2. Unused personal illness absence days may accumulate to one hundred eighty (180) days.
- Subd. 3. When a teacher has exhausted personal illness absence, the teacher shall have 1/184th of salary for each day of absence deducted from a subsequent payroll. (Teachers in their first year of employment with the District shall have 1/187th of salary deducted.)
- Subd. 4. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days, income protection insurance will ensue in accordance with the existing policy. Excess days, if any, will be available upon return.
- Subd. 5. Personal illness, disability, and emergency medical and dental procedures, required health care examinations, required dental examinations, and time needed to travel to and from required medical examinations are covered by this Section.
- Subd. 6. Teachers currently under contract and employed during summer school may use accumulated personal illness absence if necessary. Such days shall be deducted on a pro-rata basis rounded to the nearest tenth.
- Subd. 7. Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the

allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.

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

Subd. 1. Procedure:

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

Subd. 2. Limitations:

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

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

Subd. 4. Beginning in the 20th year of employment with the district, each teacher shall be credited with three (3) days, cumulative to four (4) to be used for teacher's personal absence.

Section 3. Family Illness - Absence:

Subd. 1. At the beginning of each school year, each full-time teacher shall be credited with a maximum of five (5) days per school year, cumulative to seven (7), for illness in the family for each full-time teacher. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.

Subd. 2. The term family is interpreted to mean anyone of personal significance to a teacher.

Subd. 3. Teachers who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

Subd. 4. Adoption:

a. ~~If an adoption agency requires the adoptive parents to be present prior to placement of the child in order to complete the adoption process, a teacher may use up to (7) accumulated family illness days to provide income protection during this period of time.~~

b. ~~When a medical doctor advises in writing that an adult's presence is necessary to prevent physical or emotional disorders for a newly adopted child, the employee may use sick and injured child care leave as per subdivision three above.~~

Section 4. Bereavement Absence:

Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher.

Subd. 2. One (1) day for each of the categories "f" through "l." A maximum of an additional three (3) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources. Part-time teachers shall accrue and be eligible for such a benefit on a pro-rata basis.

- a. parent, step parent or former guardian of teacher
- b. spouse of teacher
- c. individuals who dwell under the same roof and comprise a family or domestic establishment
- d. child, step child of teacher
- e. parent or step parent of spouse
- f. brother, step brother, sister, or step sister of teacher
- g. spouse of teacher's child
- h. grandchildren or step grandchildren of teacher
- i. grandparents or step grandparents of teacher or spouse
- j. brother, step brother, sister, or step sister of spouse
- k. brother-in-law, sister-in-law, nephew, niece, uncle or aunt
- l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns.

Subd. 3. If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) personal sick days per year to attend the funeral of a person with whom they have a significant relationship.

Section 5. Civic Duty Leave:

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

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

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

Section 6. Organizational Leave:

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

Section 7. Professional Absence:

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

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

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

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

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

Section 8. General Absence:

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

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

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

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

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

Section 9. General Leave of Absence:

Subd. 1. Teachers may apply for a general leave without pay or fringe benefits for the following year by January 15th. Such application shall be in writing, to the Executive Director of Human Resources. Such leave shall be at the discretion of the Board of Education.

- Subd. 2. Approved leaves allow the employee to continue to accrue seniority but not step or career advancement. The employee may participate in District health, dental and life insurance plans at the employee's expense.
- Subd. 3. A teacher shall inform in writing, the Executive Director of Human Resources by ~~March 1~~ ~~February 1~~ of plans to return ~~or not to return~~ the coming school year. ~~Failure to do so will result in denial of the right to return for one year.~~ If a teacher has exhausted their general leave ~~and has not been granted a leave for the coming school year~~, the teacher must return to work, ~~apply for an extended leave of absence by March 1~~ or employment will be terminated.
- Subd. 4. A teacher is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.
- Subd. 5. A teacher may apply for an extended leave of absence for at least three but no more than five years of absence pursuant to MN Statute 122A.46.

Section 10. Sabbatical Leave:

- Subd. 1. One (1) year or part of a year will be available and may be granted to members of the certificated staff who have demonstrated by performance that a sabbatical leave experience would enable them to make a contribution to the improvement of the instructional program of District 191.
- Subd. 2. To be eligible for a sabbatical leave, an individual must have taught for seven (7) years in the District. Sabbatical leave shall be for the following reasons: Accredited advanced study, Research, or Related professional activity
- Subd. 3. Staff members must make application to the Executive Director of Human Resources after December 15, and before ~~February~~ ~~January~~ 15, for leaves to be taken during the following school year. An application for a leave to be taken the second semester of an academic year may be submitted after June 15, and before August 15, preceding that academic year. The application shall include:
 - a. A detailed prospectus of the proposed activity;
 - b. A statement of the relationship between the proposed activity; and improvement of the instructional program of District 191 and a plan for implementation;
 - c. A letter of recommendation from the immediate supervisor and one (1) other administrator who has knowledge of the applicant; and
 - d. Two (2) letters of recommendation from professional educators not in the employ of District 191.
- Subd. 4. Applicants will be interviewed by a Sabbatical Leave Committee composed of two (2) members appointed by the BEA president, two (2) administrators appointed by the Superintendent of Schools, and a member of the Board of Education designated by the Board of Education. Two (2) separate committees shall be formed, one (1) for the full year requests and one (1) for the half-year requests. The committees shall hear all requests for its particular category. The committees shall be formed as early as possible to fit the deadline dates for application. Interviews will be scheduled within thirty (30) days of the date of application. Applicants will be notified of their status within fifteen (15) days of closing date for application.
- Subd. 5. The number of teachers on sabbatical leave shall be limited in number to 2.5 FTE teachers. If the number of qualified applicants exceeds the quota, the Sabbatical Leave Committee shall

rank the applicants and granted leaves shall be in that order. The quota shall be determined by rounding off the total number of full-time equivalent members of the teachers' appropriate unit to the nearest one hundred (100) members.

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

Section 11. ~~Maternity Absence Paid Parental Leave:~~

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the teacher's physician or certified health care professional. The end of a physical disability absence for childbirth shall be determined by the teacher's physician or certified health care professional at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the teacher must provide the estimated start of a physical disability to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start and end times can be modified by the physician.
- Subd. 3. The teacher is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e., enough time to find a long-term substitute, discuss transition, and provide communication to parents.
- Subd. 4. A teacher who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery shall continue to receive all benefits during the period of illness/disability in accordance with Article VII, Section 3 Long-term disability.
- Subd. 5. A teacher's maternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of disability, do not in and of themselves cause the period of disability to be extended.

Subd. 6 A paternity leave shall be granted by the District of up to six (6) weeks immediately following the birth or adoption. A paid paternity leave must utilize personal day(s)/sick day(s). A paternity leave shall be granted because of the need to prepare and provide care for a child in conjunction with a birth or adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's paternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.

Subd. 7 An adoption leave shall be granted by the District of up to six (6) weeks. A paid adoption leave must utilize personal day(s)/sick day(s). An adoption leave shall be granted because of the need to prepare and provide care for a child in conjunction of an adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency or last minute placement); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's adoption absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.

Section 12. Parental Leave:

Subd. 1. Parental leave of absence shall be available to teachers for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent. Only one (1) parent is eligible for parental leave for each pregnancy.

Subd. 2. Parental Leave – Special Circumstances Two additional years of parental leave are available on a full –time, full year basis only. Teachers must apply for the full-time, full-year leave by February 15th 1st of the year preceding the leave. Under the terms of special circumstance parental leave, provisions 7, 12, 14, and 15 will apply.

Subd 3.

- a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of the maternity absence.
- b. Upon filing an application for adoption of a child, the employee shall be required to notify the Human Resources Office, in writing, of the teacher's intention to take a parental leave. Such notice to include the estimated date when such leave shall become effective.

Subd. 4. In connection with election to take parental leave, the teacher shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the date following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date need not coincide with a quarter or semester break.

Subd. 5. A parental leave that commences during the first semester of the ~~2015-2016~~ 2017-2018

contract year shall cease no later than the first day of the ~~2017-2018~~ ~~2019-2020~~ school year. A parental leave that commences during the second semester of the ~~2015-2016~~ ~~2017-2018~~ school year shall cease no later than the first day of the second semester of the ~~2017-2018~~ ~~2019-2020~~ school year. A parental leave that commences during the first semester of the ~~2016-2017~~ ~~2018-2019~~ contract year shall cease no later than the first day of the ~~2018-2019~~ ~~2020-2021~~ school year. A parental leave that commences during the second semester of the ~~2016-2017~~ ~~2018-2019~~ school year shall cease no later than the first day of the second semester of the ~~2018-2019~~ ~~2020-2021~~ school year.

- Subd. 6. The actual commencement date of parental leave shall be the return date from maternity absence, or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent.
- Subd. 7. If a teacher complies with all the provisions of this Section, a parental leave shall be granted by the employer. The employer shall notify the teacher in writing of its action.
- Subd. 8. By mutual agreement, the length of the parental leave may be altered.
- Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position. If that position is not active, then to a position for which the teacher is qualified.
- Subd. 10. The teacher must return on the return date stated in Subd. 3 unless the teacher requests another return date within ninety (90) days of the expiration of the parental leave.
- Subd. 11. A teacher returning from parental leave will be placed on the next higher step on the salary schedule than when parental leave commenced provided the teacher has served three-fourths (3/4) of the agreed upon days in that school year. A teacher serving fewer than three-fourths (3/4) of the agreed upon days will return at the same step that the teacher was on when the leave commenced.
- Subd. 12. A teacher returning to employment after parental leave will be credited with the amount of sick absence days accumulated at the commencement of the leave. If the first day of return is the first duty date of a school year, the teacher will also be credited with sick absence days normally earned under Article VIII, Section 1.
- Subd. 13. A teacher on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section, except as provided by law.
- Subd. 14. A parental leave of absence granted under this Section shall be a leave without pay.
- Subd. 15. At the teacher's request, a parental leave may commence at a date preceding childbirth. In such cases, teachers shall not be eligible for sick absence benefits as established in Section 14, Maternity Absence.
- Subd. 16. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

Section 13. Professional Leave:

- Subd. 1. Professional leave is defined as an approved leave, without pay, for the purpose of improving competence.

- Subd. 2. Persons wishing professional leave of absence should make application to the Executive Director of Human Resources three (3) months in advance of the starting date.
- Subd. 3. The Board of Education will consider each application on the basis of the recommendation of the Executive Director of Human Resources and contingent upon ability to secure a replacement for the period of time.
- Subd. 4. Credit will be given for teaching experience while on an approved leave provided that experience fulfills the requirements of the School District policies on outside experience.

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

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

Section 15. Attendance Incentive:

- Subd. 1. An employee who as of July 1,
 - a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
 - b. has taken one (1) or less leave days in current school year, shall have sufficient leave days converted at the rate equal to six hundred and fifty dollars (\$650) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 2. An employee who as of July 1,
 - a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
 - b. has taken more than 1 leave day up to three (3) leave days in the current school year, shall have sufficient leave days converted at the rate of equal to three hundred and ninety dollars (\$390) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 3. An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.
- Subd. 4. “Leave days” include all absences except Bereavement, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.
- Subd. 5. Effective July 1, 2015 the conversion rate for leave days shall be one hundred and thirty dollars (\$130) per day.

