

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Administrative Services Center  
Special Meeting  
December 17, 2009  
7:00 AM

- I. **Call to Order**
  - A. Welcome
  - B. Pledge of Allegiance
  
- II. **Business Meeting**
  - A. Approve Agenda
  - B. Schedule a Closed Session to discuss private student data 2
  
- III. **New Business**
  - A. Approve the proposed revisions and re-adopt the unchanged language in the 2009-2011 collective bargaining agreement with the Burnsville Education Association and Independent School District 191  
Presenter: Grissom 3
  - B. Approve a Resolution relating to a Lease-Purchase Financing and authorizing the execution of related documentation  
Presenter: Rider 22
  - C. Approve the contract with Matrix Communications for the telephony system included in the bid approved on October 22, 2009  
Presenter: Rider 26
  
- IV. **Adjourn**



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TO: Members, Board of Education Agenda Item II.B  
December 17, 2009

FROM: Randy Clegg, Superintendent

DATE: December 17, 2009

RE: Schedule Closed Session

**Recommendation:** That the Board of Education schedule a Closed Session during the special board meeting on December 17, 2009 at 7:00 a.m. at the Administrative Services Center for the discussion of private student data.

**Discussion:** Closed sessions of the School Board must be called by a majority vote of those in attendance at a duly called Board meeting.

Typically, School Board members are to be given a three-day notice of all meetings. Since the December 17 Closed Session cannot be called until that very evening, the motion indicates that the three-day notice is waived. Any member who is unable to attend the meeting will be asked to waive their right to the three-day notice as well.

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

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AGENDA ITEM: III.A

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: December 17, 2009

RE: **PROPOSED REVISIONS IN THE 2009 - 2011 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2009-2011 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

Negotiators for the Burnsville Education Association including Chief Negotiator, Mike Huemoeller, Mary Jo Kurtz, Gina O'Reilly, Steve Kraft, and John Maronde met with representatives from the District to negotiate a two year agreement. The parties began negotiating in August and reached a tentative agreement during a 15 hour mediation session on December 1, 2009. Members of the District team included Board Members, Ron Hill and Gail Morrison, Executive Director of Business Services, Lisa Rider, and Executive Director of Human Resources, Sue Grissom. BEA members voted on December 16, 2009.

Highlights of the Agreement include:

1. Effective July 1, 2010 newly hired teachers must maintain the certifications on their license in place at the time of hire.
2. Language has been added to codify that all district contributions to tax-sheltered annuity plans must be made to union approved 403(b) companies.

3. Effective March 15, 2009 teachers with single insurance will make a 2% contribution to premium. Effective with the 2010-2011 school year, the contribution will increase to 5% of premium.
4. Effective March 15, 2010, teachers with family insurance will increase their contribution to premium from 15% to 18%. Effective with the 2010-2011 school year, the contribution will increase to 20%.
5. Effective with the 2010-2011 school year, probationary teachers will no longer be granted 3 years of personal illness time at the time of hire. They will receive 10 personal illness days per year.
6. The tax sheltered annuity match did not increase during the 2009-2010 school year. The match will increase from \$1,162.50 to \$1,500 effective with the 2010-2011 school year for teachers who have completed 14 years of service.
7. Additional lanes were added to the ABE/ECFE salary schedule, permitting teachers to earn additional compensation for work taken beyond a Master's degree.
8. Several new stipends were added.
9. The salary schedule was improved by 1% in 2009-2010.
10. The salary schedule was improved by 1% in 2010-2011.
11. Teachers on the terminal steps of the salary schedule will receive an additional \$1,000 in the 2010-2011 school year.
12. The union and district also entered into a Memorandum of Understanding whereby each site has the opportunity to review and revise their site's professional development plan by January 22, 2010 and use 10 sub days to do it. Each plan must comport with the district plan and must be approved by the district's professional development advisory committee.

Perhaps one of the most important conclusions that came out of negotiations was the recognition on the part of both the district and the BEA that our current health insurance costs are unsustainable. This recognition will serve as the impetus for all employee groups to seek fundamental plan design changes while improving wellness and emphasizing early screening and prevention.

Attachments:

