



**Future Ready. Community Strong.**

## **Special Meeting Agenda**

Diamondhead Education Center

April 16, 2020

6:30 PM

The meeting will take place via teleconference or other electronic means pursuant to Minnesota Statute 13.D.021. Please visit our website at [www.isd191.org](http://www.isd191.org) for viewing details.

- I. Call to Order
  - A. Welcome Public
  - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Meeting Minutes
- IV. Business Meeting
  - A. Adopt a Resolution Relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Certified Personnel at the Close of the 2019-20 School Year  
Stacey Sovine, Executive Director of Human Resources
  - B. Adopt a Resolution Relating to the Termination of Teaching Contracts for Named Long-Term Substitute Teachers Effective at the Close of the 2019-20 School Year  
Stacey Sovine, Executive Director of Human Resources
  - C. Adopt a Resolution Relating to the Termination and Nonrenewal of that Portion of Teaching Contracts in Excess of 1.0 and/or Beyond Contractual Rights at the Conclusion of the 2019-2020 School Year  
Stacey Sovine, Executive Director of Human Resources
  - D. Adopt a Resolution Proposing to Place Teachers on Unrequested Leave of Absence and Placing Teachers Who Have Not Requested a Hearing on Unrequested Leave of Absence  
Stacey Sovine, Executive Director of Human Resources
  - E. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2019-2021 Collective Bargaining Agreement with the Burnsville Education Association  
Stacey Sovine, Executive Director of Human Resources
  - F. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2019-2021 ProPay Memorandum of Understanding with the Burnsville Education Association  
Stacey Sovine, Executive Director of Human Resources
- V. Adjourn

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District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team.

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
April 7, 2020

The special workshop of the Board of Education was called to order by Chair Alt at 5:30 p.m. The meeting took place via electronic means pursuant to Minnesota Statute 13.D.021.

Call to Order

Directors Chester, Miller, Hume, Holweger, Schatz, Currier and Chair Alt were present. Superintendent Battle, Brian Gersich, Lisa Rider, Stacey Sovine, Imina Oftedahl, Aaron Tinklenberg, and Jami Kenney were also present.

Attendance

Currier joined the meeting at 5:43 p.m.

Purpose

Purpose: Final Workshop for FY21 Budget Discussion.

Adjourn

The workshop adjourned at 6:15 p.m.

April 16, 2020

DeeDee Currier, clerk

Date approved

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
April 9, 2020

The meeting of the Board of Education was called to order by Chair Alt at 6:30 p.m. The meeting took place via electronic means pursuant to Minnesota Statute 13.D.021.

Call to Order

Members present: Chester, Hume, Miller, Holweger, Schatz, Currier and Chair Alt. Student Representative Philipos was absent. Others in attendance were Superintendent Battle, Lisa Rider, Stephanie White, Stacey Sovine, Chase Ambrosia from OneDigital Health and Benefits, Brian Gersich, Aaron Tinklenberg and Jami Kenney.

Attendance

Alt asked Holweger to lead the Pledge of Allegiance.

Pledge

Moved by Schatz, seconded by Miller, to approve the agenda. Motion carried unanimously (7, 0).

Agenda

Received a report about FY21 Final Budget Adjustments from Lisa Rider, executive director of business services.

Reports

Received verbal reports from Dr. Theresa Battle, superintendent, Director Currier and Chair Alt.

Moved by Schatz, seconded by Currier, to approve, the consent agenda:  
-Approve minutes of the regular board meeting on March 19, 2020, and special board meeting on March 31, 2020.

Consent Agenda  
Minutes

-Approve personnel recommendations for Lynn Baggot, Cynthia Mullins, Geoffrey Cleveland, Kari Spry, Glenn Simon, and Lydia Simon.

Personnel

-Adopt a resolution to approve and accept donations as presented.

Donations  
Bid

-Award the base bid in the amount of \$185,895.00 for the 2020 Boiler Replacement project at Nicollet Middle School to Pioneer Power Inc.

-Approve non substantive changes to Policies 523: *Policies Incorporated by Reference*; 703: *Annual Audit*; and 904: *Distribution of Materials on School District Property by Nonschool Persons*.

Policies

-Schedule a special board meeting on April 16, 2020 at 6:30 p.m. for staffing changes.

Special Board  
Meeting

Motion carried unanimously (7 0).

Moved by Hume, seconded by Miller, to approve the 2020-2021 Birth-to-Three Early Childhood Special Education Program and Evaluation Team Calendar. Motion carried unanimously with discussion (7, 0).

ECSE Birth to  
Three calendar

Moved by Chester, seconded by Hume, to approve, on a first reading basis, the change to Policy 516: *Student Medication*.

Policies

Motion carried unanimously (7, 0).

Moved by Chester, seconded by Schatz, to approve, on a first reading basis, changes to Policy 802: Disposition of Obsolete Equipment and Material. Motion carried unanimously (7, 0).

The meeting adjourned to a board workshop at 7:14 p.m.

The purpose of the workshop was Health and Dental Insurance Renewal.

The workshop adjourned at 7:34 p.m.

Adjourn to workshop

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DeeDee Currier, clerk

Date Approved

DRAFT

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

AGENDA IV.A.

