

# BOARD AGENDA INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
April 08, 2010  
6:30 PM

- I. Call to Order
  - A. Welcome
  - B. Pledge of Allegiance
  - C. Public Recognition
    - 1. Kaylee Snyder, Statewide Volunteer Leadership Award
- II. Business Meeting
  - A. Approval of Agenda
  - B. Consent Agenda

Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.

    - 1. Meeting Minutes 3
    - 2. Human Resources Report 6
    - 3. Donation of \$250 from John Henry Foster for the BHS Robotics Team; \$50 from Charles Puffer and \$100 from Quilt Yourself for a kiosk at Harriet Bishop Elementary; \$14 from Yolanda Raichert and \$13 company match from Blue Cross/Blue Shield to Gideon Pond Elementary; \$250 from Mackin Educational Resources to Gideon Pond in support of their School of Excellence recognition program; and, a 1998 Mercury Sable from Mary Holewa to the BHS Consumer Auto class 7
    - 4. Approve an extended field trip for the BHS vocal music department in 2011 11
    - 5. Schedule a Closed Session during the April 8, 2010 Board meeting for discussion of private student data 12
- III. Unfinished Business
- IV. New Business
  - A. Approve ESL and Special Ed staffing ratios (5 minutes) (Grissom) 13
  - B. Approve the 2010-2015 Professional Development Plan (10 minutes) (Novak) 14
  - C. Approve the 2010-2011 Model Elementary and Secondary Professional Development Plans (20 minutes) (Novak) 16
  - D. Approve the 2010-2011 Integration Budget (10 minutes) (Shulman) 18
  - E. Approve the 2011-2012 school calendar (5 minutes) (Grissom) 27
  - F. Approve contract award for student transportation services for a 2-year period commencing July 2010 (10 minutes) (Rider) 29
  - G. Approve adjusted kindergarten start date for the 2010-2011 school year (10 minutes) (Novak) 34

H. Approve late start days for the 2010-2011 school year (10 minutes) (Novak)	36
I. Approve collective bargaining agreement with the Association of Clerical Employees for 2009-2011 (5 minutes) (Grissom)	38
J. Approve the selection of 2009-2010 auditor (10 minutes) (Ryder)	65
K. Approve, on a first reading basis, revisions to Policy HFA, HO & HO-R, FEB, and ECF and ECF-R (5 minutes) (Clegg)	67
V. Reports	
A. Student Advisor	
B. Superintendent	
C. Board Members	
VI. Recess to Closed Session for discussion of private student data	
VII. Reconvene to take appropriate action	
VIII. Adjourn	

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 March 18, 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, Luth, Martin, Morrison, Sweep and Chair Currier. Others in attendance were Superintendent Clegg, Student Advisor Elsagher, administrators and staff.

Attendance

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

Pledge of Allegiance

Moved by Director Banyard, seconded by Director Sweep, to approve the agenda. Motion carried unanimously (7,0).

Agenda

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

Consent Agenda

- Minutes of the March 4, 2010 board meeting
- Personnel changes for E. Mehdizadeh, L. Berg, C. Goedtke, M. Moe, K. Zempel, M. Roeske, L. Rumpza, E. Abrahamson, S. Esser, K. Griffin, S. McGill, J. Adrian, H. Burkhardt, D. Hall, J. Sampson, L. Beerling, J. Buchner, M. Racette, D. Haugen, K. Peck
- Donation of \$150 from Patty Nichols to Burnsville High School
- Approve February payroll checks numbered 714069-714187, and Direct Deposit notices numbered 381276-384580, in the net amount of \$4,071,456.73. February and March claims to date represented by checks numbered 396313-397131, 1000273-1000471, 100413-100418 and wire transfers and adjustments totaling \$6,367,092.25. Also, that the Board accepts February receipts of \$9,104,602.92 and investments for General Operations and Alt. Facilities and OPEB of \$27,665,216.15 as of February 28, 2010.
- Accept the Budget Analysis for the Month ending February 28, 2010
- Approve, on a second reading basis, revisions to the following Board Policies: Communicable Diseases – Students, Policy JHCC; Communicable Diseases – Employees & Staff, Policy GBEA; Public Participation in School Board Meetings/ Complaints About Persons at School Board Meetings and Data Privacy Considerations, Policy BDDH; Conflict of Interest –

Minutes

HR Report

Donations  
 Payroll, Claims  
 and Receipts

Budget Analysis

Board Policy  
 Revisions

<p>School Board Members, Policy BBFA; School Board Meeting Minutes, Policy BDDG; Development, Adoption and Implementation of Policies, Policy BF; and, Student Fees, Fines and Charges, Policy JN</p> <ul style="list-style-type: none"> <li>- Approve the revised job description for the position of District Literacy Coordinator</li> <li>- Approve an extended field trip request for the BHS FreeStyle to New York, NY, April 6-10, 2010</li> <li>- Approve the Joint Powers Agreement with the City of Burnsville for operation of the Senior Citizens Center for the three year period commencing 1/1/10</li> <li>- Approve a request from the Watters Family Home School to have a student participate on the District #191 Freshman Baseball team</li> </ul>	<p>Job Description</p> <p>Trip Request</p> <p>Joint Powers Agreement</p> <p>Player Request/ Baseball</p>
<p>Chair Currier made special mention of the generous donation. Motion carried unanimously (7,0).</p>	
<p>Moved by Director Banyard, seconded by Director Morrison, to adopt a resolution to attain efficient school utilization and balanced enrollments through implementation of targeted incentives in Independent School District 191. Motion carried unanimously (7,0).</p>	<p>School Utilization and Balanced Enrollments</p>
<p>Moved by Director Banyard, seconded by Director Hill, to adopt a resolution immediately terminating the contracts of the following teachers who have not returned from leave: Christine Boberg, Jennifer Brophy, John Jacobson, Kathleen Kero, Heidi Knaus, Amy Kodet, Kathryn Langdon, Patricia McGuigan, Heather Norman, Gail Peterson, Kristine Pierson, and Nicole VanDaalen. A roll call vote was taken and the motion carried unanimously (7,0 with Directors Banyard, Hill, Luth, Martin, Morrison, Sweep and Chair Currier voting in favor, none opposed).</p>	<p>Terminate Contracts of Teachers (Not Returned from Leave)</p>
<p>Moved by Director Luth, seconded by Director Sweep, to adopt a resolution immediately discharging a classified employee. A roll call vote was taken and the motion carried unanimously (7,0 with Directors Banyard, Hill, Luth, Martin, Morrison, Sweep and Chair Currier voting in favor, none opposed).</p>	<p>Discharge Classified Employee</p>
<p>Moved by Director Morrison, seconded by Director Banyard, to approve the following instructional staffing ratios for the 2010-2011 school year:  26.85:1 for Elementary  25.88:1 for Junior High  30.98:1 for Senior High  Motion carried unanimously (7,0).</p>	<p>2010-2011 Staffing Ratios</p>

Moved by Director Hill, seconded by Director Banyard, to approve 2009-2010 Integration and Equity Budget transfers identified. Motion carried unanimously (7,0).

Budget Transfers

Moved by Director Banyard, seconded by Director Luth, to adjourn to a Board Workshop and Closed Session at 7:05 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: April 8, 2010

RE: Recommended Personnel Changes

**Administrative  
Appointment**

Lyle Bomsta -Principal, Wm. Byrne, 12 mo/yr, effective 6/28/10

**Certified  
Appointment**

Crystal Nurmela -Long term substitute, 1.0 FTE, SO, effective 4/5/10 – 6/11/10

**Leave of Absence**

Kim Wegener -Teacher, Rahn, requests a 1.0 FTE parental leave of absence, effective 8/30/10 – 10/22/10

**Resignation**

Gina Singer -Nurse (currently on leave), effective 3/16/10

**Retirement**

Jean Sommerville Kellogg -Teacher (currently on leave), after 17 years with the District, effective 6/11/10

**Classified  
Appointment**

Diane Holker \*MEA, ECSE, 26 hrs/wk, effective 4/5/10

Kimberly Robison \*MEA, ECSE, 29.5 hrs/wk, effective 4/6/10

**Retirement**

Char Bartlett \*Secretary, Rahn, after 27 years in the District, effective 6/30/10

Janet R. Shaffer \*Contract Management Specialist, Human Resources, after 24 years in the District, effective 7/31/10

**Change in Assignment**

Linda Schroeder -Assistant Cook Manager, assignment changes to 6 hrs/day, HB, effective 4/5/10

**COMMUNITY EDUCATION**

**Return from Leave**

Diane Arps \*Program Supervisor, PPK, requests to return from leave, effective May 24, 2010

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 04/08/2010



II.B.3

**TO:** Dr. Clegg  
**FROM:** Dave Helke  
**DATE:** March 23, 2010  
**RE:** Donations

Please accept the following \$250 donation to Burnsville Senior High School to sponsor the Robotics Team.:

John Henry Foster  
3103 Mike Collins Dr.  
Eagan, MN 55121

To: Dr. Randy Clegg

II.B.3

From: Rob Nelson

CC: Rose Herrmann (Code – 01-491-203-000-096-007)

Date: March 19, 2010

Memo: Charles W. Puffer & Quilt Yourself

I am pleased to inform you that Harriet Bishop Elementary School has received a donation in the amount of \$50.00 from Charles W. Puffer and a donation in the amount of \$100.00 from Quilt Yourself. These donations are to go towards the new three-sided kiosk that is located outside the front entrance of the school.

I recommend that the School Board accept this donation from Charles W. Puffer and Quilt Yourself.

/jh

DATE: March 24, 2010

II.B.3

TO: Superintendent Clegg  
Board of Education

FROM: Laura Pierce, Principal

RE: Donations

I recommend the Board of Education recognize and accept the following donations:

\$14.00 received from Mrs. Yolanda Raichert through the Blue Cross/Blue Shield United Way campaign

\$13.00 received from Blue Cross/Blue Shield as a company match for employee donations

\$250.00 received from Mackin Educational Resources

The donations from Mrs. Raichert and Blue Cross/Blue Shield will be used to enhance the learning opportunities for our students. The donation from Mackin will be used to support our School of Excellence recognition program.

I am grateful for the generous support from Mrs. Raichert, Blue Cross/Blue Shield and Mackin Educational Resources.



II.B.3

**TO: Dr. Clegg**  
**FROM: Dave Helke**  
**DATE: March 29, 2010**  
**RE: Donation of car**

It is my recommendation that we accept the donation of a 1998 Mercury Sable from Mary Holewa. This car will be disassembled next semester in the Consumer Auto class to give the students the opportunity to work with the tools of the trade, and to demonstrate and explain the subsystems of the automobile.

Mary Holewa  
13225 Glenhurst Ave  
Savage, Mn 55378

**TO: Members of the School Board**  
**FROM: Lisa K. Rider, Executive Director of Business Services**  
**DATE: April 8, 2010**  
**RE: Extended Field Trip – BHS Vocal Music Department to Hawaii March, 2011**

**Recommendation:** That the school board approve an extended field trip for the BHS Vocal Music Department to Hawaii March 23-29, 2011.

The Burnsville High School Vocal Music Department is planning an extended field trip to Hawaii from March 23-29, 2011. Pursuant to District policy the school board must approve student trips outside of the state. The proposal is consistent with School Board Policy. Pertinent data is shown on the application form as prepared by Martha Schmidt & Bryan Fisher.

I recommend approval.

LKR

Attachments: Application for Approval



---

TO: Members, Board of Education Agenda Item II.B.5  
April 8, 2010

FROM: Randy Clegg, Superintendent

DATE: April 8, 2010

RE: Schedule Closed Session

**Recommendation:** That the Board of Education schedule a Closed Session during the scheduled board meeting on April 8, 2010 at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education 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 April 8 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.

# INDEPENDENT SCHOOL DISTRICT 191 BURNSVILLE – EAGAN – SAVAGE Human Resources

---

Agenda Item: IV.A.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: April 8, 2010

RE: **ESL and Special Education Staffing Ratios for 2010 - 2011**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE STAFFING RATIOS OF 40:1 FOR ELEMENTARY ESL STUDENTS, 33:1 FOR SECONDARY ESL STUDENTS, 17:1 FOR SECONDARY SPECIAL EDUCATION RESOURCE STUDENTS, AND 14.5:1 FOR ELEMENTARY SPECIAL EDUCATION RESOURCE STUDENTS FOR THE 2010 - 2011 SCHOOL YEAR**

**Discussion:**

Each year the Board of Education approves staffing ratios for the coming school year. As with instructional staffing, it is recommended the ratios for special education resource students and ESL students remain the same as during the current school year.

TO: Members of the Board of Education  
Superintendent Randall Clegg  
Agenda IV.B  
April 8, 2010

FROM: Sandi Novak, Assistant Superintendent  
Michelle Schwab, Director of Professional Development

DATE: March 25, 2010

RE: District 191's Professional Development Plan for 2010-2015

**RECOMMENDATION:** That the Board of Education approve the 2010-2015 Burnsville-Eagan-Savage Professional Development Plan

The purpose of the Burnsville-Eagan-Savage Schools' professional development program is to cyclically plan, implement, and assess research based instruction and assessment strategies used in our schools and classrooms to improve student performance. Through comprehensive planning and reflection, we have the ability to continuously improve our professional development program and how students and staff are served. The focus for 2009-10 was to consistently pursue and derive high expectations for instruction and assessment by creating and sustaining professional learning communities with a focus on literacy. This was accomplished by purposefully aligning the professional work of our staff around state standards, student learning outcomes, and data reviews related to curriculum, instruction, assessment, and the classroom learning environment.