Summary of Language Changes  
Salary Schedules

**2009 - 2011  
Burnsville Education Association  
Master Agreement Language Changes**

	<b>Update all dates</b>																								
<b>Article V Section 2. Licensure:</b>	<p><u>Licensure:</u> Each teacher must submit a copy of a valid Minnesota teacher's license, a teacher retirement fund certificate, an official transcript of all college credits, and years of allowable service in TRA. This material will be kept on file in the District office during the entire time that the teacher is employed in the school system.</p> <p>Subd. <u>Teachers hired on or after July 1, 2010 must maintain the certifications on their license in place at the time of hire for the duration of their career in the district. Failure to maintain such certifications in place at the time of hire, will result in termination, effective at the conclusion of the school year during which the certification is surrendered.</u></p> <p><b>Renumber subsequent subdivisions</b></p>																								
<b>Article V Section 2. Licensure:</b>	<p><u>Licensure:</u> Each teacher must submit a copy of a valid Minnesota teacher's license, <del>a teacher retirement fund certificate and</del> an official transcript of all college credits. <del>and years of allowable service in TRA.</del> This material will be kept on file in the District office during the entire time that the teacher is employed in the school system.</p>																								
<b>Article V Section 12. Subdivision 2 b.</b>	<p>Teachers under continuing contract shall receive their salary payments via direct deposit within the following options:</p> <p>a. 1/20 of their annual salary on each of the first twenty (20) pay dates. <u>This option will not be available to teachers effective with 2010-2011 school year.</u></p> <p>b. 1/24 of their annual salary on each of the first nineteen (19) pay dates and 5/24 of their annual salary on the 20th pay date</p> <p>c. 1/24 of their annual salary on each of the twenty-four (24) pay dates.</p>																								
<b>Article V Pay Dates</b>	<p style="text-align: center;">Pay Dates for <u>2009-2010</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>8/31/09</td> <td>11/30/09</td> <td>2/26/10</td> <td>5/28/10</td> </tr> <tr> <td>9/15/09</td> <td>12/15/09</td> <td>3/15/10</td> <td>6/15/10</td> </tr> <tr> <td>9/30/09</td> <td>12/30/09</td> <td>3/31/10</td> <td>6/30/10</td> </tr> <tr> <td>10/15/09</td> <td>1/15/10</td> <td>4/15/10</td> <td>7/15/10</td> </tr> <tr> <td>10/30/09</td> <td>1/29/10</td> <td>4/30/10</td> <td>7/30/10</td> </tr> <tr> <td>11/13/09</td> <td>2/12/10</td> <td>5/14/10</td> <td>8/13/10</td> </tr> </table>	8/31/09	11/30/09	2/26/10	5/28/10	9/15/09	12/15/09	3/15/10	6/15/10	9/30/09	12/30/09	3/31/10	6/30/10	10/15/09	1/15/10	4/15/10	7/15/10	10/30/09	1/29/10	4/30/10	7/30/10	11/13/09	2/12/10	5/14/10	8/13/10
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<p><b>Article V</b> <b>Section 13.</b> <b>Tax-sheltered</b> <b>Annuity Plans</b></p>	<p><u>Tax Sheltered Annuities, Qualified Retirement Plans and Deferred Compensation Plans:</u> Tax sheltered annuities, <u>qualified retirement plans</u> and deferred compensation plans, either variable or fixed, shall be made available to teachers. <u>District matches as described in Article XII, Section 9 will only be made to approved 403(b) plans.</u> Regulations and procedures are available in the Human Resources Office (see Article XII, Section 9).</p>																								
<p><b>Article VII</b> <b>Group</b> <b>Insurance</b> <b>Section 1.</b> <b>Health and</b> <b>Hospitalization</b> <b>Insurance</b> <b>Subd. 1.</b></p>	<p>Subd. 1. For all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the base plan, the School District shall contribute the full amount of individual coverage, beginning July 1, <u>2009</u>, or upon the effective date of an individual's employment- <del>and continue monthly until June 30, 2009.</del> <u>Effective with the March 15, 2010 paycheck and continuing for the remaining 6 months of pay attributed to the 2009-2010 contract year, the district shall contribute 98% of the single premium. Effective at the start of the 2010-2011 school year, the district will contribute 95% of the single premium. The remainder shall be borne by the employee.</u> <del>June 30, 2009.</del> Effective at the start of the 2006-2007 school year, full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.</p>																								
<p><b>Article VII</b> <b>Group</b> <b>Insurance</b> <b>Section 1.</b> <b>Health and</b> <b>Hospitalization</b> <b>Insurance</b> <b>Subd. 2.</b> <b>Subd. 3.</b> <b>Subd. 4.</b></p>	<p>Subd. 2. The District contribution for full time teachers' dependent coverage shall be based upon the rate for the \$20.00 office visit co-pay HMO/PPO program. Effective July 1, 2009 <u>through February 28,, 2010</u>, a teacher with dependent coverage shall contribute 15% of the monthly premium. <u>Effective with the March 15, 2010 paycheck and continuing for the remaining 6 months of pay attributed to the 2009-2010 contract year, the teacher with dependent coverage shall contribute 18% of premium.</u> The balance of the premium shall be paid by the District. <u>Effective at the start of the 2010 - 2011 school year, a teacher with dependent coverage shall contribute 20% of the monthly premium.</u> <u>The balance of the premium shall be paid by the District.</u></p> <p><b>Renumber Subsequent Subdivisions</b></p>																								

