

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
February 25, 2016  
6:30 PM

(5:00 PM Technology Fair at Diamondhead Education Center)

(6:00 PM Superintendent Listening Session with Dr. Joe Gothard and Dr. Stacie Stanley)

- I. Call to Order
  - A. Welcome
  - B. Pledge of Allegiance
  - C. Public Recognition - Winners of 2nd U.S. Congressional District App Competition
- 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. Approve Meeting Minutes 3
  - 2. Approve Personnel Recommendations 5
  - 3. Adopt a Resolution to Accept Donations 7
  - 4. Payroll, Expenditures, Receipts & Investments 9
  - 5. Budget Analysis 51
  - 6. Approve Change Orders #063, #066, #070, #072, #073, #074, #075 and #076 for the 2015 Additions and Alterations to Burnsville High School 58
- III. New Business
  - A. Adopt a Resolution Awarding the Sale of General Obligation Alternative Facilities Refunding Bonds, Series 2016A 76  
Presenter: Lisa Rider, Executive Director of Business Services
  - B. Receive a Report on the Burnsville Promise 140  
Presenter: Dr. Kathy Funson, Director of Curriculum
  - C. Approve Agreement with Burnsville Promise 157  
Presenter: Lisa Rider, Executive Director of Business Services
  - D. Approve the Resolution for American Indian Education 166  
Presenter: Dr. Stacie Stanley, Director of Equity and Integrated Student Services
  - E. Approve the Revisions and Re-adopt the Unchanged Language in the 2015-2017 Collective Bargaining Agreement with the Burnsville Association of Educational Assistants 173  
Presenter: Stacey Sovine, Executive Director of Human Resources

F. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2015-2017 Collective Bargaining Agreement with the Food Service Association and ISD 191 Presenter: Stacey Sovine, Executive Director of Human Resources	196
G. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2015-2017 Master Agreement with the Operations and Maintenance Supervisors Presenter: Stacey Sovine, Executive Director of Human Resources	219
H. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2015-2017 Master Agreement with the Burnsville District-Wide Administrators Presenter: Stacey Sovine, Executive Director of Human Resources	229
I. Approve, on a first reading basis, Board Policies 409: <i>Employee Publications, Instructional Materials, Inventions and Creations</i> (rescind GCQB); 609: <i>Religion</i> ; 701: <i>Establishment and Adoption of School District Budget</i> (rescind DBH); 701.1 <i>Modification of School District Budget</i> (rescind DBH); 702: <i>Accounting</i> (rescind DIA); 703: <i>Annual Audit</i> (rescinds DB and DIC); 704: <i>Development and Maintenance of an Inventory of Fixed Assets and a Fixed Accounting System</i> ; 705.1: <i>Post-Issuance Debt Compliance</i> ; 705.2: <i>Other Post-Employment Employee Benefits (OPEB) Investments</i> (rescind 705R); 706: <i>Acceptance of Gifts</i> ; 714: <i>Fund Balances</i> (rescind DAA); 801: <i>Equal Access to School Facilities</i> ; 802: <i>Disposition of Obsolete Equipment and Material</i> (rescind DN); and 807: <i>Health and Safety Policy</i> (rescind 803) Presenter: Dr. Joe Gothard, Superintendent	243
IV. Committee Reports	294
V. Adjourn to a Closed Session as Permitted by Minnesota State Statute §13D.03 to Discuss ISD 191’s Labor Negotiations Strategy	

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
February 11, 2016

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

Call to Order

Members present: Directors Currier, Alt, Schmid, Sweep, Hill and Chair Luth. Others in attendance were Student Representative Abegaz, staff and members of the public. Superintendent Gothard and Director VandenBoom were absent.

Attendance

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

Pledge of Allegiance

Moved by Hill, seconded by Schmid, to approve the agenda. Motion carried unanimously (6, 0).

Agenda

Moved by Sweep, seconded by Currier, to approve the consent agenda:

Consent Agenda  
Minutes

- Approve minutes of the January 28, 2016 regular school board meeting.
- Approve personnel recommendations for E. Cunningham, A. Iverson, R. Kutz, A. Mickelson, N. Mosher, K. Torralba, S. Barr, M. Butorac, W. Hadac, J. Teske, and B. Melake.
- Approve second reading of Board Policies 416: *Drug and Alcohol Testing* (rescind BAB) and 417: *Chemical Use and Abuse* (rescind GBCB-R and JFCH).
- Approve change order #3 for the 2015 Diamondhead Education Center Early Childhood Program Alterations Project in the amount of \$54,628.74.
- Approve change orders #059, #060, #061, #062, #064, #065 and #067 for the 2015 Additions and Alterations to Burnsville High School.

Human Resources

Policies

Change Order

Motion carried unanimously (6, 0).

Award Bid

Moved by Schmid, seconded by Hill, to award the Sky Oaks, Nicollet, Edward Neill and Harriet Bishop bids to the following contractors and authorize the signing of contracts with said contractors: contract #0610 for general construction to CM Construction Company, Inc. in the amount of \$1,675,000; contract #2330 for mechanical to Cool Air Mechanical in the amount of \$490,500; contract #2600 for electrical/ communications/ security/sound to CM Construction Company, Inc. in the amount of \$466,750. The total all contracts is \$2,632,250. Motion carried unanimously after discussion (6, 0).

Moved by Currier, seconded by Alt, that the Board of Education approves the 2016-18 addendum to the existing transportation contract with Durham School Services. Motion carried unanimously after discussion (6, 0).

2016-18  
Addendum with  
Durham

Moved by Currier, seconded by Schmid, to approve the proposed rates for Auditor Services for the next three years with CliftonLarsonAllen. Motion carried unanimously (6, 0).

Auditor Services

Received a report from Stacie Stanley, director of equity and integrated student services, Julie Krohn, coordinator and Shannon McParland, principal on the progress of the Culturally Proficient School System.

Report on CPSS

Received reports from Student Representative Abegaz and Board members Dr. Currier, Alt, and Chair Luth.

Reports

Moved by Schmid, seconded by Sweep, to adjourn the meeting. Motion carried unanimously (6, 0).

Adjourn

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Jim Schmid, clerk

February 25, 2016

Date Approved

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

TO: Members, Board of Education  
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: February 25, 2016

RE: Recommended Personnel Changes

**Certified**

**Appointment  
Leave of Absence**

Anna Abbe	*Teacher, MJH, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year
Laurie Coddington	*Teacher, NJH, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year
Kara Firstbrook	*Teacher (currently on leave), HV, requests 1.0 FTE general leave of absence, effective 2016/2017 school year
Joanne Himrich	*Teacher, ECSE, requests 1.0 FTE, general leave of absence, effective 2016/2017 school year
Christine Knutson	*Teacher (currently on leave), WB, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year
Bridget Mason	*Teacher (currently on part time leave), WB, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year
Samantha Olson-Wyman	*Teacher, GP, requests 1.0 FTE general leave of absence, effective 2016/2017 school year
Margaret Rocke	*Teacher, ECSE, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year
Bethany Schoeneck	*Teacher (currently on leave), GP, requests 1.0 parental leave of absence, effective 2016/2017 school year
Danielle Wadell	*Teacher (currently on leave), RAHN, requests 1.0 parental leave of absence, effective 2016/2017 school year
Kari Ward	*Teacher (currently on leave), VV, requests 1.0 parental leave of absence, effective 2016/2017 school year

**Resignation**

John Maronde	*Teacher, MJH, effective 2/19/16
Greg May	*Teacher, SO, effective 3/16/16
Emily Robb	*Teacher (currently on leave), NJH, effective 6/10/16

**Return from Leave**

Colleen Coleman	*Teacher (currently on part time leave), requests to return to work 1.0 FTE, effective 2016/2017 school year
Jennifer Cooper	*Teacher (currently on leave), requests to return to work 1.0 FTE, effective 2016/2017 school year
Jessica Perry	*Teacher (currently on leave), requests to return to work 1.0 FTE, effective 2016/2017 school year
Melissa Smith	*Teacher (currently on part time leave), requests to return to work 1.0 FTE, effective 2016/2017 school year

**Classified**

**Appointment**

Rachel Keeney	-Replacement-Clerical Level II, 8 hrs/day, BHS, effective 2/15/16
Darius Meyers	*Replacement-EA Level IV, 6.75 hrs/day, ST, effective 2/22/16
Nicholas Ryan	-New-AVID Tutor, District-Wide, effective 2015/2016 school year
Sandra Sanderson	*Replacement-Food Service Associate, 3.25hrs/day, ERJH, effective date 3/1/16
Zaria Smith	*New-AVID Tutor, District-Wide, effective 2015/2016 school year

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 02/25/16

**Change in Assignment**

Heidi Knight

\*Assignment changes to EA Level IV, 7 hrs/day, BHS, effective 2/17/16

**Resignation**

Gregory Helenburg

\*AVID Tutor, District-Wide, effective 2/19/16

Stephanie Schumacher

\*EA Level IV, 6.5 hrs/day, ECSE, effective 2/26/16

Jordan Strand

-EA Level IV, NJH, effective 2/16/16



**Agenda II.B.3  
February 25, 2016**

**To:** Members, Board of Education  
Dr. Joe Gothard, superintendent

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

**Date:** February 19, 2016

**Re:** Donations

**RECOMMENDATION:** To adopt a resolution to approve and accept donations as presented.

**RESOLUTION TO APPROVE AND ACCEPT DONATIONS**

**WHEREAS,**

1. School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and
2. Minnesota Statute 123B.02 states the School Board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated; and
3. Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and
4. Businesses and individuals have submitted donations to the district;

**THEREFORE, BE IT RESOLVED** by the School Board of ISD 191 to approve and accept with appreciation the donations as presented below and to permit their use as designated by the donors.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on February 25, 2016.

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Jim Schmid  
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
2/4/2016	Project KIDS	Community Education	Brainpower in a Backpack	\$2,088.21
2/4/2016	Dawn Schmidt/Bell Mortgage	Community Education	Brainpower in a Backpack	\$2,500.00
2/9/2016	Burnsville Lion's Club	Gideon Pond Elementary	Playground	\$20,000.00
2/9/2016	Burnsville Lion's Club	Burnsville High School	Robotics Team	\$5,000.00
2/9/2016	Jack and Shirley Sorteberg	Burnsville High School	Hanson Scholarship Fund	\$50.00
12/17/2015	Daniel Kuhl and Tien Cai	Harriet Bishop Elementary	Harriet Bishop Elementary School's general fund, whatever the school deems it is needed most	\$3,000.00
2/5/2016	Arrowhead Promotion and FulFillment	Community Education	Box Tops for Education	\$10,000.00
2/7/2016	Wendy Crandall, Bell Mortgage Bank and Trust	ISD 191	BrainPower in a BackPack	\$2,500.00
2/7/2016	Neill School, c/o Patty Herkenhoff	ISD 191	BrainPower in a BackPack	\$150.00
2/7/2016	Sheryl and Mike Burkhardt	ISD 191	BrainPower in a BackPack	\$50.00
2/10/2016	Vista View PTO	ISD 191	BrainPower in a BackPack	\$500.00
2/10/2016	Burger Jones Burnsville, Parasole Restaurant Holdings, Inc.	ISD 191	BrainPower in a BackPack	\$500.00
2/11/2016	The Eagan Foundation Inc.	ISD 191	Grant for BrainPower Food Shelves	\$393.00
2/11/2016	William Byrne PTO	ISD 191	BrainPower in a BackPack	\$1,000.00
2/4/2016	Project KIDS/Shar Lattery	ISD 191	BrainPower in a BackPack	\$2,077.21
2/16/2016	St. John the Baptist Catholic School	ISD 191	BrainPower in a BackPack	carload of food

Total monetary contributions to accept: **\$49,808.42**



**Agenda II.B.4  
February 25th, 2016**

**TO: Dr. Joe Gothard, Superintendent and Board of Education**

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

**DATE: Feb 25th, 2016**

**RE: January Payroll, Claims and Receipts**

**RECOMMENDATION:** That the Board approves January payroll checks numbered 718351-718397, and Direct Deposit notices numbered 596603-599675, in the net amount of \$3,608,349.05. Jan & Feb claims to date represented by checks numbered 444352-444833, 147-150, 1014836-1015036, and 101275-101308 and wire transfers and adjustments totaling \$17,710,232.15. Also, that the Board accepts Jan receipts of \$12,240,062.18 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$90,648,420.17 as of January 31, 2016.

January payroll, wire transfers, claims and receipts have been prepared under the direction of Gordon Winterlin, Director of Accounting, and are presented for approval by the School Board. I would be glad to answer any questions.

LKR/mw

**INDEPENDENT SCHOOL DISTRICT 191  
FINANCIAL REPORT  
January 2016**

**Cash Receipts**

Receipts	\$12,240,062.18
Miscellaneous Adjustments	

**TOTAL JANUARY CASH RECEIVED**

12,240,062.18

**CASH DISBURSEMENTS**

Jan

Regular Payroll Checks	718351-718397	\$3,608,349.05
Direct Deposit Notices	596603-599675	

Dec Payables previously approved:	\$507,226.76
Jan Claims previously approved:	\$1,315,688.28

Jan Claims:	444352-444552	\$3,426,467.39
	444614-444650	
	147-150	
	1014836-1014920	
	101275-101298	

Jan Wire Transfers	\$13,549,559.84
Miscellaneous Adjustments	<u>\$7,951.85</u>

**TOTAL JAN CASH DISBURSED**

22,415,243.17

**TOTAL EXPENSES TO BE APPROVED**

Nov Cash Disbursed	\$22,415,243.17
Less: Items Previously Approved	-\$1,822,915.04

Plus: Jan Payables	444553-444613	\$236,773.49
Checks	444754-444833	

Feb Claims:	444651-444753	\$489,479.58
Checks	1014921-1015036	
	101299-101308	

**TOTAL TO BE APPROVED**

21,318,581.20

	<u>Money Market</u>	<u>(Original Cost) Investments</u>	<u>Total 1/31/2016</u>
GENERAL FUND	\$3,935,329.12	\$15,368,332.80	\$19,303,661.92
OPEB	\$4,286.42	\$9,824,062.00	\$9,828,348.42
OPEB EQUITY INV THROUGH JANUARY 31, 2015	\$69,856.97	\$4,189,859.90	\$4,259,716.87
2015A SCHOOL BUILDING BONDS	\$4,924,981.45	\$47,831,149.42	\$52,756,130.87
2012A ALT FACILITIES	\$3,782,054.11	\$0.00	\$3,782,054.11
ALT FACILITY FUND	<u>\$718,507.98</u>	<u>\$0.00</u>	<u>\$718,507.98</u>
	<u>\$13,435,016.05</u>	<u>\$77,213,404.12</u>	<u>\$90,648,420.17</u>

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



# Total Portfolio Report CAR

As of: 01/31/16

PMA Financial Network, Inc.

2135 CityGate Lane  
7th Floor  
Naperville, Illinois 60563  
Telephone . 630-657-6400  
Facsimile . 630-718-8701

## BURNSVILLE ISD 191 / GENERAL FUND

2960

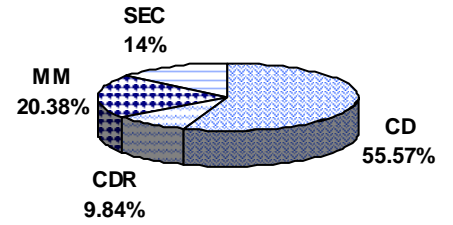
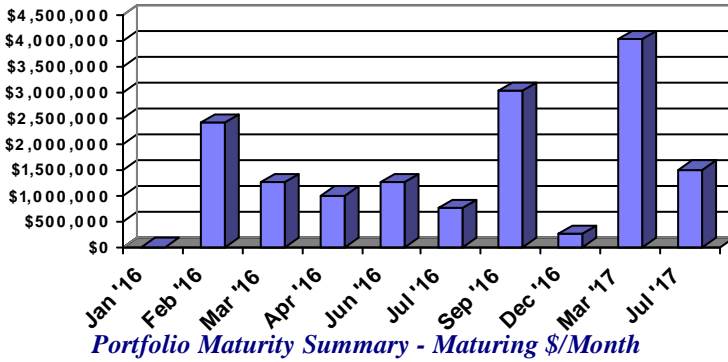
Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$3,935,329.12	\$3,935,329.12	
CD	193377	1	01/30/14	02/01/16	SEASIDE NATIONAL BANK & TRUST	\$249,934.94	\$247,700.00	0.450
CD	193378	1	01/30/14	02/01/16	PRIVATE BANK - MI	\$249,932.47	\$247,400.00	0.510
CDR	193423	1	02/06/14	02/04/16	Landmark Bank, N.A.	\$243,372.87	\$241,235.77	0.449
CDR	193423	2	02/06/14	02/04/16	Standing Stone National Bank	\$243,372.87	\$241,235.77	0.449
CDR	193423	3	02/06/14	02/04/16	First State Bank	\$243,372.87	\$241,235.77	0.449
CDR	193423	4	02/06/14	02/04/16	Norway Savings Bank (MHC)	\$243,372.87	\$241,235.77	0.449
CDR	193423	5	02/06/14	02/04/16	F&M Bank and Trust Company	\$243,372.87	\$241,235.77	0.449
CDR	193423	6	02/06/14	02/04/16	Citizens Security Bank & Trust Company	\$217,609.47	\$215,698.61	0.449
CDR	193423	7	02/06/14	02/04/16	Southern Bank	\$217,291.71	\$215,383.64	0.449
CDR	193423	8	02/06/14	02/04/16	LegacyTexas Bank / ViewPoint Bank (MHC)	\$140,667.23	\$139,432.01	0.449
CDR	193423	9	02/06/14	02/04/16	Mutual of Omaha Bank	\$124,399.26	\$123,306.89	0.449
CD	194320	1	03/03/14	03/14/16	POST OAK BANK, NA	\$249,914.78	\$247,900.00	0.400
CD	194321	1	03/03/14	03/14/16	PREMIER BANK	\$249,927.32	\$248,100.00	0.362
CD	194322	1	03/03/14	03/14/16	INDEPENDENT BANK / BANK OF HOUSTON	\$249,965.07	\$248,200.00	0.350
CD	194323	1	03/03/14	03/14/16	STATE BANK OF DAVIS	\$249,932.51	\$248,200.00	0.348
CD	194324	1	03/03/14	03/14/16	LENA STATE BANK	\$249,927.31	\$248,200.00	0.342
CD	208545	1	04/02/15	04/01/16	STATE BANK OF INDIA (NY)	\$249,952.09	\$249,300.00	0.262
CD	208546	1	04/02/15	04/01/16	BANCO POPULAR NORTH AMERICA	\$82,505.75	\$82,300.00	0.250
CD	208547	1	04/02/15	04/01/16	BANCO POPULAR NORTH AMERICA	\$84,210.00	\$84,000.00	0.250
CD	208548	1	04/02/15	04/01/16	BANCO POPULAR NORTH AMERICA	\$83,207.50	\$83,000.00	0.250
SEC	34466	1	04/09/15	04/06/16	Bank Of India Certificate of Deposit	\$248,000.00	\$248,000.00	0.351
SEC	34467	1	04/16/15	04/15/16	Synovus Bank Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
CD	210440	1	06/03/15	06/02/16	COMMUNITY CAPITAL BANK OF VIRGINIA	\$249,951.11	\$249,300.00	0.261
CD	210441	1	06/03/15	06/02/16	MRV BANKS	\$249,902.84	\$249,300.00	0.242
CD	210442	1	06/03/15	06/02/16	TOMATOBANK NA	\$249,446.88	\$248,800.00	0.260
CD	210443	1	06/03/15	06/02/16	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$249,946.37	\$249,200.00	0.300
CD	210444	1	06/03/15	06/02/16	HIAWATHA BANK AND TRUST COMPANY	\$249,927.34	\$249,200.00	0.292
CD	208542	1	04/02/15	07/26/16	METROPOLITAN COMMERCIAL BANK	\$249,959.80	\$249,000.00	0.293
CD	208543	1	04/02/15	07/26/16	ROCKFORD B&TC	\$249,959.80	\$249,000.00	0.293
CD	208544	1	04/02/15	07/26/16	GREAT MIDWEST BANK	\$249,946.44	\$249,300.00	0.197
CD	215193	1	09/04/15	09/02/16	PENTAGON FEDERAL CREDIT UNION (183 day and out)	\$2,760,666.39	\$2,750,000.00	0.390
SEC	36017	1	09/15/15	09/15/16	Everbank Certificate of Deposit	\$248,000.00	\$248,000.00	0.450
SEC	34831	1	06/12/15	12/12/16	Berkshire Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.517
SEC	36016	1	09/10/15	03/10/17	Capital One Bank (usa), National Association Certificate of Deposit	\$248,000.00	\$248,000.00	0.718
CD	215192	1	09/04/15	03/28/17	PENTAGON FEDERAL CREDIT UNION (183 day and out)	\$3,779,332.19	\$3,750,000.00	0.500
SEC	36587	1	11/24/15	07/14/17	Federal Home Loan Mortgage Corporation Note	\$1,500,000.00	\$1,499,932.80	0.753

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
<i>Note: Weighted Yield &amp; Weighted Average Portfolio Maturity are calculated only on the CD, CP, &amp; SEC desk.</i>						<b>Total Amount --&gt;</b>	<b>\$19,381,610.04</b>	<b>\$19,303,661.92</b>

**Time and Dollar Weighted Portfolio Yield:** 0.519 %

**Weighted Average Portfolio Maturity:** 187.35 Days

**MM:** 20.39%  
**CD's:** 55.57%  
**CP:** 0.00%  
**SEC:** 14.20%



Portfolio Allocation by Transaction Type



# Total Portfolio Report CAR

As of: 01/31/16

PMA Financial Network, Inc.

2135 CityGate Lane  
7th Floor  
Naperville, Illinois 60563  
Telephone . 630-657-6400  
Facsimile . 630-718-8701

## BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

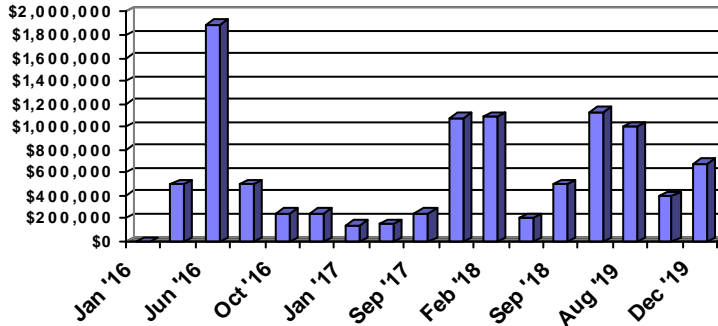
Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$4,286.42	\$4,286.42	
CD	182847	1	02/19/13	02/19/16	EAST BOSTON SAVINGS BANK	\$249,956.54	\$245,900.00	0.550
CD	182848	1	02/19/13	02/19/16	BRIDGEWATER BANK	\$249,899.41	\$245,800.00	0.556
CD	186939	1	06/21/13	06/21/16	FIFTH THIRD BANK	\$155,206.99	\$152,000.00	0.703
CD	187204	1	06/27/13	06/27/16	FIFTH THIRD BANK	\$92,008.39	\$90,000.00	0.743
SEC	29761	1	06/28/13	06/28/16	BMW Bank Of North America Certificate of Deposit	\$249,000.00	\$249,000.00	0.753
CD	208035	1	03/24/15	06/30/16	CFG COMMUNITY BANK	\$249,921.56	\$248,500.00	0.450
CD	208036	1	03/24/15	06/30/16	IDB BANK- NY	\$100,497.94	\$100,000.00	0.392
CD	208037	1	03/24/15	06/30/16	GBC INTERNATIONAL BANK	\$203,045.66	\$202,500.00	0.212
CD	217111	1	10/15/15	06/30/16	MODERN BANK, NATIONAL ASSOCIATION	\$110,196.19	\$110,000.00	0.251
CD	219475	1	01/25/16	06/30/16	FARMERS STATE BANK WATERLOO	\$249,920.62	\$249,500.00	0.392
CD	219476	1	01/25/16	06/30/16	EDGAR COUNTY B&TC	\$230,847.02	\$230,500.00	0.350
SEC	34379	1	03/30/15	06/30/16	Safra National Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.360
CD	187467	1	07/02/13	07/05/16	FIRST CAPITAL BANK	\$249,919.20	\$244,400.00	0.750
CD	187468	1	07/02/13	07/05/16	LUANA SAVINGS BANK	\$248,891.44	\$245,200.00	0.500
SEC	31043	1	10/23/13	10/24/16	Sallie Mae Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.155
CD	187466	1	07/02/13	11/14/16	DAKOTA COMMUNITY BANK	\$249,965.13	\$244,200.00	0.700
CD	192889	1	01/13/14	01/13/17	FAR EAST NATIONAL BANK	\$144,811.46	\$140,800.00	0.949
SEC	23783	1	12/20/10	02/01/17	Woodridge Illinois Taxable	\$150,000.00	\$150,000.00	3.350
SEC	30736	1	09/25/13	09/25/17	Cit Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.508
CD	205079	1	01/08/15	01/08/18	FIRST FREEDOM BANK	\$164,252.21	\$159,400.00	1.012
CD	205080	1	01/08/15	01/08/18	TRUSTONE FINANCIAL FEDERAL CREDIT UNION	\$249,684.73	\$241,600.00	1.111
CD	205081	1	01/08/15	01/08/18	HIBERNIA BANK	\$207,054.62	\$201,000.00	1.003
CD	192888	1	01/13/14	01/16/18	INDUSTRIAL & COMMERCIAL BANK OF CHINA	\$210,686.40	\$200,000.00	1.332
SEC	33742	1	01/14/15	01/16/18	Goldman Sachs Bank USA Certificate of Deposit	\$248,000.00	\$248,000.00	1.404
CD	205817	1	02/03/15	02/05/18	ADIRONDACK BANK	\$240,475.35	\$234,000.00	0.921
CD	205818	1	02/03/15	02/05/18	FIRST NB OF MCGREGOR	\$102,681.43	\$100,000.00	0.891
CD	205819	1	02/03/15	02/05/18	FIRST NATIONAL BANK	\$249,815.96	\$243,000.00	0.932
SEC	33857	1	02/05/15	02/05/18	Ally Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.154
CD	182782	1	02/15/13	02/15/18	PLAINS COMMERCE BANK	\$249,902.70	\$236,400.00	1.142
CD	208034	1	03/24/15	03/26/18	PEAPACK-GLADSTONE BANK	\$208,860.51	\$203,000.00	0.960
SEC	30731	1	09/25/13	09/25/18	Discover Bank Certificate of Deposit	\$247,000.00	\$247,000.00	2.013
SEC	30738	1	09/25/13	09/25/18	Compass Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.962
CD	192886	1	01/13/14	01/14/19	M.Y. SAFRA BANK	\$248,142.42	\$228,500.00	1.717
CD	192887	1	01/13/14	01/14/19	STEARNS BANK NA (N)	\$248,500.88	\$230,700.00	1.542
SEC	28287	1	10/09/12	01/15/19	Lakewood Township NJ Ref	\$630,000.00	\$630,000.00	1.580
SEC	28397	1	11/15/12	08/15/19	DENTON TX INDEP SCH DIST TXBL -REF - SER C	\$1,000,000.00	\$1,000,000.00	1.520
SEC	28316	1	10/15/12	10/15/19	ABERDEEN TWP NJ REF	\$390,000.00	\$390,000.00	1.570
SEC	28317	1	10/16/12	12/01/19	FAIRFIELD & UNION OH LOCAL SCH DIST	\$330,000.00	\$294,162.00	1.620
SEC	28355	1	10/19/12	12/01/19	COOK CNTY IL HIGH SCH DIST #205 THORNTON TWP	\$350,000.00	\$350,000.00	1.939

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
<i>Note: Weighted Yield &amp; Weighted Average Portfolio Maturity are calculated only on the CD, CP, &amp; SEC desk.</i>						<b>Total Amount --&gt; \$10,002,431.18</b>	<b>\$9,828,348.42</b>	

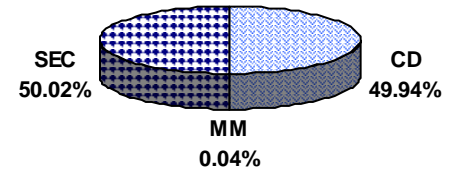
**Time and Dollar Weighted Portfolio Yield: 1.443 %**

**Weighted Average Portfolio Maturity: 694.18 Days**

**MM: 0.04%**  
**CD's: 51.15%**  
**CP: 0.00%**  
**SEC: 48.81%**



**Portfolio Maturity Summary - Maturing \$/Month**



**Portfolio Allocation by Transaction Type**



# Total Portfolio Report CAR

As of: 01/31/16

PMA Financial Network, Inc.

2135 CityGate Lane  
7th Floor  
Naperville, Illinois 60563  
Telephone . 630-657-6400  
Facsimile . 630-718-8701

## BURNSVILLE ISD 191 / 2015A BONDS

5762

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$4,924,981.45	\$4,924,981.45	
SDA					Savings Deposit Account - CITIBANK (SDA)	\$1,449.42	\$1,449.42	
TS	219676	1	01/29/16	03/01/16	MN TRUST TERM SERIES	\$14,004,909.59	\$14,000,000.00	0.400
CD	209399	1	05/12/15	05/11/16	FIRST NATIONAL BANK OF PARK FALLS	\$249,263.58	\$248,400.00	0.348
SEC	34641	1	05/14/15	05/12/16	IOWA ST HGR EDU LOAN AUTH RANS-UNIV OF DUBUQUE	\$4,900,000.00	\$4,900,000.00	0.550
SEC	34615	1	05/15/15	05/13/16	First Niagara Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.251
CD	209360	1	05/08/15	05/19/16	FIELDPOINT PRIVATE BANK & TRUST	\$249,900.26	\$249,000.00	0.351
CD	209361	1	05/08/15	05/19/16	BANK OF CHINA	\$249,993.70	\$249,200.00	0.308
CD	209362	1	05/08/15	05/19/16	FARMERS & MERCHANTS UNION BANK	\$249,951.19	\$249,200.00	0.292
CD	209363	1	05/08/15	05/19/16	IDB BANK- NY	\$148,446.13	\$148,000.00	0.292
SEC	34614	1	05/20/15	05/20/16	Bankunited, NA Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
SEC	34616	1	05/20/15	05/20/16	Investors Bank (mhc) Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
SEC	34617	1	05/13/15	06/01/16	waukee ia csd	\$725,000.00	\$725,000.00	0.350
SEC	34625	1	05/14/15	06/15/16	UMATILLA SD 008R-A	\$330,000.00	\$330,000.00	0.370
CD	209397	1	05/12/15	06/16/16	OREGON COMMUNITY BANK & TRUST	\$249,334.69	\$248,400.00	0.343
CD	209398	1	05/12/15	06/16/16	ASIAN PACIFIC NATIONAL BANK	\$249,253.06	\$248,300.00	0.349
CD	216903	1	10/06/15	06/16/16	BRIDGEWATER BANK	\$1,001,427.54	\$1,000,000.00	0.205
CD	209396	1	05/12/15	07/21/16	SUMMIT BANK - OR	\$249,173.29	\$248,100.00	0.363
CD	213963	1	08/12/15	07/21/16	HomeBank of Arkansas	\$249,996.15	\$249,400.00	0.254
CD	213964	1	08/12/15	07/21/16	UNITY NATIONAL BANK OF HOUSTON	\$249,912.38	\$249,300.00	0.261
CD	213965	1	08/12/15	07/21/16	BANK OF THE OZARKS	\$249,995.95	\$249,500.00	0.211
CD	213966	1	08/12/15	07/21/16	CENTRAL BANK OF OKLAHOMA / ONB BANK AND TRUST COMPANY	\$249,995.52	\$249,500.00	0.211
CD	213967	1	08/12/15	07/21/16	PACIFIC WESTERN BANK	\$249,970.75	\$249,500.00	0.200
CD	213968	1	08/12/15	07/21/16	COMMUNITY WEST BANK	\$249,927.29	\$249,500.00	0.182
CD	213969	1	08/12/15	07/21/16	BANK 7	\$249,942.32	\$249,400.00	0.231
CD	213970	1	08/12/15	07/21/16	FIRST GUARANTY BANK	\$249,982.27	\$249,600.00	0.163
CD	216901	1	10/06/15	07/21/16	SECURITY BANK & TRUST CO	\$100,197.14	\$100,000.00	0.249
CD	216902	1	10/06/15	07/21/16	BRIDGEWATER BANK	\$651,312.45	\$650,000.00	0.255
CD	219409	1	01/22/16	07/21/16	BOFI FEDERAL BANK	\$5,010,889.36	\$5,000,000.00	0.440
SEC	34620	1	05/13/15	08/01/16	Huntsville AL	\$150,000.00	\$150,000.00	0.370
CD	213962	1	08/12/15	08/11/16	PLAINSCAPITAL BANK	\$249,936.03	\$249,300.00	0.255
CD	209381	1	05/12/15	08/18/16	HIGHLAND BANK	\$1,004,437.22	\$1,000,000.00	0.349
CD	212776	1	07/03/15	08/18/16	FIRST HOME BANK	\$249,921.59	\$249,100.00	0.293
CD	212777	1	07/03/15	08/18/16	STRATFORD STATE BANK	\$249,915.94	\$249,200.00	0.251
CD	213958	1	08/12/15	08/18/16	ENERBANK USA	\$249,915.62	\$249,000.00	0.361
CD	213959	1	08/12/15	08/18/16	GRANDPOINT BANK	\$249,993.67	\$249,100.00	0.345
CD	213960	1	08/12/15	08/18/16	CITIZENS COMMUNITY BANK	\$249,976.51	\$249,200.00	0.300
CD	213961	1	08/12/15	08/18/16	PAN AMERICAN BANK	\$249,989.58	\$249,200.00	0.306
CD	216897	1	10/06/15	08/18/16	LANDMARK COMMUNITY BANK	\$249,930.51	\$249,300.00	0.291
CD	216898	1	10/06/15	08/18/16	BOFI FEDERAL BANK	\$249,955.48	\$249,200.00	0.350
CD	216899	1	10/06/15	08/18/16	AMERICAN INVESTORS BANK AND MORTGAGE	\$249,540.64	\$249,000.00	0.250
CD	216900	1	10/06/15	08/18/16	WOLVERINE BANK, FSB	\$249,952.31	\$249,400.00	0.255
CD	219408	1	01/22/16	08/18/16	BOFI FEDERAL BANK	\$5,012,574.96	\$5,000,000.00	0.440
SEC	35761	1	08/19/15	08/19/16	Tcf National Bank - Dtc Certificate of Deposit	\$248,000.00	\$248,000.00	0.350

**BURNSVILLE ISD 191 / 2015A BONDS**

**5762**

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
SEC	35763	1	08/19/15	08/19/16	Mizuho Bank (USA) Certificate of Deposit	\$248,000.00	\$248,000.00	0.400
SEC	35759	1	08/25/15	08/25/16	Bbcn Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.400
SEC	34618	1	06/04/15	09/01/16	LEAVENWORTH CNTY KS UNIF SCH DIST #458	\$995,000.00	\$995,000.00	0.540
SEC	34624	1	06/04/15	09/01/16	GEARY CNTY KS UNIF SCH DIST #475	\$555,000.00	\$555,000.00	0.400
SEC	34628	1	06/01/15	09/01/16	NORTH CENTRL WI TECH CLG DIST	\$1,540,000.00	\$1,540,000.00	0.400
CD	209358	1	05/08/15	09/15/16	GLOBAL BANK	\$249,986.60	\$249,000.00	0.292
CD	209359	1	05/08/15	09/15/16	MIDDLEFIELD BANKING COMPANY	\$249,918.22	\$249,100.00	0.242
CD	209379	1	05/12/15	09/15/16	HIGHLAND BANK	\$249,969.88	\$248,300.00	0.499
CD	209380	1	05/12/15	09/15/16	HIGHLAND BANK	\$755,742.08	\$751,700.00	0.399
SEC	34619	1	05/13/15	09/15/16	MONROE CNTY PA	\$275,000.00	\$275,000.00	0.460
SEC	34621	1	05/14/15	09/15/16	BRISTOL TWP PA	\$500,000.00	\$500,000.00	0.450
CD	209365	1	05/11/15	10/21/16	BRIDGEWATER BANK	\$1,005,875.25	\$1,000,000.00	0.406
CD	209357	1	05/08/15	11/17/16	SONABANK	\$249,995.36	\$248,100.00	0.499
CD	218112	1	12/01/15	12/01/16	KS STATE BANK / KANSAS STATE BANK OF MANHATTAN	\$249,965.10	\$248,200.00	0.711

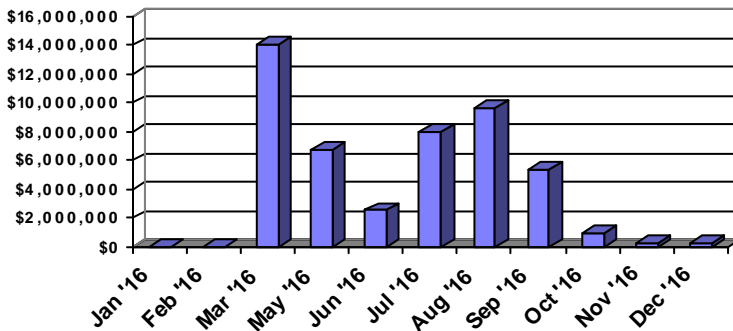
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

**Total Amount --> \$52,827,698.03 \$52,756,130.87**

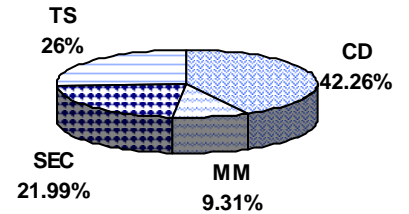
**Time and Dollar Weighted Portfolio Yield: 0.400 %**

**Weighted Average Portfolio Maturity: 120.41 Days**

**MM: 9.34%**  
**CD's: 42.40%**  
**CP: 0.00%**  
**SEC: 21.72%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



# Total Portfolio Report CAR

As of: 01/31/16

PMA Financial Network, Inc.

2135 CityGate Lane  
7th Floor  
Naperville, Illinois 60563  
Telephone . 630-657-6400  
Facsimile . 630-718-8701

**BURNSVILLE ISD 191 / 2012A ALT FACILITY**

**5070**

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$3,782,054.11	\$3,782,054.11	
<b>Total Amount --&gt;</b>						<b>\$3,782,054.11</b>	<b>\$3,782,054.11</b>	

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.000 %

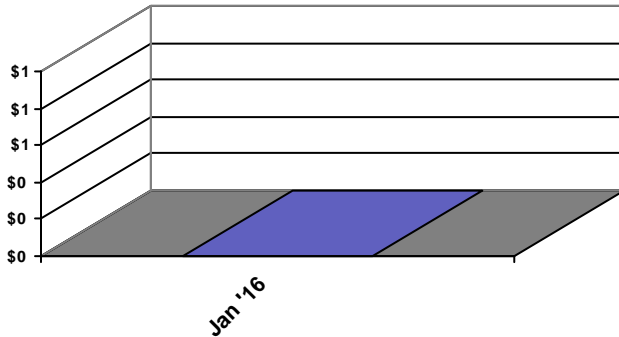
Weighted Average Portfolio Maturity: 0.00 Days

MM: 100.00%

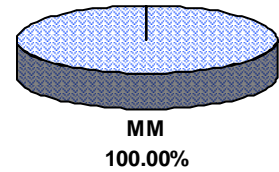
CD's: 0.00%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



# Total Portfolio Report CAR

As of: 01/31/16

PMA Financial Network, Inc.

2135 CityGate Lane

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

## BURNSVILLE ISD 191 / ALT FACILITY FUND

5298

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$718,507.98	\$718,507.98	
<b>Total Amount --&gt;</b>						<b>\$718,507.98</b>	<b>\$718,507.98</b>	

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.000 %

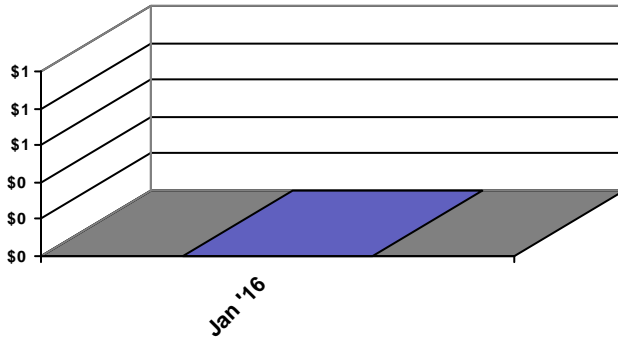
Weighted Average Portfolio Maturity: 0.00 Days

MM: 100.00%

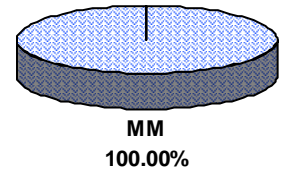
CD's: 0.00%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

January 2016

Wire Transfers

<b>Date</b>	<b>From</b>	<b>To</b>	<b>Amount</b>	<b>For</b>
010416	State of Minnesota	MSDLAF	11,395.16	MN State - MMB
010416	MSDLAF	Preferred One	68,854.18	Health Insurance
010416	MSDLAF	State of Minnesota	3,369.50	December 31st Payroll - Child Support
010416	MSDLAF	State of Minnesota	116,999.37	December 31st Payroll - State Taxes
010416	MSDLAF	Preferred One	237,452.37	Health Insurance
010716	MSDLAF	Delta Dental	23,947.63	Dental Insurance
010816	MSDLAF	Corporate Health	17,035.77	Medical Claims
010816	MSDLAF	Corporate Health	16,218.23	Flex Claims
011116	MSDLAF	U.S. Bank	100,000.00	U.S. Bank P Card prefunding wire
011116	MSDLAF	U.S. Bank	30,000.00	U.S. Bank payment plus prefunding wire
011116	MSDLAF	Preferred One	282,225.93	Health Insurance
011316	State of Minnesota	MSDLAF	36,567.96	MN State - MMB
011316	MSDLAF	PERA	103,455.92	December 31st Payroll - PERA
011316	MSDLAF	Delta Dental	23,143.26	Dental Insurance
011316	MSDLAF	TRA	329,047.20	January 30th Payroll - TRA
011416	State of Minnesota	MSDLAF	5,588.12	MN State - MMB
011416	MSDLAF	Neopost	5,000.00	Postage
011516	State of Minnesota	MSDLAF	5,182,075.48	MN State - MMB
011516	MSDLAF	Corporate Health	9,225.46	Medical Claims
011516	MSDLAF	Corporate Health	10,808.21	Flex Claims
011916	MSDLAF	People's Bank	180,220.77	January 15th Payroll - TSA wire
011916	MSDLAF	Teacher's Federal Credit Union	37,998.25	January 15th Payroll - Teacher's Dues
011916	MSDLAF	Internal Revenue Service	684,136.07	January 15th Payroll - Federal Taxes
011916	MSDLAF	State of Minnesota	111,096.30	January 15th Payroll - State Taxes
011916	MSDLAF	State of Minnesota	3,369.50	January 15th Payroll - Child Support
011916	MSDLAF	Preferred One	386,257.35	Health Insurance
012116	State of Minnesota	MSDLAF	320,997.21	MN State - MMB
012116	MSDLAF	Delta Dental	18,697.11	Dental Insurance
012216	MSDLAF	Corporate Health	6,041.59	Medical Claims
012216	MSDLAF	Corporate Health	16,659.15	Flex Claims
012516	Dakota County	MSDLAF	1,717,702.56	Curr Delq
012516	Scott County	MSDLAF	29,634.86	2015 year end settlement
012516	MSDLAF	Preferred One	146,752.11	Health Insurance

January 2016

Wire Transfers

<b>Date</b>	<b>From</b>	<b>To</b>	<b>Amount</b>	<b>For</b>
012716	State of Minnesota	MSDLAF	161.76	MN State - MMB
012716	MSDLAF	Delta Dental	25,701.31	Dental Insurance
012716	MN Trust	Bond Trust Services	450.00	Paying Agent Fee
012716	MN Trust	Bond Trust Services	450.00	Paying Agent Fee
012716	MN Trust	Bond Trust Services	450.00	Paying Agent Fee
012716	MN Trust	Bond Trust Services	450.00	Paying Agent Fee
012716	MN Trust	Bond Trust Services	1,610,079.17	GO School Building Bonds, Series 2015A
012716	MN Trust	Bond Trust Services	1,989,650.00	GO School Building Refunding Bonds, Series 2014A
012716	MN Trust	Bond Trust Services	2,248,275.00	GO School Building Refunding Bonds, Series 2007B
012716	MN Trust	Bond Trust Services	731,831.25	GO Alternative Facilities Bonds, Series 2008A
012716	MN Trust	Bond Trust Services	1,171,950.00	GO Taxable OPEB Bonds, Series 2009A
012716	MN Trust	Bond Trust Services	315,575.00	GO Alternative Facilities Bonds, Series 2011A
012716	MN Trust	Bond Trust Services	209,867.50	GO Alternative Facilities Bonds, Series 2012A
012716	MN Trust	Wells Fargo	920,616.24	GO Alt Fac 2007A
012816	State of Minnesota	MSDLAF	7,783.19	MN State - MMB
012816	MSDLAF	U.S. Bank	50,000.00	U.S. Bank P Card prefunding wire
012816	MSDLAF	PERA	107,341.44	January 15th Payroll - PERA
012816	MSDLAF	TRA	325,058.29	January 15th Payroll - TRA
012916	MSDLAF	Teacher's Federal Credit Union	38,157.02	January 30th Payroll - Teacher's Dues
012916	MSDLAF	People's Bank	180,932.32	January 30th Payroll - TSA wire
012916	State of Minnesota	MSDLAF	4,069,659.66	MN State - MMB
012916	MSDLAF	Corporate Health	8,530.82	Health Claims
012916	MSDLAF	Corporate Health	7,055.00	Flex Claims

## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1014836		\$34.29	Jan 20, 2016	88888	6810	KNUDSEN, EVYENIA
1	1014837		\$39.68	Jan 20, 2016	88888	7269	BARTH, TAMI RAE
1	1014838		\$128.22	Jan 20, 2016	88888	8309	HENDRIX, EUGENIA M
1	1014839		\$45.76	Jan 20, 2016	88888	13256	FANDRICH, KARI M
1	1014840		\$2.65	Jan 20, 2016	88888	13415	ENGELHARDT, ANGELA C
1	1014841		\$100.00	Jan 20, 2016	88888	13535	GROVER, MELISSA MANGER
1	1014842		\$57.00	Jan 20, 2016	88888	13821	BARNEY, ANGELA J
1	1014843		\$12.93	Jan 20, 2016	88888	14147	KLINNERT, ELIZABETH
1	1014844		\$42.32	Jan 20, 2016	88888	14623	JOHNSHOY, JANET
1	1014845		\$30.36	Jan 20, 2016	88888	15381	KRAL, MELISSA M
1	1014846		\$85.19	Jan 20, 2016	88888	15682	GONZALEZ, MEGAN
1	1014847		\$3.57	Jan 20, 2016	88888	17781	EGGERS, SHEANA
1	1014848		\$170.00	Jan 20, 2016	88888	18552	GAYLE, LAURIE A
1	1014849		\$42.33	Jan 20, 2016	88888	6874	STEAD, AMY JO
1	1014850		\$30.56	Jan 20, 2016	88888	6874	STEAD, AMY JO
1	1014851		\$34.88	Jan 20, 2016	88888	6874	STEAD, AMY JO
1	1014852		\$18.40	Jan 20, 2016	88888	7284	QUIRK, KATHLEEN
1	1014853		\$17.70	Jan 20, 2016	88888	8543	TOLLERUD, TERESA JO
1	1014854		\$107.00	Jan 20, 2016	88888	10140	MACKEY, GALE M
1	1014855		\$26.03	Jan 20, 2016	88888	11354	SCHAFER, KRISTY J
1	1014856		\$9.03	Jan 20, 2016	88888	12869	SCHEIT, ANDREA
1	1014857		\$69.90	Jan 20, 2016	88888	13315	SANDS, ANNE KIKUE ARAKAWA
1	1014858		\$35.65	Jan 20, 2016	88888	13905	WENDLING, PAULA L
1	1014859		\$14.84	Jan 20, 2016	88888	14000	MCCLELLAN, MELISSA E
1	1014860		\$48.11	Jan 20, 2016	88888	14130	MCCROSKEY, SHARI
1	1014861		\$63.99	Jan 20,	88888	14138	THOMPSON, SALOUA

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1014862		\$20.00	Jan 20, 2016	88888	15815	MOSSER, DAWN M
1	1014863		\$26.45	Jan 20, 2016	88888	16011	NELSON, JEFFREY P
1	1014864		\$125.00	Jan 20, 2016	88888	16616	TAPPER, COURTNEY AH
1	1014865		\$90.52	Jan 20, 2016	88888	17247	WOOD, KIMBERLY R
1	1014866		\$33.00	Jan 20, 2016	88888	17453	WALLACE, JOY M
1	1014867		\$107.01	Jan 20, 2016	88888	18071	MCPARLAND, SHANNON
1	1014868		\$170.00	Jan 20, 2016	88888	18579	REESEN, JEAN E
1	1014869		\$31.91	Jan 20, 2016	88888	18631	STONE, KERRY
1	1014870		\$6.79	Jan 20, 2016	88888	18677	MCLAUGHLIN, ALEXANDRA M
1	1014871		\$63.00	Jan 20, 2016	88888	18684	RUTHIG, CANDI
1	1014872		\$76.54	Jan 27, 2016	88888	6956	ASHLEY, MARY K
1	1014873		\$9.66	Jan 27, 2016	88888	8189	BRAUN, JEAN C
1	1014874		\$150.00	Jan 27, 2016	88888	8255	HILL, KARI L
1	1014875		\$50.37	Jan 27, 2016	88888	8737	HAMMES, TIMOTHY
1	1014876		\$211.23	Jan 27, 2016	88888	8737	HAMMES, TIMOTHY
1	1014877		\$92.38	Jan 27, 2016	88888	8784	CARROLL, MICHELE
1	1014878		\$17.65	Jan 27, 2016	88888	9302	BOHR, JENNIFER L
1	1014879		\$5.29	Jan 27, 2016	88888	12319	CIN, STEPHANIE P
1	1014880		\$20.64	Jan 27, 2016	88888	13290	LINDELL, MICHELLE M
1	1014881		\$4.89	Jan 27, 2016	88888	13411	BRINKMAN, CAROLE I
1	1014882		\$15.16	Jan 27, 2016	88888	14006	GRIFFIN, LYNDISAY K
1	1014883		\$12.42	Jan 27, 2016	88888	14243	LAQUA, NANCY A
1	1014884		\$58.48	Jan 27, 2016	88888	15691	KING, LAURIE J
1	1014885		\$49.62	Jan 27, 2016	88888	15977	HEIM, WILLIAM V
1	1014886		\$25.99	Jan 27, 2016	88888	15982	ANDERSON, BJORN RS