The 2009-10 professional development occurred in several ways, across many genres, and within various contexts. The comprehensive program included a district wide systematic approach that empowered a collection of effective teacher leaders to contribute to the implementation of the plan across all school sites. The design of the system allowed the teacher leaders to interact and operate interdependently in their content areas while utilizing their expertise to support and enrich the entire system. We recognized this strength in design and strategically provided resources in several areas for support.

Various groups of teacher leaders were involved in the implementation of the 2009-10 district wide professional development plan. They supported the implementation of the plan through on-going leadership, coaching, facilitation, and evaluation. This leadership, flexibility, and interdependent design allowed the effective and efficient delivery of new learning to mass audiences in scaffolded pieces, while ensuring the goals of the plan stay central. In addition to teacher leadership groups, each professional development day and site based professional learning community helped sustain a foundational base of core beliefs and practices about high expectations for all staff and students.

---

Ongoing, job-embedded professional learning communities (PLCs) were central to examining school improvement efforts. District workshop days and late start days provided the opportunity to develop a foundation that connected the key elements of professional learning communities while embedding literacy in each content area. During various PLC observations it was noted that teachers were discussing how student growth must be results-driven and begin with a clear focus on expectations aligned to learning targets. Staff members were provided time, data, coaching, observations, and ongoing support to effectively analyze and respond to student needs. This support was embedded within the PLC model for 2009-10.

Staff members were organized into PLCs by grade level, content area, or common student assignment. PLCs met a minimum of two times per month and addressed essential student learning outcomes, research based instruction and assessment strategies, goal alignment to literacy, and responded to student data. Continuous reflection on the classroom learning environment, cultural background, equity, and the unique needs of students were embedded in the questions used for dialogue and the applications for learning between PLC sessions. While the number of PLC sessions varied from site to site, all staff attended job-embedded professional development related to literacy, data, and/or research based practices for a minimum of ninety minutes per month.

Reflection is an important element of learning, especially for adults. The professional development plan required staff to reflect on their practices both individually and as a team. Each site used guiding questions to increase the opportunity for deep analysis and reflection related to student achievement.

The continuous integration of these key processes will result in a viable, aligned curriculum and enhanced instruction. This integration will require consistency and articulation in the delivery of content across grade levels and courses. As we look ahead to the 2010-15 professional development plan, we will continue to purposefully align the intended curriculum, assessed curriculum, and taught/learned curriculum with instructional and assessment practices. We will also strive to know and understand our students' cultures, learning style preferences, interests, and wealth of prior knowledge. The 2010-2015 Professional Development Plan creates a long range professional development outline that meets the needs of our student population, addresses concerns expressed by staff, and aligns with researched best practices.

There are many ways to improve the quality of teaching and student learning. Research shows that professional learning can have a powerful effect on teacher knowledge and skills as well as on student learning. To be effective, it must be sustained, focused on important content, and embedded in the work of collaborative professional learning teams that support ongoing improvements in teachers' practice and student achievement (Yoon, 2007; Cohen & Hill, 1998; Corcoran, McVay & Riordan, 2003; Supovitz, Mayer, & Kahle, 2000). The district's professional development plan adheres to these criteria.

TO: Members of the Board of Education  
Superintendent Randall Clegg  
Agenda IV.C.  
April 8, 2010

FROM: Sandi Novak, Assistant Superintendent  
Michelle Schwab, Director of Professional Development

DATE: March 25, 2010

RE: District 191's Model Professional Development Plans for 2010-2011

**RECOMMENDATION:** That the Board of Education approve the 2010-2011 Burnsville-Eagan-Savage Model Elementary and Secondary Professional Development Plans

As per Board Policy GCL, a Professional Development Advisory Committee was established this year to guide the development of professional development plans. They also assisted in the evaluation of professional staff development provided by the district. This 40+ member committee was comprised of representatives from all schools and special groups. They served in an advisory capacity to the superintendent through five meetings. The Teaching and Learning Leadership Team worked collaboratively with the committee and was charged with developing the written plan. Drafts were continuously shared by the Leadership Team with all stakeholders as they were being developed. Changes were made throughout the process based on input from the Advisory Committee. Administrators also received information periodically throughout this developmental process.

In developing the 2010-2011 Model Professional Development Plans for elementary and secondary teachers, several factors were taken into consideration including:

- The instructional needs of our students based on current performance on standardized assessments
- The professional development needs of teachers to meet student needs
- Federal, state, and district mandates for AYP, ProPay, Professional Development, Special Education, English Language Learners, and Titles programs
- Professional research of what works in professional development to improve student achievement
- Results of a district wide survey from staff about their perceptions related to our current PD Plans
- Integration of many initiatives (impact of changing demographics, ProPay, AYP, Title requirements, magnet programs, etc) within the district

Consistent with last year's multi-year plan, there are three goals:

---

1. Educators in District 191 will support and extend the comprehension development of students by explicitly teaching and modeling the process of using strategic thinking and problem solving to construct meaning from texts and ideas. By 2014, 100% of students in grades 3-10 will be proficient in reading as measured on the MCA tests.
2. Educators in District 191 will consistently employ strategies that increase students' capacities to analyze, reason, and communicate ideas as they pose, formulate, solve, and interpret mathematical problems in a variety of situations. By 2014, 100% of students in grades 3-10 will be proficient in mathematics as measured on the MCA tests.
3. Educators in District 191 will support and extend the implementation and practice of focused collaboration and reflection. Educators will develop ongoing collaborative dialogue and reflection on effective practice and data analysis related to student achievement.

Based on staff input from various groups, the number of benchmarks supporting these goals has been reduced. Staff indicated it would be more advantageous to study topics in-depth rather than broadly covering many different concepts. As a result, seven (7) benchmarks under Goal 1 were reduced to three (3) benchmarks.

The essence of the annual plan for both elementary and secondary requires teachers to meet regularly in professional learning communities organized by grade-level or content-area assignments. The purpose of maintaining the PLCs is for staff members to continue their investigations, analysis, and reflections of what is affecting student learning. The professional development for teachers will follow a process of continuous improvement with purposeful intent to plan, implement, and assess research based instructional and assessment strategies. The annual plans are cyclically once again to build consistency. They include opportunities for educators to enhance their learning through highly engaging training sessions, collegial lesson design, peer modeling and coaching, and reflection on the impact on student performance. This process will begin in the fall with the administration of assessments and inventories.

In 2010-2011, the primary focus for elementary teachers will be on using the AIMSweb assessment tools while learning more about progress monitoring for students not on track with grade level growth targets. The focus for secondary teachers will be on differentiated instruction with an emphasis on student interests and learning profiles. Throughout 2010-11, teachers will access, analyze, and respond to student data. These new tools and data points will be in addition to the data sources they learned in 2009-10. These additional data sources will be important tools for determining interventions for students needing alternative opportunities for learning content.

Model plans developed by the Teaching and Learning Leadership Team and endorsed by the Professional Development Advisory Committee follow.

As studies have shown, the steps we take to improve teacher skills and knowledge within our district will pay off in better results for students. This effort will require that we continue to refine our approach to what we know works in order to improve student achievement. These model plans are based upon a body of research with proven results. Working together, we can meet the demands for improvements that are being thrust upon us with increasing urgency.

To: Members, Board of Education  
Dr. Randall Clegg, Superintendent

Agenda Item IV.D  
April 8, 2010

From: Ellen Shulman, Integration and Equity Coordinator

Date: April 6, 2010

RE: 2010-2011 Integration Budget

**Recommendation:** That the Board of Education approve the proposed 2010-2011 Integration budget.

### Discussion

The Minnesota Department of Education (MDE) provides funding for the state's mandated integration program. The Burnsville-Eagan-Savage school district receives funds from MDE for the purpose of implementing the joint integration plan that was approved by the ISD 191 and ISD 194 School Boards. Each school district that receives integration funding must annually submit a budget to MDE for the upcoming school year. The deadline for submitting a budget to MDE for the 2010-2011 school year is April 15, 2010.

The attached budget request is based on \$1,437,684 in integration revenue for fiscal year 2010-2011. Integration revenue is determined on a per pupil basis. Our school district is eligible for approximately \$1,437,684 in integration revenue for 2010-2011 school year. This budget was formulated with input from the Integration and Equity Advisory Committee, Dr. Clegg, Stacey Wells (Equity and Integration Director in Lakeville), and other ISD 191 staff. **The 2010-2011 budget will continue to support the following:**

- Integration and Equity Coordinator
- 2 Cultural Liaisons
- 4 Magnet programs
- Integrated Student Learning (ISL) grants
- School Diversity Coordinators (SDCs)
- Staff development

There are a few additions/changes in the 2010-2011 budget that enhance integration and equity for the students in ISD 191 as compared to the 2009-2010 budget. We have identified a number of district needs that Integration can directly support for the 2010-2011 school year. **The 2010-2011 budget will support the following new initiatives:**

- Scholarships for 20 students to attend all day kindergarten at Rahn Elementary. This is directly related to the incentives plan approved by the board in March.
- A Cultural Liaison to work directly with African American students and families.
- After-school activities for students by providing after-school buses for students who need transportation.
- AVID (Advancement Via Individual Determination)

The Integration and Equity goals will be reached with the help of existing programs and the new initiatives to be implemented for the upcoming 2010-2011 school year.



## Integration Revenue Budget Worksheet FY11

Use this worksheet to provide updated budget data that will be used to calculate FY11 Integration Revenue. Address questions on Integration Revenue budget submission to the Office of School Choice Programs and Services, 651-582-8520. Return the completed worksheet with supporting pages from the locally approved budget by April 15th, 2010, to Valarie.Cochran@state.mn.us. Electronic submission is required.

**District Name:** Burnsville/Eagan/Savage  
**District Number:** 191  
**Collaborative:** \_\_\_\_\_  
**District Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**Partner Districts:**

Lakeville ISD #194		

List all Racially Identifiable school sites in your district:

Integration Revenue	
Alternative Attendance Revenue	
<b>TOTAL REVENUE</b>	
 Integration Revenue Contributed to Collaborative	

*Notes or Comments:*

**CERTIFICATION STATEMENT**

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2011 Integration Revenue budget that was approved by the school board.

Board Approval Date \_\_\_\_\_

School Board Chair		Date	
Superintendent		Date	

MDE Approval: \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Summary**

**District Number:**

**District Name:**

Please insert Inter-district integration goal #1 from your district's desegregation plan:

Line Item Description	UFARS Code (Required)					Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ	UFARS OBJ		
Provide a short description of the expenditure. i.e. "Spanish Teachers"							Resubmit this form with the actual FY09 expenditures by 9/15/09
Coordinator	005	610	315	110	110	\$ 35,000.00	
	005	610	315	140	140		
Coordinators	005	610	315	143	143	\$ 335,000.00	
	005	610	315	144	144		
Substitutes	005	610	315	145	145	\$ 31,000.00	
Clerk	005	610	315	170	170	\$ 36,700.00	
Cultural Liaisons	005	610	315	175	175	\$ 93,400.00	
SDCs/ExtraHrs	005	610	315	185	185	\$ 152,500.00	
	005	610	315	186	185		
FICA	005	610	315	210	210	\$ 52,000.00	
PERA	005	610	315	214	214	\$ 9,200.00	
TRA	005	610	315	218	218	\$ 30,000.00	
Benefits	005	610	315	220	220	\$ 104,180.00	
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Consulting	005	610	315	305	305	\$ 204,495.00	
	005	610	315	319	305		
	005	610	315	325	329		
Postage	005	610	315	329	329	\$ 6,000.00	
Transportation	005	610	315	360	360	\$ 100,000.00	
Trav/Reg	005	610	315	366	366	\$ 60,000.00	
	005	610	315	370	370		
	005	610	315	380	305		
	005	610	315	381	305		
	005	610	315	401	401		
Materials	005	610	315	430	430	\$ 100,000.00	
Food	005	610	315	490	490	\$ 5,000.00	
FFE	005	610	315	530	530		
	005	610	315	535	535		
	005	610	315	555	555	\$ 83,209.00	
<b>TOTAL</b>						<b>\$ 1,437,684.00</b>	<b>\$ -</b>

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<input type="text"/>	<input type="text"/>	0	0
Participation from Your District:	<input type="text"/>	<input type="text"/>	0	0
Total Program Participation:	<input type="text"/>	<input type="text"/>	0	0

Notes or Comments:



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Goal 1**

**District Number:** 191

**District Name:** Burnsville/Eagan/Savage

*Goal 1 states that all students in the two integration districts will have increased opportunities for voluntary interracial contacts that exemplify and teach respect for diverse populations. We will develop after school and summer programs that promote students from both districts to come together and interact, develop parallel programming for students and staff to get together during the school day, and plan for the implementation of magnet programs that will be available to students in both districts beginning in the fall of 2009.*