To: Members of the Board of Education  
Superintendent Dr. Theresa Battle

From: Stacey Sovine  
Executive Director of Human Resources

Date: April 16, 2020

RE: Resolution relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Certified Personnel at the close of the 2019-2020 school year.

**RECOMMENDATION:** It is the recommendation that the Board of Education adopt the following resolution:

**BE IT RESOLVED,** by the Board of Education of Independent School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2019-2020 school year.

<b>Name</b>	<b>School</b>	<b>FTE</b>
Amarreh, Hamida	BHS	1.00
Anderson, Daniel	MMS	1.00
Anderson, Laurie	ECFE	0.20
Beckmann, Emily	MMS	1.00
Berling, Holly	HB	0.50
Boudreau, Melanie	ECFE/ST	1.00
Brace, Roxanna	GP	1.00
Brucker, Shantell	VV	1.00
Bueno, Holly	MWS	0.50
Burke, Christie	MMS	1.00
Caldwell, Daria	BHS	1.00
Clark, Joseph	MMS	1.00

Decker, Justin	BHS	1.00
Essig, Robert	BHS	1.00
Ford, Elizabeth	SO	1.00
Fournier, Kristen	MMS	1.00
Fracisco, Andre	MMS	1.00
Galioto, Melynda	RA	1.00
Giles, Sharon	ECFE	0.40
Haakonson, Max	EN	1.00
Hanson, Beverly	EN	0.50
Harmon, Li	MMS	1.00
Harrison, Christina	MMS	1.00
Hassan, Qorsho	GP	1.00
Holman, Sandra	NMS	0.58
Isaacson, Melissa	HB	1.00
Jonart, Mollie	ERMS	1.00
Kielas, Ann	BHS	0.60
Kohner, Joseph	NMS	1.00
Kranz, Nicolette	HV	1.00
Kulas, Krista	R/ST	1.00
Last, Steven	MMS	1.00
Lekach Rosenberg, Noam	MMS	1.00
MacGibbon, Taryn	SO	1.00
Millin, Emily	BHS	1.00
Novine, Cheryl	MMS	1.00
Olatoye, Omotoke	BHS	0.60
Quinn, Katie	NMS	1.00
Sampers, Cynthia	ECFE	0.10
Shannon Warner, Lindi	ERMS	1.00
Stangl, Melissa	EN	1.00
Swartout, Megan	GP	1.00
Taack, Gina	HV	1.00
Tano, Derek	BHS	1.00
Taylor, Jordan A-M	ECFE	0.10
Thomas, Emily	BHS	1.00
Ulrich, Julia	SO	1.00
Villa, Kyliah	MMS	0.50
Weisbond, Jonah	NMS	1.00
Wening, Alesha	GP	1.00
Williams, Caley	MMS	1.00

Wills, Alexandria	HV	1.00
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**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.

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

AGENDA ITEM: IV.B.

To: Members of the Board of Education  
Superintendent Dr. Theresa Battle

From: Stacey Sovine  
Executive Director of Human Resources

Date: April 16th, 2020

RE: Resolution relating to the Termination of Teaching Contracts for the following Long Term Substitute Teachers effective at the close of the 2019 – 2020 school year

**RECOMMENDATION:** It is the recommendation that the Board of Education adopt the following resolution:

**BE IT RESOLVED,** by the Board of Education of School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2019 - 2020 school year.

Last Name	First Name	School
Barkus	Brittany	NMS
Brandon	Debra	ECSE
Chantra	Christina	GP
Chermack	Shelly	ER
Daniell	Donna	ER
Garcelon	Taylor	ER
Glattly	Camilla	BHS
Grgurovic	Anna Patricia	ER
Heim	Mary	ESCE
Hollingsworth	Kristin	DW
Kelly	Katie	MMS
Mickelson	Ashly	VV
Mosher	Nancy	ST
Osman	Fahmo	NMS
Pettes	Julie	VV
Schmidt	Dwight	BHS
Schmidt	Dwight	BAHS

Stellick	Edith	ER
Tofte	Andrew	WB
Topic	Mary	VV/R

**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.

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

AGENDA ITEM: IV.C.

To: Members of the Board of  
Education Superintendent  
Dr. Theresa Battle

From: Stacey Sovine  
Executive Director of Human Resources

Date: April 16, 2020

RE: Resolution relating to the termination and nonrenewal of that portion of  
teaching contracts in excess of 1.0 and/or beyond contractual rights at the  
conclusion of the 2019 – 2020 school year.

**RECOMMENDATION:** It is the recommendation that the Board of Education adopt the  
following resolution:

**BE IT RESOLVED**, by the Board of Education of Independent School District 191  
that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be  
terminated at the close of the 2019 – 2020 school year.

<b>Teacher Name</b>	<b>TOTAL FTE</b>
Christopher Brown	.0972 FTE
Anthony Coronis	.0318 FTE
Catherine Flynn	.0650 FTE
Andre Fracisco	.0650 FTE
Jeffrey Hammer	.0650 FTE
Ronna Johnson	.0333 FTE
Bounthavy Khamratthanome	.0332 FTE
Pat Mosey	.0650 FTE
Berenice Nava	.0650 FTE
Sarah Nimchuk	.0012 FTE
Emily Robb	.0650 FTE
Mark Van Der Woude	.0268 FTE
Vincent Varpness	.0492 FTE
Caley Williams	.0650 FTE

**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding  
termination and nonrenewal of his/her contract as provided by law.