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1014887		\$3.70	Jan 27, 2016	88888	16428	JORDAN, ALLISON A
1	1014888		\$51.37	Jan 27, 2016	88888	16451	LOPEZ, MARIA T
1	1014889		\$20.97	Jan 27, 2016	88888	16759	BERRYMAN, ASHLEY A
1	1014890		\$7.13	Jan 27, 2016	88888	17156	BOMSTA, LYLE J
1	1014891		\$39.22	Jan 27, 2016	88888	17737	BLAZQUEZ, JAVIER
1	1014892		\$400.00	Jan 27, 2016	88888	17994	GOTHARD, JOSEPH M
1	1014893		\$200.00	Jan 27, 2016	88888	18043	AMOROSO, CYNTHIA
1	1014894		\$200.00	Jan 27, 2016	88888	18391	JOHNSON, DOUGLAS A
1	1014895		\$19.21	Jan 27, 2016	88888	5573	WEILER, ROBERT M
1	1014896		\$161.08	Jan 27, 2016	88888	6968	SODERHOLM, WM ERIC
1	1014897		\$29.00	Jan 27, 2016	88888	7838	MOULSOFF, NORINE L
1	1014898		\$75.67	Jan 27, 2016	88888	8937	SAMPERS, CYNTHIA
1	1014899		\$4.65	Jan 27, 2016	88888	9277	ZEIGLER, SARAH
1	1014900		\$24.61	Jan 27, 2016	88888	10299	WEIGHTMAN, ELIZABETH C
1	1014901		\$12.94	Jan 27, 2016	88888	10823	SMOLKE, ANGELA S C
1	1014902		\$45.89	Jan 27, 2016	88888	11462	VAURIO, SONYA
1	1014903		\$23.63	Jan 27, 2016	88888	11481	STEENSGARD, ANN M
1	1014904		\$6.59	Jan 27, 2016	88888	11825	SIEBER, ANDREA
1	1014905		\$47.92	Jan 27, 2016	88888	11867	SCHLINK, JOANNE
1	1014906		\$25.01	Jan 27, 2016	88888	13470	SMALLEY, AMY C
1	1014907		\$53.55	Jan 27, 2016	88888	14226	STALOCK, SHARRON C
1	1014908		\$16.22	Jan 27, 2016	88888	15133	MOBERG, CARLENE
1	1014909		\$23.76	Jan 27, 2016	88888	15662	WILSON, MICHELE L
1	1014910		\$200.00	Jan 27, 2016	88888	16166	RIDER, LISA K
1	1014911		\$200.00	Jan 27, 2016	88888	17487	SOVINE, STACEY
1	1014912		\$200.00	Jan 27,	88888	18287	STANLEY, STACIE L

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1014913		\$22.86	Jan 27, 2016	88888	18296	VAN OSDEL, BETHANY A
1	1014914		\$23.76	Jan 27, 2016	88888	18322	SWANSON, RENAE A
1	1014915		\$200.00	Jan 27, 2016	88888	18405	WINTERLIN, GORDON D
1	1014916		\$164.57	Jan 27, 2016	88888	18639	PIOTROWSKI, AMY
1	1014917		\$17.52	Jan 27, 2016	88888	18793	SMITH, NATALIE
1	1014918		\$412.42	Jan 28, 2016	88888	10591	DAY, RANDELL
1	1014919		\$62.68	Jan 28, 2016	88888	13572	KEGLEY, RENEE C
1	1014920		\$59.93	Jan 28, 2016	88888	17694	WOLLERSHEIM, CHRISTIAN P
1	1014921		\$155.52	Feb 3, 2016	88888	4356	SIMON, GLENN D.
1	1014922		\$83.39	Feb 3, 2016	88888	6482	DAHLER, ELOISE J
1	1014923		\$37.36	Feb 3, 2016	88888	6482	DAHLER, ELOISE J
1	1014924		\$19.91	Feb 3, 2016	88888	6874	STEAD, AMY JO
1	1014925		\$23.93	Feb 3, 2016	88888	6874	STEAD, AMY JO
1	1014926		\$30.17	Feb 3, 2016	88888	7858	WARMKA, CHERI R
1	1014927		\$93.50	Feb 3, 2016	88888	8180	NORDMARK, PAMELA J
1	1014928		\$519.17	Feb 3, 2016	88888	8627	ORTH, STEVEN D. R.
1	1014929		\$270.85	Feb 3, 2016	88888	9236	LIPPKA, JONALYN
1	1014930		\$82.50	Feb 3, 2016	88888	9785	MCCARTHY, JENNIFER
1	1014931		\$49.00	Feb 3, 2016	88888	10140	MACKEY, GALE M
1	1014932		\$87.48	Feb 3, 2016	88888	10290	BRADY, STEVE
1	1014933		\$150.00	Feb 3, 2016	88888	10369	TRUSSELL, JEANNE
1	1014934		\$78.35	Feb 3, 2016	88888	10543	WURDEMAN, SCOTT
1	1014935		\$61.17	Feb 3, 2016	88888	10637	KUGLER, JULIE
1	1014936		\$10.00	Feb 3, 2016	88888	10851	BURNS, POLLYANNA M
1	1014937		\$26.81	Feb 3, 2016	88888	11821	BLANDIN, MELISSA
1	1014938		\$10.00	Feb 3, 2016	88888	12411	ERZ, MARCIA
1	1014939		\$60.26	Feb 3, 2016	88888	13495	BROWN, CHRISTOPHER M
1	1014940		\$15.58	Feb 3, 2016	88888	14453	RHINEVAULT, LYNN
1	1014941		\$17.98	Feb 3, 2016	88888	14671	SMITH, TRACY J
1	1014942		\$10.00	Feb 3, 2016	88888	14675	NEISEN, LUANN M
1	1014943		\$51.84	Feb 3, 2016	88888	15209	GRANT, HEIDI A
1	1014944		\$13.00	Feb 3, 2016	88888	15977	HEIM, WILLIAM V
1	1014945		\$16.20	Feb 3, 2016	88888	15977	HEIM, WILLIAM V
1	1014946		\$10.48	Feb 3, 2016	88888	15982	ANDERSON, BJORN RS
1	1014947		\$17.93	Feb 3, 2016	88888	16003	PRANSCHKE, STEPHANIE T
1	1014948		\$143.12	Feb 3, 2016	88888	16244	GILBERTSON, SHERRY A

## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1014949		\$61.90	Feb 3, 2016	88888	16566	ALVARADO, ANGEL
1	1014950		\$6.59	Feb 3, 2016	88888	16596	KAISERSHOT, STACY L
1	1014951		\$15.29	Feb 3, 2016	88888	16605	CRAWFORD, CINDY Y
1	1014952		\$199.02	Feb 3, 2016	88888	16617	HANSEN, MARIE C
1	1014953		\$9.88	Feb 3, 2016	88888	16669	PETTINELLI, STEPHEN M
1	1014954		\$36.50	Feb 3, 2016	88888	16789	KRONABETTER, JULIE R
1	1014955		\$69.44	Feb 3, 2016	88888	16970	RAMOS, VERONICA
1	1014956		\$12.88	Feb 3, 2016	88888	17003	ARIAS, ANGELA JOY
1	1014957		\$10.00	Feb 3, 2016	88888	17053	SCHROEDER, MICHELLE R
1	1014958		\$58.05	Feb 3, 2016	88888	17435	LUND, ELLIOTT J
1	1014959		\$90.00	Feb 3, 2016	88888	17521	KREBS, TYLER JON
1	1014960		\$145.96	Feb 3, 2016	88888	17731	KIBLER, CHRISTIAN D
1	1014961		\$60.26	Feb 3, 2016	88888	17737	BLAZQUEZ, JAVIER
1	1014962		\$60.26	Feb 3, 2016	88888	17827	SCHMEICHEL, MATTHEW T
1	1014963		\$59.55	Feb 3, 2016	88888	17951	JUNTUNEN, MEGHAN
1	1014964		\$26.97	Feb 3, 2016	88888	18007	LAMONT, HEIDI O
1	1014965		\$53.35	Feb 3, 2016	88888	18074	SHAW, OKSANA
1	1014966		\$65.66	Feb 3, 2016	88888	18265	BROWN, JACKLYN D
1	1014967		\$48.71	Feb 3, 2016	88888	18352	ORSTAD, TARA
1	1014968		\$25.92	Feb 3, 2016	88888	18369	HAGEL, AVERYEL F
1	1014969		\$50.95	Feb 3, 2016	88888	18381	DEROUIN, JILL
1	1014970		\$8.00	Feb 3, 2016	88888	18404	POPE, ROBERT J
1	1014971		\$27.64	Feb 3, 2016	88888	18513	BYRNES, NICOLE
1	1014972		\$6.10	Feb 3, 2016	88888	18513	BYRNES, NICOLE
1	1014973		\$27.65	Feb 3, 2016	88888	18608	SATHER, DEREK D
1	1014974		\$29.06	Feb 3, 2016	88888	18649	BLUHM, WILLIAM AE
1	1014975		\$78.17	Feb 3, 2016	88888	18679	MEYER, JESSICA M
1	1014976		\$61.51	Feb 3, 2016	88888	18691	GULDEN, JANET
1	1014977		\$25.60	Feb 10, 2016	88888	4467	BARLAGE, SUSAN
1	1014978		\$25.59	Feb 10, 2016	88888	6452	BERG, JANET
1	1014979		\$55.77	Feb 10, 2016	88888	7255	HAUER, PAMELA A
1	1014980		\$9.99	Feb 10, 2016	88888	7269	BARTH, TAMI RAE
1	1014981		\$13.93	Feb 10, 2016	88888	7847	KOLSTAD, MICHELE M
1	1014982		\$29.43	Feb 10, 2016	88888	8189	BRAUN, JEAN C
1	1014983		\$48.17	Feb 10, 2016	88888	9302	BOHR, JENNIFER L
1	1014984		\$16.20	Feb 10, 2016	88888	9500	DEBRONSKY, ROBIN
1	1014985		\$257.04	Feb 10,	88888	10425	GOODLING, BEVERLY

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1014986		\$16.74	Feb 10, 2016	88888	11345	DILLE, BARBARA L
1	1014987		\$37.48	Feb 10, 2016	88888	11817	ALVEY, HEATHER
1	1014988		\$54.11	Feb 10, 2016	88888	12301	HJERMSTAD, HEATHER
1	1014989		\$27.92	Feb 10, 2016	88888	12319	CIN, STEPHANIE P
1	1014990		\$60.48	Feb 10, 2016	88888	12806	CORBAY, STEPHANIE A
1	1014991		\$76.71	Feb 10, 2016	88888	12806	CORBAY, STEPHANIE A
1	1014992		\$195.36	Feb 10, 2016	88888	13189	HOUTMAN, JENNIFER L
1	1014993		\$34.99	Feb 10, 2016	88888	13243	FINCH, JEANNE
1	1014994		\$25.38	Feb 10, 2016	88888	14183	BELLMONT, CHRISTOPHER
1	1014995		\$20.70	Feb 10, 2016	88888	14183	BELLMONT, CHRISTOPHER
1	1014996		\$105.75	Feb 10, 2016	88888	14443	FEIG, PETER E
1	1014997		\$68.90	Feb 10, 2016	88888	14479	KIBLER, JEANNE
1	1014998		\$42.12	Feb 10, 2016	88888	14624	JORDAN, JOANNA
1	1014999		\$0.97	Feb 10, 2016	88888	14641	ENGSTROM, HEATHER L
1	1015000		\$35.96	Feb 10, 2016	88888	15074	CHAMERLIK, KAREN
1	1015001		\$106.89	Feb 10, 2016	88888	16617	HANSEN, MARIE C
1	1015002		\$37.80	Feb 10, 2016	88888	16683	HREHA, JUSTIN T
1	1015003		\$25.53	Feb 10, 2016	88888	16683	HREHA, JUSTIN T
1	1015004		\$33.27	Feb 10, 2016	88888	17076	AHO, ELLA N
1	1015005		\$18.63	Feb 10, 2016	88888	17175	FUNSTON, KATHY L
1	1015006		\$107.41	Feb 10, 2016	88888	17322	CZAPAR, KELLY N
1	1015007		\$49.50	Feb 10, 2016	88888	17772	ADEDEJI, OLUWATONI
1	1015008		\$68.80	Feb 10, 2016	88888	18325	DIETRICH, KELLY J
1	1015009		\$49.00	Feb 10, 2016	88888	18552	GAYLE, LAURIE A
1	1015010		\$74.63	Feb 10, 2016	88888	18645	EBENHOH, TEEGAN M

## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1015011		\$23.93	Feb 10, 2016	88888	18663	HINRICHTSEN, KYLE
1	1015012		\$28.78	Feb 10, 2016	88888	5573	WEILER, ROBERT M
1	1015013		\$65.00	Feb 10, 2016	88888	6968	SODERHOLM, WM ERIC
1	1015014		\$32.94	Feb 10, 2016	88888	9239	OPATZ, LARRY
1	1015015		\$7.88	Feb 10, 2016	88888	9277	ZEIGLER, SARAH
1	1015016		\$117.20	Feb 10, 2016	88888	9670	ROBOLE, VICKI M
1	1015017		\$73.15	Feb 10, 2016	88888	9771	PLUCINAK, JODY L
1	1015018		\$44.87	Feb 10, 2016	88888	10299	WEIGHTMAN, ELIZABETH C
1	1015019		\$306.82	Feb 10, 2016	88888	11828	MARSHALL, JEFFREY
1	1015020		\$44.06	Feb 10, 2016	88888	13470	SMALLEY, AMY C
1	1015021		\$22.36	Feb 10, 2016	88888	13672	RINGGER, TRACY A
1	1015022		\$127.98	Feb 10, 2016	88888	13692	NIEMIEC, ALICIA
1	1015023		\$19.44	Feb 10, 2016	88888	13693	NEAL, BRYENY B
1	1015024		\$32.97	Feb 10, 2016	88888	14187	MILLER, CHAD
1	1015025		\$82.24	Feb 10, 2016	88888	14961	SPRY, KARIE
1	1015026		\$43.88	Feb 10, 2016	88888	16046	STRAHOTA, SARA J
1	1015027		\$92.34	Feb 10, 2016	88888	16213	STAHLY, JANICE
1	1015028		\$44.82	Feb 10, 2016	88888	16501	NESS, KAREN M
1	1015029		\$62.37	Feb 10, 2016	88888	16999	RENKEN, CARISSA M
1	1015030		\$44.12	Feb 10, 2016	88888	17586	PERLICH, SHAWN
1	1015031		\$171.96	Feb 10, 2016	88888	17776	WINTERLIN, JEFFREY
1	1015032		\$36.83	Feb 10, 2016	88888	17966	TILLMAN, MEGAN
1	1015033		\$55.92	Feb 10, 2016	88888	18108	OSTOFF, BRIANNA N
1	1015034		\$57.13	Feb 10, 2016	88888	18310	THOMPSON, DAVID P
1	1015035		\$39.25	Feb 10, 2016	88888	18612	MALLINGER, MELINDA
1	1015036		\$45.79	Feb 10,	88888	18635	MCDOWELL, MORGAN

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
<b>Check Count</b>	<b>201</b>	<b>Grand Total</b>	<b>\$12,931.80</b>				

## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444352		\$50.00	Jan 14, 2016	25572	0	ACOSTA, MIKE
4	444353		\$2,900.00	Jan 14, 2016	00111	3	ACT
4	444354		\$75.00	Jan 14, 2016	28850	0	ALVIN, ZACHERY
4	444355		\$1,123.04	Jan 14, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	444356		\$81.00	Jan 14, 2016	00088	0	AMUNDSON, MARK
4	444357		\$34.00	Jan 14, 2016	28160	0	BERGE, ERIC
4	444358		\$600.00	Jan 14, 2016	22836	0	BHS GIRLS CROSS COUNTRY BOOSTERS
4	444359		\$78.00	Jan 14, 2016	28635	0	BORMAN, GERALD
4	444360		\$131.00	Jan 14, 2016	05039	0	BRANDT, KEVIN
4	444361		\$75.00	Jan 14, 2016	28658	0	CARLSON, BRYAN
4	444362		\$75.00	Jan 14, 2016	26633	0	CARLSON, JULIE
4	444363		\$3,700.00	Jan 14, 2016	06392	0	COMPAS, INC.
4	444364		\$125.00	Jan 14, 2016	03866	0	CONTINENTAL CLAY COMPANY
4	444365		\$75.00	Jan 14, 2016	07831	0	COOMBE, JEFF
4	444366		\$1,590.31	Jan 14, 2016	28540	0	CORE BEVERAGE
4	444367		\$217.80	Jan 14, 2016	00502	0	CORNERSTONE COPY CENTER
4	444368		\$84.00	Jan 14, 2016	22013	0	CUSTOM WATER WORKS
4	444369		\$59,534.97	Jan 14, 2016	00809	0	DAKOTA ELECTRIC ASSOCIATION
4	444370		\$437.41	Jan 14, 2016	29348	1	DELICIOSO CATERING
4	444371		\$54.00	Jan 14, 2016	29083	0	DIAMOND, TIMOTHY
4	444372		\$364.00	Jan 14, 2016	25222	0	EAGAN ROTARY CLUB
4	444373		\$14.25	Jan 14, 2016	01049	1	EAGAN, CITY OF
4	444374		\$2,959.92	Jan 14, 2016	02333	1	EARTHGRAINS BAKING CO. INC.
4	444375		\$169.50	Jan 14, 2016	28531	0	EDUCATION MINNESOTA
4	444376		\$50.00	Jan 14, 2016	24675	3	ELDER RESOURCE ASSOCIATION
4	444377		\$94.50	Jan 14,	22785	0	FAIT, DELOY

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444378		\$8,498.25	Jan 14, 2016	01475	0	FRIEDGES LANDSCAPING, INC.
4	444379		\$580.00	Jan 14, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	444380		\$75.00	Jan 14, 2016	22539	0	GEYEN, MARK
4	444381		\$522.00	Jan 14, 2016	23312	0	GORNY, MICHELE
4	444382		\$81.00	Jan 14, 2016	24994	0	GROSS, LARRY
4	444383		\$415.00	Jan 14, 2016	20324	1	GURSTEL,STALOCH & CHARGO PA
4	444384		\$75.00	Jan 14, 2016	22095	0	HALL, KRISTINA
4	444385		\$81.00	Jan 14, 2016	09827	0	HAMMER, ED
4	444386		\$75.00	Jan 14, 2016	29016	0	HARDING, JAMES
4	444387		\$81.00	Jan 14, 2016	22421	0	HARRIS, PAUL
4	444388		\$75.00	Jan 14, 2016	20646	0	ISTA, JOHN
4	444389		\$137.00	Jan 14, 2016	28729	1	JARVIS, JIM
4	444390		\$81.00	Jan 14, 2016	07850	0	JENSEN, RANDY
4	444391		\$57.00	Jan 14, 2016	24067	0	JOHNSON, DENNIS
4	444392		\$50,433.84	Jan 14, 2016	27633	0	KELLY SERVICES, INC.
4	444393		\$57.00	Jan 14, 2016	03225	0	KORTE, STEVE
4	444394		\$100.00	Jan 14, 2016	03685	0	LARA, LEO
4	444395		\$75.00	Jan 14, 2016	27037	0	LARKIN, RICK
4	444396		\$263.50	Jan 14, 2016	28978	0	LINDSKOOG BOSCH, ALEJANDRA
4	444397		\$67.00	Jan 14, 2016	08647	0	MARSHALL, JAMES
4	444398		\$67.00	Jan 14, 2016	26427	0	MARSHALL, JEN
4	444399		\$75.00	Jan 14, 2016	00000	7231	MARTIN, MARY
4	444400		\$184.00	Jan 14, 2016	23866	0	MESSERLI & KRAMER PA
4	444401		\$457.00	Jan 14, 2016	28979	0	MOHAMED, KASSIM S.
4	444402		\$560.00	Jan 14, 2016	22324	0	MULTILINGUAL WORD, INC.

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444403		\$109.00	Jan 14, 2016	00000	7232	MURPHY, JAMES
4	444404		\$75.00	Jan 14, 2016	20828	0	NEHRING, ANNE
4	444405		\$3,086.01	Jan 14, 2016	24335	1	NEW DOMINION SCHOOL
4	444406		\$229.75	Jan 14, 2016	02936	0	OPHOVEN'S SAW SERVICE
4	444407		\$3,220.00	Jan 14, 2016	04846	0	PARK SQUARE THEATRE
4	444408		\$75.00	Jan 14, 2016	22620	0	PARKER, ERICA
4	444409		\$98.00	Jan 14, 2016	29171	0	PERFORMANT RECOVERY INC
4	444410		\$149.84	Jan 14, 2016	01709	1	PPG ARCHITECTURAL FINISHES
4	444411		\$75.00	Jan 14, 2016	08083	0	RAHJA, MARK
4	444412		\$11,865.00	Jan 14, 2016	27969	0	READY FOR KINDERGARTEN
4	444413		\$285.00	Jan 14, 2016	08798	12	REGENTS OF THE UNIVERSITY OF MINNESOTA
4	444414		\$75.00	Jan 14, 2016	22699	0	SANCHEZ, AMY
4	444415		\$1.66	Jan 14, 2016	03532	2	SCHMITT MUSIC
4	444416		\$118.00	Jan 14, 2016	28742	0	SCHULT, DENNY
4	444417		\$81.00	Jan 14, 2016	22740	0	SELLARS, JASON
4	444418		\$1,255.00	Jan 14, 2016	03369	0	SEXTON PRINTING
4	444419		\$364.50	Jan 14, 2016	28502	0	THE MCDOWELL AGENCY, INC.
4	444420		\$119.00	Jan 14, 2016	27429	1	TRANSWORLD SYSTEMS, INC.
4	444421		\$110.92	Jan 14, 2016	05836	0	U.S. TOY CO/CONSTRUCTIVE PLAYTHINGS
4	444422		\$1,025.60	Jan 14, 2016	04417	1	US FOODS INC
4	444423		\$5,239.28	Jan 14, 2016	00535	1	VERIZON WIRELESS
4	444424		\$331.38	Jan 14, 2016	20007	0	WASTE MANAGEMENT
4	444425		\$54.00	Jan 14, 2016	27467	0	WEHR, TIMOTHY
4	444426		\$59.00	Jan 14, 2016	20623	0	WORDEN, JASON
4	444427		\$11,860.75	Jan 14, 2016	02776	0	XCEL ENERGY
4	444428		\$137.00	Jan 14,	28304	0	ZIMMERMAN, FRANK

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444429		\$1,068.00	Jan 19, 2016	28661	0	ALLIED HEALTH MEDIA LLC
4	444430		\$32.00	Jan 19, 2016	00000	7234	CAVAZOS, LUIS
4	444431		\$60.00	Jan 19, 2016	28260	0	CHOY, SERGIO R.
4	444432		\$480.00	Jan 19, 2016	25919	0	CORDOVA, LETICIA
4	444433		\$505,324.87	Jan 19, 2016	28300	1	DURHAM SCHOOL SERVICES
4	444434		\$400.00	Jan 19, 2016	20802	0	EHLERS & ASSOCIATES, INC.
4	444435		\$4,481.00	Jan 19, 2016	01475	0	FRIEDGES LANDSCAPING, INC.
4	444436		\$175.00	Jan 19, 2016	23420	0	IXL LEARNING, INC.
4	444437		\$14,654.08	Jan 19, 2016	27633	0	KELLY SERVICES, INC.
4	444438		\$45.00	Jan 19, 2016	00000	4670	KNOBLAUCH, KATHRYN
4	444439		\$675.00	Jan 19, 2016	24659	0	MINNESOTA SWORD PLAY
4	444440		\$200.00	Jan 19, 2016	07914	2	MN DEPT OF LABOR AND INDUSTRY
4	444441		\$163.00	Jan 19, 2016	28274	0	MOSIER, CHRIS
4	444442		\$660.00	Jan 19, 2016	24879	0	PEREZ, MELISSA M.
4	444443		\$17.99	Jan 19, 2016	03532	2	SCHMITT MUSIC
4	444444		\$325.00	Jan 19, 2016	06710	1	STATE OF MN DEPT OF PUBLIC SAFETY
4	444445	Unissued	\$0.00	Jan 19, 2016	06710	1	STATE OF MN DEPT OF PUBLIC SAFETY
4	444446		\$836.20	Jan 19, 2016	29345	1	T-MOBILE
4	444447		\$108,417.59	Jan 19, 2016	08203	1	TIES
4	444448		\$175.00	Jan 22, 2016	26043	0	ACADEMY OF HOLY ANGELS
4	444449		\$45.00	Jan 22, 2016	06215	0	AIRPORT TAXI, INC.
4	444450		\$32.50	Jan 22, 2016	23596	0	ALLER, ANDREW
4	444451		\$118.00	Jan 22, 2016	23459	0	ALTNER, BERNHARD
4	444452		\$340.00	Jan 22, 2016	09426	0	ARNESON, AL
4	444453		\$81.00	Jan 22, 2016	23377	0	BIERLEIN JR, LEN

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444454		\$75.00	Jan 22, 2016	20522	0	BLOCK, DAN
4	444455		\$236.00	Jan 22, 2016	28879	0	BOCHE, BRENDAN
4	444456		\$78.00	Jan 22, 2016	28635	0	BORMAN, GERALD
4	444457		\$162.00	Jan 22, 2016	28709	0	BOTHOF, TIM
4	444458		\$64.00	Jan 22, 2016	23736	0	BUTZLER, CHAD
4	444459		\$573.58	Jan 22, 2016	02781	5	CENTURYLINK
4	444460		\$75.00	Jan 22, 2016	00016	1988	COLEGROVE, SUANNE
4	444461		\$650.00	Jan 22, 2016	24984	0	CORY, BRENT
4	444462		\$156.00	Jan 22, 2016	03437	0	DINEEN, DAN
4	444463		\$430.00	Jan 22, 2016	20615	0	DINEEN, KELLIE
4	444464		\$360.00	Jan 22, 2016	01049	1	EAGAN, CITY OF
4	444465		\$470.60	Jan 22, 2016	26262	0	EDUCATORS BENEFIT CONSULTANTS, LLC
4	444466		\$60.00	Jan 22, 2016	24014	0	ESPINOZA, LEO
4	444467		\$230.65	Jan 22, 2016	24275	0	FAGERNESS, JOYCE
4	444468		\$462.50	Jan 22, 2016	04416	0	FAIRVIEW
4	444469		\$3,804.00	Jan 22, 2016	E5682	0	FECKE, KAY L
4	444470		\$1,230.55	Jan 22, 2016	28651	0	FOOD GROUP
4	444471		\$118.00	Jan 22, 2016	20644	0	FREY, DAVE
4	444472		\$97.00	Jan 22, 2016	05106	0	FROST, ROD
4	444473		\$67.00	Jan 22, 2016	23065	0	GAERTNER, FRANK
4	444474		\$157.50	Jan 22, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	444475		\$67.00	Jan 22, 2016	21290	0	GORMLEY, DAN
4	444476		\$64.00	Jan 22, 2016	24344	0	HOWARD, DOMINIC
4	444477		\$200.00	Jan 22, 2016	01880	1	IND. SCHOOL DIST. 194
4	444478		\$115.90	Jan 22, 2016	02483	0	INTEGRA TELECOM
4	444479		\$372,123.82	Jan 22,	09327	0	INTERMEDIATE SCHOOL DISTRICT 917

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444480		\$78.00	Jan 22, 2016	28729	1	JARVIS, JIM
4	444481		\$274.00	Jan 22, 2016	26990	0	JOHNSON, BRENT
4	444482		\$166.50	Jan 22, 2016	24067	0	JOHNSON, DENNIS
4	444483		\$1,594.46	Jan 22, 2016	27633	0	KELLY SERVICES, INC.
4	444484		\$75.00	Jan 22, 2016	20822	0	KOPP, SCOTT
4	444485		\$75.00	Jan 22, 2016	06519	0	KORBA, JERRY
4	444486		\$75.00	Jan 22, 2016	01894	0	KORBA, SCOTT
4	444487		\$81.00	Jan 22, 2016	28760	0	LESHOURE, BRANDON
4	444488		\$39,148.76	Jan 22, 2016	28503	1	LINA
4	444489		\$137.00	Jan 22, 2016	05784	0	LIND, ROGER
4	444490		\$368.25	Jan 22, 2016	28978	0	LINDSKOOG BOSCH, ALEJANDRA
4	444491		\$67.00	Jan 22, 2016	08647	0	MARSHALL, JAMES
4	444492		\$160.00	Jan 22, 2016	29160	0	MINNESOTA QUIZ BOWL ALLIANCE (MQBA)
4	444493		\$825.00	Jan 22, 2016	09181	0	MN ASSOC OF SCHOOL ADMINISTRATORS (MASA)
4	444494		\$160.40	Jan 22, 2016	28979	0	MOHAMED, KASSIM S.
4	444495		\$120.00	Jan 22, 2016	24243	0	MUNOZ, MARIBEL
4	444496		\$1,600.00	Jan 22, 2016	21907	0	OLSON, JANE
4	444497		\$390.00	Jan 22, 2016	24879	0	PEREZ, MELISSA M.
4	444498		\$78.00	Jan 22, 2016	24300	0	PRIESTER, JOHN
4	444499		\$818.00	Jan 22, 2016	24681	0	PROFESSIONAL WIRELESS COMMUNICATIONS
4	444500		\$171.39	Jan 22, 2016	00016	3060	PURDIS, DANYALD
4	444501		\$236.00	Jan 22, 2016	29044	0	RAY, CHELSEA
4	444502		\$1,905.01	Jan 22, 2016	20099	2	RELIASTAR LIFE INSURANCE COMPANY
4	444503		\$1,945.75	Jan 22, 2016	20099	3	RELIASTAR LIFE INSURANCE COMPANY
4	444504		\$75.00	Jan 22, 2016	20830	0	REVENIG, SCOTT

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444505		\$253.50	Jan 22, 2016	03691	0	ROTARY CLUB OF BURNSVILLE
4	444506		\$60.00	Jan 22, 2016	09588	4	SAVAGE, CITY OF
4	444507		\$15.26	Jan 22, 2016	03532	2	SCHMITT MUSIC
4	444508		\$78.00	Jan 22, 2016	27946	0	SCHMITZ, STEFANIE
4	444509		\$156.00	Jan 22, 2016	24557	0	SCHMITZ, STEVE
4	444510		\$75.00	Jan 22, 2016	05978	0	SCHOAF, SCOTT
4	444511		\$137.00	Jan 22, 2016	27947	0	SEAL, GLENDON
4	444512		\$31.20	Jan 22, 2016	27563	0	SHRED RIGHT
4	444513		\$118.00	Jan 22, 2016	27931	0	SMITH, CLAYTON
4	444514		\$115.00	Jan 22, 2016	08894	0	SOUTH ST. PAUL SCHOOLS
4	444515		\$15.59	Jan 22, 2016	04172	0	UNITED PARCEL SERVICE
4	444516		\$127.76	Jan 22, 2016	04417	1	US FOODS INC
4	444517		\$127.00	Jan 22, 2016	00000	7233	WHITE, CAROLYN
4	444518		\$150.00	Jan 22, 2016	03880	0	WOODBURY HIGH SCHOOL
4	444519		\$3,196.00	Jan 26, 2016	02422	5	BURNSVILLE YMCA
4	444520		\$9,904.19	Jan 26, 2016	02519	0	CENTERPOINT ENERGY
4	444521		\$2,095.32	Jan 26, 2016	02519	3	CENTERPOINT ENERGY SERVICES, INC.
4	444522		\$300.00	Jan 26, 2016	25919	0	CORDOVA, LETICIA
4	444523		\$321.19	Jan 26, 2016	28540	0	CORE BEVERAGE
4	444524		\$1,047.01	Jan 26, 2016	00502	0	CORNERSTONE COPY CENTER
4	444525		\$9,599.48	Jan 26, 2016	28504	0	CORPORATE HEALTH SYSTEMS, INC.
4	444526		\$544.01	Jan 26, 2016	29348	1	DELICIOSO CATERING
4	444527		\$500.00	Jan 26, 2016	28856	0	DOBBINS, ELIZABETH
4	444528		\$3.12	Jan 26, 2016	01463	0	FEDEX
4	444529		\$26,056.32	Jan 26, 2016	27811	0	HEADWAY EMOTIONAL HEALTH SERVICES
4	444530		\$12.75	Jan 26,	00862	3	HERFF JONES, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444531		\$524.22	Jan 26, 2016	03362	4	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.
4	444532		\$256.50	Jan 26, 2016	04113	0	J&D TROPHY
4	444533		\$2,340.00	Jan 26, 2016	21741	0	KENNEDY, JENNIFER
4	444534		\$2,015.00	Jan 26, 2016	21465	1	MACALESTER AFRICAN MUSIC ENSEMBLE
4	444535		\$4,116.00	Jan 26, 2016	06786	0	MENSAH, SOWAH
4	444536		\$10,540.11	Jan 26, 2016	03029	1	MINNESOTA ENERGY RESOURCES CORPORATION
4	444537		\$266.00	Jan 26, 2016	08031	0	ORDWAY CENTER FOR THE PERFORMING ARTS
4	444538		\$100.00	Jan 26, 2016	03268	0	PACER CENTER, INC.
4	444539		\$240.00	Jan 26, 2016	24879	0	PEREZ, MELISSA M.
4	444540		\$1,113.46	Jan 26, 2016	24681	0	PROFESSIONAL WIRELESS COMMUNICATIONS
4	444541		\$268.80	Jan 26, 2016	28168	0	ROARK, RICHARD JEFFREY
4	444542		\$663.00	Jan 26, 2016	02490	1	SEA LIFE MINNESOTA, INC.
4	444543		\$3,030.00	Jan 26, 2016	03369	0	SEXTON PRINTING
4	444544		\$1,027.50	Jan 26, 2016	28962	1	TOPPERS PIZZA BURNSVILLE
4	444545	Unissued	\$0.00	Jan 26, 2016	28962	1	TOPPERS PIZZA BURNSVILLE
4	444546		\$1,033.51	Jan 26, 2016	03802	0	TRIO SUPPLY
4	444547		\$56,285.13	Jan 26, 2016	04417	1	US FOODS INC
4	444548	Unissued	\$0.00	Jan 26, 2016	04417	1	US FOODS INC
4	444549	Unissued	\$0.00	Jan 26, 2016	04417	1	US FOODS INC
4	444550	Unissued	\$0.00	Jan 26, 2016	04417	1	US FOODS INC
4	444551	Unissued	\$0.00	Jan 26, 2016	04417	1	US FOODS INC
4	444552		\$44.39	Jan 26, 2016	00016	3061	WHITE, JOY
4	444553		\$678.00	Feb 1, 2016	28171	0	ADVANCEPIERRE FOODS
4	444554		\$7,925.47	Feb 1, 2016	28147	1	AGROPUR
4	444555	Unissued	\$0.00	Feb 1, 2016	28147	1	AGROPUR

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444556	Unissued	\$0.00	Feb 1, 2016	28147	1	AGROPUR
4	444557	Unissued	\$0.00	Feb 1, 2016	28147	1	AGROPUR
4	444558	Unissued	\$0.00	Feb 1, 2016	28147	1	AGROPUR
4	444559	Unissued	\$0.00	Feb 1, 2016	28147	1	AGROPUR
4	444560		\$1,470.96	Feb 1, 2016	03503	0	AMERICAN TIME & SIGNAL
4	444561		\$281.30	Feb 1, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	444562	Unissued	\$0.00	Feb 1, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	444563		\$2,316.00	Feb 1, 2016	00249	1	APPLE COMPUTER INC.
4	444564		\$454.15	Feb 1, 2016	00386	1	BARNES & NOBLE, INC.
4	444565		\$570.83	Feb 1, 2016	03544	2	BEST BUY BUSINESS ADVANTAGE ACCOUNT
4	444566		\$8,165.62	Feb 1, 2016	00477	0	BIX PRODUCE COMPANY
4	444567	Unissued	\$0.00	Feb 1, 2016	00477	0	BIX PRODUCE COMPANY
4	444568	Unissued	\$0.00	Feb 1, 2016	00477	0	BIX PRODUCE COMPANY
4	444569	Unissued	\$0.00	Feb 1, 2016	00477	0	BIX PRODUCE COMPANY
4	444570		\$2,658.38	Feb 1, 2016	26720	0	BLUE BELL ENTERPRISES, INC.
4	444571		\$575.00	Feb 1, 2016	00673	0	BURNSVILLE, CITY OF
4	444572		\$632.95	Feb 1, 2016	23509	0	COOL AIR MECHANICAL, INC.
4	444573		\$52.94	Feb 1, 2016	00782	1	CURRICULUM ASSOCIATES, INC.
4	444574		\$9,932.04	Feb 1, 2016	04186	1	DALCO
4	444575	Unissued	\$0.00	Feb 1, 2016	04186	1	DALCO
4	444576	Unissued	\$0.00	Feb 1, 2016	04186	1	DALCO
4	444577		\$6,792.00	Feb 1, 2016	29282	0	DIVERSIFIED FOODS, INC.
4	444578		\$7,971.05	Feb 1, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	444579	Unissued	\$0.00	Feb 1, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	444580		\$15,003.29	Feb 1, 2016	26109	0	FIELD ENVIRONMENTAL CONSULTING, INC.
4	444581		\$1,141.31	Feb 1,	04387	1	GRAINGER

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444582		\$1,079.82	Feb 1, 2016	09046	0	HI TECH REFRIGERATION
4	444583		\$3,540.95	Feb 1, 2016	09318	1	HILLYARD INC - MINNEAPOLIS
4	444584		\$381.11	Feb 1, 2016	04818	0	HORIZON COMMERCIAL POOL SUPPLY
4	444585		\$876.15	Feb 1, 2016	28007	1	INPRO CORPORATION
4	444586		\$482.50	Feb 1, 2016	29071	0	JOBS FOUNDATION/TECH DUMP
4	444587		\$15,150.00	Feb 1, 2016	28688	0	K12 TRANSPORTATION MANAGEMENT SERVICES, INC.
4	444588		\$351.44	Feb 1, 2016	02203	0	LAKESHORE LEARNING MATERIALS
4	444589		\$183.80	Feb 1, 2016	27253	0	LANDS BEST FOODS LLC
4	444590		\$328.44	Feb 1, 2016	05077	0	LOCKSAFE INC.
4	444591		\$4,245.61	Feb 1, 2016	02196	0	MACKIN EDUCATIONAL RESOURCES
4	444592		\$2,390.40	Feb 1, 2016	22012	0	MIDWEST PLAYSAPES INC
4	444593		\$1,226.28	Feb 1, 2016	23914	0	MIDWEST VENDING
4	444594		\$6,390.00	Feb 1, 2016	00624	0	MN HISTORICAL SOCIETY
4	444595		\$38.56	Feb 1, 2016	03519	0	NAPA AUTO PARTS
4	444596		\$127.00	Feb 1, 2016	25372	4	NCS PEARSON INC
4	444597		\$279.00	Feb 1, 2016	22087	0	NOBELUS, LLC
4	444598		\$9,287.47	Feb 1, 2016	02489	1	OFFICE DEPOT COMPANY
4	444599		\$289.18	Feb 1, 2016	04333	1	PATTERSON MEDICAL SUPPLY INC
4	444600		\$1,000.00	Feb 1, 2016	28785	1	PRODOCON, INC
4	444601		\$369.00	Feb 1, 2016	24681	0	PROFESSIONAL WIRELESS COMMUNICATIONS
4	444602		\$393.25	Feb 1, 2016	21984	0	READING READING BOOKS
4	444603		\$244.73	Feb 1, 2016	21851	0	RED WING SHOE STORE
4	444604		\$148.23	Feb 1, 2016	03196	6	SCHOLASTIC INC.
4	444605		\$108.64	Feb 1, 2016	03640	1	STAPLES ADVANTAGE
4	444606		\$58.30	Feb 1, 2016	03640	5	STAPLES PRINT SOLUTIONS

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444607		\$1,958.00	Feb 1, 2016	00826	1	TIERNEY BROTHERS, INC.
4	444608		\$179.28	Feb 1, 2016	22123	1	TOTAL FILTRATION SERVICES, INC.
4	444609		\$9,703.89	Feb 1, 2016	03802	0	TRIO SUPPLY
4	444610	Unissued	\$0.00	Feb 1, 2016	03802	0	TRIO SUPPLY
4	444611		\$64.02	Feb 1, 2016	27728	1	US GAMES
4	444612		\$5.78	Feb 1, 2016	04243	1	VIKING ELECTRIC SUPPLY, INC.
4	444613		\$431.14	Feb 1, 2016	07032	1	WILLIAM H. SADLIER, INC.
4	444614		\$1,085.00	Jan 29, 2016	00098	1	ASCD
4	444615		\$525.00	Jan 29, 2016	27719	0	AUGUSTANA REGENT
4	444616		\$150.00	Jan 29, 2016	00016	3063	BRINKMANN, SHELLY
4	444617		\$2,268.00	Jan 29, 2016	09972	0	BUCK HILL, INC.
4	444618		\$1,690.00	Jan 29, 2016	09991	0	BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSTS
4	444619		\$50.00	Jan 29, 2016	00706	0	BURNSVILLE CHAMBER OF COMMERCE
4	444620		\$1,363.56	Jan 29, 2016	02519	0	CENTERPOINT ENERGY
4	444621		\$52.90	Jan 29, 2016	00645	0	CUB FOODS
4	444622		\$56.25	Jan 29, 2016	00930	1	DVS RENEWAL
4	444623		\$370.80	Jan 29, 2016	09272	2	ECM PUBLISHERS, INC.
4	444624		\$169.50	Jan 29, 2016	28531	0	EDUCATION MINNESOTA
4	444625		\$1,927.75	Jan 29, 2016	28381	0	FEAR THE RODENT SPORTS
4	444626		\$78.34	Jan 29, 2016	28202	0	FOUNDATION 191
4	444627		\$638.75	Jan 29, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	444628		\$413.00	Jan 29, 2016	20324	1	GURSTEL,STALOCH & CHARGO PA
4	444629		\$500.00	Jan 29, 2016	28717	0	HUIE, WING YOUNG
4	444630		\$67.05	Jan 29, 2016	09327	0	INTERMEDIATE SCHOOL DISTRICT 917
4	444631		\$236.00	Jan 29, 2016	24345	0	JOHNSON, SCOTT ALLEN
4	444632		\$33,577.53	Jan 29,	27633	0	KELLY SERVICES, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444633		\$290.00	Jan 29, 2016	26890	0	LOVLIE, CHRISTINE
4	444634		\$4,054.00	Jan 29, 2016	24921	0	MECA SPORTSWEAR
4	444635		\$184.00	Jan 29, 2016	23866	0	MESSERLI & KRAMER PA
4	444636		\$1,215.00	Jan 29, 2016	03216	0	MROS, RICHARD
4	444637		\$112.00	Jan 29, 2016	08769	0	NCPERS MINNESOTA
4	444638		\$186.00	Jan 29, 2016	28905	0	NICE GUY TECHNOLOGY LLC
4	444639		\$1,473.00	Jan 29, 2016	29333	0	PEDIATECH NURSING, LLC
4	444640		\$99.00	Jan 29, 2016	29171	0	PERFORMANT RECOVERY INC
4	444641		\$2,166.90	Jan 29, 2016	09501	0	RABIDEAUX, ED
4	444642		\$174.00	Jan 29, 2016	25562	0	SACHS, ALICE
4	444643		\$7,315.72	Jan 29, 2016	07382	0	SCHOOL SERVICES EMPLOYEES LOCAL 284
4	444644		\$120.00	Jan 29, 2016	24347	0	SEXTON, JAMES
4	444645		\$585.30	Jan 29, 2016	20185	0	SHIRTY SOMETHING
4	444646		\$468.00	Jan 29, 2016	28802	0	SLIPSCREEN PRINTING LLC
4	444647		\$1,060.00	Jan 29, 2016	21607	0	SUCCESS BEYOND THE CLASSROOM
4	444648		\$495.00	Jan 29, 2016	28340	0	TWIN CITIES PHOTO BOOTH
4	444649		\$312.00	Jan 29, 2016	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	444650		\$60.00	Jan 29, 2016	25560	0	WARSAME, KADRA
4	444651		\$480.00	Feb 2, 2016	28551	0	ADVANCED IMAGING SOLUTIONS
4	444652		\$2,430.00	Feb 2, 2016	09076	0	AGL CONSULTING
4	444653		\$359.53	Feb 2, 2016	00216	2	ALPHA VIDEO & AUDIO, INC.
4	444654		\$403.50	Feb 2, 2016	28404	0	BOOTH LAW GROUP PLLC
4	444655		\$23,135.20	Feb 2, 2016	00435	0	BURNSVILLE ICE CENTER
4	444656		\$27,889.94	Feb 2, 2016	02519	0	CENTERPOINT ENERGY
4	444657		\$50.00	Feb 2, 2016	00016	3064	DICKHAUSEN, SARAH

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444658		\$150.00	Feb 2, 2016	08344	3	EDEN PRAIRIE QUIZ BOWL
4	444659		\$294.97	Feb 2, 2016	00889	1	ELSMORE SWIM SHOP
4	444660		\$325.00	Feb 2, 2016	04416	0	FAIRVIEW
4	444661		\$90.00	Feb 2, 2016	02495	1	FARMINGTON DANCE TEAM
4	444662		\$570.00	Feb 2, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	444663		\$50.00	Feb 2, 2016	00016	2670	HELKE, DENISE
4	444664		\$100.00	Feb 2, 2016	28744	0	HERING, TODD
4	444665		\$2,037.48	Feb 2, 2016	09046	0	HI TECH REFRIGERATION
4	444666		\$50.00	Feb 2, 2016	00016	2062	HO, TRUC
4	444667		\$10,352.14	Feb 2, 2016	08893	4	IND. SCHOOL DIST. 1
4	444668		\$2,806.25	Feb 2, 2016	02483	0	INTEGRA TELECOM
4	444669		\$119.00	Feb 2, 2016	01994	0	J&R SCHOOL SUPPLIES, INC.
4	444670		\$5,678.75	Feb 2, 2016	29078	1	JB RESTAURANT CONCEPTS, LLC
4	444671		\$31,889.00	Feb 2, 2016	02102	0	KRAUS-ANDERSON INS. AGENCY, INC.
4	444672		\$952.00	Feb 2, 2016	28045	0	LAKESIDE PROMOTIONS, LLC
4	444673		\$5,056.81	Feb 2, 2016	26241	0	M&E REALTY COMPANY
4	444674		\$1,055.70	Feb 2, 2016	24921	0	MECA SPORTSWEAR
4	444675		\$175.00	Feb 2, 2016	22385	0	METRO TRANSIT
4	444676		\$190.00	Feb 2, 2016	07164	1	MN TRACK COACHES ASSOCIATION
4	444677		\$70.00	Feb 2, 2016	22324	0	MULTILINGUAL WORD, INC.
4	444678		\$236.00	Feb 2, 2016	02867	0	NORTHERN BALANCE & SCALE
4	444679		\$1,600.00	Feb 2, 2016	21907	0	OLSON, JANE
4	444680		\$50.00	Feb 2, 2016	00016	1429	OSTERTAG, LAURIE
4	444681		\$1,215.00	Feb 2, 2016	03055	4	PITNEY BOWES
4	444682		\$1,200.00	Feb 2, 2016	09266	0	ROSEMOUNT HIGH SCHOOL
4	444683		\$20.00	Feb 2,	09588	4	SAVAGE, CITY OF

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444684		\$4,650.00	Feb 2, 2016	27742	0	STRATEGIC SOURCE INC
4	444685		\$918.40	Feb 2, 2016	29345	1	T-MOBILE
4	444686		\$106,454.05	Feb 2, 2016	08203	1	TIES
4	444687		\$59,999.85	Feb 2, 2016	04417	1	US FOODS INC
4	444688	Unissued	\$0.00	Feb 2, 2016	04417	1	US FOODS INC
4	444689	Unissued	\$0.00	Feb 2, 2016	04417	1	US FOODS INC
4	444690	Unissued	\$0.00	Feb 2, 2016	04417	1	US FOODS INC
4	444691	Unissued	\$0.00	Feb 2, 2016	04417	1	US FOODS INC
4	444692	Unissued	\$0.00	Feb 2, 2016	04417	1	US FOODS INC
4	444693		\$1,045.00	Feb 2, 2016	07737	0	YOUTH FRONTIERS, INC.
4	444694		\$37.10	Feb 5, 2016	00001	1680	ALEXANDER, KARI
4	444695		\$372.40	Feb 5, 2016	26468	0	ARROW LIFT
4	444696		\$54.50	Feb 5, 2016	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	444697		\$150.00	Feb 5, 2016	00016	1383	BENFER, SUSAN
4	444698		\$550.76	Feb 5, 2016	05944	0	BURNSVILLE SWIM CLUB, INC.
4	444699		\$7,518.03	Feb 5, 2016	04226	0	BURNSVILLE, CITY OF
4	444700	Unissued	\$0.00	Feb 5, 2016	04226	0	BURNSVILLE, CITY OF
4	444701		\$420.00	Feb 5, 2016	25919	0	CORDOVA, LETICIA
4	444702		\$159.90	Feb 5, 2016	00502	0	CORNERSTONE COPY CENTER
4	444703		\$15.46	Feb 5, 2016	00645	0	CUB FOODS
4	444704		\$10,218.75	Feb 5, 2016	22059	0	DAKOTA OUTDOORS LLC
4	444705		\$9,040.73	Feb 5, 2016	00641	0	DICK'S/LAKEVILLE SANITATION, INC.
4	444706		\$120.00	Feb 5, 2016	09272	2	ECM PUBLISHERS, INC.
4	444707		\$641.60	Feb 5, 2016	26262	0	EDUCATORS BENEFIT CONSULTANTS, LLC
4	444708		\$20.45	Feb 5, 2016	29168	0	FREE THE CHILDREN

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444709		\$1,200.00	Feb 5, 2016	28654	0	HERSI, SANAA
4	444710		\$1,090.00	Feb 5, 2016	25612	0	IMAGE MARKET
4	444711		\$47,604.24	Feb 5, 2016	27633	0	KELLY SERVICES, INC.
4	444712		\$170.00	Feb 5, 2016	09951	0	MATH MASTERS OF MN
4	444713		\$1,405.00	Feb 5, 2016	03814	0	MINNESOTA COMMUNITY EDUCATION ASSOC (MCEA)
4	444714		\$11,039.24	Feb 5, 2016	07448	0	MINNESOTA VALLEY ELECTRIC COOPERATIVE
4	444715		\$325.00	Feb 5, 2016	29333	0	PEDIATECH NURSING, LLC
4	444716		\$425.00	Feb 5, 2016	06693	0	POWELL, MALINDA
4	444717		\$29.45	Feb 5, 2016	00000	2584	ROBINSON, TIM
4	444718		\$73.54	Feb 5, 2016	00927	0	RUBENSTEIN & ZIFF, INC.
4	444719		\$4,874.15	Feb 5, 2016	09588	0	SAVAGE, CITY OF
4	444720		\$120.00	Feb 5, 2016	09588	2	SAVAGE, CITY OF
4	444721		\$260.65	Feb 5, 2016	28502	0	THE MCDOWELL AGENCY, INC.
4	444722		\$5,515.86	Feb 5, 2016	00535	1	VERIZON WIRELESS
4	444723		\$1,239.42	Feb 5, 2016	24348	0	WAGNER, MARTINA
4	444724		\$127.50	Feb 5, 2016	25560	0	WARSAME, KADRA
4	444725		\$316.33	Feb 5, 2016	20007	0	WASTE MANAGEMENT
4	444726		\$308.70	Feb 5, 2016	29366	0	WILDER, ERICA
4	444727		\$16,784.73	Feb 5, 2016	02776	0	XCEL ENERGY
4	444728		\$397.50	Feb 9, 2016	29258	0	AKERSON, ELIZABETH
4	444729		\$735.87	Feb 9, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	444730		\$266.02	Feb 9, 2016	02781	5	CENTURYLINK
4	444731		\$120.00	Feb 9, 2016	28260	0	CHOY, SERGIO R.
4	444732		\$100.00	Feb 9, 2016	27322	0	CLIFTONLARSONALLEN, LLP
4	444733		\$300.00	Feb 9, 2016	25919	0	CORDOVA, LETICIA
4	444734		\$178.12	Feb 9,	00647	0	CROWN RENTAL, INC.

