



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
June 3, 2010
6:30 PM

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance
- C. Public Recognition
 - 1. 2010 Employees of the Year
 - 2. BHS Student Advisor

II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

Description: 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. Meeting & Closed Session Minutes 3
- 2. Human Resources Report 7
- 3. Donations 9
- 4. Certify the Environmental Health & Safety Management Program Plan for 2010-11 12
- 5. Approve ECSE Student/Parent Handbooks 15
- 6. Approve ECSE stretch calendar for 2010-11 28
- 7. Approve an extended field trip to Spain by the BHS Language Arts department students 30
- 8. Approve updated job description for Communications Technology Specialist 31

III. Unfinished Business

IV. New Business

- A. Receive the Proposed 2010-11 Budget (30 minutes) (Rider)

B. Approve the Junior High Student/Parent Handbook for 2010-2011 (5 minutes) (Novak)	46
C. Receive a Teaching & Learning Summary Report (15 minutes) (Novak)	64
D. Approve the 2009-2011 collective bargaining agreement with the Burnsville Principals Association (5 minutes) (Grissom)	65
E. Approve job description and position for BALC Coordinator (5 minutes) (Grissom)	91
F. Memorandum of Understanding with Educational Assistants regarding extended recall rights (5 minutes) (Grissom)	94

V. Reports

- A. Student Advisor
- B. Superintendent
- C. Board Members

VI. Adjourn

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 May 20, 2010

The meeting of the Board of Education was called to order by Chair Currier at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Banyard, Hill, Martin, Morrison, Sweep and Chair Currier. Others in attendance were Superintendent Clegg, Student Advisor Elsagher, administrators and staff.

Attendance

Members absent: Director Luth

Chair Currier welcomed the audience and asked Director Morrison to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Director Banyard, seconded by Director Morrison, to approve the agenda. Motion carried unanimously (6,0).

Agenda

Moved by Director Martin, seconded by Director Sweep, to approve the consent agenda.

Consent Agenda

- Minutes of the May 6, 2010 board meeting and closed session
- Personnel changes for K. Funston, S. Baker, M. Glavas, J. Boyle, A. Condon, M. Kral, J. Lautigar-Beutz, J. Sheil, M. Stangl, J. Worshek, T. Dexheimer, M. Alewine, M. Sosso, R. Machelski, Abdirahman Salah, N. Sollin, R. Baden, E. Tempel, J. Mayne
- Donation of school supplies valued at \$840 from Cara & Scott Wahlberg to Sioux Trail Elementary; \$750 from the Burnsville Principals Association to the Burnsville Senior High School Scholarship Fund; \$300 from RMG "Refer a friend" on behalf of Stephen Nguyen to Sioux Trail Elementary
- Approve April payroll checks numbered 714285-714383, and Direct Deposit notices numbered 387900-391149, in the net amount of \$3,654,611.12. April and May claims to date represented by checks numbered 397949-398762, 1000668-1000843, 100426-100430 and wire transfers and adjustments totaling \$6,545,693.71. Also, that the Board accepts April receipts of \$7,254,631.36 and investments for General Operations and Alt. Facilities and OPEB of \$25,241,916.15 as of April 30, 2010.
- Accept the Budget Analysis for the Month ending April 30, 2010
- Approve, on a second reading basis, revisions to the following Board Policies: Policy LEA and LEA-R, Student Teaching & Internships, Policy ICA, School Calendar, Policy BB, Legal

Minutes
 HR Report

Donations

Payroll, Claims
 and Receipts

Budget Analysis
 Board Policy
 Revisions

Status of the School Board, Policy BBF, Code of Ethics, Policy BCB, School Board Officers, Policy BCE, School Board Committees, Rename Policy BCG/GBEA to Policy BCG, Criminal or Civil Action Against School District, School Board Member, Employee or Student – Staff Protection and Delete Policy GBEA/BCG, Policy BD, Open Meetings and Closed Meetings, Policy BDDE, Rules of Order, Policy BDE, School Board Hearings, and Policy BH, School Board Member Development

- Schedule a Closed Session pursuant to Minnesota Statute 13.D.05, Subdivision 2, 4b, during the regularly scheduled board meeting on May 20, 2010, for the discussion of private student data

Schedule Closed Session

Chair Currier made special mention of the generous donation. Motion carried unanimously (6,0).

Moved by Director Sweep, seconded by Director Martin, to adopt a resolution to adopt the following resolution: **BE IT RESOLVED**, by the School Board of Independent School District 191, that the following educational assistants are hereby terminated at the end of the 2009-2010 school year: Elementary 2A Educational Assistants: Kathy Armstrong, Colleen Edwards. Elementary and Secondary General Instructional 2B Educational Assistants: Terri Perkins, Jill Middlecamp, Colleen Edwards, Claudette Tallman, Connie Bjoin, Rafia Ansari, Jane Peterson, Marcia Wilson, Kathryn Armstrong, Paula Wendling, Kathy Beane, Janell Pofahl, Heidi Grant, Susal Keljik, Joann Olsen, Kathleen Torralba, Angela Henle, Carrie Berndt. Secondary Management Educational Assistants/Campus Supervisors Level 3: Rod Williams, Ryan Dehnel, Hilary Burkhardt. Elementary Management Educational Assistants Level 4: Cindy Gillis, Tammy Dylla, Pam Oslund, Sheri Smith, Jann Adrian, Diane Holker, Kimberly Robison, Tracy Ringger, Lori Schiller, Andrea Weatherford. Title I Educational Assistants: Lynn Knutson, Jill Middlecamp, Mary Akkerman, Cynthia Aguglia, Jeffrie Hesse, Carol Bartells, Claudette Tallman, Julie Mosley, Diane Wirtz, Sheila Sylvester, Betty Steiner, Carol Humlie, Michele Hertle, Debbie Bringgold, Amy Tangney, Kathy Sjoholm. Technology Educational Assistants Level 4: Elizabeth Kopp, Patricia Wrucke.

Resolution Terminating Educational Assistants

BE IT RESOLVED, by the School Board of Independent School District 191, that the hours and pay grades of the following clerical employees be modified as follows for the 2010-2011 school year: Julie Bethel (Level 4 to 3, reduction in days from 217 to 184), Jayne Fratzke (reduction in hours from 36 hours per week to 27.5 per week), Andrea Norris (reduction in hours from 40 per week to 36 hours per week).

A roll call vote was taken and the motion carried unanimously (6,0 with Directors Banyard, Hill, Martin, Morrison, Sweep and Chair Currier voting in favor, none opposed).

Moved by Director Hill, seconded by Director Sweep, to approve the changes to the Elementary Student/Parent Handbook for 2010-2011 with an additional review of the "Electronic Devices" section. Motion carried unanimously (6,0).

Elementary
Student/Parent
Handbook

Moved by Director Banyard, seconded by Director Sweep, to approve the proposed revisions and re-adopt the unchanged language in the 2009-2011 employment agreement with Confidential Employees. Motion carried unanimously (6,0).

Employment
Agreement

Moved by Director Martin, seconded by Director Sweep, to approve the Superintendent's Annual Performance Review for the 2009-2010 school year. Motion carried unanimously (6,0).

Superintendent
Review

Board members recessed to Closed Session at 7:12 p.m. and reconvened at 7:37 p.m.

Recess/
Reconvene

Moved by Director Hill, seconded by Director Banyard, to waive the full reading of the text and adopt the Resolution expelling a district Student from May 21, 2010 through January 14, 2011, the end of the first semester of the 2010-2011 school year. Motion carried unanimously (6,0).

Full text of the above Resolution is available for public inspection at the Superintendent's Office located in the Administrative Services Center.

The meeting was adjourned to a Board Workshop at 7:40 p.m.

Adjourn

Sandra M. Sweep, Clerk

Closed Session Notes
INDEPENDENT SCHOOL DISTRICT 191
May 20, 2010

The School Board Closed Session was called to order by Chair Currier at 7:15 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Banyard, Hill, Martin, Morrison, Sweep and Chair Currier

Attendance

Members absent: Director Luth

Others in Attendance:

Randy Clegg, Superintendent

Sandi Novak, Assistant Superintendent

The following item(s) were discussed:

Agenda

- Private student data

The Closed Session adjourned at 7:35 p.m.

Adjourn

Sandra M. Sweep, Clerk

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

TO: Members, Board of Education
Randall Clegg, Superintendent

FROM: Susan J. Grissom, Executive Director Human Resources

DATE: June 3, 2010

RE: Recommended Personnel Changes

**Certified
Appointment**

Lisa Dolan -New-LA teacher, 1.0 FTE, BHS, effective 2010/11 school year

Eric Durand -New-Math teacher, 1.0 FTE, ERJH, effective 2010/11 school year

Carlondrea Hines -New-Business Ed teacher, 1.0 FTE, BHS, effective 2010/11 school year

Jessica Kotfis -New-Spec. Ed/LD teacher, .5 FTE, BHS, effective 2010/11 school year

Leave of Absence

Kathy Anderson -School psychologist, HB/SO, requests a 3 year extended leave of absence, effective 10/21/10

Susan Zucollo *Teacher, GP, requests a .5 FTE parental leave of absence, working .5 FTE, effective 2010/11 school year

Recall from Termination

Christine Peterson -Teacher, Kindergarten, .5 FTE, effective 2010/11 school year

Resignation

Allison Fuller -Teacher (instead of returning from leave), effective 5/27/10

Andrea Wilson -Teacher, SO, effective 6/11/10

Retirement

Nancy Brandt *Teacher, SO, after 35 years in the District, effective 6/11/2010

**Classified
Appointment**

Mary Sutton -Replacement-Cook Helper, 3.75 hrs/day, BHS, effective 5/26/10

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 06/03/2010

Leave of Absence

Dale Gilbertson

-B-Shift Custodian, requests a medical leave of absence, effective 5/24/10 for a period of 8 weeks

8

Recall from Termination

Michele Hertle

*Seekers EA, MWS, 15 hrs/wk, effective 2010/11 school year

Claudette Tallman

-Seekers EA, VV, 2 hrs/day, effective 2010/11 school year

Resignation

Ryan Dehnel

-Campus Supervisor, BHS, effective 5/21/10

COMMUNITY EDUCATION

Leave of Absence

MacKenzie Kueck

*Program Associate, Ready to Learn, PPK, requests an additional 2 weeks parental leave of absence, returning to work on July 2, 2010

Retirement

Judy Rivard

*Program Associate, DEC, after 26 years in the District, effective 6/11/10

TO: Board of Education
Dr. Randall Clegg, Superintendent

FROM: Taber Akin, Principal – Sioux Trail School

DATE: May 26, 2010

RE: Donation

Sioux Trail received the following donation from the Burnsville Rotary Foundation. See the attached donation letter. The donation is to be put towards scholarships for students from the six elementary schools (located in Burnsville city limits) to attend Legionville Patrol Camp.

I request that the following donation be accepted by our district for Sioux Trail Elementary School:

Burnsville Rotary Foundation

\$ 320.00

To: Randy Clegg, Superintendent of Schools

From: Jon Bonneville, Principal

Date: May 24, 2010

RE: PTO Donations

It is my recommendation that the School Board of Independent School District #191 accept a check for \$2,750.00 in support of:

English Language Learners	\$500.00
PTO Copying Costs	\$750.00
Sixth Grade Send-off	\$500.00
Environmental Learning Day	\$1,000.00

The staff very much appreciates the continued support of our school community and the hard work of our PTO members.

Harriet Bishop
Elementary School

Memo

To: Randy Clegg

II.B.3

From: Rob Nelson

Date: May 26, 2010

Re: Donation

Please accept the attached "ANONYMOUS" donation to Harriet Bishop Elementary in the amount of \$360. It will be used to purchase yearbooks for 6th grade students who need assistance.

Please code the attached check as follows:

01-491-050-000-096-000

Burnsville-Eagan-Savage School District 191

Agenda II.B.4

TO: Members of the School Board

FROM: Lisa Rider, Business Manager
Jon Deutsch, Director, Operations & Properties

DATE: June 3, 2010

RE: Health and Safety Program Management Plan Approval (Attachment 10)

RECOMMENDATION: That the School Board certify that the District Environmental Health & Safety Program Management Plans, as described in "MDE Attachment 10", represents the district's environmental health and safety management plan and that such plan will be implemented during fiscal year 2010-2011.

As provided under M.S. 123B.57, the Minnesota Department of Education requires local school boards to annually review and certify that school districts' Environmental Health & Safety Management Program and Plans will be implemented during the fiscal year. This review and certification is required by MDE to provide assurance that Health and Safety Management will be performed in a manner prescribed by MDE. MDE requires this school board review and approval before granting levy authority to cover costs for environmental health and safety management services and related needs.

Attachment 10 is presented in the format required by MDE. We recommend approval.

Attachment: MDE Attachment 10

HEALTH AND SAFETY APPLICATION FORM

In accordance with M.S. 123B.57 Subd. 1(a) the intent of this document is to satisfy the requirement for districts to submit their health and safety program including hazardous substance removal, fire and life safety code repairs, labor and industry regulated facility and equipment violations, and health, safety, and environmental management, including indoor air quality management. This completed form and attached documentation needs to be submitted to the Minnesota Department of Education before July 23, 2010.

District Name and Number: ISD 191 – Burnsville/Eagan/Savage

Health and Safety Contact Person: Jon Deutsch, Director of Operations & Properties

Signature of Board Chairman _____ **Date** _____

Accident Investigation What is your 2009 Worker’s Comp Experience Modification Rate? .97
What is your district’s most common injury? Slips/Trips/Falls
Describe your procedure for accident investigation and implementing corrective action? If an investigation is necessary SFM will handle by visiting site of accident, talking with witnesses and contacting employee.