ARTICLE IX HOURS OF SERVICE

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

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

Section 3. Effective July 1, 2017, all kindergarten through grade five (5) elementary teachers shall receive fifty-two (52) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten through grade five (5) shall be consecutive. In the event that the School Board exercises its right to extend or shorten the school day, additional or less preparation time will be provided in the ratio of eight (8) to one (1) (student instructional day to preparation time.) five minutes of preparation for every twenty-five minutes of instruction.

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

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

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

Subd. 1

- a. DAY 1 One of the three days of conference week shall be a 12-hour day. It will include 8 hours of work, inclusive of a 30-minute lunch plus an additional 4 clock hours inclusive of a 30-minute dinner for conferences scheduled to begin no earlier than 4:00 p.m. unless approved by the building principal.
- b. DAY 2 One of the three days of the conference week shall be a regular 8-hour work day inclusive of a 30-minute dinner with conferences scheduled to begin no earlier than 12:00 noon unless approved by the building principal.
- c. DAY 3 One of the three days of the conference week shall be a 3 3/4 hour work day exclusive of lunch with conferences beginning no earlier than the standard work day unless approved by the building principal. The remainder of Day 3 the day is a non-work day.
- d. Within the two week window and prior to the three days of parent conferences, four (4) hours shall be provided for teacher preparation.

~~Subd. 2—The above schedule shall apply to all members of the unit unless a majority of teachers at a site and the site council have approved an alternative schedule for parent conferences. It is highly recommended that alternative schedules be considered prior to the end of the preceding school year to allow for inclusion in the printed District calendar to parents. Sites~~

are asked to copy both the Association president and the Executive Director for Human Resources, prior to publicizing an alternative schedule to parents.

Subd. 3 Subd. 2 Any elementary school teacher who has a principal approved conference scheduled in excess of the 14.75 hours of conferences as designated by the contract in subd. 1 for spring and fall conferences will be compensated on a pro rata basis of their daily rate of pay.

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

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

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

ARTICLE X LENGTH OF THE SCHOOL YEAR

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

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

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

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

ARTICLE XI PERSONNEL FILES

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

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

papers and items listed in Article V, Section 5.

Section 3. No file material generated in buildings by the principal or the principal's designee may be used in disciplinary or grievance action unless it is forwarded to the personnel file by June 30 of the year of occurrence. All such material not forwarded by June 30, of the year of occurrence shall be expunged.

ARTICLE XII RETIREMENT

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

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

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

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

Subd. 1. The full amount of the ~~single insurance~~ premium ~~for the lowest cost single HMO/PPO~~ shall be capped at its cost at the time of retirement for those retiring at the end of the ~~2013-2014 2017-2018~~ and ~~2014-2015 2018-2019~~ years. For teachers retiring from a leave of absence, the full amount of the premium for ~~the lowest cost,~~ single ~~HMO/PPO~~ ~~insurance~~ shall be capped at its cost at the time the teacher went on leave.

Subd. 2. District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare. If disabled, the teacher must apply for Medicaid/Medicare and notify the district when eligible for Medicaid/Medicare due to disability.

Subd. 3. District maximum payments shall remain at the identical level established in the year of retirement for the teacher as determined by the applicable single rate of the plan in which the teacher is participating at the time of retirement. Monthly payments to the School District for the balance of the premium shall be made by the retiree to keep the policy in force.

Subd. 4. Dependent coverage may also be purchased under the conditions outlined in Subd. 3 above.

Subd. 5. The employee who opts to pay for a full year's coverage (July through June) will not be charged the 2% COBRA management fee. In the event that a death results in a change in premium, the remaining difference shall be returned to the survivor upon request.

Subd. 6. The District will retain the right to determine the health insurance plan and network.

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

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

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

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

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

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

Section 9. 403(b) Vendor Selection:

Subd. 1. 403(b) Advisory Committee: The district will establish and maintain a 403(b) Advisory Committee. The committee shall be comprised of members of each bargaining unit, with representation determined by the size of the group. Teacher members of the 403(b) Committee shall be appointed by the BEA President.

Subd. 2. Vendors: The committee recommended the following vendors and a majority of BEA members approved them, effective January 1, 2009. They are: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), AXA (Equitable), and Lincoln Financial Services. The committee will meet every ~~one year~~ three years to review performance. The addition or deletion of vendors will be as recommended by the committee and approved by the BEA.

Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.

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

Subd. 1. ~~Commencing with the 2013-2014 school year, the District will match up to 1,000 to an approved 403(b) plan.~~ Commencing with the 2014-2015 school year, the District will match up to \$1,250 to an approved 403(b) plan.

- Subd. 2. Commencing with the 2013-2014 school year, the District will match up to \$1,250 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the District. Commencing with the 2014-2015 school year, the District will match up to \$1,750 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the District.
- Subd. 3. Commencing with the 2013-2014 school year, the District will match up to \$2,000 per year to an approved 403(b) plan when the teacher has completed 14 years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District. Commencing with the 2014-2015 school year, the district will match up to \$2,250 to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE PROCESS
SENIORITY AGREEMENT

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

Subd. 1. Definitions:

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

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

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

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

Subd. 2. Process:

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

1. **Any teacher teaching under a Tier 1 or Tier 2 license or exemption.** Teachers impacted by reductions who are on a Tier 1 or Tier 2 license or exemption will be placed on an Unrequested Leave of Absence if they are not qualified under a Tier 3 or higher license.

2. **Non-qualified teachers.** Teachers impacted by reductions who are not qualified per Subd. 1 will be placed on an Unrequested Leave of Absence.
3. **The least senior, qualified teacher.** The least senior, qualified teacher within a department or license area will be placed on Unrequested Leave of Absence.

Subd. 3. Recall Provisions:

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

Subd. 4 Termination of Recall Rights:

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

1. Voluntary removal by a teacher of his/her name from the recall list which must be a written request.
2. Resignation of teaching position.
3. Retirement.

4. Discharge or termination of the teacher.
5. The expiration of three (3) years from the commencement of the ULA without having been recalled.
6. The expiration or revocation of a valid teaching license.

Subd. 5 Insurance Participation.

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

Subd. 6 Hearing Rights

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

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

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

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

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

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

ARTICLE XIV

INVOLUNTARY ~~TRANSFERS~~ / ~~VOLUNTARY TRANSFERS~~ ~~REQUESTS~~

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

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

Subd. 1. Procedure: Before making **an involuntary a** classroom teacher, counselor or librarian

involuntarily transfer from any school building, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the State Board of Education. If no volunteer is found, the teacher shall be transferred who is lowest on the seniority list in the affected **K-3 or 4-6 elementary level or secondary** department as defined below:

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

Section 2. Covered under this section and limited to specialized programs within a given school that require one or more staff members to work a schedule that varies from the standard work schedule by one or more hours. For example, if the standard work hours for full-time teachers at a given site are from 8 - 4 and a zero hour is added such that it requires a teacher to work from 7 - 3, this section applies. However if hours for the building change and all staff are required to work from 7 - 3, ARTICLE IX, HOURS OF SERVICE APPLIES.

Subd. 1. Procedure: Before making **an involuntary a** classroom teacher, counselor or librarian **involuntarily** work the modified schedule, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the Minnesota Department of Education and needed in the program. If no volunteer is found, the teacher shall be transferred who is lowest on the district seniority list in the affected **K-3 or 4-6 elementary level or secondary** department as defined below:

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

Section 3. **If a teacher, who volunteers to accept a transfer requests to return to their former assignment by February 1 of the following two calendar years, they will be reassigned to their former building and department if the position is still active.**

Section 4. **Voluntary Annual Transfers Requests (ATR):**

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

Subd. 2. **A teacher who voluntarily transfers to teach in a different building or department may return to the previous teaching assignment if available after one or two years. The request to return**

must be submitted by February 1. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred. This article works in coordination with Section 1.

Involuntary Transfers: Definition: For purposes of this article there are two elementary departments; primary (K-3) and intermediate (4-6). Secondary departments are as delineated in Subd. 1a.

Section 5. Teacher Exchanges: Two teachers may initiate a position exchange for one year. In order for the exchange to take place each teacher must be properly licensed and the supervisor at both sites must approve the exchange. At the conclusion of the exchange both teachers must return to their previous position.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definition: A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that a teacher or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance on the District grievance form to the Executive Director of Human Resources within thirty (30) working days of the occurrence of the grievance. The District representative at Level I shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting. The Association shall be copied all grievance decisions.

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

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

Section 4. Level III: If the Association is not satisfied with the disposition of the grievance at Level II or if no decision has been made within Level II timelines; the Association and the teacher(s) may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Executive Director of Human Resources within fifteen (15) working days of the Level II decision. The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the BMS Board in accord with its rules shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared by the parties -- one-half (½) by the District and one-half (½) by the Association or the teacher if not represented by the Association.

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

the moving party.

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

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

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

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

Section 10. Release Time: When mutually agreed, grievances may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 11. Notification: The teacher or Association shall notify the Human Resources Office when a decision is acceptable at any level.

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

ARTICLE XVI PUBLICATION OF AGREEMENT

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

ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall be effective as of July 1, 2015 2017, and shall continue in effect until June 30, 2017 2019. The terms of this Agreement shall remain in full force and effect until a subsequent Agreement is adopted.

Negotiations for the Agreement commencing July 1, 2017 2019, may commence when the parties mutually agree, but in no event later than May 1, 2018 2020.

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

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

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

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

IN WITNESS WHEREOF, the parties have signed this Agreement:

For Burnsville Education Association

For Independent School District 191

Chief Negotiator/BEA

Chair - School Board/191

BEA President

Clerk – School Board/191

Date

Chief Negotiator/191

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

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

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

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

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

Section 4. Reimbursable Credits.

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

Section 5. Calendar: Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. The ABE calendar shall consist of 44 weeks. The ECFE calendar

shall consist of 36 weeks. ABE and ECFE may offer classes year round. The basic work year consists of 184 days aligned with the K-12 program calendar. Only hours worked within the 184 days shall count toward FTE, benefits, and step advancement calculation.

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

- Subd. 1. ABE and ECFE teachers shall work in blocks of time that are a minimum of three (3) hours in length per duty day.
- Subd. 2. Classtime to preparation time per ABE teacher shall be 3:1. ABE teachers who work more than 4.5 hours shall have a paid 30-minute meal break.
- Subd. 3. ECFE Classtime to preparation time per ECFE teacher shall be 2:1.
- Subd. 4. A teacher may be required to reasonably participate in activities such as consultation with parents, faculty meetings, open houses, curriculum meetings, minor administrative assignments, and other teaching responsibilities.

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

Section 8. Group Insurance.

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

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

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

Subd. 1. Commencing with the 2018-2019 school year, the District will match up to \$1,250 to an approved 403(b) plan.

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

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

Section 10. Inclement Weather. If an employee is notified not to report for, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence.

- An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)
- An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)

**ABE/ECFE Wage Schedule Changes
COMPENSATION
~~2015-2016~~ 2017-2018**

STEP	BA	BA20	BA40	BA60	MA20	MA40	MA60
1	26.06	26.85	27.61	28.41	28.99	29.57	30.16
2	26.85	27.61	28.41	29.18	29.77	30.38	30.98
3	27.61	28.41	29.18	29.97	30.57	31.19	31.81
4	28.41	29.18	29.97	30.76	31.40	32.00	32.64
5-9	29.18	29.97	30.76	31.55	32.17	32.82	33.47
*10	31.14	31.95	32.76	33.56	34.23	34.91	35.62

*An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)

**COMPENSATION
~~2016-2017~~ 2018-2019**

STEP	BA	BA20	BA40	BA60	MA20	MA40	MA60
1	27.11	27.92	28.72	29.55	30.15	30.76	31.37
2	27.92	28.72	29.55	30.35	30.96	31.59	32.22
3	28.72	29.55	30.35	31.17	31.79	32.43	33.09
4	29.55	30.35	31.17	31.99	32.65	33.28	33.95
5-9	30.35	31.17	31.99	32.81	33.46	34.13	34.81
*10	32.39	33.23	34.07	34.91	35.60	36.31	37.04

APPENDIX B
Title I, School Nurse, Occupational Therapist

Section 1. Title I Teachers:

Subd. 1. Title I teachers will be placed on the salary schedule based on their training and experience.

