

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
February 3, 2011  
6:30 PM

- I. Call to Order
  - A. Welcome
  - B. Pledge of Allegiance
  - C. AVID at Nicollet Junior High School
- II. Business Meeting
  - A. Approval of Agenda
  - B. Consent Agenda
    - Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.
  - 1. Meeting Minutes 2
  - 2. Human Resources Report 4
  - 3. Donation of \$700 from Target to Vista View Elementary for first grade field trip expenses; \$1,000 from the Peace Maker Foundation to Gideon Pond Elementary to fund a Kindness Retreat for fifth grade students 5
- III. Unfinished Business
- IV. New Business
  - A. Approve the release for bid of construction documents related to BHS Phase 1 Deferred Maintenance Project (30 minutes) (Rider) 7
  - B. Approve contract with American Legion Post 435 for cooperative extra-curricular high school club (15 minutes) (Marshall) 9
- V. Reports
  - A. Student Advisor
  - B. Superintendent
  - C. Board Members
- VI. Adjourn

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 January 20, 2011

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

Members present: Directors Currier, Luth, Morrison, Schmid, Sweep, Teiken and Chair Hill. Others in attendance were Superintendent Randall Clegg, administrators and staff. Attendance

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

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

Moved by Director Luth, seconded by Director Morrison, to approve the consent agenda as follows: Consent Agenda Minutes

- Minutes of the January 6, 2011 Board meeting and Closed Session
  - Approve personnel changes for T. Merrill, K. Yunker, H. Eichten, S. Hermes, J. Kotfis, K. Sherman, K. VanSchoonhoven, C. Rossini, J. Walls, J. Champlin, S. Pribyl, B. Chavez, A. Vitali, M. Williams, R. Pelinka, S. Lind, L. Alkiswani, K. Beane, L. Hoffart, A. Lattery, A. Mueller, S. Morse
- HR Report

- Donation of \$60 from Erin Neutz and \$500 from Kelly Baron to Harriet Bishop Elementary; \$100 from Residential Mortgage Group/Mike Chang and Marjorie Soldberg-Chang to Harriet Bishop Elementary
- Donations

- Approve December payroll checks numbered 715172-715265, and Direct Deposit notices numbered 415395-418775, in the net amount of \$3,848,203.50. December and January claims to date represented by checks numbered 404448-405145, 1002033-1002257, 100460-100464 and wire transfers and adjustments, totaling \$7,080,053.70. Also, that the Board accepts December receipts of \$6,039,250.47 and investments for General Operations and Alt. Facilities and OPEB of \$17,175,877.71 as of December 31, 2010
- Payroll, Claims & Receipts

- Accept the Budget Analysis for the month ending December 31, 2010
  - Approve the Board Committee Appointments for 2011
  - Accept a \$1,600 [assistive technology] grant from the Metro ECSU sponsored by the Regional Comprehensive System of Personnel
- Chair Hill made special mention of donations to the District. Motion carried unanimously (7,0). Budget Analysis Board Appts. Metro ECSU Grant

Moved by Director Morrison, seconded by Director Luth, to approve the

2010-11 Revised Budget providing revenues and expenditures in all funds as follows:

<u>Funds</u>	<u>Revenue</u>	<u>Expenditure</u>
General Fund	\$109,133,898	\$112,801,550
Food Service	4,000,604	4,048,636
Community Service	6,571,007	6,571,007
Capital Projects	16,615,000	2,800,000
Debt Service	<u>8,997,245</u>	<u>8,577,132</u>
Total Gov't Funds	\$145,317,754	\$134,798,325
Trust & Agency	\$ 958,400	\$ 967,000
Internal Service	<u>16,568,910</u>	<u>17,478,566</u>
Grand Total	<u>\$162,845,064</u>	<u>\$153,243,891</u>

Motion carried unanimously (7,0).

Moved by Director Teiken, seconded by Director Morrison, to approve job descriptions for Executive Director Organizational Development, Employee Services Coordinator, Labor Relations Manager, Employment Specialist, Director of Labor Relations, and Employee Development Coordinator and approve posting and filling the positions of Director of Labor Relations and Employee Development Coordinator. Motion carried unanimously (7,0).

Moved by Director Currier, seconded by Director Sweep, to approve the 2011 Pay Equity Report. Motion carried unanimously (7,0).

Moved by Director Currier, seconded by Director Luth, to adopt the school calendar for the 2012-13 school year. Motion carried unanimously (7,0).

Moved by Director Luth, seconded by Director Schmid, to adjourn at 7:43 p.m. to a Board Workshop on BAC and Agenda Logistics.