Bloodborne Pathogens Name of Bloodborne Exposure Control Officer(s)? Dawn Willson (Director of Health Services)

Asbestos Name of your Designated Person? Jon Deutsch
Do you have current AHERA 3-year and 6-month inspection records on file? Yes – reports from Field Environmental

Bleachers How many sets of bleachers (55 inches above grade and higher) are in your district? 13
Have all of your bleachers received the Five-Year Certification in accordance with M.S. 326B.116? Yes

Chemical Hygiene Name of Chemical Hygiene Officer(s)? John Maronde (MJH), Dan Dornfeld (ERJH), Deanne Bane (BHS) & Tammy McDonnough (NJH)

Fire and Life Safety Are you conducting a minimum of 5 fire and 5 lock-down drills within a school year per building? Yes

Indoor Air Quality Name of IAQ Coordinator and Certification Number? Jon Deutsch (I1540)
Date of last IAQ Building Walkthrough - 2009
Date of last Ventilation and Maintenance Checklist – (2009)
Date of last Teacher Survey – (2009)

Machine Guarding Name of Contact Person and Certification Number Susan Thompson (MG1200)

Management Assistance Do you contract with Management Assistance? Yes
Name of Management Assistance Professional? Jason Kuehl (IEA)

Mercury Have you complied with M.S. 121A.33 as of December 31, 2009? Are you purchasing, storing or using elemental mercury or an instrument of measurement containing mercury for any purpose? YES

Safety Committee Are you conducting a minimum of 4 quarterly safety committee meetings per school year? (YES)

Selected Individual Hazards Identified during the 2009-2010 School Year

Assessment Results / Findings				
Building	Location	Standard	Description	Completion or Status
Eagle Ridge JH	Scene shop	Egress	Exit door is blocked	Materials removed
Eagle Ridge JH	Kitchen	Egress	Exit sign is missing	Sign installed
Eagle Ridge JH	Scene shop	Electrical	Sump pump needs 36" clearance	Items moved
Eagle Ridge JH	Dish room	First aid	Emergency eyewash station needed	Communicating with Dept of Health for clarification
Eagle Ridge JH	Scene shop	Egress	Exit door is blocked	Items moved
Eagle Ridge JH	FACS room	Chemical Hygiene	Recommend removing liquid bleach or install an eyewash	Removed chemical
Eagle Ridge JH	Kitchen	Electrical	Blocked electrical panel	Items moved
Eagle Ridge JH	Kiln room	Electrical	Exterior cords not OSHA approved	Extension cord removed. Outlet will be moved this summer
MW Savage	Dish room	First aid	Emergency eyewash station needed in	Communicating with Dept of Health for clarification
MW Savage	Dish room	Personal Protective Equipment	Tight fitting goggles required in this area	Proper PPE provided



OFFICE OF INDIVIDUALIZED STUDENT SERVICES

AGENDA II.B.5
June 3, 2010

TO: Members of the School Board

FROM: Stephanie Corbey, Executive Director, Individualized Student Services

DATE: May 27, 2010

RE: Early Childhood Special Education Parent Handbook 2010-2011

RECOMMENDATION: That the school board approve the 2010-11 parent handbook for the Early Childhood Special Education Program.

The Early Childhood Special Education (ECSE) Program serves over 200 students in a variety of settings with the main site being Diamondhead Education Center. The parent handbook for 2010-11 has been updated to include a few minor changes due to program adjustments. Improved visual clarity provides easier access for locating information. Also, a new welcome letter has been added to reflect the addition of the special education coordinator as a program contact.



EARLY

CHILDHOOD

SPECIAL

EDUCATION

2010-2011 PARENT HANDBOOK

**Early Education Program and Services
202 West Burnsville Parkway
Burnsville, MN 55337
(952) 895-6610**



Dear Parents and Guardians:

Welcome to the Burnsville-Eagan-Savage School District # 191. The Early Childhood Special Education (ECSE) program is part of the Individualized Student Services Department. This handbook has been prepared for families with children who are receiving services through the ECSE program. Many of your questions have been anticipated and are covered in this handbook. While the handbook contains general information regarding the ECSE program, we understand that it may not provide answers to all of the questions you might have regarding your child's education and services while attending the ECSE program. We are always available to clarify information and respond to your specific questions.

We like to work together with parents to promote their child's education and early learning. Parents are encouraged to visit the ECSE program and to attend scheduled conferences and participate in 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 greatly appreciate it when parents visit and share their experiences with us.

Best wishes for a successful school year.

Sincerely,

Stephanie Corbey
Executive Director
952-707-6261

Sue Breun
Special Education Coordinator
952-707-6263

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Early Childhood Special Education (ECSE) Program Overview

A variety and continuum of special education services are provided to children and families through the ECSE program. These services are designed to meet the individual needs of the children who attend and participate in the ECSE program. The birth – three year old services are primarily provided in the children’s natural setting which is either the home or the childcare setting.

Children ages three – five years of age have a variety of classes and services available to meet their needs which are provided in both the mornings (9-11:30) and the afternoons (12:30-3:00), on Monday, Tuesday, Wednesday, Thursday and/or Friday. Services may be provided in ECSE center-based classrooms, community based settings and/or in the home. Based on each child’s individual needs and determined by their IEP team, children may receive ECSE services 1, 2, 3, 4, or 5 days per week. Below is a brief description of the services provided by the ECSE program.

Itinerant ECSE Services: Itinerant services are designed for children who may have needs in different areas of development and are already in a preschool or daycare setting that is appropriate for them. An ECSE teacher or educational speech and language pathologist travel to the community based setting. 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 Settings: ISD 191’s ECSE program partners with the District’s Community Education Preschool programs and Headstart Program 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 staff.

Center based Services: Some children receive services in an ECSE classroom at Diamondhead Education Center with children who are working on individual goals in various areas of development. The center based class hours are:

Morning Session: 9:00-11:30 AM Afternoon Session: 12:30-3:00 PM

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 visits include direct services to the child as well as time for parent involvement and consultation.

Speech/ Language Class: The emphasis of this class is on language development. Staff work with children to assist them in developing verbal communication skills such as vocabulary, sentence structure, and speech

sounds. This class also provides instruction to assist the children in developing basic concepts and pre-kindergarten skills.

Articulation/Grammar Class: These classes are designed to assist children in developing speech sound production and sentence structure. Children in these classes typically experience difficulty saying sounds correctly or use improper grammatical forms. These classes are individually scheduled and delivered by an educational speech and language pathologist at a local elementary school.

Speech Only Services: Some children only need and receive individual speech services. These children typically have milder needs in the areas of articulation and sentence structure. These services are individually scheduled and delivered by an educational speech and language pathologist.

Parent-Child Groups/Parenting Sessions: Group activities for children and their parents 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 regarding specific disabilities.

Autism Program: This program provides intensive services to meet the needs of children whose primary disability is most often Autism Spectrum Disorders. The emphasis in these classrooms is on the introduction to the classroom experience, communication, development of play, cognition, motor, imitation, social, independent work, and self-care skills. Home visits and parent discussion groups are provided by staff from these classrooms. Staff provides families with information regarding specific research based strategies and methods for working with children with Autism Spectrum Disorders.

GENERAL INFORMATION

Calendar: All families with children in the Burnsville-Eagan-Savage School District are provided with a Calendar/Answer Book prior to the first day of school. The calendar lists the major events at each of the fifteen schools. In addition you will be provided with a calendar for ECSE student.

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. 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.

Communications in School District 191: There are several ways to be "in the loop" and know what's happening in your child's school and school district. Here are some new (and improved) ways that communication is expanding.

Instant Parent Notification System: The school district has a new instant notification system that can contact families by phone (home, work, cell), e-mail and text message in case of an emergency. Please make sure your child's school always has your up-to-date contact information. An easy way to update is through SchoolView, the online parent portal. Sign up by clicking on "SchoolView" on the left color bar on the district website at www.isd191.org or any school site.

Follow the district on Twitter: Are you using social media to keep in touch with others? Then, add ISD 191 to those you follow and you will receive emergency information as well as on-going news. Sign up at www.twitter.com.

Electronic news bulletins: Sign up to get e-mail news at home, work or PDA by going to the district website at www.isd191.org or a any school site. Click on "Sign up for electronic news" and select the news bulletins you would like to receive. Check out the news on the Early Childhood Special Education website at www.isd191.org

Community Learning Experiences: Students take both bus and walking community learning experiences. Parents are invited to accompany their child on these outings. An information letter and permission form will be sent home for parent approval.

Conferences: Two scheduled conferences to discuss your child's Individual Education Program (IEP) Plan, Individual Family Service Plan (IFSP), or Individual Interagency Intervention Plan (IIIP) are held each year. Your child's progress and goals will be reviewed and new goals may be developed. The first

conference is held in the fall and the second in the spring. These face-to-face exchanges are an integral part of the reporting system. Additional conferences may be held at the request of the parent or teacher.

Emergency Numbers: An emergency card is given to each family. The emergency card needs to be filled out completely, returned to school immediately, and updated when changes occur. It is very important that we have parent's current home, work, daycare, telephone number numbers and the number of a friend or neighbor who may be contacted in case of an emergency. This information is kept in the Health Office.

Emergency Procedures: Schools are required by law to conduct fire, evacuation and lock-down drills during the school year. Unannounced drills take place in order to reinforce safety practices to reduce anxiety in the event of an actual emergency. Specific procedures will be followed for severe weather drills and other emergencies.

Emergency School Closings: It may be necessary to close school due to severe weather or for other reasons. Closings will be announced for the Burnsville-Eagan-Savage Schools over the following local radio and television stations.

Radio on WCCO/AM 830

Television on KARE Channel 11, WCCO Channel 4, and KSTP Channel 5.

ISD 191 website, www.isd191.org

It may not be possible to provide advance notice to parents in the event the schools need to close early. Parents should be alert to such a possibility, particularly during severe weather.

Food Policy: 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 items for school parties must be purchased from a store; home prepared food items are not permitted. Individual classrooms may have limitations on food items due to students with food allergies. If you do not wish to have your child participate in any parties, please inform your child's teacher. 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.

Health Information: Children learn best when they are physically and emotionally healthy. Although parents have the primary responsibility for their child's health, a school nurse is available to assist parents in maintaining, improving and promoting the health of the ECSE students. The school nurse is available during regular school day hours to provide care to students.

Illness/Accidents: In case of 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 Care Information card.

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: Minnesota immunization law requires month, day, and year for 5 DPT/DTaP (Diphtheria, Pertussis, Tetanus), 4 Polio, 2MMR (Measles, Mumps, Rubella), 1 varicella (chicken pox), and the Hepatitis B series vaccines. 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 as follows: Go to "Our Schools" tab, click on your child's school, click on "The Office", click on "Health" or "Nurses Office" and then click on Health Forms.

Health Records: As required by State law, a health record is kept for each child. Please report any additional immunization(s) or significant health condition(s) to the school nurse for recording in your child's health record. Growth results of vision and hearing screening, immunizations and findings from health assessments are entered in children's health records.

Medications: If your child needs to take medication at school, please contact the school nurse. Teachers should not be asked to be responsible for children's medication. The child's name, name of the medication, dosage and time to be given should be included in a note to the school nurse, as well as the date to start and stop the medication. Medications must be sent to school in the prescription bottle. Any long-term medications (10 days and over) and controlled substances administered for any length of time require a written order from a person licensed to prescribe medication.

If you are sending an "over-the-counter" or non-prescription medication to school for your child, please write a permission note giving your child's name, the reason for the medication, time it is to be administered, dose and duration. All over-the-counter medications must come to school in the original container. The

container should also be clearly marked with your child's name. Please refer to the District website for the medication policy and authorization form.

Newsletter (ECSE): One key feature of effective schools is good communication between school and home. The ECSE school newsletter will be sent home regularly with your child. This newsletter is also posted on the program webpage where it is available online to families who do not wish a hardcopy. We encourage you to let us know if our communications efforts meet your needs.

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 agencies advise the district special education department regarding services for infants, preschool, children, and young adults who receive special education services. If you are interested in servicing on the SEAC, contact Stephanie Corbey at 952-707-6261. Watch the newsletter for information about meeting times and dates. Everyone is welcome to attend.

BRIDGES is a parent support group for families of children with Autism Spectrum Disorders (ASD). It meets monthly at Diamondhead Education Center in the Special Education Conference Room from 6:30-7:30 P.M. Parents of children with ASD of all ages and grades are invited to attend. A support group for families of children from the Somali culture meets the hour prior to this group with facilitation by the district Somali Cultural Liaison for special education. More information on dates can be found in the district calendar or by calling 952-707-6270.

Partners for Success: The ECSE program has a Family Support Worker who may help families to access resources and services. Services may include: family crisis, basic needs, economic issues, support groups, day care, legal issues, language barriers, and transportation. The Family Support Worker can be reached at **(952) 895-6621**.

Reporting Child Abuse/Neglect

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 required by State law to report suspected misconduct toward children and are bound to maintain the confidentiality of such data.

School Supplies:

- School Bag: Your child should bring a school bag, large enough to bring home items made in school, notebook, and notes from the teacher and school. Please label the bag with your child's name.
- Journal: Because communication with families is important to us we ask that you utilize the "journal" pages that are provided by your child's teacher. The "journal" pages are a valuable tool for parents to provide

information regarding events and new learning that occurs at home and for teachers to provide information regarding children's school activities.

Transportation: Transportation for your child is provided throughout District 191 to children attending the district ECSE program sites. 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 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.

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.

First Student Phone Number: (952) 894- 3460

Visitors/Volunteers: Adult visitors and volunteers are always welcome at school. Visitors must make arrangements with the teacher and the ECSE coordinator prior to the visit. All visitors and volunteers must check in at the front desk upon entering the building. Each visitor/volunteer will be given a badge or sticker that allows access to the building.

ECSE Program Staff Directory - 2010/2011

Notes

If you have any barriers to understanding this information such as language or a disability, please contact 952-895-6610 for assistance.