	<p><u>Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.</u></p> <p><u>Subd. 4.</u> Except as listed below, teachers working at least 20 hours per week but less than 30 hours per week, shall contribute 30% of the premium for dependent coverage, effective July 1, 2006. The balance shall be paid by the District.</p> <p>Exceptions as listed below receive health insurance contributions as per Subd. 2.</p> <ul style="list-style-type: none"> <li>▪ teachers on parental leave, working at least .5</li> <li>▪ teachers hired prior to July 1, 2006 with a .5 or greater contract</li> <li>▪ teachers with a .5 contract prior to July 1, 2006, who temporarily accept an assignment greater than .5, have the right to return to .5 with benefits as per a full-time employee as outlined in Subd. 2.</li> </ul> <p><u>Subd. 5.</u> The balance of any additional premium for optional single or dependent District plans shall be paid by the teacher.</p>
<p><b>Article VIII</b>  <b>Leaves of Absence</b>  <b>Section 1.</b>  <b>Personal Illness</b>  <b>Subd. 2.</b></p>	<p><u>Subd. 1.</u> <u>Effective July 1, 2010,</u> all full-time teachers shall earn personal illness absence at the accumulative rate of ten (10) days for each year of service in the employ of the School District. Ten (10) days shall be credited to each teacher at the beginning of each school year or prorated on ten (10) days when employed after the beginning of the school year. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.</p> <p><u>Subd. 2.</u> <u>This subdivision was operative for teachers hired during and prior to the 2009-2010 school year.</u> <u>Effective July 1, 2010,</u> subdivision 1 is operative and subdivision 2 is no longer operative. Teachers new to the School District shall have the first three (3) years of personal illness absence, thirty (30) days credited upon the beginning of employment. Additional personal illness absence shall not be credited until the first day of the fourth year of service.</p>
<p><b>Article VIII</b>  <b>LEAVES OF ABSENCE</b>  <b>Section 2</b>  <b>Personal Days</b>  <b>Subd. 3</b></p>	<p>At the beginning of each school year, each teacher shall be credited with two (2) days, cumulative to three (3) to be used for teacher’s personal absence. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.</p> <p><u>Beginning in the 20th year of employment with the district, each teacher shall be credited with three (3) days, cumulative to four (4) to be used for teacher’s personal absence.</u></p>

<p><b>Article VIII LEAVES OF ABSENCE Section 4 Bereavement Absence Subd 1</b></p>	<p><u>Section 4. Bereavement Absence:</u>  <u>Subd. 1.</u> A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher.   <u>Subd. 2.</u> One (1) day for each of the categories "f" through "l." A maximum of an <u>additional three (3) <del>two (2)</del></u> days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources. Part-time teachers shall accrue and be eligible for such a benefit on a pro-rata basis.  a. parent, step parent or former guardian of teacher  b. spouse of teacher  c. individuals who dwell under the same roof and comprise a family or domestic establishment  d. child, step child of teacher  e. parent or step parent of spouse  f. brother, step brother, sister, or step sister of teacher  g. spouse of teacher's child  h. grandchildren or step grandchildren of teacher  i. grandparents or step grandparents of teacher or spouse  j. brother, step brother, sister, or step sister of spouse  k. brother-in-law, sister-in-law, nephew, niece, uncle or aunt  l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns.</p>
<p><b>Article VIII Leaves of Absence Section 5. Civic Duty Leave Subd. 1.</b></p>	<p><u>Subd. 1.</u> Involuntary appearances (i.e., where the employee or an organization in which the employee is a member has not initiated the action) for appearances before governmental bodies, for jury duty, or for military duty (by appropriate orders) shall carry regular compensation from the District. <u>Working as an election judge is a voluntary activity. Teachers who choose to serve as election judges on a scheduled work day must request personal leave to do so.</u></p>
<p><b>Article VIII Leaves of Absence Section 10 Sabbatical Leave</b></p>	<p><u>Section 10. Sabbatical Leave:</u> (For school years <u>2009-2010</u> and <u>2010-2011</u>, sabbatical leaves are not funded.)</p>

<b>Article VIII LEAVES OF ABSENCE Section 12 Parental Leave Subd. 5</b>	<p><del>A parental leave that commences during the 2007-2008 contract year shall cease no later than the first duty date of the 2009-2010 school year. A parental leave that commences during the 2008-2009 contract year shall cease no later than the first duty date for the 2010-2011 school year. A parental leave that commences during the first semester of the 2009-2010 contract year shall cease no later than the first day of the 2011-2012 school year. A parental leave that commences during the second semester of the 2009-2010 school year shall cease no later than the first day of the second semester of the 2011-2012 school year. A parental leave that commences during the first semester of the 2010-2011 contract year shall cease no later than the first day of the 2012-2013 school year. A parental leave that commences during the second semester of the 2010-2011 school year shall cease no later than the first day of the second semester of the 2012-2013 school year.</del></p>
<b>Article IX HOURS OF SERVICE Sections 3, 4 Preparation Time</b>	<p><u>Effective July 1, 2010 when a teacher agrees to give up prep time in response to a request by administration to cover a class during his/her prep time due to the shortage of substitute teachers, the teacher will receive (1) hour of pay the negotiated hourly instructional rate specified in Appendix C-4 in the contract.</u> Renummer subsequent sections.</p>
<b>Article XII Retirement Section 2.</b>	<p><u>Section 2. Severance:</u> Teachers who are at least 55 years of age will be eligible for an early retirement incentive of one day's pay for every day of unused sick leave up to a maximum of 92 days or one half (1/2) of their annual salary of the previous year. <u>. In no case shall severance exceed 1/2 of the annual salary as listed on the salary schedule. Teachers are eligible for the benefit provided if they have had a minimum of fifteen (15) years of active teaching experience in the School District or twenty (20) years of active teaching experience of which ten (10) years of active teaching experience is in the School District No teacher employed after July 1, 1989 shall be eligible for any provision of this article.</u></p>
<b>Article XII RETIREMEN T Section 3. Retirement Health Insurance Subd. 2.</b>	<p>Subd. 2. District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare. <u>If disabled, the teacher must apply for Medicaid/Medicare and notify the district when eligible for Medicaid/Medicare due to disability.</u></p>
<b>Article XII RETIREMEN T Section 8. Retirement Pay Options:</b>	<p><u>Retirement Pay Options Refer to the Memorandum of Understanding describing Retirement Pay Options for the 2007—2009 contract.</u> Deductions such as state and federal income tax, social security or TRA shall be made only as required by law. If the employee dies before the retirement payment has been made, the balance due shall be paid to the estate of the deceased. <u>Members of the unit who retire as per ARTICLE XII, Section 1 through Section 4 shall have</u></p>