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444735		\$78.96	Feb 9, 2016	22970	0	DELEGARD TOOL COMPANY
4	444736		\$1,087.50	Feb 9, 2016	24817	0	EAGAN COMMUNITY CENTER
4	444737		\$150.00	Feb 9, 2016	27841	2	EAST RIDGE BOYS GOLF
4	444738		\$672.50	Feb 9, 2016	09272	2	ECM PUBLISHERS, INC.
4	444739		\$14.50	Feb 9, 2016	27498	1	EDGE ENTERPRISES, INC.
4	444740		\$78.34	Feb 9, 2016	28202	0	FOUNDATION 191
4	444741		\$100.00	Feb 9, 2016	01880	2	IND. SCHOOL DIST. 194
4	444742		\$30.00	Feb 9, 2016	09181	0	MN ASSOC OF SCHOOL ADMINISTRATORS (MASA)
4	444743		\$82.50	Feb 9, 2016	03091	4	NCS PEARSON INC
4	444744		\$53.27	Feb 9, 2016	02765	0	NORCOSTCO, INC.
4	444745		\$240.00	Feb 9, 2016	24879	0	PEREZ, MELISSA M.
4	444746		\$275.00	Feb 9, 2016	21458	0	PRIOR LAKE HIGH SCHOOL
4	444747		\$48.00	Feb 9, 2016	24681	0	PROFESSIONAL WIRELESS COMMUNICATIONS
4	444748		\$130.00	Feb 9, 2016	22579	0	SCHAD TRACY SIGNS
4	444749		\$150.00	Feb 9, 2016	06455	1	SHAKOPEE HIGH SCHOOL
4	444750		\$150.00	Feb 9, 2016	23536	1	STILLWATER AREA HIGH SCHOOL
4	444751		\$18.00	Feb 9, 2016	00016	3065	SYSOURATH, LYNN
4	444752		\$10,580.76	Feb 9, 2016	04045	1	TRANE U.S. INC.
4	444753		\$150.00	Feb 9, 2016	20875	0	WHITE BEAR LAKE HIGH SCHOOL
4	444754		\$8,370.08	Feb 16, 2016	28147	1	AGROPUR
4	444755	Unissued	\$0.00	Feb 16, 2016	28147	1	AGROPUR
4	444756	Unissued	\$0.00	Feb 16, 2016	28147	1	AGROPUR
4	444757	Unissued	\$0.00	Feb 16, 2016	28147	1	AGROPUR
4	444758	Unissued	\$0.00	Feb 16, 2016	28147	1	AGROPUR
4	444759	Unissued	\$0.00	Feb 16, 2016	28147	1	AGROPUR

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444760	Unissued	\$0.00	Feb 16, 2016	28147	1	AGROPUR
4	444761		\$1,084.17	Feb 16, 2016	03503	0	AMERICAN TIME & SIGNAL
4	444762		\$256.70	Feb 16, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	444763		\$1,776.12	Feb 16, 2016	03178	1	AQUA LOGIC, INC.
4	444764		\$105.57	Feb 16, 2016	00428	0	ARAMARK
4	444765		\$116.25	Feb 16, 2016	05941	1	ASPEN EQUIPMENT CO.
4	444766		\$82.50	Feb 16, 2016	03931	0	BERRY COFFEE COMPANY
4	444767		\$1,890.32	Feb 16, 2016	08358	0	BERTELSON TOTAL OFFICE SOLUTIONS
4	444768		\$395.22	Feb 16, 2016	03544	2	BEST BUY BUSINESS ADVANTAGE ACCOUNT
4	444769		\$7,686.53	Feb 16, 2016	00477	0	BIX PRODUCE COMPANY
4	444770	Unissued	\$0.00	Feb 16, 2016	00477	0	BIX PRODUCE COMPANY
4	444771	Unissued	\$0.00	Feb 16, 2016	00477	0	BIX PRODUCE COMPANY
4	444772	Unissued	\$0.00	Feb 16, 2016	00477	0	BIX PRODUCE COMPANY
4	444773		\$186.34	Feb 16, 2016	00172	1	BLICK ART MATERIALS
4	444774		\$6,120.00	Feb 16, 2016	20289	1	CDW GOVERNMENT, INC.
4	444775		\$1,941.47	Feb 16, 2016	00624	1	CHICAGO DISTRIBUTION CENTER
4	444776		\$1,331.02	Feb 16, 2016	25513	1	CHURCH OFFSET PRINTING, INC.
4	444777		\$28.00	Feb 16, 2016	00647	0	CROWN RENTAL, INC.
4	444778		\$657.04	Feb 16, 2016	29228	1	CUMMINS NPOWER LLC
4	444779		\$545.99	Feb 16, 2016	00782	1	CURRICULUM ASSOCIATES, INC.
4	444780		\$12,639.93	Feb 16, 2016	04186	1	DALCO
4	444781	Unissued	\$0.00	Feb 16, 2016	04186	1	DALCO
4	444782	Unissued	\$0.00	Feb 16, 2016	04186	1	DALCO
4	444783	Unissued	\$0.00	Feb 16, 2016	04186	1	DALCO
4	444784		\$3,403.72	Feb 16, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	444785		\$200.00	Feb 16,	01049	1	EAGAN, CITY OF

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	444786		\$755.50	Feb 16, 2016	06626	1	EDUCATIONAL PRODUCTS, INC
4	444787		\$236.80	Feb 16, 2016	28982	0	EKON-O-PAC, LLC
4	444788		\$496.25	Feb 16, 2016	01078	0	ELECTRO WATCHMAN, INC.
4	444789		\$137.00	Feb 16, 2016	26949	0	FAIRFIELD GLASS & WINDOW, INC.
4	444790		\$4.11	Feb 16, 2016	23054	1	FASTENAL
4	444791		\$59.52	Feb 16, 2016	08698	1	FERGUSON ENTERPRISES # 1657
4	444792		\$49.85	Feb 16, 2016	01541	1	GENERAL PARTS, LLC
4	444793		\$888.58	Feb 16, 2016	04387	1	GRAINGER
4	444794	Unissued	\$0.00	Feb 16, 2016	04387	1	GRAINGER
4	444795		\$2,737.37	Feb 16, 2016	01641	0	H&B SPECIALIZED PRODUCTS, INC.
4	444796		\$6,780.00	Feb 16, 2016	01774	1	HALDEMAN-HOMME, INC./ANDERSON LADD, INC.
4	444797		\$414.30	Feb 16, 2016	09318	1	HILLYARD INC - MINNEAPOLIS
4	444798		\$761.50	Feb 16, 2016	27703	0	HUMERATECH
4	444799		\$1,110.00	Feb 16, 2016	28877	0	INTERSTATE ALL BATTERY CENTER
4	444800		\$482.50	Feb 16, 2016	28929	0	JOHN'S SEWER AND DRAIN CLEANING, INC.
4	444801		\$79.25	Feb 16, 2016	07486	1	JOHNSTONE SUPPLY
4	444802		\$4,025.00	Feb 16, 2016	28622	1	JTM PROVISIONS CO. INC.
4	444803		\$520.00	Feb 16, 2016	08955	0	KELLEHER, HELMRICH AND ASSOCIATES
4	444804		\$534.50	Feb 16, 2016	27253	0	LANDS BEST FOODS LLC
4	444805		\$101.00	Feb 16, 2016	06419	1	LENSCRAFTERS, INC.
4	444806		\$1,008.00	Feb 16, 2016	05077	0	LOCKSAFE INC.
4	444807		\$5,303.99	Feb 16, 2016	28777	0	LOVEGREEN MACHINE SAFETY INC
4	444808		\$2,829.31	Feb 16, 2016	02196	0	MACKIN EDUCATIONAL RESOURCES
4	444809		\$342.70	Feb 16, 2016	28793	1	MANSFIELD OIL COMPANY
4	444810		\$313.49	Feb 16, 2016	27932	1	MATHESON TRI-GAS, INC.

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	444811		\$70.00	Feb 16, 2016	08865	10	METRO ECSU-REGION 11 ISD#920
4	444812		\$1,995.19	Feb 16, 2016	08999	1	MINNESOTA ELEVATOR INC
4	444813		\$288.00	Feb 16, 2016	28041	0	MIXMI BRANDS INC.
4	444814		\$183.93	Feb 16, 2016	03519	0	NAPA AUTO PARTS
4	444815		\$279.47	Feb 16, 2016	02489	1	OFFICE DEPOT COMPANY
4	444816		\$7,438.75	Feb 16, 2016	28310	1	POWER SECURE
4	444817		\$166.82	Feb 16, 2016	03073	1	PRO-ED
4	444818		\$60.00	Feb 16, 2016	06365	0	PROFESSIONAL DEVELOPMENT PROGRAMS
4	444819		\$110.49	Feb 16, 2016	05511	0	RED WING SHOE STORE
4	444820		\$123.24	Feb 16, 2016	21851	0	RED WING SHOE STORE
4	444821		\$1,723.00	Feb 16, 2016	23241	0	RYAN MECHANICAL, INC.
4	444822		\$780.90	Feb 16, 2016	07745	1	SAFETY-KLEEN
4	444823		\$409.56	Feb 16, 2016	03537	1	SCHOOL HEALTH SUPPLY CO., INC.
4	444824		\$1,289.02	Feb 16, 2016	02217	1	SIEMENS INDUSTRY, INC.
4	444825		\$1,870.70	Feb 16, 2016	03587	1	SIMPLEX GRINNELL
4	444826		\$51.16	Feb 16, 2016	03689	0	STATE SUPPLY CO., INC.
4	444827		\$2,069.00	Feb 16, 2016	22618	0	TEE JAY NORTH, INC.
4	444828		\$5,914.84	Feb 16, 2016	08203	1	TIES
4	444829		\$3,966.32	Feb 16, 2016	03802	0	TRIO SUPPLY
4	444830		\$619.49	Feb 16, 2016	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	444831		\$260.00	Feb 16, 2016	04195	1	VIKING AUTOMATIC SPRINKLER COMPANY
4	444832		\$52.86	Feb 16, 2016	04243	1	VIKING ELECTRIC SUPPLY, INC.
4	444833		\$330.00	Feb 16, 2016	04419	0	WESTERN PSYCHOLOGICAL SERVICES
<b>Check Count</b>	<b>482</b>	<b>Grand Total</b>	<b>\$2,123,352.89</b>				

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
6	147		\$707.84	Jan 22, 2016	07752	1	MILLER ELECTRIC, INC.
6	148		\$10,610.50	Jan 22, 2016	20320	0	NORTHERN AIR CORPORATION (NAC)
6	149		\$1,346.16	Jan 22, 2016	26086	0	ORKIN COMMERCIAL SERVICES
6	150		\$743.19	Jan 22, 2016	26290	0	PERFORMANCE APPAREL, LLC
<b>Check Count</b>	<b>4</b>	<b>Grand Total</b>	<b>\$13,407.69</b>				

## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
3	101275		\$110,281.01	Jan 22, 2016	26500	0	ARMSTRONG TORSETH SKOLD & RYDEEN INC.
3	101276		\$800.00	Jan 22, 2016	04400	0	BESTER BROS TRANSFER & STORAGE CO
3	101277		\$23,750.00	Jan 22, 2016	29362	0	COMMERCIAL DRYWALL, INC.
3	101278		\$50,825.00	Jan 22, 2016	29317	0	CROSTOWN MASONRY, INC.
3	101279		\$22,787.65	Jan 22, 2016	24553	0	EBERT CONSTRUCTION
3	101280		\$53,760.02	Jan 22, 2016	03078	0	KLAMM MECHANICAL CONTRACTORS, INC.
3	101281		\$229,581.27	Jan 22, 2016	29276	0	MAX STEININGER, INC.
3	101282		\$10,458.47	Jan 22, 2016	26112	1	NORTHERN ESCROW, INC.
3	101283		\$46,550.00	Jan 22, 2016	29318	0	NORTHLAND CONCRETE & MASONRY, LLC
3	101284		\$57,969.95	Jan 22, 2016	22848	0	PEOPLES ELECTRIC COMPANY, INC
3	101285		\$60,230.00	Jan 22, 2016	29363	0	THELEN HEATING & ROOFING INC.
3	101286		\$15,840.30	Jan 22, 2016	29263	0	VEIT & COMPANY, INC.
3	101287		\$1,186,774.77	Jan 22, 2016	29316	0	WELLS CONCRETE
3	101288	Unissued	\$0.00	Jan 31, 2016	00000	0	COMMUNITY EDUCATION REFUND ACCOUNT
3	101289		\$3,867.94	Jan 22, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101290		\$7,112.36	Jan 22, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101291		\$5,744.62	Jan 22, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101292		\$2,363.99	Jan 22, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101293		\$4,299.52	Jan 22, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101294		\$3,484.42	Jan 22, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101295		\$44,480.76	Jan 29, 2016	28424	0	CENTRAL ROOFING COMPANY
3	101296		\$288.40	Jan 29, 2016	09272	2	ECM PUBLISHERS, INC.
3	101297		\$11,200.50	Jan 29, 2016	27888	1	NORTHERN TECHNOLOGIES, INC.
3	101298		\$793.00	Jan 29, 2016	03587	1	SIMPLEX GRINNELL
3	101299		\$5,733.98	Feb 5, 2016	01078	0	ELECTRO WATCHMAN, INC.
3	101300		\$2,537.00	Feb 5,	26109	0	FIELD ENVIRONMENTAL

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## Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			CONSULTING, INC.
3	101301		\$2,240.00	Feb 5, 2016	29241	0	JAMES R HILL, INC.
3	101302		\$5,276.39	Feb 5, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101303		\$7,871.42	Feb 5, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101304		\$3,205.57	Feb 5, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101305		\$4,752.57	Feb 5, 2016	07914	3	MN DEPT OF LABOR AND INDUSTRY
3	101306		\$2,280.00	Feb 5, 2016	27745	0	PLADSON ENVIRONMENTAL, INC.
3	101307		\$637.20	Feb 5, 2016	29365	1	PLANGRID, INC.
3	101308		\$15,250.00	Feb 5, 2016	27619	1	SRI CONSULTANTS, INC.
<b>Check Count</b>	<b>34</b>	<b>Grand Total</b>	<b>\$2,003,028.08</b>				

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**Agenda II.B.5  
February 25, 2016**

**TO:** Dr. Joe Gothard, Superintendent and Board of Education

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

**DATE:** February 25, 2016

**RE:** Budget Analysis for the Month Ending January 31, 2016

**RECOMMENDATION:** That the Board accepts the Budget Analysis for the month ending January 31, 2016

The January Budget Reports are presented for Board information and review. The reports indicate the following:

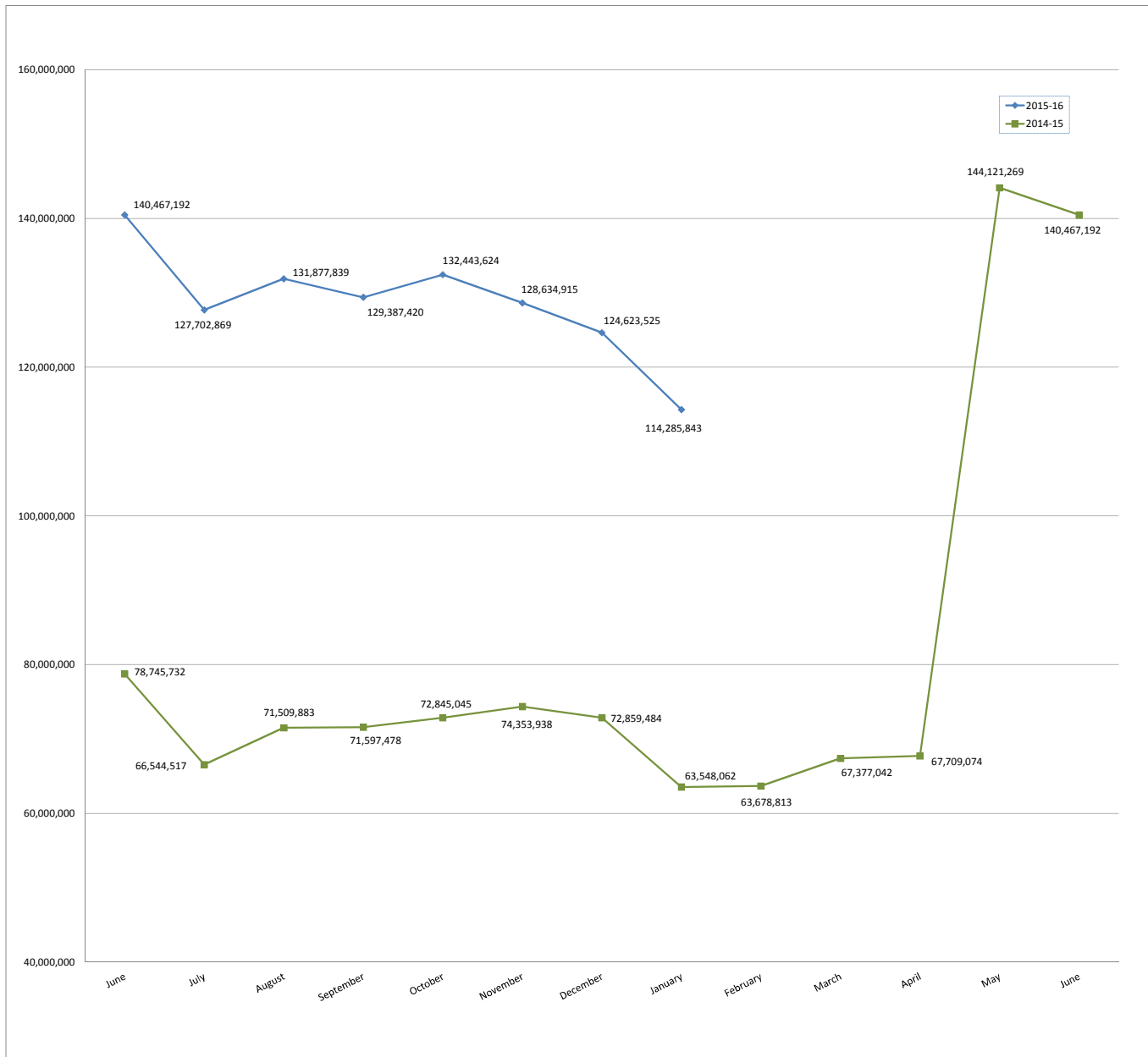
	Year-to-Date Revenue	% of Adopted Budget	Year-to-Date Expenditures	% of Adopted Budget
All Funds	\$ 62,310,017	38.33%	\$ 97,976,121	41.38%
General Fund	\$ 44,669,701	37.84%	\$ 55,592,345	45.86%

To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Cash and Investments by Month for Last year and Current year  
Revenues Year-to-Date for Last two years and Current year  
Expenditures Year-to-Date for Last two years and Current year

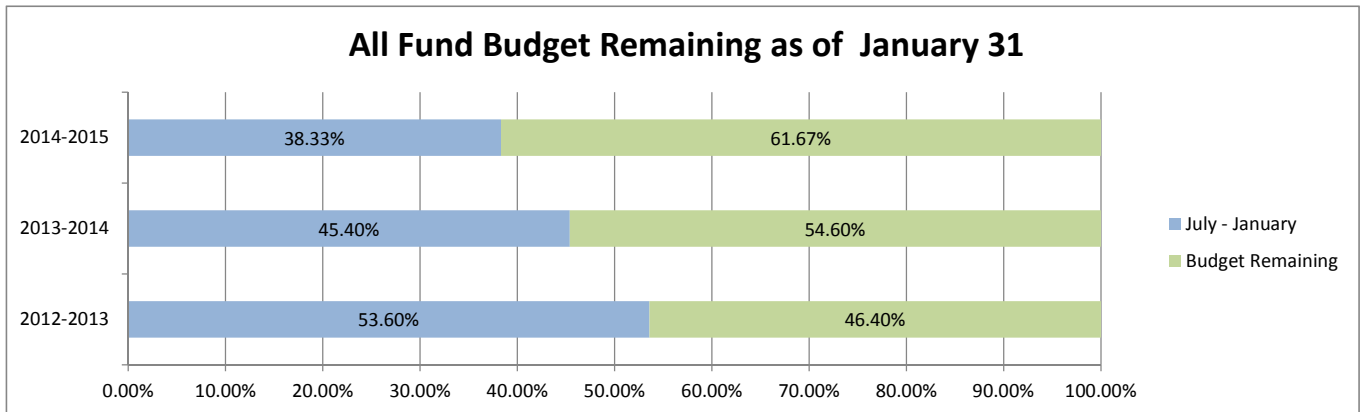
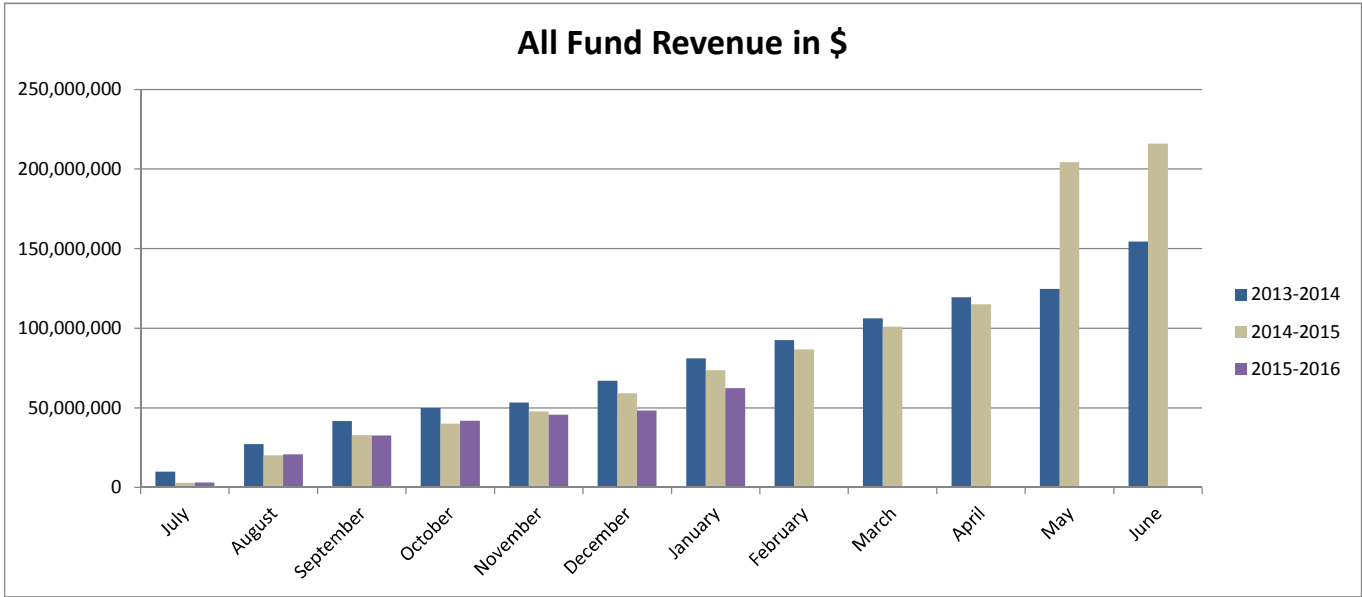
All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request. I would be glad to answer any questions regarding these reports.

# ALL FUNDS CASH AND INVESTMENTS 2014-15 AND 2015-16



**REVENUE COMPARISON  
ALL FUNDS**

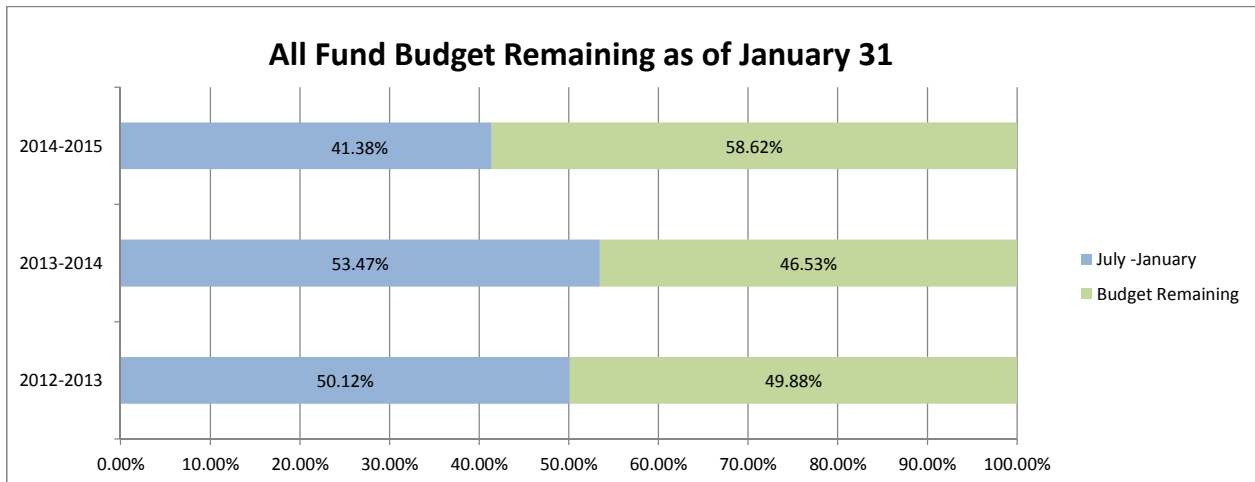
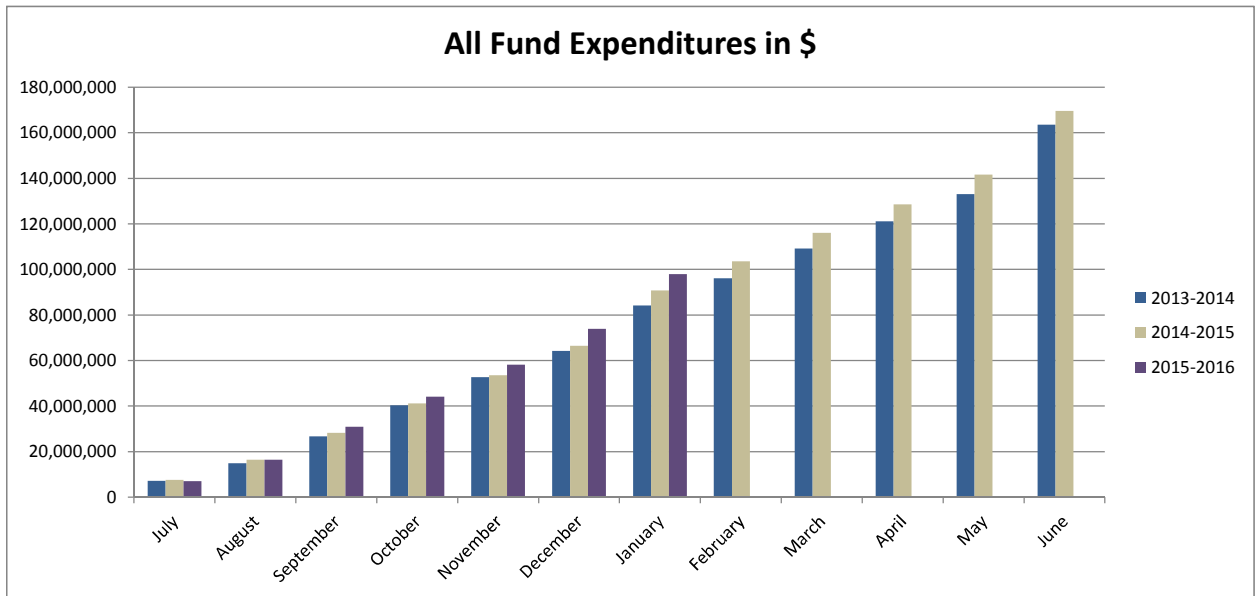
	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	9,962,088	6.59%	2,850,387	1.76%	3,044,376	1.87%
August	27,156,320	17.96%	20,097,761	12.38%	20,776,436	12.78%
September	41,620,021	27.53%	32,867,875	20.25%	32,729,505	20.13%
October	49,945,312	33.03%	40,162,882	24.75%	41,826,417	25.73%
November	53,270,705	35.23%	47,710,427 **	29.40%	45,631,362 **	28.07%
December	66,951,638	44.28%	59,268,168	36.52%	48,389,298	29.76%
January	81,044,548	53.60%	73,682,714	45.40%	62,310,017	38.33%
February	92,574,079	61.23%	86,673,781	53.41%		0.00%
March	106,129,747	70.19%	100,985,658	62.23%		0.00%
April	119,537,187	79.06%	115,060,703	70.90%		0.00%
May	124,812,839	82.55%	204,278,857	125.87%		0.00%
June	154,456,907	102.15%	215,999,627	133.10%		0.00%
<b>BUDGET</b>	<b>151,200,818</b>	<b>100.00%</b>	<b>162,289,404</b>	<b>100.00%</b>	<b>162,577,015</b>	<b>100.00%</b>



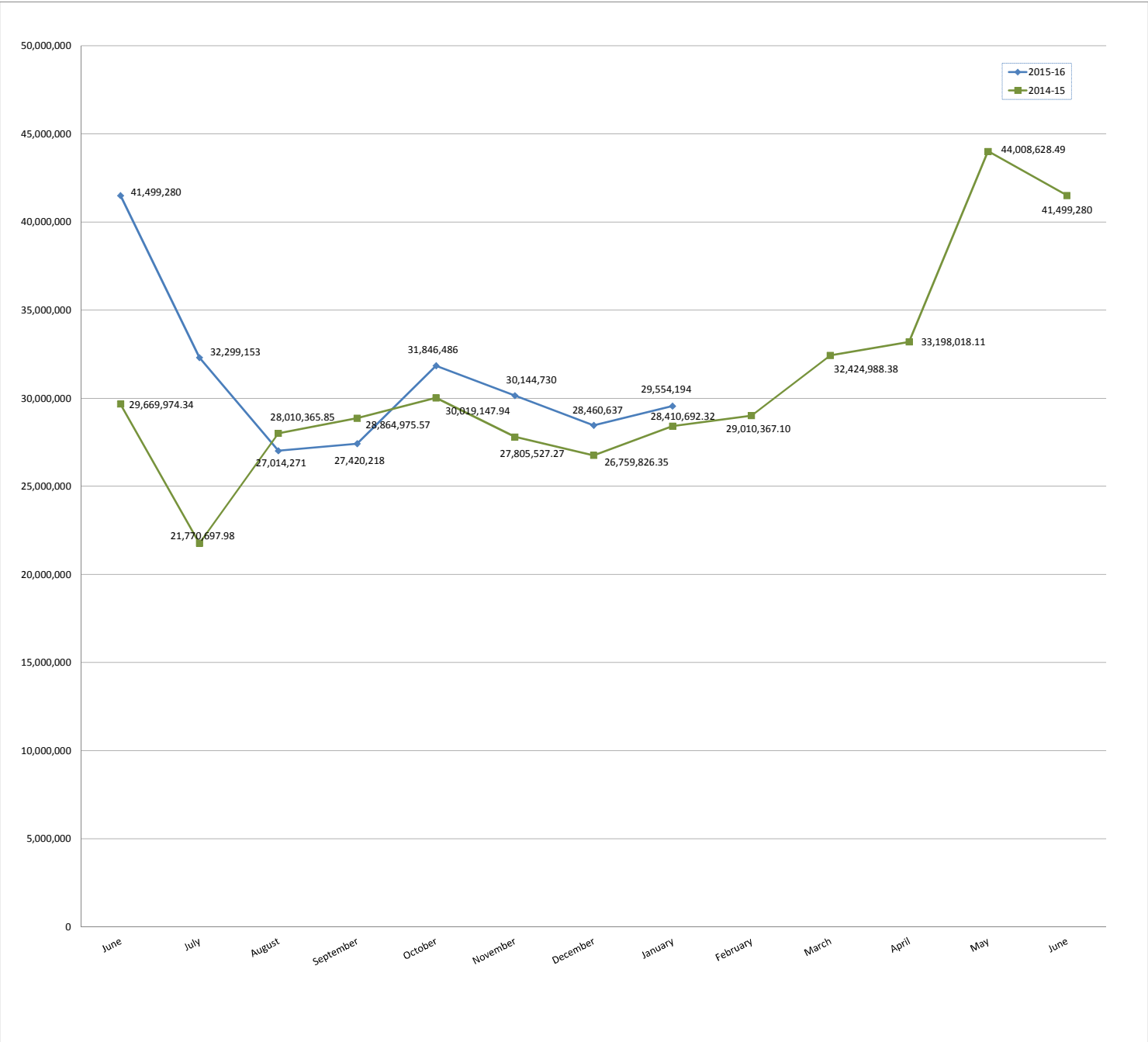
\*\* The year to year comparison will vary due to the timing of the reversal of prior year accruals.

**EXPENDITURE COMPARISON  
ALL FUNDS**

	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	7,158,138	4.26%	7,547,048	4.45%	7,049,033	2.98%
August	14,925,772	8.89%	16,483,027	9.71%	16,404,117	6.93%
September	26,723,106	15.92%	28,293,796	16.67%	30,882,275	13.04%
October	40,284,425	23.99%	41,129,759	24.23%	44,144,329	18.65%
November	52,655,277	31.36%	53,531,556	31.54%	58,247,227	24.60%
December	64,273,426	38.28%	66,513,786	39.18%	73,968,194	31.24%
January	84,162,075	50.12%	90,772,024	53.47%	97,976,121	41.38%
February	96,072,892	57.22%	103,617,253	61.04%		0.00%
March	109,116,145	64.98%	115,995,927	68.33%		0.00%
April	121,080,912	72.11%	128,584,685	75.75%		0.00%
May	133,051,690	79.24%	141,606,925	83.42%		0.00%
June	163,502,430	97.37%	169,539,828	99.88%		
<b>BUDGET</b>	<b>167,911,404</b>	<b>100.00%</b>	<b>169,749,976</b>	<b>100.00%</b>	<b>236,752,755</b>	<b>100.00%</b>

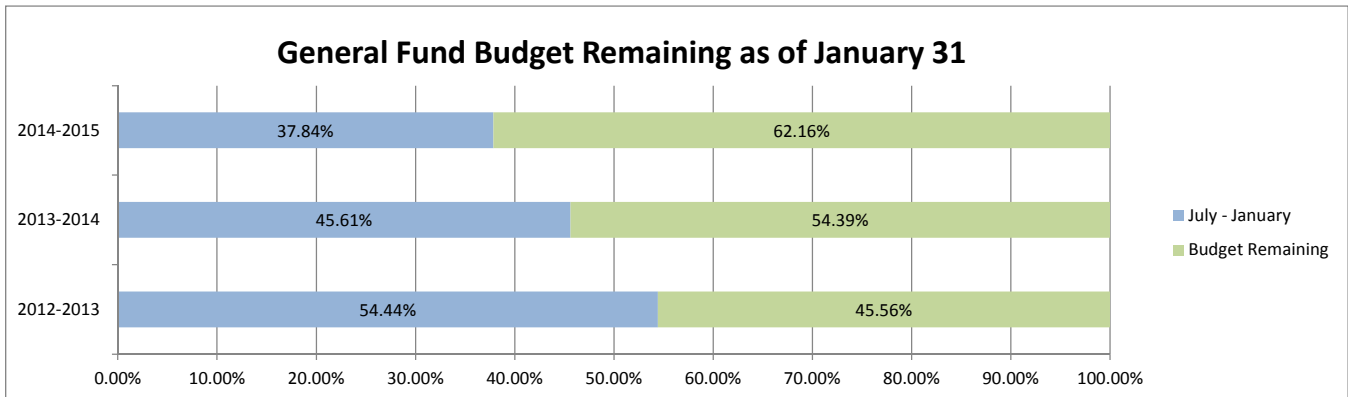
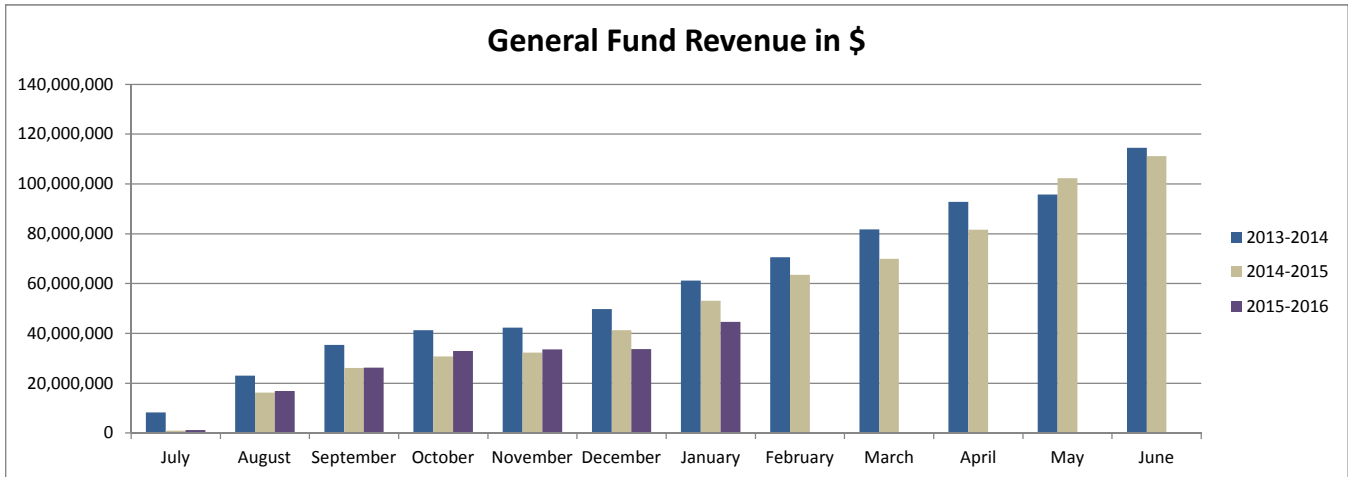


GENERAL FUND CASH AND INVESTMENTS  
2014-15 AND 2015-16



**REVENUE COMPARISON  
GENERAL FUND**

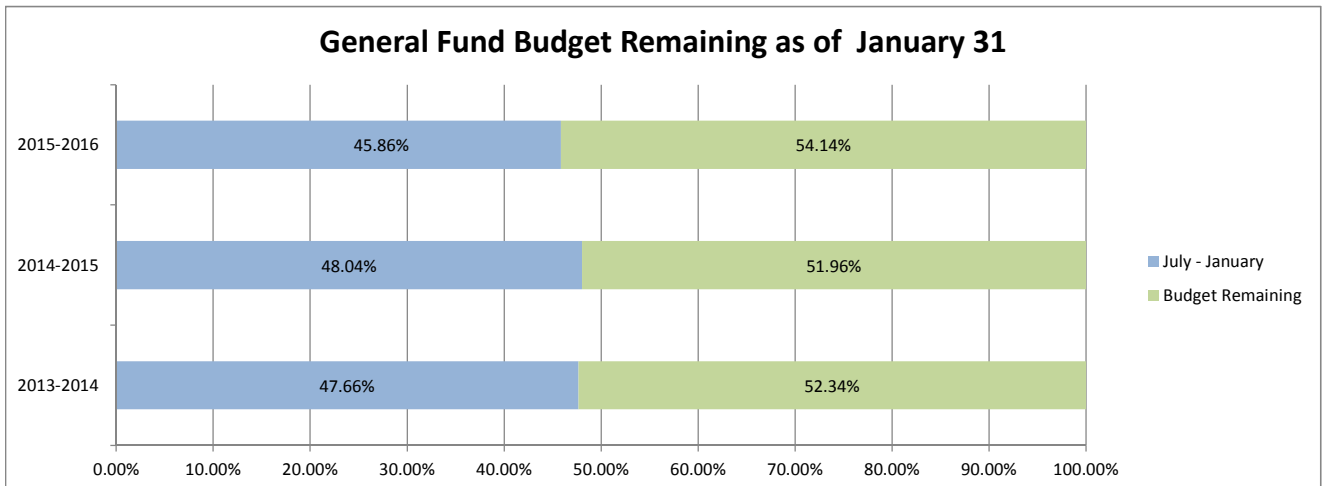
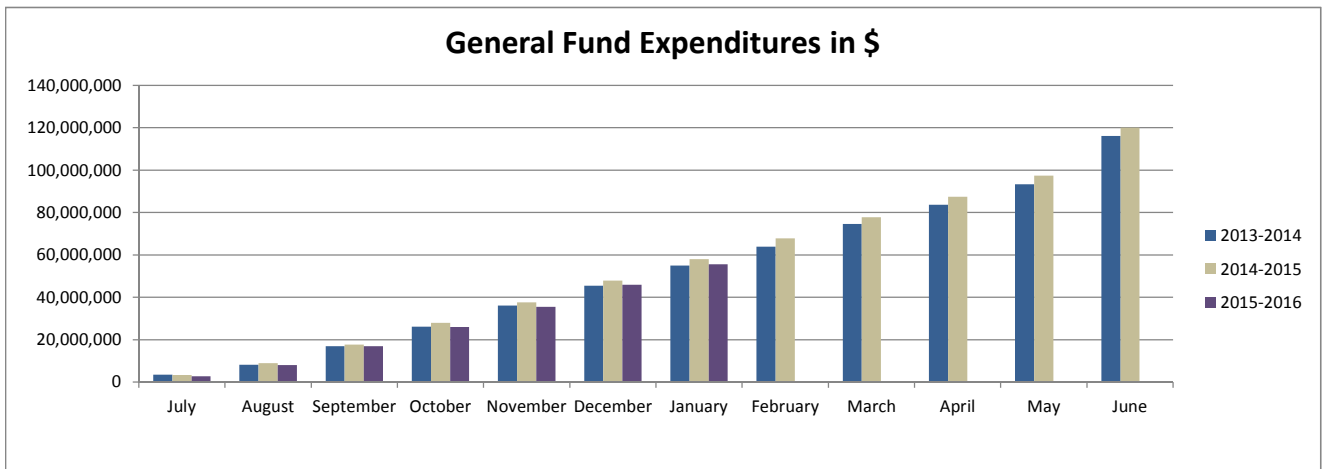
	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	8,213,239	7.30%	998,299	0.86%	1,172,002	0.99%
August	23,035,862	20.48%	16,255,179	13.98%	16,819,666	14.25%
September	35,369,620	31.44%	26,150,902	22.49%	26,303,462	22.28%
October	41,313,574	36.72%	30,774,320	26.46%	32,868,210	27.84%
November	42,329,912	37.63%	32,344,957 **	27.81%	33,523,977 **	28.40%
December	49,821,048	44.29%	41,271,780	35.49%	33,750,953	28.59%
January	61,240,048	54.44%	53,037,217	45.61%	44,669,701	37.84%
February	70,541,317	62.71%	63,519,175	54.62%		0.00%
March	81,730,478	72.65%	69,865,296	60.08%		0.00%
April	92,855,155	82.54%	81,679,509	70.24%		0.00%
May	95,758,464	85.12%	102,274,231	87.95%		0.00%
June	114,521,447	101.80%	111,161,850	95.59%		
<b>BUDGET</b>	<b>112,496,929</b>	<b>100.00%</b>	<b>116,289,398</b>	<b>100.00%</b>	<b>118,046,063</b>	<b>100.00%</b>



\*\* The year to year comparison will vary due to the timing of the reversal of prior year accruals.

**EXPENDITURE COMPARISON  
GENERAL FUND**

	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	3,493,163	3.03%	3,337,696	2.77%	2,684,247	2.21%
August	8,175,160	7.09%	8,947,182	7.41%	7,972,377	6.58%
September	16,950,675	14.69%	17,645,205	14.62%	16,911,827	13.95%
October	26,176,565	22.69%	27,881,276	23.10%	25,943,715	21.40%
November	36,060,193	31.26%	37,625,436	31.17%	35,429,463	29.23%
December	45,489,506	39.43%	47,847,779	39.64%	45,930,671	37.89%
January	54,985,329	47.66%	57,981,560	48.04%	55,592,345	45.86%
February	63,905,214	55.39%	67,797,669	56.17%		0.00%
March	74,531,071	64.60%	77,794,585	64.46%		0.00%
April	83,716,830	72.57%	87,372,670	72.39%		0.00%
May	93,317,546	80.89%	97,383,134	80.69%		0.00%
June	116,061,352	100.60%	120,005,229	99.43%		0.00%
<b>BUDGET</b>	<b>115,368,022</b>	<b>100.00%</b>	<b>120,691,888</b>	<b>100.00%</b>	<b>121,227,919</b>	<b>100.00%</b>





**Agenda II.B.6.  
February 25, 2016**

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

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

**Date: February 25, 2016**

**Re: Change Order #063, #066, #070, #072, #073, #074, #075 and #076 for the  
2015 Additions and Alterations to Burnsville High School**

RECOMMENDATION: That the Board of Education approves change orders #063, #066, #070, #072, #073, #074, #075 and #076 for the 2015 Additions and Alterations to Burnsville High School.

On May 28, 2015 the school board awarded contracts for bid package #1, on June 25, 2015 the school board awarded one contract for bid package #2, on August 13, 2015 the school board awarded contracts for bid package #3 and on October 22, November 5, November 19 and December 17, 2015 the school board awarded contracts for bid package #4 for the 2015 Additions and Alterations to the Burnsville High School.

Change order #063 for contract #0330 (Northland Concrete & Masonry, LLC) is in the amount of \$15,994.00. The additional costs are the results concrete work needing to happen for the completion of this project. This additional work was not in the bid pack #3 documents and was in the bid pack #4 documents so it was never bid out. Approved overtime is also included in this change order.

Change order #066 for contract #0330 (Northland Concrete & Masonry, LLC) is in the amount of \$9,110.00. The added cost was to add a poured in place concrete wall in lieu of a CMU wall to speed up construction. A credit in the amount of \$2,190.00 was approved on the February 11, 2016 change order for not using the CMU wall.

Change order #070 for contract #0330 (Northland Concrete & Masonry, LLC) is in the amount of \$1,206.00. The reason for this additional cost was due to design changes which cause the contractor needing to remobilize after changes were approved.



Change order #072 for contract #0600 (Ebert Construction Inc.) is in the amount of \$11,809.00. Item #1 on this change order was to add handrails at the drinking fountains per code. Item #2 on this change order was for additional masonry work, the existing apron on the Annex once opened up showed that the block foundation was tied in with rebar and a bond beam. The beam needed to be demoed and replaced. Item #3 on this change order was for additional masonry courses needed due to existing elevations not shown on the plan.

Change order #073 for contract #2601 (Peoples Electric CO., Inc.) is in the amount of \$8,461.00. The reason for this cost increase was to revise electrical feeder equipment in coordination with mechanical equipment. The other cost increase is to add power for the trash compactor.

Change order #074 for contract #2601 (Peoples Electric CO., Inc.) is a deduct in the amount of \$389.00. The reason for the deduction was to not provide a utilities control cabinet due to design changes in five classrooms in the science addition.

Change order #076 for contract #2200 (El-Jay Plumbing & Heating, Inc.) is a deduction in the amount of \$26,799.00. The reason for the deduction was due to the elimination of 10 fixtures and solenoid valves in five science classrooms due to design changes.