Subd. 2. All contract benefits shall be applicable to Title I teachers.

Section 2. Licensed School Nurses:

Subd. 1. All licensed school nurses shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed school nurses.

Subd. 2. For the purposes of initial placement on the salary schedules, the following procedure shall govern:

- a. Placement on the appropriate lanes shall be commensurate with each nurse's degree level; i.e., R.N. or B.A in nursing.
- b. Previous public school nursing experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for incoming experience section of this Agreement. Previous nursing experience in District 191 shall be allowed as per Article V, Section 6.

Subd. 3. A separate seniority list shall be compiled for school nurses.

Section 3. Licensed Occupational Therapists:

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

Subd. 2. For initial placement on the salary schedules, the following procedure shall govern:

- a. Placement on the appropriate lanes shall be commensurate with each occupational therapist's degree level; i.e., B.A. or M.A. in occupational therapy.
- b. Previous public school occupational therapist experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for experience section of this Agreement. Previous occupational therapist experience in District 191 shall be allowed as per Article V, Section 6.

Subd. 3. Probationary Period: Occupational therapists shall serve a three-year probationary period. During that time, Occupational therapists may be released as the Board sees fit. Following completion of the probationary period, occupational therapists will have continuing contract status as described below.

Subd. 4. A separate seniority list shall be compiled for occupational therapists. In the event the district reduces occupational therapists, reductions shall occur based on seniority with the least senior being laid off first. Occupational therapists laid off due to reduction in force will retain recall rights for two years; with the most senior occupational therapist the first to be recalled.

- Subd. 5. An individual contract will be used for occupational therapists. See Appendix D2.
- Subd. 6. Prior approval for requests to convert continuing education units to lane change credits may be made to the Assistant Superintendent for Instruction and the Staff Development Coordinator, who will recommend number of course credits, comparable to District staff development time commitments, to the Executive Director of Human Resources. Article V, Section 6 shall then apply.

Section 4 Psychologist Interns

- Subd. 1. Beginning with the 2001-2002 school year, the District can employ licensed, psychologist interns. A psychologist intern is an individual that is working as an intern under the direct supervision of a licensed psychologist. The intern must be enrolled in an approved preparation program leading to Board of Teaching licensure. The intern can be employed as an intern for no more than the equivalent of one school year.
- Subd. 2. A full-time, full year psychologist intern will earn ½ of the annual salary based on Lane 1, Step 1 of the teachers’ salary schedule
- Subd. 3. A psychologist intern will be provided with single health insurance and single dental insurance. They will accrue one sick day per month for income protection. No other benefits will accrue.
- Subd. 4. In the event a psychologist intern is hired the year following completion of their internship as a licensed psychologist, the year of internship will be counted towards satisfying the probationary period.

**APPENDIX C-1
BEA Salary Schedule
~~2015-2016~~ 2017-2018**

STEP	BA	BA20	BA40	BA60/MA	MA20	MA40	MA60
1	38,260	39,850	41,240	43,230	45,220	47,090	49,420
2	38,280	39,880	41,270	43,260	45,270	47,120	49,450
3	38,320	39,910	41,300	43,300	45,300	47,170	49,480
4	39,050	40,410	42,200	45,540	49,050	49,860	52,310
5	40,020	41,730	43,690	47,230	51,330	52,290	54,560
6	42,410	44,150	46,300	49,920	52,340	54,800	57,690
7	46,000	46,130	48,060	51,960	54,400	56,620	59,950
8		49,800	50,280	54,240	56,450	59,330	62,240
9			54,790	56,900	59,770	62,890	66,000
10				60,190	63,080	66,180	69,510
11				64,420	67,650	70,910	74,570
12				69,970	73,320	76,850	80,580
*A	48,540	53,230	58,750	73,870	77,700	81,720	86,510
**B	52,200	56,310	62,480	77,010	81,320	85,870	92,080

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

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

Definitions:

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

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

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

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

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

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

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

Credit Conversion Chart

Semester	Quarter
1	1.5
2	3.0
3	4.5
4	6.0

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

APPENDIX C-2
BEA Salary Schedule
~~2016-2017~~ **2018-2019**

STEP	BA	BA20	BA40	BA60/MA	MA20	MA40	MA60
1	40,010	41,670	43,120	45,200	47,280	49,240	51,670
2	40,030	41,700	43,150	45,230	47,330	49,270	51,700
3	40,070	41,730	43,180	45,280	47,370	49,320	51,740
4	40,620	42,030	43,890	47,370	51,020	51,860	54,410
5	41,630	43,400	45,440	49,120	53,390	54,390	56,750
6	44,110	45,920	48,160	51,920	54,440	57,000	60,000
7	47,840	47,980	49,990	54,040	56,580	58,890	62,350
8		51,800	52,300	56,410	58,710	61,710	64,730
9			56,990	59,180	62,170	65,410	68,640

10				62,600	65,610	68,830	72,300
11				67,000	70,360	73,750	77,560
12				72,770	76,260	79,930	83,810
*A	50,490	55,360	61,100	76,830	80,810	84,990	89,980
**B	54,290	58,570	64,980	80,100	84,580	89,310	95,770

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

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

Effective July 1, 2016

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Basketball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Weight room	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Athletic Coordinator	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Wrestling	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Football	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Baseball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Softball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Danceline, Comp	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Hockey	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Track	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Soccer	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Volleyball	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Golf	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Adapted Athletic Coordinator	\$ 5,800.00			
Swimming	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Slalom Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
XC Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Tennis	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
DECA	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Lacrosse	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Student Council	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Equipment Manager	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Vocal Freestyle	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Danceline, Perf.	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Quiz Bowl Advisor	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Vocal, Cocurricular Total	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Cocurricular, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Diversity Coordinator	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Cheer, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Drumline (Winter)	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Drum Line Competition Drill/Choreographer/Composer	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
XC Run	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Badminton	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Musical Director	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Math League	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Studio Producer	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Chess	\$ 3,800.00	\$ 2,700.00		
Class Advisor	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Band, Marching	\$ 3,800.00	\$ 2,700.00		
Debate	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Speech	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
FEA	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Cheer, Comp	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
YIG	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Quiz Bowl	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Challenge Fair	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Paper, Editorial	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Band, Pep	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Mock Trial	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Band, Drumline (Fall) <i>Corrected 6.21.16</i>	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Marching Band Visual Drill/Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Drum Line Drill Composer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Computer Club	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play One Act Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
PROUD Advisor	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play, Full Length Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Vocal	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical, Instrumental	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Producer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Set Design	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
NHS (Includes Awards Coordination)	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Flag Line	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Yearbook	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Step Team	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Safety Patrols (Elem)	\$ 2,800.00			
Admin Assistant (Elem)	\$ 2,800.00			

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Chorus (Elem)	\$ 1,500.00			
Improv	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Student Council (Elem)	\$ 1,500.00			
Literary Magazine	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Science Fair (Elem)	\$ 1,500.00			
Peer Support/ Helpers	\$ 1,500.00			
Physics Club	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Computer Club (Elem)	\$ 1,500.00			

APPENDIX C-4

EXTRA COMPENSATION

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

Hourly rate, effective July 1, 2014 \$27.50

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

Hourly rate, effective July 1, 2014 \$21.00

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

Hourly rate, effective July 1, 2014 \$21.00

Rate D: HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective July 1, 2014 \$25.00

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

Hourly rate, effective July 1, 2014 \$31.25

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

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

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

1. Basic Services: Said teacher shall faithfully perform the teaching and other professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to teach in the school of said District as assigned in such grades or subjects for which that teacher has the necessary certification.
2. Duration: This contract is subject to the provisions of M.S. § ~~125.12~~ 122A.40 as amended and to all laws of the State of Minnesota relevant to qualification, certification, employment, termination, and discharge for cause of teachers. Teachers who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee.
3. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
4. Subject to Master Agreement: This contract shall be subject to and consistent with this Master Agreement between the School District and the Exclusive Representative and the provisions of P.E.L.R.A. Laws of Minnesota, as amended.
5. Error: It is mutually agreed that if improper placement is made, for any reason, in accordance with the Master Agreement, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS ____ DAY OF _____, 20_____.

Teacher

Chairperson

Clerk

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

The School Board of School District 191, Burnsville, Minnesota enters into this agreement with _____, a legally qualified and licensed occupational therapist for the 201__-201__ school year. In consideration thereof, the School Board agrees to pay said occupational therapist \$_____ (salary schedule step ____ and lane ____) for basic services.

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

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

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS ____ DAY OF _____, 20_____.

Occupational Therapist

Chairperson

Clerk

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

AGENDA ITEM:

To: Members of the Board of Education
Superintendent Cynthia Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: August 1__, 20__

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. In the 2018-2019 school year a design team consisting of the Director of Individualized Student Services, 3 BEA selected teachers, 3 mutually agreed upon teachers, and 4 administrators will meet a minimum of five (5) times to review the current special education delivery model and propose recommendations to the superintendent for the 2018-2019 school year.
3. The recommendations must comply with state and federal requirements, align with the District's Roadmap for the future, and be financially sustainable.

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

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, ~~2015~~ 2017 through June 30, ~~2017~~ 2019.
2. This MOU applies when school is not in session during the summer months to teachers required to attend workshops and professional development out of state.
3. The District agrees to pay \$150 per diem for full days as identified in **Regulation 412 Expense Reimbursement for Travel**. Partial days will be pro-rated by \$50 segments aligned to meal per diems. For example, if a travel day requires a per diem for lunch and dinner, then the teacher would receive \$100 per diem for salary reimbursement.
4. Required in-state professional development and workshops will be paid according to Appendix C-4 of the ~~2015~~ 2017-2019 Master Agreement. Additional expenses for mileage will be paid according to policy and IRS regulations.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, ~~2015~~ 2017 through June 30, ~~2017~~ 2019.

Burnsville Education Association
Burnsville, MN 55337

Independent School Dist. 191
100 River Ridge Court
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 The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. Notwithstanding ARTICLE VIII Subd 8 of the 2013-2015 contract, prior to July 1, 2015, if a teacher uses more days than earned to reach long term disability, the District shall recover the cost of such loss prorated to the salary at the time of use. Upon returning to work, each employee shall pay back days at the rate of 10 days per year via payroll deduction.
3. In the event a teacher resigns prior to February 15, 2016 they will not be required to reimburse the District for the days that were borrowed.

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

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

_____	_____
Union Representative Chair	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 The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. The intent of this MOU is to avoid any unforeseeable penalties under the Health Care Reform Act. If faced with a pending fine, the district may improve the health care coverage for one or more individuals within the Union according to paragraph three (3) of this MOU.
3. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through the execution of the 2015-2017 Master Agreement.

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

_____	_____
Union Representative Chair	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 The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period of July 1, 2017 through June 30, 2019.
2. In order to assure that teachers have adequate time to prepare for the school year, one day of workshop week prior to the open house shall be dedicated to teacher directed preparation.