\_\_\_\_\_  
Daniel W. Luth, Clerk

2010-11  
Revised  
Budget

HR Job  
Descriptions &  
Positions

Pay Equity  
Report

2012-13 SY  
Calendar

Adjourn

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

TO: Members, Board of Education  
Randall Clegg, Superintendent

FROM: Tania Z. Chance, Ph.D., Executive Director Human Resources

DATE: February 3, 2011

RE: Recommended Personnel Changes

**Certified  
Appointment**

Kimberly Weihman

\*Replacement-Long term substitute, 1.0 FTE, Neill/HV,  
effective 1/28/11

**Leave of Absence**  
Annie Engdahl

-Teacher, ST, requests a 1.0 FTE FMLA/maternity leave  
of absence, effective approx. 2/8/11 returning to work  
3/24/11

Roberta Kunkel

\*Teacher, ST, requests a 1.0 FTE  
FMLA/maternity/parental leave of absence, effective  
approx. 3/27/11 for a period of 12 weeks

**Resignation**

Melissa Barenbaum

-Teacher, ECSE, effective 1/31/11

Michele Shaughnessy

-Teacher, effective 1/20/11

**Change in Assignment**

Susan Keough

\*Employment Specialist, ASC, effective 7/01/11

**Classified  
Appointment**

Rosemarie Donnohue

\*Replacement-2nd Cook, ERJH, 2.5 hrs/wk, effective  
1/28/11

Phalecian Singleton

\*Employee Development Coordinator, ASC, effective  
2/21/11

Stacey Sovine

\* Director of Labor Relations, ASC, effective 2/21/11

**Resignation**

Michele Williams

-2nd Cook, BHS, effective 1/21/11

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 2/03/2011

DATE: January 27, 2011  
TO: Superintendent Clegg  
Board of Education  
FROM: Laura Pierce, Principal  
RE: Peace Maker donation

II.B.3  
February 3, 2011

I recommend the Board of Education recognize and accept the cash donation of \$1,000.00 received from the Peace Maker Foundation. The donation will be used to fund a Kindness Retreat for our fifth grade students.

I am grateful for the generous support from the Peace Maker Foundation.

To: Dr. Randall Clegg, Superintendent II.B.3  
From: Dr. Susan Risius, Vista View Principal  
Date: January 25, 2011  
Re: Donation

We are pleased to recognize Target for their generous donation and continued support of our school and students. We are honored to accept Target's contribution of \$700. to help cover the cost of first grade expenses (admissions/bus) for their field trip to the Minnesota Science Museum.

We have submitted this donation to the ISD 191 School Board for recognition and approval.

We are thankful Target is so dedicated to education and our community and are very grateful for their generous support.



Agenda IV.A  
February 3, 2011

To: Members, Board of Education

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

Date: February 3, 2011

Re: Approve BHS Phase 1 Deferred Maintenance Project construction documents and release for bid

**Recommendation: That the Board of Education approve the release for bid of construction documents related to BHS Phase 1 Deferred Maintenance Project.**

We have come down quite a lengthy path in preparing for where we are now in the BHS Phase 1 Deferred Maintenance Project. This process began back in the Facilities Utilization Taskforce meetings where participants spent a year reviewing facilities and enrollment boundaries. Out of this Taskforce came recommendations for renovations at BHS. With the input of BHS staff members and administration we have come to the point of releasing for bid the construction documents related to Phase I of this project. MDE has reviewed and approved the Review and Comment, the district has published this notification as required in the papers and is now ready to begin the bidding process for work to be performed over the next two summers.

As you may recall the Board of Education approved in November the Sale of Bonds for the BHS Phase 1 Deferred Maintenance Project. These bonds will be sold in the next few months dependent upon the best market projections and recommendation from the district Financial Advisors at Ehlers and Associates.

The tentative timeline for the next few weeks is as follows:

Monday, Jan. 24, 2011 - Review with BHS staff  
Thursday Feb. 3, 2011 - ATS&R present to the Board and seek Board approval  
Friday, Feb. 4, 2011 - First Advertisement for Bids  
Monday Feb. 14, 2011- Issue Construction Documents for Bid -  
Thursday March 10, 2011- Receive Bids -  
Thursday March 17, 2011- School Board meeting to award bids -

ATS&R will present for the Board of Education the final plans for the BHS Phase 1 Deferred Maintenance Project.

I recommend that the Board of Education approve the release for bid of construction documents related to BHS Phase I Deferred Maintenance Project.