Line Item Description	UFARS Code (Required)					Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ	UFARS OBJ		
Provide a short description of the expenditure. i.e. "Spanish Teachers"						Provide the total amount budgeted for this line item.	Resubmit this form with the actual FY08 expenditures by 9/15/08
	005	610	315	110	110		
	005	610	315	140	140		
Magnet Coords	005	610	315	143	143	\$ 266,440.00	
	005	610	315	144	144		
Substitute Teachers	005	610	315	145	145	\$ 27,000.00	
	005	610	315	170	170		
	005	610	315	171	170		
ExtraHrs/DesignTeams	005	610	315	185	185	\$ 64,000.00	
	005	610	315	186	185		
FICA	005	610	315	210	210	\$ 27,814.00	
PERA	005	610	315	214	214		
TRA	005	610	315	218	218	\$ 19,766.00	
Benefits	005	610	315	220	220	\$ 58,645.00	
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Contracted Services	005	610	315	305	305	\$ 77,000.00	
	005	610	315	319	305		
	005	610	315	325	329		
Postage	005	610	315	329	329	\$ 1,500.00	
	005	610	315	360	360		
Staff Mileage/Travel/Reg	005	610	315	366	366	\$ 47,000.00	
	005	610	315	370	370		
	005	610	315	380	305		
Printing fees	005	610	315	381	305		
	005	610	315	401	401		
Materials	005	610	315	430	430	\$ 85,000.00	
Food	005	610	315	490	490	\$ 1,000.00	
	005	610	315	530	530		
	005	610	315	530	530		
Technology	005	610	315	555	555	\$ 83,209.00	
<b>TOTAL</b>						<b>\$ 758,374.00</b>	

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:				
Participation from Your District:				
Total Program Participation:				

*Notes or Comments:*



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Goal 2**

**District Number:**

**District Name:**

*Goal 2 states that all students in the two joint integration school districts have equal access and opportunities in an infrastructure that is fair and equitable. Our objectives are to promote academic achievement that assures all students are college ready, to ensure a system in which all students feel safe and valued, to provide educational opportunities for students to gain cultural competencies and an understanding of the cultural groups in each community, to ensure a system in which all students have equal access to school programs, and to ensure administrative support and oversight.*

Line Item Description	UFARS Code (Required)					Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ	UFARS OBJ		
Provide a short description of the expenditure. i.e. "Spanish Teachers"						Provide the total amount budgeted for this line item.	Resubmit this form with the actual FY08 expenditures by 9/15/08
	005	610	315	110	110		
	005	610	315	140	140		
	005	610	315	143	143		
	005	610	315	144	144		
	005	610	315	145	145		
Admin Asst	005	610	315	170	170	\$ 36,700.00	
	005	610	315	171	170		
SDCs	005	610	315	185	185	\$ 82,500.00	
	005	610	315	186	185		
FICA	005	610	315	210	210	\$ 9,119.00	
PERA	005	610	315	214	214	\$ 2,569.00	
TRA	005	610	315	218	218	\$ 4,538.00	
Benefits	005	610	315	220	220	\$ 14,500.00	
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Contracted Services	005	610	315	305	305	\$ 62,640.00	
	005	610	315	319	305		
	005	610	315	325	329		
Postage	005	610	315	329	329	\$ 1,500.00	
Transportation	005	610	315	360	360	\$ 100,000.00	
	005	610	315	366	366		
	005	610	315	370	370		
	005	610	315	380	305		
Printing Fees	005	610	315	381	305		
	005	610	315	401	401		
Materials	005	610	315	430	430		
Food	005	610	315	490	490	\$ 2,000.00	
Technology	005	610	315	530	530		
	005	610	315	535	535		
	005	610	315	555	555		
<b>TOTAL</b>						<b>\$ 316,066.00</b>	

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation from Your District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Program Participation:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Notes or Comments:*



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Goal 3**

**District Number:**

**District Name:**

*Goal 3 states that the two joint integration school districts will provide staff development to ensure equity for students and to create integrated learning environments that support high expectations and achievement for all learners. We will work to instill cultural diversity awareness into the vision and values of the district and to develop cultural competencies among staff.*

Line Item Description	UFARS Code (Required)					Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ	UFARS OBJ		
Provide a short description of the expenditure. i.e. "Spanish Teachers"						Provide the total amount budgeted for this line item.	Resubmit this form with the actual FY08 expenditures by 9/15/08
	005	610	315	110	110		
	005	610	315	140	140		
	005	610	315	143	143		
	005	610	315	144	144		
Substitute Teachers	005	610	315	145	145	\$ 4,000.00	
	005	610	315	170	170		
	005	610	315	171	170		
Stipends	005	610	315	185	185	\$ 6,000.00	
	005	610	315	186	185		
	005	610	315	210	210		
	005	610	315	214	214		
	005	610	315	218	218		
	005	610	315	220	220	\$ 3,000.00	
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Contracted Services	005	610	315	305	305	\$ 50,000.00	
	005	610	315	319	305		
	005	610	315	325	329		
	005	610	315	329	329		
	005	610	315	360	360		
	005	610	315	366	366		
	005	610	315	370	370		
	005	610	315	380	305		
	005	610	315	381	305		
	005	610	315	401	401		
Materials	005	610	315	430	430	\$ 5,000.00	
Food	005	610	315	490	490	\$ 500.00	
	005	610	315	530	530		
	005	610	315	535	535		
	005	610	315	555	555		
<b>TOTAL</b>						<b>\$ 68,500.00</b>	<b>\$ -</b>

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation from Your District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Program Participation:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Notes or Comments:*



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Goal 4**

**District Number:**

**District Name:**

Goal 4 states that the ISD 191/194 communities will understand the importance of a joint integration program. To do that, we will develop an educational outreach program to inform the staff, families, and community about aspects of integration and equity. In addition, we will work to engage the communities in Integration and Equity partnerships.

Line Item Description	UFARS Code (Required)					Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ	UFARS OBJ		
Provide a short description of the expenditure. i.e. "Spanish Teachers"						Provide the total amount budgeted for this line item.	Resubmit this form with the actual FY08 expenditures by 9/15/08
	005	610	315	110	110		
	005	610	315	140	140		
	005	610	315	143	143		
	005	610	315	144	144		
	005	610	315	145	145		
	005	610	315	170	170		
	005	610	315	171	170		
	005	610	315	185	185		
	005	610	315	186	185		
	005	610	315	210	210		
	005	610	315	214	214		
	005	610	315	218	218		
	005	610	315	220	220		
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Contracted Services	005	610	315	305	305	\$ 4,710.00	
	005	610	315	319	305		
	005	610	315	325	329		
Postage	005	610	315	329	329	\$ 1,000.00	
	005	610	315	360	360		
	005	610	315	366	366		
	005	610	315	370	370		
	005	610	315	380	305		
	005	610	315	381	305		
	005	610	315	401	401		
Materials	005	610	315	430	430	\$ 5,000.00	
Food	005	610	315	490	490	\$ 500.00	
	005	610	315	530	530		
	005	610	315	535	535		
	005	610	315	555	555		
<b>TOTAL</b>						<b>\$ 11,210.00</b>	<b>\$ -</b>

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation from Your District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Program Participation:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Notes or Comments:



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Goal 5**

**District Number:**

**District Name:**

*Goal 5 states that the two joint integration school districts will work to increase the number of diverse staff in the licensed and non-licensed categories. To accomplish this, our districts will actively recruit a diverse staff by broadening the search process for all applicants. In addition, we will project the message that the districts support greater workforce diversity.*

Line Item Description	UFARS Code (Required)				UFARS OBJ	Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ			
Provide a short description of the expenditure. i.e. "Spanish Teachers"						Provide the total amount budgeted for this line item.	Resubmit this form with the actual FY08 expenditures by 9/15/08
	005	610	315	110	110		
	005	610	315	140	140		
	005	610	315	143	143		
	005	610	315	144	144		
	005	610	315	145	145		
	005	610	315	170	170		
	005	610	315	171	170		
	005	610	315	185	185		
	005	610	315	186	185		
	005	610	315	210	210		
	005	610	315	214	214		
	005	610	315	218	218		
	005	610	315	220	220		
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Contracted Services	005	610	315	305	305	\$ 5,000.00	
	005	610	315	319	305		
	005	610	315	325	329		
Postage	005	610	315	329	329	\$ 1,000.00	
	005	610	315	360	360		
	005	610	315	366	366		
	005	610	315	370	370		
	005	610	315	380	305		
	005	610	315	381	305		
	005	610	315	401	401		
	005	610	315	430	430		
	005	610	315	490	490		
	005	610	315	530	530		
	005	610	315	535	535		
	005	610	315	555	555		
<b>TOTAL</b>						<b>\$ 6,000.00</b>	<b>\$ -</b>

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation from Your District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Program Participation:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Notes or Comments:*



**Integration Revenue Budget Worksheet  
FY11  
Inter-District Budget: Goal 6**

**District Number:**

**District Name:**

*Goal 6 states that students, families, and staff are able to access services, experience fewer barriers, and advocate for change through the support of cultural integration specialists. Positions funded include Integration and Equity Coordinator (half-time), Cultural Integration Specialist, and two Cultural Liaisons. A needs assessment of students, families, and staff will be conducted. In addition, translator services will be provided for families who are in need of the services related to this plan (this will not supplant existing translation services that are unrelated to the plan).*

Line Item Description	UFARS Code (Required)					Budgeted Amount	Expenditures
	ORG	PROG	FIN	#191 OBJ	UFARS OBJ		
Provide a short description of the expenditure. i.e. "Spanish Teachers"						Provide the total amount budgeted for this line item.	Resubmit this form with the actual FY08 expenditures by 9/15/08
I&E Coordinator	005	610	315	110	110	\$ 35,000.00	
	005	610	315	140	140		
Integration Coord	005	610	315	143	143	\$ 68,560.00	
	005	610	315	144	144		
	005	610	315	145	145		
	005	610	315	170	170		
3 Cultural Liasons	005	610	315	175	175	\$ 93,400.00	
	005	610	315	185	185		
	005	610	315	186	185		
FICA	005	610	315	210	210	\$ 15,067.00	
PERA	005	610	315	214	214	\$ 6,631.00	
TRA	005	610	315	218	218	\$ 5,696.00	
Benefits	005	610	315	220	220	\$ 29,180.00	
	005	610	315	230	230		
	005	610	315	235	235		
	005	610	315	240	240		
	005	610	315	250	250		
Contracted Services	005	610	315	305	305	\$ 5,000.00	
	005	610	315	319	305		
	005	610	315	325	329		
	005	610	315	329	329		
	005	610	315	360	360		
Trav/Reg	005	610	315	366	366	\$ 13,000.00	
	005	610	315	370	370		
	005	610	315	380	305		
	005	610	315	381	305		
	005	610	315	401	401		
Materials	005	610	315	430	430	\$ 5,000.00	
Food	005	610	315	490	490	\$ 1,000.00	
	005	610	315	530	530		
	005	610	315	535	535		
	005	610	315	555	555		
<b>TOTAL</b>						<b>\$ 277,534.00</b>	

**PARTICIPATION INFORMATION**

	Projected (7/1/10)		Actual (9/15/11)	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation from Your District:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Program Participation:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Notes or Comments:*

**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

---

AGENDA ITEM: IV.E.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: April 8, 2010

RE: **School Calendar Adoption for 2011 - 2012**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION ADOPT  
SCHOOL CALENDAR FOR THE 2011 - 2012 SCHOOL YEAR**

**Discussion:**

The Calendar Committee, comprised of staff representatives from each school developed two calendar options for the 2011 -2012 school year. Staff at each school voted and Calendar Option A was selected.

The Calendar Committee recommends that the Board of Education adopt a school calendar for the 2011 - 2012 school year that contains 4 preschool workshop days, 172 student contact days, spring break the last full week in March, and a school end date of June 7th for students. Martin Luther King Day is a holiday for students and staff. Spring conferences are no longer contiguous with spring break. Spring conferences were originally scheduled for March 1st and 2nd. However it is recommended that the Board approve the calendar with the days moved to March 15th and 16th. This will afford teachers the opportunity to share the results of spring NWEA testing which will be completed the first week in March. April 6th is a holiday for students and staff. All students are in school on the same days which increases efficiency and reduces transportation costs. The calendar comports with Board Policy.

Attachment: 2011 - 2012 School Year Calendar

# ISD #191 School Calendar 2011 – 2012

**Option: A**

## AUGUST

M	T	W	R	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

## DECEMBER

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23 H
26 H	27	28	29	30 H

## APRIL

M	T	W	R	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

## SEPTEMBER

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

## JANUARY

M	T	W	R	F
2 H	3	4	5	6
9	10	11	12	13
16 H	17	18	19	20
23 P	24	25	26	27
30	31			

## MAY

M	T	W	R	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## OCTOBER

M	T	W	R	F
3	4	5	6	7
10	11	12	13	14
17 P	18 C	19 C	20	21
24	25	26	27	28
31				

## FEBRUARY

M	T	W	R	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20 P pres	21	22	23	24
27	28	29		

## JUNE

M	T	W	R	F
				1
4	5	6	7	8 P
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## NOVEMBER

M	T	W	R	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24 H	25 H
28	29	30		

## MARCH

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15 C	16 C
19	20	21	22	23
26	27	28	29	30

1.16.2012 - MLK is a holiday for students and staff  
 1.23.2012 - Semester Break  
 2.20.2012 - President's Day (Professional Day)  
 3.15.2012 and 3.16. .2012 - Spring Conferences  
 3.26.12 - 3.20.12 Spring Break  
 4.6.2012 - No school for students or staff  
 6.7.2012 - Last day of school for students



**AGENDA IV-F  
April 8, 2010**

**TO: Members, Board of Education**

**FROM: Stephen G. Hoiland, Director of Purchasing and Transportation Services  
Lisa K. Rider, Executive Director of Business Services**

**DATE: April 8, 2010**

**RE: Contract Award – Student Transportation Services**

**RECOMMENDATION:** That the Board of Education award a contract for student transportation services to First Student Transportation Inc. for the two year period commencing 7/1/2010 at the rates indicated in the attachment at an estimated annual cost of \$4,225,096 for the 2010-2011 fiscal year.