This MEMORANDUM OF UNDERSTANDING shall expire July 1, 2019.

Burnsville Education Association
Burnsville, MN 55337

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. In the event that state funding is provided to fully fund the ABE and ECFE programs within the duration of the 2017-2019 Master Agreement, the District agrees to place the ABE and ECFE teachers on Schedule C. Step placement on Schedule C will reflect the step placement on the ABE/ECFE Wage schedule at the time funding commences. Lane placement will reflect current education experience.

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

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. Notwithstanding Appendix C-3 of the 2017-2019 contract, the following employees shall receive the identified stipend for the activity listed as long as they hold the position or until the amount listed under Appendix C-3 is greater.

Last Name	First Name	Description	Grandfather Stipend
BAKKEN	ANN	MUSICAL, DIRECTOR	\$ 2,623.00
BLAZQUEZ	JAVIER	SOCCER - ASST BOYS	\$ 4,328.00
BOCKLUND	TIMOTHY	ALPINE SKIING - HEAD	\$ 5,063.00
BOESER	DAN M	HOCKEY - ASST BOYS	\$ 5,202.00
CARLSON	JAMES L	FOOTBALL - ASST	\$ 4,930.00
CARROLL	MICHELE	DECA ASST	\$ 1,852.00
CASSANO	MICHAEL	HOCKEY - ASST GIRLS	\$ 5,202.00
ENGSTROM	LEE	HOCKEY - ASST GIRLS	\$ 5,202.00
FRENCH	KEITH J	BAND, MARCHING (FALL)	\$ 4,006.80
JEFFERS	LUCRETIA	PEER SUPPORT/HELPERS	\$ 1,377.08
KHAMRATTHANOME	BOUNTHAVY	TRACK - ASST GIRLS	\$ 4,349.00
MAIDMENT	LORI	PEER SUPPORT/HELPERS	\$ 1,377.08
MAIDMENT	LORI	YEARBOOK - MS	\$ 2,754.18
MARSHALL	VERONICA JEAN	BADMINTON - ASST	\$ 3,177.00
MATTISON	SCOTT	SOCCER - ASST BOYS	\$ 4,328.00
MILLEA	ALLISON B	PAPER, EDITORIAL	\$ 3,892.00
MILLEA	ALLISON B	YEARBOOK	\$ 3,982.00
NASH	DEREK B	ALPINE SKIING - HEAD	\$ 5,316.15
REYNOLDS	CHELSEA L	SWIMMING - ASST	\$ 4,708.00
SCHLAGER	DEREK A	TRACK - ASST GIRLS	\$ 4,349.00
SCHRAM	AARON	HOCKEY - ASST GIRLS	\$ 5,202.00
SENTA	FRANK D	HOCKEY - ASST BOYS	\$ 5,202.00
MATTISON	SCOT CHARLES	SOCCER - ASST GIRLS	\$ 4,328.00
STAUM	ANNE C	YEARBOOK - ASST	\$ 3,217.00
VAN DER WOUDE	MARK B	EQUIPMENT MANAGER	\$ 5,796.00
WEBBER	JEFFREY	TRACK - ASST BOYS	\$ 4,349.00

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

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.

2. Notwithstanding Appendix C-1 of the 2017-2019 contract, the following employees shall receive the identified salary for the 2017-2018 schools year. .

Name		17.18 MOU
Barr	Barbara	\$ 29,181.25
Busse	Cynthia	\$ 93,461.20
Doyle	Sandra	\$ 93,461.20
Gossm an	Lisa	\$ 93,461.20
Hulting	Linda	\$ 93,461.20
Johnson	David	\$ 93,461.20
Mesarchik	Mary	\$ 50,794.13
Mortinson	Elizabeth	\$ 93,461.20
Nystrom	Robert	\$ 93,461.20
Otrem ba	Karen	\$ 93,461.20
Thom	Marlys	\$ 56,279.53
White-Jarzyna	Susan	\$ 93,461.20
Williams	Karen	\$ 93,461.20

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

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2018

Dated: _____ 2018

INDEX

Bereavement Absence	17
Career Teacher Compensation	11
Civic Duty Leave	18
Co-Curricular Stipend Schedule - Appendix C-3	38-42
Docking	13
Extra Compensation - Appendix C-4	43
Fair Share	6
Family Illness Absence	17
Flexible Benefit Plan	12
General Absence	19
General Leave of Absence	19
Grievance Procedure	29-30
Hours of Service	23-24
Income Protection	14
Insurance	14-15
Just Cause Obligations and Professional Conduct	8
Lane Changes	10
Length of the School Year	25
Life Insurance	14
Matching Contribution Eligibility	27
Maternity Absence	20
Meet and Confer	6
Mileage	13
Minor Administrative Assignments	13
Occupational Therapist - Appendix B	34-35
Occupational Therapist Contract Form - Appendix D-2	45
Parental Leave	21
Part-Day Licensed Employees Compensation	11
Pay Dates and Deductions	12
Personal Absence	16
Personal Illness Absence	16
Personnel Files	25
Placement on Salary Schedule	9
Professional Absence	22
Professional Leave	21
Pro-rated Assignments	13
Religious Absence	23
Retirement	25
Retirement Health Insurance	25
Sabbatical Leave	19
Salary Schedule - Appendix C-1, C-2	36-37
School Nurse - Appendix B	34

Seniority	27
Sick and Injured Child Care Leave	17
Step Advances	10
Tax Sheltered Annuities	12
Teacher Contract Form - Appendix D-1	44
Teacher Organization Absence	7
Teacher Rights	6-7
Title 1 - Appendix B	34
Transfers (Involuntary/Voluntary)	28-29
Wellness (Attendance) Incentive	23

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.I.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: August 8, 2018

RE: **Proposed Revisions in the Collective Bargaining Agreement with the Burnsville Association of Educational Assistants and Independent School District 191**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE REVISIONS AND READOPT THE UNCHANGED LANGUAGE IN THE 2017 - 2019 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS

The District reached a tentative agreement on a new two-year contract with the Education Assistants on June 27th. There are 216 assistants within the unit. Work on a new two year agreement started on June 20, 2018 and extended over two bargaining sessions. The union was represented by Union Stewards Sue Campbell, Denise Wolff, Ruth Brown, Jim Ashley, and Union Organizers, Zaidee Martin and Joel Button. The district was represented by Robn Pikal, Tiffany Weiler and Stacey Sovine. During the collective bargaining process, 15 language items were on the table for discussion. BAEA ratified the agreement early this month.

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

- Deleting dated language.
- Revision to certification language.
- Added Emergency Closure Day as a part of incentive for attendance.
- Some simple non-contractual items intended to provide information and clarity
- Steps both years.

Economic terms agreed to include:

- 1.5% increase year one and 2.5% year two.
- 2 year increased cost \$686,000.
- Increase on Longevity and 403(b) matches
- MSBA 2 year package increase is 6.27%

MASTER AGREEMENT

JULY 1, 2015 2017 – JUNE 30, 2017 2019

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

And

**Burnsville Association of Educational Assistants
Independent School District 191
Burnsville-Eagan-Savage Public Schools**

2015 – 2017 - 2019

TABLE OF CONTENTS

Burnsville Association of Educational Assistants

Association/Employee Rights	2
Negotiations	
Dues/Fairshare Checkoff	
Transaction of Business	
Time Off for Exclusive Representation	
Basic Work Year	11
Shifts & Starting Time	
Extra Hours	
Breaks & Lunch	
Emergency Closing	
Compensation	3-5
Hourly Rates	
Salary Schedules	
Extra Compensation	
Salary Step Increments	
Experience Allowance	
Longevity Pay	
Holiday Pay	
Mileage	
Flexible Benefit Plan	
Tax Sheltered Plans	
Duration	16
Grievance Procedure	15
Group Insurance	5-7
Health & Hospitalization	
Title I & AOM	
Dental	
Duration of Insurance Contribution	
Life	
LTD	
PERA Life Options	
Coverage Continuation	
Liability Insurance	
Job Posting	11
Leave of Absence	7-10
All Leaves & Absences	
Personal Illness Absence	
Worker's Compensation	
Family Illness Leave	
Sick or Injured Child Care Leave	
Bereavement Absence	
Personal Absence	
Extended Leave of Absence	
Professional Leave	
General Absence without Pay	
Lost Time because of Assault	
Longevity Pay	5
Matching 403B Plans	15

Memo of Understanding	17-20
Mileage	5
Miscellaneous	12
Physical Examinations	
Jury Duty	
Transporting Students	
Performance Review	13
Evaluation/Goal Setting	
Discipline	
Retirement/Severance Plans	15
School District Rights	2
Seniority/Reduction in Staff	13-15
Tax Sheltered Annuity	15
Appendix A Notice of Description of Special Education Settings	21

HR Contact Information

Stacey Sovine - Executive Director of Human Resources
ssovine@isd191.org
 Staffing Process
 Discipline/Investigations
 Conflict Mediation
 Negotiations
 Contract Interpretation
 Calendar Committee
 Employee Relations
 Performance Evaluation System
 Pay Equity
 Extra Compensation Management

Tiffany Weiler - Human Resources Coordinator
tweiler@isd191.org
 (952) 707-2011
 Wellness/Insurance Committee Lead
 Lane Change Pre-Approvals
 Mandatory Trainings
 Recruitment & Job Advertisements
 Interview & Hiring Process
 Employee Recognition
 Posting Process
 Job Descriptions
 Kelly Services Liaison
 Student Teacher Placements & University Relations
 Community Relations
 New Teacher Orientation
 Sub Order Questions

Joy Demuth-HR Labor Relations Manager
jdemuth@isd191.org
 (952) 707-2012
 MyLeave Questions
 New Employee Orientation
 Contract Management
 Compliance Reporting
 Licensure Verification Variances

Seniority Lists
 Tenure Tracking
 Teacher Evaluation Tracking
 Payroll Interface
 Paid Time Off (PTO) Lead- Sick, Personal, Vacation, Family
 Illness
 Salary Questions
 Retirement Questions
 Time Off Questions

Trudie Harris - Employment Specialist
tharris@isd191.org
 (952) 707-2009
 Office Management
 Personnel File Maintenance & Viewing Appointments
 Employment Verification
 Calendar Management
 Training Facilitator
 Negotiations Process Facilitator
 Applitrack Software Lead
 Name/Address Changes

TBD - Benefits Specialist
 (952) 707-2014
 Workers' Compensation
 Medical/Dental Insurance
 Life Insurance
 Long-term Disability
 Leave of Absences
 FMLA (Family Medical Leave Act)
 ADA (Americans with Disabilities Act)
 Tax Sheltered Annuities (403b & 457)
 Benefit Training
 Retirement Information Sessions
 Unemployment
 Wellness
 Flex Benefits

[Employee Information](#)

**MASTER AGREEMENT
PURPOSE**

The purpose of the Agreement is to encourage and increase orderly, constructive and harmonious relationships between Independent School District 191, hereinafter referred to as the employer, and the Burnsville Association of Educational Assistants, hereinafter referred to as the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of the community to operate their school without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A.

**ARTICLE I
PARTIES**

This Agreement, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereafter referred to as the School Board, and the Burnsville Association of Educational Assistants, hereafter referred to as the Association, pursuant to and in compliance with the Public Labor Relations Act of 1971; to provide the terms and conditions of employment for educational assistants during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. The Board hereby recognizes the Burnsville Association of Educational Assistants as the exclusive representative for all educational assistants employed by Independent School District 191, Burnsville-Eagan-Savage who work more than fourteen (14) hours per week and more than sixty-seven (67) work days per year or thirty-five percent (35%) of the normal work week, excluding supervisory, confidential, and all other employees. The term "Educational Assistant," when used hereafter in this Agreement, shall refer to all classes of educational assistants represented by the Association in the Unit as defined above.