	<p><u>severance disbursed as follows: 50% of the severance amount for which a retiring teacher is eligible plus the employee's portion of health insurance calculated from the time of retirement to the next July 1<sup>st</sup> shall be deposited into the Minnesota State Retirement System's Post Retirement Healthcare Savings Plan. The remainder shall be deposited into a 403(b) plan up to the maximum non-deferral limit for that calendar year. The remainder, if any shall be distributed as one lump sum to the employee 60 days following retirement.</u></p> <p><del>The District shall distribute severance in one lump sum payment within 60 days following retirement until the amount budgeted has been depleted; Early Retirement incentive will be distributed based on the order in which the letters of intent are received.</del></p> <p><del>Deductions such as state and federal income tax, social security or TRA shall be made only as required by law. If the employee dies before the retirement payment has been made, the balance due shall be paid to the estate of the deceased.</del></p>
<p><b>Article XII RETIREMEN T Section 9: Matching Contribution Eligibility</b></p>	<p><u>Section 9. 403(b) Vendor Selection:</u></p> <p><u>Subd. 1. 403(b) Advisory Committee: The district will establish and maintain a 403(b) Advisory Committee. The committee shall be comprised of members of each bargaining unit, with representation determined by the size of the group. Teacher members of the 403(b) Committee shall be appointed by the BEA President.</u></p> <p><u>Subd. 2. Vendors: The committee recommended the following vendors and a majority of BEA members approved them, effective January 1, 2009. They are: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), AXA (Equitable), and Lincoln Financial Services. The committee will meet quarterly to review performance. The addition or deletion of vendors will be as recommended by the committee an approved by the BEA.</u></p> <p><u>Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.</u></p>
<p><b>Article XII RETIREMEN T Section 9</b></p>	<p><u>Section 10. <del>9.</del> Matching Contribution Eligibility: A District match to an approved 403(b) vendor <del>Minnesota deferred compensation program</del> is available to teachers hired on or after July 1, 1989, who are beginning in their fourth (4th) year of teaching in the district at a .5 FTE contract or more. Contributions as permitted by MS §356.24 will be made as follows:</u></p>

<p><b>Subd. 1 (remove subd. 2, subd. 3)</b></p>	<p><del>Subd. 1. Commencing with the 2007-2008 school year, the District will match up to \$775.00 to an approved Minnesota deferred compensation program, when it becomes a participating member of the Minnesota Tax Deferred Compliance Service. Commencing with the <u>2009-2010</u> 2008-2009 school year, the District will match up to \$812.50 to an approved 403(b) plan. Minnesota deferred compensation program, when it becomes a participating member of the Minnesota Tax Deferred Compliance Service.</del></p> <p><del>Subd. 2. Commencing with the 2007-2008 school year, the District will match up to \$925.00 per year to an approved program when the employee has completed ten years of satisfactory service in the District. Commencing with the <u>2009-2010</u> 2008-2009 school year, the District will match up to \$962.50 per year to an approved 403(b) plan program when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11<sup>th</sup> year of employment in the District.</del></p> <p>Subd. 3. Commencing with the 2009-2010 school year, the District will match up to \$1,162.50 per year to an approved <u>403(b) plan</u> when the teacher has completed 14 years of satisfactory service in the District. The match will begin in the teacher's 15<sup>th</sup> year of employment in the District. <u>Commencing with the 2010-2011 school year, the district will match up to \$1,500 to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.</u></p>
<p><b>Article XIV INVOLUNTARY/ VOLUNTARY TRANSFERS Section 1, Subd. 1</b></p>	<p><u>Section 1.</u> Covered under this Section but not necessarily limited to it are involuntary transfers resulting from:</p> <ul style="list-style-type: none"> <li>a. declining enrollment</li> <li>b. reduction in teaching force</li> <li>c. closing of schools</li> <li>d. programmatic changes</li> <li>e. restructuring and realigning of divisions, schools.</li> <li>f. If a school has to be reconstituted under ESEA, language applicable to a school closing and the opening of a new school will be followed.</li> </ul> <p><u>Subd. 1. Procedure:</u> Before making an involuntary classroom teacher, counselor or librarian transfer from any school building, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the State Board of Education. If no volunteer is found, the teacher shall be transferred who is lowest on the seniority list in the affected K-3 or 4-6 elementary level or secondary department as defined below:</p> <ul style="list-style-type: none"> <li>a. Secondary departments shall mean, for example: Business, family &amp; consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics,</li> </ul>

physical education and health, science, social studies, world languages, technology, work based learning

b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 2. Covered under this section and limited to specialized programs within a given school that require one or more staff members to work a schedule that varies from the standard work schedule by one or more hours. For example, if the standard work hours for full-time teachers at a given site are from 8 - 4 and a zero hour is added such that it requires a teacher to work from 7 - 3, this section applies. However if hours for the building change and all staff are required to work from 7 - 3, ARTICLE IX, HOURS OF SERVICE APPLIES.