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

28

AGENDA ITEM: II.B.6

To: Members of the Board of Education
Superintendent Randy Clegg

From: Sue Grissom
Executive Director of Human Resources

Date: June 3, 2010

RE: **Approve Stretch School Calendar for Birth to Three Early Childhood
Special Education Staff and Students for 2010 - 2011**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION
APPROVE THE BIRTH TO THREE EARLY CHILDHOOD SPECIAL
EDUCATION CALENDAR FOR THE 2010 - 2011 SCHOOL YEAR**

Discussion: Special education services are provided on a year-round basis to children with disabilities as per their IEP. Children between the ages of birth through two years of age are served year-round to meet quickly changing, developmental needs. The proposed calendar spreads the 184 contracted work-days for teacher over a full year. This calendar will meet the needs of the children and does not increase costs to the district. The district's ECSE Program has operated on a stretch calendar since 2003.

The calendar contains 172 student contact days and 12 conference/professional days.

Independent School District 191

Burnsville/Eagan/Savage

Birth-3 ECSE Program

2010-2011 Calendar

- School in Session
- Holidays/Breaks
- P** Professional Day
- C** Conference Day

July 2010						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2010						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	P	P				

September 2010						
S	M	T	W	T	F	S
			P	P	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2010						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	P	C	C	21	22	23
24	25	26	27	28	29	30
31						

November 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	P	25	26	27	28	29
30	31					

February 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	P	22	23	24	25	26
27	28					

March 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	C	C	C	26
27	28	29	30	31		

April 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2011						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2011						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	P	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**AGENDA II-B-7
June 3, 2010**



TO: Members of the School Board

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

DATE: June 3, 2010

RE: BHS Language Arts Department to Spain

RECOMMENDATION: That the school board approve an extended field trip for the BHS Language Arts Department to go to Spain June 14-24, 2010.

The Burnsville Language Arts Department is planning an extended field trip to Spain June 14-24, 2010. Pursuant to District policy the school must approve student trips outside of the continental United States. The proposal is consistent with School Board Policy. Pertinent data is shown on the application form as prepared by Jennifer Waller & Matt Deutsch.

I recommend approval.

LKR/mp

Attachments: Application for Formal Approval

ISD # 191 Job Description
JOB TITLE: Communications Technology Specialist

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Exempt (Y/N): Yes

DATE: **June 3, 2010**

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DEPARTMENT: Communications

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SUPERVISOR: ~~Director of Information Technology~~, **Director of Communications**

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SUMMARY: Provides technical support for a variety of electronic communications, including but not limited to, the district website, social media, e-newsletter services; list servs and more. Advises the Director of Communications and others on the use of technology to support effective communications in a diverse and changing world.

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Takes initiative and exercises some independent judgment in accomplishing the work in a timely manner and developing new communications technology and systems to support reliable, effective and strategic communications that further the district's mission.

ESSENTIAL DUTIES AND RESPONSIBILITIES and other duties as assigned:

1. Responsible for day-to-day development (design, expansion, improvement, maintenance, promotion and analysis) of the district's public website and employee intranet. Related responsibilities include: refreshes website with content supplied by the Director of Communications and others; ensures accuracy and timeliness of information and images on the site, analyzes web traffic and suggests way to increase usage, and prepares online surveys / forms / reports for review. Regularly looks for ways to improve the website in such areas as navigation, interactivity (and other Web 2.0 features), appearance, function and other factors to meet changing needs of users and the school district.
2. Routinely scans environment and professional literature to generate ideas and proactively ensure that the district's communications technology tools (i.e., website, social media, etc.) are up-to-date both aesthetically and functionally. Recommends technology to expand and enhance district communications both internally and externally.
3. Coordinates and reviews the activity of stipend building webmasters at all sites and makes suggestions for improvements
4. Demonstrates continued effort to improve operations, decrease downtime, streamline work processes, and works cooperatively and jointly to provide quality seamless customer service.
5. Coordinates work with technology department and external technical support personnel to improve communications technology and identify and resolve any issues.
6. Maintains ~~and oversees the~~ internet traffic filtering server (~~8e6 filtering server~~).
7. **Designs and formats listserv messages.**
8. ~~Maintains and oversees the district's e-mail messaging server (Lyris listserv).~~
9. Assures web services are available and adequate fault tolerance is provided
10. **Responds to HelpDesk requests dealing with website(s) content and filtering**

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SUPERVISORY RESPONSIBILITIES: This position has no supervisory responsibilities

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: 4 year degree required, preferably in Information Technology, Interactive Technology or related field. Two years successful related experience. Working knowledge of current technology. Ability to work with professionals in various fields. Demonstrated experience in visual design.

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LANGUAGE SKILLS: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals and technical materials. Ability to write routine reports and correspondence. Ability to speak effectively before groups of educators and other District stakeholders.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete and abstract variables in standardized situations.

TECHNOLOGY SKILLS: Ability to use advanced front-end development skills including HTML and Cold Fusion with the ability to manipulate code by hand as well as using web design software. Ability to use network optimization techniques, fault tolerance concepts, implementation, and server architecture. In-depth knowledge of the Windows Server environment, multi-platform graphics software, and various web and network analysis utilities. Database experience (Microsoft Access or SQL). Ability to provide technology support for wide range of current and upcoming communications tools including social media, list servs, etc.

CERTIFICATES, LICENSES, REGISTRATIONS: None.

OTHER SKILLS and ABILITIES:

- Strong working knowledge of software, hardware and operating systems.
- Good listening and communication skills.
- Ability to take initiative and assume responsibility for continuous improvement in communications technology.
- Ability to make use of feedback and suggestions from others
- Ability to maintain regular attendance.
- Interpersonal skills, including ability to work well with others, be polite, helpful, courteous and compassionate.
- Ability and willingness to follow directives from supervisors.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; talk and hear. The employee frequently is required to sit. The employee is occasionally required to stand, walk, stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet. There is a slight risk of electrical shock.

**INDEPENDENT SCHOOL DISTRICT 191
Burnsville-Eagan-Savage
Business Office**

TO: Members, Board of Education
FROM: Lisa K. Rider, Executive Director of Business Services
DATE: June 3, 2010
RE: Proposed 2010/2011 Budget

Below is the Fund Summary of the Proposed 2010/2011 Budget for your review. An adopted budget is required to be approved prior to June 30 each year. It is intended this proposed budget will be recommended for your approval at the June 17 board meeting.

FUND	PROJECTED FUND BALANCE 6/30/2010	REVENUE	EXPENDITURES	PROJECTED FUND BALANCE 6/30/2011
GENERAL	\$ 13,753,877	\$ 107,458,436	\$ 110,567,262	\$ 10,645,051
FOOD SERVICE	468,446	4,000,604	4,000,604	468,446
COMMUNITY SERVICE	106,862	6,846,979	6,846,979	106,862
CAPITAL PROJECTS	4,440,329	40,000	2,000,000	2,480,329
DEBT SERVICE	1,583,525	8,997,245	8,577,132	2,003,638
TRUST & AGENCY FUND	320,471	1,004,150	1,078,000	246,621
INTERNAL SERVICE FUND	16,272,170	17,062,910	17,219,566	16,115,514
TOTAL ALL FUNDS	<u>\$ 36,945,680</u>	<u>\$ 145,410,324</u>	<u>\$ 150,289,543</u>	<u>\$ 32,066,461</u>

The 2010/2011 Budget was prepared in accordance with school board decisions. The parameters used to develop the budget are detailed in the presentation materials but are essentially as follows:

1. General education funding, on a per pupil basis for 2010/11, was decreased by 1% to \$5,073 per pupil unit as compared to \$5,124 in the prior year.
2. Class sizes remained the same as 2009/10 levels.
3. Enrollment estimated at 9,708 for 2010/11 as compared to 9,870 for 2009/10. A decrease of 162 students in average daily membership.
4. A general fund contribution of \$1,000,000 towards retiree severance is included as well as reimbursement from the OPEB trust to the operating funds of \$820,000.
5. Increases in expenditures as indicated in the budget assumptions and guidelines. Certain negotiated master agreements have not been settled.

This initial budget will be revised later in the year to recognize actual data relating to enacted legislation as it pertains to funding, enrollment, staffing audited fund balances, etc.

School board policy suggests that the District maintain, in each of the operating funds, an unreserved/undesignated fund balance equal to one month's expenditures. "If the school board determines that the fund balance goal cannot be met, the policy requirements may be waived upon majority vote when the budget is formally adopted." As expected, the unreserved/undesignated fund balance falls below the amount designated by policy. Therefore, approval of this proposed budget presumes the Board of Education has elected to waive this policy provision.

Overview

As expected, the 2010/11 General Fund Budget shows a deficit (revenues less expenditures) of approximately \$3.1 million. As more current information becomes available, the budget will be revised accordingly. This budget should be viewed as a provisional budget subject to correction as data becomes available, particularly recently approved state and federal legislation.

Following is a list of the most significant assumptions used in developing the revenue budget.

Basic Allowance

Currently, the basic state funding allowance is \$5,124 per pupil unit which represents no increase by the state over 2009/2010. Given the uncertainty in State legislation and funding calculations, the budget assumptions approved in February included an assumption that funding would decrease by 1% to \$5,073 and we continued with this assumption as the legislature did not resolve the budget deficit for 2010/11. We believe this to be conservative; however, not unreasonable given the state budget deficit concerns.

Special Education

Special education categorical aid has been estimated at no increase over the 2010/11 budgeted revenue. These revenues will be updated to reflect recent state adjustments as more information becomes known.

Referendum

The district's referendum authority is a combined \$1,476.20 per resident pupil unit (the state maximum) as approved by the voters in November, 2002 and November, 2007. Total referendum revenue declines each year in direct proportion to enrollment decline. Estimated referendum revenue for the 2010/11 year is approximately \$17.0 million, or roughly 16% of total general fund revenues.

Alternative Teacher Compensation

Alternative teacher compensation revenue of approximately \$2.6 million is included in the 2009/2010 budget and can only be utilized for that stated purpose.

Compensatory

Compensatory revenue has increased to approximately \$4.9 million as the result of additional students qualifying for free and reduced price lunches coupled with the decline of overall enrollment which results in a higher concentration of students qualifying for free and reduced priced lunches. This funding is dedicated to providing educational programs for at risk students.

Limited English Proficiency

The estimate is based on the number of students qualifying for ESL services who have not received 5 years of ESL instruction. The budget assumes that funding will be provided for 1,087 students, although more students than those qualifying for aid will require services.

Transition

Transition revenue ensures that District's do not lose formula revenue on a per student basis as a result of changes in counting ESL and extended time students.

Enrollment

Enrollment is a crucial factor in determining a school district's revenue because most funding formulas are student based. The 2010/11 budget assumes a decline in estimated EC-12 enrollment from 9,870 students (Average Daily Membership) in 2009/10 to 9,708 in 2010/11. Enrollment uncertainty creates the potential for significant increases or decreases in student-based revenue. This assumption will need to be re-evaluated when the October 1, 2010 enrollment is known and the retention factor for 2010/11 is determined. With each student generating nearly \$7,600 in revenue, a small deviation in enrollment can produce a significant change in revenue.

Any changes in enrollment due to the continued operation of magnet schools or enrollment incentives will be reflected in the revised budget.

Revenue Restrictions

Restrictions on the use of general education revenue are offset with dedicated revenue. Following are restrictions imposed on general education revenue in 2010/11:

- Basic Skills (Compensatory, ESL)
- Operating Capital
- Learning & Development
- Area Learning Center
- Gifted & Talented
- Alternative Teacher Compensation
- Integration

The budget has been prepared accordingly; however, board action may be required to adopt the plans represented by these figures. The requirement that 2% of the General Education revenue be reserved for staff development has been waived for three years by recent legislation.

Capital Expenditures

Capital expenditures are budgeted in the General Fund but are supported by revenue that is dedicated to this purpose. Capital expenditures included in this budget amount to approximately \$2.6 million.

Student Transportation

The student transportation budget is based on current service levels and represents a new two-year agreement approved with First Student, Inc.

Site Based Budgeting

A large portion of the operating budget is expended at the site level and in most cases the site exercises control over how funds and staffing are allocated. For instance, staffing is provided to each site on the basis of enrollment but the deployment of that staff is determined at the building level. Instructional budgets, while determined on a uniform basis across the district, are distributed among various accounts and programs at the school building level. Any budget balance at the end of a year in school accounts is carried forward to the succeeding year.

FOOD SERVICE

The Food Service Fund budget shows a break-even for 2010/11. The lunch prices incorporated into this budget are unchanged from 2010/11 lunch prices.

COMMUNITY EDUCATION

The Community Education Fund shows essentially a balanced budget after implementation of a \$166,799 transfer from the General Fund. This amount reflects the potential costs of the Rahn Kindergarten Plus Incentive tuition. .

CAPITAL PROJECTS

The Capital Projects Fund indicates a deficit budget for the 2010/11 year of approximately \$2 million, but has enough reserves to support this deficit. No revenue, other than interest income, is recognized as the Alternative Facility Levy was set to zero in the certified levy Payable 2010 in an effort to keep taxpayer increases to a minimum.

DEBT REDEMPTION

The Debt Redemption Fund is used to record revenues and expenses relating to principal and interest on bonded debt. These funds are dedicated to debt redemption and cannot be used for any other purpose.

FORMAT

The budget document is similar to the format used in previous years and follows the pattern of the monthly budget reports. Following the letter of transmittal are the Financial Statements and Summary Schedules used for presentation purposes.

SUMMARY

This budget was developed in accordance with the budget assumptions approved in February by the Board of Education.

The School District's budget is a very complex document and requires an understanding of education finance and accounting to conduct a meaningful analysis. Therefore, comparison of data from year to year or even among programs must be done cautiously to avoid inappropriate conclusions. A wealth of data supports the budget as presented and is available for review upon request. We would be pleased to provide any additional data that you desire.

Your questions and comments are solicited. I am pleased to provide the 2010/11 budget document for your review prior to my anticipated recommendation for adoption of this 2010/11 budget at the June 17th board meeting.