Section 2. Exclusivity: The employer will not during the life of this Agreement meet and negotiate relative to terms and conditions of employment with any employee or groups of employees who are covered by this Agreement except through the exclusive bargaining representatives. No employee covered by this Agreement shall negotiate any terms and conditions of employment except with the School Board's designated negotiator.

**ARTICLE III
SCHOOL BOARD RIGHTS**

Section 1. Management Responsibilities: The Association recognizes the right and obligations of the School Board to efficiently manage and conduct the operation of the School District.

Section 2. It is further understood that the foregoing enumeration of the school responsibilities and obligations is not exclusive and the School Board expressly reserves all its statutory authority not expressly delegated in this Agreement.

**ARTICLE IV
ASSOCIATION/EMPLOYEE RIGHTS**

Section 1. Association Rights:

Subd. 1. Negotiations: The Association may designate up to four (4) members to act as representatives for the purpose of negotiations and shall inform the employer in writing of such choices and changes in positions.

- Subd. 2. Dues/Fair-share Check-off: Any Educational assistant who is a member of the Association shall pay dues, established by the Association. All educational assistants shall pay a fairshare fee, established by the Association.
- Subd. 3. Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises provided that this shall not unduly interfere with nor disrupt of the operations of the School. The Association may use the District mail service (not U.S. Mail) and employee mailboxes for communications to employees.
- Subd. 4. Time Off for Exclusive Representation: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations.

Section 2. Employee Rights:

- Subd. 1. Master Agreement: Upon ratification, the BAEA Master Agreement will be posted on the intranet for the benefit of all educational assistants. Each BAEA member will receive a copy and the association shall receive (5) five copies.
- Subd. 2. Probationary Period: The probationary period for new employees shall be sixty-seven (67) working days. During this period of time, the employee may terminate employment. Likewise the employer may terminate the employee without cause. A member of the bargaining unit who is assigned to a different level in the unit will receive a new probationary period of 67 days. If during the probationary period there are performance concerns, the employee will be allowed to return to their previous assignment if there is a vacancy. If there is no vacancy, the employee may be laid off and thus qualify for the preferential hiring list as identified in Article XIII. Any discipline received during this period must be for just cause and can be challenged under the grievance procedure in Article 15.
- Subd. 3. Right to Join: Educational assistants will have the right to join or not to join the Burnsville Association of Educational Assistants.

ARTICLE V
COMPENSATION

Section 1. Hourly rates of pay in effect on June 30, 2017 2019, will remain the same until a new Master Agreement is negotiated. Such subsequent negotiated agreement will determine hourly pay after July 1, 2017 2019.

Section 2. Hourly rates of pay are as follows and will be paid in twenty four (24) equal installments, the first payment being on September 15th of each year.

2015-2016 2017-2018

Classification	Job Description	Step 1	Step 2	Step 3	Step 4
Level 2	Level 2 - Support	\$ 12.60	\$ 12.90	\$ 14.10	\$ 16.85
Level 3	Level 3 - Support	\$ 13.85	\$ 14.20	\$ 15.45	\$ 18.35
Level 4	Level 4 - Heath	\$ 15.00	\$ 15.45	\$ 16.75	\$ 20.05
	Level 4 - Media	\$ 15.00	\$ 15.45	\$ 16.75	\$ 20.05
	Level 4 - Sped	\$ 15.00	\$ 15.45	\$ 16.75	\$ 20.05

2016-2017 2018-2019

Classification	Job Description	Step 1	Step 2	Step 3	Step 4	Step 5
Level 2	Level 2 - Support	\$ 12.90	\$ 13.20	\$ 14.45	\$ 15.85	\$ 17.25
Level 3	Level 3 - Support	\$ 14.20	\$ 14.55	\$ 15.85	\$ 17.35	\$ 18.80
Level 4	Level 4 - Health	\$ 15.35	\$ 15.85	\$ 17.15	\$ 18.85	\$ 20.55
	Level 4 - Media	\$ 15.35	\$ 15.85	\$ 17.15	\$ 18.85	\$ 20.55
	Level 4 - Sped	\$ 15.35	\$ 15.85	\$ 17.15	\$ 18.85	\$ 20.55

Section 3. Extra Compensation.

- Subd. 1. Education Assistants proficient in a second language, American Sign Language, or Braille will earn \$.75 above the stated hourly wage when it is a **regular** requirement for the position.
- Subd. 2. Health educational assistants who are licensed LPNs will be paid \$.75 per hour above their hourly rate of pay, provided they provide Human Resources with a copy of their current LPN license by August 1st.
- Subd. 3. Summer school educational assistants shall have \$.25 per hour added to the regular rate.
- Subd. 4. Educational Assistants may attend a workshop on a voluntary basis. For training which is required for their assignment, an employee would earn their regular hourly rate.
- Subd. 5. The District will pay the fees associated with taking a single qualifying test for current employees if the test is required for continued employment in the position the first time it is taken. (For example the Parapro Assessment offered by the Educational Testing Service is one way educational assistants can meet the requirement to become qualified **under NCLB**).
- Subd. 6. If a licensed staff member who is assigned to supervise an area or student(s) is absent for thirty (30) minutes or more, the educational assistant assigned to the same area shall be paid at one and one-half times their rate of pay for that time.
- Subd. 7. Effective July 1, 2014, if an Education Assistant completes District approved de-escalation training, the employee will receive \$.35 per hour beginning the semester after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Effective July 1, 2014, if an Education Assistant completes District approved PCA training, the employee will receive \$.35 per hour beginning the semester after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Employees will receive notification of upcoming trainings with warning of pending expiration. If certification renewal is not provided, the additional hourly rate will end at the conclusion of the semester in which the certification expires.

Effective February 1, 2019, if an Education Assistant completes District approved de-escalation training, the employee will receive \$.35 per hour beginning the school year after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Effective February 1, 2019, if an Education Assistant completes District approved PCA training, the employee will receive \$.35 per hour beginning the school year after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Employees will receive notification of upcoming trainings with warning of pending expiration. If certification expires and is not renewed and provided to HR before the new school year begins, the additional hourly rate will end on the final paycheck of the current school year.

Section 4. Salary Step Increments:

- Subd. 1. Educational assistants must be employed prior to ~~February~~ January 1 to move to the next step beginning the first pay period for the unit in the following school year.
- Subd. 2. Experience Allowance: Administration may place newly employed but experienced personnel on the step above the starting salary.
- Subd. 3. The Employer shall credit prior experience as an EA in District #191 for purposes of wage step placement.
- Subd. 4. In the event an educational assistant has been incorrectly paid, corrections either to the employee's favor or detriment will be made back to the start of the fiscal year in which the error is discovered and reported to the Executive Director of Human Resources.

Section 5. Longevity Pay: Effective July 1, 2016, The following longevity rates apply: Educational assistants shall receive an additional \$1.50 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional \$1.75 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional \$2.25 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Effective July 1, 2018, The following longevity rates apply: Educational assistants shall receive an additional \$.25 per hour above their base hourly rate of pay after completing 6 years of continuous service in the unit. Educational assistants shall receive an additional ~~\$1.50~~ \$1.75 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional ~~\$1.75~~ \$2.00 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional ~~\$2.25~~ \$2.50 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Section 6. Holiday pay: After four (4) years of continuous service, employees under this Agreement shall earn their daily rate of pay on the following holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas, New Years Day, and Memorial Day. Eligible employees need to record their holiday hours in the time reporting system.

Section 7. Mileage: Educational assistants who use their personal cars for school business shall be reimbursed at the rate in effect according to District policy. Requests for reimbursement should be made monthly, but must be made quarterly or claims are forfeited.

Section 8. 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 regulation will be developed and updated annually to comply with IRS Regulations.

Section 9. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

ARTICLE VI
GROUP INSURANCE

Section 1. Health and Hospitalization 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 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: An Education Assistant 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 2: 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 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. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the School District. Insurance contributions will cease when an employee is on an extended leave of absence, professional leave of absence, or a general leave of absence that is due to a medical emergency in the immediate family that is longer than a month. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 4. Life Insurance: Employees who work twenty (20) hours or more hours per week shall be provided life and dismemberment insurance coverage in the amount of \$40,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 5. PERA Option: The PERA group term life insurance program shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office.

Section 6. Income Protection:

- Subd. 1. Long Term Disability: The District will furnish income protection insurance, which takes effect after a qualified absence of thirty (30) working days. Disability pay will be governed by the policy in effect. Coverage will be 66 2/3% of the base pay when coordinated with other sources of income as described in the insurance policy. In the event secondary social security benefits are a factor in coordination, the limit shall be seventy-five percent (75%) of base pay. Coordination with social security benefits, both primary and secondary, shall

be based on benefits in effect on the date of disability. Subsequent changes in primary and secondary social security benefits shall not affect the original amount paid by the insurance carrier.

- Subd. 2. Income Protection: After an educational assistant has been ill for more than thirty (30) consecutive days the educational assistant may use fractional sick absence, if accumulated, for one third (1/3) or one-fourth (1/4) day subject to Subd 1. above together with the income protection plan to equal full salary for additional forty-five (45) fractional days. A maximum of fifteen (15) full sick days per illness may be used by the educational assistant in this manner. When sick absence is used to supplement long-term disability, the number of days used (not to exceed 15) shall be counted towards step advancement.
- Subd. 3. Leave of Absence: If an educational assistant anticipates an extended absence due to disability, he or she should apply for and will be granted a medical leave of absence. In the event an educational assistant is absent because of illness or injury for more than thirty (30) consecutive working days and does not have thirty (30) personal illness absence days, the Board shall grant the number of days needed (without pay) to reach the thirty (30) day requirement and receive LTD benefits.
- Subd. 4. Insurance Contributions: As per Article VI, the district will continue to make contributions to insurance for 12 months from the time an employee begins receiving long-term disability benefits. After 12 months of leave due to long-term disability, contributions to insurance will cease. The employee may continue to participate in insurance at his/her expense.

Section 7. Coverage Continuation:

- Subd. 1. Employees with at least ten (10) years experience in the District and who are at least forty-five (45) years of age may continue in the group plan after leaving District employment until age sixty-five (65). The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier. Educational assistants who are participating in insurance under the above conditions as of June 30, 2008 may continue as provided in this subdivision.
- Subd. 2. An educational assistant who is eligible to draw a PERA pension may continue in the group plan until age eligibility for Medicare. The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier.

Section 8. Liability Insurance: As per MN Statute 466.07, the District shall defend and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee provided the employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

ARTICLE VII
LEAVES OF ABSENCE

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of the administration and members of the Unit 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, questioning, is necessary for the benefit of all concerned. When such action is taken, the Association shall so be informed.

Section 2. Sick Leave:

- Subd. 1. All full-time employees shall be credited with twelve (12) 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.
- Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred five (105) days of sick leave per employee.
- Subd. 3. Doctor or dental appointment may be considered sick leave absence.
- Subd. 4. Educational Assistants under contract and employed during summer school or extended school year programs, may use one (1) day of sick leave if necessary. Time used will be deducted on an hourly, pro-rata basis.
- Subd. 5. Employees may use sick leave for illness of employee's spouse, children, significant other, siblings, grandparents, step-parents or parents.