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

Member \_\_\_\_\_ introduced the following  
resolution and moved its adoption:

RESOLUTION: (1) PROPOSING TO PLACE  
TEACHERS ON UNREQUESTED LEAVE OF ABSENCE and (2) PLACING  
TEACHERS WHO HAVE NOT REQUESTED A HEARING ON UNREQUESTED  
LEAVE OF ABSENCE

BE IT RESOLVED by the School Board of Independent School District No. 191, as  
follows:

1. That it is proposed that the following teachers be placed on unrequested leave of absence without pay or fringe benefits, effective at the end of the 2019-2020, school year, pursuant to Minnesota Statutes, §122A.40, subdivision 10 and Article XIII of the Collective Bargaining Agreement between the School District and the Burnsville Education Association:

Name	FTE to be reduced by ULA
Casserly-Smith, Mary	1.00
Gravink, Ashley	1.00
Kohn, Grace	0.25
Kramer, Krista	0.33
Loran, Kerianne	1.00
McInnis, Marnie	1.00
Nava, Berenice	1.00
Pfeiffer, Donna	0.40
Regnier, Stacy	1.00
Richards, Jesse	1.00

2. That written notice be sent to said teachers regarding the proposed placement on unrequested leave of absence without pay or fringe benefits as provided by law in substantially the following form:

Dear Mr./Ms. \_\_\_\_\_:

You are hereby notified that at the April 16, 2020 meeting of the School Board of Independent School District No. 191, consideration was given to your placement on unrequested leave of absence, without pay or fringe benefits, as a teacher of Independent School District No. 191, and a resolution was adopted by a majority vote of the School Board proposing your placement on unrequested leave of absence effective at the end of the 2019-2020 school year, pursuant to Minnesota Statutes §122A.40, subdivision 10 and Article XIII of the Teachers' Collective Bargaining Agreement between the School District and the Burnsville Education Association, on the following grounds:

Discontinuance of Position, Lack of Pupils and  
Financial Limitations

You are entitled to a hearing provided that you make a request in writing within fourteen (14) days after receipt of this notice. If you request a hearing, it will be held before a hearing officer on May 6, 2020, at 10:00 a.m. at the School District offices located at 200 West Burnsville Parkway, Burnsville, Minnesota. If no hearing is requested within such period, it shall be deemed acquiescence by you to the School Board's proposed action, and your placement on unrequested leave of absence shall be effective at the end of the 2019-2020 school year.

Sincerely,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 191

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Clerk of the School Board

4. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave of absence as set forth in Minnesota Statutes, §122A.40, subdivision 10, and are hereby adopted as fully as though separately set forth and resolved herein.

5. In the event any or all of the teachers identified herein do not make a request in writing for a hearing within fourteen (14) days of receipt of Notice of Proposed Unrequested Leave of Absence, it is hereby resolved that those teacher(s) be and hereby are placed on unrequested leave of absence effective at the end of the 2019-2020 school year.

BE IT FURTHER RESOLVED, that the teacher(s) identified herein be personally served a Notice of Placement on Unrequested Leave of Absence no later than June 30, 2020.

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.

To: Members of the Board of Education  
Superintendent Dr. Theresa Battle

From: Stacey Sovine  
Executive Director of Human Resources

Date: April 16, 2020

RE: **PROPOSED REVISIONS IN THE 2019-2021 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2019-2021 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

Negotiators for the Burnsville Education Association including Chief Negotiator, Sara Strahota, Mike Blair, Dan King, Patrick Chesla, and Melissa Blandin met with representatives from the District to negotiate a two-year agreement. The parties began negotiating on September 25<sup>th</sup>, 2019 and reached a tentative agreement on March 16, 2020. Members of the District team included Board Members, Eric Miller, Jen Holweger, and Darcy Schatz, and Executive Directors Lisa Rider and Stacey Sovine. BEA members voted on April 2, 2020.

**Highlights of the 41 language items changed include:**

1. Removed Fair Share language as a result of the USSC Janus decision;
2. 1% increase on the salary schedule in year 1 and 1.3% increase in year 2;
3. Only stipend positions held by ISD 191 teachers shall be compensated according to Appendix C-3.;
4. Compensation method determined for Overload positions;
5. Aligned Long Term Disability Language with other units;
6. Clarified sick leave accrual language;
7. Modified ABE and ECFE salary schedule to allow for Career Increments;
8. Projected 2 year cost of the package to the district will be \$5.1 million dollars over two years reflecting an MSBA 5.36% increase and \$1.3 million dollars less than the previous two-year agreement.

Attachments:  
Summary of Language Changes

# **MASTER AGREEMENT**

**~~2017~~-2019 - 2021**

**BOARD OF EDUCATION**

**INDEPENDENT SCHOOL DISTRICT 191**

**BURNSVILLE, MINNESOTA**

**and**

**BURNSVILLE EDUCATION ASSOCIATION**

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**INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE EDUCATION ASSOCIATION  
2017-2019 - 2021**

**PREAMBLE**

THIS AGREEMENT, entered into between Independent School District No. 191, Burnsville, Minnesota (hereinafter referred to as the School District) and the Burnsville Education Association (hereinafter referred to as the Association or BEA), pursuant to and in compliance with the Public Employment Labor Relations Act, as amended (hereinafter referred to as the P.E.L.R.A.), is to provide the terms and conditions of employment for teachers for the duration of the Agreement.