**Independent School District 191**

**Burnsville-Eagan-Savage**

**Date:** January 28, 2011

IV.B  
February 3, 2011

**To:** Members of the Board of Education

**From:** Jeff Marshall, Athletic Director

**Recommendation:** That the Board of Education approve an agreement with American Legion Post 435 as an independent provider of high school athletics in the area of Rifle Target Shooting.

The American Legion Post 435 has proposed that the School District establish a relationship which would recognize the Post as an “Independent Provider Program for High School Lettering.” That is, students who are part of the Post’s team who meet established standards would earn a varsity letter awarded by Burnsville High School.

Although this is the first proposal of its kind in School District 191, similar independent provider programs exist in other schools; Farmington, St. Thomas Academy, and Cretin-Derham Hall, for example. The American Legion Post has done substantial work in preparing for this agreement, and most of the burden of its success will fall to the Post. Their efforts, as shown in the contract provided, make the recommendation viable.

Here are the items which support acceptance of the proposal:

- It meets the Board’s goal of increasing enrichment opportunities.
- It provides an additional activity at no cost to the District.
- It does not duplicate any current School District program.
- It honors the commitment and skill of student athletes.
- It enables students to earn an important recognition – a varsity letter.

This proposal raises some obvious questions. Here are some of them along with some answers:

**Definition:** In three-position sporter air rifle, competitors shoot at a target in three positions: standing, kneeling, and lying down. Four-position events also include a seated position. In addition to regular season competitions, there is also a sectional tournament, state tournament, and national tournament.

**Insurance:** The American Legion Post will carry insurance through the American Legion and agrees to indemnify the District.

**Costs:** The costs associated with this activity will be borne by the Post or by the participants. There will be no direct cost to the District, and the District may charge a fee to those who choose to seek a letter.

**Participation:** Only team members who are District 191 students and who meet the criteria for participation in District 191 sports programs may earn a letter under this agreement.

**Eligibility:** Students participating in this program must adhere to all rules, policies, and requirements of the District and the State High School League.

**Criteria:** The Post will establish lettering criteria which is comparable to criteria for lettering in other sports and which is acceptable to the District.

**Communication:** The Post will identify a person responsible for monitoring and recording student activity under this agreement and for communicating lettering recommendations to the Burnsville High School Athletic Director.

**Supervision:** This will be the hardest part from the District's perspective because the District must trust the Post to keep track of virtually everything. However, the Post has an interest in a long-term relationship with the District, and the students have the dual motivation of succeeding in their sport and earning a high school letter.

A member of the Post and parent of a current team member will be at the meeting.

**AGREEMENT FOR THE PROVISION OF SERVICES TO  
INDEPENDENT SCHOOL DISTRICT NO. 191 (BURNSVILLE)**

THIS AGREEMENT, is made and entered into by and between Independent School District No. 191, Burnsville (hereinafter referred to as the "School District"), and American Legion Post 435 (hereinafter referred to as the "Provider/Contractor").

**Matches**

WHEREAS, the School District desires to enter into an agreement with a qualified party to provide certain extra-curricular services; and

WHEREAS, the Provider/Contractor is duly qualified and willing to provide said extra-curricular services; and

WHEREAS, the School District is willing to enter into an agreement with the Provider/Contractor to provide said services on the terms, covenants and conditions hereinafter set forth; and

WHEREAS, the School District is authorized and empowered to secure from time to time certain services through contracts with qualified individuals, and

WHEREAS, the Provider/Contractor understands and agrees that:

1. The Provider/Contractor will act as an independent contractor in the performance of all duties under this Agreement;
2. The Provider/Contractor is not an agent, servant or employee of the School District and shall not make any such representations nor hold himself/herself out as such;
3. The Provider/Contractor shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, the Provider/Contractor's authority being specifically limited to the duties assigned to the Provider/Contractor under this Agreement;
4. The Provider/Contractor shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the Provider/Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the Provider/Contractor's activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required; and
5. The Provider/Contractor shall not accrue any continuing contract rights for the services performed pursuant to this Agreement.
6. The Provider/Contractor shall provide the School District with proof of general liability insurance that demonstrates insurance coverages of the following:
  - Premises – Operation;
  - Blanket Contractual – including any indemnity provisions;
  - Broad Form Property Damage;

Personal Injury;  
Operations of Independent Contractors;  
Automobile;  
Workers Compensation.