Section 3. Maternity Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the educational assistant must provide the estimated start of a physical disability to Human Resources no later than two (2) months prior to the estimated date of delivery. Estimated start and end times can be modified by the physician.
- Subd. 3. An employee who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery.

Section 4. Worker's Compensation:

- Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employees regular rate of pay to thirty (30) days. After thirty (30) days, LTD insurance may coordinate.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the pro-rata portions of days of personal illness absence time, which is used to supplement Workers Compensation.
- 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.
- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act shall receive the workers compensation check and have the same amount withheld from earned District compensation.

Section 5. Bereavement Absence: Bereavement leave shall be pro-rated for Title I educational assistants.

- Subd. 1. Up to five (5) days bereavement absence with pay will be granted upon the death of an employee's:
 - A. Spouse
 - B. Child
 - C. Parent
 - D. In-law of a similar degree of relationship

- Subd. 2. Up to three (3) days bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:
 - A. Grandparent
 - B. Grandchild
 - C. Brother
 - D. Sister
 - E. Or in-law of similar degree of relationship

- Subd. 3. One (1) day bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:
 - A. Aunt
 - B. Uncle
 - C. Niece
 - D. Nephew
 - E. Or in-law of similar degree of relationship

- Subd. 4. If an educational assistant has exhausted all accrued personal days in a given school year, he or she may use (1) personal sick day per year to attend the funeral of a person with whom they have a significant relationship.

- Subd. 5. When travel is involved, an additional two (2) days may be granted by administration. (Generally, travel refers to the need for an overnight stay to reach the site of a service.)

Section 6. Personal Absence: Each member of this Unit who works four (4) or more hours per day shall be granted one (1) hour of personal absence for each one (1) hour of their daily assignment at the beginning of the fiscal year. If an employee is hired or the assignment changes after the beginning of the fiscal year, the rate shall be prorated. Personal Leave may accrue to a maximum amount of (16) sixteen hours. Such absence must be that it requires the personal attention of the employee and scheduling of such is out of control of the employee. The request shall be made at least eighteen (18) hours in advance to the Human Resources office to be approved automatically. In case of emergency, the building principal shall determine whether the day shall be granted or not, retroactively.

Section 7. Extended Leave of Absence.

- Subd. 1. Requests for extended leaves of absence for acceptable causes without pay or any supplemental benefits, for a period of up to twelve (12) months, shall be submitted to and subject to recommendation by the Executive Director of Human Resources and Board of Education approval.

- Subd. 2. Answers to requests for leave for extended periods will be made, in writing, subject to Board approval at the next regular Board meeting.

- Subd. 3. Requests must be submitted in writing and be dated, signed, and 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.

- Subd. 5. No benefits accrue while on leave.
- Subd. 6. An educational assistant who returns from a leave prior to sixty-seven (67) working days will return to the previously held position. An educational assistant who returns from leave after sixty-seven (67) working days shall be assigned to the position occupied by the least senior educational assistants in the individuals subgroup as defined in Article XII, Section 2. Upon return, the educational assistant will be placed on the salary step she/he was on at the time the leave began and all benefits will be reinstated.
- Subd. 7. An educational assistant hired to replace an educational assistant on leave shall be on probation for sixty-seven (67) days as defined in Article II, Section 1, of this Agreement. An educational assistant occupying a position in excess of sixty-seven (67) days shall become a member of the Unit and shall achieve seniority in the group for which the educational assistant is employed as defined in Article XIII, Section 2.
- Subd. 8. An educational assistant is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.
- Subd. 9. An educational assistant on an extended leave of absence must notify Human Resources of their intent to return by March 1st for the upcoming school year. If an educational assistant fails to notify Human Resources by March 1st of their intent to return, they will be terminated by the Board of Education.

Section 8. Professional Leave: Professional leave is an unpaid leave, which is not limited by Article VII, Section 9. Persons wishing professional leave of absence should make application to the Assistant Superintendent for Human Resources three (3) months in advance of the starting date. The Board of Education will consider each application on the basis of the recommendation of the Assistant Superintendent for Human Resources and contingent upon ability to secure a replacement for the period of time.

Section 9. General Absence Without Pay: Members of this Unit may be permitted to take one (1) absence without pay of no more than (10) consecutive educational assistant work days only once during the school year. Notice of such absence shall be given to the Human Resources Office two (2) weeks ahead of that absence, except in an emergency. Failure to obtain permission to take time off without pay will result in discipline. A second absence without pay, due to emergency circumstances, can be granted at the discretion of the District.

Section 10. Medical Leave of Absence:

- Subd. 1. FMLA: Educational Assistants are eligible for FMLA leave only if they satisfy the federal work eligibility requirements. Under federal law employees must have worked 1250 hours the previous school year.
- Subd. 2. Unpaid Leave of Absence for the serious illness or injury of an immediate family member: Educational Assistants may request up to a 12 week unpaid, leave of absence in the event of a serious illness or injury in the immediate family. No benefits will accrue during the leave. In order to maintain insurance, employees must pay the full premium during such a leave. For serious personal illness or injury, see Article VI, Section 6, Subd. 3.

Section 11. Lost Time Because of Assault: Reasonable time lost in connection with any incident of attack upon a staff member, not compensable under Worker's Compensation shall not be charged against the staff member's personal illness leave unless he/she is judged guilty by a court of competent jurisdiction.

Section 12. All assaults, blood borne pathogen exposure incidents and any injuries incurred on the job must be reported to the educational assistant's supervisor/principal within 24 hours of the incident. The educational assistant must participate in the completion of "First Report of Injury" form within 24 hours of the incident.

Section 13. 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.

Effective July 1, 2018, additionally 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 three (3) or less leave days in the current school year will be granted one (1) Emergency Closure Day equivalent to their regularly scheduled hours to use only when an emergency closure has been issued by the Superintendent. Emergency Closure Days can accumulate up to 24 hours and are non-transferrable.

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 seventy five dollars (\$75) per day.

ARTICLE VIII
HOURS OF SERVICE

Section 1. Basic Work Year: A basic work year shall consist of student contact days plus two days of preparation. The days of preparation will be scheduled prior to the start of the school year.

Section 2. Extra Hours: Employees required to work more hours or days than anticipated in their annual Master Agreement shall be compensated at their hourly rate. During the course of the school year, any regularly scheduled hours added will be considered contract time. Hours exceeding the number of hours worked on the first workday of the school year will end at the conclusion of the school year. Any hours worked over forty (40) hours per week shall be compensated at one and one-half (1 and 1/2) times their hourly rate. Such compensation shall be authorized in advance by the building principal.

Section 3. Breaks and Lunch: All employees who work at least four (4) hours but less than five (5) hours are entitled to one (1) fifteen-minute break per day. All employees who work at least five (5) hours per day but less than six and a half (6.5) hours are entitled to one (1) twenty-minute break per day. Employees who work six and half (6.5) hours or more hours or more per day are entitled to two (2) fifteen-minute breaks or one (1) thirty-minute break per day. Lunch and breaks are scheduled by the employer. All employees may use their break time for lunch but the break shall not exceed the number of minutes allotted for the employee. Employees, at their discretion, may work one-half hour extra per day for an unpaid lunch break. The portion of lunch that is unpaid is the employee's own time. Employees may leave the building when on unpaid time, provided site sign-out procedures are followed.

Section 4. Emergency Closing:

- Subd. 1. If after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, the educational assistant shall be paid for the remainder of the assigned day if that day is not rescheduled as a student contact day.
- 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. When such an announcement is made, employees in the unit are not to report. The first emergency closing day will be forgiven, thereby allowing the total number of duty days to decrease by one day in the school year in which a lost time emergency occurs. If additional closing days occur due to an emergency, which includes inclement weather, employees may use available personal business time to avoid a dock in pay. In the event make up days are required, the educational assistant shall perform duties at their daily rate of pay on the day or days as the School Board or its designated representative shall determine.

ARTICLE IX
JOB POSTING

- Section 1. Job vacancies of three (3) hours or more shall be posted in each building, providing all details of job. This posting will state if this position is replacing an educational assistant on leave.
- Section 2. Any additional hours available in a building must be posted by building principal so that all educational assistants in that building have an opportunity to apply. Hours added after the first work day as described in Article VIII Section 1 of the Agreement shall be subject to withdrawal by the Administration.
- Section 3. Jobs that are so posted will not be filled for at least one (1) week from the date of posting, to allow all interested employees to apply.
- Section 4. Seniority, ability, and job performance will be considered in filling posted positions. The educational assistants recognize that the administration shall make the final decision based on these criteria. A senior applicant, within the District, not granted a position, shall be provided in writing the reasoning behind the administrations rejection of said application within a reasonable period of time, with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting. Administration reserves the right of final decision.

ARTICLE X
MISCELLANEOUS

- Section 1. Pre-employment Physical: An applicant applying for a Level 4, SPED assistant position must successfully complete a pre-employment physical. The physical will be conducted following an offer of employment but prior to the actual start of work. The offer of employment may be withdrawn if the applicant is unable to perform the physical requirements of the position.
- Section 2. Physical Examinations: A physician's statement that the employee is able to perform duties is required of all personnel returning from an extended health leave or from an incident covered by Worker's Compensation.
- Section 3. Jury Duty: Employees shall be paid the difference between their regular daily salary and their jury duty if required to serve on jury duty.
- Section 4. Transporting Students: At no time will any educational assistant transport any student in a private vehicle during normal working hours.

ARTICLE XI
PERFORMANCE REVIEW

Section 1. Evaluation/Goal Setting: Employees shall conference annually with a supervisor according to District procedures. Performance reviews shall be placed in the employees' personnel files in the Human Resource Office.

Subd. 1. Contents of personnel files are available to employees during business hours.

Subd. 2. Employees may attach a signed explanation, rebuttal, or amplification to any materials in the permanent personnel file.

Subd. 3. Any material in the file may be reproduced at the request of the employee. Cost of reproduction shall be paid by the employee.

ARTICLE XII DISCIPLINE

Section 1. An educational assistant shall be deemed to have had a year of satisfactory service unless that educational assistant has been given notification of substandard performance in writing.

Section 2. An employee shall not be disciplined without just cause.

Section 3. The District shall draw an educational assistant's attention to misconduct in the following ways:

- a. Oral Written reprimand
- b. Written reprimand Letter of Deficiency
- c. Letter of Deficiency and Suspension without pay
- d. Discharge

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

Section 4. 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 expectations, including an outline of previous oral or written reprimands; and
- c. a reference to the grievance process as defined in the Master Agreement.

Section 5. All instances of disciplinary action shall be documented, shown to the employee for signature and comment.

Section 6. The District will notify employees that they may, if they desire, have a representative present at any disciplinary conference.

Section 7. When any material that does not contain the signature or initials of the educational assistant is placed into the personnel file a copy shall be sent to the educational assistant.

ARTICLE XIII SENIORITY/REDUCTION IN STAFF

Section 1. Seniority Date:

Subd 1. Each employee will accumulate seniority from the first date of continuous hire as an educational assistant. In case of identical seniority dates, the lower employee number shall prevail. The Executive Director of Human Resources will provide the Association negotiators with a copy of the seniority list by February 15th

of each year for review. The list will include number of hours worked per day and hourly rate of pay. This list will become official on March 15. The seniority list with names, categories, employment date and seniority dates shall be posted online after March 15th.