**ARTICLE I  
RECOGNITION**

The School District hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed teaching personnel as defined in the P.E.L.R.A. whether under contract, on leave, on a per diem, hourly or class rate basis. Such representation shall exclude the superintendent, assistant superintendents, principals, assistant principals, supervisory and confidential employees as defined in the P.E.L.R.A, and such other employees excluded by law. The term "teacher," when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined who are required to be licensed by the State of Minnesota. In addition, occupational therapists, licensed by the American Occupational Therapy Certification Board, are represented by the Association.

**ARTICLE II  
COPIES OF RECORD**

There shall be two (2) signed copies of the final Agreement for purposes of record; one (1) retained by the School District and one (1) by the Association.

**ARTICLE III  
STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT**

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

Section 2. Effect of Laws, Rules, and Regulations: All teachers covered by this Agreement, the School District and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the United States Department of Education, Minnesota Department of Education, and valid rules, regulations, and orders of all other State and Federal governmental agencies. Any provision of this Agreement herein found to be in violation of any such laws, rules, regulations, or order shall be null and void and without force and effect. The School District has the obligation and authority to comply with any such law, rule, regulation, and order.

Section 3. Meet and Negotiate: The School District agrees not to meet and negotiate with any teachers' organization other than the BEA, as long as the BEA is the exclusive representative of the teachers of Independent School District 191 as defined in P.E.L.R.A. The exclusive representative recognizes the School Board's inherent rights as defined in P.E.L.R.A.

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

## ARTICLE IV TEACHER RIGHTS

Section 1. Rights in this Agreement: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of 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, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join employee organizations, and shall have the right not to form and join such organizations. Teachers 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 District.

Section 3. Meet and Confer Committee: Recognizing that teachers have the right to meet and confer with the School District regarding any and all policies and practices of the School District, the School District agrees to work with the BEA president to establish topics, format and schedule for the coming school year.

Section 4. Dues Check Off: **Effective July 1, 2020**, any teacher 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 membership dues in the Association, including Education Minnesota and the National Education Association. The Association will notify the District by September 15, each year the amount of dues to be deducted. Pursuant to such authorization, the School District shall deduct one **sixteenth (1/16) seventeenth (1/17)** of such dues from each regular salary check of the teacher beginning in **mid-October** and ending in **May mid-June** of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by **May mid-June**.

Section 5. Fair Share Fee: ~~Teachers covered by this Agreement who are not members of the Association shall be required by the Association to contribute a fair share fee for services rendered by the Association, to the extent and subject to the procedures as provided by P.E.L.R.A. as amended.~~

~~Subd. 1. Upon receipt of written certification from the Association designating teachers who are non-members of the Association and the amount of the fair share fee, the School District shall deduct the certified fair share fee in equal payments from every regular salary check of the teacher ending in May of each year of the Agreement. The School District shall promptly transmit the deducted fair share fees to the Association and shall indicate any changes in personnel from the alphabetical list of non-members. A challenge by a teacher aggrieved by the assessment shall be subject to the proceedings provided by P.E.L.R.A., and therefore, such a challenge shall not be subject to the grievance procedure in this Agreement.~~

**Subd. 2.** If an assignment requires a substitute teacher to work more than fourteen (14) hours per week and for more than thirty (30) consecutive days per year for the same teacher, the position shall be filled with a teacher hired by the district for the duration of the assignment. That teacher automatically becomes for the duration of that assignment a member of the appropriate unit covered by this Agreement. In such instances, daily pay shall be calculated by placing the teacher appropriately on the salary schedule per Article V, Section 1, and sick absence shall be accrued at the rate of one (1) day per month.

Section 6. Payment to Association: With respect to sums deducted by the School District in Section 4 and 5 hereof, the School District agrees to remit to the Association said amounts promptly each month accompanied by an alphabetical list of teachers from whom such deductions have been made.

Section 7. Association Representatives: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. An Association representative shall check with the building principal's office upon entering the building.

Section 8. Buildings and Facilities: The Association shall have the right to use school facilities and equipment, including typewriters, computers, e-mail, voicemail, fax machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and the School District reserves the right to assess charges for such usage consistent with the School District practice relating to private organizations. The user shall request equipment from the responsible individual and have time and use determined when checked out.

Section 9. Bulletin Boards: The Association shall have the exclusive right to post notices of activities and matters of Association concern on an Association bulletin board, at least one (1) of which shall be provided in each school building. The Association shall have the right to use the District mail service and teacher mailboxes for communications to teachers and the School District shall have an Association mailbox in the building designated by the Association; such communication to be unimpaired and uncensored.

Section 10. Information: The School District agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certificated personnel, and agendas and minutes of all Board meetings. In addition, by October 1 of each school year, the District shall provide in electronic form to the Union census and membership data; names, social security numbers, starting and ending employment dates, addresses, telephone numbers, birthday (not including the year of birth), full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed; and salaries paid thereto. This information will be provided in a timely fashion upon request to the Union president. In addition, the Association president or designee shall be provided with a Board packet of information as is provided by the District for members of the media.