ATTACHMENTS: Proposed Budget 2010/2011

**ISD 191 BURNSVILLE - EAGAN - SAVAGE
2010-2011 ADOPTED BUDGET
CHANGES IN FUND BALANCE**

FUND	PROJECTED FUND BALANCE 6/30/2010	REVENUE	EXPENDITURES	PROJECTED FUND BALANCE 6/30/2011
GENERAL:				
RESERVED FOR:				
SAFE SCHOOLS	\$ 38,015	\$ 394,022	\$ 407,035	\$ 25,002
GIFTED & TALENTED	(82,089)	134,947	204,105	-
HEALTH & SAFETY	5,293	552,308	599,739	(42,138)
AREA LEARNING CENTER	597,529	1,883,336	2,363,461	117,404
TOTAL OPERATING CAPITAL	<u>702,567</u>	<u>3,305,365</u>	<u>3,662,735</u>	<u>345,197</u>
RESERVED	1,261,315	6,269,978	7,237,075	445,465
UNRESERVED- DESIGNATED	4,411,849	4,064,019	5,066,397	3,409,471
UNRESERVED- UNDESIGNATED	<u>8,080,713</u>	<u>97,124,439</u>	<u>98,263,790</u>	<u>6,790,115</u>
UNRESERVED- TOTAL	<u>12,492,562</u>	<u>101,188,458</u>	<u>103,330,187</u>	<u>10,199,586</u>
TOTAL GENERAL FUND	<u>\$ 13,753,877</u>	<u>\$ 107,458,436</u>	<u>\$ 110,567,262</u>	<u>\$ 10,645,051</u>
FOOD SERVICE TOTAL	\$ 468,446	\$ 4,000,604	\$ 4,000,604	\$ 468,446
COMMUNITY SERVICE:				
RESERVED FOR:				
COM ED	\$ (243,137)	\$ 5,454,107	\$ 5,452,995	\$ (242,025)
ECFE	327,604	512,288	559,482	280,410
SCHOOL READINESS	14,266	114,712	125,059	3,919
ABE	<u>25,832</u>	<u>568,512</u>	<u>517,642</u>	<u>76,702</u>
RESERVED	\$ 124,565	\$ 6,649,619	\$ 6,655,178	\$ 119,006
UNRESERVED	<u>(17,703)</u>	<u>197,360</u>	<u>191,801</u>	<u>(12,144)</u>
COMMUNITY SERVICE TOTAL	<u>\$ 106,862</u>	<u>\$ 6,846,979</u>	<u>\$ 6,846,979</u>	<u>\$ 106,862</u>
CAPITAL PROJECTS				
RESERVED FOR:				
ALTERNATIVE FACILITIES	\$ 4,440,329	\$ 40,000	\$ 2,000,000	\$ 2,480,329
CAPITAL PROJECTS TOTAL	<u>\$ 4,440,329</u>	<u>\$ 40,000</u>	<u>\$ 2,000,000</u>	<u>\$ 2,480,329</u>
DEBT SERVICE				
UNRESERVED FD 07	\$ 1,581,991	\$ 6,970,962	\$ 7,004,482	\$ 1,548,471
UNRESERVED FD 47	<u>1,534</u>	<u>2,026,283</u>	<u>1,572,650</u>	<u>455,167</u>
DEBT SERVICE TOTAL	<u>\$ 1,583,525</u>	<u>\$ 8,997,245</u>	<u>\$ 8,577,132</u>	<u>\$ 2,003,638</u>
TRUST & AGENCY FUND TOTAL	\$ 320,471	\$ 1,004,150	\$ 1,078,000	\$ 246,621
INTERNAL SERVICE FUND TOTAL	<u>\$ 16,272,170</u>	<u>\$ 17,062,910</u>	<u>\$ 17,219,566</u>	<u>\$ 16,115,514</u>
TOTAL ALL FUNDS	<u>\$ 36,945,680</u>	<u>\$ 145,410,324</u>	<u>\$ 150,289,543</u>	<u>\$ 32,066,461</u>

* Negative reserved fund balance reported as a component of Unreserved- Undesignated.

**ISD 191 BURNSVILLE - EAGAN - SAVAGE
2010-2011 ADOPTED BUDGET
GENERAL FUND**

Projected Beginning Fund Balance		
Reserved	\$	1,261,315
Unreserved- Designated		4,411,849
Unreserved- Undesignated		8,080,713
Total Fund Balance		<u>13,753,877</u>
Revenues		107,458,436
Expenditures		(110,567,262)
Net Change in Fund Balance		<u>(3,108,826)</u>
Projected Ending Fund Balance		
Reserved		445,465
Unreserved- Designated		3,409,471
Unreserved- Undesignated		6,790,115
Total Fund Balance	\$	<u><u>10,645,051</u></u>

DETAILS OF REVENUE AND EXPENDITURE BY PROGRAM

REVENUE		
Property Taxes	\$	23,942,468
Federal Aid		5,016,671
State Tax Credits		299,994
State Categorical Aid		14,734,756
Other Local Revenues		790,828
State General		62,673,719
Total Revenue	\$	<u><u>107,458,436</u></u>
EXPENDITURES BY PROGRAM		
Administration	\$	4,726,487
District Support Serv.		3,500,454
Capital Health & Safety		599,739
Instr/Pupil Support Serv.		11,222,521
Capital Facilities		1,350,843
Transportation		6,468,142
Fixed Costs		676,799
Operation & Maint.		8,294,275
Instruction		73,728,002
Total Expenditures	\$	<u><u>110,567,262</u></u>

**ISD 191 BURNSVILLE - EAGAN - SAVAGE
2010-2011 ADOPTED BUDGET
FOOD SERVICE FUND**

<hr/>	
Projected Beginning Fund Balance	
Unreserved- Undesignated	\$ 468,446
Revenues	4,000,604
Expenditures	(4,000,604)
Net Change in Fund Balance	<hr/> -
Projected Ending Fund Balance	
Unreserved- Undesignated	<hr/> <u>\$ 468,446</u>

DETAILS OF REVENUE AND EXPENDITURE BY PROGRAM

REVENUE

Federal Aid	\$ 1,717,850
Other Local Revenues	2,156,420
State Aid	126,334
Total Revenue	<hr/> <u>\$ 4,000,604</u>

EXPENDITURES BY OBJECT

Salaries & Benefits	\$ 2,065,848
Food & Milk	1,544,806
General Supplies	235,000
Other	154,950
Total Expenditures	<hr/> <u>\$ 4,000,604</u>

**ISD 191 BURNSVILLE - EAGAN - SAVAGE
2010-2011 ADOPTED BUDGET
COMMUNITY SERVICE FUND**

Projected Beginning Fund Balance		
Reserved	\$	124,565
Unreserved- Undesignated		(17,703)
Total Fund Balance		<u>106,862</u>
Revenues		6,846,979
Expenditures		6,846,979
Net Change in Fund Balance		<u>13,693,958</u>
Projected Ending Fund Balance		
Reserved		119,006
Unreserved- Undesignated		(12,144)
Total Fund Balance	\$	<u><u>106,862</u></u>

DETAILS OF REVENUE AND EXPENDITURE BY PROGRAM

REVENUE

Property Taxes	\$	-
Federal Aid	\$	87,799
Property Taxes		935,691
State Categorical Aid		39,291
Other Local Revenues		4,798,659
State Aid		985,539
Total	\$	<u><u>6,846,979</u></u>

EXPENDITURES BY PROGRAM

Project Kids & K-Plus	\$	3,136,712
School Age/Youth		586,489
School Readiness		125,059
General & Facilities		889,406
Adult/Senior		1,103,350
Early Childhood Screening		52,443
Preschool/ECFE		814,162
Non-Public		139,358
Total	\$	<u><u>6,846,979</u></u>

**ISD 191 BURNSVILLE - EAGAN - SAVAGE
2010-2011 ADOPTED BUDGET
CAPITAL PROJECT FUND**

Projected Beginning Fund Balance		
Reserved	\$	4,440,329
Revenues		40,000
Expenditures		(2,000,000)
Net Change in Fund Balance		(1,960,000)
Projected Ending Fund Balance		
Reserved	\$	2,480,329

DETAILS OF REVENUE AND EXPENDITURE BY PROGRAM

REVENUE

Other Local Revenues		40,000
Total Revenue	\$	40,000

EXPENDITURES BY PROGRAM

Deferred Maintenance		2,000,000
Total Expenditures	\$	2,000,000

**ISD 191 BURNSVILLE - EAGAN - SAVAGE
2010-2011 ADOPTED BUDGET
DEBT SERVICE FUND**

Projected Beginning Fund Balance		
Unreserved- Undesignated	\$	1,583,525
Revenues		8,997,245
Expenditures		(8,577,132)
Net Change in Fund Balance		420,113
Projected Ending Fund Balance		
Unreserved- Undesignated	\$	2,003,638

DETAILS OF REVENUE AND EXPENDITURE BY PROGRAM

REVENUE

Property Taxes	\$	6,602,345
Other Local Revenues		60,000
State Aid		308,617
Total Revenue	\$	6,970,962

EXPENDITURES BY PROGRAM

Other Expenses	\$	5,500
Principal		4,480,000
Interest		4,091,632
Total Expenditures	\$	4,091,632



TO: Board of Education, Members
Superintendent Randall Clegg

FROM: Sandi Novak

DATE: May 27, 2010

RE: BES Junior High Student/Parent Handbook; Summary of Changes for 2010-2011

Agenda IV.B
June 3, 2010

RECOMMENDATION: That the Board of Education approve the changes to the Junior High Student/Parent Handbook for 2010-2011

There are only minor changes made to the 2010-2011 Junior High Student/Parent Handbook. General updates in school personnel (principals, counselors, athletic coordinators etc.) have been made.

Due to a change in policy, the explanation under the heading of “Fees” has changed as indicated below:

2009-2010 Handbook	2010-2011 Handbook
<p>Fees Students may be asked to pay a fee to cover the cost of supplies in classes in which students keep projects or consume goods. These are typically elective classes such as art, technology, family and consumer science or world languages.</p>	<p>Fees ISD 191 families who qualify for free or reduced price lunch can apply for a waiver from fees that are assessed at the buildings. Applications are available from the school office.</p>

Eagle Ridge Junior High
 John Metcalf Junior High
 Joseph Nicollet Junior High



Student Name _____
 Grade _____

Homeroom _____
 Locker # _____

	Time	Semester 1		Semester 2	
		Class	Room #	Class	Room #
Period 1					
Period 2					
Period 3					
Period 4					
Period 5					
Period 6					

Student Server

Students may access and download their work saved to the District 191 server by visiting
<https://netstorage.burnsville.k12.mn.us>

~~2009-2010~~ 2010 - 2011

Each junior high has information specific to their site available on-line. Student grade, lunch account, and attendance information can be accessed through the link to SchoolView on each school's website.

Eagle Ridge Junior High

13955 Glendale Road, Savage, MN 55378

952-707-2800

www.isd191.org/erjh

Attendance (24 hour voicemail)	952-707-2804	Health Office	952-707-2803
Don Leake, Principal	952-707-2801	Guidance Office	952-707-2808
Cherie Braspenick, Assoc. Principal	952-707-2821	Counselor A-K	952-707-2814
Activities Director, Chad Pearson	952-707-2800	Counselor M-Z	952-707-2978
Food Service	952-707-2075	Terry Gliniany, SRO SPD	952-707-2822
Fax	952-707-2802		

Metcalf Junior High

2250 Diffley Road, Burnsville, MN 55337

952-707-2400

www.isd191.org/metcalf

Attendance (24 hour voicemail)	952-707-2404	Health Office	952-707-2403
Kelly Ronn, Principal	952-707-2401	Guidance Office	952-707-2408
Bill Heim, Assoc. Principal	952-707-2409	Counselor A-K	952-707-2417
Activities Director, John Soderholm	952-707-2409	Counselor L-Z	952-707-2416
Food Service	952-707-2075	Matt Ondrey, SRO EPD	952-707-2414
Fax	952-707-2402		

Nicollet Junior High

400 East 134th Street, Burnsville, MN 55337

952-707-2600

www.isd191.org/nicollet

Attendance (24 hour voicemail)	952-707-2604	Health Office	952-707-2703
Renee Brandner, Principal	952-707-2601	Counselors' Office	952-707-2608
Jeff Leach, Associate Principal	952-707-2610		
Activities Director, Doug Bee TBD	952-707-2600	Jay Senne, SRO BPD	952-707-2623
Food Service	952-707-2075	Fax	952-707-2602

District E-mail

Most district e-mail addresses are the initial of the teacher's first name followed by their last name and @burnsville.k12.mn.us. Teachers with common names, (*Johnson, Smith, Anderson*, etc.) may have a middle initial inserted in their e-mail address. Check the school web site for these names. **Example:**

Tom Brooks = tbrooks@burnsville.k12.mn.us

General Information

Burnsville-Eagan-Savage ISD #191 Equal Educational Opportunity: (Policy AC) It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age. The school district also makes reasonable accommodations for disabled students.

Arrival and Dismissal

Students are expected to stay on school grounds once they have arrived for the school day. They may not leave until dismissal time unless they have parental permission. School and truancy consequences may apply to students who violate this policy.

Bicycles/ Skates/ Skateboards/ Rollerblades

These items are acceptable as long as they are not used for stunts or inside the building. Bicycles should be locked in the racks provided by the building. Skateboards and skates should be stored in hallway lockers. The school is not responsible for any personal belongings you have in the buildings or on the grounds.

Change of Address/ Phone Numbers

A parent/guardian should notify the guidance office in writing as soon as possible regarding changes in the home, cell, or work phone numbers and/or addresses. A new Emergency Care Card should be filed with the nurse's office.

Child Abuse Policy (Policy JHFE-R)

Recognizing the relationship that exists between successful school experience and good physical, mental and emotional health of children, it is the policy of ISD 191 to protect children by requiring the reporting of suspected physical abuse, conditions of neglect occurring in the home, community or school. Minnesota Statute Section 262.556, Subdivision 3: "A professional or his/her delegate who is engaged in the practice of education, who has knowledge or reasonable cause to believe a child is being neglected or physically or sexually abused, shall report

immediately the information to the local welfare agency, police department or the county sheriff."