Earlier this year, the Purchasing Department requested proposals from local and national providers to supply the district with student transportation services during the two-year period commencing July 1, 2010. Competitive offers were received on March 10 from three suppliers including First Student, the incumbent contractor, Durham School Services and Positive Connections. Anderson Bus Company, a local company, also offered to provide up to four special needs buses.

The table below compares the offers received from each of the three suppliers. The evaluation model that we use considers regular and special needs transportation, planned size of the bus fleet, miles driven, driver hours, aide hours and school days per year. The rates offered by each vendor are used to calculate the estimated costs.

SUPPLIER	CURRENT YEAR 2009 - 2010 EST.	YEAR 1 2010 - 2011	YEAR 2 2011 - 2012	YR 1 PCT CHANGE FROM CURRENT	YR 2 PCT CHANGE FROM CURRENT
Durham School Services		\$4,492,174	\$4,602,562	+1.0%	+3.5%
First Student	\$4,445,666	\$4,225,096	\$4,341,170	-4.9%*	-2.4%
Positive Connections		\$4,440,822	\$4,573,944*	-0.1%*	2.9%*

\*amended 4/8/10 to reflect correct calculations

First Student's offer is clearly the lowest cost of the three. Their offer reflects a reduction in our rates that should produce a saving of nearly five percent on the anticipated level of services for the 2010 - 2011 school year.

We consider this to be a very good outcome. We received three offers from credible suppliers and the competitive situation has served to reduce our transportation costs. Also, First Student has done a good job for us during the past four years.

One of the attachments compares the actual rates proposed by each supplier. The First Student rates have been incorporated into the proposed contract document. The proposed agreement provides for rates that are fixed for two years; thereafter, the arrangement can be renegotiated for two additional one-year periods. A proposed contract document will be available on April 8, 2010.

We recommend awarding of the contract for student transportation services to First Student Transportation Inc. for the two year period commencing 7/1/2010 at the rates indicate in the attachment and within the contract prepared.

Attachments (2) - Rate and Cost Comparisons and Proposed Agreement

**ESTIMATED 2010-2011 REGULAR EDUCATION TRANSPORTATION PROGRAM**

	NUMBER OF SCHOOL DAYS PER YEAR	NUMBER OF REGULAR BUSES	DAILY BASE RATE PER BUS	EXCESS DRIVER HOURS PER YEAR	EXCESS DRIVER RATE PER HOUR	MAINTENANCE RATE PER MILE	MILES PER YEAR	REG ED TOTAL ANNUAL COST
FIRST STUDENT	173	57	\$163.73	13,140	\$18.80	\$0.510	540000	\$2,136,974
CURRENT RATE (FY 10)	173	57	\$172.35	13,140	\$19.79	\$0.535	540000	\$2,248,484

**ESTIMATED 2010-2011 SPECIAL EDUCATION TRANSPORTATION PROGRAM**

	NUMBER OF SCHOOL DAYS PER YEAR	NUMBER OF SPECIAL BUSES	DAILY BASE RATE PER BUS	DRIVER HOURS PER YEAR	DRIVER RATE PER HOUR	MAINTENANCE RATE PER MILE	MILES PER YEAR	BUS AIDE RATE PER HOUR	BUS AIDE HOURS PER YEAR	SPEC ED TOTAL ANNUAL COST
FIRST STUDENT	173	41	\$83.68	41,850	\$19.33	\$0.350	639000	\$17.11	27000	\$2,088,123
CURRENT RATE (FY 10)	173	41	\$88.08	41,850	\$20.35	\$0.367	639000	\$18.01	27000	\$2,197,182

**TOTAL ESTIMATED TRANSPORTATION COST FOR 2010 - 2011**

SUPPLIER	REG ED	SPEC ED	TOTAL
FIRST STUDENT	\$2,136,974	\$2,088,123	\$4,225,096
CURRENT RATE (FY 10)	\$2,248,484	\$2,197,182	\$4,445,666



ISD 191 PROPOSAL SOLICITATION FOR STUDENT TRANSPORTATION SERVICES COST COMPARISONS FOR FY 2011 - 2012

**2011-2012 REGULAR EDUCATION TRANSPORTATION PROGRAM**

	NUMBER OF SCHOOL DAYS PER	NUMBER OF REGULAR BUSES	DAILY BASE RATE PER BUS	EXCESS DRIVER HOURS PER YEAR	EXCESS DRIVER RATE PER HOUR	MAINTENANCE RATE PER MILE	MILES PER YEAR	REG ED TOTAL ANNUAL COST
DURHAM	173	57	\$172.87	13,140	\$20.89	\$0.560	540000	\$2,281,566
FIRST STUDENT	173	57	\$168.31	13,140	\$19.33	\$0.520	540000	\$2,194,501
POSITIVE CONNECTIONS	173	57	\$183.34	13,140	\$20.38	\$0.551	540000	\$2,373,249
CURRENT RATE FY 09-10	173	57	\$172.35	13,140	\$19.79	\$0.535	540000	\$2,248,484

**2011-2012 SPECIAL EDUCATION TRANSPORTATION PROGRAM**

	NUMBER OF SCHOOL DAYS PER	NUMBER OF REGULAR BUSES	DAILY BASE RATE PER BUS	EXCESS DRIVER HOURS PER YEAR	EXCESS DRIVER RATE PER HOUR	MAINTENANCE RATE PER MILE	MILES PER YEAR	BUS AIDE RATE PER HOUR	BUS AIDE HOURS PER	SPEC ED TOTAL ANNUAL COST
DURHAM	173	41	\$92.99	41,850	\$21.48	\$0.390	639000	\$19.01	27000	\$2,320,996
FIRST STUDENT	173	41	\$86.02	41,850	\$19.87	\$0.360	639000	\$17.59	27000	\$2,146,669
POSITIVE CONNECTIONS	173	41	\$93.73	41,850	\$20.96	\$0.378	639000	\$15.45	27000	\$2,200,695
CURRENT RATE FY 09-10	173	41	\$88.08	41,850	\$20.35	\$0.367	639000	\$18.01	27000	\$2,197,182

**TOTAL ESTIMATED TRANSPORTATION COST FOR 2011 - 2012**

SUPPLIER	REG ED	SPEC ED	TOTAL	
DURHAM	\$2,281,566	\$2,320,996	\$4,602,562	3.53%
FIRST STUDENT	\$2,194,501	\$2,146,669	\$4,341,170	-2.35%
POSITIVE CONNECTIONS	\$2,373,249	\$2,200,695	\$4,573,944	2.89%
CURRENT RATE FY 09-10	\$2,248,484	\$2,197,182	\$4,445,666	0.00%

33



**Assistant Superintendent**

TO: Members of the Board of Education  
Superintendent Randall Clegg  
Agenda IV.G  
April 8, 2010

FROM: Sandi Novak, Assistant Superintendent

DATE: March 25, 2010

RE: Kindergarten Adjusted Schedule for 2010-2011

**RECOMMENDATION:** That the Board approves an adjusted kindergarten schedule for 2010-2011 whereas kindergarten students would begin school on September 9, 2010 instead of September 7, 2010

District 191's kindergarten teachers constantly strive to be more effective in addressing the individual needs of each student. To assist them with this important goal, we would like to have data about each student's readiness and development available to them immediately when school begins in the Fall. In order to accomplish this task, administration has requested that our Kindergarten students begin school on **September 9, 2010**, two days after the start of school for elementary students in grades 1-6. On September 7 and 8, 2010, incoming kindergarten students would then meet one-on-one with a kindergarten teacher for a 30 minute appointment. During these 30 minutes, a teacher would begin to survey each child's readiness and development. This survey would provide an opportunity for teachers to initially interact individually with students and to observe their learning development in order to provide effective instruction and support beginning in the first week of school.

Each Kindergarten student would be scheduled for a specific 30 minute appointment on September 7 **OR** September 8, 2010. All parents of kindergarten students would be contacted sometime in August to schedule a time for the survey to be completed. Parents would need to bring their child to school on the scheduled appointment day and remain during the 30 minute survey. Fee-based childcare through Project Kids for either September 7 or 8 may also be an option, but space will be limited. Parents who wish to explore this childcare option will be asked to contact the school secretary by August 16.

The survey that will be administered before school starts is one portion of the data that will be gathered throughout the first semester of school. Kindergarten teachers will continue to observe and collect information about each child's development and needs throughout the month of September. They will share this information at the fall parent-teacher conferences and also through written communication over time. If there is a need, the teacher may contact parents earlier than fall conferences.

Our kindergarten teachers are excited to meet personally with students on these first days of school and to spend some time talking about school while asking students to do some school activities. We believe our teachers can better serve students when they are equipped with information about the students' readiness and development levels.



**Assistant Superintendent  
for Teaching & Learning**

TO: Members of the Board of Education  
Superintendent Randall Clegg

Agenda Item IV.H  
April 8, 2010

FROM: Sandi Novak

DATE: March 25, 2010

RE: Professional Day late start dates for SY2010-2011

**RECOMMENDATION:** That the Board of Education approve five late start dates in SY2010-2011 (September 28, November 10, December 9, March 9, and May 10) for professional development

We have used the late start days in SY2009-10 to provide training related to our professional development plan. The focus of our attention over the year has been on differentiated instruction.

The training on differentiated instruction will continue during the late start days in SY2010-2011. Elementary teachers will receive training on research based interventions for students that are not progressing toward grade level standards and progress monitoring. Secondary teachers will be working on differentiating instruction by students' interest and learning profiles.

It is becoming clearer that the teacher is the most important influence on student achievement. What we have discovered is that we accomplish greater improvement in teacher quality, at a lower cost, by investing in teacher learning. There is increasing research evidence that teacher professional development is most effective when it is related to the local circumstances in which teachers operate, takes place over a period of time rather than being in the form of a one-day workshop, and involves teachers in active, collective participation through teacher learning communities. This is the model we have endorsed for our district and our experience is that this model works best in the late start format we now use.

**Why are two-hour training periods more productive than full days?**

Two-hours or shorter professional development opportunities turn out to be more productive than full day sessions for a number of reasons. In successful programs and change efforts, professional development is seldom a one-time workshop separate from the teacher's day-to-day professional responsibilities. Rather, professional development is more often an ongoing activity woven into the fabric of the teacher's professional life. It should be embedded in the process of developing and evaluating curriculum, instructional activities, and student assessment. Therefore, professional development works best when teachers meet more frequently and for shorter periods of time in order to "take in" smaller bits of information and apply some strategies in their work.

**BURNSVILLE-EAGAN-SAVAGE SCHOOLS 2010-2011 LATE START CALENDAR**

AUGUST				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30 P	31 P			

SEPTEMBER				
M	T	W	TH	F
		1 P	2 P	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18 P	19 C	20 C	21	22
25	26	27	28	29

NOVEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17 H	18	19	20	21
24 P	25	26	27	28
31				

FEBRUARY				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21 P	22	23	24	25
28				

MARCH				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23 C	24 C	25 C
28	29	30	31	

APRIL				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JUNE				
M	T	W	TH	F
		1	2	3
6	7	8	9	10 P



Late Start Day



Conferences, Professional Days



Vacation

**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

---

AGENDA ITEM: IV.I.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: April 8, 2010

RE: **Proposed Revisions in the Collective Bargaining Agreement with the Association of Clerical Employees and Independent School District 191**

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

Negotiators for the District and ACE reached a tentative agreement on March 11, 2010. Members of the Association of Clerical Employees ratified the agreement on March 18, 2010.

Highlights of the agreement include:

1. Wages were improved by 1% in year 1 and 1% in year 2.
2. Longevity was increased by .10 in 2009-2010 and .05 in 2010-2011.
3. Longevity increments were not increased but effective July 1, 2010, the years of service requirement decreased by one. For instance employees will be eligible for longevity in the 20th year of service rather than after the 20th year of service.
4. Clerical employees will have the opportunity to exchange 4 unused sick days for 1 day of vacation twice each year, effective July 1, 2010.
5. Twelve month clerical employees will be granted 13 days of vacation and can accrue one additional day up to a maximum of 25. The maximum did not increase.
6. Effective July 1, 2010 clerical employee with single coverage will contribute 5% of premium.
7. Effective July 1, 2010, husband/wife employees will contribute an amount equal to 5% of single coverage towards family health insurance.
8. The 403(b) match was increased by \$200 effective July 1, 2010.

The settlement comports with parameters set by the Board of Education.