Change order #075 for contract #2600 (Peoples Electric CO., Inc.) is in the amount of \$5,844.00. The reason for this cost increase was to provide interlock protection controls between automotive lifts and overhead garage doors for safety. This modification was due to relocation of the automotive lifts.

To date total change orders in amount of \$569,917.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$38,304,863.00. This represents change orders of 1.51% of original bid amounts.

The items on these change orders have been reviewed and validated by ATS&R Architects and Engineers and WENCK Construction Inc.

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 11 2016

FEB 04 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 063

PROJECT: 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3  
 (Name and address) 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: NORTHLAND CONCRETE & MASONRY COMPANY, LLC  
 (Name and address) 12026 RIVERWOOD DRIVE  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0330.003

INITIATION DATE: 12/23/15

PROJECT NOS: 301504.01

CONTRACT FOR: Contract #0330  
 Cast In Place Concrete

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

# RECEIVED

JAN 15 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	2,617,189.00
Net change by previously authorized Change Orders .....	\$	11,855.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	2,629,044.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) (unchanged) by this Change Order .....	\$	15,994.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be .....	\$	2,645,038.00
The Contract Time will be (increased) (decreased) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 1/12/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 2/11/16

NORTHLAND CONCRETE & MASONRY COMPANY, LLC  
 CONTRACTOR  
 12026 Riverwood Drive, Burnsville, MN 55337  
 ADDRESS  
 BY *[Signature]* DATE 1/6/15

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 12/23/2015**

**Contractor:**

Northland Concrete and Masonry Company, LLC  
 12026 Riverwood Drive  
 Burnsville, MN 55337

**Architect's Project No:**

**Contract Date:**

**Contract Number: 0330**

**Change Order Number: 003**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-054	001	Additional concrete work throughout the building that is shown on the BP4 documents but not BP3 so it was not owned.	14,203
RCO-064	001	Added costs for two days of OT work to accommodate schedule.	1,791

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	11,855
The Contract Value prior to this Change Order was.....	2,629,044
The Contract Value will be changed by this Change Order in the amount of.....	15,994
The new Contract Value including this Change Order will be.....	2,645,038
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 11 2016

JAN 22 2016

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PCO # 066

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3  
 (Name and address) 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: NORTHLAND CONCRETE & MASONRY COMPANY, LLC  
 (Name and address) 12026 RIVERWOOD DRIVE  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0330.004  
 INITIATION DATE: 12/29/15  
 PROJECT NOS: 301504.01  
 CONTRACT FOR: Contract #0330  
 Cast In Place Concrete  
 CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

# RECEIVED

JAN 15 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contract Maximum Price</del> ) was .....	\$	2,617,189.00
Net change by previously authorized Change Orders .....	\$	27,849.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) prior to this Change Order was .....	\$	2,645,038.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	9,110.00
The new (Contract Sum) ( <del>Contract Maximum Price</del> ) including this Change Order will be ...	\$	2,654,148.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 1/22/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 1/21/16

NORTHLAND CONCRETE & MASONRY COMPANY, LLC  
 CONTRACTOR  
 12026 Riverwood Drive, Burnsville, MN 55337  
 ADDRESS  
 BY *[Signature]* DATE 1/8/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 12/29/2015**

**Contractor:**

Northland Concrete and Masonry Company, LLC  
 12026 Riverwood Drive  
 Burnsville, MN 55337

**Architect's Project No:**

**Contract Date:**  
**Contract Number: 0330**  
**Change Order Number: 004**

**The Contract is hereby revised by the following items:**

PCO	Item #	Description	Amount
RCO-060	001	Added cost for change to concrete wall from CMU per RFI 160.	9,110

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	27,849
The Contract Value prior to this Change Order was.....	2,645,038
The Contract Value will be changed by this Change Order in the amount of.....	9,110
The new Contract Value including this Change Order will be.....	2,654,148
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 22 2016

FEB 04 2016

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PCO # 070

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3  
 (Name and address) 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: NORTHLAND CONCRETE & MASONRY COMPANY, LLC  
 (Name and address) 12026 RIVERWOOD DRIVE  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0330.005

INITIATION DATE: 01/13/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0330  
 Cast In Place Concrete

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JAN 29 2016

ARMSTRONG, TORSETH  
 SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contract Maximum Price</del> ) was .....	\$	2,617,189.00
Net change by previously authorized Change Orders .....	\$	36,959.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) prior to this Change Order was .....	\$	2,654,148.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	1,206.00
The new (Contract Sum) ( <del>Contract Maximum Price</del> ) including this Change Order will be ...	\$	2,655,354.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**WENCK CONSTRUCTION INC.**

CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]*  
 BY *[Signature]* DATE 1/29/16

**ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS**

ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]*  
 BY *[Signature]* DATE 2/1/16

**NORTHLAND CONCRETE & MASONRY COMPANY, LLC**

CONTRACTOR  
 12026 Riverwood Drive, Burnsville, MN 55337

ADDRESS *[Signature]*  
 BY *[Signature]* DATE 1/19/16

**BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS**

OWNER  
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 1/13/2016**

**Contractor:**

Northland Concrete and Masonry Company, LLC  
12026 Riverwood Drive  
Burnsville, MN 55337

**Architect's Project No:**

**Contract Date:**

**Contract Number: 0330**

**Change Order Number: 005**

**The Contract is hereby revised by the following items:**

PCO	Item #	Description	Amount
RCO-057	001	Added cost for remobilizations due to proposal requests.	1,206

---

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	36,959
The Contract Value prior to this Change Order was.....	2,654,148
The Contract Value will be changed by this Change Order in the amount of.....	1,206
The new Contract Value including this Change Order will be.....	2,655,354
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JAN 22 2016

FEB 04 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	072
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #1 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	0600.015
TO CONTRACTOR: <i>(Name and address)</i>	EBERT, INC. D/B/A EBERT CONSTRUCTION 23350 COUNTY ROAD 10 CORCORAN, MINNESOTA 55357	INITIATION DATE:	01/15/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #0600</u> General Construction Shop Annex
		CONTRACT DATE:	5/28/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JAN 29 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	671,900.00
Net change by previously authorized Change Orders .....	\$	70,784.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	742,684.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	11,809.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	754,493.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
CONSTRUCTION MANAGER  
7500 Olson Memorial Hwy, Golden Valley, MN 55427  
ADDRESS  
BY *[Signature]* DATE 1/26/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
ARCHITECT  
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
ADDRESS  
BY *[Signature]* DATE 2/1/16

EBERT, INC. D/B/A EBERT CONSTRUCTION  
CONTRACTOR  
23350 County Road 10, Corcoran, MN 55357  
ADDRESS  
BY *[Signature]* DATE 1/21/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
OWNER  
100 River Ridge Court, Burnsville, MN 55337  
ADDRESS  
BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 1/15/2016

**Contractor:**

Ebert Inc.  
23350 County Road 10  
Corcoran, MN 55357

**Architect's Project No:**

**Contract Date:**

**Contract Number: 0600**

**Change Order Number: 015**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-034	001	New handrails with bottom crossbar to meet code per PR 034.	554
RCO-050	001	Additional bond beam masonry work per RFI 51.	8,702
RCO-070	001	Additional masonry courses due to the top of footing elevation being incorrect.	2,553

The original Contract (s) Value was.....	671,900
Sum of changes by prior Change Orders.....	70,784
The Contract Value prior to this Change Order was.....	742,684
The Contract Value will be changed by this Change Order in the amount of.....	11,809
The new Contract Value including this Change Order will be.....	754,493
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 26 2016  
FEB 04 2016

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PCO # 073

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 BURNSVILLE HIGH SCHOOL BP #4  
 (Name and address) 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2601.001

INITIATION DATE: 01/15/16

TO CONTRACTOR: PEOPLES ELECTRIC CO., INC.  
 (Name and address) 277 FILLMORE AVENUE  
 ST. PAUL, MINNESOTA 55107

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2601  
 Electrical/Communications  
 Security/Paging

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	3,558,650.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	3,558,650.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <u>unchanged</u> ) by this Change Order .....	\$	8,461.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	3,567,111.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS  
 BY *Todd Doern* DATE 1/26/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *W J Jupp* DATE 2/1/16

PEOPLES ELECTRIC CO., INC.  
 CONTRACTOR  
 277 East Fillmore Avenue, St. Paul, MN 55107  
 ADDRESS  
 BY *Paul Gier* DATE 1/21/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 1/15/2016**

**Contractor:**

Peoples Electric Company, Inc.  
277 East Fillmore Avenue  
St. Paul, MN 55107

**Architect's Project No:**

**Contract Date:**

**Contract Number: 2601**

**Change Order Number: 001**

**The Contract is hereby revised by the following items:**

PCO	Item #	Description	Amount
PR-050	001	Revise equipment feeder and connections per PR 050.	6,251
PR-051	001	Provide circuit and termination to trash compactor per PR 051	2,210

The original Contract (s) Value was.....	3,558,650
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	3,558,650
The Contract Value will be changed by this Change Order in the amount of.....	8,461
The new Contract Value including this Change Order will be.....	3,567,111
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

*Dr*

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JAN 27 2016

FEB 04 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	074
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2601.002

INITIATION DATE: 01/20/16

TO CONTRACTOR: PEOPLES ELECTRIC CO., INC.  
 (Name and address) 277 FILLMORE AVENUE  
 ST. PAUL, MINNESOTA 55107

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2601  
Electrical/Communications  
Security/Paging

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

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FEB 02 2016

ARMSTRONG, TORSETH, SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contracted Maximum Price</del> ) was .....	\$	3,558,650.00
Net change by previously authorized Change Orders .....	\$	8,461.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) prior to this Change Order was .....	\$	3,567,111.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) will be <del>increased</del> (decreased) ( <del>unchanged</del> ) by this Change Order .....	\$	(389.00)
The new (Contract Sum) ( <del>Contracted Maximum Price</del> ) including this Change Order will be ...	\$	3,566,722.00
The Contract Time will be ( <del>increased</del> ) (decreased) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 1/28/16

PEOPLES ELECTRIC CO., INC.  
 CONTRACTOR  
 277 East Fillmore Avenue, St. Paul, MN 55107  
 ADDRESS  
 BY *[Signature]* DATE 1/25/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 2/2/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**  
 Tel: 952-707-2000 Fax: 952-707-2102

**Date: 1/20/2016**  
**Contractor:**  
 Peoples Electric Company, Inc.  
 277 East Fillmore Avenue  
 St. Paul, MN 55107

**Architect's Project No:**  
**Contract Date:**  
**Contract Number: 2601**  
**Change Order Number: 002**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-041	003	Delete utility control cabinets per PR 041.	-389

The original Contract (s) Value was.....	3,558,650
Sum of changes by prior Change Orders.....	8,461
The Contract Value prior to this Change Order was.....	3,567,111
The Contract Value will be changed by this Change Order in the amount of.....	-389
The new Contract Value including this Change Order will be.....	3,566,722
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 27 2016  
FEB 04 2016

OWNER  PCO # 075  
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #1  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:  
 (Name and address) PEOPLES ELECTRIC CO., INC.  
 277 FILLMORE AVENUE  
 ST. PAUL, MINNESOTA 55107

CHANGE ORDER NO.: 2600.015  
 INITIATION DATE: 01/20/16  
 PROJECT NOS.: 301504.01  
 CONTRACT FOR: Contract #2600  
 Electrical  
 CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED  
 FEB 02 2016  
 ARMSTRONG, TORSETH  
 SKOLD & RYDEEN, INC.

ISD 191  
 FEB 8 - 2016  
 OPERATIONS

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contracted Maximum Price</del> ) was .....	\$	566,500.00
Net change by previously authorized Change Orders .....	\$	75,160.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) prior to this Change Order was .....	\$	641,660.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) (unchanged) by this Change Order .....	\$	5,844.00
The new (Contract Sum) ( <del>Contracted Maximum Price</del> ) including this Change Order will be .....	\$	647,504.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 1/28/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 2/2/16

PEOPLES ELECTRIC CO., INC.  
 CONTRACTOR  
 277 East Fillmore Avenue, St. Paul, MN 55107  
 ADDRESS  
 BY *[Signature]* DATE 1/25/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 1/20/2016

**Contractor:**

Peoples Electric Company, Inc.  
277 East Fillmore Avenue  
St. Paul, MN 55107

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 015

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-030	003	Relocate motors and provide interlock controls per PR 030.	5,639
PR-048	002	Provide electrical to tailpipe exhaust fan in Annex.	205

The original Contract (s) Value was.....	566,500
Sum of changes by prior Change Orders.....	75,160
The Contract Value prior to this Change Order was.....	641,660
The Contract Value will be changed by this Change Order in the amount of.....	5,844
The new Contract Value including this Change Order will be.....	647,504
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa FEB 03 2016

FEB 10 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO #	076
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2200.001  
 INITIATION DATE: 01/19/16  
 PROJECT NOS.: 301504.01  
 CONTRACT FOR: Contract #2200  
 Plumbing & Heating  
 CONTRACT DATE: 10/22/2015

TO CONTRACTOR: EL-JAY PLUMBING & HEATING, INC.  
 (Name and address) 520 APOLLO AVENUE NE  
 ST. CLOUD, MINNESOTA 56304

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

FEB 09 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contracted Maximum Price</del> ) was .....	\$	3,269,000.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) prior to this Change Order was .....	\$	3,269,000.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) will be ( <del>increased</del> ) (decreased) ( <del>unchanged</del> ) by this Change Order .....	\$	(26,799.00)
The new (Contract Sum) ( <del>Contracted Maximum Price</del> ) including this Change Order will be ...	\$	3,242,201.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER  
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]* 2/4/16  
BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS

ARCHITECT  
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]* 2/8/16  
BY DATE

EL-JAY PLUMBING & HEATING, INC.

CONTRACTOR  
520 Apollo Avenue NE, St. Cloud, MN 56304

ADDRESS *[Signature]* 1/28/16  
BY DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER  
100 River Ridge Court, Burnsville, MN 55337

ADDRESS  
BY DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 1/19/2016**

**Contractor:**

El-Jay Plumbing & Heating, Inc.  
520 Apollo Avenue  
St. Cloud, MN 56304

**Architect's Project No:**

**Contract Date:**

**Contract Number: 2200**

**Change Order Number: 001**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-041	001	Delete F-12 and F-12A fixtures and add solenoid valves per PR 41.	-26,799

The original Contract (s) Value was.....	3,269,000
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	3,269,000
The Contract Value will be changed by this Change Order in the amount of.....	-26,799
The new Contract Value including this Change Order will be.....	3,242,201
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	



**Agenda III.A.  
February 25, 2016**

**To:** Members, Board of Education  
Dr. Gothard, superintendent

**From:** Lisa K. Rider, Executive Director of Business Services and Ehlers and Associates

**Date:** February 18, 2016

**Re:** Adopt the Resolution Awarding the Sale of General Obligation Alternative Facilities Refunding Bonds, Series 2016A

**RECOMMENDATION:** That the Board of Education adopts the formal resolution awarding for the sale of General Obligation Alternative Facilities Refunding Bonds, Series 2016A.

The Board of Education on January 28, 2016 authorized the issuance and sale of general obligation alternative facilities refunding bonds in the amount of \$37,145,000 noted as Series 2016A. On February 25, 2016 sealed proposals for the purchase of these bonds will be accepted. Proposals will be publicly opened, read and tabulated by our financial advisors at Ehlers.

The bid tabulation for the proposals received will be available on the date of sale. Ehlers will be present during the board meeting to present the results of the bids. The board will be asked at that time to adopt the resolution to award the sale of bonds.

Attachment: Resolution Awarding the Sale of General Obligation Alternative Facilities Refunding Bonds, Series 2016A

**CROSSOVER REFUNDING ESCROW AGREEMENT**

**Relating to:**

**\$14,925,000**  
**Independent School District No. 191**  
**(Burnsville-Eagan-Savage)**  
**Dakota and Scott Counties, Minnesota**  
**General Obligation Alternative Facilities Bonds**  
**Series 2007A**

**\$30,580,000**  
**Independent School District No. 191**  
**(Burnsville-Eagan-Savage)**  
**Dakota and Scott Counties, Minnesota**  
**General Obligation Alternative Facilities Bonds**  
**Series 2008A**

THIS CROSSOVER REFUNDING ESCROW AGREEMENT, dated March 15, 2016 (the “Agreement”), is made pursuant to Minnesota Statutes, Section 475.67, subdivision 13 (the “Act”) and executed by and between Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the “District”), and U.S. Bank National Association, Saint Paul, Minnesota, a national banking association (the “Escrow Agent”):

WITNESSETH: That the parties hereto recite and, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. The District previously issued its (i) General Obligation Alternative Facilities Bonds, Series 2007A (the “Series 2007A Bonds”), dated as of February 1, 2007, in the original aggregate principal amount of \$14,925,000, currently outstanding in the principal amount of \$9,835,000, of which \$9,110,000 in principal amount is subject to redemption on or after February 1, 2017; and (ii) General Obligation Alternative Facilities Bonds, Series 2008A (the “Series 2008A Bonds”), dated April 1, 2008, in the original aggregate principal amount of \$30,580,000, currently outstanding in the full principal amount, of which \$29,330,000 in principal amount is subject to redemption on or after February 1, 2018. The Series 2007A Bonds and the Series 2008A Bonds are referred to collectively herein as the “Refunded Bonds.” Pursuant to a resolution adopted by the Board of Education of the District on February 25, 2016 (the “Resolution”), the District has provided for the issuance of its General Obligation Alternative Facilities Refunding Bonds, Series 2016A (the “Refunding Bonds”), in the original aggregate principal amount of \$\_\_\_\_\_. On the date hereof, a portion of the proceeds of the Refunding Bonds will be deposited with the Escrow Agent to be used to (i) pay the interest due on the portion of the Refunding Bonds allocated to refunding the Series 2007A Bonds (the “Series 2007A Refunding Bonds”) to and including February 1, 2017 (the “Series 2007A Bonds Redemption Date”); (ii) redeem and prepay the 2018 through 2027 maturities of the Series 2007A Bonds on the Series 2007A Bonds Redemption Date; (iii) pay the interest due on the portion of the Refunding Bonds allocated to refunding the Series 2008A Bonds (the “Series 2008A Refunding Bonds”) to and including February 1, 2018 (the “Series 2008A Bonds Redemption Date”); and (iv) redeem and prepay the 2019 through 2033 maturities of the Series 2008A Bonds on the Series 2008A Bonds Redemption Date.

2. The District, in accordance with the Resolution, issued and sold the Refunding Bonds in the original aggregate principal amount of \$\_\_\_\_\_ and has received proceeds of the Refunding Bonds in the amount of \$\_\_\_\_\_ (par amount of the Refunding Bonds of \$\_\_\_\_\_, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter’s discount of \$\_\_\_\_\_). The District has deposited proceeds of the Refunding Bonds in the amount of \$\_\_\_\_\_ to the Escrow Account (as defined herein), to be allocated as follows: (i) the amount of \$\_\_\_\_\_ shall be invested in securities which are general obligations of the United States, securities whose principal and interest payments are guaranteed by the United States (the “Federal Securities”), as described in the schedule which is attached hereto, marked EXHIBIT A and made a part hereof; (ii) the

amount of \$\_\_\_\_\_ shall be an initial cash deposit in the Escrow Account; (iii) the amount of \$\_\_\_\_\_ shall be applied by the Escrow Agent to payment of costs of issuance of the Refunding Bonds as specified in paragraph 3 hereof; [and (iv) \$\_\_\_\_\_ shall be disbursed to the District on the date hereof for deposit to the Debt Service Bond established for the Refunding Bonds]. The purchased securities and initial cash deposit will be irrevocably deposited with the Escrow Agent on the date of this Agreement. It is understood and agreed that the dates and amounts of payments of principal and interest due on the securities so deposited are as indicated in EXHIBIT B, and that the principal and interest payments due on such securities together with the initial cash deposit are such as to provide the funds required to pay the interest payable on the Refunding Bonds to the dates on which any of the Refunded Bonds have been directed to be prepaid, as stated in the Resolution, and to pay the outstanding principal amount of the Refunded Bonds on such dates.

3. The Escrow Agent acknowledges receipt of the securities described in paragraph 2 hereof and agrees that it will hold such securities in a special escrow account (the "Escrow Account") created by the Resolution in the name of the District, and will collect and receive on behalf of the District all payments of principal of and interest on such securities and will remit from the Escrow Account (i) to the paying agent for the Refunding Bonds, the funds required to pay the interest due on the Series 2007A Refunding Bonds to and including the Series 2007A Bonds Redemption Date; (ii) to the paying agent for the Series 2007A Bonds, the funds needed for the redemption and prepayment of the outstanding principal amount of the Series 2007A Bonds on the Series 2007A Bonds Redemption Date; (iii) to the paying agent for the Refunding Bonds, the funds required to pay the interest due on the Series 2008A Refunding Bonds to and including the Series 2008A Bonds Redemption Date; and (iv) to the paying agent for the Series 2008A Bonds, the funds needed for the redemption and prepayment of the outstanding principal amount of the Series 2008A Bonds on the Series 2008A Bonds Redemption Date. After provision for payment of the principal of all remaining Refunded Bonds, the Escrow Agent will remit any remaining funds in the Escrow Account to the District. Of the amounts deposited with the Escrow Agent, the sum of \$\_\_\_\_\_ shall be used by the Escrow Agent for payment and disbursement of the costs of issuance of the Refunding Bonds as set forth in EXHIBIT C attached hereto. [The Escrow Agent shall return the sum of \$\_\_\_\_\_ to the District in the form of a check for deposit to the Debt Service Fund established for the Refunding Bonds.]

4. In order to ensure continuing compliance with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (collectively, the "Code"), the Escrow Agent agrees that it will not reinvest any cash received in payment of the principal of and interest on the Federal Securities held in the Escrow Account. This prohibition on reinvestment shall continue unless and until an opinion is received by the Escrow Agent from nationally recognized bond counsel that reinvestments, as specified in said opinion, may be made in a manner consistent with the Code. Reinvestment, if any, of amounts in the Escrow Account made pursuant to this paragraph may be made only in direct obligations of the United States of America which mature prior to the next date on which either principal of or interest on the Refunded Bonds is payable.

5. The Escrow Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

6. If at any time it shall appear to the Escrow Agent that the money in the Escrow Account allocable for such use hereunder will not be sufficient to make any interest payment due to the holders of any of the Refunding Bonds, or principal payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall immediately notify the District. The District thereupon shall forthwith deposit in the Escrow Account from funds on hand and legally available to it such additional funds as may be required to meet fully the amount to become due and payable. The District acknowledges its obligation to levy ad valorem taxes on all taxable property in the District to the extent required to produce moneys necessary for this purpose. The District and Escrow Agent acknowledge receipt of a verification report from Barthe & Wahrman, Edina,

Minnesota, certified public accountants, of even date herewith, to the effect that such cash and securities are sufficient to comply with the requirements of the Act.

7. The District will not repeal or amend the Resolution which calls the Series 2007A Bonds for redemption on the Series 2007A Bonds Redemption Date and the Series 2008A Bonds for redemption on the Series 2008A Bonds Redemption Date. The Escrow Agent shall cause the Notices of Call for Redemption attached hereto as EXHIBITS D-1 and D-2 to be mailed not less than sixty (60) days prior to the respective Redemption Date of the Refunded Bonds to the paying agents for the Refunded Bonds for the purpose of giving notice not less than thirty (30) days prior to the respective Redemption Date to the registered owners of the Refunded Bonds to be redeemed, at their addresses appearing in the bond registers and also to the banks at which the principal of and interest on the Refunded Bonds are then payable.

8. The Escrow Agent shall cause the Notices of Defeasance attached hereto as EXHIBITS E-1 and E-2 to be filed with the Municipal Securities Rulemaking Board within ten (10) business days of the issuance of the Refunding Bonds.

9. Within thirty (30) days of December 31, 2016, and each December 31 thereafter until termination of the Escrow Account, the Escrow Agent shall submit to the District a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding twelve months. Such report shall also list all obligations held in the Escrow Account and the amount of money on hand in the Escrow Account on the last day of December of each year.

10. It is recognized that title to the Federal Securities and money held in the Escrow Account from time to time shall remain vested in the District but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Escrow Agent shall hold all such money and obligations in a separate special escrow account wholly segregated from all other funds and securities of the Escrow Agent, and shall never commingle such money or securities with other money or securities. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in said escrow account, the collection of and accounting for the principal and interest payable with respect thereto, the reinvestment of certain funds in United States Treasury Obligations, State and Local Government Series with zero interest which are not being held as uninvested cash and the remittance of the funds to the paying agent as provided in this Agreement.

11. This Agreement is made by the District for the benefit of the holders of the Refunded Bonds, and is not revocable by the District, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of the callable principal amount of the Series 2007A Bonds on the Series 2007A Bonds Redemption Date, the callable principal amount of the Series 2008A Bonds on the Series 2008A Bonds Redemption Date, the interest on the Series 2007A Refunding Bonds to and including the Series 2007A Bonds Redemption Date, and the interest on the Series 2008A Refunding Bonds to and including the Series 2008A Bonds Redemption Date in accordance with this Agreement.

12. This Agreement shall be binding upon and shall inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Bonds and said third-party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the

District approves, be the successor agent without the execution of any document or the performance of any further act.

13. The Escrow Agent hereby certifies that it is a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation and whose capital and surplus is not less than \$500,000.

14. The Escrow Agent may at any time resign and be discharged of its obligations hereunder by giving to the District Clerk written notice of such resignation not less than sixty (60) days before the date when the same is to take effect, provided that the Escrow Agent shall return to the District the pro rata portion of its fee which is allocable to the period of time commencing on the effective date of such resignation. Such resignation shall take effect upon the date specified in the notice, or upon the appointment and qualification of a successor prior to that date. In the event of such resignation, a successor shall promptly be appointed by the District, and the District Clerk shall immediately give written notice thereof to the predecessor escrow agent and publish the notice in the manner described in this paragraph 14. If, in a proper case, no appointment of a successor agent is made within forty-five (45) days after the receipt by the District of notice of such resignation, the Escrow Agent or the holder of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor escrow agent, which appointment may be made by the Court after such notice, if any, as the Court may prescribe. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor escrow agent and to the District a written acceptance of such appointment, and shall thereupon without any further act, deed or conveyance become fully vested with all moneys, properties, duties and obligations of its predecessor, but the predecessor shall nevertheless pay over, transfer, assign and deliver all moneys, securities or other property held by it to the successor escrow agent, shall execute, acknowledge and deliver such instruments of conveyance and do such other things as may reasonably be required to vest and confirm more fully and certainly in the successor escrow agent all right, title and interest in and to any property held by it hereunder. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the District approves, be the successor escrow agent without the execution of any document or the performance of any further act.

15. The Escrow Agent acknowledges receipt of the sum of \$\_\_\_\_\_ as its full compensation for its services to be performed under this Agreement.

16. The duties and obligations of the Escrow Agent shall be as prescribed by the provisions of this Agreement and the Escrow Agent shall not be liable hereunder except for failure to perform its duties and obligations as specifically set forth herein or to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by the Escrow Agent other than those specified herein.

17. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed:

If to the District: Independent School District No. 191  
(Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota  
100 River Ridge Court  
Burnsville, MN 55337  
Attention: Executive Director of Business Services

If to the Escrow Agent: U.S. Bank National Association  
60 Livingston Avenue  
EP-MN-WS3C  
St. Paul, MN 55107-2292  
Attention: Corporate Trust Services

18. The exhibits which are a part of this Agreement are as follows:

EXHIBIT A Federal Securities  
EXHIBIT B Principal and Interest Payments on Federal Securities  
EXHIBIT C Costs of Issuance  
EXHIBIT D-1 Notice of Call for Redemption for Series 2007A Bonds  
EXHIBIT D-2 Notice of Call for Redemption for Series 2008A Bonds  
EXHIBIT E-1 Notice of Defeasance for Series 2007A Bonds  
EXHIBIT E-2 Notice of Defeasance for Series 2008A Bonds

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF the parties hereto have caused this Crossover Refunding Escrow Agreement to be duly executed by their duly authorized officers, in counterparts, each of which is deemed to be an original agreement, as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE), DAKOTA AND  
SCOTT COUNTIES, MINNESOTA**

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its District Clerk

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District with period cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

(Signature page of the District to the Crossover Refunding Escrow Agreement  
related to the District's General Obligation Alternative Facilities Bonds, Series 2007A and  
General Obligation Alternative Facilities Bonds, Series 2008A)

Execution page of the Escrow Agent to the Crossover Refunding Escrow Agreement, dated as of the date and year first written above.

**U.S. BANK NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Its Vice President

(Signature page of the Escrow Agent to the Crossover Refunding Escrow Agreement related to the District's General Obligation Alternative Facilities Bonds, Series 2007A and General Obligation Alternative Facilities Bonds, Series 2008A)

**EXHIBIT A**  
**FEDERAL SECURITIES**

**EXHIBIT B**

**PRINCIPAL AND INTEREST PAYMENTS ON FEDERAL SECURITIES**

**EXHIBIT C**  
**COSTS OF ISSUANCE**

Municipal Advisor  
Rating Agency  
Bond Counsel  
Verification Agent  
Escrow Agent  
Paying Agent  
Dakota County  
Scott County

TOTAL

[In addition to paying the above-referenced costs of issuance, the Escrow Agent shall return the amount of \$\_\_\_\_\_ to the District for deposit to the Debt Service Fund established for the Refunding Bonds.]

**EXHIBIT D-1**

**NOTICE OF CALL FOR REDEMPTION  
FOR SERIES 2007A BONDS**

\$14,925,000  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE FACILITIES BONDS  
SERIES 2007A

NOTICE IS HEREBY GIVEN that, by order of the Board of Education of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "District"), there have been called for redemption and prepayment on

February 1, 2017

all outstanding bonds of the District designated as General Obligation Alternative Facilities Bonds, Series 2007A, dated as of February 1, 2007, having stated maturity dates of February 1 in the years 2018 through 2027, both inclusive, totaling \$9,110,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2018	\$ 755,000	122475 TL0
2019	785,000	122475 TM8
2020	815,000	122475 TN6
2021	850,000	122475 TP1
2022	885,000	122475 TQ9
2023	925,000	122475 TR7
2024	960,000	122475 TS5
2025	1,000,000	122475 TT3
2026	1,045,000	122475 TU0
2027	1,090,000	122475 TV8

The bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, on or before February 1, 2017.

Registered/Certified Mail:

**Wells Fargo Bank, N.A.**  
Corporate Trust Operations  
P.O. Box 1517  
Minneapolis, MN 55480-1517

Air Courier:

**Wells Fargo Bank, N.A.**  
Corporate Trust Operations  
N9303-121  
6<sup>th</sup> & Marquette Avenue  
Minneapolis, MN 55479

In Person:

**Wells Fargo Bank, N.A.**  
Northstar East Building  
608 2<sup>nd</sup> Ave. So., 12<sup>th</sup> Fl.  
Minneapolis, MN

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the Redemption Date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE BOARD OF  
EDUCATION OF INDEPENDENT SCHOOL  
DISTRICT NO. 191 (BURNSVILLE-EAGAN-  
SAVAGE), DAKOTA AND SCOTT  
COUNTIES, MINNESOTA

By /s/ Jim Schmid  
District Clerk  
Independent School District No. 191  
(Burnsville-Eagan-Savage), Dakota and Scott  
Counties, Minnesota

**EXHIBIT D-2**

**NOTICE OF CALL FOR REDEMPTION  
FOR SERIES 2008A BONDS**

\$30,580,000  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE FACILITIES BONDS  
SERIES 2008A

NOTICE IS HEREBY GIVEN that, by order of the Board of Education of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "District"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the District designated as General Obligation Alternative Facilities Bonds, Series 2008A, dated April 1, 2008, having stated maturity dates of February 1 in the years 2019 through 2033, both inclusive, totaling \$29,330,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2019	\$ 1,250,000	122475 UG9
2020	1,300,000	122475 UH7
2021	1,350,000	122475 UJ3
2022	1,430,000	122475 UK0
2023	1,500,000	122475 UL8
2024	1,600,000	122475 UM6
2025	1,650,000	122475 UN4
2026	1,700,000	122475 UP9
2029	6,700,000	122475 US3
2033	10,850,000	122475 UW4

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, Minnesota 55113, on or before February 1, 2018.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the Redemption Date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE BOARD OF  
EDUCATION OF INDEPENDENT SCHOOL  
DISTRICT NO. 191 (BURNSVILLE-EAGAN-  
SAVAGE), DAKOTA AND SCOTT  
COUNTIES, MINNESOTA

By /s/ Jim Schmid  
District Clerk  
Independent School District No. 191  
(Burnsville-Eagan-Savage), Dakota and Scott  
Counties, Minnesota

**EXHIBIT E-1**

**NOTICE OF DEFEASANCE  
FOR SERIES 2007A BONDS**

\$14,925,000  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE FACILITIES BONDS  
SERIES 2007A

NOTICE IS HEREBY GIVEN to the holders of the above-described bonds (the “Bonds”), dated as of February 1, 2007, and maturing on February 1 of the years and amounts shown below, that U.S. Government Securities have been deposited with U.S. Bank National Association, Saint Paul, Minnesota (the “Escrow Agent”), in an amount sufficient to defease the principal of the 2018 through 2027 maturities of such Bonds. Interest on the Bonds will continue to be paid by Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota, from cash on hand. The outstanding Bonds will be redeemed and prepaid in full on February 1, 2017, and are identified below by CUSIP number:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2018	\$ 755,000	122475 TL0
2019	785,000	122475 TM8
2020	815,000	122475 TN6
2021	850,000	122475 TP1
2022	885,000	122475 TQ9
2023	925,000	122475 TR7
2024	960,000	122475 TS5
2025	1,000,000	122475 TT3
2026	1,045,000	122475 TU0
2027	1,090,000	122475 TV8

Dated: \_\_\_\_\_, 2016

U.S. BANK NATIONAL ASSOCIATION, as  
Escrow Agent

**EXHIBIT E-2**

**NOTICE OF DEFEASANCE  
FOR SERIES 2008A BONDS**

\$30,580,000  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE FACILITIES BONDS  
SERIES 2008A

NOTICE IS HEREBY GIVEN to the holders of the above-described bonds (the “Bonds”), dated April 1, 2008, and maturing on February 1 of the years and amounts shown below, that U.S. Government Securities have been deposited with U.S. Bank National Association, Saint Paul, Minnesota (the “Escrow Agent”), in an amount sufficient to defease the principal of the 2019 through 2033 maturities of such Bonds. Interest on the Bonds will continue to be paid by Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota, from cash on hand. The outstanding Bonds will be redeemed and prepaid in full on February 1, 2018, and are identified below by CUSIP number:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2019	\$ 1,250,000	122475 UG9
2020	1,300,000	122475 UH7
2021	1,350,000	122475 UJ3
2022	1,430,000	122475 UK0
2023	1,500,000	122475 UL8
2024	1,600,000	122475 UM6
2025	1,650,000	122475 UN4
2026	1,700,000	122475 UP9
2029	6,700,000	122475 US3
2033	10,850,000	122475 UW4

Dated: \_\_\_\_\_, 2016

U.S. BANK NATIONAL ASSOCIATION, as  
Escrow Agent

Extract of Minutes of Meeting of  
Independent School District No. 191  
(Burnsville-Eagan-Savage)  
Dakota and Scott Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Education of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota, was duly held at the District on Thursday, February 25, 2016, commencing at 6:30 P.M.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Chair announced that the next order of business was consideration of the proposals which had been received for the purchase of the District's General Obligation Alternative Facilities Refunding Bonds, Series 2016A, to be issued in the original aggregate principal amount of \$\_\_\_\_\_.

The District Clerk presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bonds. The proposals were as set forth in EXHIBIT A attached hereto.

After due consideration of the proposals, Member \_\_\_\_\_ then introduced the following resolution and moved its adoption:

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2016A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; PROVIDING FOR THE ESCROWING AND INVESTMENT OF THE PROCEEDS THEREOF; AND PROVIDING FOR THE REFUNDING OF BONDS REFUNDED THEREBY**

BE IT RESOLVED By the Board of Education (the “Board”) of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the “District”), as follows:

Section 1. Sale of Bonds.

1.01. Background. It is hereby determined that:

(a) The District previously issued its General Obligation Alternative Facilities Bonds, Series 2007A (the “Series 2007A Bonds”), dated as of February 1, 2007, in the original aggregate principal amount of \$14,925,000, currently outstanding in the principal amount of \$9,835,000, of which \$9,110,000 in principal amount is subject to redemption on or after February 1, 2017, pursuant to Minnesota Statutes, Chapter 475, as amended, and Section 123B.59, as amended (collectively, the “Act”). Proceeds of the Series 2007A Bonds were used to finance the acquisition and betterment of projects included in the District’s ten-year plan approved by the Commissioner of the Department of Education of the State of Minnesota (the “Commissioner”).

(b) The District previously issued its General Obligation Alternative Facilities Bonds, Series 2008A (the “Series 2008A Bonds”), dated April 1, 2008, in the original aggregate principal amount of \$30,580,000, currently outstanding in the full principal amount, of which \$29,330,000 in principal amount is subject to redemption on or after February 1, 2018, pursuant to the Act. Proceeds of the Series 2008A Bonds were used to finance deferred maintenance projects at various District facilities included in the District’s ten-year plan approved by the Commissioner.

(c) The District is authorized by Section 475.67, subdivision 13 of the Act to issue and sell its general obligation bonds to refund outstanding bonds when determined by the Board to be necessary and desirable.

(d) It is necessary and desirable for the reduction of debt service costs to the District that the District issue its General Obligation Alternative Facilities Refunding Bonds, Series 2016A (the “Bonds”), in the original aggregate principal amount of \$\_\_\_\_\_, pursuant to the Act, specifically Section 475.67, subdivision 13, to redeem and prepay in advance of maturity and at their redemption dates the outstanding Series 2007A Bonds and Series 2008A Bonds (together, the “Refunded Bonds”).

(e) The District is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds because the District has retained an independent financial advisor

in connection with the sale of the Bonds. The actions of the District staff and its municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to Purchaser and Interest Rates. The proposal of \_\_\_\_\_ (the “Purchaser”) to purchase the Bonds is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$\_\_\_\_\_, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter’s discount of \$\_\_\_\_\_), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2018	%	2026	%
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025		2033	

True interest cost: \_\_\_\_\_%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Escrow Fund hereinafter created, as determined by the District Treasurer in consultation with the District’s municipal advisor. The District Treasurer is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Chair and District Clerk are directed to execute a contract with the Purchaser on behalf of the District.

1.04. Terms and Principal Amount of Bonds. The District will forthwith issue and sell the Bonds pursuant to the Act, specifically Section 475.67, subdivision 13, in the total principal amount of \$\_\_\_\_\_, originally dated March 15, 2016, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$	2026	\$
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025		2033	

(a) \$\_\_\_\_\_ of the Bonds (the “Series 2007A Refunding Bonds”), maturing on February 1 in the years and the amounts set forth below, will be used to refund in advance of maturity and at their redemption date the 2018 through 2027 maturities of the Series 2007A Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$	2023	\$
2019		2024	
2020		2025	
2021		2026	
2022		2027	

(b) The remainder of the Bonds in the principal amount of \$\_\_\_\_\_ (the “Series 2008A Refunding Bonds”), maturing on February 1 in the years and the amounts set forth below, will be used to refund in advance of maturity and at their redemption date the 2019 through 2033 maturities of the Series 2008A Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2027	\$
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026			

1.05. Optional Redemption. The District may elect on February 1, 2025, and on any day thereafter to prepay Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District will determine. If less than all Bonds of a maturity are called for redemption, the District will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

1.07. Covenant as to State Credit Enhancement. By resolution adopted by the Board on January 28, 2016, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or

made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2016, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The District will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of

and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Chair and the District Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this School Board, the District Treasurer must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the District Clerk and executed on behalf of the District by the signatures of the Chair and the District Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the District Clerk will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The District may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The District Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Bonds; Security; Pledges.

4.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Alternative Facilities Refunding Bonds, Series 2016A Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the District Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the District. The Debt Service Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon have been fully paid. To the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) any balance remitted to the District upon the termination of the Escrow Agreement (hereinafter defined) following the payment in full of the outstanding Series 2008A Bonds on February 1, 2018; (ii) ad valorem taxes hereinafter levied for payment of the Bonds; (iii) any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iv) all investment earnings on funds in the Debt Service Fund; and (v) any and all other moneys which are properly available and are appropriated by the Board to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

4.02. Escrow Fund. A portion of the proceeds of the Bonds in the amount of \$\_\_\_\_\_ will be deposited in a separate fund (the "Escrow Fund") maintained by U.S. Bank National Association, Saint Paul, Minnesota, acting as escrow agent (the "Escrow Agent"). Such funds will be received by the Escrow Agent and applied to fund the Escrow Fund or to pay costs of issuing the Bonds. Proceeds of the Bonds not used to pay costs of issuance on the Bonds are hereby irrevocably pledged and appropriated to the Escrow Fund, together with all investment earnings thereon. The monies in the Escrow Fund will be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as will be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Fund, to (i) pay when due the interest to accrue on the Series 2007A Refunding Bonds to and including February 1, 2017 (the "Series 2007A Bonds Redemption Date"); (ii) pay when due the interest to accrue on the Series 2008A Refunding Bonds to and including February 1, 2018 (the "Series 2008A Bonds Redemption Date"); (iii) pay on the Series 2007A Bonds Redemption Date the principal amount of the Series 2007A Bonds then outstanding; and (iv) pay on the Series 2008A Bonds Redemption Date the principal amount of the Series 2008A Bonds then outstanding. Other than the monies in the Escrow Fund to be used to pay costs of issuance of the Bonds, the monies in the Escrow Fund will be irrevocably appropriated to the payment of the interest on the Series 2007A Refunding Bonds to and including the Series 2007A Bonds Redemption Date, the payment of the interest on the Series 2008A Refunding Bonds to and including the Series 2008A Bonds Redemption Date, the payment of the principal of the Series 2007A Bonds until the proceeds of the Series 2007A Refunding Bonds therein are applied to prepayment of the Series 2007A Bonds, and the payment of the principal of the Series 2008A Bonds until the proceeds of the Series 2008A Refunding Bonds therein are applied to prepayment of the Series 2008A Bonds. The moneys in the Escrow Fund will be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Fund

may be remitted to the District, all in accordance with the Escrow Agreement. Any moneys remitted to the District upon termination of the Escrow Agreement will be deposited in the Debt Service Fund.

4.03. Prior Debt Service Accounts. The Debt Redemption Fund heretofore established for the Series 2007A Bonds pursuant to the resolution authorizing the issuance and sale of the Series 2007A Bonds (the “Series 2007A Bonds Resolution”) shall be closed following the redemption of the Series 2007A Bonds, and all monies therein shall be transferred to the Debt Service Fund herein created. The Debt Service Fund heretofore established for the Series 2008A Bonds pursuant to the resolution authorizing the issuance and sale of the Series 2008A Bonds (the “Series 2008A Bonds Resolution”) shall be closed following the redemption of the Series 2008A Bonds, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the District will be and are hereby irrevocably pledged. If the balance in the Escrow Fund or Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the District which are available for such purpose, and such general fund may be reimbursed with or without interest from the Escrow Fund or Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levies.

(a) To provide moneys for payment of a portion of the principal and interest on the Series 2007A Refunding Bonds maturing after the Series 2007A Bonds Redemption Date and the Series 2008A Refunding Bonds maturing after the Series 2008A Bonds Redemption Date, there is hereby levied a direct annual irrevocable ad valorem tax (the “Taxes”) upon all of the taxable property in the District which will be spread upon the tax rolls and collected with and as part of other general taxes of the District. Such Taxes will be credited to the Debt Service Fund above provided and will be in the years and in the amounts attached hereto as EXHIBIT C.

(b) The tax levies are such that if collected in full the Taxes, together with estimated collections of investment earnings (and until each Redemption Date, of all amounts in the Escrow Fund), and other revenues herein pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies will be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act.

4.06. Cancellation of Prior Levies after Redemption Dates. Following the payment in full of all outstanding principal and interest due on the Series 2007A Bonds on the Series 2007A Bonds Redemption Date, the District Treasurer is hereby directed to certify such fact to and request the Director of Property Taxation and Records of Dakota County, Minnesota and the County Auditor of Scott County, Minnesota (together, the “County Auditors”) to cancel any and all tax levies made by the Series 2007A Bonds Resolution. Following the payment in full of all outstanding principal and interest due on the Series 2008A Bonds on the Series 2008A Bonds Redemption Date, the District Treasurer is hereby directed to certify such fact to and request the County Auditors to cancel any and all tax levies made by the Series 2008A Bonds Resolution.

4.07. Prior Pledges. The pledges and covenants of the District made by the Series 2007A Bonds Resolution and the Series 2008A Bonds Resolution requiring the District to annually update its ten-year plan and biennially submit its facility maintenance plan to the Commissioner are restated and

confirmed in all respects. The provisions of the Series 2007A Bonds Resolution and the Series 2008A Bonds Resolution are hereby supplemented to the extent necessary to give full effect to the provisions hereof.

4.08. Filing. The District Clerk is authorized and directed to file a certified copy of this resolution with the County Auditors and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Refunded Bonds; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The 2018 through 2027 maturities of the Series 2007A Bonds will be called for redemption on the Series 2007A Bonds Redemption Date in the principal amount of \$9,110,000. The 2019 through 2033 maturities of the Series 2008A Bonds will be called for redemption on the Series 2008A Bonds Redemption Date in the principal amount of \$29,330,000. It is hereby found and determined that based upon information presently available from the District's municipal advisor, the issuance of the Bonds, a portion of which will be used to refund the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds.

5.02. Findings. It is hereby found and determined that based upon information presently available from the District's municipal advisor, the issuance of the Bonds will result in a reduction of debt service cost to the District on the Refunded Bonds, such that the present value of such debt service or interest cost savings (the "Reduction") is at least three percent (3%) of the debt service on the Refunded Bonds. The Reduction, after the inclusion of all authorized expenses of refunding in the computation of the effective interest rate on the Bonds, is adequate to authorize the issuance of the Bonds as provided by Section 475.67, subdivisions 12 and 13 of the Act.

5.03. Proceeds Pledged to the Escrow Fund. As of the date of delivery of and payment for the Bonds, proceeds of the Bonds in the amount of \$\_\_\_\_\_ are hereby pledged and appropriated and will be deposited in the Escrow Fund for the purposes of (i) redeeming the principal amount of the 2018 through 2027 maturities of the Series 2007A Bonds on the Series 2007A Bonds Redemption Date; (ii) redeeming the principal amount of the 2019 through 2033 maturities of the Series 2008A Bonds on the Redemption Date; (iii) paying interest on the Series 2007A Refunding Bonds to and including the Series 2007A Bonds Redemption Date; and (iv) paying interest on the Series 2008A Refunding Bonds to and including the Series 2008A Bonds Redemption Date. Proceeds of the Bonds in the amount of \$\_\_\_\_\_ will be deposited in the Escrow Fund to pay the costs of issuance of the Bonds.

5.04. Securities to Fund Escrow Fund. Securities purchased, if any, from the moneys in the Escrow Fund will be limited to securities specified in Section 475.67, subdivision 8 of the Act. Ehlers & Associates, Inc. and/or U.S. Bank National Association as agent for the District (the "Escrow Agent"), is hereby authorized and directed to purchase for and on behalf of the District and in its name, appropriate securities to fund the Escrow Fund. Upon the issuance and delivery of the Bonds, the securities so purchased will be deposited with the Escrow Agent and held pursuant to the terms of the Escrow Agreement and this resolution.

5.05. Notices of Call for Redemption. The Series 2007A Bonds maturing on February 1, 2018, and thereafter will be redeemed and prepaid on the Series 2007A Bonds Redemption Date. The Series 2007A Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT D-1, which terms and conditions are hereby approved and incorporated herein by reference. The Series 2008A Bonds maturing on February 1, 2019, and thereafter will be redeemed and prepaid on the Series 2008A Bonds Redemption Date. The Series 2008A Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of

Notice of Call for Redemption attached hereto as EXHIBIT D-2, which terms and conditions are hereby approved and incorporated herein by reference. The registrars for the Refunded Bonds are authorized and directed to send a copy of each Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty days prior to the respective Redemption Date.

5.06. Escrow Agreement. On or prior to the delivery of the Bonds, the Chair and the District Clerk are hereby authorized and directed to execute on behalf of the District an escrow agreement (the “Escrow Agreement”) with the Escrow Agent in substantially the form now on file with the District Clerk. All essential terms and conditions of the Escrow Agreement, including payment by the District of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this resolution, and the District covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

#### Section 6. Authentication of Transcript.

6.01. Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the District as to the facts stated therein.

6.02. Certification as to Official Statement. The Chair, District Clerk, and District Treasurer are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Chair, the District Clerk, and the District Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the District Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Payment of Costs of Issuance. Costs of issuance of the Bonds will be paid by the Escrow Agent pursuant to the Escrow Agreement.

#### Section 7. Tax Covenant.

7.01. Tax-Exempt Bonds. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The District will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Not Qualified Tax-Exempt Obligations. The District shall not designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The District will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 8. Book-Entry System: Limited Obligation of District.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each such Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the District, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the District Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the District Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds will agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interest, in the Bonds that they be able to obtain Bond certificates, the District will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the District will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Chair and District Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. Compliance with Provisions of Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A**

**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_ UNITED STATES OF AMERICA \$\_\_\_\_\_

STATE OF MINNESOTA  
COUNTIES OF DAKOTA AND SCOTT  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)

GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BOND  
SERIES 2016A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	March 15, 2016	

Registered Owner: Cede & Co.

Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota, a duly organized and existing school district in Dakota and Scott Counties, Minnesota (the "District"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2016, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2025, and on any day thereafter to prepay Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District will determine. If less than all Bonds of a maturity are called for redemption, the District will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_ all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Education of the District (the "Board") on February 25, 2016 (the "Resolution"), for the purpose of providing money to redeem in advance of maturity and at the Series 2007A Bonds Redemption Date and the Series 2008A Bonds Redemption Date (as defined in the Resolution) a portion of certain general obligation bonds of the District, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended,

specifically Section 475.67, subdivision 13, and Minnesota Statutes, Section 123B.59, as amended. The interest on a portion of this Bond is payable until the Series 2007A Bonds Redemption Date primarily out of an escrow fund held by an escrow agent, and the interest on a portion of this Bond is payable until the Series 2008A Bonds Redemption Date primarily out of said escrow fund. Thereafter, the principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency in taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has not designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota, by its Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Chair and District Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: March 15, 2016

**INDEPENDENT SCHOOL DISTRICT  
NO. 191 (BURNSVILLE-EAGAN-SAVAGE),  
DAKOTA AND SCOTT COUNTIES,  
MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Chair

\_\_\_\_\_  
(Facsimile)  
District Clerk

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_  
Its Authorized Officer

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice:           The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

**EXHIBIT C**  
**TAX LEVY SCHEDULES**

**Tax Levy Schedule for Series 2007A Refunding Bonds**

YEAR *	TAX LEVY
--------	----------

*\* Year tax levy collected.*

**Tax Levy Schedule for Series 2008A Refunding Bonds**

YEAR *	TAX LEVY
--------	----------

*\* Year tax levy collected.*

**EXHIBIT D-1**

**NOTICE OF CALL FOR REDEMPTION  
FOR SERIES 2007A BONDS**

\$14,925,000  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE FACILITIES BONDS  
SERIES 2007A

NOTICE IS HEREBY GIVEN that, by order of the Board of Education of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "District"), there have been called for redemption and prepayment on

February 1, 2017

all outstanding bonds of the District designated as General Obligation Alternative Facilities Bonds, Series 2007A, dated as of February 1, 2007, having stated maturity dates of February 1 in the years 2018 through 2027, both inclusive, totaling \$9,110,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2018	\$ 755,000	122475 TL0
2019	785,000	122475 TM8
2020	815,000	122475 TN6
2021	850,000	122475 TP1
2022	885,000	122475 TQ9
2023	925,000	122475 TR7
2024	960,000	122475 TS5
2025	1,000,000	122475 TT3
2026	1,045,000	122475 TU0
2027	1,090,000	122475 TV8

The bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, on or before February 1, 2017.

Registered/Certified Mail:

**Wells Fargo Bank, N.A.**  
Corporate Trust Operations  
P.O. Box 1517  
Minneapolis, MN 55480-1517

Air Courier:

**Wells Fargo Bank, N.A.**  
Corporate Trust Operations  
N9303-121  
6<sup>th</sup> & Marquette Avenue  
Minneapolis, MN 55479

In Person:

**Wells Fargo Bank, N.A.**  
Northstar East Building  
608 2<sup>nd</sup> Ave. So., 12<sup>th</sup> Fl.  
Minneapolis, MN

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the Redemption Date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE BOARD OF  
EDUCATION OF INDEPENDENT SCHOOL  
DISTRICT NO. 191 (BURNSVILLE-EAGAN-  
SAVAGE), DAKOTA AND SCOTT  
COUNTIES, MINNESOTA

By /s/ Jim Schmid  
District Clerk  
Independent School District No. 191  
(Burnsville-Eagan-Savage), Dakota and Scott  
Counties, Minnesota

**EXHIBIT D-2**

**NOTICE OF CALL FOR REDEMPTION  
FOR SERIES 2008A BONDS**

\$30,580,000  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE FACILITIES BONDS  
SERIES 2008A

NOTICE IS HEREBY GIVEN that, by order of the Board of Education of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "District"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the District designated as General Obligation Alternative Facilities Bonds, Series 2008A, dated April 1, 2008, having stated maturity dates of February 1 in the years 2019 through 2033, both inclusive, totaling \$29,330,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2019	\$ 1,250,000	122475 UG9
2020	1,300,000	122475 UH7
2021	1,350,000	122475 UJ3
2022	1,430,000	122475 UK0
2023	1,500,000	122475 UL8
2024	1,600,000	122475 UM6
2025	1,650,000	122475 UN4
2026	1,700,000	122475 UP9
2029	6,700,000	122475 US3
2033	10,850,000	122475 UW4

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, Minnesota 55113, on or before February 1, 2018.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the Redemption Date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE BOARD OF  
EDUCATION OF INDEPENDENT SCHOOL  
DISTRICT NO. 191 (BURNSVILLE-EAGAN-  
SAVAGE), DAKOTA AND SCOTT  
COUNTIES, MINNESOTA

By /s/ Jim Schmid  
District Clerk  
Independent School District No. 191  
(Burnsville-Eagan-Savage), Dakota and Scott  
Counties, Minnesota

STATE OF MINNESOTA        )  
                                           )  
 COUNTIES OF DAKOTA        ) SS.  
 AND SCOTT                    )  
                                           )  
 INDEPENDENT SCHOOL        )  
 DISTRICT NO. 191            )

I, the undersigned, being the duly qualified and acting District Clerk of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Education of the District held on February 25, 2016, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation Alternative Facilities Refunding Bonds, Series 2016A, in the original aggregate principal amount of \$\_\_\_\_\_.

WITNESS My hand officially as such District Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 District Clerk  
 Independent School District No. 191  
 (Burnsville-Eagan-Savage), Dakota and Scott  
 Counties, Minnesota



February 25, 2016

## Sale Day Report for

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

\$36,715,000 General Obligation Alternative  
Facilities Refunding Bonds, Series 2016A



Prepared by:

Jeff Seeley  
Senior Municipal Advisor

and

Joel Sutter  
Senior Municipal Advisor



# Sale Day Report – February 25, 2016

Independent School District No. 191  
 (Burnsville-Eagan-Savage), Minnesota  
 \$36,715,000 General Obligation Alternative Facilities Refunding Bonds,  
 Series 2016A

**Purpose:** To finance an advance crossover refunding of the 2018 through 2027 maturities of the \$14,925,000 General Obligation Alternative Facilities Bonds, Series 2007A and the 2019 through 2033 maturities of the \$30,580,000 General Obligation Alternative Facilities Bonds, Series 2008A.

**Rating:** Credit Enhanced Rating: Moody's Investor's Service "Aa2"  
 Underlying Rating: Moody's Investor's Service "Aa2"

**Number of Bids:** 7

**Low Bidder:** Baird, Milwaukee, Wisconsin

<b>Comparison from Lowest to Highest Bid: (TIC as bid)</b>	<b>Low Bid</b>	<b>High Bid</b>	<b>Interest Difference</b>
	2.4722%	2.6020%	\$905,736

Summary of Results:	Results of Sale
Principal Amount*:	\$36,715,000
Underwriter's Discount:	\$357,260
Reoffering Premium:	\$3,913,835
True Interest Cost*:	2.4656%
Costs of Issuance:	\$105,921
Yield:	0.640% - 3.000%
Future Value Savings:	\$6,148,744
Present Value Savings:	\$5,090,220
Savings Percentage:	11.544%
Total Net P&I	\$50,862,122

\* The winning bidder submitted a bid with a premium price (a price greater than the par amount of the bonds). The premium will be used to partially finance the prepayment of the 2007A and 2008A Bonds. The premium paid was more than that estimated prior to the sale, so the principal amount of the bonds was decreased from \$37,145,000 in the Pre-Sale Report and Official Statement, to \$36,715,000. This change in the principal amount also caused a slight change in the True Interest Cost.



**Notes:** Interest rates have decreased since Ehlers prepared the Pre-Sale Report. As a result the True Interest Cost of 2.47% is lower than the 2.74% Pre-Sale estimates, resulting in greater debt service savings. The refunding will reduce debt service payments in fiscal years 2018 through 2033 by a total of \$6,148,744 (approximately \$1.1 million more than projected), for an average annual savings of nearly \$385,000. This will cause a decrease in property tax levies payable in 2017 through 2032.

**Closing Date:** March 15, 2016

**School Board Action:** Resolution authorizing issuance, awarding the sale, prescribing the form and details and providing for the payment of \$36,715,000 General Obligation Alternative Facilities Refunding Bonds, Series 2016A.

**Attachments:**

- A. Bid Tabulation
- B. Sources and Uses of Funds
- C. Updated Debt Service Schedules
- D. Refunding Savings Analysis
- E. Rating Report
- F. Bond Resolution (Distributed in School Board Packets)





**BID TABULATION**

**\$37,145,000\* General Obligation Alternative Facilities Refunding Bonds, Series 2016A  
Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota**

**SALE:** February 25, 2016

**AWARD:** BAIRD

**MN Credit Enhancement Rating:** Moody's Investor's Service "Aa2"

**Underlying Rating:** Moody's Investor's Service "Aa2"

**BBI:** 3.27%  
Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
<b>BAIRD</b>				\$40,757,462.38	\$9,794,967.06	2.4722%
Milwaukee, Wisconsin	2018	2.000%	0.640%			
C.L. King & Associates WMBE	2019	2.000%	0.800%			
Cronin & Co., Inc.	2020	2.000%	0.900%			
Edward Jones	2021	5.000%	1.030%			
Fidelity Capital Markets	2022	5.000%	1.230%			
Ross, Sinclair & Associates, LLC	2023	5.000%	1.450%			
WNJ Capital	2024	3.000%	1.630%			
SAMCO Capital Markets	2025	4.000%	1.790%			
Coastal Securities, Inc.	2026	3.000%	1.940%			
Crews & Associates, Inc.	2027	4.000%	2.150%			
Davenport & Co. L.L.C.	2028	4.000%	2.250%			
Wedbush Securities Inc.	2029	4.000%	2.350%			
Loop Capital Markets	2030	4.000%	2.450%			
Northland Securities, Inc.	2031 <sup>1</sup>	3.000%	3.000%			
Dougherty & Company, LLC	2032 <sup>1</sup>	3.000%	3.000%			
Oppenheimer & Co.	2033 <sup>1</sup>	3.000%	3.000%			
R. Seelaus & Company., Inc.						
Duncan-Williams, Inc.						
Vining-SparksIBG, Limited Partnership						
IFS Securities						
Bernardi Securities, Inc.						
Country Club Bank						
Sierra Pacific Securities						
Alamo Capital						
BNYMellon Capital Markets						
Isaak Bond Investments, Inc						
Wayne Hummer & Co.						
SumRidge Partners						
W.H. Mell Associates						
First Empire Securities						
RBC Capital Markets						
Rafferty Capital Markets						
Midland Securities						

\* Subsequent to bid opening the issue size was decreased to \$36,715,000.

Adjusted Price - \$40,271,575.65

Adjusted Net Interest Cost - \$9,588,063.80

Adjusted TIC - 2.4656%

<sup>1</sup> \$7,615,000 Term Bond due 2033 with mandatory redemption in 2031-2032.



NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER JAFFRAY & CO. Minneapolis, Minnesota	2018	2.000%		\$40,752,094.19	\$9,875,714.00	2.4786%
	2019	2.000%				
	2020	2.000%				
	2021	2.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	5.000%				
	2026	5.000%				
	2027	4.000%				
	2028	4.000%				
	2029	4.000%				
	2030	4.000%				
	2031	3.000%				
	2032	3.250%				
2033	3.250%					
BANK OF AMERICA MERRILL LYNCH New York, New York	2018	3.000%		\$42,076,005.34	\$10,006,454.10	2.4917%
	2019	4.000%				
	2020	5.000%				
	2021	5.000%				
	2022	5.000%				
	2023	5.000%				
	2024	5.000%				
	2025	5.000%				
	2026	5.000%				
	2027	4.000%				
	2028	4.000%				
	2029	4.000%				
	2030	4.000%				
	2031	3.000%				
	2032	3.000%				
2033	3.000%					

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
WELLS FARGO BANK, NATIONAL ASSOCIATION				\$40,569,458.35	\$9,771,076.65	2.4945%
Charlotte, North Carolina	2018	5.000%				
	2019	5.000%				
	2020	5.000%				
	2021	5.000%				
	2022	5.000%				
	2023	5.000%				
	2024	5.000%				
	2025	5.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
CITIGROUP GLOBAL MARKETS INC.				\$42,558,963.16	\$10,117,812.26	2.5002%
Dallas, Texas	2018	5.000%				
	2019	5.000%				
	2020	5.000%				
	2021	5.000%				
	2022	5.000%				
	2023	5.000%				
	2024	5.000%				
	2025	5.000%				
	2026	5.000%				
	2027	5.000%				
	2028	4.000%				
	2029	4.000%				
	2030	4.000%				
	2031	3.000%				
	2032	3.250%				
	2033	3.250%				



NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BARCLAYS CAPITAL New York , New York	2018	5.000%		\$40,256,484.95	\$9,964,774.91	2.5485%
	2019	5.000%				
	2020	5.000%				
	2021	5.000%				
	2022	5.000%				
	2023	4.000%				
	2024	4.000%				
	2025	4.000%				
	2026	4.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.250%				
	2033	3.250%				
HUTCHINSON, SHOCKEY, ERLEY & CO. Chicago, Illinois	2018	5.000%		\$43,280,533.46	\$10,700,702.65	2.6020%
	2019	5.000%				
	2020	5.000%				
	2021	5.000%				
	2022	5.000%				
	2023	5.000%				
	2024	5.000%				
	2025	5.000%				
	2026	5.000%				
	2027	5.000%				
	2028	5.000%				
	2029	4.000%				
	2030	4.000%				
	2031	4.000%				
	2032	4.000%				
	2033	4.000%				

# COMBINED SOURCES & USES SCHEDULE FOR NEW BONDS

## I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$36,715,000 G.O. Refunding Bonds, Series 2016

Issue Summary Crossover Refunding of Series 2007A & 2008A

Dated March 15, 2016

### Total Issue Sources And Uses

Dated 03/15/2016 | Delivered 03/15/2016

	AR 2007A	AR 2008A	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$8,335,000.00	\$28,380,000.00	\$36,715,000.00
Reoffering Premium	1,100,440.10	2,813,395.15	3,913,835.25
<b>Total Sources</b>	<b>\$9,435,440.10</b>	<b>\$31,193,395.15</b>	<b>\$40,628,835.25</b>
<b>Uses Of Funds</b>			
Total Underwriter's Discount (0.973%)	81,104.69	276,154.91	357,259.60
Costs of Issuance	24,046.08	81,874.92	105,921.00
Deposit to Crossover Escrow Fund	9,325,351.39	30,836,067.62	40,161,419.01
Rounding Amount	4,937.94	(702.30)	4,235.64
<b>Total Uses</b>	<b>\$9,435,440.10</b>	<b>\$31,193,395.15</b>	<b>\$40,628,835.25</b>

# DEBT PAYMENT SCHEDULE FOR NEW BONDS

## I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$36,715,000 G.O. Refunding Bonds, Series 2016

Issue Summary Crossover Refunding of Series 2007A & 2008A

Dated March 15, 2016

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/15/2016	-	-	-	-	-
08/01/2016	-	-	497,514.45	497,514.45	-
02/01/2017	-	-	658,475.00	658,475.00	1,155,989.45
08/01/2017	-	-	658,475.00	658,475.00	-
02/01/2018	420,000.00	2.000%	658,475.00	1,078,475.00	1,736,950.00
08/01/2018	-	-	654,275.00	654,275.00	-
02/01/2019	2,060,000.00	2.000%	654,275.00	2,714,275.00	3,368,550.00
08/01/2019	-	-	633,675.00	633,675.00	-
02/01/2020	2,095,000.00	2.000%	633,675.00	2,728,675.00	3,362,350.00
08/01/2020	-	-	612,725.00	612,725.00	-
02/01/2021	2,135,000.00	5.000%	612,725.00	2,747,725.00	3,360,450.00
08/01/2021	-	-	559,350.00	559,350.00	-
02/01/2022	2,265,000.00	5.000%	559,350.00	2,824,350.00	3,383,700.00
08/01/2022	-	-	502,725.00	502,725.00	-
02/01/2023	2,390,000.00	5.000%	502,725.00	2,892,725.00	3,395,450.00
08/01/2023	-	-	442,975.00	442,975.00	-
02/01/2024	2,535,000.00	3.000%	442,975.00	2,977,975.00	3,420,950.00
08/01/2024	-	-	404,950.00	404,950.00	-
02/01/2025	2,580,000.00	4.000%	404,950.00	2,984,950.00	3,389,900.00
08/01/2025	-	-	353,350.00	353,350.00	-
02/01/2026	2,655,000.00	3.000%	353,350.00	3,008,350.00	3,361,700.00
08/01/2026	-	-	313,525.00	313,525.00	-
02/01/2027	2,760,000.00	4.000%	313,525.00	3,073,525.00	3,387,050.00
08/01/2027	-	-	258,325.00	258,325.00	-
02/01/2028	2,325,000.00	4.000%	258,325.00	2,583,325.00	2,841,650.00
08/01/2028	-	-	211,825.00	211,825.00	-
02/01/2029	2,400,000.00	4.000%	211,825.00	2,611,825.00	2,823,650.00
08/01/2029	-	-	163,825.00	163,825.00	-
02/01/2030	2,480,000.00	4.000%	163,825.00	2,643,825.00	2,807,650.00
08/01/2030	-	-	114,225.00	114,225.00	-
02/01/2031	2,600,000.00	3.000%	114,225.00	2,714,225.00	2,828,450.00
08/01/2031	-	-	75,225.00	75,225.00	-
02/01/2032	2,690,000.00	3.000%	75,225.00	2,765,225.00	2,840,450.00
08/01/2032	-	-	34,875.00	34,875.00	-
02/01/2033	2,325,000.00	3.000%	34,875.00	2,359,875.00	2,394,750.00
<b>Total</b>	<b>\$36,715,000.00</b>	<b>-</b>	<b>\$13,144,639.45</b>	<b>\$49,859,639.45</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$367,702.61
Average Life	10.015 Years
Average Coupon	3.5748018%
Net Interest Cost (NIC)	2.6075593%
True Interest Cost (TIC)	2.4656495%
Bond Yield for Arbitrage Purposes	2.2146073%
All Inclusive Cost (AIC)	2.4971689%

### IRS Form 8038

Net Interest Cost	2.2967356%
Weighted Average Maturity	9.892 Years

## COMBINED SAVINGS

### I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$36,715,000 G.O. Refunding Bonds, Series 2016

Issue Summary Crossover Refunding of Series 2007A & 2008A

Dated March 15, 2016

#### Debt Service Comparison

Date	Total P+I	Const Loan Pmt	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2017	1,155,989.45	(10,265,989.45)	10,888,145.00	1,773,909.36	1,778,145.00	4,235.64
02/01/2018	1,736,950.00	(30,346,600.00)	30,731,162.50	2,121,512.50	2,533,145.00	411,632.50
02/01/2019	3,368,550.00	-	-	3,368,550.00	3,782,945.00	414,395.00
02/01/2020	3,362,350.00	-	-	3,362,350.00	3,778,420.00	416,070.00
02/01/2021	3,360,450.00	-	-	3,360,450.00	3,775,570.00	415,120.00
02/01/2022	3,383,700.00	-	-	3,383,700.00	3,796,445.00	412,745.00
02/01/2023	3,395,450.00	-	-	3,395,450.00	3,805,588.76	410,138.76
02/01/2024	3,420,950.00	-	-	3,420,950.00	3,833,057.50	412,107.50
02/01/2025	3,389,900.00	-	-	3,389,900.00	3,806,737.50	416,837.50
02/01/2026	3,361,700.00	-	-	3,361,700.00	3,777,237.50	415,537.50
02/01/2027	3,387,050.00	-	-	3,387,050.00	3,797,075.00	410,025.00
02/01/2028	2,841,650.00	-	-	2,841,650.00	3,175,250.00	333,600.00
02/01/2029	2,823,650.00	-	-	2,823,650.00	3,161,250.00	337,600.00
02/01/2030	2,807,650.00	-	-	2,807,650.00	3,142,500.00	334,850.00
02/01/2031	2,828,450.00	-	-	2,828,450.00	3,162,500.00	334,050.00
02/01/2032	2,840,450.00	-	-	2,840,450.00	3,175,000.00	334,550.00
02/01/2033	2,394,750.00	-	-	2,394,750.00	2,730,000.00	335,250.00
<b>Total</b>	<b>\$49,859,639.45</b>	<b>(40,612,589.45)</b>	<b>\$41,619,307.50</b>	<b>\$50,862,121.86</b>	<b>\$57,010,866.26</b>	<b>\$6,148,744.40</b>

#### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	5,085,984.84
Net PV Cashflow Savings @ 2.215%(Bond Yield)....	5,085,984.84
Contingency or Rounding Amount.....	4,235.64
Net Present Value Benefit	\$5,090,220.48
Net PV Benefit / \$44,094,670.96 PV Refunded Debt Service	11.544%
Net PV Benefit / \$38,440,000 Refunded Principal...	13.242%
Net PV Benefit / \$36,715,000 Refunding Principal..	13.864%

#### Refunding Bond Information

Refunding Dated Date	3/15/2016
Refunding Delivery Date	3/15/2016

## 2007A BONDS BEING REFUNDED

### I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$14,925,000 G.O. Alternate Facilities Bonds, Series 2007A

#### Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2017	9,110,000.00	376,982.50	9,486,982.50	-	-	376,982.50	376,982.50
02/01/2018	-	-	-	755,000.00	4.000%	376,982.50	1,131,982.50
02/01/2019	-	-	-	785,000.00	4.000%	346,782.50	1,131,782.50
02/01/2020	-	-	-	815,000.00	4.000%	315,382.50	1,130,382.50
02/01/2021	-	-	-	850,000.00	4.125%	282,782.50	1,132,782.50
02/01/2022	-	-	-	885,000.00	4.125%	247,720.00	1,132,720.00
02/01/2023	-	-	-	925,000.00	4.125%	211,213.76	1,136,213.76
02/01/2024	-	-	-	960,000.00	4.200%	173,057.50	1,133,057.50
02/01/2025	-	-	-	1,000,000.00	4.200%	132,737.50	1,132,737.50
02/01/2026	-	-	-	1,045,000.00	4.250%	90,737.50	1,135,737.50
02/01/2027	-	-	-	1,090,000.00	4.250%	46,325.00	1,136,325.00
<b>Total</b>	<b>\$9,110,000.00</b>	<b>\$376,982.50</b>	<b>\$9,486,982.50</b>	<b>\$9,110,000.00</b>	<b>-</b>	<b>\$2,600,703.76</b>	<b>\$11,710,703.76</b>

#### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	3/15/2016
Average Life	6.714 Years
Average Coupon	4.1765113%
Weighted Average Maturity (Par Basis)	6.714 Years
Weighted Average Maturity (Original Price Basis)	6.714 Years

#### Refunding Bond Information

Refunding Dated Date	3/15/2016
Refunding Delivery Date	3/15/2016

## SAVINGS ON REFUNDING THE 2007A BONDS

### I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$8,335,000 G.O. Refunding Bonds, Series 2016

AR 2007A

Purpose 1 of 2

#### Debt Service Comparison

Date	Total P+I	Const Loan Pmt	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2017	263,640.56	(9,373,640.56)	9,486,982.50	372,044.56	376,982.50	4,937.94
02/01/2018	720,350.00	-	-	720,350.00	1,131,982.50	411,632.50
02/01/2019	1,051,950.00	-	-	1,051,950.00	1,131,782.50	79,832.50
02/01/2020	1,051,750.00	-	-	1,051,750.00	1,130,382.50	78,632.50
02/01/2021	1,056,250.00	-	-	1,056,250.00	1,132,782.50	76,532.50
02/01/2022	1,056,500.00	-	-	1,056,500.00	1,132,720.00	76,220.00
02/01/2023	1,059,750.00	-	-	1,059,750.00	1,136,213.76	76,463.76
02/01/2024	1,055,750.00	-	-	1,055,750.00	1,133,057.50	77,307.50
02/01/2025	1,053,150.00	-	-	1,053,150.00	1,132,737.50	79,587.50
02/01/2026	1,055,350.00	-	-	1,055,350.00	1,135,737.50	80,387.50
02/01/2027	1,060,800.00	-	-	1,060,800.00	1,136,325.00	75,525.00
<b>Total</b>	<b>\$10,485,240.56</b>	<b>(9,373,640.56)</b>	<b>\$9,486,982.50</b>	<b>\$10,593,644.56</b>	<b>\$11,710,703.76</b>	<b>\$1,117,059.20</b>

#### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	999,724.19
Net PV Cashflow Savings @ 2.215%(Bond Yield).....	999,724.19
Contingency or Rounding Amount.....	4,937.94
Net Present Value Benefit	\$1,004,662.13
Net PV Benefit / \$9,878,436.25 PV Refunded Debt Service	10.170%
Net PV Benefit / \$9,110,000 Refunded Principal...	11.028%
Net PV Benefit / \$8,335,000 Refunding Principal..	12.054%

#### Refunding Bond Information

Refunding Dated Date	3/15/2016
Refunding Delivery Date	3/15/2016

## 2008A BONDS BEING REFUNDED

### I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$30,580,000 G.O. Alternative Facilities Bonds, Series 2008A

#### Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2017	-	1,401,162.50	1,401,162.50	-	-	1,401,162.50	1,401,162.50
02/01/2018	29,330,000.00	1,401,162.50	30,731,162.50	-	-	1,401,162.50	1,401,162.50
02/01/2019	-	-	-	1,250,000.00	4.250%	1,401,162.50	2,651,162.50
02/01/2020	-	-	-	1,300,000.00	4.250%	1,348,037.50	2,648,037.50
02/01/2021	-	-	-	1,350,000.00	4.375%	1,292,787.50	2,642,787.50
02/01/2022	-	-	-	1,430,000.00	4.500%	1,233,725.00	2,663,725.00
02/01/2023	-	-	-	1,500,000.00	4.625%	1,169,375.00	2,669,375.00
02/01/2024	-	-	-	1,600,000.00	4.750%	1,100,000.00	2,700,000.00
02/01/2025	-	-	-	1,650,000.00	5.000%	1,024,000.00	2,674,000.00
02/01/2026	-	-	-	1,700,000.00	4.750%	941,500.00	2,641,500.00
02/01/2027	-	-	-	1,800,000.00	4.750%	860,750.00	2,660,750.00
02/01/2028	-	-	-	2,400,000.00	4.750%	775,250.00	3,175,250.00
02/01/2029	-	-	-	2,500,000.00	4.750%	661,250.00	3,161,250.00
02/01/2030	-	-	-	2,600,000.00	5.000%	542,500.00	3,142,500.00
02/01/2031	-	-	-	2,750,000.00	5.000%	412,500.00	3,162,500.00
02/01/2032	-	-	-	2,900,000.00	5.000%	275,000.00	3,175,000.00
02/01/2033	-	-	-	2,600,000.00	5.000%	130,000.00	2,730,000.00
<b>Total</b>	<b>\$29,330,000.00</b>	<b>\$2,802,325.00</b>	<b>\$32,132,325.00</b>	<b>\$29,330,000.00</b>	<b>-</b>	<b>\$15,970,162.50</b>	<b>\$45,300,162.50</b>

#### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	3/15/2016
Average Life	11.087 Years
Average Coupon	4.8582846%
Weighted Average Maturity (Par Basis)	11.087 Years
Weighted Average Maturity (Original Price Basis)	11.087 Years

#### Refunding Bond Information

Refunding Dated Date	3/15/2016
Refunding Delivery Date	3/15/2016

# SAVINGS ON REFUNDING THE 2008A BONDS

## I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$28,380,000 G.O. Refunding Bonds, Series 2016

AR 2008A

Purpose 2 of 2

### Debt Service Comparison

Date	Total P+I	Const Loan Pmt	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2017	892,348.89	(892,348.89)	1,401,162.50	1,401,864.80	1,401,162.50	(702.30)
02/01/2018	1,016,600.00	(30,346,600.00)	30,731,162.50	1,401,162.50	1,401,162.50	-
02/01/2019	2,316,600.00	-	-	2,316,600.00	2,651,162.50	334,562.50
02/01/2020	2,310,600.00	-	-	2,310,600.00	2,648,037.50	337,437.50
02/01/2021	2,304,200.00	-	-	2,304,200.00	2,642,787.50	338,587.50
02/01/2022	2,327,200.00	-	-	2,327,200.00	2,663,725.00	336,525.00
02/01/2023	2,335,700.00	-	-	2,335,700.00	2,669,375.00	333,675.00
02/01/2024	2,365,200.00	-	-	2,365,200.00	2,700,000.00	334,800.00
02/01/2025	2,336,750.00	-	-	2,336,750.00	2,674,000.00	337,250.00
02/01/2026	2,306,350.00	-	-	2,306,350.00	2,641,500.00	335,150.00
02/01/2027	2,326,250.00	-	-	2,326,250.00	2,660,750.00	334,500.00
02/01/2028	2,841,650.00	-	-	2,841,650.00	3,175,250.00	333,600.00
02/01/2029	2,823,650.00	-	-	2,823,650.00	3,161,250.00	337,600.00
02/01/2030	2,807,650.00	-	-	2,807,650.00	3,142,500.00	334,850.00
02/01/2031	2,828,450.00	-	-	2,828,450.00	3,162,500.00	334,050.00
02/01/2032	2,840,450.00	-	-	2,840,450.00	3,175,000.00	334,550.00
02/01/2033	2,394,750.00	-	-	2,394,750.00	2,730,000.00	335,250.00
<b>Total</b>	<b>\$39,374,398.89</b>	<b>(31,238,948.89)</b>	<b>\$32,132,325.00</b>	<b>\$40,268,477.30</b>	<b>\$45,300,162.50</b>	<b>\$5,031,685.20</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	4,086,260.65
Net PV Cashflow Savings @ 2.215%(Bond Yield)....	4,086,260.65
Contingency or Rounding Amount.....	(702.30)
Net Present Value Benefit	\$4,085,558.35
Net PV Benefit / \$34,216,234.71 PV Refunded Debt Service	11.940%
Net PV Benefit / \$29,330,000 Refunded Principal...	13.930%
Net PV Benefit / \$28,380,000 Refunding Principal..	14.396%

### Refunding Bond Information

Refunding Dated Date	3/15/2016
Refunding Delivery Date	3/15/2016

**CREDIT OPINION**

23 February 2016

New Issue

Rate this Research &gt;&gt;

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## Burnsville Independent School District 191, MN

New Issue - Moody's assigns UND Aa2 & ENH Aa2 to Burnsville ISD 191, MN's \$37.1M GO Bonds, Ser. 2016A; outlook negative

### Summary Rating Rationale

Moody's Investors Service assigns an underlying Aa2 and enhanced Aa2 rating to Burnsville Independent School District 191, MN's \$37.1 million General Obligation Alternative Facilities Refunding Bonds, Series 2016A. Concurrently, Moody's has affirmed the Aa2 underlying rating on the district's outstanding GO debt. Post-sale, the district will have \$155.6 million of GO debt outstanding. The outlook is negative.

The underlying Aa2 rating reflects the district's sizeable tax base with a strong demographic profile, satisfactory financial profile with a declining enrollment trend, above average debt burden, and exposure to an underfunded cost-sharing pension plan.

The Aa2 enhanced rating reflects the additional security provided by the State of Minnesota's School District Enhancement Program (MSDE), which is based on the state's appropriation pledge. The programmatic rating is notched once from the State of Minnesota's Aa1 GO rating.

### Credit Strengths

- » Presence of excess operating and capital levies
- » Strong demographic profile
- » Strengths reflected in the state's general obligation rating (see the most recent rating report on the State of Minnesota dated July 31, 2015) (enhanced)

### Credit Challenges

- » Trend of declining enrollment which negatively impacts operating revenues
- » Narrowing reserves
- » Slow principal amortization
- » Challenges reflected in the state's general obligation rating (enhanced)

## Rating Outlook

The assignment of the negative outlook to the district's underlying rating reflects our expectation that the district's available reserve position will continue to decline. The negative outlook also captures the district's trend of declining enrollment that negatively impacts operating revenues.

## Factors that Could Lead to an Upgrade

- » Strengthened reserve position
- » Moderation of debt burden
- » Positive enrollment growth trend
- » Upward movement in the state of Minnesota's general obligation rating (enhanced)

## Factors that Could Lead to a Downgrade

- » Material declines in liquidity and/or fund balance
- » Significant erosion of the district's tax base
- » Downward movement in the state of Minnesota's general obligation rating (enhanced)
- » Weakening of MSDE program mechanics (enhanced)

## Key Indicators

Exhibit 1

<b>Burnsville I.S.D. 191, MN</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>Economy/Tax Base</b>					
Total Full Value (\$000)	\$ 6,000,548	\$ 5,510,800	\$ 5,198,212	\$ 5,331,901	\$ 5,817,367
Full Value Per Capita	\$ 88,435	\$ 82,534	\$ 78,267	\$ 80,280	\$ 87,590
Median Family Income (% of US Median)	N/A	122.5%	122.5%	122.5%	122.5%
<b>Finances</b>					
Operating Revenue (\$000)	\$ 121,583	\$ 119,057	\$ 121,272	\$ 123,948	\$ 128,993
Fund Balance as a % of Revenues	13.0%	16.2%	17.1%	15.8%	15.0%
Cash Balance as a % of Revenues	5.1%	6.6%	21.6%	28.9%	28.1%
<b>Debt/Pensions</b>					
Net Direct Debt (\$000)	\$ 105,785	\$ 100,645	\$ 112,208	\$ 106,280	\$ 165,181
Net Direct Debt / Operating Revenues (x)	0.9x	0.8x	0.9x	0.9x	1.3x
Net Direct Debt / Full Value (%)	1.8%	1.8%	2.2%	2.0%	2.8%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	1.9x	2.0x	2.1x	2.1x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	4.1%	4.7%	5.0%	4.7%

The above table shows indicators through the close of fiscal 2015. Post-sale, the district's net direct debt decreases to \$157.8 million, net direct debt / operating revenues is 1.2 and net direct debt / full value is 2.7.

Source: Audited financial statements, Moody's Investors Service, US Census Bureau.

## Recent Developments

Since our last report on April 6, 2015, the district has released its fiscal 2015 audit that indicated a smaller than budgeted draw on reserves.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody.com](http://www.moody.com) for the most updated credit rating action information and rating history.

## Detailed Rating Considerations

### Enhanced program mechanics: Enhanced rating based on state credit quality and strong program mechanics

The enhanced Aa2 rating is due to the additional security provided by the State of Minnesota's School District Enhancement Program (MSDE). Under the MSDE loan program, established and designed by the State of Minnesota, the bonds are secured by the state's pledge of an unlimited appropriation from its General Fund should the district be unable to meet debt service requirements. The appropriation mechanism allows for continuing unlimited advances from the state's General Fund to avert default for qualified school districts. District repayment is either from state aid withholding or a required special school district levy outside normal levy limits. Key program components also include third-party notification of pending deficiency.

Under Minnesota statutes, if the district believes it is unable to make a timely debt service payment, it must notify the Department of Education at least 15 working days prior to the due date. The Commissioner, after consultation with the district and the paying agent, and the verification of information, will notify the Commissioner of Finance who issues a warrant and authorization for direct payment to the paying agent. Should a district fail to notify the state of an impending non-payment of debt covered by the program, the paying agent will undertake notification. The agent is to notify the State directly, three days prior to the payment date of the needed amounts.

State funds equal to the request are then transferred directly to the paying agent. If the state makes a payment on behalf of a district, the district must submit a plan to the Commissioner of Education specifying the steps the district intends to take to resolve current and future funding problems. Moody's has received a copy of the final program application submitted to the State and the district has received final approval from the Minnesota Department of Education. The MSDE program is rated Aa2 and carries the state's stable outlook.

### Economy and Tax Base: Sizeable Twin Cities Suburban Tax Base with Recent Increases to Full Valuation

We expect the district's tax base to maintain long-term stability due to its favorable location that provides residents access to employment opportunities in the Twin Cities metropolitan area and ongoing development and redevelopment within the district boundaries. Located approximately 15 miles from both Minneapolis (Aa1 stable) and St. Paul (Aa1 stable), the district serves an area of 37 square miles in Dakota County (Aaa stable) and Scott County (Aa1), with the majority of students located in the City of Burnsville (Aaa). After four consecutive valuation declines, the district's full valuation increased in both 2014 and 2015, by 2.6% and 9.1%, respectively. A high-end outlet mall, the Twin Cities Premium, opened in Eagan in 2015 and includes more than 100 stores. Additional growth of 4.5% is expected in 2016 primarily as a result of housing appreciation and economic recovery.

The district's largest taxpayer is Xcel Energy Inc. (A3 stable), which comprised 4.2% of 2015 assessed valuation. The company recently invested in converting the facility from coal generation to natural gas. The largest employer in the district is the school district with 1,325 employees. The second largest employer is UTC Aerospace Systems (formerly Goodrich Corporation) with 1,200 employees. At 2.6% in November 2015, the district's unemployment rate was slightly below the state average of 3.0% and well below the national average of 4.8%. Resident income levels are above average with median family income reaching 107% and 122.5% of state and US medians, respectively, from 2008 to 2012, as estimated in the American Community Survey.

### Financial Operations and Reserves: Trend of Declining Enrollment with Planned Draws on Reserves

While we expect the district's financial performance to remain satisfactory, recent and planned draws on reserves will weaken its profile. In fiscal 2014, management budgeted to use \$2.9 million of General Fund reserves through a targeted effort to increase staffing to reduce class sizes. Due to conservatively projecting enrollment and strong budget management, actual results showed a smaller \$1.8 million draw. In fiscal 2015, officials originally budgeted for a draw of \$4.4 million but closed the year with a smaller \$1.3 million draw. At the end of fiscal 2015, available operating reserves (including the General Fund and Debt Service Fund) totaled \$19.4 million, or a satisfactory 15% of revenues. Management recently amended the district's fiscal 2016 budget to increase the draw on reserves from \$2.8 million to \$3.2 million. While management has a strong history of positive budget to actual results, we expect a sizeable draw in fiscal 2016. Officials expressed a long-term commitment to maintaining an available General Fund balance of not less than 8% of expenditures, which is consistent with the board approved policy.

The district is highly dependent on state aid, which comprised 69.8% of fiscal 2015 operating revenues. Property taxes are the second largest revenue source for the district, comprising 24.9% of district operating revenues. In addition to \$424 per pupil in Local Optional

Revenue, the district has two excess operating levies in place that generate a combined \$1,279 per pupil. One of the levies, which generates \$6 million annually, is set to expire at the close of fiscal 2018. Management has begun discussions about returning to voters to request a renewal or increase prior to its expiration. The district has two opportunities to request voter support prior to the levy expiration. In addition, voters approved a 10-year \$25 million technology levy in early 2015 that will generate \$2.5 million annually in the General Fund beginning in 2017.

Enrollment is a key determinant in district revenues impacting operating revenues. Enrollment has declined at an average annual rate of 1.2% over the past five years. While officials anticipate a stabilization in enrollment in the medium term due to the implementation of a strategic initiative plan "Vision One91", enrollment is projected to continue to modestly decline to 8,986 students in fiscal 2019. Due to competition with other districts through open enrollment and private school options, the district typically has a net loss of students of about 1,200 students.

#### LIQUIDITY

At the close of fiscal 2015, the district held \$36.2 million in cash and investments in its operating funds, equivalent to a healthy 28.1% of revenues. Despite state aid delays in years prior to fiscal 2012, the district has not required to borrow for cash flow.

#### Debt and Pensions: Slow Principal Amortization with Exposure to Underfunded Cost-sharing Pension Plans

Despite a lack of future borrowing plans, we expect the district's debt burden to remain elevated due to slow principal amortization. At 2.7% of full value and 1.2 times operating revenues, the district's direct debt burden is higher than state and national medians. Including borrowing by overlapping entities, the district's overall debt burden increases to 3.4% of full value. Management has no immediate new money borrowing plans. Debt service costs were modest at 8.1% of revenues in fiscal 2015 and total fixed costs, consisting of debt service, pension, and OPEB contributions totaled \$12.2 million, or a manageable 9.5% of operating revenues.

#### DEBT STRUCTURE

All of the district's debt is long-term and fixed rate. Principal amortization is slow with only 45.5% of all debt retired in 10 years. All debt matures by 2036.

#### DEBT-RELATED DERIVATIVES

The district has no exposure to any debt-related derivatives.

#### PENSIONS AND OPEB

Through fiscal 2015, the district's three year average Moody's adjusted net pension liability (ANPL) is \$271.9 million, equivalent to 4.3% of full valuation and 2.1 times operating revenue. The ANPL is based upon our allocation of the reported unfunded liabilities of two multiple-employer cost sharing plans, the General Employees Retirement Fund and the Teachers Retirement Association of Minnesota. The adjustments are not intended to replace the district's reported liability information, but to improve comparability with other rated entities. The actuarial valuation dates for the plans are as of June 30, 2014 and July 1, 2014. The district's annual contribution to the two retirement plans in fiscal 2015 was \$5.6 million equal to 4.3% of operating revenues.

The district provides post-employment insurance benefits to certain eligible employees. In 2009, the district issued \$18.6 million in GO bonds to finance the district's net OPEB obligations. The proceeds of the bonds were placed in a revocable trust. At the close of fiscal 2015, the trust held \$13.4 million, while the district's actuarial accrued liability related to its OPEB obligations totaled \$12.1 million (as of July 1, 2013, the date of the most recent actuarial study).

#### Management and Governance: Moderate Institutional Framework with Strong Budget Management

Minnesota school districts have an institutional framework score of "A," or moderate. Schools are highly dependent on state aid, averaging 70% of general fund revenues. State aid is moderately predictable and is based on a per pupil funding formula, with some adjustments for wealth and need. Schools have moderate revenue raising ability and can increase operating levies through board or voter approval up to \$1,870 per pupil. Expenditures are highly predictable with personnel and benefits representing the largest costs. Schools have a moderate ability to cut expenditures due to the presence of public sector unions. Burnsville ISD 191's management team consistently outperforms its budgeted expectations and has closed the last eight fiscal years with positive budget to actual results.

## Legal Security

Debt service on the bonds is secured by the district's GO unlimited tax pledge, which is the basis for the underlying rating and is supported by a dedicated property tax levy that is unlimited as to rate or amount, and by the MSDE program, which is the basis for the enhanced rating.

## Use of Proceeds

Proceeds of the bonds will advance crossover refund the outstanding 2018-2027 maturities of the district's GO Alternative Facilities Bonds, Series 2007A and 2019-2026, 2029, and 2033 maturities of the GO Alternative Facilities Bonds, Series 2008A for estimated interest savings.

## Obligor Profile

Burnsville Independent School District 191 provides education for 9,093 students in grades kindergarten through twelve. The district, which is located 15 miles south of the City of Minneapolis (Aa1 stable) covers approximately 37 square miles including all of Burnsville (Aaa) and portions of Savage (Aa2) and Eagan (Aaa). The district's current population estimate totals 69,306.

## Methodology

The principal methodology used in this underlying rating was US Local Government General Obligation Debt published in January 2014. The principal methodology used in this enhanced rating was State Aid Intercept Programs and Financings: Pre and Post Default published in July 2013. Please see the Ratings Methodologies page on [www.moody.com](http://www.moody.com) for a copy of these methodologies.

## Ratings

Exhibit 3

### BURNSVILLE INDEPENDENT SCHOOL DISTRICT 191, MN

Issue	Rating
General Obligation Alternative Facilities Refunding Bonds, Series 2016A	Aa2
Rating Type	Underlying LT
Sale Amount	\$37,145,000
Expected Sale Date	02/25/2016
Rating Description	General Obligation
General Obligation Alternative Facilities Refunding Bonds, Series 2016A	Aa2
Rating Type	Enhanced LT
Sale Amount	\$37,145,000
Expected Sale Date	02/25/2016
Rating Description	General Obligation

Source: Moody's Investors Service

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REPORT NUMBER 1016640

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Japan	81-3-5408-4100
EMEA	44-20-7772-5454





**Agenda III.B.  
February 25, 2016**

**To:** Board of Education, Members  
Dr. Joe Gothard, Superintendent

**From:** Dr. Kathy Funston, Director of Curriculum

**Date:** February 19, 2016

**Re: Report on the Burnsville Promise**

Receive a report from Dr. Kathy Funston on the Burnsville Promise.

# Burnsville Promise

*a community collaborative*

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Business Leaders, Educators & Community

**February 25, 2016**

# What is Burnsville Promise?

- New and important community collaboration
- Partnerships
- Education as the lever to world-class employment base
- A vibrant Burnsville community

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# From a dialogue of hope...

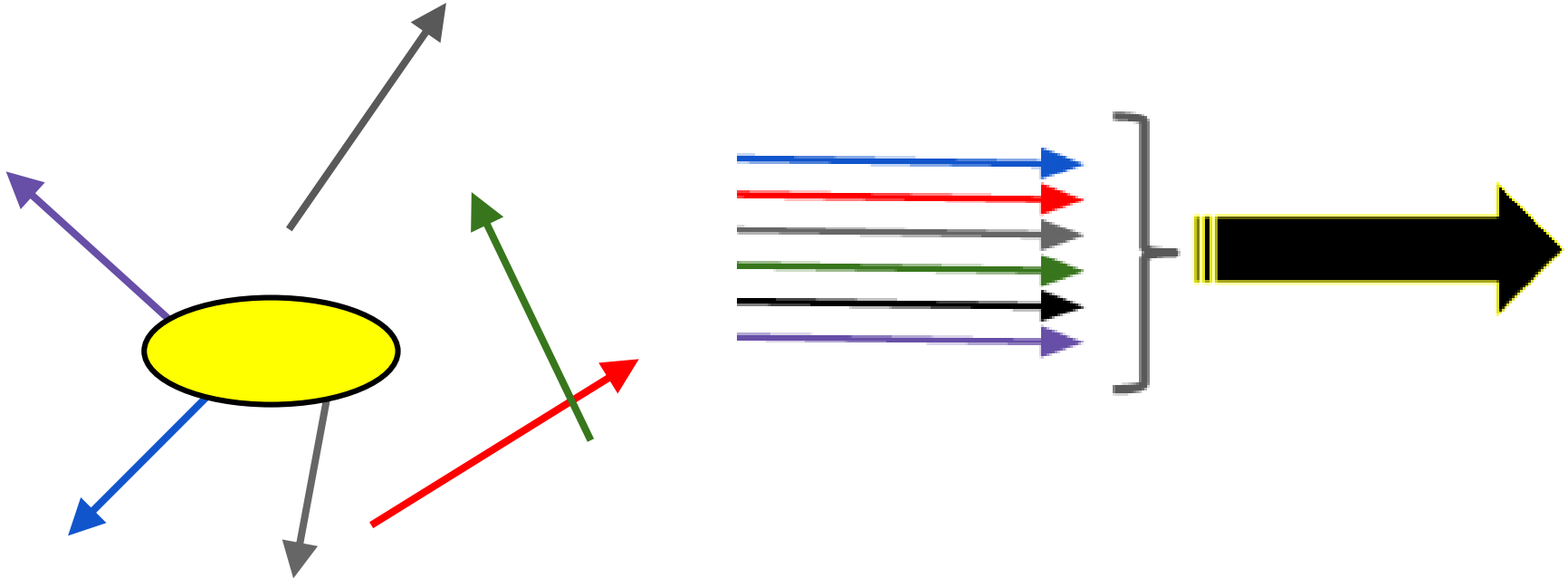
- **Superintendent Gothard**
- **Vice Chair Alt**
- **President Wynes**



...to a small planning group.

# Partnership and Connection

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Business Leaders, Educators & Community

**BURNSVILLE PROMISE**

# Burnsville Promise Mission



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**In partnership,  
Burnsville Promise  
invests in youth to  
prepare them for  
success in work and  
community life.**

# Burnsville Promise Goals

1

**Serve as a catalyst for community organizations to connect their constituents to Burnsville Promise strategies.**

- Identify opportunities and assets
- Create community-wide strategies

# Burnsville Promise Goals



**Partner with employers from Burnsville and the surrounding region to educate and prepare youth for success.**

- Identify high priority pathways
- Identify mutually beneficial outcomes

# Burnsville Promise Goals



**Forge pathways to ensure youth are prepared to obtain the postsecondary training or credential that will allow them to embark on a meaningful career.**

- Stakeholder design groups
- Data rich evaluation

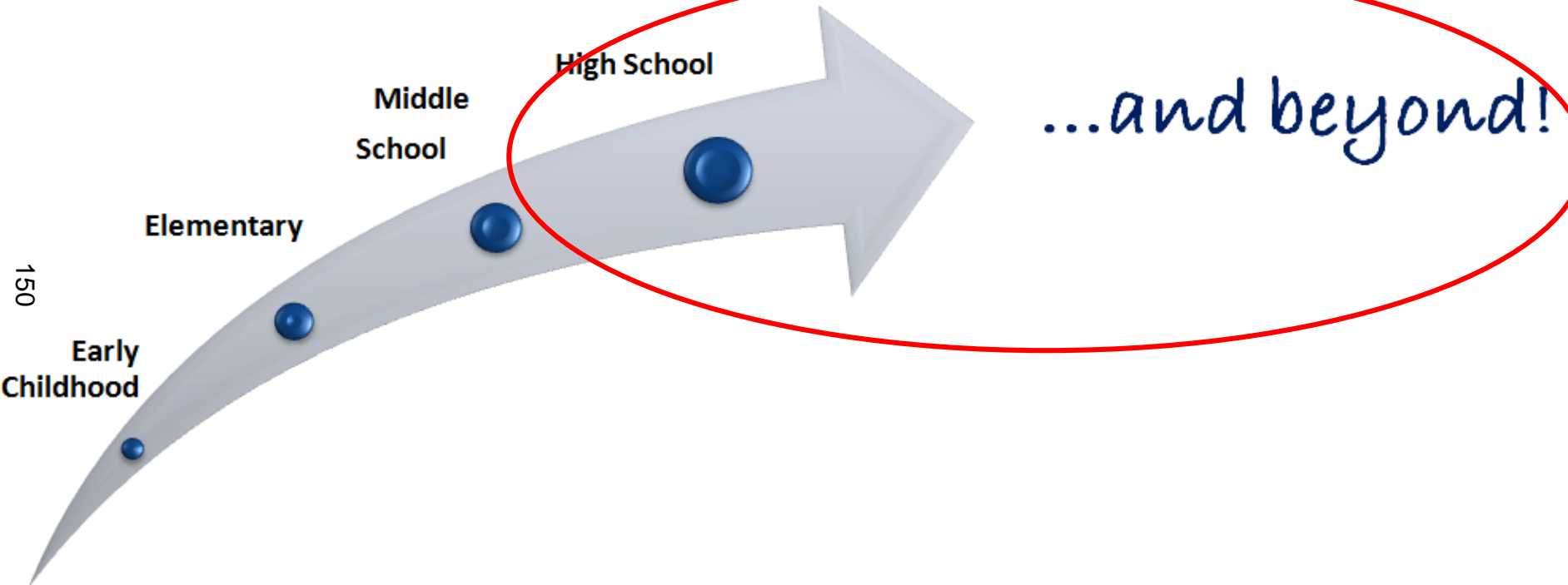
# Burnsville Promise Goals

4

Develop the infrastructure to support and sustain Burnsville Promise.