Subdivision 1. Procedure: Before making an involuntary classroom teacher, counselor or librarian transfer work the modified schedule, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the Minnesota Department State Board of Education and needed in the program. If no volunteer is found, the teacher shall be transferred who is lowest on the district seniority list in the affected K-3 or 4-6 elementary level or secondary department as defined below:

a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning

b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

**Renumber subsequent sections**

<p><b>Appendix A ABE/ECFE Teachers</b></p>	<p style="text-align: center;">SEE APPENDIX A attached to this document</p> <p style="text-align: center;">Adult Basic Education (ABE) Early Childhood &amp; Family Education (ECFE)</p> <p><u>Section 1. ABE/ECFE Teacher.</u> The School District recognizes the Association as the exclusive bargaining representative for all ABE and ECFE licensed teaching personnel as defined in the PELRA whether under contract, on leave, on a per diem, hourly or class rate basis.</p> <p><u>Section 2. Seniority.</u> ABE and ECFE teachers shall have seniority rights in the separate ABE and ECFE programs and also separate from teachers licensed under M.S.§ 122A. 40.</p> <p style="padding-left: 40px;"><u>Subd. 1.</u> ABE teachers shall maintain a separate seniority list consisting only of ABE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ABE teacher.</p> <p style="padding-left: 40px;"><u>Subd. 2.</u> ECFE teachers shall maintain a separate seniority list consisting only of ECFE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ECFE teacher.</p> <p style="padding-left: 40px;"><u>Subd. 3.</u> Layoff of ABE and ECFE teachers shall be in the inverse order of seniority. Recall shall be based on appropriate license and shall occur in order of seniority</p> <p><u>Section 3. Step and Lane.</u> ABE and ECFE teachers shall advance one step for each 736 hours worked. Teachers who work fewer than 736 hours shall advance when experience earned equals 736 hours. All hours above 736 are dropped for the remainder of the year. Part year service must be consecutive to receive a year of experience credit. Part years separated by an approved leave shall accumulate toward a year of experience credit.</p> <p><u>Section 4. Reimbursable Credits..</u> Effective July 1, 2010, One-half (1/2) of tuition costs for <u>preapproved coursework appropriate to the area of the teacher's assigned responsibilities and licensure taken beyond the M.A. +60/Specialist lane will be paid by the School District subject to the following conditions:</u></p>

- 1) Courses must carry prior approval by the Executive Director of Human Resources.
- 2) Payments are for tuition only.
- 3) Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
- 4) Tuition payments will not be made for work taken while on a regular or sabbatical leave.
- 5) The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.
- 6) The maximum reimbursed rate shall not exceed one-half (1/2) of the annually adjusted Graduate School-College of Education tuition of the University of Minnesota.

Section 5. Calendar. Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. The ABE calendar shall consist of 44 weeks. The ECFE calendar shall consist of 36 weeks.

Section 6. . Non-student contact time. The District shall attempt to assign ABE and ECFE teachers' duty hours concurrently whenever possible. In-service shall be at the same ratio as the K-12 program, to be determined prior to July 1 of each school year.

Subd. 1. ABE and ECFE teachers shall work in blocks of time that are a minimum of three (3) hours in length per duty day.

Subd. 2. Classtime to preparation time per ABE teacher shall be 3:1. ABE teachers who work more than 4.5 hours shall have a paid 30-minute meal break.

Subd. 3. ECFE Classtime to preparation time per ECFE teacher shall be 2:1.

Subd. 4. A teacher may be required to reasonably participate in activities such as consultation with parents, faculty meetings, open houses, curriculum meetings, minor administrative assignments, and other teaching responsibilities.

Section 7. Leaves of Absence. Beginning July 1, 1993, ABE and ECFE teachers shall accumulate paid absence leave (Article VIII), prorated based upon hours worked. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status (full-time to part-time or part-time to full-time) the accrued "days" will follow the teacher and be equal in value to the teacher's new status.

	<p><u>Section 8. Group Insurance.</u> ABE and ECFE teachers who are employed 736 hours or more during a school year shall be eligible for the lowest-cost single HMO/PPO (with co-pay) group insurance. <del>The District will contribute 80% of the premium per month toward dependent insurance.</del> Effective July 1, 2008, the District will contribute 85% of the premium per month toward dependent insurance.</p> <p><u>Section 9. TSA Match.</u> <del>Effective July 1, 2007, \$433 District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.</del> Effective July 1, 2008, a \$470.50 District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.</p> <p><u>Section 10. Inclement Weather.</u> If an employee is notified not to report for, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence.</p> <ul style="list-style-type: none"> <li>• An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)</li> <li>• An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)</li> </ul>
<p><b>ARTICLE V COMPENSATION</b></p>	<p><u>Section 12. Content Teachers who Travel:</u></p> <p><u>Subd. 1. Content teachers who travel to more than one site in a given day, shall receive preparation, lunch and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. Adequate time shall be given for travel from one location to another. Teachers who do not have equivalent time will be compensated for the amount that exceeds 8 hours.</u></p> <p><u>Subd. 2. Traveling teachers who teach first period at an early start school and last period at a late start school shall receive an additional .1 in compensation for the period of time they work that schedule.</u></p> <p><b>Renumber subsequent sections.</b></p>