- Subd 2. In the event of dual assignment, seniority shall be determined on the basis of the assignment in which the employee spends the most time. In the event time is equally split in two levels, seniority will be based upon the assignment the employee selects at the beginning of the assignment placement. For equally split assignments, the employee shall provide written notification of their selection to the Executive Director of Human Resources within thirty (30) days of the placement. In the absence of any notification, seniority will be based upon the highest pay grade of the equally split assignment.
- Subd 3. Employees may apply for positions in other BAEA groups and, if selected, will carry their seniority from their original BAEA group. Employees who leave the bargaining unit for twelve (12) months or less to take another District position outside BAEA may return to BAEA with no interruption of their seniority. If a classified district employee becomes part of the BAEA, their accrued sick leave and holiday pay from the previous unit will be carried over into the BAEA up to the maximum accrual amount for the position assumed, provided the bargaining unit they leave has reciprocal language with the BAEA.
- Subd 4. Seniority shall accumulate if an employee is reinstated off of the preferential hiring list, following a reduction in the work force.

Section 2. For the purpose of seniority for reduction in force, employees will be divided into the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)

Level 3 Descriptions

- Level 3, Support (Secondary)
- Level 3, Support (Elementary)

Level 2 Descriptions

- Level 2, Support (Secondary)
- Level 2, Support (Elementary)

Section 3. In the event of a reduction in the work force in one of the above levels, the displaced person will be placed in an equivalent (same level, same description, same number of hours) open position, if any. If there is not an equivalent open position, the employee will bump the least senior person (same level, same description, same number of hours) in that description or accept the layoff. If the person displaced by the first person is not the least senior in the appropriate job description, he/she will bump the least senior person, in that description regardless of the number of hours with the following exceptions:

Level 4, Media Education Assistant who is laid off can bump the least senior Level 4, Media Education Assistant, and if none, then bump the least senior Level 2, Support educational assistant.

Section 4. If, because of a reduction in work force, reassignments are necessary, the employer shall develop with the employee reassigned retraining appropriate for the new position.

Section 5. In the event replacement and/or displacement of educational assistants is necessary due to a reduction in the work force, the Association shall be represented at a meeting with the Human Resources Office prior to the affected educational assistants being notified to determine the final outcome of the procedures.

Section 6. All educational assistants who are to be terminated or reduced in hours will be notified in writing by the last student contact day of each and every year. Those who retain their status will be entitled to the number of hours they were assigned the first work day of the current school year, even though maintaining those hours may require service in more than one (1) department or school. Level 4, SPED EA's assigned to a 1 on 1, whose student leaves the District, may be laid off after 15 working days notice, according to seniority, during the school year. But any EA who is laid off as a result of this paragraph will be recalled first to any open position in their level.

Section 7. The District shall establish a preferential hiring list including all educational assistants who have been terminated due to a reduction in work force or reduced in hours. Employees will be placed and rehired from the specific preferential hiring list grouping based on the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)

Level 3 Descriptions

- Level 3, Support (Secondary)
- Level 3, Support (Elementary)

Level 2 Descriptions

- Level 2, Support (Secondary)
- Level 2, Support (Elementary)

Section 8 Educational assistants terminated due to a reduction in work force or are reduced in hours, shall remain on a preferential hiring list until June 30th of the following fiscal year. An open position will be awarded to an applicant on the preferential hiring list who applies for the position with the highest seniority within the job description.

ARTICLE XIV
RETIREMENT

Members of the unit who selected Plan A prior to July 1, 1998 are committed to that plan. All employees hired after July 1, 1998 are only eligible for Plan B.

Section 1. Plan A: Employees with at least ten (10) years of service shall receive a one (1) time lump sum payment of \$750.00 \$900.00. Employees terminated for cause shall not be eligible for severance pay. Severance pay shall not apply to any educational assistant hired after July 1, 1988.

Section 2. Plan B:

Subd. 1. A District match to a 403b plan is available to members of the unit hired on or after July 1, 1988 who are beginning their third (3rd) year of work in the District at .5 F.T.E. or more.

Subd. 2. ~~Effective July 1, 2014, 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, 2016, the District shall match up \$750 (seven

hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan. Effective July 1, 2018, the District shall match up \$900 (nine hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.

- Subd 3. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 4. 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 5. Maximum District Contribution: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty five thousand dollars (~~\$20,000~~ \$25,000) during the time of the employee's employment with the District.

ARTICLE XV GRIEVANCE PROCEDURE

- Section 1. A claim by an employee of the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- Section 2. Level I. In the event that an employee or the Association believes there is a basis for a grievance, a written grievance shall be filed with the HR Director within one month of the time the grievant knew of the alleged grievance.
- Section 3. Level II: The HR Director may take up the grievance or choose to refer the grievance back to the supervisor or principal in the department or school from which the grievance arose.
- Section 4. If not resolved in discussions with the Association, the HR Director will provide the Association with a written response to the grievance.
- Section 5. If the Association does not agree with the written response, it may request arbitration of the grievance. To be timely, this written request to arbitrate must be given to the HR Director within one month of the HR Director's written response, or if no written response is provided, within four months of the date of the filing of the original grievance.
- Section 6. 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 B.M.S., in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.
- 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 Board of the School Administration against any employee because of their participation in this grievance procedure.
- Section 9. When mutually agreed, grievance may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

DURATION

- Section 1. Term and Reopening Negotiations: This Agreement will remain in effect for a period commencing July 1, 2013 2017, through June 30, 2015 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it will give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.
- Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees.
- 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 this Agreement.
- Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 2017 through June 30, 2017 2019.
2. Notwithstanding the collective bargaining agreement Article V, Section 2, the following educational assistants shall receive pay at the rate of \$18.80 per hour starting July 1, 2015. This shall continue until their pay is within the wage range of the BAEA job description they are working in. This does not include any differentials in the contract that they might be eligible for.

ROBLES, MICHELLE R

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

Union Representative _____

Employee 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 Burnsville Association of Education Assistants (hereinafter referred to as the Union), representing the Education Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 2017 through June 30, 2017 2019.
2. Understanding the process for determining ESY eligibility and the commitment for student participation in ESY, it is difficult for the district to accurately project the exact number of students who will be enrolled in the ESY program. In order to ensure adequate staffing of paraprofessionals for the special education extended school year program (ESY) and a fair and equitable staffing process will be followed.

In planning and preparing for the ESY program the following processes and procedures will be implemented related to the use of paraprofessional support:

1. Two types of positions will be posted: one with guaranteed hours during the entire ESY program and one with flexible/floating hours to be based on student daily attendance.
2. If the paraprofessional with guaranteed hours has no students to work with he/she will work on other projects that support special education programs/services.
3. If a floater comes in to the ESY location to work and is notified their services are not needed he/she will be paid one hour of wages.
4. This plan will be in place unless changes are communicated to the BAEA ahead of time.

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

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

- 3. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
- 4. The intent of this MOU is to avoid any unforeseeable penalties under the Health Care Reform Act. If faced with a pending fine, the district may improve the health care coverage for one or more individuals within the Union according to paragraph three (3) of this MOU.
- 5. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

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

Union Representative _____ Employer Representative _____

Dated: _____ 2016 _____ Dated: _____ 2016 _____

Appendix A

Description of Special Education Settings

Management Educational Assistants work with students with disabilities that receive special education services. Students have disabilities that range from mild to severe. Students with more significant disabilities and those with low incident disabilities are educated in specialized, site-based programs. Educational Assistants that work in these programs are often asked to assist students with personal hygiene and activities of daily living. They may be required to diaper, feed, lift, and position students. They may be asked to work with students with volatile behaviors and may have an increased risk of personal injury. They may be required to have specialized skills in Braille or sign language.

Federal Setting definitions are as follows:

Setting I	Regular Class The student receives the majority of special education and related services in a general education classroom and is outside the general education classroom (or in the resource room) for no more than 21% of the school day. Home school is considered a general education setting.
Setting II	Resource Room The student receives special education and related services in a resource room outside the general education classroom for at least 21% but not more than 60% of the school day.
Setting III	Separate Class The student receives special education and related services in a separate class outside of the general education classroom for more than 60% of the school day.
Setting IV	Public Separate Day School The student receives special education and related services in a separate day school facility for greater than 50% of the school day.

The District has the following site-based programs. The District may add or eliminate site-based programs as needed. The location of these programs may change over time.

Early Childhood Special Education

Setting IV EBD

Setting III EBD

Setting III Autism

Setting III Developmental Cognitive Delay Program (formerly known as MSMI and MSMI Plus)

Setting III Neurobiological Disorders Program

Appendix B

Definition of Elementary and Secondary

The terms elementary and secondary as used within the contract shall be defined as programs/grades housed within the following buildings.

Elementary: ECSE; Rahn, Sioux Trail, William Byrne, Sky Oaks, Gideon Pond, Vista View, Ed. Neill, MW Savage, Hidden Valley, and Harriet Bishop.

Secondary: BAHS, BHS, BEST, Metcalf, Nicollet, and Eagle Ridge.

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.J.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: August 9, 2018

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

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE
THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED
LANGUAGE IN THE 2017-2019 MASTER AGREEMENT WITH THE
BURNSVILLE PRINCIPAL ASSOCIATION**

The District reached a tentative agreement on a new two-year contract with the Burnsville Principals Association on July 30, 2018. There are 21 principals within the unit. Work on a new two year agreement started on July 24, 2018 and extended over two bargaining sessions. During the collective bargaining process, 10 language items were on the table for discussion.

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

- Removed dated language
- Modified Life Insurance contribution
- Clarify language on continuing contract language and salary schedule

Economic terms agreed to include:

- 2% increase 1st year and 2% increase 2nd year on career increment steps
- 2 year increased cost \$ 209,000.
- MSBA 2 year package increase is 4.67%

MASTER AGREEMENT

JULY 1, ~~2015~~ 2017 - JUNE 30, ~~2017~~ 2019

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

AND

BURNSVILLE PRINCIPALS ASSOCIATION

Burnsville - Eagan - Savage Public Schools

TABLE OF CONTENTS

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

MASTER AGREEMENT
JULY 1, 2015 2017 - JUNE 30, 2017 2019

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA

and

BURNSVILLE PRINCIPALS ASSOCIATION

Preamble

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

ARTICLE I
RECOGNITION

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

ARTICLE II
COPIES OF RECORD

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

ARTICLE III
STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL BOARD

Section 1. All principals covered by this Agreement shall perform the professional services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School Board and its properly designated representatives have the obligation and duty to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

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

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

ARTICLE IV PRINCIPALS RIGHTS

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

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

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

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

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

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

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

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

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

Section 7. Duly authorized representatives of the Association shall be permitted to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operations.

Section 8. The Association shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. The user shall request equipment from the responsible individual and have time and use determined when checked out.

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

Section 10. The Board agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certified personnel, agendas and minutes of all Board meetings, census and membership data, (names and addresses of all principals salaries paid thereto and substantiating data).

ARTICLE V COMPENSATION

Section 1. Basic Rates of Pay:

Subd. 1. Status of Salary Schedules:

The salary schedules contained in this article are adopted by the School Board for the term of this Agreement. The salary schedules are not to be construed as a part of the continuing contract and the schedules contained herein are no longer applicable after June 30, 2017-2019. The Schedules shall remain in effect until a successor agreement is negotiated. Step advancement is contingent upon and subject to the terms of the successor agreement.

Subd. 2. Salary Schedule - Placement

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

Subd. 3.

For the salary schedule for the ~~2015-2016~~ 2017-2018 and ~~2016-2017~~ 2018-2019 contract year, see Appendix A and Appendix B attached hereto.