Attachments: 2009 - 2011 Collective Bargaining Agreement

# **MASTER AGREEMENT**

**JULY 1, 2009– JUNE 30, 2011**

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

**and**

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

## **ARTICLE I**

### **PURPOSE**

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

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

## **ARTICLE III**

### **COMPENSATION**

Section 1. Basic Rates of Pay: The following salary is hereby adopted by the Employer, and shall govern compensation during the years July 1, 2009 to June 30, 2011. Employees shall move across the salary schedule, one step each year. New employees with a minimum of six (6) months of clerical experience with the District prior to July 1 shall advance to the next step on July 1.

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

Section 3. The salary schedules contained in this Article are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a continuing agreement and the schedule contained herein is no longer applicable after June 30, 2011. In the event that a new Agreement has not been mutually adopted by July 1, 2011, salaries in effect on June 30, 2011, will continue until the conditions of a new Agreement determine salaries for the 2011-2012 school year.

Section 4. Hourly rates of pay will be paid in twenty-four equal installments, the first payment being July 15 for 12-month employees, August 15 for 11-month and 10 1/2 month-employees,

August 31 for 10-month employees and September 15<sup>th</sup> for school year employees. (Revised as per standard business procedures if any date falls on a weekend.) Employees working schedules unique to this standard may be paid upon mutual agreement of the Association and the District. All clerical employees must use direct deposit.

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

**Pay Schedule 2009 - 2010**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2	\$ 14.43	\$ 16.97	\$19.24
3	\$ 14.99	\$17.37	\$ 19.83
4	\$ 15.52	\$ 17.92	\$ 20.41
5	\$ 16.08	\$ 18.48	\$20.94
6	\$ 16.62	\$ 19.02	\$ 21.50
7	\$ 17.18	\$ 19.57	\$22.05

**Pay Schedule 2010 - 2011**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2	\$ 14.58	\$ 17.14	\$19.43
3	\$ 15.14	\$17.55	\$ 20.02
4	\$ 15.68	\$ 18.10	\$ 20.62
5	\$ 16.24	\$ 18.67	\$21.15
6	\$ 16.79	\$ 19.21	\$ 21.72
7	\$ 17.35	\$ 19.77	\$22.27

**Section 6. Longevity:**

Effective July 1, 2009, after 7 years of service in the Association of Clerical Employees, individuals will be paid an additional .54 ~~.44~~ per hour. After 9 years of service in ACE, individuals will be paid an additional .81 ~~.71~~ per hour. After 14 years of service in ACE, individuals will be paid an additional .97 ~~.87~~ per hour and after 20 years of service in ACE; individuals will be paid an additional \$1.13 ~~\$1.03~~ per hour.

Effective July 1, 2010, after 6 ~~7~~ years of service in the Association of Clerical Employees, individuals will be paid an additional .59 per hour. After 8 ~~9~~ years of service in ACE, individuals will be paid an additional .86 per hour. After 13 ~~14~~ years of service in ACE, individuals will be paid an additional \$1.02 per hour and after 19 ~~20~~ years of service in ACE; individuals will be paid an additional \$1.18 per hour.

## GROUP CLASSIFICATIONS

Group 2	A	Elementary Office Records Scanner	
Group 3	A	Bldg. Special Ed Due Process Clerk	
Group 4	A	BHS Attendance BHS Special Education	
Group 5	A	ALC High School Secretary Community Education 5A Guidance Special Education Jr. High Office Clerk	B <del>ECSE Secretary</del> ASC Receptionist/HR Clerk Associate Principal Community Education 5B Facilities Human Resources Subs and Apps. Records Ties Integration Program
Group 6	A	Health Services Senior Campus Secretary	B Accounting 6B Activities & Athletics Community Education 6B Curriculum & Instruction <u>ECSE Secretary</u> Food Service Health & Safety Clerk Individualized Student Services Clerk Operations Purchasing Special Education Transportation Spec. Ed. Tuition Billing
Group 7	A	ALC K - 9 Secretary Principal, Elementary Vale, Secretary	B Accounting 7B Accounting, Fed.Programs, COBRA ALC Secondary Level Secretary Community Education 7B Human Resources 7B Payroll Planning/Technology Support Principal, Secondary Transportation Director of I.S.S, Secretary TIES Data Base Specialist

## ARTICLE IV

### TRANSFERS AND POSTINGS

Section 1. Job Postings:

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

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

Section 3. When an employee temporarily replaces another employee in a higher paying classification for an assignment of 30 or more workday days, the rate of pay shall be that of the higher paying classification, retroactive to the first day of the assignment.

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

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

## ARTICLE V

### VACATIONS

Section 1. Vacation allocation: One (1) day of vacation shall equal eight (8) hours, prorated for less than eight (8) hour employees. Employees who commence work after December 31 shall earn but not be advanced any vacation days during the remainder of the school year.

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

Subd. 2. Ten (10) month (1736 hours) employees shall be credited at the beginning of the work year, with eight (8) paid vacation days. Ten and one-half (10 ½) month (1816 hours) employees shall receive ten (10) days per year.

Subd. 3. Eleven (11) month employees (1896 hours) shall be credited at the beginning of the fiscal year with (11) paid vacation days.

Subd. 4. Twelve (12) month employees shall be credited at the beginning of the fiscal year with twelve (12) paid vacation days. **Effective July 1, 2010, twelve (12) month employees shall be credited at the beginning of the fiscal year with thirteen (13) paid vacation days.**

Subd. 5. One (1) additional vacation day shall be granted to employees after the completion of their third contract year, up to a maximum of four (4) additional days for ten (10) month employees, up to five (5) days for ten and one-half (10 ½) and eleven (11) month employees, and a maximum of thirteen (13) additional days for twelve (12) month employees (Art III, Sect. 1.) **Effective July 1, 2010, twelve (12) month employees can accrue a maximum of 12 additional days to a maximum of twenty-five (25) days.**

Subd. 6. Employees may turn in five (5) unused sick days each year for one (1) day of vacation. **Effective July 1, 2010, employees may turn in four (4) unused sick days for one (1) day of vacation. Employees may exercise this option twice in a fiscal year.**

Subd. 7. All vacation times are subject to the approval of the employee's supervisor.

Section 2. Deadline for Use: All vacation days earned during a fiscal year must be taken during that fiscal year or within the following seven (7) months or be forfeited.

Section 3. Termination of Employment: Upon termination of employment, the value of vacation time used in excess of that earned shall be deducted from the employee's final paycheck. All earned but unused vacation shall be compensated at the current rate of the last paycheck.

## **ARTICLE VI HOLIDAYS**

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

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

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

## **ARTICLE VII GROUP INSURANCE**

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall provide individual insurance coverage under the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision for each employee who works twenty (20) or more hours per week, is employed by the School District, and who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of another plan shall be borne by the employee and paid by payroll deduction. **Effective July 1, 2010 the school district shall contribute 95% of monthly premium. The remainder of the premium shall be paid by the employee via payroll deduction.**

Subd. 2. Dependent Coverage: Under the same conditions as set forth in Subd. 1, above, for employees working twenty (20) hours or more per week, the District contribution for dependent coverage for employees in B group classifications shall be equal to 70% of the rate for the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. Effective July 1, 2000, the District contribution for dependent coverage for employees in A group classifications shall be equal to 70% of the rate for the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

**Subd. 3. Effective July 1, 2010 when both husband and wife are employed by the district, are eligible for insurance and are enrolled, one member of the pair will contribute an amount equal to 5% of single, monthly premium towards family coverage.**

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

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

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

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

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

Section 5. Long Term Disability Insurance:

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

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

Section 6. Dental Insurance:

Subd. 1. Single Coverage: The School District shall provide individual dental coverage for each employee who works twenty (20) or more hours per week and enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

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

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

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

## ARTICLE VIII

### PERSONAL ILLNESS ABSENCE

Section 1. Ten (10) Month Employees: Ten (10) month employees shall be credited with ten (10) days each August 15 to be used for personal illness absence.

Section 2. Ten and One-Half (10 ½) Month Employees: Ten and one-half (10 ½) month employees shall be credited with ten and one-half (10 ½) days each August 15 to be used for personal illness absence.

Section 3. Eleven (11) Month Employees: Eleven (11) month employees shall be credited with eleven (11) days each August 1 to be used for personal illness absence.

Section 4. Twelve (12) Month Employees: Twelve (12) month employees shall be credited with twelve (12) days each July 1 to be used for personal illness absence.

Section 5. School Year Employees: School year employees shall be credited with eight (8) days personal illness absence on the first work day each school year.

Section 6. Personal illness absence days may be accumulated to ninety (90) days. Qualified personal illness absence over thirty (30) days automatically comes under the income protection policy. Medical and dental appointments may be considered as personal illness absence if no substitute is required and absence is approved by the immediate supervisor.

Section 7. Personal Illness Day/Hourly Conversion: One (1) day of personal illness absence shall equal eight (8) hours, prorated for less than eight (8) hour per day employees.

## **ARTICLE IX**

### **FAMILY ABSENCE**

Section 1. Bereavement Absence:

Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step- children, parents, step-parents, and in-laws of a similar degree of relationship.

Subd. 2. Up to three (3) days per event shall be granted for a death of grandparents, grandchildren, brother, sister, aunt, uncle, nephew, niece, and in-laws of a similar degree of relationship ie. sister-in-law. A maximum of an additional two (2) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.

Subd. 3. If an employee has exhausted their accrued personal days, he or she may use up to (3) personal sick days to attend the funeral of someone with whom they have a significant relationship.

Section 2. Family Illness: Five (5) days per year, non-cumulative, for serious illness of spouse, children, grandchildren, parents of the employee, or parents of spouse, brother, sister, step children and step parents.

Subd. 1. Sick or Injured Child Care Leave M.S. §181.9413: Employees 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 employees 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.

## **ARTICLE X LEAVES**

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

### Section 2. General Leaves of Absence

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

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

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

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

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

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

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

Section 3. Parental Leave:

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

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

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

**ARTICLE XI**

**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

Subd. 4. Twelve (12) month employees shall work twelve months (2088 hours).

Subd. 5. School year employees shall work the 184 scheduled student and workshop days.

Subd. 6. Administration may determine a longer or shorter work year for some positions upon mutual agreement with the individual employee. Unless otherwise specified, benefits, including vacation and days of leave, are pro-rated.

Section 3. Work Hours and Overtime:

Subd. 1. Administration shall retain the right to schedule work and the hours when such work is to be performed. Work performed in excess of forty (40) hours per week shall be paid for at time and one-half. Use of compensatory time for overtime may be used as an alternative if mutually agreed upon by supervisor and employee. Employee has the right to determine if deviations from the normal work schedule shall be compensated by time and one-half or compensatory time at time and one-half.

Subd. 2. Breaks and Lunch: Employees working 4 hours or fewer are entitled to one fifteen (15) minute break per day. All employees working more than 4 hours per day are entitled to two ten (10) minute breaks per day AND one thirty (30) minute unpaid duty-free lunch. Eight-hour employees are entitled to two fifteen (15) minute breaks per day which they may combine with a 30-minute unpaid lunch to equal one (1) hour of duty free lunch time.

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

Section 5. Emergency Dismissals: If an employee is notified not to report for work, 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.

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

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

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

Subd. 1. Members of the Executive Board will be available to assist members of ACE who wish to process grievances.

Subd. 2. The unit will inform the Executive Director of Human Resources whenever there is a change in the membership of the Executive Board.

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

Subd. 1. If days are permanently added to a position, then the position thus created must be posted. If the incumbent does not apply or is not selected, he/she shall have full layoff rights as described in Article XIII.

Subd. 2. If days are made available on a non-permanent basis, then the employees at the site shall be invited to request the additional days and the supervisor shall select from among those interested. If no one from the site is selected, then the added days shall be posted District-wide.

Subd. 3. Added days, if maintained beyond two consecutive years, will become permanent. No benefits change will occur as a result of a non-permanent addition of days.

## **ARTICLE XII DUE PROCESS**

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

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

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

Use of items "A" to "D" above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct, any of the above may be used.

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

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

## **ARTICLE XIII STAFF REDUCTION**

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

Subd. 1. Voluntary separations, if any, will be accepted.

Subd. 2. Voluntary reductions in hours will be accepted.

Subd. 3. Seniority will be based on total overall experience with the bargaining unit from the last date of hire and shall be interrupted only by resignation or dismissal for disciplinary reasons.

Subd. 4. Employees shall retain seniority when moving from one group to another within ACE.

Subd. 5. In the event of staff reduction, consideration shall be given to reducing hours per year rather than eliminating positions. Any involuntary reduction in hours shall be considered a lay off. In the event of layoff, the employee shall have at least thirty (30) days advance notice.

Subd. 6. In the event it is necessary to lay off employees because of the elimination of positions, such lay off shall be by seniority within the respective groups and with the least senior employee laid off first. Employees who have been laid off shall be reinstated beginning with the most senior employee being reinstated first.

Subd. 7. Effective July 1, 2008 reductions by Board action no later than the second Board meeting in May take effect July.