<p><b>Appendix C- 1 Salary Schedule</b></p>	<p>Omit Pre 1993 column/Relabel Post 1993 column to Step - Everyone hired prior to that date has advanced on the salary schedule and it is no longer useful.  <del>Note: Teachers hired after July 1, 1989, began on Step 4 (career step 1) Step 4 was renumbered as Step 1 July 1, 1993. Example to illustrate effect: The same cell identified as Step 8 in 1992/93 is identified as Step 5 in 1994/95, etc. Individuals did not skip steps because of the renumbering</del></p>										
<p><b>Appendix C - 1</b></p>	<p style="text-align: center;"><b>Credit Conversion Chart</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Semester</th> <th>Quarter</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1.5</td> </tr> <tr> <td>2</td> <td>3</td> </tr> <tr> <td>3</td> <td>4.5</td> </tr> <tr> <td>4</td> <td>6</td> </tr> </tbody> </table>	Semester	Quarter	1	1.5	2	3	3	4.5	4	6
Semester	Quarter										
1	1.5										
2	3										
3	4.5										
4	6										
<p><b>Appendix C -3 Co-Curricular Stipends</b></p>	<p>No increase in stipends for 2009-2011 contract.          Add these activities and suggested stipends as recommended by the Cocurricular Committee and approved by the Board. Fund those activities that were conducted starting with the 2009-2010 school year.          BHS Assistant Speech Coach = \$2,542          BHS Fall Flag Line = \$1,756          BHS PROUD = \$1,536          BHS Future Educators of America = \$1,536          BHS Science Quiz Bowl = 1,363</p>										
<p><b>Article VIII Leaves of Absence</b></p>	<p><u>Section 2. Personal Absence:</u> The purpose of personal absence is to provide protection for the teacher so that the employee not suffer income loss for personal affairs. <u>Teachers should not accept a position with another employer knowing that the schedule of that employer is likely to conflict with the established work schedule of the district.</u></p> <p style="padding-left: 40px;"><u>Subd. 2. Limitations:</u></p> <p>a. <u>Personal absence days may not be used to earn income from another employer.</u></p> <p><b>Renumber subsequent subdivisions</b></p> <p>c. No more than (2) licensed staff or five percent of the staff, whichever is greater, at any site may use personal absences on a particular day. Personal days will be granted based on the order requested at the site.</p>										

<p><b>ARTICLE XII RETIREMENT Section 3.</b></p> <p><b>AGREEMENT To clarify protective intent of language</b></p>	<p><u>Section 3. Retirement Health Insurance:</u> Teachers retiring under the Early Retirement Incentive (above in Section 2 of this Article) shall be eligible for <u>the full</u> single-<del>paid</del> premium HMO health insurance payable under the following conditions: (No teacher employed after July 1, 1989, shall be eligible for any provision of this section.)</p> <p><u>Subd. 1.</u> The full amount of the premium for the lowest-cost single HMO/PPO shall be capped at its cost at the time of retirement for those retiring at the end of the 2009-2010 and 2010-2011 years. For teachers retiring from a leave of absence, the full amount of the premium for the lowest cost, single HMO/PPO shall be capped at its cost at the time the teacher went on leave.</p> <p><u>Subd. 2.</u> District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare.</p> <p><u>Subd. 3.</u> District maximum payments shall remain at the identical level established in the year of retirement for the teacher as determined by the applicable single rate of the plan in which the teacher is participating at the time of retirement. Monthly payments to the School District for the balance of the premium shall be made by the retiree to keep the policy in force.</p>
	<p>The district agrees to correct the errant MA + 20, step 5 on the salary schedule such that the salary progression is more even.</p>
<p><b>APPENDIX C - 3 Co-curricular Stipends</b></p>	<p>Co-curricular stipends will remain the same for the 2009-2010 school year. All stipends will be improved by 2%, effective 7.1.2010.</p>
<p><b>APPENDIX C- 4</b></p>	<p>The hourly rates for instruction, workshop, supervision, homebound and the area learning center will remain the same for the 2009-2010 school year. All hourly rates will be improved by 2%, effective 7.1.2010.</p>

**2008-2009  
ABE/ECFE Salary Schedule**

	MA						
	BA	BA + 20	BA + 40	BA + 60	MA + 20	MA + 40	MA + 60
1	23.26	23.97	24.65	25.37	25.88	26.40	26.93
2	23.97	24.65	25.37	26.06	26.58	27.11	27.65
3	24.65	25.37	26.06	26.76	27.30	27.85	28.41
4	25.37	26.06	26.76	27.46	28.01	28.57	29.14
5 - 9	26.06	26.76	27.46	28.16	28.72	29.29	29.88
*10	27.54	28.24	28.96	29.67	30.26	30.87	31.49

**2009-2010  
1% Improvement**

1% salary increase	BA	BA + 20	BA + 40	BA + 60	MA + 20	MA + 40	MA + 60
1	23.49	24.21	24.90	25.62	26.14	26.66	27.20
2	24.21	24.90	25.62	26.32	26.85	27.38	27.93
3	24.90	25.62	26.32	27.03	27.57	28.13	28.69
4	25.62	26.32	27.03	27.73	28.29	28.86	29.43
5 - 9	26.32	27.03	27.73	28.44	29.01	29.58	30.18
*10	27.82	28.52	29.25	29.97	30.56	31.18	31.81

**2010-2011  
1% Improvement**

1% salary increase	BA	BA + 20	BA + 40	BA + 60	MA + 20	MA + 40	MA + 60
1	23.73	24.45	25.15	25.88	26.40	26.93	27.46
2	24.45	25.15	25.88	26.58	27.12	27.66	28.21
3	25.15	25.88	26.58	27.30	27.84	28.40	28.97
4	25.88	26.58	27.30	28.01	28.57	29.14	29.73
5 - 9	26.58	27.30	28.01	28.73	29.30	29.89	30.48
*10	28.09	28.81	29.54	30.27	30.87	31.49	32.12

**Memorandum of Understanding  
Between  
The Burnsville Education Association and the  
School Board of Independent School District #191**

Under the direction of building principals, staff development committees at each site will have the opportunity to review and revise the site staff development plans consistent with the Board approved professional development plan. This task will be completed by the end of first semester (January 22, 2010.)