Student Removal from Class

The classroom teacher may remove students from class for up to three class periods for conduct violations. Teachers contact parents directly by phone when the removal begins.

Dances

The junior high offers several dances over the course of the school year. **Students may only attend dances at the school in which he/she is enrolled. Students from other schools may not attend.** School rules apply at all dances.

Individual schools restrict dance privileges based on student suspensions. Please check with your junior high for more information on this policy.

School staff and parent volunteers chaperone each dance.

Detention

Detention is a before or after school time assigned by a teacher and/or principal as a consequence for discipline infractions. Students and parents will be notified of detentions to be served. Any student who has not served his/her detention by the due date will face additional disciplinary action. Please check your school website for specific information on detention procedures for your school.

Directory Information

Directory information is information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy. This includes; the student's name, address, telephone listing, gender, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent school attended, and pictures for school-approved publications, newspapers and videotapes. ISD191 does publish many items for the public that include student directory information. Parents may request that their child's directory information not be published by sending a written statement to the school principal.

Driving to School Students may not drive motorized vehicles of any kind to school.

Fees

Students may be asked to pay a fee to cover the cost of supplies in classes in which students keep projects or consume goods. These are typically elective classes such as art, technology, family and consumer science or world languages.

ISD 191 families who qualify for free or reduced price lunch can apply for a waiver from fees that are assessed at the buildings. Applications are available from the school office.

Fines

Students are responsible for all books, materials and equipment that are issued to them. Students will be fined for the replacement cost of lost items. A prorated fine will be assessed for damaged materials/equipment.

Health Services (Policy JHCB, JLCD)

The health office is adjacent to the main office and is staffed by a full time Licensed School Nurse. The function of the school health service is to assist students with managing health concerns, illnesses and injuries that occur during the school day. All medications must be stored and administered from the Health Office by the school nurse. Parents must sign a permission slip and all medication must come in the original container. Asthma inhalers and EPI-Pens may be carried by a student if the appropriate documentation is completed. All aspirin containing medication and controlled substances also requires a doctor's signature. All students must be in compliance with MN Immunization Law to receive their schedule and attend class. Please contact the health office for information on procedures and paperwork regarding these issues. Refer to Policy JHCB and Policy JLCD for more information on immunization and medication, respectively.

Honor Roll

A quarterly Honor Roll will be published giving recognition to those students with outstanding scholastic achievement. This listing will be posted in the building, published in the school newsletter, and local newspaper. The Honor Roll will be computed as follows: 3.6 for the A Honor Roll and 2.6 for the B Honor Roll. Students must be enrolled in a full schedule of classes to be

eligible for the Honor Roll.

Lockers

Each student is assigned a hall locker and a physical education locker (as necessary) for which he/she is responsible. Students should keep their locker combinations to themselves to avoid loss of belongings. Sharing lockers is prohibited.

Lockers are not for the storage of valuable personal belongings. *The school is not responsible for lost or stolen property.*

Therefore, we highly discourage students from bringing valuable personal belongings, including musical devices and accessories, jewelry, expensive clothing, etc. Report all property losses to the office right away.

Slamming, kicking, marking on, writing on, or displaying inappropriate posters, etc. in your locker is unacceptable; students will be required to clean the locker up and/or remove the inappropriate decorating.

Lockers may be checked at least once a quarter by staff, and the school has the right to search any locker at any time for the safety and protection of all students. Illegal items and items belonging to the school or others will be confiscated.

Birthday decorations are allowed as long as they do not create a disturbance or a mess (no balloons). Decorating before school hours must be arranged through a staff person. The person responsible for cleaning up any mess is the person assigned to the decorated locker. Locker decorations may not be up longer than one day.

Lunch Procedures

The junior highs have a regular school lunch and a snack bar. Lunches are paid for through a computer system. Personal Identification Numbers (PIN) numbers will be assigned and placed on student schedules. Please keep your PIN confidential. Money must be deposited in the drop box near the snack bar by 9:00 a.m., in order for it to be available that day. If paying by check, please include the student's name, PIN number and amount in the memo area. Cash payments should be in a small envelope and have the student's name, PIN number and amount of deposit on the envelope. Another

option for adding money to accounts is via credit cards using SchoolView (refer to page 3). Food service at the junior high level does not allow students to run a negative balance and will not provide a lunch in that case.

Media Center

Students may borrow most books for three weeks. Videos, reference books, and magazines are due the next day. Students are responsible for returning borrowed materials by the due date. Overdue notices are given to students in homeroom, quiet study, or in their first hour class. Students will be responsible for the replacement cost of any materials not returned.

Messages to Students

Students will not be called from class for telephone calls. Emergency messages will be delivered to the student immediately. All other messages will be delivered as time permits. ***Please make arrangements with your child so classes are not interrupted.***

Passes

Students need to use the drinking fountain and the restroom before school, during passing times, and after school whenever possible. Students have passes in their planner to use, however ***the use of passes is a privilege, and teachers have the discretion to decide whether a student can leave the room with a pass or not. Students who abuse hallway passes will lose the privileges to use them.***

Pledge of Allegiance

The Pledge of Allegiance is recited weekly in all schools. Any student who does not wish to participate in reciting the pledge of allegiance for any personal reason may elect to not do so. Staff and students must be respectful of another person's right to make this choice.

Retention

The school board expects all students to achieve at an acceptable level of proficiency. Students who have not met acceptable levels of local and state standards may be retained. Retention of a student may also be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered as well as

scholastic achievement (Policy IKE).

Student Server Access

Netstorage is an online site for students and parents to gain access to personal data stored on the district server. Students may access any materials saved on the district server from home via this site. The website to access Netstorage is <https://netstorage.k12.mn.us>

SchoolView

SchoolView, an online portal, allows parents and students to check daily attendance, grades, lunch account information, discipline, and graduation progress for all your grade 7-12 students. **If you wish to set up a SchoolView account contact your child's guidance counselor or e-mail schoolview@burnsville.k12.mn.us** Be sure to include your full name and the student's full name.

Suspension

In-School Suspension/Alternative Learning Room (ISS/ALR) and out of school Suspension (OSS) are assigned to students as a consequence for conduct violations. ISS/ALR room is staffed with a supervisor who assists the students with schoolwork completion. Parents are notified of an ISS/ALR/OSS consequence by building administration either by direct phone contact, email, or mail. Appeals to suspensions may be requested based on new information or failure to follow due process. A successful appeal will result in removal of the suspension from the student record. However, all appeals will take place following the conclusion of the suspension.

Telephones

There is a telephone available in the main office for student use. ***Students are not allowed to use classroom phones without teacher permission.*** Students who need to contact their parent/guardian may come to the office and make that call.

Visitors

All visitors are required to check in and check out at the main office so they can be issued a visitor badge. **Students are NOT allowed to**

bring student visitors to school on ANY day.

Student Attendance

Minnesota State law requires that every child attend school for the entire time school is in session. The following information is based on both law and District Policy JE-R.

The office monitors student attendance. Students are referred to administration if their absences or tardies are excessive or unexcused.

Excused Absences

An *excused absence* is an absence from school for a legitimate reason that is verified by a parent/guardian within 24 hours. Students are allowed to make up work missed due to an excused absence without penalty.

Extended Absences

Parents are urged to schedule family vacations during the school breaks which are printed in the school district calendar, the student planner and the school newsletter. If a student will be absent from school other than these school break dates, a signed parent note describing the specific circumstances should be sent to school with the student prior to the absence and given to the attendance secretary in the office. The student will then be given an Excused Student Absence Form that will need to be completed and signed by each teacher.

Unexcused Absences

An *unexcused absence* is an absence from school for part of or all of the day that is not legitimate or that is not verified within 24 hours by a parent/guardian.

Students who accumulate seven unexcused absences are reported to the county of their residence for truancy. The student's parent/guardian is notified when this action is taken. However, several interventions may be attempted prior to a student being reported for truancy. These interventions may include, but are not limited to, communication with the student and their

parent by phone, letter, or conference, establishment of an attendance plan, referral to the school's Student Assistance Team, referral to an outside agency, detention, ISD / ISS and requiring all future absences be excused with a doctor's note.

Notification Procedures for Student Absences

If the student is going to miss school or come in late, a parent/guardian needs to call the 24 hour attendance line as soon as possible for each day of absence. Leave a complete message including the name of the person calling, the relationship to the student, the student's name, grade, date of the absence, the reason for the absence, and a daytime phone number. An acceptable alternative to notify the school of an absence is to send a signed note containing the same information to school with the student. The student needs to bring the note to the main office immediately after returning from an absence.

If your student has to leave school during the day, a parent/guardian must notify the school of the absence as soon as possible. An acceptable alternative to calling the school is to send a signed note that your child can bring to the main office immediately after arriving at school for the day. Students must check out in the office before leaving or the absence will be unexcused.

Excessive Absences

A student is considered to have *excessive absences* if they miss more than a total of six days of school in a three-month period or more than twelve days for the school year for any reason.

Students considered to have an excessive number of absences as defined above are referred to administration and the school's student assistance team. The student may be required to have a doctor's note or other written documentation to excuse all future absences.

Tardiness

Students are tardy any time they are not in the classroom and prepared at the start of class. An unexcused tardy is recorded if the student did not have permission from a staff member to be late. A student who is excessively late to class without permission will receive consequences for truancy. Each time a student accumulates three unexcused tardies in the same class period, a detention will be assigned. Chronic tardiness will be referred to administration.

Student Conduct

Philosophy

It is the position of the Burnsville-Eagan-Savage School District that its mission of providing an exemplary educational program to the students of the District cannot be achieved without appropriate student conduct and behavior. The School Board of District 191 believes that all students have the right to a learning environment that is conducive to the learning process and safe for the students and staff members.

Common Sense

There are some behaviors or issues which are not detailed in this handbook, but which will be dealt with as deemed appropriate by school staff members. A few examples are spitting, littering, scuffling, excessive use of perfume and public displays of affection.

An offense may result in any or several of the following consequences depending upon the circumstances, including the pupil’s prior disciplinary offenses:

- Parent and/or student conference with school staff and/or administration;
- Conflict management
- Restitution
- Referral to in-school or outside support services
- Detention or restriction of privileges
- Denial of bus privileges
- Removal from class
- Revised class schedule or program change

- Suspension from extra-curricular activities
- Dismissal from school for one day or less
- In-school suspension
- Out-of –school Suspension
- Review of placement setting and location for students with disabilities
- Assignment to alternative program
- Referral to law enforcement authorities
- Recommend expulsion and /or exclusion

Alcohol and Other Drugs (Policy JFCH-R)

These procedures shall be followed when it has been determined that a student has consumed/used, possessed, or furnished alcohol or mood-altering substances or drug paraphernalia on school grounds or at school activities. These procedures also apply in any case when it is determined that a student, on school grounds or at a school activity, has consumed or is under the influence of alcohol or mood-altering substances regardless of the amount consumed or where consumption took place. Parents/guardians will be informed on every occasion when a student is alleged to have violated these regulations. Police will be notified and a citation will be issued to the student for a court referral.

Consequences include/but not limited to:

- The first offense will result in suspension for three to five days, a possible review of the incident for additional suspension or possible recommendation to superintendent for expulsion, and police notification.
- Compliance with penalties recommended by the Minnesota State High School League.
- A second offense results in suspension for five days, a review of the incident for additional suspension, or possible recommendation to superintendent for expulsion, and police notification.
- A student who violates this policy, cumulative K-12, for a third time will be recommended by the building

principal for expulsion and the police will be notified.

- Any student found to have sold or distributed an illegal mood altering substance on school property will be recommended to the superintendent for expulsion.

with “weapons”.

- Direct attack with a weapon shall be dealt with under the section of this regulation dealing with “weapons”.

Arson

Arson is the intentional destruction or damage to school or district buildings or property by means of fire.

Consequences include/but not limited to:

- Initial suspension of 5 days
- Notification to appropriate legal authorities
- Possible recommendation for expulsion

Bomb Threats/ Terroristic Threats/ Other Threats (Including False Alarms)

Threats include bomb threats or any threat of harm to students, staff or the building. Threats may be verbal, graphic or written. It is a felony to indicate that some type of harm is present in the school building, on the grounds, or at an area used for school activities. This is a crime whether something harmful is actually present or not.

Consequences include/but not limited to:

- Initial suspension of 5 days
- Notification to appropriate legal authorities
- Possible recommendation for expulsion

Assault/ Battery/Fighting (Policy JFC-R)

Assault shall be defined as an explicit or perceived threat of bodily harm or death to another person, with or without material physical contact. Assault may be further defined as fighting with another person. Fighting shall be characterized by violent aggressive behavior between two or more individuals with the intent of inflicting physical harm upon one another. A student who retaliates will be considered part of the fight and consequences will be assigned. Verbally promoting or instigating a fight or doing so through other behaviors are subject to the same consequences.

Bullying Prohibition (Policy JBD/ACD)

Bullying is defined as any written or verbal expression, physical act or gesture, or pattern thereof that is intended to hurt, threaten, upset, distress, or frighten. Bullying includes, but is not limited to; conduct against a person that a reasonable person under the circumstances knows or should know has the effect of harming a student, damaging property, causing fear of harm to a person or their property, and/or creating a hostile environment. The use or misuse of technology may also constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources. This policy applies to all people while on school district property or at a school sponsored activity. Retaliation against a victim, reporter, or witness is prohibited. False accusations or reports are prohibited.

Consequences include/but not limited to:

- Students in grades 7-12 may be initially suspended for up to five (5) days for assault, referral to police, and could be recommended to the Superintendent for expulsion subject to requirements of Minnesota State Pupil Fair Dismissal Act.
- A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon shall be dealt with under the section of this regulation dealing

Consequences include/but not limited to:

- Student/ parent or guardian conference.
- Referral to outside agency including law enforcement.
- Assignment to an alternative educational program.
- Detention, removal from class, dismissal, suspension, expulsion.
- Compliance with penalties recommended by the Minnesota State High School League.