Section 11. Teacher Organization Absence

- Subd. 1. The exclusive representative shall have twenty-five (25) non-cumulative days credited to it at the beginning of each school year. Four (4) non-cumulative additional days shall be granted the exclusive representative for purpose of cooperative lobbying efforts in coordination with the Board of Education and District Administrators.
- Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Executive Director of Human Resources or designate at least three (3) days prior to the absence.
- Subd. 3. Up to five (5) teacher representatives shall be allowed to attend mediation or arbitration sessions, at no loss of pay, when ordered by the Bureau of Mediation Services.
- Subd. 4. Additional days may be purchased by the Association at substitute teacher reimbursement rates.
- Subd. 5. The BEA president shall be released full-time without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all

rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. 50% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the ~~2017-2019~~ 2019-2021 contract settlement. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year.

Section 12. Just Cause, Obligations and Professional Conduct:

Subd. 1. The teacher shall adhere to the set of principles which define professional conduct. The School District shall not take any disciplinary action, including adverse evaluation and reduction of compensation, with respect to any teacher without just cause.

Subd. 2. The School District shall draw a teacher's attention to the lack of professional conduct in the following ways:

- a. Coaching and non-disciplinary corrective actions including:
  - i. Informal conversation with supervisor
  - ii. Communication via e-mail outline expectations, supports and directives
  - iii. Written documentation of Verbal Warning
  - iv. Written Warning
  
- b. Discipline actions including:
  - i. Written Reprimand
  - ii. Suspension without pay
  - iii. Letter of Deficiency
  - iv. Loss of salary increase for substandard performance
  - v. Discharge per M.S. § 122A. 40.

Use of items "a" to "b" 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 corrective actions or forms of discipline may be used.

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

- a. a review of the rule, regulation, code, policy, etc. that defines the expected behavior;
- b. a description of the inaction or failure of the employee to comply with the expectation, including an outline of previous oral or written reprimands;
- c. a reference to the grievance process as defined in the Master Agreement; and
- d. notice that the Association President will be copied any suspension without pay, notices of deficiency, loss of salary increase, or notice of discharge unless the teacher objects in writing within ten (10) calendar days; any grievance in this category would begin at Level III.

**ARTICLE V  
COMPENSATION**

Section 1. Status of Salary Schedules: The salary schedules contained in Appendix A are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a part of the continuing contract and the schedule contained herein is no longer applicable after June 30, 2019. In the event that a new Agreement has not been mutually adopted by July 1, 2019, teachers will be covered under M.S. § 122A. 40 and the salary for 2019-2020 will be that stipulated on the individual contract for 2018-2019 until a new Agreement is reached subsequent to July 1, 2019, and the conditions of the new Agreement will determine salaries for 2019-2020.

Section 2. Licensure: Each teacher must submit a copy of a valid Minnesota teacher's license, and an official transcript of all college credits. This material will be kept on file in the District office during the entire time that the teacher is employed in the school system.

- Subd. 1. Effective until January 1, 2019, teachers hired on or after July 1, 2010 must maintain the certifications on their license in place at the time of hire for the duration of their career in the district. Failure to maintain such certifications in place at the time of hire, will result in termination, effective at the conclusion of the school year during which the certification is surrendered.
- Subd 2. In the event a teacher does not have a current, valid license by the first day of class of a given year, he or she will not be allowed to teach, will not be paid and will not receive benefits until such time a current, valid license has been printed as documented on the MDE website.
- Subd. 3. In the event a teacher does not have a current, valid license by October 15th of a given year, he or she will be terminated immediately.
- Subd 4. A teacher may petition the Executive Director of Human Resources by August 15th if the teacher believes that their license will not be renewed prior to the first day of class. If evidence supports that the Department of Education caused the delay in issuing the license, the Executive Director of Human Resources may waive Subd. 2 and Subd. 3.

Section 3. Credits allowed for lane placement or advancement:

- Subd. 1.
  - a. Degree credits are part of a teaching or administrative degree program; i.e. recognized by an accredited graduate school.
  - b. Graduate degrees earned exclusively on-line must be from an accredited graduate school.
- Subd. 2. Program credits are not part of a teaching degree program but reflect intent to improve content knowledge specific to assignment or pedagogical skills.
- Subd. 3. In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved in-service credits are defined by the Executive Director of Human Resources, including quarter credit values.
- Subd. 4. Prior to denying credits for lane change or reimbursement, the Assistant Superintendent for Teaching and Learning and President of the BEA will review the proposed coursework and make a recommendation to the Executive Director of Human Resources.

Section 4. Initial Placement:

- Subd. 1. All credits to be counted for initial placement must be earned after licensure to teach, except as noted below.
  - a. Credits earned as part of a specific post baccalaureate program to provide teaching licensure shall be counted toward lane placement.
  - b. If an advanced degree is obtained before licensure, that degree counts only if it is in a field directly related to license(s) held and/or the assignment for which he or she was hired.
  - c. Persons hired with two (2) Bachelor's degrees may be credited with a lane advancement at

the time of initial employment.