Each site will be provided up to 10 substitute days to be used over 2 days to complete the revised plans.

Site staff development plans will be approved by the professional staff development advisory committee.

## 2009 - 2010 TEACHER SALARY SCHEDULE

<b>BEA Salary Schedule</b>							
<b>2009 - 2010</b>							
1% STEP	Salary Increase						
	BA	BA+20	BA+40	BA+60	MA+20	MA+40	MA+60
				MA			
				PHD			
1	34,457	35,895	37,155	38,956	40,756	42,429	44,543
2	34,485	35,925	37,185	38,986	40,786	42,457	44,572
3	34,517	35,956	37,215	39,016	40,816	42,489	44,602
4	35,184	36,414	38,036	41,030	44,215	44,929	47,154
5	36,053	37,603	39,367	42,550	46,245	47,134	49,155
6	38,218	39,783	41,730	44,985	47,174	49,381	52,000
7	40,452	41,566	43,315	46,819	49,026	51,030	54,033
8		43,883	45,307	48,872	50,875	53,473	56,090
9			48,385	51,286	53,880	56,683	59,484
10				54,245	56,843	59,647	62,651
11				58,059	60,970	63,920	67,224
12				61,773	64,762	67,936	71,275
13							
14							
* A	42,527	46,745	51,694	65,247	68,683	72,313	76,609
* B	45,587	49,251	54,753	67,737	71,586	75,642	81,184

\*A = A teacher shall be eligible for the first career step A after **completing** fourteen (14) satisfactory years of service in District 191(See Article V, Sections 9 and 10)

\*\* B = A teacher shall be eligible for a second careet step B after **completing** nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10)

2010 - 2011 TEACHER  
SALARY SCHEDULE

STEP	BA	BA+20	BA+40	BA+60	MA	MA+20	MA+40	MA+60	PHD	
1	34,802	36,254	37,527	39,346	39,346	41,164	42,853	44,988	44,988	
2	34,830	36,284	37,557	39,376	39,376	41,194	42,882	45,018	45,018	
3	34,862	36,316	37,587	39,406	39,406	41,224	42,914	45,048	45,048	
4	35,536	36,778	38,416	41,440	41,440	44,657	45,378	47,626	47,626	
5	36,414	37,979	39,761	42,976	42,976	46,707	47,605	49,647	49,647	
6	38,600	40,181	42,147	45,435	45,435	47,646	49,875	52,520	52,520	
7	41,857	41,982	43,748	47,287	47,287	49,516	51,540	54,573	54,573	
8	41,857	45,322	45,760	49,361	49,361	51,384	54,008	56,651	56,651	
9	41,857	45,322	49,869	51,799	51,799	54,419	57,250	60,079	60,079	
10	41,857	45,322	49,869	54,787	54,787	57,411	60,243	63,278	63,278	
11	41,857	45,322	49,869	58,640	58,640	61,580	64,559	67,896	67,896	
12	41,857	45,322	49,869	63,391	63,391	66,410	69,615	72,988	72,988	
13	41,857	45,322	49,869	63,391	63,391	66,410	69,615	72,988	72,988	
14	41,857	45,322	49,869	63,391	63,391	66,410	69,615	72,988	72,988	
15 * A	43,952	48,212	53,211	66,899	66,899	70,370	74,036	78,375	78,375	CAREER A
16	43,952	48,212	53,211	66,899	66,899	70,370	74,036	78,375	78,375	
17	43,952	48,212	53,211	66,899	66,899	70,370	74,036	78,375	78,375	
18	43,952	48,212	53,211	66,899	66,899	70,370	74,036	78,375	78,375	
19	43,952	48,212	53,211	66,899	66,899	70,370	74,036	78,375	78,375	
20 *B	47,043	50,744	56,301	69,414	69,414	73,302	77,398	82,996	82,996	CAREER B

= A teacher shall be eligible for the first career step A after **completing** fourteen (14) satisfactory years of service in District 191(See Article V, Sections 9 and 10)

\*\* B = A teacher shall be eligible for a second careet step B after **completing** nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10)

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**Agenda III-B  
December 17, 2009**

**TO: Members, Board of Education  
Dr.Clegg**

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

**DATE: December 16, 2009**

**RE: Approve the Resolution relating to a lease-purchase financing and authorizing the execution of documentation relating thereto.**

**RECOMMENDATION: that the Board of Education approve the Resolution relating to a Lease-Purchase Financing and authorizing the execution of documentation relating thereto.**

In response to the need to finance over a five-year period the equipment and related costs for the district telephony system and data infrastructure upgrade, we contacted Ehlers and Associates for their assistance in preparing an RFP for the lease purchase financing. Results of the RFP will be provided at the meeting.