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

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

Effective July 1, 2015, the following career steps apply:

- A. \$2,000 in the 5th year of employment as a principal
- B. \$3,500 in the 10th year of employment as a principal

Section 4. Tuition:

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

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

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

Section 5. Certificate, Retirement Fund Certificate, and Transcript of College Credits: Each principal must submit a copy of a valid Minnesota Certificate, a retirement fund certificate, and a transcript of all college credits. This material will be kept on file in the District office during the entire time that the principal is employed in the school system. Before a principal can be granted a step or lane advancement, all requirements above must have been fulfilled.

Section 6. Work Year: The work year for principals shall be twelve (12) months. In the event a principal works for less than twelve months, the employee's compensation, sick leave, and vacation

shall be calculated on a prorated basis. Health, life, and dental insurance shall be the same as for a full time employee, provided an administrator works at least thirty (30) hours per week.

Section 7. Vacation

Subd. 1. Annual Vacation:

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

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

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

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

Effective July 1, 2016, all vacation time must be taken within twenty four (24) months of the start of the fiscal year in which it is received or be forfeited. Principals who sever employment for any reason other than cause, will be paid for accrued but unused vacation days at the rate at which they were earned.

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

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

Section 10. Compensation for Special Services:

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

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

ARTICLE VI GROUP INSURANCE

Section 1. Health and Accident Insurance

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

a. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium 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 shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

b. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 83% of the dependent, (composite) premium. The composite premium 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 shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

Section 2. Life Insurance

Subd. 1. Each full-time member of this unit will be provided with \$250,000 term insurance with the District covering the cost of \$50,000 **\$100,000** and employees covering the cost of \$200,000 **\$150,000**.

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

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

seventy-five (75) days of unused sick leave has been used or the principal requests such payment to be discontinued.

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

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to describe coverage generally and benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Continuation of Benefits

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

- A. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than sixty (60), then for a period of nine (9) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that the District contributed on behalf of the employee for the month immediately before the employee retired.
- B. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than forty (40), then for a period of eight (8) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that it contributed on behalf of the employee for the month immediately before the employee retired.
- C. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than thirty (30), then for a period of seven (7) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute toward the monthly premium for dependent or single coverage in a dollar amount that is equal to fifty percent of the dollar amount it contributed on behalf of the employee for the month immediately before the employee retired.

- D. If the employee's years of service in the District plus the employee's years of service as a principal in the District are thirty (30) or less, then the District will not contribute any amount toward the monthly premium for single or dependent coverage.
- E. In the event of the death of a retired principal with dependent coverage, the percentage of contribution for health and dental coverage will continue for eligible dependents until the date coverage would have ended for the retired principal.

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

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

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

Section 7. Dental Insurance

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

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

ARTICLE VII MISCELLANEOUS

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

Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to principals. Regulations and procedures are available in the Human Resources Office and are contained in Board of Education policy DLBA. The Board policy and regulations are updated annually for compliance with State and Federal Laws.

Section 3. Flexible Benefit Plan: The School District will maintain a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. Board policy and accompanying regulations are updated annually to comply with IRS Regulations.

Section 4. Substitutes for Principals: At the discretion of the Executive Director of Human Resources and dependent upon the availability of substitutes, the District will provide substitutes for principals where members of the Unit are absent from work for periods exceeding ten (10) consecutive working days.

Section 5. Extension of Employment: At the discretion of the Executive Director of Human Resources, an employee whose position has been discontinued may be asked to continue in his/her present assignment in order to permit the completion of responsibilities. The duration of this extension shall be determined by the Executive Director of Human Resources. The decision to extend time is to be made prior to June 1.

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

Subd. 1: Probation: Individuals, who have achieved continuing contract status as a licensed teacher in ISD #191 and are then selected for a principal position, must execute a waiver of continuing contract status and agree to serve an additional probationary period of one year in the promotional position. In the event the individual is not confirmed in the promotional position the individual shall return to the previous continuing contract position. Continuing contract status for others will be as per MN Statute 122A.40

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

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

ARTICLE VIII RETIREMENT

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

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

Effective July 1, 2016, the District will match up to \$3,250 per year to an approved program for each principal hired after July 1, 1988. In the event a principal works less than a full year or less than full-time, the match will be pro-rated based on fiscal FTE.

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

ARTICLE IX PROFESSIONAL ACTIVITY LEAVE

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

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

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

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

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

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

ARTICLE X LEAVES AND ABSENCES

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

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

Section 2. Leave for Military Duty:

Subd. 1. Leave for Military Duty: Principals called to required military duty by appropriate orders shall be granted leave of absence without pay for said duty and shall be returned to an appropriate and comparable assignment upon return. Credit will be allowed on the salary schedule for each year of required military service. Principals in the employ of the District, who enlists in a branch of the military at a time when his/her being drafted is imminent, shall receive similar benefits as if he/she had been drafted. Principals on extended enlistment, or those who reenlist after completing their military obligation, do not qualify for any benefits referred to in this policy.

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

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

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

Section 5. Personal Business Absence

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

Subd. 2. Procedure:

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

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

Section 6. Personal Illness

Subd. 1. Each principal in this District will be granted twelve (12) days annual sick absence at the beginning of each contract year. Unused sick absence days may accumulate to three hundred (300) days. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days, income protection insurance will ensue in accordance with the existing policy. When a principal works less than a full year, personal illness absence will be pro-rated from the point in time a principal is eligible for LTD benefits. Excess days, if any, will be available upon return.

Section 7. Worker's Compensation: Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.

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

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

Section 9. Family Illness Absences:

Subd. 1. A maximum of five (5) days per school year (cumulative to six (6)) for illnesses in the family for each full-time principal. The term family is interpreted to mean anyone of personal significance to a principal. Family illness leave will be pro-rated when principals work less than a full year.

Subd. 2. Principals who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

Section 10. Professional Absence: Principals may be allowed to attend professional meetings and other activities of a professional nature with full pay.

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

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

Section 11. Maternity Absence

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

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

Subd. 3. The principal is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents.

Subd. 4. A principal on maternity absence shall continue to receive all benefits while absent and shall receive sick pay to the limit accumulated by the principal, but not to exceed thirty (30) days. In the event a principal is medically disabled due to pregnancy, delivery or recovery for more than 30 days and is eligible to receive long term disability benefits, she may supplement LTD pay with accrued sick leave as per Article VI, Section 3, Long-Term Disability.

Section 12. Parental Leave

Subd. 1. Parental leave of absence shall be available to principals for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the principal's child, or in the case of adoption, when the child is physically turned over to the principal/parent. Only one (1) parent is eligible for parental leave for each pregnancy.

Subd. 2.

a) At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of maternity absence.

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

Subd. 3. In connection with election to take parental leave, the principal shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the day following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date must coincide with a quarter or semester break.

Subd. 4. The actual commencement date of parental leave shall be the return date from maternity absence, or in the case of an adoption, the date when the child is physically turned over to the principal/parent.

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

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

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

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

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

Subd. 10. A principal on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as the principal wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the District pursuant to this Section, except as provided by law.

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

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

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

Section 13. Attendance Incentive (Expires July 1, 2016)

A principal who as of July 1, 2014,

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

(b) has taken one (1) or less leave days in the current fiscal year

shall have sufficient leave days converted at the rate equal to seven hundred and fifty dollars (\$750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15 payroll.

A principal who as of July 1, 2014

(a) has accumulated leave time in excess of six hundred (600) 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 fiscal year

shall have sufficient leave days converted at the rate equal to four hundred and fifty dollars (\$450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15 payroll.

A principal who 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, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2014 the conversion rate for leave days shall be one hundred and fifty dollars (\$150) per day.

ARTICLE XI PERSONNEL FILES

Section 1.

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

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

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

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

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

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

ARTICLE XII GRIEVANCE PROCEDURE

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

Section 2. Level I: In the event that an employee or the Association believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. The grievor shall meet with the grievant within ten (10) days of the receipt of the completed proper form and render a written decision within five (5) days of the meeting. A copy of the decision will be placed in the file.

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

Section 4. Level III: If the employee or the Association is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitrator. Notification of dissatisfaction shall be made, in writing to the Executive Director of Human Resources within ten (10) days after his/her decision has been rendered. The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) days from the notification date that arbitration will be pursued, the P.E.R.B. Board, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

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

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

Section 7. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement.

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

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

Section 10. When mutually agreed, grievances may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a

grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 11. The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XIII PUBLICATION OF CONTRACT

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

ARTICLE XIV DURATION

Section 1. This contract shall be effective as of July 1, 2015 2017, and shall continue in effect through June 30, 2017 2019, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. This Agreement constitutes the full and complete agreement between the School Board and the Burnsville Principals' Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

IN WITNESS WHEREOF, the parties have signed this Agreement:

For: Burnsville Principals Association

For: ISD #191

President, BPA

Board Chair

Chief Negotiator, BPA

Board Clerk

Date

Executive Director of Human Resources

APPENDIX A		
Salary Schedule		
2017-2018		
	Licensed	MA+60
Associate		
Step 1	\$ 116,800	\$ 120,800
Step 2	\$ 118,800	\$ 124,900
Elementary		
Step 1	\$ 120,100	\$ 124,200
Step 2	\$ 121,800	\$ 128,400
Middle School		
Step 1	\$ 126,600	\$ 130,900
Step 2	\$ 128,600	\$ 135,300
Senior High		
Step 1	\$ 135,500	\$ 140,000
Step 2	\$ 137,200	\$ 146,000
All Principals		
Longevity 15th	\$ 750	\$ 750
Longevity 20th	\$ 1,500	\$ 1,500

APPENDIX B		
Salary Schedule		
2018-2019		
	Licensed	MA+60
Associate		
Step 1	\$ 119,200	\$ 123,300
Step 2	\$ 121,200	\$ 127,400
Step 3	\$..	\$..
Elementary		
Step 1	\$ 124,300	\$ 128,400
Step 2	\$ 126,000	\$ 132,700
Step 3	\$..	\$..
Middle School		
Step 1	\$ 129,300	\$ 133,700
Step 2	\$ 131,300	\$ 138,200
Step 3	\$..	\$..
Senior High		
Step 1	\$ 138,300	\$ 142,800
Step 2	\$ 140,000	\$ 149,000
Step 3	\$..	\$ #N/A
All Principals		
Longevity 15th	\$ 750	\$ 750
Longevity 20th	\$ 1,500	\$ 1,500

MEMORANDUM OF UNDERSTANDING

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

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

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

Janice Porter
Eugene Roczniak

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

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

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

Burnsville Principal Association	Independent School Dist. 191
Burnsville, MN 55337	100 River Ridge Court
	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 The Burnsville Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
- 2. The intent of this MOU is to avoid any unforeseeable penalties under the Health Care Reform Act. If faced with a pending fine, the district may improve the health care coverage for one or more individuals within the Union according to paragraph three (3) of this MOU.
- 3. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

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

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

_____	_____
Union Representative Chair	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 The Burnsville Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.

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

Kelly Ronn
Renee Brandner
Don Leake

3. Notwithstanding the collective bargaining agreement Appendix A and Appendix B, identified employees shall be eligible for the following language:

- a. The identified employees will be eligible and placed on the schedule for the tier, lane, and step obtained in FY 2018 as long as they are employed in District 191. If future negotiated agreements change the structure of the salary schedule while these individuals are employed, it is understood that these employees shall be considered and placed on the schedule as holding the positions held in FY 2018.

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

Burnsville Principal Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____2018

Dated: _____2018