Section 5. Credits disallowed for lane placement or advancement:

- Subd. 1. Credits older than five (5) years unless part of a degree program.
- Subd. 2. Undergraduate credits earned prior to teacher licensure.
- Subd. 3. In-service credits obtained while in employment outside District 191.
- Subd. 4. Credits earning lower than a C grade.
- Subd. 5. Step placement:
  - a. A teacher new to the School District may be placed on a step of the salary schedule at the discretion of ISD 191.
  - b. Experienced teachers new to the Burnsville system shall receive credit for up to five (5) years for past teaching experience in public schools on a year for year basis, and appropriate lane placement. Such experience must have been gained within the last seven (7) years.
  - c. Additional experience may be granted upon the discretion of the Executive Director of Human Resources or designate, for past teaching experience in public schools if the experience specifically benefits both parties. Such other types of experience as teaching in non-public schools, teaching in colleges, trade and industry activities, specialized work requiring technical skills and training, etc., may be counted. Such experience if allowed, must have been within the immediately preceding years.
  - d. Outside experience will be counted for full academic years only of actual teaching or related services.

Section 6. Lane Changes:

- Subd. 1. Credits must be pre-approved in writing in Human Resources.
- Subd. 2. Credits may be used only once for lane advancement.
- Subd. 3. Teachers eligible for a lane change must file a lane change request form which shall list previously approved courses to be used for the lane change.
- Subd. 4. Upon verification of the completion of course work (e.g., college transcript), a lane change will be retroactive to the date of completion of the course work. In no instance shall the date of retroactivity exceed six months.

Section 7. Reimbursable Credits:

- Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:
- Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A.

+60/Specialist will be paid annually by the School District subject to Subd 3:

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

Section 8. Professional Growth/Step Advances:

- Subd. 1. Step advancement is granted at the beginning of the academic year, provided each teacher has completed a year of satisfactory service.
- a. Teachers, K-12, who work 1104 hours (three-fourths full time) or more of satisfactory service shall advance each year.
  - b. Teachers, K-12, who work fewer than 1104 hours shall advance when experience earned equals three-fourths (3/4) year or more and is in consecutive years unless separated by an approved leave. All fractions over three-fourths (3/4) are dropped in calculating cumulative experience.
- Subd. 2. Probationary teachers shall be evaluated according to statute using the District's Teacher Development and Evaluation instrument. Notification that a probationary employee's contract will not be renewed shall be given according to statutory timelines.
- Subd. 3. Consistent with M.S. 122A.40 Peer Review, continuing contract (tenured) teachers shall be reviewed by their peers consistent with the Performance Appraisal System adopted by the Board of Education. A continuing contract teacher shall be deemed to have had a year of satisfactory performance unless that employee has been given notification, in writing, of substandard performance by January 1 and prior to March 1 of that year, the employee has had the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance.
- Subd. 4. After the procedures set forth in Subd. 2 above have been followed and assuming dismissal proceedings have not been instituted, a licensed employee who has had a year of unsatisfactory performance will not be granted a salary increase.

Section 9. Successive Years on the Same Step: If a teacher remains for more than one (1) year at any given step for any reasons, none of the repeat years at that step qualifies for step advancement in that or any other lane. If eligible, career teacher compensation pay shall be paid but added to current placement if the above sentence is applicable.

Section 10. Career Teacher Compensation

- Subd. 1. In the fifteenth year of service to the School District 191, a teacher shall receive the first career step. In the twentieth year of service to the School District 191, a teacher shall receive the second career step. (See Appendix C)
- Subd. 2. See Article V, Section 9 for teachers on same step for successive years.
- Subd. 3. A year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. (Effective 1987).
- Subd. 4. A year of experience within the School District is one in which a teacher has worked in a

position covered by this collective bargaining agreement at least 1104 contracted hours.

- Subd. 5. A teacher who works at least 1104 contracted hours in consecutive years also gains a year of experience. Part years separated by an approved leave shall accumulate toward a year of experience credit.
- Subd. 6. To be eligible for career teacher compensation steps, the service must have been rendered in District 191 and service outside District 191 before or after employment in District 191 shall not be counted for such placement.
- Subd. 7. Exceptions to Subd 6. are sabbatical leaves, exchange teaching and teaching while on professional leave. Subdivisions 3, 4 and 5 remain applicable.

Section 11. Part-day Licensed Employee Compensation: Part-day licensed teachers shall receive pay based on the comparison of the student contact time with that of full-time teachers at the same level of instruction. Part-day licensed teachers shall receive preparation and professional time in the same proportion as that of a full-time teacher at the same level of instruction.

SECTION 12. Prep Reimbursement for Traveling Teachers:

- Subd. 1. Teachers who travel to more than one site in a given day, shall receive preparation, lunch and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. Adequate time shall be given for travel from one location to another.
- Subd. 2. Teachers who travel and receive additional annual FTE will not be assigned before school or after school supervision duties but may still be required to attend meetings.
- Subd 3. Teachers who do not have prep time equivalent to 5 minutes for every 25 minutes instruction will be compensated for the loss prep time an additional .2 annual FTE prorated for the period of time they work that schedule.