Such general liability insurance shall have the following policy limits:

General Aggregate: \$1,000,000.00  
Personal/Advertising Injury: \$1,000,000.00  
Bodily Injury/Property Damage: \$1,000,000.00  
Each Occurrence: \$1,000,000.00  
Umbrella Liability: \$1,000,000.00

The Provider/Contractor shall name the School District as an additional insured on its general liability insurance on a primary, non-contributory basis to any insurance of the School District. The additional insured obligation shall continue for the duration of the Agreement.

7. The Provider/Contractor shall comply with all School Board policies, procedures, rules and regulations as outlined in the information packet provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

#### **ARTICLE I**

##### **SERVICES TO BE PROVIDED**

Section 1. Provision of Services: The Provider/Contractor agrees to provide to the School District services relating to Rifle Target Shooting. The Provider/Contractor agrees to perform and complete the objectives described in the attached proposal, attached hereto as Exhibit A and incorporated herein by reference.

#### **ARTICLE II**

##### **COMPENSATION**

Section 1. Compensation/Fees: The Provider/Contractor shall set fees for its program and is responsible for collecting fees from student participants. The School District is not responsible for any unpaid fees.

**ARTICLE III**

**TIME DEVOTED BY THE PROVIDER/CONTRACTOR**

Section 1. Hours: It is anticipated that the Provider/Contractor will spend approximately 4-5 hours per week in fulfilling the Provider/Contractor's obligations under this Agreement. The particular hours may vary from day to day or week to week. However, the Provider/Contractor shall devote approximately one hundred fifty (150) hours per "season" (from June 1 through May 31 each year) to the Provider/Contractor's duties in accordance with this Agreement.

**ARTICLE IV**

**EXPENSES**

Section 1. Expenses: The Provider/Contractor shall be responsible for all costs and expenses incident to performing the services required under this Agreement.

**ARTICLE V**

**DURATION OF THE AGREEMENT**

Section 1. Duration: This Agreement shall commence upon the date of execution by all parties and will terminate May 31, 2012. This Agreement will remain in full force and effect, but may be terminated by either party upon written notice to the other; provided, however, any termination shall not be effective less than thirty (30) days following said notice.

**ARTICLE VI**

**INSURANCE AND OTHER BENEFITS**

Section 1. Insurance: During the terms of this Agreement, it is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability by and from the School District.

Section 2. Other Benefits: It is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided any other benefits, including, but not limited to, worker's compensation and unemployment benefits by and from the School District.

**ARTICLE VII**

**INDEMNIFICATION**

Section 1. Release and Indemnity: The Provider/Contractor agrees to hold harmless, indemnify and defend the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider/Contractor, or the Provider/Contractor's employees or agents, in regard to the Provider/Contractor's performance under this Agreement, and for any action commenced against the School District or any of its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives, the Provider/Contractor shall assume full responsibility and shall hold harmless, indemnify, and defend the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

## **ARTICLE VIII**

### **GENERAL**

Section 1. Notices: All notices or other communications shall be adequately served and shall be deemed served when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The School District or the Provider/Contractor may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices or other communications to each of them shall be addressed as follows:

To the School District:	Independent School District No. 191 Burnsville High School Attention: Athletic Director 600 East Highway 13 Burnsville, MN 55337
To the Provider/Contractor:	Jeffrey Skrogstad, Assistant Coach 13705 Krestwood Drive Burnsville, MN 55337

Section 2. Authorized Agent of the School District: The School District's authorized agent for the purpose of administration of the Agreement is the Burnsville High School Athletic Director. Said agent shall have final authority for approval and acceptance of the

Provider/Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement.

Section 3. Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 4. Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5. Assignability: The Provider/Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 6. Choice of Law: The laws of the State of Minnesota shall govern as to the interpretation, validity and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 7.: The Provider/Contractor agrees that any information and data received by the Provider/Contractor during the term of this Agreement shall be treated and maintained by the Provider/Contractor in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Provider/Contractor in the performance of the Provider/Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Provider/Contractor upon completion or termination of this Agreement.

Section 8. Entire Agreement: This Agreement is the entire agreement between the School District and the Provider/Contractor and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by

them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

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

INDEPENDENT SCHOOL DISTRICT NO. 191

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

PROVIDER CONTRACTOR

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

Addendum:

1. This is an "individual" activity, so it is not expected that all participants in the club will be students at Burnsville High School.
2. American Legion Post 435 will indicate a contact person to whom participants and parents may express concerns as they arise.
3. American Legion Post 435 will keep track of and submit an accounting of the actual time spent by students in fulfilling the obligations for practices and competitions. This will be submitted along with the request for student awards.