Bus Misconduct

Students are expected to follow all bus rules and all school rules while waiting for, riding, and leaving the bus. Inappropriate conduct may result in the loss of bus riding privileges. Additional disciplinary action may be taken, including, but not limited to, detention, suspension, recommendation for expulsion, and referral to law enforcement. Students who damage school buses will be responsible to pay for those damages and/or have their bus riding privilege taken away.

Cheating/Academic**Misrepresentation** (Policy JFC-R)

Cheating is defined as copying another student's homework, assignment guides, tests, or any other academic material. This may include but is not limited to copying, claiming another's work as your own, allowing another person to copy your work, using crib notes on tests when not allowed, and internet plagiarism.

The classroom teacher and administration will determine the consequences for cheating, which may include grade reduction or loss of credit with parent notification and/or suspension.

**Disorderly/Disrespectful/
Insubordinate/Disruptive Conduct**
(Policy JFC-R)

Any act which interferes with the effective operations of the school, in or out of the

classroom, including but not limited to: engaging in offensive, obscene, or abusive behavior; boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others; gang symbols, drawings/messages, or any other type of insignia to display association with a voluntary organization; inappropriate cheers or other examples of poor sportsmanship at athletic events; failure to respect private property; gambling or possession of gambling paraphernalia; selling of non-school-sponsored school items; failure to comply with staff directions; disruptive behavior in detention or in-school suspension. Exceptions may be made in this policy for attire that signifies membership in a school-sponsored activity.

Consequences include/but not limited to:

- Student and/or parent/guardian conference
- Possible police referral
- Detention
- Suspension

Dress Code

The wearing of hats, caps, gloves, hoods, coats or jackets (this may include jackets that are part of an outfit) is not allowed except when arriving to or departing from school. During the school day, students may not carry hats, coats, backpacks, book bags, nor bags of any kind. Purses are allowed and are defined as bags, which are not sufficient in size to carry a schoolbook. Students will be allowed to wear vests made of a single layer of material and conform to all other aspects of the dress code.

Students are also prohibited from wearing, during school or school-sponsored events, any attire including jewelry, scarves, bandanas, symbols, or "colors" that signify or could be interpreted as signifying membership in clubs, gangs or other voluntary associations. Exceptions may be made in this policy for attire that signifies membership in a school-sponsored activity (i.e., varsity sport jackets, cheerleading

uniforms, etc.) Any manner of dress or personal grooming that presents a danger to students' health or safety, causes an interference with work, or creates classroom or school distraction is not allowed during school or school-sponsored events. Such attire includes, but is not limited to, chains, clothing with drug, alcohol, or sexually explicit or suggestive messages, representations that are inappropriate or demeaning to any groups.

Students make a choice about what to wear to school, and they must be ready to take responsibility for the message it sends. As a parent/guardian you must also assume responsibility for reinforcing the importance of appropriate dress. In all cases, the school administration reserves the right to determine whether clothing violates the dress code established below.

Clothing that is suggestive or provides inadequate coverage may not be worn.

This includes:

- Spaghetti strap tank tops or dresses, unless a blouse or sweater is worn underneath the spaghetti straps or over the top of the spaghetti straps
- Tube tops, scoop-neck tops or v-necked tops that are scooped low and are revealing. These may not be worn even if you have another shirt, blouse, jacket or sweater over the scoop neck top
- Thin strapped tank tops, muscle shirts or "beaters" (even layered.) Straps must cover a majority of the shoulder and not scoop too low in the armpits
- All clothing must cover the midsection of your body. This is the area between the top of your pants and the bottom of your shirt. You may not wear short tops that show your waist or midriff.
- Outer clothing must conceal all undergarments.
- Extremely baggy pants or pants which ride low on or below the hips and may expose undergarments.
- Short shorts and mini-skirts must provide

adequate coverage.

An offense always results in the clothing being changed, jacket/hat etc. being removed, bag placed in locker or items being confiscated before the student is allowed to return to class/halls. Additional consequences include wearing alternate clothing provided by school, student conference, parental contact, removal from class, detention, dismissal or suspension. In some cases violation of this rule could be considered harassment (see harassment policy.)

Electronic Devices

(CD Players/ MP-3's/ pagers/ cellular phones)

Wearing or carrying of CD, I pods or MP3 players, cassette tape players, beepers, cellular pagers, cellular phones, or any other electronic device not required for class will result in confiscation of the items. This includes cameras not being used for a school project or assignment. Additional consequences may include turning the item in to administration, item returned to parent only, confiscation of item for remainder of the school year, or other disciplinary consequences. **If you bring electronics to school it is at your own risk. The school assumes no liability for stolen or missing items left in hallway lockers, the locker rooms, or any other location at school.**

Harassment (Policy JBA and JFC-R)

Harassment is participating in or conspiring for others to engage in acts that injure, degrade, intimidate or disgrace other individuals or classes based on: race, color, sex, disability, religion or creed, national origin or culture, age or grade level, sexual orientation, socio-economic status, or physical or mental attributes. Harassment includes, but is not limited to, words, spoken or written, or actions that negatively impact an individual or groups as defined above. The school district will take action if deemed necessary and appropriate in case of students:

1. Who have engaged in violence or harassment towards others on school district property or at school district functions, or
2. Who have retaliated because of a complaint. Such action may include, but is not limited to, any or all of the following to punish violence and harassment and prevent its recurrence:

<p>Consequences include/but not limited to:</p> <ul style="list-style-type: none"> • Assignments designed to increase awareness and sensitivity to the issue of harassment • Conference with parents/guardians • Referral to outside agency • Referral to law enforcement officials • Administrative referral (administrator or designee) • Detention, removal from class, dismissal, suspension, expulsion • Assignment to an alternative educational program; • Compliance with penalties recommended by the Minnesota State High School League
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Hazing Prohibition (Policy JFCF)

“Hazing” means committing an act toward someone or coercing them to engage in an act that is demeaning, humiliating, or creates a substantial risk of harm to a person or property in the context of initiating that person into a student group. Any student present at an incident where a student is hazed may receive disciplinary consequences as outlined in this policy. This includes observers, willing victims, and those who transport students as well as those aggressively hazing other students. Apparent permission, cooperation, or consent by a person being hazed does not lessen the prohibitions contained in this policy and will not influence the action taken by the District.

Because of the impact which student hazing has on the educational environment, this policy applies to year-round behavior that occurs at school, during school-sponsored activities, outside the school day, in the community and/or in other communities.

Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing, should report it to the school administration. Upon completion of the investigation, the school district will take appropriate action.

Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. Retaliation against an individual for reporting a hazing incident will be considered a second offense

<p>Consequences include/but not limited to:</p> <ul style="list-style-type: none"> • Notification of parents/guardians • Participation in remediation activities • Exclusion from major school activities such as Homecoming Activities, awards ceremonies and/or graduation ceremony • Suspension from student activities or sports for a minimum of two weeks or two competitive contests, whichever is greater • Five day out-of-school suspension • Transfer to another educational setting • Exclusion or expulsion • Referral to local law enforcement agency for investigation and possible criminal prosecution
--

Internet/Computer Misuse

Access to the Internet will be for specific educational purposes only, such as researching a specific topic for a classroom project. While on the Internet, students should stay focused on the topic they are

researching. Students are expressly prohibited from using the ISD 191 Internet and computer resources to:

- Access, upload, download, or distribute any material that violates ISD 191’s violence/harassment (ACA/JBA) or respectful behavior (ACB/JBB) policies or is for personal use
- Internet plagiarism
- Transmit obscene, abusive or sexually explicit language
- Violate any local, state, or federal statute
- Vandalize, damage or disable the property of another person or organization
- Access another person’s materials, information or files without the implied or direct permission of that person
- Violate copyright laws, or otherwise use another’s intellectual property without their prior approval or proper citation, including the downloading or exchanging of private software or copying software to or from any school computer; or
- Use for unauthorized commercial purposes and/or financial gain of the user.

<p>Consequences include/but not limited to:</p> <ul style="list-style-type: none"> • An individual warning, • Loss of Internet <u>and/or</u> computer privileges • Loss of credit involving internet/computer activities • Referral to administration for additional discipline
--

Reasonable Force Pursuant to Minn. Stat. 609.06, reasonable force may be used upon or toward a student by school staff to restrain or correct the student as necessary for the protection of the student, other persons, or property.

Respectful Behavior (Policy JBB/ACB)
To create a positive climate in which students, staff and community can achieve the district’s mission, every individual must act with respect. Respect means to value one’s self and to act out of consideration for

others. Offenses, which include the use of profanity and/or derogatory comments, may result in any or several of the following consequences depending upon all of the circumstances, including the pupil’s prior disciplinary offenses:

<p>Consequences include/but not limited to:</p> <ul style="list-style-type: none"> • Verbal conference with student • Verbal conference with student and parent / guardian • Written warning of non-compliance to students and/or parent • Removal from class, restriction of privileges, detention, dismissal, and suspension

Searches (Policy JBA-R)
School officials are authorized to search a student and any school district property used by the student when they have reason to believe an illegal act or violation of school rules has been committed, or is about to be committed.

Theft and Vandalism (Policy JFC-R)
This includes taking or damaging someone else’s property, breaking into lockers, falsely using someone else's lunch PIN, and using intimidation to get someone else's property.

<p>Mandatory Consequences:</p> <ul style="list-style-type: none"> • Notification of the police • Notification of the parent/guardian • Repayment for items taken or damaged • In school suspension, dismissal or suspension
--

Tobacco (Policy JFCG)
Smoking and the use of tobacco products on school district property are prohibited. This shall include school buildings, grounds, school activities, school-owned vehicles, and on transportation provided by the school district including bus stops.

<p>Mandatory Consequences:</p>

- Notification of police (all offenses)
- Dismissal for one day (1st offense)
- Suspension for three days (2nd offense)
- Suspension for five days (3rd offense)

- Parent conference
- Notification of police
- Initial five-day suspension
- Recommendation for expulsion

Trespassing (Policy JFC-R)

Any student who is dismissed, suspended or otherwise restricted from school activities must stay off school *district* property until eligible to return to school. Trespassing includes being at any ISD 191 school site without permission or after being asked to leave. The police will be notified immediately if any student or other individual is trespassing.

Weapons Violation (Policy JFC, JFC-R)

Students are forbidden to knowingly and voluntarily possess any instrument in school, on school grounds, or at a school-sponsored activity, that is a weapon.

Weapons are defined as any firearm, whether loaded or unloaded, any device or instrument designed as a weapon or through its use capable of threatening or producing bodily harm or death, or any device or instrument that is used to threaten or cause bodily harm or death. Specific examples of weapons are guns whether loaded or unloaded, including pellet guns and non-functioning guns; knives of any size; metal knuckles, knumchucks; throwing stars; stun guns; explosives; poisons, and other objects that have been modified to serve as a weapon.

A student who finds a weapon on the way to school or in the school building or who discovers that he or she accidentally has a weapon in his or her possession and takes the weapon immediately to any staff member or to the principal’s office shall not be considered in possession of a weapon.

- Mandatory Consequences:**
- Confiscation, if possible

Written and Verbal Assault

(Policy JFC-R)

Written or verbal confrontation involving a student, staff member, school volunteer, or other person at school or at a school-sponsored activity which intimidates, threatens or causes fear of bodily harm or death. The use of written or verbal assault will result in action by the building administrator. Consequences will be progressive

- Mandatory Consequences:**
- Notify the parents/guardians
 - Notification of police
 - Conference with the student to review District policy

Consequences include/but not limited to:

- Removal from class
- Parent conference
- Removal from district transportation for specified period of time
- Random searches of student, locker/desk and student’s property
- Random searches of student, locker/desk and student’s property
- Dismissal from school
- Suspension of up to five days including re-entry conference with parent/guardian (length of suspension may be reduced if the family receives counseling support)
- Reassignment of student to new learning environment; i.e., class, program and/or school

Additional Offenses:

- Suspension of up to 15 days including re-entry conference with a parent/guardian (length of suspension may be reduced if the family receives counseling support)
- Recommendation for expulsion

A bibliography is a list of sources of information. You use it to give credit to authors and creators of information. A correct bibliography also enables those who read your final product to replicate your research to determine if they reach the same conclusions. When doing research, always keep a record of the sources that you use and list them, alphabetically by author's last name, at the end of your paper. If no author is given, alphabetize according to the first word of the title. Remember to indent the second line of each citation entry.

Book

Structure: Author. *Book Title*. Place of publication: Publisher, Year Published. Print.

Example: Ouellette, Jeannine. *Hurricane Katrina*. Edina: Abdo, 2008. Print.

Encyclopedia (print format)

Structure: Author (if given). "Title of Article." *Title of Encyclopedia*. Year (most recent copyright). Print.

Example: "China." *World Book Encyclopedia*. 2009. Print.

Magazine or Newspaper

Structure: Author. "Title of Article." *Title of Magazine*. Date of Publication: pages. Print.

Example: Meacham, Jon. "A Storm in the Brain." *Newsweek*. 20 Apr. 2009: 38-41. Print.

World Wide Web: Use when citing an entire website, a page of a website, or an article on a website.

Structure: Author. "Title of the work." *Title of Website*. Publisher or sponsor of the site (if not available, use N.p.), Date of publication (if not available, use n.d.). Web. Date of Access.

Example: Tyre, Peg. "Standardized Tests in College?" *Newsweek*. Newsweek, 16 Nov. 2007. Web. 15 May 2008.

Magazine Article accessed through an Online Database

Structure: Author. "Article Title." *Magazine Title*. Volume.Issue (if given) (Date of Publication): pages. *Database Title*. Web. Date of Access.

Example: Rogozin, Dmitry. "On Our Terms." *World Today*. 65.4 (Apr. 2009): 22-23. *Ebsco MasterFILE Premier*. Web. 16 Apr. 2009.

Interview

Structure: Name of person interviewed. Personal interview. *Title of interview*. Date of interview.