- Governance structure
- Key Partners
- Funding, communications and marketing

# Burnsville Promise: Cradle and Beyond



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# In just 8 months ....



- ★ Secured \$15K planning funding
- ★ Created five-year strategic plan
- ★ Developed infrastructure
- ★ Identified committed Steering Committee
- ★ Secured \$218K program funding
- ★ Initiated evaluation process
- ★ Identified four Career Fields (and many pathways!)
- ★ Aligning all initiatives (ie. Vision One91, Burnsville Promise, Business and Community Organizations)

# In the **NEXT** 8 months ....

- ★ Define action steps to attain goals
- ★ Engage business and community in Pathway implementation
- ★ Share benchmark data on Promise progress
- ★ Seek additional funding opportunities
- ★ Hire Burnsville Promise coordinator
- ★ Create a strong presence in the community



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❖ **Abigail Alt**, Advisory Board

- ISD 191 School Board

❖ **Abdulahi Salad**

- Huriye & Associates

❖ **Ameet Shah**, Co-chair Steering

- Shah Corporation

❖ **Andrea Ferstan**

- Greater Twin Cities United Way

❖ **Carolina Aguilera**

- Burnsville High School student

❖ **Dave Helke**

- Burnsville High School

❖ **Egie Yilma**

- Burnsville High School student

❖ **Eric Norgaard**, Co-chair Steering

- UTC Aerospace Systems

❖ **Gail Morrison**

- Inver Hills Community College

❖ **Hanane Kachman**

- Fairview Ridges

❖ **Jean Lain**

- Burnsville High School student

❖ **Jeff Mortensen**

- 360 Communities

❖ **Kathy Funston**

- ISD 191

❖ **Michael VanKeulen**

- Open Path Resources

❖ **Randy Hernandez**

- Burnsville High School student

❖ **Richard Tucker**

- Coldwell Banker Burnet

❖ **Sarah Shanley**

- ISD 191

❖ **Skip Nienhaus**

- City of Burnsville

❖ **Scott Peterson**

- YMCA of Greater Twin Cities

❖ **Sue Dion**

- Inver Hills Community College

❖ **Veronica Ramos**

- ISD 191 Cultural Liaison

❖ **Vicki Roy**

- Community Volunteer

# BURNSVILLE PROMISE STEERING

# Partner



voices

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Business Leaders, Educators & Community

**BURNSVILLE PROMISE**



THE SAINT PAUL  
FOUNDATION

*An affiliate of Minnesota Philanthropy Partners*

**“Burnsville is uniquely positioned to address the achievement gap by creating a community-wide partnership that can be used as a model by other districts and communities”**

# ~~Their~~ Time is Now!

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**Our**



Business Leaders, Educators & Community

**BURNSVILLE PROMISE**



**Agenda III.C.  
February 25, 2016**

**To:** Board of Education, Members  
Dr. Joe Gothard, Superintendent

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

**Date:** February 19, 2016

**Re:** **Approve the Burnsville Promise Agreement**

**RECOMMENDATION:** Approve the Burnsville Promise Agreement with the Inver Hills Community College Foundation and the Burnsville-Eagan-Savage School District 191.

The Burnsville Promise has secured funding to hire a coordinator to implement the day-to-day activities of the collaborative, and has requested office space and financial oversight of the coordinator and his/her activities.

The Foundation has offered to provide financial funding of the coordinator and his/her activities.

The School District has offered to hire, as an employee of the School District, the Burnsville Promise coordinator who will be responsible for the activities and outcomes of the Burnsville Promise.

Burnsville Promise Steering Committee has reviewed the agreement and recommended approval by the Board.

Attachments:  
Burnsville Promise Agreement  
Job description

## **BURNSVILLE PROMISE AGREEMENT**

**with the Inver Hills Community College Foundation and the Burnsville-Eagan-Savage School District 191**

**THIS AGREEMENT**, dated this 25th day of February, 2016, is between **BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT 191** ("School District") and the **INVER HILLS COMMUNITY COLLEGE FOUNDATION**, a Minnesota DESCRIPTION ("Foundation"), on behalf of the **BURNSVILLE PROMISE STEERING COMMITTEE** ("Burnsville Promise"), a community collaborative representing business, education and the community.

**WHEREAS**, the Burnsville Promise has secured funding to hire a coordinator to implement the day-to-day activities of the collaborative, and has requested office space and financial oversight of the coordinator and his/her activities;

**WHEREAS**, the Foundation has offered to provide financial funding of the coordinator and his/her activities;

**WHEREAS**, the School District has offered to hire, as an employee of the School District, the Burnsville Promise coordinator who will be responsible for the activities and outcomes of the Burnsville Promise;

**WHEREAS**, the School District has offered to provide office space and basic office equipment (desk, chair, telephone, email);

**WHEREAS**, the Burnsville Promise, the Foundation, and the School District have agreed to partner in the sharing of the responsibilities of hiring, supervising, evaluating, and supporting the Burnsville Promise coordinator in attaining the goals of the Burnsville Promise;

**WHEREAS**, the parties desire to promote a shared successful outcome of the efforts.

**NOW, THEREFORE**, in consideration of the mutual undertakings herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on February 25, 2016, and shall continue through March 1, 2017, unless otherwise renewed by the parties through a written amendment of this Agreement or terminated as provided under this Agreement.

**2. BURNSVILLE PROMISE CONTRIBUTIONS**

A. The Burnsville Promise shall continually seek financial support for the activities of The Burnsville Promise, including salary and benefits of the coordinator hired to carry out the day-to-day activities of the Burnsville Promise.

B. The Burnsville Promise, in consultation with the School District, shall create a job description and hiring protocol for the coordinator position. Representatives from the Burnsville Promise shall sit on the hiring committee.

C. The Burnsville Promise shall develop performance outcomes related to the coordinator position, as well as a supervisory plan.

D. The Burnsville Promise shall periodically review the performance of the coordinator and recommend to the School District continued employment.

E. The Burnsville Promise shall provide financial information regarding the continued employment of the coordinator no later than January 31 each year.

F. The Burnsville Promise shall create a plan to supply the coordinator with necessary supplies, materials, professional development, technology (and other as required for the activities of the position).

**3. FOUNDATION CONTRIBUTIONS**

A. The Foundation shall reimburse the School District for mutually agreed-upon salary and benefit expenses of the coordinator, on a quarterly basis.

B. The Foundation shall reimburse the School District for other mutually agreed-upon expenses such as professional development and mileage, on a quarterly basis.

C. The Foundation shall work closely with Burnsville Promise partners to identify funding to sustain the program.

**4. SCHOOL DISTRICT CONTRIBUTIONS**

A. The School District, in consultation with the Burnsville Promise, shall create a job description and hiring protocol for the coordinator position. Representatives from the Burnsville Promise shall sit on the hiring committee.

B. The School District shall hire a coordinator for the Burnsville Promise pursuant to all required School District employment practices. The coordinator will be considered an employee of the School District including, but not limited to salaries, wages, other compensation or fringe benefits, workers compensation, unemployment compensation, PERA, Social Security, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights.

C. The School District shall periodically review the performance of the coordinator and ensure compliance with School District policies and practices.

D. The School District shall work with the Foundation to obtain funding from the Burnsville Promise to pay salary and benefits to the coordinator.

E. The School District shall provide office space (with basic office equipment) to the coordinator, and shall work with the Burnsville Promise to supply the coordinator with necessary supplies, materials, professional development, technology (and other as required for the activities of the position).

F. The School District shall assign a School District administrator to provide direct supervision on behalf of the School District and the Burnsville Promise.

**5. RECORDS AVAILABILITY AND RETENTION**

Pursuant to Minn. Stat. §16C.05, Subd. 5, the Foundation and the School District agree that the Burnsville Promise, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Foundation and the School District and involve transactions relating to this Agreement.

**6. DATA PRACTICES**

All data collected, created, received, maintained, or disseminated or used for any purposes in the course of this Agreement by each party is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

**7. INDEMNIFICATION**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Each party's liability shall be governed by the provisions of Minnesota Statute Chapter 466 and other applicable law as modified hereby.

**9. SUBCONTRACTING**

Neither party shall enter into any subcontract for performance of any services contemplated under this Agreement without the prior approval of the other party and subject to such conditions and provisions as they may deem necessary.

**10. NONDISCRIMINATION**

During the performance of this Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise

subjected to discrimination under any and all applicable federal and state laws against discrimination.

**11. TERMINATION**

This Agreement may be terminated with or without cause, following 6 months written notice by any party. Upon termination, the capital assets provided by any party shall be returned to said party. Capital purchases made by the Burnsville Promise shall be returned to the Burnsville Promise.

**12. NOTICES**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Burnsville Promise:                      Burnsville Promise Co-Chair  
Eric Norgaard  
UTC  
14300 Judicial Rd  
Burnsville, MN 55337

If to the Burnsville Promise:                      Burnsville Promise Co-Chair  
Ameet Shah  
Shah Corporation  
414 Gateway Blvd  
Burnsville, MN 55337

If to the Foundation:                                      IHCC Foundation  
Gail Morrison  
Executive Director of Foundation and  
Community Relations  
2500 80th St East  
Inver Grove Heights, MN 55076

If to School District:                                      Burnsville-Eagan-Savage District 191  
Dr. Kathy Funston  
Director of Strategic Partnerships and  
Pathways  
202 Burnsville Pkwy W  
Burnsville, MN 55337

All notices, requests, demands, and other communications hereunder sent to one party shall be copied to the other two parties identified in this Agreement.

**13. WAIVER OF DEFAULT**

Any waiver by either party of a default under the provisions of this Agreement

by the other party will not operate or be construed as a waiver of a subsequent default.

**14. INVALIDITY OF PROVISIONS**

If any term or provision of this Agreement or any application hereof to any person or circumstance is to any extent found to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be effected thereby and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

**15. ENTIRE AGREEMENT**

This instrument herein contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument will have any force and effect. This Agreement cannot be modified in any way except by writing executed by all parties.

**16. GOVERNING LAW**

This Agreement will be governed exclusively by the provisions hereof and by the laws of the State of Minnesota, as the same from time to time exists.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.

Dated: \_\_\_\_\_

**BURNSVILLE PROMISE**

By: \_\_\_\_\_  
Co-Chair, Eric Norgaard

By: \_\_\_\_\_  
Co-Chair, Ameet Shah

Dated: \_\_\_\_\_

**INVER HILLS COMMUNITY COLLEGE  
FOUNDATION**

By: \_\_\_\_\_

Its Executive Director of Foundation and  
Community Relations, Gail Morrison

Dated: \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT 191**

By: \_\_\_\_\_

Its School Board Chair, Dan Luth



# Associate Director of Career Pathways and Partnerships

## Job Description

### Descriptors

<b>Position Title:</b>	Burnsville Promise Coordinator	<b>Department:</b>	District Office
<b>Position Classification:</b>	Unaffiliated II	<b>Reports To:</b>	Director of Strategic Partnerships and Pathways
<b>Exempt Status:</b>	Exempt	<b>Revision Date:</b>	2/17/2016
<b>Supervisory:</b>	No		

**Approval:** \_\_\_\_\_  
(Executive Director of Human Resources)

**Approval:** \_\_\_\_\_  
(Superintendent)

### Summary

The Burnsville Promise is a new community collaboration that brings together the business community, community organizations and citizens, parents, youth, Independent School District (ISD) 191, and higher education institutions to ensure a vibrant Burnsville community where children, families and businesses thrive. The collaboration will use education as the lever and work together to ensure youth have opportunities to find success in education beginning at birth and continuing to post-secondary learning. It will explore coherent pathways of interconnected academic and elective classes, paired with business collaboration and work experiences and to help develop college, career and civic readiness.

### Job Summary

Along with its partners, Burnsville Promise is seeking a professional to lead and manage its efforts. The position will work directly with the Director of Strategic Partnerships and Pathways and the Steering Committee to engage new and current partners and coordinate the implementation of Burnsville Promise's strategic plan, including:

- Enhance core career pathway and other educational programs
- Report progress on the intended goals and outcomes to the community
- And, continue to build the infrastructure needed to support the collaborative.

The Coordinator will be a highly motivated administrator who is inspired by the mission of Burnsville Promise and capable of engaging leaders from across business, education and the community sectors to drive progress toward a common set of strategic goals. The Coordinator should demonstrate abilities to successfully carry out the following tasks:

### Essential Duties and Responsibilities

**20% Organizational Leadership:** Serve as primary contact for Burnsville Promise. Demonstrate ability to motivate and engage diverse teams of volunteers with clear goals to implement and enhance the initiative. Build volunteer teams across sectors, including leaders from business, education and community. Hold people accountable to agreed-upon results. Effectively collaborate with others to initiate and drive results. Develop and cultivate relationships with community stakeholders and partners in the interest of Burnsville Promise. Interact with diverse backgrounds and levels, including business executives, community leaders and government officials. Demonstrate ability to align differing agendas to create a common strategy. Possess strong facilitation skills to bring out the best thinking of a group.

**20% Project Management.** Coordinate activities of the Steering Committee and sub-committees, including work with chairs to develop agenda, schedule and facilitate meetings, create committee work plans, and manage assignments and follow-up activities. Develop and manage written plans to operationalize the strategic plan. Engage and assign strategic partners with responsibilities to pursue specific project goals. Ensure timely follow-through from project partners and overall progress toward project goals.

**20% College and Career Readiness:** Work with Career Pathway Committee to foster relationships between ISD 191 and local business partners, higher education, and non-profit organizations to expand career exploration, internship, and career pathway opportunities. Identify and advance articulation agreements between ISD 191 and postsecondary partners and align them with specific career pathways.

**15% Evaluation.** Work with the Evaluation Committee to provide strong management and controls for the implementation of the Evaluation Plan. Coordinate reporting of evaluation data and progress toward specific indicators. Regularly report on progress and results to members of the Steering Committee, project partners, and the public.

**15% Development and Fundraising.** Work with the Development Committee to prioritize fundraising efforts with local and regional organizations. Work with volunteer leaders to actively participate in fundraising calls with foundations, corporations, businesses and individuals. Establish and maintain relationships with funders. Responsible for grant record keeping and reporting, and provide timely reports to funders.

**10% Community Engagement.** Work with the Community Engagement Committee to develop and implement a communications plan to accomplish the stakeholder engagement, volunteer recruitment, and public awareness goals of the committee.

**Perform other duties as assigned or requested.**

## **Work Requirements and Characteristics**

### **Education/Certification Requirement:**

- A minimum of a Bachelor's Degree from an accredited college or university, along with at least three years of experience in managing organizations is desired for this position.

### **Experience and Preferences:**

- 3+ years of school leadership or business experiences
- An individual who firmly believes:
  - It is imperative to work together to ensure that youth in Burnsville succeed in their education, enroll in some form of postsecondary education, graduate, and enter a career
  - Aligning individual and collective action, advocacy, and funding will lead to successfully achieving the Burnsville Promise goals
  - Effectively using data is critical to a meaningful evaluation process
  - Organizing and leading effective meetings is essential to engagement and meeting goals
  - All youth in Burnsville can benefit from the efforts of the Burnsville Promise

### **Essential skills required to perform the work:**

- The successful candidate will be a proven leader with an understanding of business culture
- Demonstrate strong general management skills capable of working with staff, consultants and volunteers
- Knowledge and understanding of K-12 educational culture in support of the work
- Comfortable with technology and applications and the ability to perform much of the administrative tasks associated with the job
- Ability to provide timely, collaborative learning experiences that build leadership capacity and efficacy resulting in sustained change in practice.
- Successful experience in facilitating high-quality professional learning and remarkable outcomes through application
- The ability to effectively manage and lead change, including changing practices and structures in our school system that may perpetuate inequities based on race and class
- Outstanding skills in written and oral communication, talent management, and school operations
- Effective facilitation and personal use of technology as a communication tool to improve student achievement and manage work
- Personal professional learning and development through a strong understanding of literature related to education, student learning, and leadership
- The ability to manage dialog effectively, valuing alternative points of view in planning and decision-making

### **Machines, Tools, Equipment, Electronic Devices, and Software Required:**

- Computers and various digital support devices and applications

## **Physical and Mental Requirements**

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; and use hands to finger, handle, or feel objects, tools, or controls. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

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

This description describes the general nature and work expected of an individual assigned to this position. Employees may be required to perform other job-related duties as requested by their supervisor. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.



**AGENDA III.D.  
February 25, 2016**

TO: Members, Board of Education  
Superintendent Gothard

FROM: Dr. Stacie Stanley

DATE: February 18, 2016

RE: 2015-2015 American Indian Parent Advisory Committee Resolution

State law and School Board Policy require the establishment of an American Indian Parent Advisory Committee. Members present at the meeting held on January 21, 2016, were Eric Childs, Kate Everson, Robin Knight, Arlana Omaha, Kristi Paavola, Gina Stout, Barbara Gorski, Scott Williams, Samantha Williams, Chris Furentes, Kare-Kathleen Tousignant, Dominic Good Buffalo and Stacie Stanley. The Chairperson of American Indian Parent Committee is Kristi Paavlova, a parent in the school district.

**Recommendation:** Pursuant Minnesota Statute, section 124D.78 Subdivision 2, it is recommended that the ISD 191 School Board review the American Indian Parent Advisory Group reasons for non-concurrence and set of recommendations. Also pursuant the aforementioned statute, it is recommended that the school board respond in writing within 60 days, to each recommendation made by the committee and state its reasons for not implementing the recommendations.



**2015-2016 Parent Committee Resolution**

**WHEREAS**, the Burnsville-Eagan-Savage School District #191 provides an opportunity for all of its citizens to participate in district program communities, and

**WHEREAS**, the Indian Education Parent Committee of the Burnsville-Eagan-Savage School District #191 is the duly elected and established Parent Committee comprised of parents of students eligible to be enrolled in American Indian programs, secondary students, representatives from community groups, school administrators, and

**WHEREAS**, the Parent Committee's current responsibilities are addressed in district practices and apply to programs specifically designed for American Indian learners, and

**WHEREAS**, the Parent Committee's responsibilities have been expanded to include involvement in and advisement of all educational programs, programs for elementary and secondary grades, special education programs and support services, and

**WHEREAS**, the Indian Education Parent Committee of the Burnsville-Eagan-Savage School District #191 did meet on November 20, 2013 to review, recommend and approve this Resolution, and

**WHEREAS**, the Parent Committee had found most of the District's educational programs to be adequate in meeting the needs of American Indian students.

**THEREFORE BE IT RESOLVED**, the Parent Committee of the Burnsville-Eagan-Savage School District #191 does concur that the district's programs meet American Indian student needs.

**In favor of Resolution**          0    

**Not in favor of Resolution**          8    

/s/ Kristi Paavola  
**Chairperson of American Indian Parent Committee**

January 21, 2016  
**Date**

*If the committee does not concur with the Resolution, the reasons for the non-concurrence and recommendations shall be submitted with this Resolution. By resolution, the Board must respond, to each recommendation made by the committee and state its reasons for not implementing the recommendation. (MN Statute 124D.78 Subd. 1)*



**Office of Indian Education  
Transmittal of Resolution and Parent Committee Roster**

**Identification Information**

School District Name Burnsville-Eagan-Savage		District Type/No. ISD 191
Name of person completing form Stacie Stanley	Title Director of Equity	Telephone 952-707-2008

**Resolution/Parent Committee Information**

**Check all applicable items and attach the requested information:**

This district does not have 10 or more American Indian students enrolled, therefore no Parent Committee has been established, and no resolution/recommendations are attached (sign below and return the form to the Office of Indian Education).

Resolution is attached:

Date resolution passed by Parent Committee: Resolution Not Passed

Date resolution presented to Local School Board: February 25, 2016

The attached resolution is a resolution of (check one):  Concurrence  Non-concurrence

Recommendations are (check one):  Included  Not included

Resolution is NOT attached. If not attached, explain:

School Board Response is NOT attached. If not attached, explain:

School Board Received information on February 25, 2016, and have 60 days to respond.

A Parent Committee has NOT been established. If checked, please explain why not, including discussion of any steps that have been taken to establish a parent committee:

The district requests that the Office of Indian Education provide assistance in the following area(s):

Parent Committee Training

Staff Development on American Indian history and culture

Other (explain):

The information provided on this form is true and accurate to the best of my belief and knowledge.

\_\_\_\_\_  
Signature . Superintendent of School District/Authorized Representative

\_\_\_\_\_  
Date signed

**Parent Committee Membership Roster**

Identify the members of your district's American Indian Education Program Parent Committee below. List the chairperson first (include address of chairperson only), and provide the area of representation (parent, teacher, secondary student, counselor, etc.) for each committee member. Check to indicate whether the member is an American Indian. Attach an additional page if more space is needed.

Name of Committee Member	Area of Representation	American Indian?	
		Yes	No
Eric Childs	Parent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kate Everson	Parent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Robin Knight	Parent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Arlana Omaha	Parent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kristi Paavola	Parent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Jeana Stout	Parent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Barbara Gorski	Foster Parent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Kare-Kathleen Tousignant	ISD 191 Employee	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Scott Williams	Parent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Dominic Good Buffalo	ISD 191 Native	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Samantha Williams	ISD 191 Student	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Chris Fuentes	ISD 191 Student	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Stacie Stanley	ISD 191 Director	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**GENERAL INFORMATION AND INSTRUCTIONS:** Minnesota Statutes, section 124D.78 Subdivision 1 states that School Boards and American Indian schools must provide for the maximum involvement of children enrolled in education programs, programs of elementary and secondary grades, special education programs, and support services. Accordingly, the board of a school district in which there are **10 or more American Indian students enrolled** and each American Indian school must establish an American Indian education parent advisory committee. If a committee whose membership consists of a majority of parents of American Indian children has been or is established according to federal, tribal or other state law, that committee may serve as the committee required by this section and is subject to, at least, the requirements of this subdivision and subdivision 2.

The **American Indian education parent advisory committee** must be composed of parents of children eligible to be enrolled in American Indian education programs, secondary students eligible to be served; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; counselors; adult American Indian people enrolled in educational programs; and representatives from community groups. The number of parents of American Indian and non-American Indian children shall reflect approximately the proportion of children of those groups in the programs. The American Indian education parent advisory committee must develop its recommendations in consultation with the curriculum advisory committee required by Section 120B.11, subdivision 3. This committee must afford parents the necessary information and the opportunity to effectively to express their views concerning all aspects of American Indian Education and the educational needs of the American Indian children enrolled in the school or program. The school board or American Indian school must ensure that programs are planned, operated and evaluated with the involvement of and in consultation with parents of students served by the programs.

**RESOLUTION OF CONCURRENCE:** Prior to **March 1**, the school board or American Indian school must submit to the department a copy of a resolution adopted by the American Indian education parent advisory committee. The copy must be signed by the chair of the committee and must state whether the committee concurs with the educational programs for American Indian students offered by the school board or American Indian school. ***If the committee does not concur with the educational programs, the reasons for non-concurrence and recommendations shall be submitted with the resolution. By resolution, the board must respond in writing within 60 days, in cases on non-concurrence, to each recommendation made by the committee and state its reasons for not implementing the recommendation.***

In order to comply with Minnesota Statutes, section 124D.78, please complete 1) Transmittal Form and Parent Committee Roster, 2) Parent Committee Resolution and supporting documents, as applicable, by **March 1 of each school year** and mail to:

Minnesota Department of Education  
Office of Indian Education  
1500 Highway 36 West Roseville, MN 55113

Or submit completed documents via email to: [mde.indian-education@state.mn.us](mailto:mde.indian-education@state.mn.us).

If assistance is needed in completion of these forms, please call (651) 582-8280.

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# American Indian/Native American 2016 Education Plan

## —January 30, 2016

### Parent Recommendations for the ISD 191 AI/NA Education Plan

1. Create a presence for AI/NA students; currently there is no recognition of AI/NA students in our schools.
2. AI/NA Cultural Liaison have presence in schools and/or rotate schools to meet with students and ensure implemented AI/NA programs are achieving the desired results
3. Hire AI/NA professionals to represent IA/NA students in District 191
4. Use of curriculum that is reviewed and/or recommended by parent advisory committee to include, accurate portrayal of historical events involving AI/NA
5. Ensure AI/NA reading, learning, experience and authentic material is offered and made available to all students i.e. download and utilize language apps for younger students
6. Include AI/NA speakers, visitors in school programs
7. Teacher preparation and in-services to prepare teachers to teach inclusively and understand that AI//NA students may have different learning styles
8. Monthly student groups for AI/NA students starting with high school students. Dominic GoodBuffalo has volunteered to fill the role of advisor for this student group.


### Action Items

1. Full disclosure of all monies/programs/grants given to ISD 191 for the AI/NA students
2. In depth statistical reporting for AI/NA students

### Future Requested Implementations

1. Create a plan for future hiring of AI/NA staff
2. Free preschool for AI/NA children/future students
3. Consider including Native languages for official language programs in school district

We understand that the proposed recommendations/requests may not fit the typical definition of an “Education Plan” however, we feel the above will facilitate AI/NA students in achieving “educational success” within ISD 191.



We would like the Board of Education to give our recommendations full/proper consideration. Some of the recommendations listed above have proven effective for AI/NA students, based on personal experience of AI/NA committee members.

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

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AGENDA ITEM: III.E.

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Stacey Sovine  
Executive Director of Human Resources

Date: February 25, 2016

RE: **Proposed Revisions in the Collective Bargaining Agreement with the Burnsville Association of Educational Assistants and Independent School District 191**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE REVISIONS AND READOPT THE UNCHANGED LANGUAGE IN THE 2015 - 2017 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS**

The District reached a tentative agreement on a new two-year contract with the Education Assistants on January 24, 2016. There are 214 assistants within the unit. Work on a new two year agreement started on January 19, 2016 and extended over two bargaining sessions. The union was represented by Union Stewards Sue Campbell, Carol Bengtson, Denise Wolff, Brenda Theyson and Union Organizers, Zaidee Martin and Joel Button. The district was represented by Gordy Winterlin, Tiffany Weiller and Stacey Sovine. During the collective bargaining process, 15 language items were on the table for discussion. BAEA ratified the agreement early this month.

**The major language items agreed upon in the tentative agreement include:**

- Deleting dated language.
- Modifying language around attendance incentive to avoid ACA concerns.
- Updating language in current health plan to call out HRA contribution amounts.
- Some simple non-contractual items intended to provide information and clarity
- Steps both years.

**Economic terms agreed to include:**

- \$.25 increase to the salary schedule each year
- 2 year increased cost \$674,000.
- Increase on Longevity and 403(b) matches
- MSBA 2 year package increase is 6.44%

**MASTER AGREEMENT**

**JULY 1, 2013 2015 – JUNE 30, 2015 2017**

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

**And**

**Burnsville Association of Educational Assistants  
Independent School District 191  
Burnsville-Eagan-Savage Public Schools**

2013 - 2015 - 2017

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**HR Contact Information**

Stacey Sovine - Executive Director of Human Resources

[ssovine@isd191.org](mailto:ssovine@isd191.org)

Staffing Process

Discipline/Investigations

Conflict Mediation

Negotiations

Contract Interpretation

Calendar Committee

Employee Relations

Performance Evaluation System

Pay Equity

Extra Compensation Management

Tiffany Weiler - Human Resources Coordinator

[tweiler@isd191.org](mailto:tweiler@isd191.org)

(952) 707-2011

Wellness/Insurance Committee Lead

Lane Change Pre-Approvals

Mandatory Trainings

Recruitment & Job Advertisements

Interview & Hiring Process

Applitrack Software Lead

Employee Recognition

Posting Process

Job Descriptions

Kelly Services Liaison

Student Teacher Placements & University Relations

Community Relations

New Teacher Orientation

Sub Order Questions

Joy Demuth-HR Labor Relations Manager

[jdemuth@isd191.org](mailto:jdemuth@isd191.org)

(952) 707-2012

MyLeave Questions

New Employee Orientation

Contract Management

Compliance Reporting

Licensure Verification Variances

Seniority Lists

Tenure Tracking

Teacher Evaluation Tracking

Payroll Interface

Paid Time Off (PTO) Lead- Sick, Personal, Vacation, Family

Illness

Salary Questions

Retirement Questions

Time Off Questions

Trudie Harris - Employment Specialist

[tharris@isd191.org](mailto:tharris@isd191.org)

(952) 707-2009

Office Management

Personnel File Maintenance & Viewing Appointments

Employment Verification

Calendar Management

Training Facilitator

Negotiations Process Facilitator

Name/Address Changes

Charlotte Lindberg - Benefits Specialist

[clindberg@isd191.org](mailto:clindberg@isd191.org)

(952) 707-2014

Workers' Compensation

Medical/Dental Insurance

Life Insurance

Long-term Disability

Leave of Absences

FMLA (Family Medical Leave Act)

ADA (Americans with Disabilities Act)

Tax Sheltered Annuities ( 403b & 457)

Benefit Training

Retirement Information Sessions

Unemployment

Wellness

Flex Benefits

**[Employee Information](#)**

**MASTER AGREEMENT  
PURPOSE**

The purpose of the Agreement is to encourage and increase orderly, constructive and harmonious relationships between Independent School District 191, hereinafter referred to as the employer, and the Burnsville Association of Educational Assistants, hereinafter referred to as the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of the community to operate their school without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A.

**ARTICLE I  
PARTIES**

This Agreement, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereafter referred to as the School Board, and the Burnsville Association of Educational Assistants, hereafter referred to as the Association, pursuant to and in compliance with the Public Labor Relations Act of 1971; to provide the terms and conditions of employment for educational assistants during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. The Board hereby recognizes the Burnsville Association of Educational Assistants as the exclusive representative for all educational assistants employed by Independent School District 191, Burnsville-Eagan-Savage who work more than fourteen (14) hours per week and more than sixty-seven (67) work days per year or thirty-five percent (35%) of the normal work week, excluding supervisory, confidential, and all other employees. The term "Educational Assistant," when used hereafter in this Agreement, shall refer to all classes of educational assistants represented by the Association in the Unit as defined above.

Section 2. Exclusivity: The employer will not during the life of this Agreement meet and negotiate relative to terms and conditions of employment with any employee or groups of employees who are covered by this Agreement except through the exclusive bargaining representatives. No employee covered by this Agreement shall negotiate any terms and conditions of employment except with the School Board's designated negotiator.

**ARTICLE III  
SCHOOL BOARD RIGHTS**

Section 1. Management Responsibilities: The Association recognizes the right and obligations of the School Board to efficiently manage and conduct the operation of the School District.

Section 2. It is further understood that the foregoing enumeration of the school responsibilities and obligations is not exclusive and the School Board expressly reserves all its statutory authority not expressly delegated in this Agreement.

**ARTICLE IV  
ASSOCIATION/EMPLOYEE RIGHTS**

Section 1. Association Rights:

- Subd. 1. Negotiations: The Association may designate up to four (4) members to act as representatives for the purpose of negotiations and shall inform the employer in writing of such choices and changes in positions.
- Subd. 2. Dues/Fairshare Checkoff: Any Educational assistant who is a member of the Association shall pay dues, established by the Association. All educational assistants shall pay a fairshare fee, established by the Association.
- Subd. 3. Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises provided that this shall not unduly interfere with nor disrupt of the operations of

the School. The Association may use the District mail service (not U.S. Mail) and employee mailboxes for communications to employees.

Subd. 4. Time Off for Exclusive Representation: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations.

Section 2. Employee Rights:

- Subd. 1. Master Agreement: Upon ratification, the BAEA Master Agreement will be posted on the intranet for the benefit of all educational assistants. Each BAEA member will receive a copy and the association shall receive (5) five copies.
- Subd. 2. Probationary Period: The probationary period for new employees shall be sixty-seven (67) working days. During this period of time, the employee may terminate employment. Likewise the employer may terminate the employee without cause. A member of the bargaining unit who is assigned to a different level in the unit will receive a new probationary period of 67 days. If during the probationary period there are performance concerns, the employee will be allowed to return to their previous assignment if there is a vacancy. If there is no vacancy, the employee may be laid off and thus qualify for the preferential hiring list as identified in Article XIII. Any discipline received during this period must be for just cause and can be challenged under the grievance procedure in Article 15.
- Subd. 3. Right to Join: Educational assistants will have the right to join or not to join the Burnsville Association of Educational Assistants.

ARTICLE V  
COMPENSATION

Section 1. Hourly rates of pay in effect on June 30, 2015 2017, will remain the same until a new Master Agreement is negotiated. Such subsequent negotiated agreement will determine hourly pay after July 1, 2015 2017.

Section 2. Effective July 1, 2012, Hourly rates of pay are as follows and will be paid in twenty four (24) equal installments, the first payment being on September 15<sup>th</sup> of each year.

**2013-2014 2015-2016**

Classification	Job Description	Step 1	Step 2	Step 3	Step 4
Level 2	Level 2 - Support	\$ 12.10	\$ 12.40	\$ 13.60	\$ 16.30
Level 3	Level 3 - Support	\$ 13.35	\$ 13.70	\$ 14.90	\$ 17.80
Level 4	Level 4 - Health	\$ 14.50	\$ 14.90	\$ 16.20	\$ 19.45
	Level 4 - Media	\$ 14.50	\$ 14.90	\$ 16.20	\$ 19.45
	Level 4 - Sped	\$ 14.50	\$ 14.90	\$ 16.20	\$ 19.45

**2014-2015 2016-2017**

Classification	Job Description	Step 1	Step 2	Step 3	Step 4
Level 2	Level 2 - Support	\$ 12.40	\$ 12.70	\$ 13.90	\$ 16.60
Level 3	Level 3 - Support	\$ 13.65	\$ 14.00	\$ 15.20	\$ 18.10
Level 4	Level 4 - Health	\$ 14.80	\$ 15.20	\$ 16.50	\$ 19.75
	Level 4 - Media	\$ 14.80	\$ 15.20	\$ 16.50	\$ 19.75
	Level 4 - Sped	\$ 14.80	\$ 15.20	\$ 16.50	\$ 19.75

Section 3. Extra Compensation.

Subd. 1. Education Assistants proficient in a second language, American Sign Language, or Braille will earn .75 above the stated hourly wage when it is a requirement for the position.

Subd. 2. Effective July 1, 2008, Health educational assistants who are licensed LPNs will be paid .75 per hour above their hourly rate of pay, provided they provide Human Resources with a copy of their current LPN license by August 1<sup>st</sup>.

Subd. 3. Summer school educational assistants shall have \$.25 per hour added to the regular rate.

Subd. 4. Educational Assistants may attend a workshop on a voluntary basis. For training which is required for their assignment, an employee would earn their regular hourly rate.

Subd. 5. The District will pay the fees associated with taking a single qualifying test for current employees if the test is required for continued employment in the position the first time it is taken. (For example the Parapro Assessment offered by the Educational Testing Service is one way educational assistants can meet the requirement to become qualified under NCLB).

Subd. 6. If a licensed staff member who is assigned to supervise an area or student(s) is absent for thirty (30) minutes or more, the educational assistant assigned to the same area shall be paid at one and one-half times their rate of pay for that time.

Subd. 7. Effective July 1, 2014, if an Education Assistant completes District approved de-escalation training, the employee will receive \$.35 per hour beginning the semester after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Effective July 1, 2014, if an Education Assistant completes District approved PCA training, the employee will receive \$.35 per hour beginning the semester after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Employees will receive notification of upcoming trainings with warning of pending expiration. If certification renewal is not provided, the additional hourly rate will end at the conclusion of the semester in which the certification expires.

#### Section 4. Salary Step Increments:

Subd. 1. Educational assistants must be employed prior to February 1 to move to the next step beginning the first pay period for the unit in the following school year.

Subd. 2. Experience Allowance: Administration may place newly employed but experienced personnel on the step above the starting salary.

Subd. 3. The Employer shall credit prior experience as an EA in District #191 for purposes of wage step placement.

Subd. 4. In the event an educational assistant has been incorrectly paid, corrections either to the employee's favor or detriment will be made back to the start of the fiscal year in which the error is discovered and reported to the Executive Director of Human Resources.

Section 5. Longevity Pay: Effective July 1, 2012 Effective July 1, 2016, The following longevity rates apply: Educational assistants shall receive an additional ~~\$1.25~~ \$1.50 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional ~~\$1.50~~ \$1.75 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional ~~\$2.00~~ \$2.25 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Section 6. Holiday pay: Effective July 1, 2012, After four (4) years of continuous service, employees under this Agreement shall earn their daily rate of pay on the following holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas, New Years Day, and Memorial Day. Eligible employees need to record their holiday hours in the time reporting system.

Section 7. Mileage: Educational assistants who use their personal cars for school business shall be reimbursed at the rate in effect according to District policy. Requests for reimbursement should be made monthly, but must be made quarterly or claims are forfeited.

Section 8. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources office. A Board policy and accompanying regulation will be developed and updated annually to comply with IRS Regulations.

Section 9. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

## ARTICLE VI GROUP INSURANCE

### Section 1. Health and Hospitalization Insurance.

Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby **\$1,000 annually shall be redirected by the district to the HRA, and the in-network deductible equals the in-network out of pocket maximum.** The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby **\$2,000 annually shall be redirected by the district to the HRA, and the in-network deductible equals the in-network out of pocket maximum.** The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Subd 4. Eligibility: An Education Assistant who works twenty (20) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance.

### Section 2: Dental Insurance

Subd. 1. Single coverage: The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

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

Section 3. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the School District. Insurance contributions will cease when an employee is on an extended leave of absence, professional leave of absence, or a general leave of absence that is due to a medical emergency in the immediate family that is longer than a month. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 4. Life Insurance: **Effective July 1, 2008,** Employees who work twenty (20) hours or more hours per week shall be provided life and dismemberment insurance coverage in the amount of \$40,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 5. PERA Option: The PERA group term life insurance program shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office.

Section 6. Income Protection:

- Subd. 1. Long Term Disability: The District will furnish income protection insurance, which takes effect after a qualified absence of thirty (30) working days. Disability pay will be governed by the policy in effect. Coverage will be 66 2/3% of the base pay when coordinated with other sources of income as described in the insurance policy. In the event secondary social security benefits are a factor in coordination, the limit shall be seventy-five percent (75%) of base pay. Coordination with social security benefits, both primary and secondary, shall be based on benefits in effect on the date of disability. Subsequent changes in primary and secondary social security benefits shall not affect the original amount paid by the insurance carrier.
- Subd. 2. Income Protection: After an educational assistant has been ill for more than thirty (30) consecutive days the educational assistant may use fractional sick absence, if accumulated, for one third (1/3) or one-fourth (1/4) day subject to Subd 1. above together with the income protection plan to equal full salary for additional forty-five (45) fractional days. A maximum of fifteen (15) full sick days per illness may be used by the educational assistant in this manner. When sick absence is used to supplement long-term disability, the number of days used (not to exceed 15) shall be counted towards step advancement.
- Subd. 3. Leave of Absence: If an educational assistant anticipates an extended absence due to disability, he or she should apply for and will be granted a medical leave of absence. In the event an educational assistant is absent because of illness or injury for more than thirty (30) consecutive working days and does not have thirty (30) personal illness absence days, the Board shall grant the number of days needed (without pay) to reach the thirty (30) day requirement and receive LTD benefits.
- Subd. 4. Insurance Contributions: As per Article VI, the district will continue to make contributions to insurance for 12 months from the time an employee begins receiving long-term disability benefits. After 12 months of leave due to long-term disability, contributions to insurance will cease. The employee may continue to participate in insurance at his/her expense.

Section 7. Coverage Continuation:

- Subd. 1. Employees with at least ten (10) years experience in the District and who are at least forty-five (45) years of age may continue in the group plan after leaving District employment until age sixty-five (65). The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier. Educational assistants who are participating in insurance under the above conditions as of June 30, 2008 may continue as provided in this subdivision.
- Subd. 2. ~~Effective July 1, 2008,~~ An educational assistant who is eligible to draw a PERA pension may continue in the group plan until age eligibility for Medicare. The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier.

Section 8. Liability Insurance: As per MN Statute 466.07, the District shall defend and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee provided the employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

ARTICLE VII  
LEAVES OF ABSENCE

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of the administration and members of the Unit to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, questioning, is necessary for the benefit of all concerned. When such action is taken, the Association shall so be informed.

Section 2. Sick Leave:

Subd. 1. All full-time employees shall be credited with twelve (12) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated.

Subd. 2. **Effective July 1, 2012,** Unused sick leave days may accumulate to a maximum credit of one hundred five (105) days of sick leave per employee.

Subd. 3. Doctor or dental appointment may be considered sick leave absence.

Subd. 4. Educational Assistants under contract and employed during summer school or extended school year programs, may use one (1) day of sick leave if necessary. Time used will be deducted on an hourly, pro-rata basis.

Subd. 5. Employees may use sick leave for illness of employee's spouse, children, significant other, siblings, grandparents, step-parents or parents.

Section 3. Maternity Leave:

Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.

Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the educational assistant must provide the estimated start of a physical disability to Human Resources no later than two (2) months prior to the estimated date of delivery. Estimated start and end times can be modified by the physician.

Subd. 3. An employee who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to thirty (30) days. After thirty (30) days, LTD insurance may coordinate.

Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the pro-rata portions of days of personal illness absence time, which is used to supplement Workers Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act shall receive the workers compensation check and have the same amount withheld from earned District compensation.

Section 5. Bereavement Absence: Bereavement leave shall be pro-rated for Title I educational assistants.

Subd. 1. Up to five (5) days bereavement absence with pay will be granted upon the death of an employee's:

- A. Spouse
- B. Child
- C. Parent
- D. In-law of a similar degree of relationship

Subd. 2. Up to three (3) days bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:

- A. Grandparent

- B. Grandchild
- C. Brother
- D. Sister
- E. Or in-law of similar degree of relationship

Subd. 3. One (1) day bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:

- A. Aunt
- B. Uncle
- C. Niece
- D. Nephew
- E. Or in-law of similar degree of relationship

Subd. 4. If an educational assistant has exhausted all accrued personal days in a given school year, he or she may use (1) personal sick day per year to attend the funeral of a person with whom they have a significant relationship.

Subd. 5. When travel is involved, an additional two (2) days may be granted by administration. (Generally, *travel* refers to the need for an overnight stay to reach the site of a service.)

Section 6. Personal Absence: Each member of this Unit who works four (4) or more hours per day shall be granted one (1) hour of personal absence for each one (1) hour of their daily assignment at the beginning of the fiscal year. If an employee is hired or the assignment changes after the beginning of the fiscal year, the rate shall be prorated. Personal Leave may accrue to a maximum amount of (16) sixteen hours. Such absence must be that it requires the personal attention of the employee and scheduling of such is out of control of the employee. The request shall be made at least eighteen (18) hours in advance to the Human Resources office to be approved automatically. In case of emergency, the building principal shall determine whether the day shall be granted or not, retroactively.

Section 7. Extended Leave of Absence.

Subd. 1. Requests for extended leaves of absence for acceptable causes without pay or any supplemental benefits, for a period of up to twelve (12) months, shall be submitted to and subject to recommendation by the Executive Director of Human Resources and Board of Education approval.

Subd. 2. Answers to requests for leave for extended periods will be made, in writing, subject to Board approval at the next regular Board meeting.

Subd. 3. Requests must be submitted in writing and be dated, signed, and shall include reasons for request and approximate duration of the requested leave.

Subd. 4. Answers to written requests for emergency leave shall be given in writing.

Subd. 5. No benefits accrue while on leave.

Subd. 6. An educational assistant who returns from a leave prior to sixty-seven (67) working days will return to the previously held position. An educational assistant who returns from leave after sixty-seven (67) working days shall be assigned to the position occupied by the least senior educational assistants in the individuals sub-group as defined in Article XII, Section 2. Upon return, the educational assistant will be placed on the salary step she/he was on at the time the leave began and all benefits will be reinstated.

Subd. 7. An educational assistant hired to replace an educational assistant on leave shall be on probation for sixty-seven (67) days as defined in Article II, Section 1, of this Agreement. An educational assistant occupying a position in excess of sixty-seven (67) days shall become a member of the Unit and shall achieve seniority in the group for which the educational assistant is employed as defined in Article XIII, Section 2.

Subd. 8. An educational assistant is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.

Subd. 9. An educational assistant on an extended leave of absence must notify Human Resources of their intent to return by March 1<sup>st</sup> for the upcoming school year. If an educational assistant fails to notify Human Resources by March 1<sup>st</sup> of their intent to return, they will be terminated by the Board of Education.

Section 8. Professional Leave: Professional leave is an unpaid leave, which is not limited by Article VII, Section 9. Persons wishing professional leave of absence should make application to the Assistant Superintendent for Human Resources three (3) months in advance of the starting date. The Board of Education will consider each application on the basis of the recommendation of the Assistant Superintendent for Human Resources and contingent upon ability to secure a replacement for the period of time.

Section 9. General Absence Without Pay: Members of this Unit ~~will~~ may be permitted to take one (1) absence without pay of no more than (10) consecutive educational assistant work days only once during the school year. Notice of such absence shall be given to the Human Resources Office two (2) weeks ahead of that absence, except in an emergency. Failure to obtain permission to take time off without pay will result in discipline. A second absence without pay, due to emergency circumstances, can be granted at the discretion of the District.

Section 10. Medical Leave of Absence:

Subd.1. FMLA: Educational Assistants are eligible for FMLA leave only if they satisfy the federal work eligibility requirements. Under federal law employees must have worked 1250 hours the previous school year.

Subd. 2. Unpaid Leave of Absence for the serious illness or injury of an immediate family member: Educational Assistants may request up to a 12 week unpaid, leave of absence in the event of a serious illness or injury in the immediate family. No benefits will accrue during the leave. In order to maintain insurance, employees must pay the full premium during such a leave. For serious personal illness or injury, see Article VI, Section 6, Subd. 3.

Section 11. Lost Time Because of Assault: Reasonable time lost in connection with any incident of attack upon a staff member, not compensable under Worker's Compensation shall not be charged against the staff member's personal illness leave unless he/she is judged guilty by a court of competent jurisdiction.

Section 12. All assaults, blood borne pathogen exposure incidents and any injuries incurred on the job must be reported to the educational assistant's supervisor/principal within 24 hours of the incident. The educational assistant must participate in the completion of "First Report of Injury" form within 24 hours of the incident.

Section 13. Attendance incentive

An employee who as of July 1 (a) ~~qualifies for and is enrolled in the ISD 191 group health care insurance plan,~~ (b) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of ~~April June~~ 15th of the same tax year, and (c) has taken one (1) or less leave days in the ~~365 day measurement period immediately preceding that April 15,~~ current school year shall have sufficient leave days converted at the rate ~~in effect on that April 15 to equal to~~ three hundred seventy five dollars (\$300 \$375) which shall be contributed to an active ISD 191 approved 403(b) plan, sponsored HRA as of July 15th payroll. ~~for use in connection with the ISD 191 group health care insurance plan and applicable law.~~

An employee who as of July 1 (a) ~~qualifies for and is enrolled in the ISD 191 group health care insurance plan,~~ (b) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of ~~April June~~ 15th of the same tax year, and (c) has taken more than 1 leave day up to three (3) leave days in the ~~365 day measurement period immediately preceding that April 15,~~ current school year shall have sufficient leave days converted at the rate of pay ~~in effect on that April 15 to equal to~~ one two hundred and eighty twenty five dollars (\$180 \$225) which shall be contributed to an active ISD 191 approved 403(b) plan, sponsored HRA as of July 15th payroll. ~~for use in connection with the ISD 191 group health care insurance plan and applicable law.~~

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to ~~an HRA a~~ 403(b) contribution.

"Leave days" include all absences except Bereavement, vacation, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2015 the conversion rate for leave days shall be seventy five dollars (\$75) per day.

## ARTICLE VIII HOURS OF SERVICE

Section 1. Basic Work Year: A basic work year shall consist of student contact days plus ~~one~~ two days of preparation. The days of preparation will be scheduled prior to the start of the school year.

Section 2. Extra Hours: Employees required to work more hours or days than anticipated in their annual Master Agreement shall be compensated at their hourly rate. During the course of the school year, any regularly scheduled hours added will be considered contract time. Hours exceeding the number of hours worked on the first workday of the school year will end at the conclusion of the school year. Any hours worked over forty (40) hours per week shall be compensated at one and one-half (1 and 1/2) times their hourly rate. Such compensation shall be authorized in advance by the building principal.

Section 3. Breaks and Lunch: All employees who work at least four (4) hours but less than five (5) hours are entitled to one (1) fifteen-minute break per day. All employees who work at least five (5) hours per day but less than six and a half (6.5) hours are entitled to one (1) twenty-minute break per day. Employees who work six and half (6.5) hours or more hours or more per day are entitled to two (2) fifteen-minute breaks or one (1) thirty-minute break per day. Lunch and breaks are scheduled by the employer. All employees may use their break time for lunch but the break shall not exceed the number of minutes allotted for the employee. Employees, at their discretion, may work one-half hour extra per day for an unpaid lunch break. The portion of lunch that is unpaid is the employee's own time. Employees may leave the building when on unpaid time, provided site sign-out procedures are followed.

Section 4. Emergency Closing:

Subd. 1. If after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, the educational assistant shall be paid for the remainder of the assigned day if that day is not rescheduled as a student contact day.

Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations. When such an announcement is made, employees in the unit are not to report. The first emergency closing day will be forgiven, thereby allowing the total number of duty days to decrease by one day in the school year in which a lost time emergency occurs. If additional closing days occur due to an emergency, which includes inclement weather, employees may use available personal business time to avoid a dock in pay. In the event make up days are required, the educational assistant shall perform duties at their daily rate of pay on the day or days as the School Board or its designated representative shall determine.