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

Subd. 1. ~~2.~~ Prior to exercising her/his rights District-wide as described in subdivision 1, a laid-off employee has the option to bump the least senior employee, same status at her/his work site, and if no such employee exists, to bump the least senior employee at that site. This same-site option just described may be exercised by the employee who is initially laid off and shall not be available to the employee, if any, who bumped at the same site. ~~For purposes of this subdivision, the separate sites are listed below.~~

Subd. 2. ~~1.~~ When a clerical position within a group is discontinued, the employee in that position must take any vacancy, same status, then existing in the group, and if no vacancy is taken, then bump the employee with the least District seniority, same status, within that group or in a lower group if the employee in the discontinued position has greater seniority within the definition of this Article. If the laid off employee has exhausted his/her rights, same status, he/she may bump into lesser status positions. **For purposes of this subdivision, the separate sites are listed below.**

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

If any site has reduced or eliminated a position with the result that the incumbent employee takes a vacancy or bumps into a position at another site, and if the reduced or eliminated position is restored within 24 months, then the employee who moved from

this position when it was reduced or eliminated shall have the right to reclaim the restored position within the posting period.

Subd. 3. A laid off employee may accept the lay off, subject to recall to a position of the same status. Refusal to accept recall to such a position will result in a forfeiture of seniority rights.

Subd. 4. A laid off employee may accept any open position of lesser status. An employee given notice of lay off who elects to take a vacancy of lesser status or who bumps into a position of lesser status shall be placed on a recall list for the group and status from which the employee was laid off.

Subd. 5. Employees who have been laid off as a result of the bumping procedure shall be placed on a recall list for two (2) years from the date of their lay off.

Subd. 6. All vacancies must be offered first to employees on the recall list, if one exists, for that group or a higher group. An employee on recall shall have one calendar week to respond to an offer.

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

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

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

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

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

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

Section 5. Employees given notice of layoff who bump into a position or take a vacant position or who are recalled shall be subject to a trial period of 60 days if the Employer asserts and the Association agrees that the vacancy or position requires significant skills not held by the employee. Notwithstanding other parts of this Article, no employee shall forfeit any other rights described in this Article by refusing any position (vacancy or bump) where the District and the Association have so agreed.

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

## ARTICLE XIV

### RETIREMENT

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

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

#### Section 2. Plan B:

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

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

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

A. Effective **July 1, 2008** for payout **July 1, 2009**, the District will match \$600 for each clerical employee, provided he/she works at least 4 hours per day, 184 days per year and uses four (4) sick leave days or less during the previous year as calculated from July 1st of one year to June 30<sup>th</sup> of the next. **Subdivision 3.A. is no longer in effect as of July 1, 2010.**

B. FMLA approved leave will not count towards the use of personal sick leave calculation. **Subdivision 3.B. is no longer in effect as of July 1, 2010.**

Subd. 4. In the event an employee is not eligible for the \$600.00 match, the district will match \$60.00 for each full day of unused sick leave for the prior year, to a maximum of \$600 prorated for calculation effective July 1. The employee does not forfeit sick leave. **Subdivision 4 is no longer in effect as of July 1, 2010.**

**Subd. 5. Effective July 1, 2010, the district will match up to \$800.00 to a 403(b) program for each clerical employee hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.**

## ARTICLE XV

### GRIEVANCE PROCEDURE

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

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

Section 3. Level II: In the event the grievant 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. Executive Director of Human Resources shall respond, in writing, within fifteen (15) days after the meeting.

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

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

Section 5. The employee may have an ACE Executive Board representative either join or represent the employee at any level.

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

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

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

Section 9. When mutually agreed, grievance may be heard during the school day. The School Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per

grievance may be available for grievances held during the school day at no pay from the District.

Section 10. The Executive Director of Human Resources may appoint a designee to act in his /her stead at Level II.

**ARTICLE XVI**

**DURATION**

Section 1. This contract shall be effective as of **July 1, 2009**, and shall continue in effect until **June 30, 2011**. The terms of this contract shall continue in full force and effect until such substitute contract is adopted.

Section 2. If either party desires to modify or amend this Amendment commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 3. This Agreement constitutes the full and complete Agreement between the School District and the Association of Clerical Employees (ACE). The provisions herein relating to terms and conditions of employment supersede and take precedence over any rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**IN WITNESS WHEREOF, The parties have signed this Agreement:  
For: Association of Clerical Employees For: Independent School District 191**

_____ President	_____ Date	_____ Chair	_____ Date
_____ Negotiator	_____ Date	_____ Clerk	_____ Date
_____		_____	

## NOTICE OF COBRA RIGHTS

Independent School District 191 complies with federal and state continuation of coverage requirements as defined and modified by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and its changes, the Public Health Services Act (PHSA), the Family and Medical Leave Act of 1993 (FMLA), and Chapter 488 of Minnesota Public Law, 1992. In short, these laws require employers to provide continuation coverage under their group health plans if certain events would otherwise cause the loss of coverage.

A group health plan is any plan maintained by an employer to provide medical care (either directly or through insurance reimbursement or otherwise) to the employer's employees, former employees (e.g., retiree medical plan) or the families of the employees or former employees. Continuation coverage must be offered for each group health plan offered by the District under which health benefits are provided; i.e., health insurance, dental insurance and life insurance.

Continuation coverage generally must consist of coverage which, as of the time it is being provided, is identical to the coverage provided under the group health plan to similarly situated employees or dependents who have not experienced a qualifying event. If coverage does not have value to an individual (e.g., a region-specific HMO plan) he/she must be given an opportunity to continue COBRA under an alternate plan if a different plan covers similarly situated active employees or to change during open enrollment.

### NOTIFICATION REQUIREMENTS UPON ELIGIBILITY FOR COVERAGE

At the time coverage under a group health, dental or life insurance plan begins, the *Notice of Right to Continuation Coverage* under COBRA must be provided to the qualified employee and the qualified employee's dependent(s).

An employee eligible for benefits in ISD 191 shall receive from Human Resources personnel the following information regarding continuation coverage for medical, dental and life insurance benefits:

\* *NOTICE OF RIGHT TO CONTINUATION COVERAGE (COBRA)*

Receipt of this information is noted on the *Orientation List* at the time of orientation and is kept in the employee's personnel file.

\* The employee's Master Agreement or Employment Policy shall repeat the "Notice of Right to Continuation Coverage" (COBRA)

An eligible employee shall be asked to identify at orientation for benefit coverage his or her spouse and family that would be eligible for COBRA. Human Resources shall send to these individuals by U.S. Mail *NOTICE OF RIGHT TO CONTINUATION COVERAGE (COBRA)* at the time that coverage under a group health plan begins.

It is the responsibility of the Assistant Superintendent for Human Resources to determine if one of the following qualifying events has occurred: approved leave, reduction of hours resulting in loss of benefit, layoff, retirement, strike, termination or death.

**It is the responsibility of the eligible employee to notify in writing the Assistant Superintendent for Human Resources if one of the following qualifying events has occurred: divorce or legal separation, coverage under Medicare or a dependent child ceasing to be dependent.**

A "qualifying event" is an event, which, but for the required continuation coverage, would result in the loss of coverage (or reduction in terms and conditions of coverage) under the group health plan for the qualified employee and/or his/her dependent. Mere eligibility on the day before a qualifying event is not enough. To receive continuation benefits, an individual must have been actually covered before the qualifying event.

### **NOTIFICATION FOLLOWING A QUALIFYING EVENT**

*NOTICE OF COBRA RIGHTS*, the *COBRA Benefit Election Form*, and *Health and Dental Change of Benefit Forms* shall be sent by U.S. Mail to "Employee and Eligible Dependent(s)" by the Assistant Superintendent for Human Resources when any of the following qualifying events occurs: approved leave, reduction of hours resulting in loss of benefit, layoff, retirement, strike, termination, or coverage under Medicare. For death of an employee, notification shall be sent to "Spouse and/or Other Dependents."

*NOTICE OF COBRA RIGHTS* shall be sent by U.S. Mail to an eligible employee's spouse or dependent(s) by the Assistant Superintendent for Human Resources **if informed by the eligible employee of any of the following qualifying events: divorce, legal separation, or a dependent child ceasing to be dependent.**

### **TIME LINES**

Minnesota law requires coverage be provided through the last day of the month in which a termination of employment occurs. The continuation period runs from the date coverage would otherwise have ended.

A qualified individual must be provided an election period of at least 60 days measured from the later of (1) the date the individual would otherwise lose coverage under the plan as a result of a qualifying event; or (2) the date the notice is sent informing the individual of his/her rights to elect coverage.

An individual who waives COBRA coverage can revoke the waiver and elect COBRA any time before the end of the election period. The decision of the individual as of the last day of the election period is the binding decision. Elections, waivers and revocations of waivers are all considered to have been made on the date they are sent to the Assistant Superintendent for Human Resources.

If an individual has not waived his/her right to continuation coverage by the sixtieth day, the Assistant Superintendent shall notify the individual by first class, return receipt requested, to the last known address or addresses that the election timeline has expired (Form M).

A qualified individual has 45 days from the date on which he or she elects (date on which he/she sends the election to the Assistant Superintendent for Human Resources) continuation coverage to submit any premiums. The Business Office shall notify the individual by first class, return receipt requested to the last known address or addresses that the premium payment time line has expired (Form N).

The individual is not covered until insurance is paid. If COBRA coverage was initially waived and then the individual changed his/her mind within the election period, the effective date of coverage is the date on which the election was made (i.e., there will be a gap in coverage).

Following the initial payment, there is a grace period of 30 days. Failure to make a timely payment of premium will result in loss of coverage. The Business Office shall notify the individual by first class, return receipt requested to the last known address or addresses that the premium payment time line has expired (Form O).

When the employee through which coverage is received dies, failure of the survivor to make premium or fee payments within 90 days after notice of the requirement to pay the premiums or fees shall be a basis for the termination of the coverage without written consent. In event of termination by reason of the survivor's failure to make required premium or fee contributions, written notice of cancellation must be mailed to the survivor's last known address at least 30 days before the cancellation.

## **OPTIONS**

### **Conversion**

The option for conversion shall be available to individuals who have exercised their right to continue coverage. The Assistant Superintendent for Human Resources shall provide notice of the right to convert to an individual policy within 180 days prior to the expiration of the 18, 29 or 36 month period of continuation coverage.

### **Disability**

An additional eleven (11) months of coverage is available if an eligible employee and/or dependent receives a social security disability determination which relates back to the time of a qualifying event. The individual eligible for continuation benefits (or a representative) must notify the Assistant Superintendent for Human Resources within 30 days of receiving the determination and prior to the expiration of the 18-month Period of Continuation Coverage.

Minnesota law provides in part that, "No employer or insurer of that employer shall terminate, suspend or otherwise restrict the participation in or receipt of benefits otherwise payable under any program or policy of group insurance to any covered employee who becomes totally disabled while employed by the employer solely on account of absence caused by such total disability."

"Total disability" is defined as, "(a) the inability of an injured or ill employee to engage in or perform the duties of the employee's regular occupation or employment within the first two years of such disability and (b) after the first two years of such disability, the inability of the employee to engage in any paid employment or work for which the employee may, by education and training, including rehabilitative training, be or reasonably become qualified."

Disability may result in higher benefits; the 2% administrative fee may not be charged.

### **Death or Divorce**

When the employee through which coverage is received dies or is divorced or legally separated from a spouse, coverage is continued until the earlier of (a) the date the surviving spouse becomes covered under another group health plan, or (b) the date coverage would otherwise have ended had the employee lived or the marriage continued.

### **Leave**

An approved leave is a qualifying event in that the District shifts the entire cost of coverage to the employee during the leave. Such a cost shift is a change in the "terms and conditions" and, therefore, is a loss of coverage and, thus, is a qualifying event.

### **Medicare/Medicaid**

Medicare does not impact an individual's entitlement to COBRA.

### **Pre-existing Coverage**

COBRA is available without regard to other coverage.

### **Retirement**

Benefits provided by a Master Agreement or Employment Policy in effect at the time of retirement apply towards satisfying the maximum period of continuation coverage. Any qualified dependent shall be given the opportunity to elect COBRA or reject COBRA and receive alternate coverage instead. Electing alternative coverage under alternative coverage provided by a Master Agreement or Employment Policy removes the obligation for the District to provide a COBRA election at the end of alternative coverage. There is a limited exception in cases where a qualifying event occurs during the period of alternative coverage which would result in a spouse and/or dependent child(ren) losing the alternative coverage.

### **PREMIUMS**

The District may pay all or part of the premium in all or specified circumstances for all or part of the period of continuation coverage as provided by FMLA or the applicable Master Agreement or Employment Policy in effect at the time of a qualifying event.

Except for the additional 11 months available in cases of disability, the premium may not exceed 102% of the "applicable premium" under a group plan. "Applicable premium" is the cost to the plan for coverage provided to similarly situated active employees who have not experienced the qualifying event.

Premium amounts are guaranteed until the end of a plan year, September 30. That is, someone who becomes eligible in June will be subject to a rate increase four months.



**AGENDA IV-J  
April 8, 2010**

**TO: Members, Board of Education**

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

**DATE: April 8, 2010**

**RE: Audit RFP – Approval for Audit Services**

**RECOMMENDATION:** That the Board of Education approves a commitment for five years with LarsonAllen, LLP to conduct the audit of financial reports commencing with the fiscal period ended 2009-2010. The work will be conducted primarily during the summer and fall months following each June 30.