Example: Pumalis, Ilze. Personal interview. *Immigration and Displaced Person*. January 12, 2009.

Video Recording

Structure: *Title*. Director. Performers (if important). Distributor, Year of release. Medium of recording (DVD, Videocassette, Film).

Example: *It's a Wonderful Life*. Dir. Frank Capra. Perf. James Stewart, Donna Reed, Lionel Barrymore, and Thomas Mitchell. RKO, 1946. Film.

Sound Recording

Structure: Artist, Performer, Composer or Conductor (depends on desired emphasis). "Song Title." (skip if using entire work) Performer or Artist (if different from first-listed person or group.) Date of recording (if given). *Title of Recording*. Manufacturer, Year of Issue. Medium of recording (CD, Audiotape).

Example: Holiday, Billie. "God Bless the Child." Rec. 9 May 1941. *The Essence of Billie Holiday*. Columbia, 1991. CD.

Example: Beethoven, Ludwig van. *Symphony No. 9 in D Minor "Choral."* Perf. Elisabeth Schwarzkopf, Elisabeth Hongen, Hans Hand Otto Edelmann. Cond. Wilhelm Furtwangler. Rec. 29 July 1951. EMI, 1998. CD.

Photograph

Structure: Photographer's name. *Title of the photo*. Date of photo. Name of source, City (if given). *Title of web site (if found on the web)*. Medium of Publication. Date of access.

Example: Lange, Dorothea. *The Migrant Mother*. 1936. Prints and Photographs Div., Lib. of Congress. *Dorothea Lange: Photographer of the People*. Web. 9 May 2007.

Television or radio program

Structure: "Title of the episode." *Program Title*. Network name. Call letter, city of local station (if any), Broadcast date. Medium of recording.

Example: "Death and Society." *Weekend Edition Sunday*. Natl. Public Radio. WUWM, Milwaukee, 25 Jan. 1998. Radio.

Digital File: This is a file that exists independently from the Web or a published disc. For example, a PDF or JPEG file stored on your computer or a sound recording formatted for playing on a digital audio player.

Structure: Follow the format for the kind of work you are citing (ie. photograph, sound recording) and replace the medium of publication with the type of file.

Example: Hudson, Jennifer. "And I Am Telling You I'm Not Going." *Dreamgirls: Music from the Motion Picture*. Sony BMG, 2006. MP3 file.

Parenthetical Documentation: This is a brief citation in your paper that indicates which source the information came from. The sources still need to be listed in a bibliography. Usually the author's last name and a page reference are enough to identify the source

of the material. This should be included at the end of the sentence in parentheses.

Example: Between 1968 and 1988, television coverage of presidential elections changed dramatically (Hallin 5).

If the author's name is included in the sentence, only include the page citation.

Example: In his *Autobiography*, Benjamin Franklin states that he prepared a list of thirteen virtues (135-37).

Burnsville Senior High School Graduation Requirements

- A. Students must successfully complete the thirty-two (32) BHS credits and eight (8) units of study in grade nine in order to graduate from ISD 191. The specific units of study and credits are listed below:

GRADE 9: Units of Study	BHS: Course Credits (32)
Language Arts: 2 units	Language Arts: 6 credits
Social Studies: 2 units	Social Studies: 6 credits
Algebra I or Geometry: 2 units	¹ Geometry and Algebra II: 4 credits
Science: 2 units	Biology and Chemistry: 4 credits
	¹ Physical Education: 1 credit
	¹ The Arts: 2 credits
	Health: 1 credit
	Electives: A minimum of 8 credits

¹Students who complete the BHS requirements in Geometry, Physical Education and/or The Arts in grade 9 will substitute BHS elective courses to earn the required high school credits for graduation.

- B. All students must complete the following Minnesota Academic Standards, in accordance with the standards developed by the Department of Education:

1. Minnesota Academic Standards, Language Arts;
2. Minnesota Academic Standards, Mathematics;
3. Minnesota Academic Standards, Science;
4. Minnesota Academic Standards, Social Studies;
5. Minnesota Academic Standards, The Arts and
6. School District Standards, Health and Physical Education;

Transferring of Non-Public School Credits

To ensure the accurate, appropriate transfer of credits from non-public schools, including home schools, to any one of the senior high school programs in the Burnsville-Eagan-Savage School District, the following information is required:

1. A detailed transcript of the senior high school courses completed, the grade received, the grade level of the student when they enrolled in the course and the length of the course term,
2. To provide further clarification, the district may also require a course description, course outline and/or a course syllabus,
3. The results of the Nationally Norm-Referenced Achievement Test administered during the past three years.

The district reserves the right to administer criterion assessment(s) for a student when the district questions the difficulty level of a specific course or the amount of time required to complete the course.

Proficiency Credit

Proficiency testing allows students to demonstrate knowledge and receive credit in courses as per Minnesota State Board of Education regulation 3500.2900. Applications for proficiency testing are accepted and processed according to the following guidelines only once each semester.

1. CONDITIONS UNDER WHICH A STUDENT MAY APPLY FOR PROFICIENCY TEST

A student must have completed out-of-school experience that has led to an unusual level of knowledge in a course or sequence of courses; e.g., attending a language camp, seminar or employment experiences.

2. TIMELINES FOR PROFICIENCY TESTING OPPORTUNITIES

Student obtains application form in the Guidance Office. Application must be submitted no later than the fifth week of the semester.

- A. Counselor will determine whether the applicant has met the necessary criteria. If so, the counselor will pass the information to the area leader.
- B. Area leader and teacher will contact the student and complete testing arrangement. Testing should be completed by the end of the thirteenth week of the semester.

3. PROFICIENCY TESTING OPPORTUNITIES WHICH ARE NOT AVAILABLE

- A. Obtaining credit in a course below the student's level of appropriate placement as determined by the department; e.g., credit in Basic Math when Algebra is the appropriate placement.
- B. Obtaining credit for experience having no correlation with a course in the Registration Guide; e.g., credit for figure skating.
- C. Obtaining credit in Independent Study, since there are no standard-learner outcomes.
- D. Obtaining credit in a course provided exclusively to students with an Individual Education Plan.

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT STUDENT CO-CURRICULAR ELIGIBILITY

The Burnsville-Eagan-Savage School District encourages all members of its student body to participate in co-curricular activities because of the benefits from such participation. However, it is the philosophy of the district that student participation is a privilege rather than a right. Therefore, students who elect to participate in athletics and activities shall be expected to exemplify 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 the Burnsville-Eagan-Savage Schools whether at school or outside of school. It is imperative that students follow the 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 be eligible to participate in a co-curricular program, the student must adhere to all secondary schools' policies, Burnsville-Eagan-Savage School District policies, Minnesota State High School League rules 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. A student is progressing adequately toward graduation if the student has accumulated the following credits prior to the beginning of the subsequent semester:

	<u>10th Grade</u>	<u>11th Grade</u>	<u>12th Grade</u>
Semester 1	Sophomore Status	8 credits	18 credits
Semester 2	4 credits	12 credits	25 credits

School Attendance:

In order to participate in or practice in any activity, a student must be in attendance at school during 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/Student Conduct:

All co-curricular students will be required to agree to the Student Code of Responsibilities.

Student Code of Responsibilities

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

1. I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
2. I will be fully responsible for my own actions and the consequences of my actions
3. I will respect the property of others.
4. I will respect and obey the rules of my school and the laws of my community, state and country.
5. 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 the current MSHSL season. Upon a second MSHSL rule violation during a student's high school career, the student will lose the opportunity for captaincy/leadership of any team or club for the remainder of the student's high school career.

Accommodations:

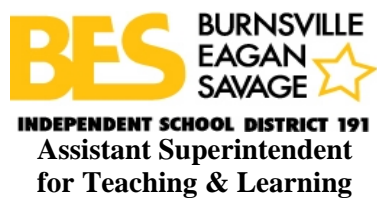
Student with documented disabilities who require accommodations should discuss the need for reasonable accommodations with the coach or person in charge of the activity as soon as possible. A request for an accommodation will not be retroactive except in the most unusual circumstances.

Appeals Process

When a student is declared ineligible, the parent will be notified by telephone and/or mail, and the following will apply.

The student and his/her parent(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 within 10 school days.



TO: Members of the Board of Education
Superintendent Randall Clegg

Agenda Item IV.C
June 3, 2010

FROM: Sandi Novak

DATE: May 27, 2010

RE: Teaching & Learning Summary Report

Discussion:

Complete information regarding the Report will be provided at the Board meeting.

BURNSVILLE EAGAN SAVAGE

Independent School District 191

Human Resources

AGENDA ITEM: IV.D.

To: Board of Education
Superintendent Randy Clegg

From: Sue Grissom
Executive Director of Human Resources

Date: June 3, 2010

RE: **Employment Agreement with Burnsville Principals Association**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2009 - 2011 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE PRINCIPALS ASSOCIATION

The District and the Burnsville Principals' Association reached a tentative agreement on April 14, 2010.

Highlights of the agreement include:

1. Salary increase of 1% effective July 1, 2009 and 1% effective July 1, 2010
2. Career steps increase by \$250 effective July 1, 2009 and \$250 effective July 1, 2010
3. Administrators are only eligible for benefits if they work at least 30 hours per week.
4. On snow days, administrators may telecommute
5. Effective July 1, 2010 principals with single health insurance will contribute 5% of the monthly premium and principals with family insurance will contribute 17% of family insurance.
6. Principals have language providing a district contribution to retiree insurance for based on length of service as a principal and total length of service in the district. The contribution ranges from 6 years to 9 years. Language now provides that if a principal should become eligible for Medicare while still receiving a district contribution, the principal must apply for Medicare and the district will reimburse the cost. This change will save the district money on two fronts; the claims experience will not impact our rates and Medicare supplements are significantly cheaper than insurance premium.
7. Principals hired after July 1, 2008 but before June 30, 2010 are eligible for a district contribution to retiree insurance only until eligibility for Medicare.
8. Principals hired on or after July 1, 2010 are not eligible for a contribution to retiree

insurance.

9. Principals hired after July 1, 1988 receive a district match to a 403(b) plan. The district match will increase from \$1500 to \$2,000.
10. Language related to the documents that can be placed in a principal's personnel file was dramatically changed. Documents must be placed in the file with the knowledge of the principal but not the approval of the principal.

Attachment: Master Agreement July 1, 2009 - June 30, 2011

MASTER AGREEMENT

JULY 1, 2009 - JUNE 30, 2011

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

AND

**BURNSVILLE PRINCIPALS
ASSOCIATION**

Burnsville - Eagan - Savage Public Schools

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MASTER AGREEMENT
July 1, 2009 – June 30, 2011

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA

and

BURNSVILLE PRINCIPALS ASSOCIATION

Preamble

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

ARTICLE I
RECOGNITION

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

ARTICLE II
COPIES OF RECORD

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

ARTICLE III
STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL BOARD

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

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

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

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

ARTICLE IV PRINCIPALS RIGHTS

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

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

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

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

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

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

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

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

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

Section 7. Duly authorized representatives of the Association shall be permitted to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operations.

Section 8. The Association shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. The user shall request equipment from the responsible individual and have time and use determined when checked out.

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

Section 10. The Board agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certified personnel, agendas and minutes of all Board meetings, census and membership data, (names and addresses of all principals salaries paid thereto and substantiating data).

ARTICLE V COMPENSATION

Section 1. Basic Rates of Pay:

Subd. 1. Status of Salary Schedules:

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

Subd. 2.

In the event that a new Agreement has not been mutually adopted by July 1, 2011, principals will be covered under M.S. §125.12 and the salary for 2011-2012 will be that stipulated on the individual contract for 2010-2011 until a new Agreement is reached subsequent to July 1, 2011 and the conditions of the new Agreement will determine salaries for 2011 - 2013.

Subd. 3. Salary Schedule - Placement

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

Subd. 4.

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

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

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

Effective July 1, 2009, the following career steps apply:

- A. ~~\$1,500.00~~ \$1,750 in the 5th year of employment as a principal
- B. ~~\$2,000.00~~ \$2,250 in the 10th year of employment as a principal
- C. ~~\$2,500.00~~ \$2,750 in the 15th of employment as a principal
- D. ~~\$3,000.00~~ \$3,250 in the 20th year of employment as a principal

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

- E. \$2,000 in the 5th year of employment as a principal
- F. \$2,500 in the 10th year of employment as a principal
- G. \$3,000 in the 15th of employment as a principal
- H. \$3,500 in the 20th year of employment as a principal

Section 4. Tuition: 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.

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)** ~~twenty (20)~~ hours per week.

Section 7. Vacation

Subd. 1. Annual Vacation:

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

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

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

termination for any reason other than cause. A member who uses unearned vacation must reimburse the District at the time of termination.

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

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

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

Section 10. Compensation for Special Services:

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

Subd. 2. When 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 base plan, the District contribution for individual or dependent coverage shall be as follows:

a. For individual coverage, it shall be equal to the rate for the highest cost HMO/PPO program offering choices among a number of health care providers and an office visit co-payment provision. The employee shall pay the balance of the premium for any other plan. **Effective July 1, 2010 the district will contribute 95% of the monthly premium. The employee shall pay the remainder via payroll deduction.**

b. For dependent coverage, it shall be equal to the rate for the highest cost HMO/PPO program offering choices among a number of health care providers and an office visit co-payment provision. The employee with dependent coverage will contribute 13% of the total premium for dependent coverage. The employee shall pay the balance of the premium for any other plan. **Effective July 1, 2010, the district will contribute 83% of the total premium for dependent coverage. The employee shall pay the remainder via payroll deduction.**

Section 2. Life Insurance
BPA Master Agreement

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

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

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

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

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to describe coverage generally and benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Continuation of Benefits

Subd. 1. Termination: Upon retirement, an employee may continue to participate in health and dental group insurance plans at the enrollment level they were at, at the time of retirement. ~~This benefit is funded by the Principals' Insurance Retirement Fund.~~

A. The District will continue to provide health and dental benefits ~~is provided~~ 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.**

1. Years of District Service + Years as a Principal > 60: 9 years of Single or Dependent coverage. The premium contribution terminates (9) nine years from the date of retirement.