## ARTICLE IX JOB POSTING

Section 1. Job vacancies of three (3) hours or more shall be posted in each building, providing all details of job. This posting will state if this position is replacing an educational assistant on leave.

Section 2. Any additional hours available in a building must be posted by building principal so that all educational assistants in that building have an opportunity to apply. Hours added after the first work day as described in Article VIII Section 1 of the Agreement shall be subject to withdrawal by the Administration.

Section 3. Jobs that are so posted will not be filled for at least one (1) week from the date of posting, to allow all interested employees to apply.

Section 4. Seniority, ability, and job performance will be considered in filling posted positions. The educational assistants recognize that the administration shall make the final decision based on these criteria. A senior applicant, within the District, not granted a position, shall be provided in writing the reasoning behind the administrations rejection of said application within a reasonable period of time, with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting. Administration reserves the right of final decision.

ARTICLE X  
MISCELLANEOUS

- Section 1. Pre-employment Physical: ~~Effective July 1, 2008,~~ An applicant applying for a Level 4, SPED assistant position must successfully complete a pre-employment physical. The physical will be conducted following an offer of employment but prior to the actual start of work. The offer of employment may be withdrawn if the applicant is unable to perform the physical requirements of the position.
- Section 2. Physical Examinations: A physician's statement that the employee is able to perform duties is required of all personnel returning from an extended health leave or from an incident covered by Worker's Compensation.
- Section 3. Jury Duty: Employees shall be paid the difference between their regular daily salary and their jury duty if required to serve on jury duty.
- Section 4. Transporting Students: At no time will any educational assistant transport any student in a private vehicle during normal working hours.

ARTICLE XI  
PERFORMANCE REVIEW

- Section 1. Evaluation/Goal Setting: Employees shall conference annually with a supervisor according to District procedures. Performance reviews shall be placed in the employees' personnel files in the Human Resource Office.
- Subd. 1. Contents of personnel files are available to employees during business hours.
- Subd. 2. Employees may attach a signed explanation, rebuttal, or amplification to any materials in the permanent personnel file.
- Subd. 3. Any material in the file may be reproduced at the request of the employee. Cost of reproduction shall be paid by the employee.

ARTICLE XII  
DISCIPLINE

- Section 1. An educational assistant shall be deemed to have had a year of satisfactory service unless that educational assistant has been given notification of substandard performance in writing.
- Section 2. An employee shall not be disciplined without just cause.
- Section 3. The District shall draw an educational assistant's attention to misconduct in the following ways:
- a. Oral 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 or all of the above may be used.
- Section 4. The following information will be provided with notice of disciplinary action:
- a. a review of the rule, regulation, code, policy etc. that defines the expected behavior;
  - b. a description of the inaction or failure of the employee to comply with the expectations, including an outline of previous oral or written reprimands; and
  - c. a reference to the grievance process as defined in the Master Agreement.
- Section 5. All instances of disciplinary action shall be documented, shown to the employee for signature and comment.

- Section 6. The District will notify employees that they may, if they desire, have a representative present at any disciplinary conference.
- Section 7. When any material that does not contain the signature or initials of the educational assistant is placed into the personnel file a copy shall be sent to the educational assistant.

ARTICLE XIII  
SENIORITY/REDUCTION IN STAFF

Section 1. Seniority Date:

- Subd 1. Each employee will accumulate seniority from the first date of continuous hire as an educational assistant. In case of identical seniority dates, the lower employee number shall prevail. The Executive Director of Human Resources will provide the Association negotiators with a copy of the seniority list by February 15th of each year for review. The list will include number of hours worked per day and hourly rate of pay. This list will become official on March 15. The seniority list with names, categories, employment date and seniority dates shall be posted online after March 15th.
- Subd 2. In the event of dual assignment, seniority shall be determined on the basis of the assignment in which the employee spends the most time. In the event time is equally split in two levels, seniority will be based upon the assignment the employee selects at the beginning of the assignment placement. For equally split assignments, the employee shall provide written notification of their selection to the Executive Director of Human Resources within thirty (30) days of the placement. In the absence of any notification, seniority will be based upon the highest pay grade of the equally split assignment.
- Subd 3. Employees may apply for positions in other BAEA groups and, if selected, will carry their seniority from their original BAEA group. Employees who leave the bargaining unit for twelve (12) months or less to take another District position outside BAEA may return to BAEA with no interruption of their seniority. If a classified district employee becomes part of the BAEA, their accrued sick leave and holiday pay from the previous unit will be carried over into the BAEA up to the maximum accrual amount for the position assumed, provided the bargaining unit they leave has reciprocal language with the BAEA.
- Subd 4. Seniority shall accumulate if an employee is reinstated off of the preferential hiring list, following a reduction in the work force.

Section 2. For the purpose of seniority for reduction in force, employees will be divided into the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)
- ~~Level 4, Tech~~

Level 3 Descriptions

- Level 3, Support

Level 2 Descriptions

- Level 2, Support

Section 3. In the event of a reduction in the work force in one of the above levels, the displaced person will be placed in an equivalent (same level, same description, same number of hours) open position, if any. If there is not an equivalent open position, the employee will bump the least senior person (same level, same description, same number of hours) in that description or accept the layoff. If the person displaced by the first person is not the least senior in the appropriate job description, he/she will bump the least senior person, in that description regardless of the number of hours with the following exceptions:

Level 4, Media Education Assistant who is laid off can bump the least senior Level 4, Media Education Assistant, and if none, then bump the least senior Level 2, Support educational assistant.

Section 4. If, because of a reduction in work force, reassignments are necessary, the employer shall develop with the employee reassigned retraining appropriate for the new position.

Section 5. In the event replacement and/or displacement of educational assistants is necessary due to a reduction in the work force, the Association shall be represented at a meeting with the Human Resources Office prior to the affected educational assistants being notified to determine the final outcome of the procedures.

Section 6. All educational assistants who are to be terminated or reduced in hours will be notified in writing by the last student contact day of each and every year. Those who retain their status will be entitled to the number of hours they were assigned the first work day of the current school year, even though maintaining those hours may require service in more than one (1) department or school. Level 4, SPED EA's assigned to a 1 on 1, whose student leaves the District, may be laid off after 15 working days notice, according to seniority, during the school year. But any EA who is laid off as a result of this paragraph will be recalled first to any open position in their level.

Section 7. The District shall establish a preferential hiring list including all educational assistants who have been terminated due to a reduction in work force or reduced in hours. Employees will be placed and rehired from the specific preferential hiring list grouping based on the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)
- Level 4, Tech

Level 3 Descriptions

- Level 3, Support

Level 2 Descriptions

- Level 2, Support

Section 8 Educational assistants terminated due to a reduction in work force or are reduced in hours, shall remain on a preferential hiring list until June 30th of the following fiscal year. An open position will be awarded to an applicant on the preferential hiring list who applies for the position with the highest seniority within the job description.

ARTICLE XIV  
RETIREMENT

Members of the unit who selected Plan A prior to July 1, 1998 are committed to that plan. All employees hired after July 1, 1998 are only eligible for Plan B.

Section 1. Plan A: Employees with at least ten (10) years of service shall receive a one (1) time lump sum payment of \$750.00. Employees terminated for cause shall not be eligible for severance pay. Severance pay shall not apply to any educational assistant hired after July 1, 1988.

Section 2. Plan B:

Subd. 1. A District match to a 403b plan is available to members of the unit hired on or after July 1, 1988 who are beginning their ~~fourth~~ third (4<sup>th</sup> 3rd) year of work in the District at .5 F.T.E. or more.

Subd. 2. Commencing July 1, 2012, The District shall match up to \$600 (six hundred dollars) per school year of the employee's contribution to the 403(b) plan. Effective July 1, 2014, the District shall match up to \$700 (seven hundred dollars) per school year of the employee's contribution to the 403(b) plan. Effective July 1, 2016, the District shall match up \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.

- Subd 3. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 4. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 5. Maximum District Contribution: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

ARTICLE XV  
GRIEVANCE PROCEDURE

- Section 1. A claim by an employee of the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- Section 2. Level I. In the event that an employee or the Association believes there is a basis for a grievance, a written grievance shall be filed with the HR Director within one month of the time the grievant knew of the alleged grievance.
- Section 3. Level II: The HR Director may take up the grievance or choose to refer the grievance back to the supervisor or principal in the department or school from which the grievance arose.
- Section 4. If not resolved in discussions with the Association, the HR Director will provide the Association with a written response to the grievance.
- Section 5. If the Association does not agree with the written response, it may request arbitration of the grievance. To be timely, this written request to arbitrate must be given to the HR Director within one month of the HR Director's written response, or if no written response is provided, within four months of the date of the filing of the original grievance.
- Section 6. The dispute will be submitted to an arbitrator, selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the B.M.S., in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.
- Section 7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- Section 8. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of their participation in this grievance procedure.
- Section 9. When mutually agreed, grievance may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

DURATION

- Section 1. Term and Reopening Negotiations: This Agreement will remain in effect for a period commencing July 1, 2013, through June 30, 2015, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it will give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.
- Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees.
- Section 3. Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Educational Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.

2. Notwithstanding the collective bargaining agreement Article V, Section 5, the following Educational Assistants shall receive longevity pay at the rate of \$ .47 per hour for the period from July 1, 2013 through June 30, 2014.

YVONNE M BAKER

SARAH BURRILL

MELANIE A BUTORAC

JACQUELINE CALLAHAN

SHERYL L DROEGE

JOLENE KUMP

POLLY G MACDONALD

REBECCA A MUESKE

ERIC D PULLEY

JACK R TILLMAN

RUTHANN WHITE

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2014.

\_\_\_\_\_  
Union Representative Chair

\_\_\_\_\_  
Employee Representative Clerk

Dated: \_\_\_\_\_ 2016

Dated: \_\_\_\_\_ 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Educational Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. Notwithstanding the collective bargaining agreement Article V, Section 2, the following educational assistants shall receive pay at the rate of \$18.80 per hour starting July 1, 2015. This shall continue until their pay is within the wage range of the BAEA job description they are working in. This does not include any differentials in the contract that they might be eligible for.

LANDMARK, SHARON K  
ROBLES, MICHELLE R  
SEXTON, MARCIA

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

Union Representative Chair \_\_\_\_\_

Employee Representative \_\_\_\_\_

Dated: \_\_\_\_\_ 2016

Dated: \_\_\_\_\_ 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Association of Education Assistants (hereinafter referred to as the Union), representing the Education Assistants of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
- 2. Understanding the process for determining ESY eligibility and the commitment for student participation in ESY, it is difficult for the district to accurately project the exact number of students who will be enrolled in the ESY program. In order to ensure adequate staffing of paraprofessionals for the special education extended school year program (ESY) and a fair and equitable staffing process will be followed.

In planning and preparing for the ESY program the following processes and procedures will be implemented related to the use of paraprofessional support:

- 1. Two types of positions will be posted: one with guaranteed hours during the entire ESY program and one with flexible/floating hours to be based on student daily attendance.
- 2. If the paraprofessional with guaranteed hours has no students to work with he/she will work on other projects that support special education programs/services.
- 3. If a floater comes in to the ESY location to work and is notified their services are not needed he/she will be paid one hour of wages.
- 4. This plan will be in place unless changes are communicated to the BAEA ahead of time.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

Union Representative Chair	Employer Representative
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Dated: _____ 2016	Dated: _____ 2016
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Association of Education Assistants (hereinafter referred to as the Union), representing the Education Assistants of the School District as follows:

- 3. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
- 4. The intent of this MOU is to avoid any unforeseeable penalties under the Health Care Reform Act. If faced with a pending fine, the district may improve the health care coverage for one or more individuals within the Union according to paragraph three (3) of this MOU.
- 5. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

\_\_\_\_\_  
Union Representative Chair

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2016

Dated: \_\_\_\_\_ 2016

## Appendix A

### Description of Special Education Settings

Management Educational Assistants work with students with disabilities that receive special education services. Students have disabilities that range from mild to severe. Students with more significant disabilities and those with low incident disabilities are educated in specialized, site-based programs. Educational Assistants that work in these programs are often asked to assist students with personal hygiene and activities of daily living. They may be required to diaper, feed, lift, and position students. They may be asked to work with students with volatile behaviors and may have an increased risk of personal injury. They may be required to have specialized skills in Braille or sign language.

Federal Setting definitions are as follows:

#### Setting I Regular Class

The student receives the majority of special education and related services in a general education classroom and is outside the general education classroom (or in the resource room) for no more than 21% of the school day. Home school is considered a general education setting.

#### Setting II Resource Room

The student receives special education and related services in a resource room outside the general education classroom for at least 21% but not more than 60% of the school day.

#### Setting III Separate Class

The student receives special education and related services in a separate class outside of the general education classroom for more than 60% of the school day.

#### Setting IV Public Separate Day School

The student receives special education and related services in a separate day school facility for greater than 50% of the school day.

The District has the following site-based programs. The District may add or eliminate site-based programs as needed. The location of these programs may change over time.

#### Early Childhood Special Education

Setting IV EBD

Setting III EBD

Setting III Autism

Setting III Developmental Cognitive Delay Program (formerly known as MSMI and MSMI Plus)

Setting III Neurobiological Disorders Program

## Appendix B

### Definition of Elementary and Secondary

The terms elementary and secondary as used within the contract shall be defined as programs/grades housed within the following buildings.

Elementary: ECSE; Rahn, Sioux Trail, William Byrne, Sky Oaks, Gideon Pond, Vista View, Ed. Neill, MW Savage, Hidden Valley, and Harriet Bishop.

Secondary: BAHS, BHS, BEST, Metcalf, Nicollet, and Eagle Ridge.

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

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AGENDA ITEM: III.F.

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Stacey Sovine  
Executive Director of Human Resources

Date: February 25, 2016

RE: **PROPOSED REVISIONS IN THE 2015 - 2017 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE FOOD SERVICES ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2015-2017 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE FOOD SERVICES ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

Negotiators for the Burnsville Food Services Association including Chief Negotiator, Laurie Stammer SEIU, Deborah Jackson, Stacy Harrison, Rhonda Tomoson, Karra Hartog, Polly Burns, and Marie May met with representatives from the District to negotiate a two year agreement. Members of the District team included Stacey Sovine and Tiffany Weiler. The parties began negotiating on June 30, 2015 and reached a tentative agreement on November 20, 2015. Food Service members voted on February 3, 2016.

Highlights of the Agreement include:

- Updating titles on food certifications and reimbursement reimbursements
- Updated insurance language to reflect current plan and call out HRA contribution.
- Modified attendance incentive to avoid ACA issues.
- Included language to streamline union registration
- Clarifying language on summer staffing reimbursement.
- Provided opportunity to exhaust sick leave for non LTD eligible employees
- Work year language
- Language around probationary status and layoffs
- Summer program language for subs
- Change to 403(b) contribution.
- 2 year increased cost \$144,000
- MSBA 2 year package increase 5.86%

Attachments:

Draft with mark-up of Language Changes

**MASTER AGREEMENT**

**~~2013-2015~~ - 2017**

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

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284  
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS**

2013-2015 - 2017

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## ARTICLE I

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Food Service Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for Food Service Employees during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for Food Service Employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: supervisory employees, part-time employees whose services do not exceed thirty – five percent (35%) of the normal work week, temporary, including substitute or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees. Included in the Unit are all Food Service Manager, Food Service Assistant Manager, and Food Service Associates. A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

## ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

## ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or

compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Dues Check Off: All employees covered by this Agreement who are members of the exclusive representative shall have dues established by the exclusive representative deducted from their first full month's pay, and each month while employed thereafter, and such amounts shall be forwarded to the exclusive representative. With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.

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

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

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

Section 5. Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement, and date of employment.

## ARTICLE VI COMPENSATION

Section 1. Rates of Pay:

**2013-2014 2015-2016**

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.10	\$ 15.25	\$ 17.30
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 17.35	\$ 18.25	\$ 19.55
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.65	\$ 22.65	\$ 23.65

**2014-2015 2016-2017**

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.20	\$ 15.25	\$ 17.60
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 17.45	\$ 18.25	\$ 19.85
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.75	\$ 22.65	\$ 23.95

If a school exceeds an average of 500 daily participation meals over 20 consecutive student contact days the manager will earn \$.50 per hour in addition to the hourly rate listed for the Cook Manager beginning the 21st day. If the average falls below 500 daily participation meals over 20 consecutive student contact days, the manager shall no longer earn the \$.50 per hour on the 21st day. In both instances, it is the responsibility of the cook manager to draw attention to the threshold change within five working days.

The Food Service Manager at the high school will earn \$1.25 per hour in addition to the hourly rate listed for the Food Service Manager.

Section 2. All contracted food-service employees will be paid over 24 pay periods (9/15-8/30).

Section 3. Employees who attain and maintain School Nutrition Association Certification Level I, shall receive ~~\$.35~~ **\$.45** per hour above schedule. Employees who attain and maintain Level II School Nutrition Association Certification shall receive ~~\$0.60~~ **\$.70** per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level III shall receive ~~\$.75~~ **\$.85** per hour above schedule. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or his/her designee will inform new employees of training opportunities.

Section 4. Other Food Service Classes: All employees shall be required to ~~attend~~ **complete** a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent and become certified and maintain certification at level I. ~~with tuition paid by the District.~~ New employees must ~~attend~~ **complete the course** within the first ninety (90) working days of their employment. ~~New employees who do not complete their probationary period shall have their final paycheck from the District deducted to reflect the District's tuition payments for these classes. Employees shall be reimbursed up to \$75.00 per year for food service classes, certification renewal, SNA/MSA Membership fees and any other continuing education expenses germane to their assignment. Employees shall have SNA/MSNA Membership rights and SNA certification renewal fees covered through the district at no cost to the employee. Managers shall have the MN Food Service Manager Certificate renewal fee covered through the district at no cost to the employee. All costs for classes, initial certifications, and initial licenses are the responsibility of the employee.~~ Compensation for additional course work shall be at the Food Service Director discretion.

Section 5. Longevity Pay: Effective July 1, 2013, employees with five (5) years of District service in the unit shall receive an additional \$.25 per hour above base rate for the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.50 per hour above base rate for the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$.75 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Effective July 1, 2014, employees with five (5) years of District service in the unit shall receive an additional \$.50 per hour above base rate for the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.75 per hour above base rate for the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$1.00 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by January 1st of the current calendar year.

Section 7. Temporary Salary Increments: Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Food Service Manager or Food Service Assistant Manager on a temporary basis shall receive the higher rate of pay for all work performed in the higher paying classification provided they work the entire shift at a higher level.

Employees who work in a temporary assignment for at least 30 consecutive days will earn pay and leave accrual of that position for the

period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employees regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

## ARTICLE VII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for insurance.

- Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. and the in-network deductible equals the in-network out-of-pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. and the in-network deductible equals the in-network out-of-pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 3. Dental Insurance:

- Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs 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. However the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. 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. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. 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.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

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.

## ARTICLE VIII LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.

Section 2. Sick Leave Absence:

- Subd. 1. All Food Service Employees shall earn sick leave absence at the rate of one (1) day for each month of service in the employ of the School District for a total of ten (10) days per year.
- Subd. 2. Unused sick leave absence days may accumulate to a maximum credit of ~~eighty five (85)~~ **ninety (90)** days of sick leave absence per employee.
- Subd. 3. Sick leave absence with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days.
- Subd. 4. Sick leave absence allowed shall be deducted from the accrued sick leave absence upon submission of proper form.
- ~~Subd. 5. Doctor and dental appointments are permissible after 1:00 p.m. if the Food Services Director is notified prior to the event. Exceptions may be made for emergencies.~~
- Subd. 5. Sick leave absence pay shall equal the current rate being paid or at the scheduled rate if absence is needed at the beginning of the work year.
- Subd. 6. At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.

Section 3. Worker's Compensation:

- Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.

- Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

- Subd. 1. After an absence of thirty (30) contracted days, application for Long Term Disability benefits will be made. In the event the employee is eligible for LTD, they may use accumulated sick leave on a fractional basis to supplement LTD for a maximum of 30 fractional days. An employee who is not eligible for Long Term Disability Benefits but provides medical documentation from a doctor indicating the serious illness / injury and the anticipated return date, may use their accumulated sick leave until it is exhausted, the employee returns to work, or 60 working days expires, whichever comes first.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave according to the prorata portion of days of personal illness absence time which is used to supplement LTD.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness and/or hospitalization of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.

Section 7. 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 or former guardians, significant other, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.
- Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.
- Subd. 3. Up to three (3) days shall be granted by administration for bereavement for aunt, uncle, nephew, niece.

Section 8. Leave of Absence:

- Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.
- Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.
- Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.

- Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.
- Subd. 5. Holidays that fall during leaves do not qualify for compensation.
- Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.
- Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.
- Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 9. Personal Absence: After completion of probationary period, employees earn (1) personal leave day per year. Personal days may accrue to a maximum of (2) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

Section 10. An employee who as of July 1 (a) ~~qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b)~~ has accumulated leave time in excess of three hundred and sixty (360) hours determined as of ~~April June~~ 15th of the same tax year, and (c) has taken one (1) or less leave days in the ~~365 day measurement period immediately preceding that April 15, current school year~~ shall have sufficient leave days converted at the rate ~~in effect on that April 15 to~~ equal ~~to~~ three hundred dollars (\$300) which shall be contributed to an ~~active ISD 191 approved 403(b) plan, sponsored HRA~~ as of July ~~15th payroll, for use in connection with the ISD 191 group health care insurance plan and applicable law.~~

An employee who as of July 1 (a) ~~qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b)~~ has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of ~~April June~~ 15th of the same tax year, and (c) has taken more than 1 leave day up to three (3) leave days in the ~~365 day measurement period immediately preceding that April 15, current school year~~ shall have sufficient leave days converted at the rate of pay ~~in effect on that April 15 to~~ equal ~~to~~ one hundred and eighty dollars (\$180) which shall be contributed to an ~~active ISD 191 approved 403(b) plan, sponsored HRA~~ as of July ~~15th payroll, for use in connection with the ISD 191 group health care insurance plan and applicable law.~~

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to ~~an HRA a 403(b)~~ contribution.

“Leave days” include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2014 the conversion rate for leave days shall be sixty dollars (\$60) per day.

## ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

- Subd. 1. Food Service Employees are employed on an hourly basis. Regular hours of work are to be determined by the Director of Food Services.
- Subd. 2. Break Time: Employees who work four (4) or more hours per day shall receive a 15 minute paid break.

- Subd. 3. Regular hours of work shall include actual hours worked and one-half (1/2) hour paid lunch period for all employees who work at least (6) hours per day. Those who work less than six (6) hours per day must eat lunch on their own time.
- Subd. 4. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.
- Subd. 5. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

Section 4: Work Year:

- Subd 1. The Food Service Employees' work year shall correspond with the official school calendar, **plus two (2) any workshop** days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. **Up to one half (1/2) day of the workshop days prior to opening of school shall be district wide workshop for all Food Service Employees.** Additional workshop days may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop days are scheduled.
- Subd 2. This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement.
- Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.

Section 5. Overtime Hours:

- Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate of one and a half the hourly rate.
- Subd. 2. Time worked after the employees' normal shifts terminates for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime of one and a half the hourly rate for all employees who work such events.
  - a. Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee.
  - b. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee.
  - c. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days notice prior to the event will be given.
- Subd. 3. The Food Service Director's approval must be given prior to working overtime.
- Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

**ARTICLE X HOLIDAYS**

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following seven (7) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Years Day, Memorial Day. Employee's working the summer program shall receive July 4<sup>th</sup> as an additional Holiday.

Section 2. Eligibility: To be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on a paid excused leave or absence pursuant to this Agreement.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

## ARTICLE XI EMERGENCY CLOSING

### Section 1. Emergency Closing:

- Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.
- Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, cooks are not to report. The first emergency closing day will be paid. If a second closing day occurs due to an emergency, which includes inclement weather, food service employees may use a personal business day for such absence beyond their control. The first announcement shall be requested to be made by 6:30 a.m.
- Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Food Service Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, cooks are not to report and will not be paid unless the call back provision is implemented.

## ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Food Service Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Food Service Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of ~~three (3)~~ two (2) hours.

### Section 3. Job Posting:

- Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of five working days. Kitchen managers will forward information to all employees at each site. Internal applicants for assistant ~~cook~~ Food Service Manager and Food Service Manager shall receive interviews
- Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of five (5) workdays. The posting shall include the position, job description, hours, and location of the job.
- Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision.
- Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of ~~sixty-seven (67)~~ ninety (90) days. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees may self-select to return to their previous held classification with notice prior to the end of ninety (90) days. Employees returning to a previously held classification and hours need not serve a new probationary period.
- Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.
- Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.
- Subd. 7. The union steward(s) shall also be notified of all staffing changes and changes to hours. The Steward shall keep the information confidential.
- ~~Subd. 8. If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful Food Service Manager candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at whose building the program is housed. The successful candidate will receive elementary Food Service Manager pay + any differential or their current rate, whichever is higher. If additional staff is needed, they shall be paid at the Food Service Associate~~

lane and their current step of pay + any differential. The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

- Sub. 1. New employees will be reimbursed for uniform expenses upon completion of the ~~67 working days~~ probationary period.
- Sub. 2. Effective July 1, ~~2015~~, the District will provide an annual uniform allowance of \$170.00 for all ~~active returning~~ Food Service Employees who are members of this Unit ~~on September 15. (Payment will be made on or about September 15.)~~

Section 8. Termination of Employment:

- Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.
- Subd 2. Termination of Employment (Involuntary)
  - a) Probationary Employees: All employees who have worked for less than ~~sixty-seven (67)~~ ~~ninety (90)~~ days are considered probationary employees and can be dismissed by administration.
  - b) Regular, contracted Employees: All employees who have worked sixty-~~seven (67)~~ ~~ninety (90)~~ days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.
- Subd. 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:
  - a) Letter of Reprimand
  - b) Letter of Deficiency
  - c) Suspension
  - d) Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks notice, or pay in lieu thereof.

- Subd 1. Bumping in Lay-Off: Employees laid off in one classification shall be permitted to bump any less senior employee in any other classification in the School District provided they are able to perform the work. If there are no less senior employees in the same classification, they may bump the least senior person in the next lower classification. Employees moving in a new classification shall be on a probationary status for sixty-seven (67) ~~ninety (90) days.~~ In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any level based on the employee's seniority pursuant to Section 10 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by level shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same level or successively lower levels. A junior employee may not displace a senior employee.

- Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11. Reduction of Hours: In reducing employees hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year.

Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

Section 12. FOOD SERVICE RETIREMENT TRUST (403B PLAN): The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.

Plan A:

- Subd 1. ELIGIBILITY: Employees who were members of the unit prior to April 18, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.

- Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.

- Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.

Plan B:

- Subd 1. ELIGIBILITY: A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4<sup>th</sup>) year of work in the District at .5 FTE or more. Employees hired on or after April 19<sup>th</sup>, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.

- Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 3. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 4. AMOUNT OF MATCHING CONTRIBUTION: Commencing July 1, 2014 2015, the District shall match up to \$650 \$700 (six seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.
- Subd 5. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

**Section 13. SUMMER PROGRAM**

- Subd 1 If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful Food Service Manager candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at whose building the program is housed. The successful candidate will receive elementary base Food Service Manager pay + any differential or their current rate, whichever is higher. Benefits do not accrue during summer hours.
- Subd 2 If additional staff is needed, they shall be paid at the Food Service Associate lane and their current step of pay + any differential.
- Subd 3 Subs shall be paid at the rate established by the District. Effective July 1, 2015, if a Food Service Associate subs, they shall be paid on the Food Service Associate lane according to the step they were on during the school year that just completed. If a Food Service Manager subs for another Food Service Manager, they shall be paid on the Food Service Manager lane according to the step they were on during the school year that just completed.
- Subd 4 The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

**ARTICLE XIII  
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 Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion 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 for 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 for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall respond, in writing, within fifteen (15) working days after the meeting.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director for Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after 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) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, 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 a Union representative either join or represent her at any level at the employee's discretion.

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 the agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

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

Section 9. When mutually agreed, grievances may be heard during the school day. The District 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 at Level II.

#### **ARTICLE XIV SENIORITY**

Section 1. Definition Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval. Upon request, the union steward will be provided with a seniority list.

#### **ARTICLE XV DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2013 2015~~, through June 30, ~~2015 2017~~, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

#### **Master Agreement**

**~~2013-2015 - 2017~~**

**Board of Education**

**Independent School District 191**

**And**

**Service Employees International Union Local 284**

**Food Service Employees**

FOR: School Service Employees

FOR: Independent School District 191

\_\_\_\_\_  
Contract Organizer

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284  
450 Southview Blvd.  
South St. Paul, MN 55075-2395

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2015

Dated: \_\_\_\_\_ 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. The parties agree with respect to health coverage subject to Affordable Health Care Act, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284  
450 Southview Blvd.  
South St. Paul, MN 55075-2395

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2015

Dated: \_\_\_\_\_ 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
- 2. This MOU applies to the following employees as indicated:

Catherine Quinn

- 3. The Union and the District agree on the formation of a temporary Production Manager position at Burnsville High School, in lieu of an Assistant Cook Manager, with the identified employee as the sole holder of this position.
- 4. Notwithstanding the collective bargaining agreement Article VI, Section 1, the identified employee shall be eligible for Step 3 Cook Manager (Secondary-BHS) while she retains the Production Manager position.
- 5. Quinn will remain the Production Manager unless she resigns, applies for and is accepted to a different position, or is removed for cause. The temporary Production Manager position will remain in effect only as long as Quinn occupies the position. Once the Production Manager position is vacated, an Assistant Cook Manager position will be posted and reinstated at BHS.
- 6. The identified employee shall retain the amount of hours, days, seniority placement, level and benefits that are in effect one day prior to the effective date of the MOU while she holds the Production Manager position.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2015.

SEIU LOCAL 284  
450 Southview Blvd.  
South St. Paul, MN 55075-2395

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2015

Dated: \_\_\_\_\_ 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. The District will offer annually a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course if a minimum of 20 people register at the time the classes are offered.
3. The Union and the District agree that the time employees attend the training is voluntary and unpaid.
4. The Union and the District agree that the employee needs to attend the full training to become certified and that make-up sessions will not be offered.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284  
450 Southview Blvd.  
South St. Paul, MN 55075-2395

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2015

Dated: \_\_\_\_\_ 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. The Union and the District agree that Mary Weingartz shall receive a one (1) time payment of \$125.00.
3. The Union and the District agree that all disputes prior to July 1, 2015 regarding summer pay can no longer be grieved.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

SEIU LOCAL 284  
450 Southview Blvd.  
South St. Paul, MN 55075-2395

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2015

Dated: \_\_\_\_\_ 2015

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

---

AGENDA ITEM: III.G.

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Stacey Sovine  
Executive Director of Human Resources

Date: February 25, 2016

RE: **Collective Bargaining Agreement with Operations and Maintenance Supervisors**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2015-2017 MASTER AGREEMENT WITH THE OPERATIONS AND MAINTENANCE SUPERVISORS**

District and Union members reached a tentative agreement on February 8, 2016. There are three Operations Supervisors. These employees supervise areas under Operations, Properties and Transportation to ensure our buildings, grounds, equipment are clean, safe, and well maintained. The following agreement will be in place from July 1, 2015 through June 30, 2017.

**The major language items agreed upon in the tentative agreement include:**

- Updated medical insurance language to reflect current plan and to call out HRA contribution
- Updated wellness language to avoid ACA issues
- Include language to recognize boiler certifications.
- Eliminated dated language

**Economic terms agreed to include:**

Total

- 2 year increased cost \$13,000
- Increase on the salary schedule is 2% each year
- MSBA 2 year package increase is 3.82%

**EMPLOYMENT AGREEMENT**  
July 1, **2013 2015** - June 30, **2015 2017**

**BOARD OF EDUCATION  
DISTRICT 191  
AND  
OPERATIONS AND MAINTENANCE SUPERVISORS**

## **PREAMBLE**

This agreement, entered into on the 1st day of July 2013 between Independent School District 191 and the Operations and Maintenance Supervisors, hereinafter called the Association.

## **ARTICLE I - PURPOSE**

The School District and the Association agree that the purpose for entering into this Agreement is to:

- Section 1. Establish the foundation for an effective and productive relationship.
- Section 2. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this contract.
- Section 3. Place in written form the agreed-upon "terms and conditions" of employment for the duration of this Agreement.

## **ARTICLE II - RECOGNITION**

- Section 1. The employer recognizes the Association as the exclusive representative, under Minnesota Statutes, Section 179.71, Subd. 3, for all Operations and Maintenance Supervisors in the Buildings and Grounds Department of Independent School District 191, Burnsville, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential employees and all other employees. The unit is made up of supervisory employees as defined in PELRA.
- Section 2. In the event the employer and the Association are unable to agree as to the inclusion or exclusion of a present, new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE III - DEFINITIONS**

- Section 1. Terms and conditions of employment shall, hereinafter in the Agreement, mean the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of employees, subject to the provisions of PELRA of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this contract.
- Section 2. Employee shall, hereinafter in the Agreement, mean personnel included within the appropriate unit established by Article II, Section 1, and covered by this Agreement.
- Section 3. School District shall, hereinafter in the Agreement, mean Independent School District 191, or its designated representative.
- Section 4. Superintendent shall, hereinafter in the Agreement, mean the Superintendent of Independent School District 191 or a designated representative.

## **ARTICLE IV - SCHOOL DISTRICT RIGHTS**

- Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and confer on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the school District, its overall budget, utilization of technology, the organizational structure, and section and direction and number of personnel.
- Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide education and opportunity for the students of the School District.
- Section 3. Effect of Laws, Rules and Regulations: The Association recognizes the right, obligation and duty of the School District

and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws. Any provision of this Agreement found to be in violation of any such laws rules, regulations, directives or order shall be null and void and without force and effect.

**ARTICLE V - ASSOCIATION RIGHTS**

- Section 1. Dues Deduction: Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of the Association membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.
- Section 2. Right to join: Employees shall have the right to join the Association and the right not to join the Association.
- Section 3. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

**ARTICLE VI - COMPENSATION**

Section 1. Salary Schedule: Effective July 1, 2015, through June 30, 2017, and until a successor Agreement is reached, annual salaries will be as follows:

	<u>2015-2016</u>	<u>2016-2017</u>
<b>Operations Supervisors</b>	\$ 64,050	\$ 65,330

- Section 2. Longevity: Effective July 1, 2010 Operation and Maintenance Supervisors that have completed ten (10) years of District service are eligible for a \$1,000 stipend; after twenty (20) years, an additional \$1,000 stipend.
- Section 3. Mileage: Reimbursement, on job-related activities according to District policy, will be paid upon submission of proper forms.
- Section 4. Performance Incentive Pay: Effective July 1, 2013 through June 30, 2015, Operation and Maintenance Supervisors who successfully complete a series of (7) training sessions on selected supervisory/managerial topics and implement the strategies will receive \$500.00 in each year of the contract. Effective July 1, 2015, members of the unit shall receive an annual stipend of \$500 for a 1<sup>st</sup> Class Boiler's License or \$1,000 for a Chief Boiler's License. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.
- Section 5. Effective July 1, 2013, the B shift supervisor shall receive \$1,500 annually prorated according to period of assignment. This amount is above the daily rate of pay and is not included in any other daily rate of pay calculations.

**ARTICLE VII - PAID ABSENCES**

- Section 1. Sick Leave: All employees shall be credited with thirteen (13) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated. Day shall be defined as the employee's normal workday.
  - Subd. 1. Sick leave may be used only in cases of necessity when the employee is unable to perform job duties and responsibilities because of illness or injury.
  - Subd. 2. Earned sick leave, which is unused, may be accumulated to a maximum of one hundred five (105) days.

- Subd. 3. Doctor or dental appointment may be considered sick leave absence.
  - Subd. 4. Employees may use sick leave for serious illness of employee's spouse, children, significant other or parents.
- Section 2. Bereavement: Employees may be absent to a maximum of three (3) normal work days for each occurrence, if necessary, to attend and make arrangements in the event of a death in the employee's immediate family. A maximum of two (2) additional days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.
- Subd. 1. Immediate family shall be defined as the employee's parents or former guardian, spouse, parents of spouse, brother or sister and in-laws of a similar degree, children, son-in-law, daughter-in-law, grandchildren, grandparents of employee or spouse, or a dependent living in the immediate household.
- Section 3. Personal Business Absence: Full-time employees may be granted a maximum of two (2) normal workdays per year to conduct personal business, which cannot otherwise be performed outside of the normal workday. Such days are cumulative to three (3) days.
- Subd. 1. Examples of the use of this absence are court appearance, estate settlements, and funerals not covered by Section 2 of this Article.
  - Subd. 2. Employees using this absence shall notify the Director of Operations at least twenty-four (24) hours in advance of the absence, except in the event of an emergency.
- Section 4. Jury Duty: An employee required to appear for jury duty will be paid the difference between the employee's daily income and jury duty fees, excluding mileage and expenses, for day(s) on which the employee is at the court site. The employee is required to provide a signed attendance form from the court before payment for jury duty.
- Subd. 1. Employees selected for jury duty shall notify the Director of Operations as soon a practicable after being notified of their selection.
  - Subd. 2. Employees shall report for work on the normal workday immediately prior to and the workday immediately following the last day of jury duty.
  - Subd. 3. Employees shall notify their supervisor when they are available for duty after completing jury duty.
- Section 5. Professional Absence: Employees may be allowed to attend professional meetings and other activities of a professional nature with full pay. Wherein employees attend meetings on behalf of the District and upon the instruction of Central Administration, expenses shall be paid by the District. Such authorization should be obtained ahead of time. Wherein Employees attend meetings or visitations, etc., of a professional nature at the expense of the School District, a written report, suitable for publication or distribution among the staff, is expected, so that all may benefit from the professional experience.
- Section 6. Injury on Duty.
- Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and the employee's daily income to the extent of the employee's accumulated sick leave.
  - Subd. 2. Employees not electing to supplement Workers' Compensation benefits by a sick leave deduction shall receive only the Workers' Compensation benefit and shall not be deducted sick leave for the period of absence.
  - Subd. 3. In no event shall the additional compensation paid to the employee, by virtue of the sick leave deduction, result in the payment of a total daily, weekly or monthly compensation that exceeds the normal income of the employee.

Section 7. Attendance incentive.

An employee who as of July 1 (a) ~~qualifies for and is enrolled in the ISD 191 group health care insurance plan,~~ (b) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of ~~April June~~ 15th of the same tax year, and (c) has taken one (1) or less leave days in the ~~365 day measurement period immediately preceding that April 15, current school year~~ shall have sufficient leave days converted at the rate ~~in effect on that April 15 to equal to~~ ~~three five~~ hundred ~~seventy five~~ dollars ~~(\$375 \$500)~~ which shall be contributed to an ~~active ISD 191 approved 403(b) plan, sponsored HRA~~ as of July ~~15th payroll, for use in connection with the ISD 191 group health care insurance plan and applicable law.~~

An employee who as of July 1 (a) ~~qualifies for and is enrolled in the ISD 191 group health care insurance plan,~~ (b) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of ~~April June~~ 15th of the same tax year, and (c) has taken more than 1 leave day up to three (3) leave days in the ~~365 day measurement period immediately preceding that April 15, current school year~~ shall have sufficient leave days converted at the rate of pay ~~in effect on that April 15 to equal to two three~~ hundred and ~~twenty five~~ dollars ~~(\$225 \$300)~~ which shall be contributed to an ~~active ISD 191 approved 403(b) plan, sponsored HRA~~ as of July ~~15th payroll, for use in connection with the ISD 191 group health care insurance plan and applicable law.~~

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to ~~an HRA a 403(b)~~ contribution.

~~“Leave days” include all absences except Bereavement, vacation, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.~~

~~Effective July 1, 2015 the conversion rate for leave days shall be one hundred dollars (\$100) per day.~~

## ARTICLE VIII - GROUP INSURANCE

### Section 1. Health and Hospitalization

- Subd. 1. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls ~~in~~ the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby ~~\$1,000 annually shall be redirected by the district to the HRA, and the in-network deductible equals the in-network out of pocket maximum.~~ The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd. 2. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby ~~\$2,000 annually shall be redirected by the district to the HRA, and the in-network deductible equals the in-network out of pocket maximum.~~ The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd. 3. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

### Section 2. Dental:

- Subd. 1. The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll

before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 3. Long-term Disability: During the term of this Agreement, the School District shall contribute the monthly premium cost, on behalf of eligible and enrolled full time employees of the group income protection plan, adopted by the School District.

Section 4. Life Insurance:

Subd. 1. The School District will provide \$50,000 term life insurance for each employee.

Subd. 2. Pursuant to the terms of the policy purchased by the District, unit members will purchase through payroll deduction an additional \$100,000 in term life insurance.

Section 5. Duration of Coverage:

Subd. 1. Full-time employees who are employed for a normal work year shall be covered by the insurance programs established by this Article of the period defined as the policy year.

Subd. 2. Upon separation from employment, all School District contributions shall cease as of the employee's last paid work day except as otherwise provided in this agreement.

Section 6. Eligibility: To be eligible to participate in the insurance programs established by this Article, an employee must be scheduled to a normal work week of twenty (20) hours or more.

Section 7. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A Board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans:

Subd. 1: Tax-sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Operation and Maintenance Supervisors. 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.

Subd. 2. Effect July 1, 2013, the District will match up to \$1,500 \$2,250 per year to an approved Minnesota deferred compensation program. The District will authorize up to \$1,500 \$2,250 salary reduction per year payable to a Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the district approved program.

#### ARTICLE IX - HOLIDAYS

Section 1. Employees shall receive ten (10) paid holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day, and one floating holiday to be scheduled consistent with the school calendar and with the approval of the supervisor.

Section 2. If any paid holiday falls during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Section 3. To be eligible for paid holidays, an employee must be full-time as defined by Article VI, Section 1.

#### ARTICLE X - WORK YEAR & VACATION

Section 1. ~~Employees receive twenty-eight (28) days paid vacation, prorated for part day or part year.~~ Effective July 1, 2012, an employee shall accrue vacation days at 2.5 days per month, on the last day of the month, up to a maximum of 25 days

accrual balance. ~~Employees hired before July 1, 2000 can have up to a maximum of 75 days accrual balance.~~

- Section 2. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.
- Section 3. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.
- Section 4. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.
- Section 5. As exempt employees, employees are expected to fulfill job responsibilities for an agreed-upon salary. While exempt employees neither complete time sheets nor are eligible for overtime benefits, exempt employees may independently manage their time in a way that best allows them to fulfill job responsibilities.

#### **ARTICLE XI - REDUCTION OF THE WORK FORCE**

- Section 1. In the event conditions necessitate a reduction of bargaining unit employees, the following procedure will be used: 1) Voluntary separations will be accepted; 2) Seniority shall determine any further reductions. Seniority is defined as continuous employment in any position in the District. An employee may not bump into a higher paying job classification.
- Section 2. In the event reduction occurs, and subsequently the force is again enlarged, the last employee laid off will be the first one hired. The rehiring will be the reverse order of the reduction procedure. If any employee refuses an offer to re-employment up to two (2) years after being laid off, the employee will lose any rights to preferential re-employment.

~~Section 3. For employees hired into this unit prior to July 1, 2000, in the event a reduction occurs, eligible members will receive severance pay upon separation from employment, provided they have at least ten (10) years of experience in the district. Members who receive severance due to a reduction in force and are then recalled, will receive a district match consistent with Article XIII Section 2.~~

#### **ARTICLE XII - JUST CAUSE**

- Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

#### **ARTICLE XIII - SEVERANCE PAY**

Section 1. ~~A member of this unit, whose employment ceases in ISD 191 for reasons other than cause, who has ten (10) years or more of District service, and who began employment with ISD 191 prior to July 1, 1988, shall receive severance pay equal to \$250.00 plus three (3) days pay at the current rate for each year of District service. Upon retirement from the district, one hundred percent (100%) of the severance amount for which a member is eligible will be placed in the Minnesota Retirement System's, Post Retirement Healthcare Savings Plan.~~

~~Section 2. A member of this unit hired after July 1, 1988, shall receive a District match of up to \$500 per year to an approved Minnesota deferred compensation program, which becomes accepted when it is adopted by at least ten (10) participating employees. The District will authorize up to \$500 salary reduction per year payable to a Minnesota deferred compensation program. This is in addition to the match defined in Article VIII, Section 8.~~

~~Section 3. Employees who retire from the district shall be eligible to remain in the existing group health and hospitalization insurance programs. Employees hired prior to July 1, 1988, shall be eligible for a District contribution of fifty percent (50%) toward single or dependent coverage until the employee is eligible for Medicare or until the death of the employee, whichever is earlier.~~

#### **ARTICLE XIV – LEAVES OF ABSENCE**

Section 1. Employees who have at least ten (10) years of service in the district may request up to a one-year leave of absence. Employees retain their right to return to their former position, provided they return at the designated time. Employees, who fail to return on the designated date, shall be terminated from employment.

#### **ARTICLE XIV - GRIEVANCE PROCEDURE**

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

Section 2. In the event that an employee or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance to the grievor within thirty (30) working days of the occurrence of the grievance. The grievor shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting.

Section 3. If the Association or the employee is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within Level 1 timeliness, the grievant may submit the grievance within ten (10) working days of the written disposition at Level 1 to the Superintendent. Within ten (10) working days of the receipt of the grievance, the Superintendent or designee shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting.

Section 4. If the Association or the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within Level 2 time lines, the Association or the employee may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Superintendent within fifteen (15) working days of the Level 2 decision. PELRA rules shall be followed.

#### **ARTICLE XV - DURATION**

Section 1. This agreement shall become effective as of July 1, 2013 2015, unless specified otherwise herein, and shall continue in full force and effect through June 30, 2015 2017, and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 2. Any and all prior contracts, resolutions, practices, policies, rules or regulations inconsistent with the provision of this Agreement are hereby superseded.

Section 3. The Association and the School District mutually acknowledge that during the meet and confer which resulted in this Agreement each had the opportunity to make demands and proposals regarding the terms and conditions of employment for employees covered under this Agreement. All understandings and agreements arrived at by the Association and the School District during their negotiations are fully and completely set forth in this Agreement. The parties may, by mutual agreement, amend this Agreement during its term.

Section 4. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the School District or the Association may serve written notice to modify or terminate this Agreement. A party which gives notice of a desire to modify this Agreement shall within sixty (60) calendar days set forth proposed modifications sought to the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modification has been given.

Section 5. In the event that any provision or provisions of this Agreement is declared to be contrary to law by proper judicial authority from whose finding, determination, or decree have no appeal, such provision shall be null and void and have no force or effect. All other provisions of this Agreement shall continue in full force and effect.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Operations and Maintenance Supervisors (hereinafter referred to as the Union) as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2015 through June 30, 2017.
2. The parties agree with respect to health coverage subject to Affordable Care Act, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

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

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AGENDA ITEM: III.H.

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Stacey Sovine  
Executive Director of Human Resources

Date: February 25, 2016

RE: **Collective Bargaining Agreement with the Burnsville District-wide Administrators**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2015-2017 MASTER AGREEMENT WITH THE BURNSVILLE DISTRICT-WIDE ADMINISTRATORS**

The District reached a tentative agreement on a new, two-year contract with the District-wide Administrators on February 15, 2016. There are 14 individuals within the unit. During the collective bargaining process, 10 language items were on the table for discussion.

**The major language items agreed upon in the tentative agreement include:**

- Modify attendance incentive language to avoid ACA issues.
- Increase matching program to a maximum of \$2,750
- Modified insurance language to reflect current plan and include HRA contribution
- Aligned step advancement language to other agreements
- Moved three positions based upon updated or new descriptions
- Steps both years.

**Economic terms agreed to include:**

- 2.5% increase each year on career increment steps
- 2 year increased cost \$112,000.
- MSBA 2 year package increase is 4.01%

# **MASTER AGREEMENT**

**July 1, ~~2013~~ 2015 – June 30, ~~2015~~ 2017**

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

**and**

**DISTRICTWIDE ADMINISTRATORS  
ASSOCIATION**

## **ARTICLE I - GENERAL INFORMATION**

### **Section 1. RECOGNITION**

This agreement between Independent School District 191 and ISD 191 Districtwide Administrators Association covers the year July 1, ~~2013~~ 2015 – June 30, 2015 2017. In the event that a new agreement has not been mutually adopted by July 1, 2015 2017, this agreement will remain in effect; individual salaries for ~~2015-2016~~ 2017-2018 will remain at the ~~2014-2015~~ 2016-2017 amounts until a new agreement is reached, and the new agreement will determine salaries for ~~2015-2016~~ 2017-2018.

The ISD 191 Districtwide Administrators Association is recognized as the exclusive representative of this unit. Duly authorized representatives of the Association are permitted to conduct Association business on school property during regular business hours with notification of supervisor so long as it does not interfere with normal District operations.

### **Section 2. INITIAL PLACEMENT**

In the event of a change in personnel, initial salary schedule placement determination is the responsibility of the Superintendent of Schools or designate. Prior to making the determination, the Superintendent or designate shall consult with the supervisor of the position to determine the initial salary step. Experience, training, past performance and other factors may be considered in initial placement.

### **Section 3. PROBATIONARY PERIOD**

All Districtwide Administrators selected to work in a position for which an educational license is not required shall serve a one year probationary period. A Districtwide Administrator selected to work in a position for which an educational license is required will serve a probationary period consistent with MN. Statute 122A.40. A Districtwide Administrator can be released or removed during probation, provided his/her performance has been reviewed three times. Districtwide Administrators will move on step on July 1 provided they have started in the position by January 1st of the current year.

### **Section 4. SALARY INCREASES**

A salary increase under this contract shall be conditional, based upon a year of satisfactory service to the District.

An Administrator shall be deemed to have had a year of satisfactory service unless the Administrator has been notified to the contrary in writing by January 15<sup>th</sup> of that year, and prior to March 15 the Administrator has had the opportunity to have consulted and worked with the Administrator's immediate supervisor in raising the level of job performance.

After the procedures set forth in the preceding paragraph have been followed, and assuming dismissal proceedings have not been instituted, an Administrator who has had a year of unsatisfactory service will not be granted a salary increase.

