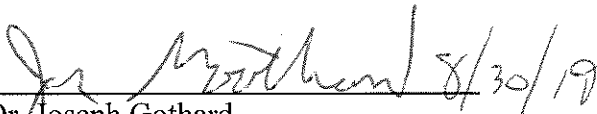


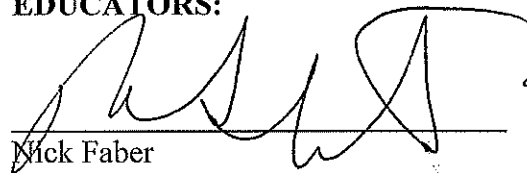
MEMORANDUM OF AGREEMENT

1. The Parties agree to execute the notice attached as Exhibit A, enabling the Teamsters and Federation's members to participate in PEIP as of the 2021 plan year.
2. The Parties agree to complete a group application, attached as Exhibit B, as soon as the necessary information is available within the MMB process.
3. The Parties agree to initiate planning no later than January of 2020 for a PEIP open enrollment period established by MMB. This document constitutes the District's affirmation that it is the prerogative of the Exclusive Representative and its members to determine their participation in PEIP.
4. The District agrees to maintain a position of neutrality concerning the Unions' PEIP enrollment in all internal and external communications.
5. The Parties agree that members of the Federation and the Teamsters Teaching Assistants Unit will not be included in any future health insurance RFPs in any year preceding a year in which the Teamsters and Federation's members are participating in PEIP, to include the 2020 plan year.
6. The Parties agree to a joint statement:  
The parties have come together to discuss the issues and options in order to find the most beneficial resolution for the students, the employees and the District. We all appreciate the parties' willingness to work together in reaching a solution, avoiding any early termination fees.

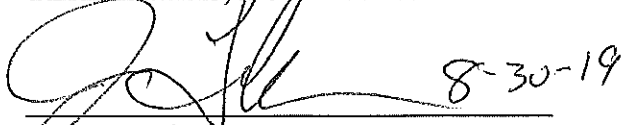
**INDEPENDENT SCHOOL DISTRICT NO. 625:**

**SAINT PAUL FEDERATION OF EDUCATORS:**

  
Dr. Joseph Gothard  
Superintendent

  
Nick Faber  
President

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 320:**

  
Joshua Loahr  
Business Agent

August 23, 2019

**Via U.S. Mail**

Myron Frans, Commissioner  
Minnesota Management and Budget  
658 Cedar Street  
Saint Paul, MN 55155

RE: *Joint Notice of Participation in PEIP Beginning January 1, 2021*

Dear Mr. Frans:

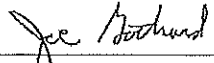
This letter shall serve as a joint notice pursuant to Minn. Stat. § 43A.316 from Saint Paul Public Schools, Independent School District No. 625 (the "**School District**"), Saint Paul Federation of Educators as exclusive representative on behalf of all its members ("**SFPE**"), and Teamsters Local 320 as exclusive representative on behalf of the Teaching Assistant bargaining unit ("**Teamsters**") that SPFE members and certain Teamsters members will participate in the Public Employee Insurance Program ("**PEIP**") beginning **January 1, 2021**.

The School District, SPFE, and Teamsters all desire a smooth transition for School District employees entering into PEIP. To that end, the parties would like to begin planning meetings in the spring of 2020 and hold an open enrollment in the fall of 2020.

If you believe any further or additional notice is statutorily required, please contact the signors below. Thank you for your attention to this matter.

Sincerely,

**Saint Paul Public Schools, Independent  
School District No. 625**

  
\_\_\_\_\_  
Dr. Joseph Gofhard  
Superintendent

**Saint Paul Federation of Educators**

\_\_\_\_\_  
Nick Faber  
President

**Teamsters Local 320**

\_\_\_\_\_  
Joshua Loahr  
Business Agent

Minnesota Public Employees  
Insurance Program (PEIP)



GROUP APPLICATION

EMPLOYER INFORMATION				
Employer	Federal Tax ID Number		Desired Effective Date / /	
Name and title of person responsible for benefits decisions			Phone ( )	
Email Address			Fax ( )	
Address	City	County	State	Zip Code
Name and title of person responsible for billing and accounting			Phone ( )	
Email address			Fax ( )	
Union Representative, if appropriate			Union Rep Email Address	

# OF EMPLOYEES TO BE INCLUDED IN COVERAGE	ELIGIBILITY CRITERIA
<p>The Public Employees Insurance Program requires that 75% of all eligible employees participate in the Program. Those individuals who waive coverage due to coverage elsewhere are not included in the 75% calculation.</p> <p>Total # of eligible employees _____</p> <p># of employees who waived &amp; have no other coverage _____</p> <p># of employees who waived due to coverage elsewhere _____</p> <p>Total number to be included in PEIP _____</p> <p>Please attach a separate list of the following covered individuals (if any) with full names, social security numbers and effective date of coverage continuation:</p> <ul style="list-style-type: none"> <li>◆ Cobra individuals</li> <li>◆ Disabled individuals</li> <li>◆ Retirees</li> <li>◆ Other (explain)</li> </ul>	<p>The Public Employees Insurance Program allows employers the opportunity to determine eligibility criteria.</p> <p>Please attach a copy of your group's eligibility policy and include hours worked, effective date of coverage for new hires, and any waiting period. (or indicate your group policy below)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