2. Years of District Service + Years as a Principal >40: 8 years of Single or Dependent at 100%. The premium contribution terminates (8) eight years from the date of retirement.

3. Years of District Service + years as a Principal > 30: 7 years of Single or Dependent at 50%. The premium contribution terminates (7) seven years from the date of retirement.
4. 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.

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.

B. Insurance Contribution for Principals hired after on or after July 1, 2008 but before June 30, 2010:

Upon retirement, principals hired after July 1, 2008 **but before June 30, 2010** may continue to participate in health and dental group insurance plans at the enrollment level they were at, at the time of retirement, provided they are at least 55 years of age and have completed at least 10 years of service as a principal in ISD #191. Coverage shall cease when the retired principal becomes eligible for Medicare.

C. Effective July 1, 2001, principals who retired after June 15, 1998 with dependent coverage as described in (1.) or (2.) above, will make a monthly contribution towards the premium in an amount equal to the contribution made by active employees with dependent coverage.

~~Subd. 2. The revised Principals' Early Retirement Health Insurance Fund was established effective November 3, 1994. Yearly contributions to the Fund shall come from the following sources. No other direct District contribution shall be made to fund the plan.~~

- ~~a) The 1991-92 base contribution of \$16,567 shall be allocated annually to this fund.~~
- ~~b) The District shall contribute \$1298 per member/per year to fund the plan for the 2007-2008 and 2008-2009 fiscal years.~~
- ~~c) Interest earned since the inception of the fund shall accrue to the fund.~~
- ~~d) Upon request, the President of the BPA will be provided with an annual account statement at the end of the fiscal year.~~

~~Subd. 2. 3. Withdrawal shall take place in the following manner:~~

- a) All principals retiring after July 1, 1994, but before July 1, 1997 shall be eligible for full single or family coverage. Principals retiring between July 1, 1997 and June 15, 1998 will be eligible for full single or half-family coverage. All principals retiring on or after June 16, 1998 are subject to the provisions in Article VI, Section 6, Subd. 1 ~~and Subd. 2~~
- b) Payments shall be made directly to the carrier by the District in the amount of a monthly contribution appropriate to the coverage (single or family) as per rates for the year in which the contribution takes place. The **District Principals' Health Insurance Retirement Fund** will make premium contributions for principals who retired prior to June 16, 1998 as per the 1997-99 contract. See Appendix B.
- c) 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 or until he/she does not qualify for the requirements of the carrier.
- d) All coverage shall be subject to carrier approval.
- ~~e) If any provision in this section is determined to be discriminatory, costs incurred will be~~

~~paid by the insurance fund.~~

Subd. 4. 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. 5. Disabled Employee: An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier and the School District shall make normal contractual contributions for H & A insurance, as provided by law, for the duration of the disability.

Section 7. Dental Insurance

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

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

ARTICLE VII MISCELLANEOUS

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

Section 2. Professional Expenses.

Subd. 1. Allocation. After July 1, 1998 the employer will provide \$2000 per fiscal year for a member's professional development activity. This may include memberships in state and national organizations, national conferences, local conferences, other activities. All of the above must be preapproved by the Assistant Superintendent for Instruction. Reimbursement will follow District procedures and state and federal law.

- a) BPA members who work less than a (12) twelve-month duty year or who work less than full-time, as determined by the school district shall receive professional development expenses on a pro-rated basis.
- b) Following approval by the Assistant Superintendent for Instruction, members of the BPA may purchase technology to further their professional development. All technology must be compatible with District systems. Technology purchased through District purchasing remains District property. Technology purchased by the individual, remains the property of the individual
- c) ~~The fund will carry over until June 30, 2009.~~ **The account will be capped at \$6,000.** Should the employee terminate employment while owing the district, the said amount will be deducted from the final check.

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

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

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

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

Section 7. Seniority Procedure: M.S. §125.12, Subd. 6 (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, shall have a one (1) year probationary period. Continuing contract status for others will be as per MN Statute 122A.40

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

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

ARTICLE VIII RETIREMENT

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

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

Subd. 2. Severance Pay Options:

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

- B. The remaining amount of severance shall be deposited into an approved 403 (b) plan of the principal's choosing up to the maximum allowed, within 60 days following retirement. Any amount that exceeds the 403 (b) annual limit will be paid out in January of the next calendar year. This amount will be deposited into an approved 403 (b) plan of the principal's choosing up to the maximum allowed. Any remaining amount will be paid out as a lump sum at that time. Deductions such as state and federal income tax, social security or TRA shall be made only as required by law.
- C. All severance will be disbursed within 13 months of separation.

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

~~Subd. 1. The District will match up to \$1500 per year to an approved Minnesota deferred compensation program.~~

~~Subd. 2. The District will match up to \$1800 per year to an approved program when the employee has completed five years of satisfactory service in the District.~~

Subd. 1.. ~~Effective July 1, 2008~~ The District will match up to \$2,000 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, ~~sibling~~ or spouse's sibling, aunt, uncle, or dependent living in the immediate household and relatives of the same degree of those who dwell under the same roof and comprise a family or domestic establishment. ←

Section 9. Family Illness Absences:

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

Subd. 2. Sick and Injured Child Care Leave: M.S. §181.9413. Principals who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets. A "child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school.

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.

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 certified principal~~ 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. ~~Documents placed in the personnel files of Unit members are restricted to official evaluation carried out under existing policies and regulations.~~ All other documents may not be placed in personnel files without **the knowledge of approval** 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.

Section 2. Level I: In the event that an employee or the Association believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. The grievor shall meet with the grievant within ten (10) days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the file.

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

Section 4. Level III: If the employee or the Association is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitrator. Notification of dissatisfaction shall be made, in writing to the Executive Director of Human Resources within ten (10) days after his/her decision has been rendered. The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the P.E.R.B. Board, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

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

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

Section 7. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement.

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

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

Section 10. When mutually agreed, grievances may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 11. The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XIII PUBLICATION OF CONTRACT

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

ARTICLE XIV DURATION

Section 1. This contract shall be effective as of July 1, 2009, and shall continue in effect through June 30, 2011, 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

Chair of Board

Chief Negotiator, BPA

Clerk of Board

Date

Susan J. Grissom, Executive Director of Human Resources

APPENDIX A
Salary Schedule
2009 - 2010

	Licensed	MA+60	PhD
Assistant			
Step 1	\$99,785	\$103,193	\$107,009
Step 2	\$101,245	\$106,742	\$108,574
Elementary			
Step 1	\$102,567	\$106,058	\$109,964
Step 2	\$104,063	\$109,703	\$111,567
Junior High			
Step 1	\$108,268	\$111,948	\$116,047
Step 2	\$109,845	\$115,791	\$117,736
Senior High			
Step 1	\$115,918	\$119,853	\$124,216
Step 2	\$117,604	\$125,149	\$126,023
All Principals			
<u>In the 15th year</u>	\$750	\$750	\$750
<u>In the 20th year</u>	\$1500	\$1500	\$1500

APPENDIX B
Salary Schedule
2010 - 2011

	Licensed	MA+60	PhD
Assistant			
Step 1	\$100,783	\$104,225	\$108,079
Step 2	\$102,258	\$107,809	\$109,660
Elementary			
Step 1	\$103,592	\$107,119	\$111,063
Step 2	\$105,104	\$110,800	\$112,682
Junior High			
Step 1	\$109,351	\$113,068	\$117,207
Step 2	\$110,943	\$116,949	\$118,913
Senior High			
Step 1	\$117,077	\$121,051	\$125,458
Step 2	\$118,780	\$126,401	\$127,283
All Principals			
Longevity 15 th	\$750	\$750	\$750
Longevity 20 th	\$1500	\$1500	\$1500

The following individuals retired prior to June 15, 1998. District contributions to premium will be made until the listed date.

<u>Name</u>	<u>Date</u>	<u>Coverage</u>
Richard Halvorson (dependent of)	December 1, 2004	100% single until Medicare eligible

GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS

** CONTINUATION COVERAGE RIGHTS UNDER COBRA **

Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or

- The child stops being eligible for coverage under the plan as a “dependent child.”

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Human Resources Department. You will be required to provide documentation to substantiate the qualifying event.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The documentation to substantiate the disability must be provided to the Human Resources Department no later than 30 days after it has been received from the Social Security Administration.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the

spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Additional information about coverage can be requested by contacting the Human Resources Department, Administrative Services Center, 100 River Ridge Court, Burnsville, MN 55337, (952) 707-2009.

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

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AGENDA ITEM: IV.E

To: Members of the Board of Education
Superintendent Randy Clegg

From: Susan J. Grissom
Executive Director of Human Resources

Date: June 3, 2010

RE: **Approve Job Description and 1.0 FTE Position for a BALC Targeted Services Coordinator**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE JOB DESCRIPTION FOR A BALC TARGETED SERVICES COORDINATOR AND 1.0 POSITION FOR THE 2010 - 2011 SCHOOL YEAR

Discussion:

Director of the Burnsville Area Learning Center, Janice Porter met with secondary principals to discuss better ways of meeting the academic needs of at-risk students. Students are eligible to receive targeted services in extended day and extended year programs. However, to ensure students receive targeted services, training and supervision of teachers is needed. The Targeted Services Coordinator will ensure that teachers are increasing student achievement.

Duties of the position include professional development, coaching, records administration and communication and coordination with school guidance counselors and administrators.

This model enables students to receive rigorous, targeted interventions at their respective schools. Revenue for this position will come from monies generated by student enrollment in BALC programs.

ISD #191 Job Description
JOB TITLE: BALC Target Services Coordinator
(TOSA TCHR TARGETED SERV COORD)

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Exempt (Y/N): Yes
DEPARTMENT: BALC
SUPERVISOR: Director of BALC

DATE: June 3, 2010
OCC NUMBER:

SUMMARY: The coordinator for the district's BALC Targeted Services Program will oversee the following areas: development and selection of resources, training, and teaching of the extended day and extended year programming curriculum to meet the needs of at-risk students; collaborate with principals, teachers and guidance counselors. Communicate needs of teachers and students in the target services programs. The coordinator will coordinate, manage, and visit the programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Reviews and recommends the purchase of math, reading, writing and social skills curriculum
- Assists in the recruitment, interviewing and hiring of highly qualified staff
- Conducts formative classroom observations and coach teachers to improve performance
- Communicates with all stakeholders; including the BALC Director, Principals, teaching staff, custodians and other staff as needed
- Maintains accurate records for the purpose of enrollment, continuous learning plans and attendance
- Oversees accurate data entry of students on TSIS system
- Establishes and implements appropriate pre and post program academic testing
- Ensures accurate and timely reporting
- Trains staff in record-keeping procedures
- Learns and ensures compliance with state and federal guidelines
- Assesses and arranges meaningful professional development for staff
- Works a schedule to monitor and coordinate extended day programs
- Utilizes current student assessment data and trains teachers to analyze and use
- Drives to a variety of locations in a given day
- Works extra duty days in the summer

SUPERVISORY RESPONSIBILITIES: This position provides some work direction but has no formal supervisory responsibilities.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Bachelor's degree from four-year college or university; required course work in education. Five to 7 years of experience. Licensed in a content area. Classroom teaching experience. Experience with differentiation, working with at-risk students, experience with data analysis and application, and knowledge of elementary curriculum.

CERTIFICATES, LICENSES, REGISTRATIONS: Valid and current Minnesota state teacher's license.

LANGUAGE SKILLS: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to respond to common inquiries or complaints from parents, administrators, or members of the school community. Ability to write reports, business correspondence, and speeches

and articles for publication that conform to prescribed style and format. Ability to effectively present information to administrators, public groups, and/or Board of Education.

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MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES:

- Interpersonal skills, including ability to work well with others, be polite, helpful, courteous and compassionate.
- Ability to maintain regular attendance.
- Ability and willingness to follow District rules and policies.
- Ability and willingness to follow directives from supervisors.
- Ability to work with students of all ability levels, and to make adjustments in teaching techniques to fit individual needs.
- Conflict resolution skills.
- Take initiative
- Computer skills in word processing and data entry.
- Organizational skills.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and talk and hear. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. The employee must be able to drive between sites.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: IV. F.

To: Members of the Board of Education
 Superintendent Randy Clegg

From: Sue Grissom
 Executive Director of Human Resources

Date: June 3, 2010

RE: **Memorandum of Understanding with the Burnsville Association of Educational Assistants extending recall rights until December 31, 2012**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS THAT EXTENDS THE RIGHT OF RECALL VIA THE PREFERENTIAL HIRING LIST UNTIL DECEMBER 31, 2012 FOR TITLE I EDUCATIONAL ASSISTANTS AND 2b EDUCATIONAL ASSISTANTS TERMINATED AT THE END OF THE 2009 - 2010 SCHOOL YEAR

Discussion: The Board of Education terminated the positions of all Title I Educational Assistants and 2(b) Educational Assistants effective at the end of the 2009 - 2010 school year. The terminations were due to programmatic changes in the Title I and ESL programs.

The district is losing long-term, loyal, and caring employees. Their contract currently provides them with recall rights for one year. As per the contract, they are not recalled on the basis of seniority but must reapply for their positions. They are given preference in hiring over someone who was not terminated from one of those specific positions.

This memorandum would extend recall rights for an additional 1 1/2 years. In the event program changes are modified or reversed, these employees would have the right to reapply for their positions and would be given preference on a hiring list until December 31, 2012.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT #191
AND THE
BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS

Given the programmatic changes that resulted in the termination of all Title I Educational Assistants and 2B Educational Assistants effective at the end of the 2009 - 2010 school year, Article XIII, Section 7 of the Master Agreement will be modified as follows:

Title I Educational Assistants and 2B Educational Assistants shall remain on the preferential hiring list from the date of termination May 20, 2010 through December 31, 2012.

Signature/Date

Signature/Date

Signature/Date

Signature/Date