During March, the Business Office requested proposals from audit firms to provide audit services for our school district financial statements. Statute requires an annual audit of our financial statements. The proposals were sent out to seven firms. Five responded with proposals. One declined and another did not respond. Interviews involving Dr. Clegg, myself and Scott Brown were conducted on Friday March 26, 2010 with three of the five firms submitting proposals.

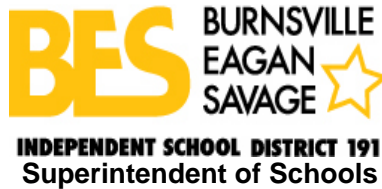
Below is a table indicating the summary of fees that were proposed by the five firms. Although fees are not the sole consideration for determining and recommending an audit firm, they are an important factor. It should be noted HLB Tautges Redpath, Ltd, is looking to begin auditing K-12 school districts such as ISD #191, but does not currently have any clients of a similar size and scope at this time; the amount in the table below includes the fee expected with 4 major single audit programs similar to other quotes.

Previous 3 Audits	Total	Average
MMKR	125,365	41,788
Upcoming 3 Audits		
HLB TautgesRedpath, Ltd.	97,000	32,333
LarsonAllen, LLP	105,607	35,202
MMKR	105,955	35,318
KDV	122,505	40,835
Abdo, Eick & Meyers LLP	129,628	43,209

ISD #191 has been with MMKR for 30 years and they have performed exemplary services. The audit firm is hired by the Board of Education to perform the audit of the financial statements and accounting procedures. We received three year quotes from each of the audit firms and a written five year quote from two of the three audit firms interviewed. The fees charged are very similar between MMKR and LarsonAllen. Transitioning to a new audit firm typically requires a bit of extra work in the initial year. However, a change in audit firms will provide a new perspective of our current procedures and may provide additional insight in what may be improved upon. It is with this expectation of a new perspective that I recommend hiring LarsonAllen for an anticipated savings over 5 years of \$31,000. This firm is a regional firm and is expected to provide similar services as MMKR, with a fresh look at our accounting procedures and financial statements.

I would be happy to answer any questions you may have. A copy of the proposals from each of the auditors is available for your review should you like to review them.

I recommend that the Board of Education approve a commitment for five years with LarsonAllen, LLP to conduct the audit of financial reports commencing with the fiscal period ended 2009-2010. The work will be conducted primarily during the summer and fall months following each June 30.



---

TO: Members, Board of Education  
FROM: Randy Clegg, Superintendent  
DATE: March 31, 2010  
RE: Board Policy Revisions

Agenda IV.K  
April 8, 2010

**Recommendation:** That the Board of Education approve, on a first reading basis, revisions to Policy HFA, *Guidelines for Contract Discussions with Meet and Confer Employee Groups*, and Policy HO & HO-R, *Staff Job Actions*, Policy FEB, *Architect*, and ECF & ECF-R, *Energy Conservation*, and readopt the unchanged language in Sections F and H of the policy manual. (5 minutes) (Clegg)

The Policy Review Committee has reviewed all of the Facilities Development policies contained in Section F of the policy manual and supports adoption of the entire section as revised. Revisions to Policy FEB are intended to reflect current practice.

They also reviewed the Negotiation policies contained in Section H of the policy manual. The revisions are relatively minor and intended to clarify the intent of the policy.

The committee also reviewed Board Policy ECF and ECF-R, *Energy Conservation*. While there are no changes to the policy itself, the supporting regulation has been changed to reflect current district needs.

The Policy Review Committee supports the approval of revisions to Policy ECF and ECF-R, Sections F and Section H as revised.

Descriptor Term:

Energy Conservation

Descriptor Code:

ECF

Rescinds:

Page 1 of 1

Issued Date:11/83

Reviewed: 3/10

Revised Date:

DRAFT 3/10

Energy Conservation shall be practiced by all employees of each department in the District. It is the responsibility of the schools to share in the conservation of energy; furthermore, schools have a moral obligation to teach and support conservation of the nation's limited resources.

Descriptor Term:  
Energy Conservation

Descriptor Code:  
ECF-R  
Rescinds:  
ECF-R

Page 1 of 2  
Issued Date: 11/83  
Reviewed Date: 3/10  
Revised Date:  
DRAFT 3/10

Standard Building Temperatures

During the heating season and occupied periods, heating systems are to be adjusted where possible to maintain the following average temperatures:

Occupied Areas of Building .....	71°F
Kindergarten Rooms .....	71°F
Cafeteria and Kitchen .....	71°F
Storage and other Similar Normally Unoccupied Areas .....	60°F
Occupied Gym. ....	68°F
Wrestling Rooms .....	75°F
Shops .....	71°F
Swimming Pool Rooms High School .....	77°F
Swimming Pool Rooms Junior High .....	86°F
Swimming Pool Water High School .....	82°F
Swimming Pool Water Junior High .....	84°F
Lavatories and Halls .....	68°F

During the heating season and unoccupied periods, heating systems where possible are to be adjusted to maintain average room temperature of 60°F.

Heating/cooling systems are to be shut down while buildings are unoccupied and the outdoor temperature is above 50°F.

Descriptor Term:	Descriptor Code:	Issued Date:
Energy Conservation	ECF R	4/91
	Rescinds:	Issued:
	ECF R	11/83

Heating systems shall be operative to produce average room temperatures not to exceed 60°F when a building is unoccupied and the outdoor temperature is below 50°F provided damage to the building contents or systems will not result by this action.

During the cooling season and unoccupied periods, when air conditioning systems are operating, cooling systems are to be adjusted to maintain average room temperatures no lower than 78°F.

———— Air conditioning systems are to be shut down when a building is unoccupied.

Domestic hot water temperature control devices must be set at 110°F or the lowest setting on the control device, whichever is higher.

Exceptions to Standard Building Temperatures

The District shall apply with all governing national and/or state temperature regulations when emergency energy consumption conditions exist.

The Business Office is authorized to submit exemption applications to the appropriate governing agency as the need to request exceptions become evident.

———— District administration is authorized to make changes in temperature settings as deemed necessary.

Descriptor Term:  
Energy Conservation

Descriptor Code:  
ECF-R  
Rescinds:  
ECF-R

Page 1 of 3  
Issued Date: 11/83  
Reviewed Date: 3/10  
Revised Date:  
DRAFT 3/10

1. LIGHTING

All lights will be turned off in any area that is unoccupied except for corridors, stairwells and exits as required by code.

Classrooms that are partially occupied will use partial lighting when practical.

Day lighting (natural sun light) should be used in place of electrical light when available and dependent on area use and specifications.

The following lighting levels shall be maintained and fall within the guidelines set forth by Illuminating Engineering Society of North America (IESNA):

<u>Task Area</u>	<u>Foot-Candles</u>
<u>Corridors/Stairways/Restrooms</u>	<u>10-20</u>
<u>Storage Rooms</u>	<u>10-20</u>
<u>Conference Rooms</u>	<u>20-50</u>
<u>General Offices</u>	<u>50</u>
<u>Classrooms</u>	<u>50</u>
<u>Cafeterias</u>	<u>50</u>
<u>Gymnasiums</u>	<u>30-50</u>
<u>Parking Areas (uncovered)</u>	<u>1-2</u>

2. TEMPERATURE CONTROL

Standard Building Temperatures

During the heating season and occupied periods, heating systems are to be adjusted where possible to maintain the following average temperatures:

<u>Area</u>	<u>Heating Mode</u>	<u>Cooling Mode</u>
<u>Occupied Areas of Building</u>	<u>70-72F</u>	<u>76-78F</u>
<u>Kindergarten Rooms</u>	<u>70-72F</u>	<u>76-78F</u>
<u>Cafeteria and Kitchen</u>	<u>69-70F</u>	<u>76-78F</u>
<u>Storage and other Similar</u>		
<u>    Normally Unoccupied Areas</u>	<u>60F</u>	<u>N/A</u>
<u>Occupied Gym</u>	<u>68F</u>	<u>N/A</u>
<u>Wrestling Rooms</u>	<u>75F</u>	<u>N/A</u>
<u>Shops</u>	<u>68-72F</u>	<u>76-78F</u>
<u>Lavatories and Halls</u>	<u>68F</u>	<u>76-78F</u>

During the heating season and unoccupied periods, heating systems where possible are to be adjusted to maintain average room temperature of 60F.

Heating/cooling systems are to be shut down while buildings are unoccupied and the outdoor temperature is above 50F.

Descriptor Term:  
Energy Conservation

Descriptor Code:  
ECF-R  
Rescinds:  
ECF-R

Page 2 of 3  
Issued Date: 11/83  
Reviewed Date: 3/10  
Revised Date:  
DRAFT 3/10

Heating systems shall be operative to produce average room temperatures not to exceed 60F when a building is unoccupied and the outdoor temperature is below 50F provided damage to the building contents or systems will not result by this action.

During the cooling season and unoccupied periods, when air conditioning systems are operating, cooling systems are to be adjusted to maintain average room temperatures no lower than 76F. Air conditioning systems are to be shut down when a building is unoccupied.

Domestic hot water temperature control devices must be set at 110F or the lowest setting on the control device, whichever is higher.

Staff will not obstruct ventilation/return air ducts or unit ventilators.

#### Exceptions to Standard Building Temperatures

The District shall apply with all governing national and/or state temperature regulations when emergency energy consumption conditions exist.

The Business Office is authorized to submit exception applications to the appropriate governing agency as the need to request exceptions become evident.

District administration is authorized to make changes in temperature settings as deemed necessary.

## 2. SCHEDULING

All community education activities/programs shall be scheduled in rooms appropriate to the number of attendees and shall be consolidated to one air handling unit zone whenever possible. The Community Education's scheduler will coordinate the consolidation of activities based on the Zoned floor plans provided by the Operations & Properties department.

## 3. COMPUTERS AND OTHER OFFICE EQUIPMENT/PLUG LOADS

All computer monitors and other office equipment should be shut off when not in use. Each computer monitor should be set with a 15-minute sleep-mode.

Office copiers and printers will be shut off at night where appropriate.

Classroom televisions will be unplugged over the summer unless used for summer school.

Vending machines for pop, juice and water will be de-lamped and unplugged over the summer except in special circumstances.

## 5. PERSONAL APPLIANCES

Personal portable space heaters, water coolers, coffee makers, coffee warmers, microwaves and refrigerators are banned from school district facilities except where deemed necessary by the Operations & Properties department. Any exceptions to this regulation need to be submitted and approved by the Operations & Properties Department.

Descriptor Term:  
Energy Conservation

Descriptor Code:  
ECF-R  
Rescinds:  
ECF-R

Page 3 of 3  
Issued Date: 11/83  
Reviewed Date: 3/10  
Revised Date:  
DRAFT 3/10

6. GYMS AND LOCKER ROOMS

All gym and locker room lights should be turned off if area will be unoccupied for a period in excess of fifteen minutes.

Ventilation systems will be controlled to maintain the correct amount of air based on occupancy.

During spring and summer months, when phy-ed classes are outside, the gym lighting will be limited to walk-thru lighting and other minimal lighting requirements.

4. KITCHENS

Appliance and equipment “on” times will be as close as possible to the actual use.

Ventilation fans, ovens and other equipment will be shut off when not needed.

Refrigerator doors will remain closed as often as possible.

Unused kitchen beverage coolers and ice cream freezers will be unplugged over the summer.

Frozen food will be consolidated into the district maintenance and high school freezers over the summer. All other freezers will be unplugged and propped open – refer to shut down procedures for walk-ins.

5. SWIMMING POOLS

<u>Swimming Pool Room – Burnsville High School</u>	<u>80F</u>
<u>Swimming Pool Room – Eagle Ridge Junior High</u>	<u>82F</u>
<u>Swimming Pool Room – Metcalf Junior High</u>	<u>82F</u>
<u>Swimming Pool Room – Nicollet Junior High</u>	<u>84F</u>
<u>Swimming Pool Water – Burnsville High School</u>	<u>82F</u>
<u>Swimming Pool Water – Eagle Ridge Junior High</u>	<u>85F</u>
<u>Swimming Pool Water – Metcalf Junior High</u>	<u>85F</u>
<u>Swimming Pool Water – Nicollet Junior High</u>	<u>87F</u>

Swimming pool covers will be used to reduce evaporation and minimize heat loss. Users of the pool will be responsible for replacing pool cover after use.

Descriptor Term:

Facilities Construction

Descriptor Code:

FE

Rescinds:

FE (11/83)

Page 1 of 1

Issued Date: 11/83

Reviewed Date: 1/91

Revised Date: ~~1/91~~  
3/10

#### NEW CONSTRUCTION

The Board shall determine the extent of all new construction based upon reports and recommendations submitted by the administration through the Superintendent.

Descriptor Term:  
Facilities Construction

Descriptor Code:  
FE-R  
Rescinds:  
FE-R (11/83)

Page 1 of 1  
Issued Date: 11/83  
Reviewed Date: 1/91  
Revised Date: ~~1/91~~  
3/10

#### DETERMINING NEEDS

The Superintendent is responsible for the establishment of a system to determine existing and projected needs of the school construction program.

The Superintendent shall report to the Board the state and condition of existing facilities as they relate to servicing future needs and purpose.