I recommend the Board of Education approve the Resolution relating to a lease-purchase financing and authorizing the execution of documentation relating thereto.

CERTIFICATION OF MINUTES RELATING TO  
LEASE-PURCHASE AGREEMENT

Issuer: Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A special meeting held December 17, 2009, at 7:00 o'clock a.m., at the Administrative Services Center in Burnsville, Minnesota.

Members present:

Banyard, Currier, Hill, Sweep, Martin

Members absent:

Luth, Morrison

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO A LEASE-PURCHASE  
FINANCING AND AUTHORIZING THE EXECUTION OF  
DOCUMENTATION RELATING THERETO

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer December 17, 2009.



School District Clerk

Member Currier introduced the following resolution and moved its adoption, which motion was seconded by Member Sweep:

RESOLUTION RELATING TO A LEASE-PURCHASE  
FINANCING AND AUTHORIZING THE EXECUTION OF  
DOCUMENTATION RELATING THERETO

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota (the District), as follows:

Section 1. Authorization.

1.01. This Board hereby determines to acquire and install a telephone system and related improvements in various District facilities (the Equipment). The cost of the Equipment is expected to be approximately \$1,110,000. In order to finance such Equipment costs, this Board hereby finds, determines and declares that it is necessary and desirable and in the best interests of the District to enter into a lease-purchase agreement with respect thereto.

1.02. The District has retained Ehlers & Associates, Inc. (Ehlers & Associates, Inc.) as independent financial advisor in connection with the lease-purchase financing of the Equipment. Ehlers & Associates, Inc. has solicited on behalf of the District proposals from financial institutions. The most favorable of the offers received is from Wells Fargo Securities, (the Purchaser), which has proposed to finance the principal amount of approximately \$1,100,000 at an annual interest rate of 3.73%, and on the further terms and conditions as hereinafter set forth. Such offer is hereby accepted and the lease-purchase financing of the Equipment is awarded to the Purchaser.

1.03. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the execution of the lease-purchase agreement having been done, existing and having happened, it is necessary for this Board to establish the terms thereof, to approve the execution of documentation relating thereto and to direct the execution of the lease-purchase agreement forthwith.

Section 2. Documentation; Execution and Delivery; Terms.

2.01. There will be prepared and presented to this Board a copy a form of the Lease-Purchase Agreement to be dated as of January 12, 2010 (the Lease), by and between the District and the Purchaser, which is now or shall be placed on file in the office of the Clerk.

The form of the Lease is approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by the District's attorney and bond counsel.

2.02. Upon finalization of the Lease and the execution thereof by the other parties thereto, the Chairperson and Clerk shall execute and deliver the Lease on behalf of the District. The Chairperson and Clerk shall execute on behalf of the District such other contracts, certifications, documents or instruments as the bond counsel to the District shall require, and all

certifications, recitals, warranties and representations therein shall constitute the certifications, recitals, warranties and representations of the District. Execution of any instrument or document by one or more appropriate officers of the District shall constitute and shall be deemed conclusive evidence of the approval and authorization by the District and this Board of the instrument or document so executed.

2.03. The District's payment obligations under the Lease shall be payable in equal semi-annual installments, due each January 12 and July 12, commencing July 12, 2010 and ending on January 12, 2015. The Lease shall be subject to prepayment by the District as set forth in the proposal of the Purchaser. The District's obligations under the Lease shall be subject to termination at the end of each fiscal year of the District in the event that this Board should determine not to appropriate moneys sufficient for the continued performance of the Lease by the District, and the full faith and credit and ad valorem taxing powers of the District shall not be pledged to the payment of the District's obligations thereunder.

Section 3. Exemption from Disclosure Requirements. The provisions of SEC Rule 15c2-12 do not apply to the Lease because the Lease is issued in minimum denominations of \$100,000 and meets the other requirements of paragraph (d)(1) of Rule 15c2-12.

Section 4. Qualified Tax-Exempt Obligation. The District hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations, other than private activity bonds, which will be issued by the District during calendar year 2010 does not exceed \$30,000,000.

Upon vote being taken thereon, the following voted in favor thereof:

Banyard, Currier, Hill, Sweep

and the following voted against the same:

None

ABSTAIN: Martin

whereupon the resolution was declared duly passed and adopted.

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**Agenda III.C  
December 17, 2009**

**TO: Members, Board of Education**

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

**DATE: December 16, 2009**

**RE: Approve Contract with MATRIX COMMUNICATIONS for Telephony System**

**RECOMMENDATION: That the Board of Education approve the contract with MATRIX COMMUNICATIONS for the telephony system included in the bid approved on October 22, 2009.**

**On October 22, 2009 the Board of Education approved the bids received from Matrix Communications on the district's telephony system, and the bid received from TIES on the related network infrastructure upgrade. Since this approval, a significant amount of time has been spent in developing the detailed list of equipment to order and a timeline for implementation of the network infrastructure upgrade and the cut-over to a new telephony system. The timeline may begin as soon as the last week in December to take advantage of the winter break period where the network system may be taken down for a period of time with the least disruption to staff and students.**

**The MATRIX COMMUNICATIONS contract is included for approval.**

**It is my recommendation that the Board of Education approve the MATRIX COMMUNICATIONS contract for telephony system in the amount of \$500,726.00. This amount includes \$453,762 for equipment, software and maintenance, and \$46,964 for the installation and training.**