SELECTION OF COVERAGE	COBRA/MN Continuation/Retiree Billing
<p>Health Coverage:</p> <p><input type="checkbox"/> Advantage High Plan</p> <p><input type="checkbox"/> Advantage Value Plan</p> <p><input type="checkbox"/> Advantage HSA Plan</p>	<p><input type="checkbox"/> Group will do own COBRA/Retiree Administration</p> <p><input type="checkbox"/> PEIP will assist in COBRA/Retiree Billing and Administration</p> <p><input type="checkbox"/> Group will bill for early retirees and COBRA</p> <p><input type="checkbox"/> PEIP will bill early retirees and COBRA directly</p>

<p>Optional Dental Coverage:</p> <p><input type="checkbox"/> Preventive Plan</p> <p><input type="checkbox"/> Comprehensive Plan</p>	<p>Employer Contributes:</p> <p><input type="checkbox"/> 90-100% of employee premium.</p> <p><input type="checkbox"/> 50-89% of employee premium.</p>
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**Employee Life/Accidental Death & Dismemberment Insurance**

Minimum \$10,000, maximum \$300,000 available in \$5,000 increments. Amounts in excess of the group's guaranteed issue amount are subject to evidence of insurability. Employees who waive medical coverage because they are covered under another plan may still participate in life/AD&D insurance coverage, providing 100% of those employees participate in life/AD&D coverage.

Choose one:  \$10,000 flat amount per active employee  Amount equal to salary  Other (please specify below)

Eligibility:  All employees  Medical lock

Employer agrees to pay monthly, in advance (by the 25th of the prior month), the entire charges due for all participating individuals. In addition, the employer bears the responsibility to collect and pay to the Minnesota Public Employees Insurance Program any and all amounts to be contributed toward such charges by employees or early retirees of the employer

**TERMS AND CONDITIONS**

1. By completing and signing this application for group coverage, you are agreeing to participate in the Minnesota Public Employees Insurance Program under all the terms and conditions contained in the proposal/renewal letter provided to you by the Minnesota Public Employees Insurance Program.
2. You agree that the eligibility guidelines in effect today may not be changed until the annual renewal.

You agree to participate for a two-year term. M. S. 43A.316, Subd. 5. (d) Participation in the program is for a two-year term. Participation is automatically renewed for an additional two-year term unless the exclusive representative, or the employer for unrepresented employees, gives the commissioner notice of withdrawal at least 30 days before expiration of the participation period. A group that withdraws must wait two years before rejoining. An exclusive representative, or employer for unrepresented employees, may also withdraw if premiums increase 50-percent or more from one insurance year to the next. The employer is liable for the full premium due within the two year commitment in the case of an invalid termination.

Following receipt of this application, coverage selections and final rates will be confirmed in writing by the Program. Premiums are guaranteed for one year. Withdrawal from the Minnesota Public Employees Insurance Program at any time prior to the end of the two-year term may result in the state pursuing legal action against the employer. Withdrawal for any reason will result in the group's ineligibility to participate for two years.

This application constitutes an offer to purchase Minnesota Public Employees Insurance Program coverage. No contract is created until the applicant receives written confirmation of acceptance from the Minnesota Public Employees Insurance Program. No agent has the authority to waive any of the Minnesota Public Employees Insurance Program's rights or requirements or to make or alter any contract or policy. In accepting group coverage under the Minnesota Public Employees Insurance Program, it is acknowledged that:

1. The applicant is the employer for purposes of ERISA (to the extent applicable), COBRA and state law regarding continuation and conversion of group health coverage. The employer will therefore be responsible for notifying the PEIP of any and all information necessary to fulfill its obligations under these laws. The employer is also responsible for receiving from employees and forwarding to the PEIP notices of events such as an employee's divorce or legal separation or cessation of a child's eligibility under this Program.
2. The employer bears full responsibility for ensuring that its Plan satisfies any and all requirements of state or federal law that relate to employee benefit plans, including ERISA and HIPAA. Employer's legal counsel should be consulted to ensure compliance with these laws.
3. The employer assumes responsibility for collecting from employees and forwarding to the Minnesota Public Employees Insurance Program in a timely and accurate manner, notices of events such as addition of new employees, changes in coverage for employees or retirees, and changes in marital or dependent status of employees and retirees.
4. The employer understands that the monthly premium must be received in the billing and enrollment administrator's office by the 25th of the month in which you receive your invoice. The employer understands that the PEIP may terminate the employer's insurance coverage after two premium delinquencies and that there will be a \$20 service fee for all Non-Sufficient-Fund (NSF) checks.

**EMPLOYER SIGNATURE**

**EXCLUSIVE REPRESENTATIVE (if applicable)**

I hereby apply for coverage stated within. I have reviewed the proposal, the terms of coverage, and the terms and conditions of participation in the Minnesota Public Employees Insurance Program. I am submitting advance payment for the first month's estimated charges.

I have reviewed the selections of coverages and acknowledge that the selections are in accordance with the current collective bargaining agreement. I further acknowledge that charges for selected coverages will be collected and remitted to the billing and enrollment administrator by their employer according to the procedures established by PEIP.

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Exclusive representative signature

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Innovo Benefits Signature

Date