### **Section 5. PERSONNEL FILES**

An Administrator shall have access to his or her own personnel file. The Administrator may copy material in the file at the Administrator's own expense. Administrators shall have the opportunity to read and sign all formal personal performance evaluations before they are entered in the personnel file. An Administrator may attach a signed explanation, rebuttal or amplification to any material entered in the Administrator's personnel file.

## **Section 6. POSITION ELIMINATION**

For employees hired into the unit prior to October 1, 2012, if an Administrator leaves the District because of a discontinued position, they shall receive seven (7) days pay at the current rate for each year of service in the District to a maximum of 130 days pay.

## **ARTICLE II - CALENDAR**

### **Section 1. BASIC WORK YEAR**

The normal work year for Administrators is 12 months. When the work year is less than 12 months or less than eight hours per day, leave benefits will be prorated.

When applicable, prorated salaries shall be computed by dividing the annual salary by the number of days in the work year; i.e., 261 days for full time 12 month employees.

If an Administrator is dismissed from work or told not to report by order of the Superintendent because of an emergency situation, a full day's wages shall be paid.

### **Section 2. VACATION**

A. Each full-time administrator shall have twenty-eight vacation days.

B. All vacation time must be taken within 24 months of the start of the fiscal year in which it is received or be forfeited.

C. Effective July 1, 2012, District-wide Administrators can exchange up to **three five (3 5)** days of vacation for cash which will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary if the employee is a 12-month employee. Employees must notify Human Resources of the election in writing by June 15th of the previous fiscal year.

D. An Administrator who terminates employment during a fiscal year is entitled to vacation benefits earned during that fiscal year. The Administrator may elect to take the earned vacation days before the date of termination or to accept a lump sum payment at the current rate for unused days. An Administrator who uses unearned vacation must reimburse the District at the time of termination.

### **Section 3. HOLIDAYS**

Administrators will have ten holidays each year: Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Memorial Day, and one (1) additional holiday as determined consistent with the academic calendar. Effective July 1, 2004, Districtwide Administrators may select one of the following days as the holiday that is consistent with the academic calendar; Education Minnesota Conferences (the third Thursday or Friday in October), Martin Luther King Day, Good Friday/Passover.

## **ARTICLE III - ABSENCES**

### **Section 1. PERSONAL ILLNESS ABSENCE**

Administrators will be granted twelve (12) days annual personal illness absence at the beginning of each contract year. Unused days may accumulate to 180 days.

If an Administrator is absent for more than 30 consecutive working days, income protection insurance will take effect according to the terms of the existing LTD insurance policy. Any excess days will be available upon return.

Doctor and dental appointments may be considered as personal illness absence.

Upon terminations of employment, the District will be reimbursed for personal illness absences taken but not earned.

## **Section 2. CONDITIONAL USE FAMILY ILLNESS AND BEREAVEMENT ABSENCE**

District-wide Administrators will have (10) days of conditional use, paid time off days. These days will not accrue. These days are to be used exclusively for the purpose of family illness and/or bereavement. Family is defined as parent or former guardian, spouse, siblings, parent of spouse, child, or dependent living in the immediate household and those who dwell under the same roof and comprise a family or domestic establishment.

In the event a second death occurs in a fiscal year, the Executive Director of Human Resources can grant additional, reasonable time off.

## **Section 3. SICK OR INJURED CHILD CARE LEAVE (§ 181.9413)**

Administrators who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use personal illness benefits for the employee's own illness. This section applies only to personal illness benefits payable to the employee from the employer's general assets.

A "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

## **Section 4. PERSONAL BUSINESS ABSENCE**

Administrators will receive two (2) days each contract year for personal business activities that cannot be handled outside the normal work day. These days may not accumulate beyond the year in which they are received.

## **Section 5. PROFESSIONAL ABSENCE**

Administrators may be allowed to attend professional meetings and other activities of a professional nature with full pay. Advance authorization must be obtained.

## **Section 6. RELIGIOUS ABSENCE**

Administrators may use two (2) days of sick absence or personal absence per year as religious absence for religious observance of a sacred holiday when such observance cannot take place outside the normal work day. Written application must be made to the Executive Director for Human Resources at least ten (10) days in advance.

## **Section 7. JURY DUTY**

Administrators will receive their regular pay from the District while on Jury Duty. Any money paid to the Administrator for Jury Duty service will be turned over to the District. Any money paid to the Administrator for travel expense will be retained by the Administrator.

**Section 8. EMERGENCY CLOSINGS**

In the event the Superintendent closes schools for a snow day or another emergency, Districtwide Administrators can take a vacation day or personal day.

**Section 9. Attendance Incentive**

An employee who as of July 1, 2014,

- ~~(a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,~~
- (a) has accumulated leave time in excess of six hundred (600) hours determined as of ~~April June~~ 15th of the same tax year, and
- (b) has taken one (1) or less leave days in the ~~365 day measurement period immediately preceding that April 15,~~ current fiscal year

shall have sufficient leave days converted at the rate ~~in effect on that April 15 to~~ equal ~~to~~ seven hundred and fifty dollars (\$750) which shall be contributed to an ~~active ISD 191 sponsored HRA approved 403(b) plan~~ as of July ~~15 payroll~~ for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employee who as of July 1, 2014

- ~~(a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,~~
- (a) has accumulated leave time in excess of six hundred (600) hours determined as of ~~April June~~ 15th of the same tax year, and
- (b) has taken more than 1 leave day up to three (3) leave days in the ~~365 day measurement period immediately preceding that April 15,~~ current fiscal year

shall have sufficient leave days converted at the rate ~~in effect on that April 15 to~~ equal ~~to~~ four hundred and fifty dollars (\$450) which shall be contributed to an ~~active ISD 191 sponsored HRA approved 403(b) plan~~ as of July ~~15 payroll~~ for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employees that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to ~~an HRA a 403(b)~~ contribution.

"Leave days" include all absences except Bereavement, Vacation, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2014 the conversion rate for leave days shall be one hundred and fifty dollars (\$150) per day.

**ARTICLE IV - LEAVES**

**Section 1. PROFESSIONAL ACTIVITY LEAVE**

A professional activity leave to pursue a prescribed course of study may be granted for a period of up to one year at the sole discretion of the School Board. Applications shall include a description of the benefit to the District.

A committee of one Board member, the Superintendent of Schools and one Administrator named by the Association shall interview applicants within 30 days of the deadline date and make a recommendation to the Board of Education within 30 days of the conclusion of the interview.

Applicants awarded such leave shall be compensated at 70 percent of the current salary computed on the number of working days involved.

To be eligible for such leave, an Administrator must have been an Administrator in the District's employ for at least five (5) years. Administrators granted such leave shall pledge themselves to two (2) years, or prorated for

leaves of less than one (1) year, service in the District following termination of the leave or pay back a prorated portion of the monies paid while on leave if early release is requested. This item is not subject to the grievance procedure.

## **Section 2. GENERAL LEAVE**

A leave may be granted for up to two (2) years without pay or fringe benefits upon recommendation of the Superintendent and approval of the Board. Insurance may be continued subject to the rules of COBRA and at the expense of the employee.

At the time a leave is granted, a date will be established for tentative return to the position in the District insofar as is possible. Upon return, the employee shall have all benefits applicable to this agreement reinstated subject to completion of enrollment forms.

This item is not subject to the grievance procedure.

## **Section 3. MATERNITY LEAVE**

Maternity disability absence shall be treated as any other temporary disability.

## **Section 4. PARENTAL LEAVE**

An unpaid parental leave of up to a maximum of one (1) year shall be available to Administrators for the purpose of caring for a child for which the Administrator has legal responsibility. The request for parental leave shall include an estimated commencement date and return date. The estimated commencement date shall be following the physician's estimated date of cessation of disability. For an adoption, the commencement date shall be immediately following when the child is turned over to the parent. Insurance benefits may be continued at the employee's expense per COBRA.

# **ARTICLE V - MATCHING CONTRIBUTION & SEVERANCE PAY**

## **Section 1. Matching Contribution**

~~Effective July 1, 2012, the District will match up to \$1,500 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$2,300 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1<sup>st</sup>. The contribution will remain in effect for the duration of the fiscal year.~~

Effective July 1, 2014, the District will match up to \$1,700 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$2,500 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1<sup>st</sup>. The contribution will remain in effect for the duration of the fiscal year.

~~Effective July 1, 2016, the District will match up to \$2,000 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1<sup>st</sup>. The contribution will remain in effect for the duration of the fiscal year.~~

## **ARTICLE VI - CONTINUATION OF BENEFITS**

### **Section 1. TERMINATION**

Upon termination of employment, all District contributions shall cease. An employee may continue to participate in health and accident group plans pursuant to law and/or carrier conversion provisions, if any.

### **Section 2. LEAVES OF ABSENCE**

An employee on a District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

### **Section 3. DISABLED EMPLOYEE**

An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier, and the District shall make normal contractual contributions for health and accident insurance for the period of three years from the time he/she qualifies for LTD benefits. When a districtwide administrator becomes eligible for long-term disability benefits (31<sup>st</sup> day of disability), vacation, personal days, sick leave, bereavement, and family illness leave shall be pro-rated based upon time worked.

### **Section 4. DEATH OF AN EMPLOYEE**

The family of a deceased employee may continue to participate in the group health and hospitalization insurance plan for up to 36 months following the death of the employee by paying the total cost of the premium.

### **Section 5. EARLY RETIREMENT**

An Administrator who has reached age 55 and who has at least ten (10) years of continuous service in the District shall be eligible to continue participation in the District group medical/hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The administrator will pay the premium.

For Administrators ranked at 14 and above and who were hired before July 1, 1998, the District shall contribute 75% of the dollar amount of the premium in effect at the time of the Administrator's retirement until the Administrator is eligible for Medicare. The portion of the premium not paid by the District shall be paid by the Administrator.

## **ARTICLE VII - INSURANCE BENEFITS**

### **Section 1. HEALTH AND ACCIDENT COVERAGE**

For all Districtwide Administrators who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District base plan, the District contribution for individual or dependent coverage shall be as follows:

- A. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

- B. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 83% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby ~~\$2,000 shall be redirected by the district to the HRA. and the in-network deductible equals the in-network out-of-pocket maximum.~~ The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- C. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- D. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

**Section 2. LIFE INSURANCE**

The District shall pay for \$50,000 term life insurance for all Administrators who enroll in the term life program. Effective January 1, 2009, pursuant to the terms of the policy purchased by the District, all Districtwide Administrators shall pay for an additional \$200,000 of life insurance via pay roll deduction.

**Section 3. LONG TERM DISABILITY INSURANCE**

Administrators shall be covered by the District policy in effect for Long Term Disability insurance. The conditions of the carrier shall be controlling.

At the Administrator's request, and upon qualifying for Long Term Disability payments, the District will pay to Administrators who have accumulated over 30 days of personal illness leave the remaining fraction of regular income with 1/3 or 1/4 day subtracted from the total number of remaining personal illness leave days. This supplement will continue until remaining personal illness leave is exhausted or until the employee has been disabled for six (6) months.

For purposes of qualifying for retirement benefits after a disability absence of six (6) months, the eligible Administrator will be returned to personal illness until such leave is exhausted. Accumulated personal illness leave must be exhausted before the employee may reapply for LTD benefits.

**Section 4. DENTAL INSURANCE**

For each Administrator, the District shall contribute the total cost of the premium for individual and dependent coverage as set forth under the policy in effect in the District.

**Section 5. LIABILITY INSURANCE**

The District will provide liability insurance coverage for each Administrator.

**ARTICLE VIII - MISCELLANEOUS BENEFITS**

**Section 1. MILEAGE AND EXPENSE**

**EXPENSES:** The District will reimburse Administrators for mileage and expenses of job related activities pursuant to School Board Policy upon submission of proper forms.

## **Section 2. TAX SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS**

Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Administrators. Regulations and procedures are available in the Human Resources Office. The District's 403(b) Committee, comprised of members from every bargaining unit will review board policy and regulations annually for compliance with State and Federal laws.

The Districtwide Administrators shall appoint a member to represent the unit on the District's 403(b) Committee. The committee recommended the following 403(b) vendors; Fidelity, Fidelity via Educators Financial Services (E.S.I.), AXA (Equitable) and Lincoln Financial Services. All bargaining units approved the plans in November, 2008 for implementation January 1, 2009.

All deposits including employee elections and employer matches will be deposited into one of the above plans. Any employee hired after January 1, 2009 who elects to defer compensation in to a 403(b) account will be automatically enrolled in Fidelity unless they affirmatively opt out and select one of the other approved vendors.

The District will institute a standing 403(b) Committee comprised of representatives from each bargaining unit with representation determined by the size of each group.

## **Section 3. FLEXIBLE BENEFIT PLAN**

The School District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

## **Section 4. PROFESSIONAL MEMBERSHIPS**

The District will fund memberships in not more than two state organizations and not more than one national organization for each Administrator. All such memberships must be consistent with the Administrator's assignment and subject to advance approval of the immediate supervisor. Exceptions may be granted by the Superintendent.

## **Section 5. TUITION REIMBURSEMENT**

Sub 1. For individuals hired prior to July 1, 2010, the District will reimburse tuition costs to Administrators for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to Administrators on leave.

Subd 2. Employees hired after July 1, 2010 are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2012, employees who have earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year above the salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

## **Section 6. PROFESSIONAL DEVELOPMENT**

The District supports continuous improvement and development of all personnel. Administrators are encouraged to attend professional meetings and other activities of a professional nature. The District will pay

expenses associated with authorized professional meetings and activities. The event must be germane to the administrator's assignment. The administrator's immediate supervisor must approve the activity.

### **Section 7. EXCEPTIONAL SERVICE PAY**

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

Subd. 2. When Districtwide Administrators render special services that both the Association and the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the special service performed.

### **Section 8. INDEMNIFICATION**

Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify Administrators for damages, including punitive damages, claimed or levied against the Administrator, provided that the Administrator: (1) was acting in the performance of the duties of the position, and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith. Indemnification of Administrators provided under this section shall be modified in accordance with any amendments to Section 466.07 of the Minnesota Statutes.

### **Section 9. JOB EVALUATIONS**

A Districtwide Administrator shall have the right to request a position re-evaluation if he or she feels that their duties and responsibilities have changed significantly over time. The Director of Human Resources shall share the results with the Administrator via a summary conference.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **Section 1.**

A claim by an Administrator 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 Administrator or the Association believes there is a basis for a grievance, the Administrator shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. A District representative shall meet with the grievant within ten (10) working days of the receipt of the grievance and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the grievant's personnel file.

### **Section 3. LEVEL II**

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

### **Section 4. LEVEL III**

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after the decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. The arbitrator shall have no power to alter, add or subtract from the expressed terms of the 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 grievant may have an Association representative either join or represent the grievant at any level and at the grievant's discretion.

**Section 6.**

If a grievance is not responded to at Levels I and /or II within the time limits and the limits have not been mutually waived, the alleged grievance is viewed to have been denied and the grievant has the right to move to the next level.

**Section 7.**

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

**Section 8.**

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

**Section 9.**

No reprisals of any kind will be taken by the Board or the School Administration against any Administrator because of participation in this grievance procedure.

**Section 10.**

The Superintendent of Schools may appoint a designee to act in the Superintendent's behalf at Level II.

**STEP MOVEMENT**

Districtwide Administrators will move on step on July 1 provided they have started in the position by January 1st of the current year or completed 6 1/2 months in the position.

**LONGEVITY**

Effective July 1, 2014, after 5 years of District service, District-wide Administrators are eligible for a \$250 stipend; after ten years of District service, District-wide Administrators are eligible for a \$500 stipend; after fifteen (15) years of District service, District-wide Administrators are eligible for a \$1,000 stipend; after twenty years, a \$2,000 stipend.

**ARTICLE X  
DURATION**

Section 1. Terms and Reopening Negotiations: This contract shall be effective as of July 1, 2013 2015, and shall continue in effect through June 30, 2015 2017, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the District-wide Administrators Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions thereof under different circumstances.



**Salary Schedule**  
**July 1, 2013 2015 – June 30, 2015 2017**

<b>Level</b>	<b>Position</b>	<b>2015-2016</b>	<b>2016-2017</b>
	Director of Secondary Programming and School Improvement (7/1/16)		
	Director of Curriculum, Instruction, and Student Support Services (7/1/16)		
	Executive Director of Individualized Student Services		
<b>Step 1</b>		<b>\$ 127,300</b>	<b>\$ 130,500</b>
<b>Step 2</b>		<b>\$ 130,550</b>	<b>\$ 133,800</b>
	Director of Operations, Properties, and Transportation (7/1/16)		
	Director of Community Education		
<b>Step 1</b>		<b>\$ 119,650</b>	<b>\$ 122,650</b>
<b>Step 2</b>		<b>\$ 122,750</b>	<b>\$ 125,800</b>
	Director of Strategic Partnerships and Pathways (7/1/16)		
	Director of Instruction		
	Director of Curriculum		
	Director of Operations & Properties		
	Director of Activities and Athletics		
<b>Step 1</b>		<b>\$ 109,350</b>	<b>\$ 112,100</b>
<b>Step 2</b>		<b>\$ 112,250</b>	<b>\$ 115,050</b>
	Director of Food Services		
	Director of Health Services		
	Director of Communications		
	Special Education Supervisor		
<b>Step 1</b>		<b>\$ 100,150</b>	<b>\$ 102,650</b>
<b>Step 2</b>		<b>\$ 102,800</b>	<b>\$ 105,350</b>
	Community Education Coordinator		
<b>Step 1</b>		<b>\$ 74,850</b>	<b>\$ 76,700</b>
<b>Step 2</b>		<b>\$ 76,950</b>	<b>\$ 78,850</b>
	Adult Basic Education Coordinator		
<b>Step 1</b>		<b>\$ 68,250</b>	<b>\$ 69,950</b>
<b>Step 2</b>		<b>\$ 70,300</b>	<b>\$ 72,050</b>



**Agenda III.I.  
February 25, 2016**

**To:** Board of Education, Members  
**From:** Dr. Joe Gothard, Superintendent  
**Date:** February 19, 2016  
**Re:** Board Policies

**RECOMMENDATION:** Approve, on a first reading basis, Board Policies 409: *Employee Publications, Instructional Materials, Inventions and Creations* (rescind GCQB); 609: *Religion*; 701: *Establishment and Adoption of School District Budget* (rescind DBH); 701.1: *Modification of School District Budget* (rescind DBH); 702: *Accounting* (rescind DIA); 703: *Annual Audit* (rescinds DB and DIC); 704: *Development and Maintenance of an Inventory of Fixed Assets and a Fixed Accounting System*; 705.1 *Post-Issuance Debt Compliance*; 705.2: *Other Post-Employment Employee Benefits (OPEB) Investments* (rescind 705R); 706: *Acceptance of Gifts*; 714: *Fund Balances* (rescind DAA); 801: *Equal Access to School Facilities*; 802: *Disposition of Obsolete Equipment and Material* (rescind DN); and 807: *Health and Safety Policy* (rescind 803).

The Policy Review Committee and administration have reviewed these policies and recommend approval on a first reading basis.

The policies are attached for your review.

Adopted: \_\_\_\_\_: 2/1984 *Burnsville-Eagan-Savage School District Policy 409*  
Reviewed: \_\_\_\_\_: 8/27/2015  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_: GCQB

## **409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS**

### **I. PURPOSE**

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

### **II. GENERAL STATEMENT OF POLICY**

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of ~~any~~ school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment ~~and for \_\_\_\_\_ [school district should select time] two years thereafter.~~ In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

### **III. NOTICE OF POLICY**

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

**Legal References:** Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)  
17 U.S.C. § 101 *et seq.* (Copyrights)

**Cross References:**

Descriptor Term: **Professional Research and Publications**

Descriptor Code: **GCQB**

Issued Date: **2/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Publications

The School District shall have legal claim on all products created by its employees which are an outgrowth of regular or special assignments.

Materials developed by a teacher beyond regular classroom or assignment preparation and outside the scheduled work hours will be considered the property of the teacher, whether or not the materials are used to supplement the regular learning or educational experiences of students.

Descriptor Term: **Professional Research and Publications**  
Descriptor Code: **GCQB-R**  
Issued Date: **2/84**  
Reviewed Date:  
Revised Date:  
Rescinds:

#### Educational Publications

Educational materials developed and published in Independent School District 191 shall be available for limited sale to other school districts and other educational agencies on a cost basis.

Adopted: \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_

## 609 RELIGION

### I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. ~~The school district supports the inclusion of religious~~ Religious music, art, drama, and literature may be included in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented ~~in an objective manner~~ without a sectarian ~~indoctrination~~ purpose.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be ~~explained~~ presented in ~~an unbiased and~~ a nonsectarian manner as part of the school district's curriculum.

### III. RESPONSIBILITY

- A. The superintendent or designee shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:
  - 1. The proposed activity must have a secular purpose.
  - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
  - 3. The activity must not foster excessive governmental relationships with

religion.

4. ~~Notwithstanding the foregoing guidelines, reasonable~~The school district will make efforts ~~will be made~~ to reasonably accommodate any student who wishes to be excused from curricular activity for the purpose of a religious ~~instruction~~, practice, or observance of religious holidays. As with other absences, students are expected to make-up any classwork or curricular requirements missed due to the student's absence.

~~B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.~~

**Legal References:** U. S. Const., amend. I  
Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)  
Minn. Stat. § 120A.35 (Absence From School for Religious Observance)  
Minn. Stat. § 121A.10 (Moment of Silence)  
*Good News Club v. Milford Central School*, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)  
*Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 120 S.Ct. 2266 (2000)  
*Tangipahoa Parish Bd. of Educ. v. Freiler*, 530 U.S. 1251, 120 S.Ct. 2706 (2000)  
*Lemon v. Kurtzman*, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)  
*Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1*, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)  
*Wigg v. Sioux Falls Sch. Dist.*, 382 F.3d 807 (8<sup>th</sup> Cir. 2004)  
*Doe v. School Dist. of City of Norfolk*, 340 F.3d 605 (8<sup>th</sup> Cir. 2003)  
*Stark v. Independent Sch. Dist. No. 640*, 123 F.3d 1068 (8<sup>th</sup> Cir. 1997)  
*Florey v. Sioux Falls Sch. Dist. 49-5*, 619 F.2d 1311 (8<sup>th</sup> Cir. 1980)  
*Roark v. South Iron R-1 Sch. Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728*, 599 F.Supp.2d 1136 (D. Minn. 2009)  
*LeVake v. Independent Sch. Dist. No. 656*, 625 N.W.2d 502 (Minn. App. 2001)  
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)  
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)  
Minn. Op. Atty. Gen. 63 (1940)  
Minn. Op. Atty. Gen. 120 (1924)  
Minn. Op. Atty. Gen. 121 (1924)

**Cross References:** Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)

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Adopted: 2/1991, 8/1996

Burnsville-Eagan-Savage School District Policy 701

Reviewed: \_\_\_\_\_

Revised: 1/2005

Rescinds: DBH

## 701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

*[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]*

### I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

### III. REQUIREMENT

- A. The superintendent or ~~designee such other school official as designated by the superintendent or the school board~~ shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure

budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. ~~A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by in accordance with Minn. Stat. § 123B.10.~~

E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

~~F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.~~

#### IV. IMPLEMENTATION

A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.

B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

C. The superintendent or ~~the superintendent's~~ designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.

~~D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.~~

DE. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and

expenditures of funds.

***Legal References:*** Minn. Stat. § 123B.10 (Publication of Financial Information)  
Minn. Stat. § 123B.76 (Expenditures; Reporting)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)  
Minn. Stat. § 126C.23 (Allocation of General Education Revenue)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 701.1 (Modification of School District Budget)  
Burnsville-Eagan-Savage School District Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

Descriptor Term: **Budget Adoption**

Descriptor Code: **DBH**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Preparation of the budget shall include the following phases:

#### Preliminary Budget

The preliminary budget is a projection of total revenues and expenditures in each fund. The preliminary budget will be used to determine whether budget adjustments are necessary or desirable.

#### Adopted Budget

The adopted budget will be approved prior to the commencement of the fiscal year (July 1) and will include the following:

Current and projected year-end fund balances;

Statements of estimated revenues by Fund and Sources;

Statements of estimated expenditures by Fund, Program, and Object of expense.

#### Revised Budget

The revised budget will incorporate itemized amendments to the adopted budget. Said amendments, insofar as possible, shall reflect enrollment, legislative, negotiation, and other budgetary items having a material impact on the District's finances. Typically, the revised budget will be approved in November; however, budget amendments may be submitted for School Board approval whenever material deviations are recognized and quantified.

Upon acceptance by the School Board, the budget represents the granting of authority to the administration for all expenditures, which are to be made during the fiscal year.

Legal Reference

Minn. Stat. § 123B.77

Adopted: \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_ DBH

## 701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

~~*[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]*~~

### I. PURPOSE

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

### II. GENERAL STATEMENT OF POLICY

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

### III. REQUIREMENT

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund. Unbudgeted expenditures may be made for which revenue is collected for a particular purpose and for which neither revenue nor expenditures were budgeted. Example of such includes; PTO donations, Insurance proceeds, miscellaneous grants, etc.

- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

**Legal References:** Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)

**Cross References:** ~~MSBA/MASA Model~~ Burnsville-Eagan-Savage School District Policy 701  
(Establishment and Adoption of School District Budget)  
MSBA Service Manual, Chapter 7, Education Funding

Adopted: 2/1991  
Reviewed: \_\_\_\_\_  
Revised: 1/2005  
Rescinds: DIA

*Burnsville-Eagan-Savage School District Policy 702*

**702 ACCOUNTING**

~~*[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]*~~

**I. PURPOSE**

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

**II. GENERAL STATEMENT OF POLICY**

~~It is~~ The policy of this school district is to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

**III. MAINTENANCE OF BOOKS AND ACCOUNTS**

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

**IV. PERMANENT FUND TRANSFERS**

Unless otherwise authorized pursuant to Minn. Stat. § 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minn. Stat. §123B.79, as amended, or other applicable statute.

**V. REPORTING**

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minn. Stat. §123B.10 in the manner specified therein.

**Legal References:** Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.10 (Publication of Financial Information)

Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn. Stat. § 123B.75 (Revenue)  
Minn. Stat. § 123B.76 (Expenditures)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)  
Minn. Stat. § 123B.78 (Cash Flow, Revenues, Borrowing, Deficits)  
Minn. Stat. § 123B.79 (Permanent Fund Transfers)  
Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)  
MSBA Service Manual, Chapter 7, Education Funding

Descriptor Term: **Accounting System**

Descriptor Code: **DIA**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The financial accounting system shall be in accordance with the Uniform Financial Accounting and Reporting System (UFARS), the Minnesota Department of Education standards, as well as any additional accounting procedures requested by the School Board and/or Superintendent or required by any other applicable regulatory agency.

Legal Reference

Minn. Stat. § 123B.77

Adopted: 1/2005  
Reviewed: \_\_\_\_\_  
Revised: 1/2007  
Rescinds: DB, DIC

*Burnsville-Eagan-Savage School District Policy 703*

**703 ANNUAL AUDIT**

~~*[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]*~~

**I. PURPOSE**

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

**III. REQUIREMENT**

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.

- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Guide issued by the Office of the State Auditor.
- F. The school board must approve the audit report ~~by resolution~~ or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

**Legal References:** Minn. Stat. Ch. 6 (State Auditor)  
Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements;  
Statement for Comparison and Correction)

**Cross References:** Burnsville-Eagan-Savage School District Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

Descriptor Term: **Annual Budget**

Descriptor Code: **DB**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

#### Planning of the Budget Document

Planning of the budget document shall be considered a continuous process and shall be a fiscal expression of the District's overall operation. Budget planning will be related to the District's goals, objectives, programs and strategic plan. It should include an assessment of existing programs and an examination of alternative program possibilities. Reallocation of funds among programs may be necessary in order to further the District strategic plan or provide for changes in educational needs or parameters.

The budget shall reflect an educational plan, an expenditure plan, a financial plan, and the organizational structure.

The District's budget shall be developed in accordance with the provisions of the current Budget Manual and the State of Minnesota's Uniform Financial Accounting and Reporting Standards (UFARS).

Prior to December 31 of each year, the School Board shall receive a projection of General Fund revenues and expenses for the next fiscal year (Preliminary Budget). Based on this projection, the School Board will provide direction with respect to prioritization of expenditures, reallocation of resources, program improvement, program reduction, organization and staffing. Such direction will be compatible with the District's goals, objectives, resources, and strategic plan.

Legal Reference:           Minn. Stat. § 123B.75-78  
                                  Minn. Stat. § 123B.52  
                                  Minn. Stat. § 126C.17  
                                  Minn. Stat. § 471.345

Descriptor Term: **Financial Reports and Statements**

Descriptor Code: **DIC**

Issued Date: **1/05**

Reviewed Date:

Revised Date: **1/07**

Rescinds:

Descriptor Term:

Financial Reports and  
Statements

Descriptor Code:

DIC

Rescinds:

DIC (1/05)

Page 1 of 1

Issued Date: 1/05

Reviewed Date:

Revised Date: 1/07

#### Annual Financial Statement\_- Legal Publication

On November 30 of each year or one week after the school revenue and expenditure budgets for the current year and the actual revenues, expenditures and fund balances for the prior year in a form prescribed by the Minnesota Department of Education. The school district shall also publish an announcement in its legal newspaper which includes the district's internet address where the information has been posted. It shall also publish information relating to bonds outstanding, paid and sold; summary of orders not paid for want of funds; certificates of indebtedness for the year ending June 30; the statutory operating debt of the district; and the average cost per pupil in average daily membership for the preceding year. A statement shall be included in the publication that the budget is available for inspection by any resident upon request.

#### Monthly Financial Reports

Monthly financial reports shall be submitted to the Board indicating the budgeted vs. actual expenses and revenues to date.

Legal Reference:

Minn. Stat. § 123B.10

Adopted: \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_

**704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM**

**I. PURPOSE**

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

**II. GENERAL STATEMENT OF POLICY**

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

**III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM**

The superintendent or designee such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS). In addition, the inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district. Capital assets are defined as those with an initial, individual cost of \$5,000 or more, which benefit more than one fiscal year. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

**IV. REPORT**

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board as part of the annual audit.

**Legal References:** Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Access for Noncurricular Purposes)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

Adopted: 3/14/2013  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_

## **705.1 POST-ISSUANCE DEBT COMPLIANCE**

### **I. PURPOSE**

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (Code) and certain regulations promulgated thereunder (Treasury Regulations), such as regulations of tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds, and various “Tax Credit” Bonds. The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

### **II. POLICY OBJECTIVE**

The school district desires to monitor its post-issuance debt compliance obligations to ensure compliance with the Code and Treasury Regulations. To help ensure compliance, the school district has developed this policy, which shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper, or any other form of debt that is subject to compliance.

### **III. RESPONSIBILITIES**

- A. The Executive Director of Business Services is designated as the school district’s agent responsible for post-issuance compliance with these obligations.
- B. The Executive Director of Business Services shall assemble all relevant documentation, records, and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the Post-Issuance Debt Compliance Procedures). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:
  - 1. General post-issuance compliance;
  - 2. Proper and timely use of obligation proceeds and obligation-financed property;
  - 3. Arbitrage yield restriction and rebate;
  - 4. Timely filings and other general requirements;

5. Additional undertakings or activities that support points 1 through 4 above;
  6. Maintenance of proper records related to the obligations and the investment of proceeds of obligations;
  7. Any other requirements that become necessary in the future.
- C. The Executive Director of Business Services shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Executive Director of Business Services will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.
- D. The Executive Director of Business Services, or any other individuals responsible for assisting the Executive Director of Business Services in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.
- E. Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless a reasonable possibility exists that the school district may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Executive Director of Business Services shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

#### **IV. PRIVATE ACTIVITY BONDS**

- A. The school district may issue tax-exempt obligations that are “private activity” bonds because either (1) the bonds finance a facility that is owned by the school district but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called “conduit bonds,” where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Executive Director of Business Services shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.
- B. In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Executive Director of Business Services may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance

Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the District under federal law. In a case where the Executive Director of Business Services is concerned about the compliance ability of a private party, the Executive Director of Business Services may require that a trustee be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

- C. The Executive Director of Business Services is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the District is in compliance with this Post-Issuance Debt Compliance Policy.

<u>V.</u>	<u>CONTACTS</u>
<u>Office/Department</u>	<u>Telephone Number</u>
<u>Business Office</u>	<u>952-707-2050</u>

**Legal References:** Internal Revenue Code – Post-Issuance Debt Compliance  
Internal Revenue Service Form 8038-G

Adopted: 1/2005

Burnsville-Eagan-Savage School District Policy 705.2

Reviewed: \_\_\_\_\_

Revised: 7/2009, 8/2014

Rescinds: DFA

**705R.2 OTHER POST-EMPLOYMENT EMPLOYEE BENEFITS (OPEB) INVESTMENTS**

**~~District 191 OPEB Investment Policy Statement~~**

- ~~I.~~ OPEB trust assets should be invested within the framework of a long-term investment horizon.
- ~~II.~~ OPEB trust assets will take risks consistent with longer term asset classes with a goal of maintaining purchasing power relative to inflation and providing sufficient asset value and cash flow to fund OPEB liabilities.
- ~~III.~~ OPEB assets will be invested in compliance with ~~MN~~Minn. Stat. §§ 356A.06 and 118A.04.
- ~~IV.~~ Within ~~MN~~Minn. Stat. § 356A.06, the maximum percentage of dollars in funds invested shall not exceed ~~30~~31% of the OPEB Trust portfolio. In order to adjust for market fluctuations, the Executive Director of Business Services is responsible for rebalancing the mix of the portfolio semi-annually so the equity portion does not exceed ~~31~~30% of the OPEB Trust portfolio. The maximum percentage can only be changed after consultation and approval from the Superintendent and School Board.

**Legal References:** Minn. Stat. § 118A.01 (Public Funds; Depositories and Investments)  
Minn. Stat. § 118A.02 (Authorization for Deposit and Investment)  
Minn. Stat. § 118A.03 (Depositories and Collateral)  
Minn. Stat. § 118A.04 (Investments)  
Minn. Stat. § 118A.05 (Contracts and Agreements)  
Minn. Stat. § 118A.06 (Delivery and Safekeeping)  
Minn. Stat. § 356A.06, Subd. 7 (Authorized Investment Securities)  
Minn. Stat. § 471.38 (Claims)  
Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)

**Cross References:** Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)  
Burnsville-Eagan-Savage School District Policy 705 (Investments)  
MSBA Service Manual, Chapter 7, Education Funding  
Minnesota Legal Compliance Audit Guide Prepared by the Office of the State Auditor

*Adopted: 1/05*  
*Reviewed:*  
*Revised: 7/09, 8/14*  
*Rescinds: DFA*

*Burnsville-Eagan-Savage School District Regulation 705*

## **705R INVESTMENTS**

### **District 191 OPEB Investment Policy Statement**

1. OPEB trust assets should be invested within the framework of a long term investment horizon.
2. OPEB trust assets will take risks consistent with longer term asset classes with a goal of maintaining purchasing power relative to inflation and providing sufficient asset value and cash flow to fund OPEB liabilities.
3. OPEB assets will be invested in compliance with MN Statutes 356A.06 and 118A.04.
4. Within MN statute 356A.06, the maximum percentage of dollars in funds invested shall not exceed 30% of the OPEB Trust portfolio. In order to adjust for market fluctuations, the Executive Director of Business Services is responsible for rebalancing the mix of the portfolio semi-annually so the equity portion does not exceed 30% of the OPEB Trust portfolio. The maximum percentage can only be changed after consultation and approval from the Superintendent and School Board.

Adopted: \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_

## 706 ACCEPTANCE OF GIFTS

~~[Note: The provisions of this policy substantially reflect statutory requirements.]~~

### I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

### II. GENERAL STATEMENT OF POLICY

~~It is~~ The policy of this school district is to accept gifts only in compliance with state law.

### III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

### IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

~~[Note: This voting requirement and gift use provision is specified by Minn. Stat. § 465.03.]~~

### V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

**Legal References:** Minn. Stat. § 123B.02, Subd. 6 (Bequests, Donations, Gifts)  
Minn. Stat. § 465.03 (Gifts)

***Cross References:***

Adopted: 5/2001  
Reviewed: \_\_\_\_\_  
Revised: 1/2005, 5/2011  
Rescinds: DAA

*Burnsville-Eagan-Savage School District Policy 714*

**714 FUND BALANCES**

~~*[Note: The provisions of this policy include the provisions of Statement No. 54 of the Governmental Accounting Standards Board (GASB).]*~~

**I. PURPOSE**

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

**III. DEFINITIONS**

- A. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external

providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

- D. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

#### **IV. CLASSIFICATION OF FUND BALANCES**

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

#### **V. MINIMUM FUND BALANCE**

Unassigned balances in the District’s Operating Funds are necessary to:

- A. Maintain a positive cash position at all times.
- B. Provide for reasonable and expected budget variances.
- C. Anticipate appropriation deficiencies.
- D. Retain credit worthiness as determined by bond rating agencies.
- E. Provide for unexpected or emergency expenditures.

The school district will strive to maintain a minimum unassigned general fund balance of 8 percent of the general fund expenditures. Amounts in excess of that goal may be committed to future years' expenditures upon determination that the accumulation of reserves are not needed for other reasons. If the school board determines that the fund balance goal cannot be met, the policy requirements may be waived upon majority vote when the budget is formally adopted or revised. When conditions permit, subsequent budgets shall reflect an effort to restore the unassigned general fund balance to the desired level.

[See DAA, part V, and insert here.]

~~The school district will strive to maintain a minimum unassigned general fund balance of [ \_\_\_\_ 18 percent of the annual budget.] [ \_\_\_\_ months of operating expenses.] general fund expenditures.~~

~~*[Note: School districts need to select one of the bracketed choices above and fill in the blank. The other bracketed choice should be deleted. If a minimum fund balance is specified, a stabilization arrangement such as that specified in Part IX below that sets aside specific stabilization amounts may not be necessary.]*~~

## **VI. ORDER OF RESOURCE USE**

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

~~*[Note: The school board determines this order.]*~~

## **VII. COMMITTING FUND BALANCE**

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

## **VIII. ASSIGNING FUND BALANCE**

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. ~~The board also delegates the power to assign fund balances to the following: \_\_\_\_\_.~~ ~~*[Specify individual(s), such as the superintendent, business manager, etc., or an entity, such as the finance committee, authorized to make these assignments.]*~~ ~~Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.~~

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of

expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

## **~~STABILIZATION ARRANGEMENTS~~**

*~~[Note: If the school board has established any arrangement(s) for emergencies and other contingencies, the description(s) should be included in this section. The school board needs to specifically define the circumstances or conditions when these amounts may be used, which must be unanticipated adverse financial or economic circumstances. These circumstances or conditions cannot be situations that are expected to or which occur routinely. Stabilization arrangements should be reported as restricted or committed if they meet the criteria or, otherwise, should be reported as unassigned. They should not be reported as assigned. If the school board does not have any such arrangements, this section should be deleted.]~~*

## **IX. REVIEW**

The school board will ~~conduct an annual~~ review ~~of~~ the sufficiency of the minimum unassigned general fund balance level at least annually, when the budget is formally adopted or revised.

*~~[Note: The school board should determine the review period adequate for their school district and change “an annual” to “a quarterly” or “a monthly” or some other time frame if appropriate.]~~*

**Legal References:** Statement No. 54 of the Governmental Accounting Standards Board

**Cross References:** MSBA Service Manual, Chapter 7, Education Funding

## D- Fiscal Management

Descriptor Term: **Fiscal Management Priority Objectives Fund Balance**

**Descriptor Code: DAA**

**Issued Date: 5/01**

Reviewed Date:

Revised Date: **1/05, 05/2011**

Rescinds: **DAA,DIBA-R**

### **I. PURPOSE**

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

### **II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

### **III. DEFINITIONS**

A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.

B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.

C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.

E. "Non-spendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of non-spendable, restricted, and committed fund balances exceed the total net resources of that fund.

H. "Unrestricted" fund balance is the amount of fund balance left after determining both non-spendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

#### **IV. CLASSIFICATION OF FUND BALANCES**

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: non-spendable, restricted, committed, assigned, and unassigned.

#### **V. MINIMUM FUND BALANCE**

Unassigned balances in the District's Operating Funds are necessary to:

1. Maintain a positive cash position at all times.
2. Provide for reasonable and expected budget variances.
3. Anticipate appropriation deficiencies.
4. Retain credit worthiness as determined by bond rating agencies.
5. Provide for unexpected or emergency expenditures.

The school district will strive to maintain a minimum unassigned general fund balance of 8 percent of the general fund expenditures. Amounts in excess of that goal may be committed to future years' expenditures upon determination that the accumulation of reserves are not needed for other reasons. If the school board determines that the fund balance goal cannot be met, the policy requirements may be waived upon majority vote when the budget is formally adopted or revised. When conditions permit, subsequent budgets shall reflect an effort to restore the unassigned general fund balance to the desired level.

#### **VI. ORDER OF RESOURCE USE**

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

#### **VII. COMMITTING FUND BALANCE**

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

#### **VIII. ASSIGNING FUND BALANCE**

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

#### **IX. REVIEW**

The school board shall review the sufficiency of the minimum unassigned general fund balance level at least annually, when the budget is formally adopted or revised.

Adopted: \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_

## **801 EQUAL ACCESS TO SCHOOL FACILITIES**

### **I. PURPOSE**

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
  - 1. influence the form or content of any prayer or other religious activity;
  - 2. require any person to participate in prayer or other religious activity;
  - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
  - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;

5. sanction meetings that are otherwise unlawful;
6. limit the rights of groups of students based on the size of the group;
7. abridge the constitutional rights of any person.

### **III. DEFINITIONS**

- A. “Limited open forum” means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- B. “Secondary school” means any school with enrollment of pupils ordinarily in grades ~~7~~6 through 12 or any portion thereof.
- C. “Sponsorship” includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- D. “Meeting” includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- E. “Noninstructional time” means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

### **IV. FAIR OPPORTUNITY CRITERIA**

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

## V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
  2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
  2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
  3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.
- D. The building principal has responsibility to:
1. Keep a log of application information.
  2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
  3. Note the condition of the facilities and equipment before and after use.
  4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
  5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.

6. Add the meeting to the district facility calendar.

- E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
- G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
- H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

**Legal References:** 20 U.S.C. §§ 4071-74 (Equal Access Act)  
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)  
*Board of Educ. of Westside Community Schools v. Mergens*, 496 U.S. 226, 1105 S.Ct. 2356 (1990)  
*Good News Club v. Milford Central School*, 533 U.S. 98, 1215 S.Ct. 2093 (2001)  
*Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1*, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)  
*Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist.* 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

**Cross References:** Burnsville-Eagan-Savage School District Policy 902 (Use of School District Facilities and Equipment)  
MSBA Service Manual, Chapter 13, School Law Bulletin “O” (Equal Access Act)

**Independent School District No. 191  
Application for Use of Facilities Form  
Equal Access Act Meeting**

Statement of Policy

The policy of this school district is to grant equal access to school facilities for students who wish to conduct a meeting for religious, political, or philosophical discussion during noninstructional time, pursuant to the Equal Access Act.

Provision of school facilities does not constitute school district sponsorship of such meeting, and the views expressed therein may or may not reflect those of the school administration, staff, or board of education and are neither approved nor disapproved by them.

Name of student initiating request: \_\_\_\_\_  
School: \_\_\_\_\_  
Grade: \_\_\_\_\_  
Home Room: \_\_\_\_\_  
Date of Meeting: \_\_\_\_\_  
Time: \_\_\_\_\_  
Estimated number to attend : \_\_\_\_\_  
Special Equipment needs: \_\_\_\_\_

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*(School District Use Only)*

Room assigned: \_\_\_\_\_  
Condition of Facilities: \_\_\_\_\_  
Staff (if any) assigned to supervise: \_\_\_\_\_  
Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted: 4/1991  
Reviewed: \_\_\_\_\_  
Revised: 1/2005  
Rescinds: DN

*Burnsville-Eagan-Savage School District Policy 802*

## **802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL**

*[Note: The provisions of this policy substantially reflect statutory requirements.]*

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for the superintendent [or designee](#) to assist in timely disposition of obsolete equipment and material.

### **II. GENERAL STATEMENT OF POLICY**

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

### **III. DEFINITIONS**

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

### **IV. MANNER OF DISPOSITION**

#### **A. Authorization**

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent [or designee](#) shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

#### **B. Contracts Over \$100,000**

1. If the value of the equipment or materials is estimated to exceed \$100,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly

executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$100,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$100,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment by conveying the property and title to:

1. another school district;
2. the state department of corrections;

3. the board of trustees of Minnesota State Colleges and Universities; or
4. the family of a student residing in the district whose total family income meets the federal definition of poverty.

***Legal References:*** Minn. Stat. § 13.591 (Business Data)  
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)  
Minn. Stat. § 123B.29 (Sale of School Building at Auction)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)  
Minn. Stat. § 645.11 (Published Notice)

***Cross References:*** MSBA Service Manual, Chapter 13, School Law Bulletin “F” (School District Contract and Bidding Procedures)

Descriptor Term: **School Properties Disposal**

Descriptor Code: **DN**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Surplus or obsolete items shall be donated to a public agency, sold, or discarded as deemed appropriate by the Business Office. This authority applies to furniture, equipment and other building contents. Authority for the disposition of real property (land & buildings) is retained by the school board.

Adopted: \_\_\_\_\_

*Burnsville Eagan Savage School District Policy 807*

Reviewed: \_\_\_\_\_

Revised: \_\_\_\_\_

Rescinds: 803

## **807 HEALTH AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minn. Stat. § 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minn. Stat § 182.676.

### **III. PROCEDURES**

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.
- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

#### **IV. PROGRAM AND PLANS**

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
  - 1. Asbestos
  - 2. Fire and Life Safety
  - 3. Employee Right to Know
  - 4. Emergency Action Planning
  - 5. Combustible and Hazardous Materials Storage
  - 6. Indoor Air Quality
  - 7. Mechanical Ventilation
  - 8. Mold Cleanup and Abatement
  - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
  - 10. Infectious Waste/Bloodborne Pathogens
  - 11. Community Right to Know
  - 12. Compressed Gas Safety
  - 13. Confined Space Standard
  - 14. Electrical Safety
  - 15. First Aid/CPR/AED
  - 16. Food Safety Inspection
  - 17. Forklift Safety
  - 18. Hazardous Waste
  - 19. Hearing Conservation

20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

## V. BUDGET

The superintendent [or designee](#) shall be responsible to provide for periodic school board

review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

## **VI. ENFORCEMENT**

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

***Legal References:*** Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)  
Minn. Stat. § 182.676 (Safety Committees)  
Minn. Rules Part 5208.0010 (Applicability)  
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

***Cross References:*** Burnsville Eagan Savage School District Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)  
Burnsville Eagan Savage School District Policy 701 (Establishment and Adoption of School District Budget)  
Burnsville Eagan Savage School District Policy 806 (Crisis Management Policy)

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT

Policy 803 Health and Safety Policy

I. PURPOSE

The purpose of this policy is to provide a safe and healthful environment for employees, students and the public in all school district buildings and on district grounds.

II. SCOPE

This policy is intended to protect the health and safety of employees, students, and visiting public. All employees must follow safe working practices, obey rules and regulations and work in a way that maintains the high safety and health standards developed and sanctioned by the school district.

III. DEFINITIONS

None.

IV. POLICY STATEMENT

The school district's health and safety programs will assist administration, supervisors, and staff in controlling hazards and risks which will minimize employee injuries and illnesses. This policy is designed to encourage all employees to promote the safety of their fellow employees, students, and the public. To accomplish health and safety goals, all administrators and supervisors are responsible and accountable for implementing this policy, and to insure it is followed. The policy of the district is to provide a safe work environment, adequate tools and training, and the necessary personal protective equipment. It is the employee's responsibility to follow the rules of safety as established for their protection and the protection of others, and to use the protective devices provided by the district.

The following written management plans have been established to assist in reducing or eliminating hazards to persons and facilities. The district expects that staff will fulfill their individual responsibilities toward achieving safety excellence and environmental responsiveness by exercising good judgment at all times and abiding by the requirements set forth in the health and safety programs listed below.

- Asbestos
- AWAIR (Safety Committee)
- Bloodborne Pathogens
- Chemical Hygiene (Lab Safety Standards)
- Community Right to Know
- Compressed Gas
- Fire Prevention & Protection
- First Aid/CPR/AED
- Hearing Conservation
- Indoor Air Quality
- Integrated Pest Management
- Lead In Water and Paint
- Lockout/Tag out
- OSHA Inspections & Compliance
- Playground Safety

<b>History:</b> Issued as Policy EB 7/94, revised 3/05; changed to Policy 803 5/13		
<b>Approved by:</b> Board of Education	<b>Clerk's Signature:</b> /s/ Bob VandenBoom	<b>Date:</b> May 16, 2013

- Personal Protective Equipment
- Aerial Lifts
- Propane Tank Safety
- Industrial Arts Safety Officer

*Cross References:*

- Radon Respiratory Protection
- Underground and Above Ground Storage Tanks
- Fork Lift Operations
- Hazardous Waste (pharmaceutical waste)
- Confined Space
- Emergency Action Plan
- Employee Right To Know
- Electrical Safety
- Machine Guarding
- Fall Protection
- Respiratory Protection

**V. RESPONSIBILITIES**

*Director of Operations and Properties* – maintain written management plans for each of the areas above and to ensure employees have access to these plans.

**VI. EXCLUSIONS**

None, it is assumed that the policy applies across the school district.

**VII. CONTACTS**

<u>Office/Department</u>	<u>Telephone Number</u>
Director of Operations and Properties	952-707-2035

**VIII. LEGAL REFERENCES**

M.S. 123B.57

M.S. 182 (Occupational Health & Safety)



**Agenda IV  
February 25, 2016**

**To:** Board of Education, Members  
**From:** Chair Luth  
**Date:** February 19, 2016  
**Re:** Committee Reports

The following committees may provide updates to the School Board:

- Policy Review Committee - Director Alt, committee chair
- Student Performance and Achievement - Director Currier, committee chair
- Technology Committee - Director Hill, committee chair
- Negotiating Committee - Director Sweep, committee chair