A constant effort shall be made to assess projected student enrollments, physical facilities, and financial position of the District.

At regular intervals appropriate to long range planning, the administration shall submit, for review by the Board, a report of current factors or community growth: projection of enrollments, financial resources, and conditions.

#### DETERMINING THE EXTENT OF NEW CONSTRUCTION

The Board shall determine the extent of all new construction based upon reports and recommendations from the Superintendent.

New construction is defined to include major repair and replacement of all building items to the extent that they shall be maintained in the condition of their original construction, or as redesigned.

Descriptor Term:

Architect

Descriptor Code:

FEB

Rescinds:

RFEB (11/83)

Page 1 of 1

Issued Date: 11/83

Reviewed Date: 4/91

Revised Date: 4/91

DRAFT 3/10

#### DISTRICT ARCHITECT

The District shall employ a licensed architect for major projects ~~in excess of \$100,000 and for other projects~~ on an as needed basis. ~~The same architect may serve in both capacities.~~

An architect employed by the School District shall carry errors and omissions liability coverage with limits of at least ~~\$1,000,000~~—2,000,000.

The limits of insurance required by the District may be adjusted as suggested by the following factors: size of project, complexity of project, number of prime contractors.

The policy shall not contain a deductible in excess of \$25,000.

Descriptor Term:

Site Acquisition

Descriptor Code:

FEE

Rescinds:

Page 1 of 1

Issued Date: 11/83

Reviewed Date: 1/91

Revised Date: ~~1/91~~

DRAFT 3/10

The purchase of school sites shall be considered at the earliest possible time prior to the need for a site.

Descriptor Term:

Site Acquisition

Descriptor Code:

FEE-R

Rescinds:

REE-R (11/83)

Page 1 of 1

Issued Date: 11/83

Reviewed Date: 4/91

Revised Date: ~~4/91~~

DRAFT 3/10

## SCHOOL SITE SELECTION AND ACQUISITION

The selection of a site requires the cooperative effort of the Board, administration, and the District's attorney.

Site selection shall include an analysis of demographic data, housing patterns, transportation needs, acreage, and site proximity to park land.

Land acquisition shall be made by direct contact with the owner prior to initiating condemnation procedures.

Descriptor Term:  
Naming School Buildings  
Or Facilities

Descriptor Code:  
FFB  
Rescinds:

Page 1 of 1  
Issued Date: 10/92  
Reviewed Date:  
Revised Date:  
DRAFT 3/10

#### NAMING SCHOOL BUILDINGS OR FACILITIES

The naming or renaming of school buildings or facilities is the responsibility of the School Board. If a building or facility is to be named after an individual, that person shall have attained local or national prominence via significant contributions in any field of endeavor. Their contributions or the significance of their place in history shall be clearly established beyond the generation of their contribution.

It is the policy of the School Board to name school buildings at the time of construction. Major components of school buildings (media centers, theaters, gymnasiums, fields, etc.) may be named at any time upon recommendation from the Building Principal or action of the School Board.

Whether naming a building, facility or building component, the aforementioned criteria shall apply. The School Board will establish a committee of five to seven residents, which will receive suggestions from the community, staff and students. This committee shall be representative of the entire school district and will propose a name or names to the School Board. The School Board reserves all rights in the naming or renaming of school buildings, facilities or major components of school buildings.

Collections of works or other major gifts to the school district may be acknowledged and named by individual schools, subject to the District's gift policy.

Descriptor Term:

Retirement of Facilities

Descriptor Code:

FL

Rescinds:

FL (11/83)

Page 1 of 1

Issued Date: 11/83

Reviewed Date: 4/91

Revised Date: 4/91

DRAFT 3/10

## CLOSING AND RETIRING A SCHOOL FACILITY

School facilities will be considered for closing when a facility is no longer needed or when the decline in enrollment makes operation of all facilities impractical or the operation of all facilities would have a detrimental effect on the District's education program.

Selection of a school facility for closing shall be based upon the adequacy of that facility with respect to other facilities in meeting specific criteria.

The Board shall establish a committee to include community members to investigate and make recommendation(s) of a school facility(s) for closing. Their recommendation(s) shall be presented to the Board prior to public hearings.

The Board shall hold public hearings to encourage community participation in the deliberation on closing a school facility.

When the decision is made to close a specific school facility, the Board shall determine, with the assistance of a citizen's study committee, whether the facility should be sold, leased or retained for future use.

The final decision to close a school facility shall be made by the School Board allowing adequate time to prepare for the closing and reassignment of staff members for the targeted school year.

Descriptor Term:  
Retirement of Facilities

Descriptor Code:  
FL-R  
Rescinds:  
FL-R (11/83)

Page 1 of 5  
Issued Date: 11/83  
Reviewed Date: 4/91  
Revised Date: 4/91  
DRAFT 3/10

#### CONSIDERATION OF FACILITY RETIREMENT

“ School facility” means all school property including District buildings, sports facilities and undeveloped land.

Prior to closing a school facility the Board shall consider alternatives to facility retirement. Alternatives may include changing school boundaries to affect enrollment, shifting programs from one building to another and implementation of new programs.

A decision to study facility closing should be made when a facility is no longer needed or when declining enrollment reaches a point at which continued operation of all facilities would result in detrimental effects of a part or all of the educational program and would also result in adverse effects on the financial management of the District.

#### CRITERIA FOR SELECTING FACILITY RETIREMENT

When a facility is considered for closing, educational program impact should be determined, an assessment of comparable facilities should be addressed, and the consequences for placement of students should be specified.

The criteria governing the selection of facilities to be closed are classified as follows:

##### Education Program Assessment

Educational Facility – The optimal enrollment, school size, room configuration and site for an educational facility should be defined to maintain an effective education program.

Educational Services – Services related to media, special programs, food distribution, administration, custodial and storage areas should be considered in light of current needs.

Staffing Patterns – Staffing to support a typical educational program in the type of building under consideration for closing should be determined based upon the current education program in effect.

Descriptor Term:  
Retirement of Facilities

Descriptor Code:  
FL-R  
Rescinds:  
FL-R (11/83)

Page 2 of 5  
Issued Date: 11/83  
Reviewed Date: 4/91  
Revised Date: 4/91  
DRAFT 3/10

#### Present Facility Analysis

Facility Space – Each facility under consideration should be analyzed to determine all space available to support an educational program.

Facility Financial Assessment – A comparison of maintenance and operation costs to include energy, utility and service contracts should be conducted.

Facility Physical Condition – Consideration should be given to the age and future useful life, necessary or planned building improvement, compliance with city, state and federal building codes and short and long range maintenance requirements.

Facility and Site unique Factors – Consideration should be given to those physical characteristics which could not be easily duplicated or would be difficult to replace, such as pools, theaters, athletic or playground facilities, adjacent park facilities, etc.

#### School / Community Implications

Enrollment – District enrollment trends should be examined to determine if a school building could be closed.

Student Reassignment – School attendance areas should be simulated to assure as much as possible in adequate distribution for students among the remaining buildings.

Student Transportation – Transportation safety and number of students transported should be considered for all affected attendance areas.

Demographic Assessment – The composition of neighborhoods relative to type and age of housing, potential for growth, enrollment trends and permanency of a decision to close a school should be studied.

Descriptor Term:  
Retirement of Facilities

Descriptor Code:  
FL-R  
Rescinds:  
FL-R (11/83)

Page 3 of 5  
Issued Date: 11/83  
Reviewed Date: 4/91  
Revised Date: 4/91  
DRAFT 3/10

#### Disposition of Closed Facility

District Need to Retain Facility – Consideration should be given to projecting future educational needs of the District in relationship to changing enrollment/population trends and space requirements for educationally related activities under the direction of the District.

Facility Usage Alternatives – a listing of potential uses for a closed facility should be developed to include the sale or lease of the facility, potential for other District use, and consistency with other governmental area plans.

#### RECOMMENDATION FOR SELECTING A FACILITY FOR RETIREMENT

A process for selecting a facility for retirement will be determined by combining those criteria specified under “Criteria for Selecting a Facility for Retirement” into statements that can be considered in a weighting process. Each statement will be assigned a weighting rank. A ranking process will be employed in the final selection for a facility retirement.

Recommendations may also consist of compilations of school facility assessments and other materials and judgments the committee feels are relevant to their final recommendation.

A net savings, if any, associated with each facility rated in ‘Present Facility Analysis’ will be calculated to include salaries, fringe benefits, maintenance and operations, supplies and materials.

The disposition of an existing facility will be determined at the time of specifying the retirement-based on the criteria in “Disposition of Closed Facility.”

Descriptor Term:  
Retirement of Facilities

Descriptor Code:  
FL-R  
Rescinds:  
FL-R (11/83)

Page 4 of 5  
Issued Date: 11/83  
Reviewed Date: 4/91  
Revised Date: 4/91  
DRAFT 3/10

#### PROCEDURE FOR PUBLIC HEARINGS AS PART OF DELIBERATIONS TO CLOSE A SCHOOL FACILITY

The Board shall conduct public hearings to explain the need to retire a school facility and to present the supporting documentation that has been accumulated.

The public hearing shall be fully informed of all deliberations and decisions relating to the closing or potential closing of a school.

#### PROCEDURE FOR SALE, LEASE OR RETENTION OF A SCHOOL FACILITY

If a facility is to be sold, the District's Business Manager shall proceed as directed by the School Board.

Funds generated from the sale of real property shall be deposited in the Debt Redemption Fund or Capital Expenditure Fund as required by Minnesota Statutes.

Lease of a school facility shall be examined in terms of short term and long term advantages to the District as compared to sale of the facility or continued ownership of vacated property.

Continued ownership of a closed facility shall be determined on the basis of alternate uses, cost of ownership, current and projected needs, feasibility of sale or lease and consequences of sale or lease.

Prior to committing a facility to an alternate use, the city government shall be consulted to determine if the proposed use is permissible under local zoning ordinances.

Descriptor Term:  
Retirement of Facilities

Descriptor Code:  
FL-R  
Rescinds:  
FL-R (11/83)

Page 5 of 5  
Issued Date: 11/83  
Reviewed Date: 4/91  
Revised Date: 4/91  
DRAFT 3/10

## PROCEDURE FOR IMPLEMENTATION OF SCHOOL CLOSING

The Building principal shall be responsible for building equipment and supplies inventories, updating all student records, transferring of student records to the new school of attendance, collecting and cataloging all keys held by employees, closing of all student activity bank accounts via transfer to appropriate accounts in other buildings and the discontinuance and finalization of all purchasing.

The Office of Human Resources will inform all District employees of the impending closure and the possible effects on each staff member. Placing individuals on unrequested leave of absence must be completed pursuant to Minnesota Statutes, District Policy and applicable Master Agreements.

The custodial staff, under the direction of the Director of Operations or his/her designee, shall prepare the building for retirement by securing all entrances and windows, draining the plumbing fixtures and shutting down all mechanical equipment.

The Director of Planning and Information Systems will provide a plan for the reassignment of students, taking into consideration the enrollment in neighboring schools, walking distances, building capacities, projected enrollment changes, programs and transportation requirements.

The Superintendent will inform all District residents of the impending closure, the schedule of events designed to implement the closure and the changes in attendance areas resulting from the closure.

The Director of Purchasing and Properties shall direct the transfer, storage, sale or relocation of all materials and equipment housed in the facility to be closed.

Legal Reference: Minn. Stat. § 123.36, Subd. 13

Descriptor Term:

Descriptor Code:

Page 1 of 1  
Issued Date:  
DRAFT 03/10  
~~January 3, 1991~~  
Issued: 1/91

Guidelines for Contract  
Discussions with Meet and  
Confer Employee Groups

HFA  
Rescinds:

The Superintendent will meet with the School Board to determine contract provision parameters prior to ~~the initiation of contract discussions-~~ meeting with Meet and Confer Employee Groups to discuss the contract for the coming years. Meet and Confer employees will have the opportunity to provide input before the district determines terms and conditions of employment.

Descriptor Term:

Descriptor Code:  
HO

Page 1 of 1  
Issued Date:  
~~1/84~~  
DRAFT 4/10  
Issued: 1/84

Staff Job Actions

Rescinds:

#### Insurance Coverage During Work Stoppage

District 191 shall provide a system of insurance coverage or non-coverage during a work stoppage. Insurance coverage shall cease on the last day of the month in which the stoppage occurred.

#### Work Day Schedule

In the event of a strike by any employee group, there shall be no rescheduling of workdays missed during the work stoppage.

Descriptor Term:  
Staff Job Actions

Descriptor Code:  
HO-R  
Rescinds:

Page 1 of 1  
Issued Date:  
DRAFT 4/10  
Issued: 1/84

#### Insurance Coverage During Work Stoppage

In the event of a strike by any District 191 employee groups, insurance contributions by the District shall cease on the last day of the month following the start of the strike for all striking employees.

Striking employee shall have the opportunity to pay the entire cost of health and accident insurance plus life insurance.

The payment shall be delivered to the Business Office Personnel Department before the last day of the month preceding coverage and each corresponding date thereafter for the duration of the strike.

If payment is not made, all coverage will be ceased on the last day of the month in which the strike commenced. ~~suspended for the duration of the strike.~~

Members of the striking group who choose to remain on duty shall receive fringe benefits as outlined in the appropriate agreement.