Section 13. Pay Dates and Deductions:

- Subd. 1. The final payroll check may be withheld by the School District until all required reports are submitted.
- Subd. 2. Teachers under continuing contract shall receive their salary payments via direct deposit within the following options:
  - a. 1/24 of their annual salary on each of the first nineteen (19) pay dates and 5/24 of their annual salary on the 20th pay date.
  - b. 1/24 of their annual salary on each of the twenty-four (24) pay dates.
- Subd. 3. Options once made are final for the entire school year. Returning teachers shall retain the same option for each year as they selected in the preceding year unless Accounting is notified in writing to the contrary by August 15 of each year of the contract, in individual cases.
- Subd. 4. Teachers new to the District and beginning on the first working contract day will have their first pay date on September 15 or on the Friday preceding September 15 if it should fall on a week-end. Teachers new to the District will receive 1/23 of their annual salary on each of the 23 pay dates.

- Subd. 5. Teachers hired prior to April 1 will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-August. Teachers employed on or after April 1, will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-June each year.
- Subd. 6. For returning teachers, the first pay date of each school year shall be the last working day of August. Pay dates shall be the 15th and last day of each month. If the date falls on a weekend or holiday, the pay date shall be on the first banking date prior to the weekend or holiday.
- Subd. 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

Section 14. Tax Sheltered Annuities, Qualified Retirement Plans and Deferred Compensation Plans: Tax sheltered annuities, qualified retirement plans and deferred compensation plans, either variable or fixed, shall be made available to teachers. District matches as described in Article XII, Section 9 will only be made to approved 403(b) plans. Regulations and procedures are available in the Human Resources Office (see Article XII, Section 9).

- Subd. 1. TSA payments deducted from payroll shall be sent to vendors within five (5) business days of each deduction.
- Subd. 2. Board policy and regulations will be updated annually for compliance with State/Federal Laws.

Section 15. Flexible Benefit Plan: Regulations and procedures are available in the Human Resources Office. Board policy and accompanying regulations will be updated annually to comply with IRS Regulations.

Section 16. Rolling Window: If a teacher has been misplaced on the salary schedule, the teacher has a two-year rolling window to make corrections. If it is found that the teacher has been misplaced on the salary schedule, the recalculation period will go back two years from the time that the Executive Director of Human Resources is made aware of the problem.

## ARTICLE VI EXTRA COMPENSATION

Section 1. Co-Curricular Assignments: **Effective July 1, 2020**, stipends are negotiated by position as identified in Appendix C-3 **and will apply only to ISD 191 teachers.**

- Subd. 1. Vacancies shall be posted at least seven (7) days prior to filling the vacancy.
- Subd. 2. The assignments for stipend positions are appointed by the administration.
- Subd. 3. Stipend pay shall be issued in equal payments over the duration of the assignment commencing on the pay date following fifteen (15) days of co-curricular assignment and ending on the pay date following completion of the co-curricular assignment. Errors in payments will be corrected on the pay date following detection of the error.
- Subd. 4. Longevity: Effective July 1, 2004, after completing seven (7) years as a head coach or chief advisor for a single activity (male/female), the coach or advisor will receive an additional longevity increment equivalent to 5% of the stipend amount.
- Subd. 5. M.S. §122A. 58 shall apply to all licensed coaches.

Section 2. Pro-rated Assignments: Pro-rated pay is paid to teachers who are assigned work beyond or before the regular contract year at duties similar to their work year assignment and to vocational education teachers who are eligible to receive categorical funding for their salaries.

- Subd. 1. Pro-rated pay is calculated on the previous year's salary using an 8-hour day for work prior to July 1, and on the next year's salary for work July 1 or later.
- Subd. 2. Activities appropriate for prorated pay for vocational education teachers may include direct student contact, curriculum writing and attendance at workshops approved for vocational education licensure.

Section 3. Speech Pathologists: Speech Pathologists who provide the District with a copy of their Certificate of Clinical Competence issued by the American Speech and Hearing Association will be reimbursed \$2,500 per school year, provided the copy is received by January 31<sup>st</sup> of each year.

Section 4. Hourly Assignments: Hourly pay is negotiated for type of work, as identified in Appendix C-4.

Section 5. Minor Administrative Assignments: Minor administrative assignments shall include, but not be limited to, athletic coordinators, PAC manager, area leaders, computer facilitators, and administrative assistants. The Executive Director of Human Resources shall determine stipends for minor administrative assignments within sixty (60) days of the ratification of the new Master Agreement.

Section 6. Mileage: Staff members who receive prior authorization to 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 7. Voluntary: Acceptance of any position described in this Article shall be voluntary.

Section 8. Docking: Instances of absence without pay will call for deduction of salary on a pro-rata basis with a minimum of one-half (½) day.

Section 9. Overloads. When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Compensation for one semester shall be \$2,000 per semester plus calculation for lost prep time per semester for the addition of a current course offering or \$3,500 per semester plus calculation for lost prep time per semester for the addition of a new course offering.

## ARTICLE VII GROUP INSURANCE

Section 1. Health and Hospitalization Insurance Options:

- Subd. 1. Effective July 1, 2011, for all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee. Effective at the start of the 2006-2007 school year, full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.
- Subd. 2. Effective July 1, 2011, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of

the premium shall be paid by the District.

Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Subd. 4. Except as listed below, teachers working at least 20 hours per week but less than 30 hours per week shall contribute 30% of the premium for dependent coverage, effective July 1, 2006. Effective July 1, 2010, teachers working at least 20 hours per week but less than 30 hours per week shall contribute the equivalent value of 30% of the composite premium for dependent coverage. The balance shall be paid by the District.

Exceptions as listed below receive health insurance contributions as per Subd. 2.

- teachers on parental leave, working at least .5
- teachers hired prior to July 1, 2006 with a .5 or greater contract
- teachers with a .5 contract prior to July 1, 2006, who temporarily accept an assignment greater than .5, have the right to return to .5 with benefits as per a full-time employee as outlined in Subd. 2.

Subd. 5. The balance of any additional premium for optional single or dependent District plans shall be paid by the teacher.

#### Section 2. Life Insurance and Accidental Death and Dismemberment Coverage:

Subd. 1. Teachers employed fewer than 20 hours per week shall not receive life insurance coverage.

Subd. 2. Life insurance and accidental death and dismemberment insurance in the amount of \$50,000 shall be carried by the School Board for each full-time teacher, who is qualified for and enrolled in the school district's group life and accidental death and dismemberment plan.

#### Section 3. Income Protection:

Subd. 1. Teachers employed fewer than twenty (20) hours per week shall not receive income protection benefits.

Subd. 2. Long-term disability income protection beyond continuous absence of thirty (30) working days will be carried for each teacher by the School Board. Disability pay and qualifying period will be governed by the policy in effect. Coverage will be no less than 66 2/3% 60% 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. 3. After a teacher has been ill for more than thirty (30) consecutive days, the qualifying period, not to exceed 90 working days, the teacher will use fractional sick absence, if accumulated, for one-third (1/3) or one-fourth (1/4) day, subject to Subd. 2 above together with the income protection plan to equal full salary for an additional sixty (60) fractional days. An employee who does not wish to use sick days must make the request in writing prior to the 30th day of absence using fractional sick leave. A maximum of twenty (20) full sick days per illness may be used by the teacher in this manner. When such sick absence is used to supplement income protection, it shall be counted as fractional days worked and be credited toward step advancement on the salary schedule. In no case shall total payment exceed one (1) day's gross pay.

- Subd. 4. As of June 30, 2002, any teacher who has been on long-term disability for more than one year may choose one of the following options:
- a. Retire and receive severance and retiree health insurance (if eligible) as per the Master Agreement or
  - b. Continue to receive employee health insurance benefits until eligible for full retirement in lieu of severance and retiree health insurance

For those who choose to retire under option A above, the minimum age requirement for severance and retiree insurance benefits (55) will be waived. Article XII, Section 2, Subdivision 1 does not apply.

- Subd. 5. Effective July 1, 2002, teachers who anticipate an extended absence due to a long-term disability shall apply for and will be granted up to a one-year Medical Leave of Absence. The District will continue to make contributions to insurance as per Article VII, Section 1, while the teacher is on medical leave. If a teacher has met the years of service requirement described in Article XII, Section 2, the teacher will receive severance at the time of resignation. In the event a teacher is so physically or mentally incapacitated that they are unable to make a decision, the district will work with the power of attorney and/or next of kin to address employment decisions. Teachers who resign following a year's leave of absence due to disability, will receive a \$500 contribution to their account with the Post Retirement Healthcare Savings Plan administered by the Minnesota State Retirement System. Terminated teachers will not be eligible for severance. Teachers can continue to participate in health insurance at their expense. For retirement option, see Article XII.

Section 4. Dental: The District will provide single coverage dental insurance for each full-time teacher who is employed by the School District, who qualifies and is enrolled in the School District base plan. Dependent coverage will be provided to full-time teachers, an employee contribution of \$5.00 per month. Effective July 1, 2004, the teacher contribution for dependent dental insurance shall be \$15.00 per month.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy provided by the School District pursuant to this Article.

It is further understood that the School District's only obligation is to provide an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 6. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Except as otherwise provided in this Agreement, upon termination of employment, all School District participation and contribution shall cease, effective on the last working day. However, terminated employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.

## **ARTICLE VIII LEAVES OF ABSENCE**

Section 1. Personal Illness: When the District has reason to believe that leave is being abused or misused, it has an obligation to investigate and take appropriate action to prevent or remedy the misuse.

- Subd. 1. All full-time teachers shall earn personal illness absence at the accumulative rate of ten (10) days for each year of service in the employ of the School District. **Effective July 1, 2019**, ten

(10) days shall be deposited to each full-time teacher at the beginning of each school year. Teachers hired after the first day of the school year shall have the ten (10) days prorated based upon the number of days missed divided by 184 days, work less and prorated when employed less than a full school year. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.

- Subd. 2. Unused personal illness absence days may accumulate to one hundred eighty (180) days.
- Subd. 3. When a teacher has exhausted personal illness absence, the teacher shall have 1/184th of salary for each day of absence deducted from a subsequent payroll. (Teachers in their first year of employment with the District shall have 1/187th of salary deducted.)
- Subd. 4. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days, income protection insurance will ensue in accordance with the existing policy. Excess days, if any, will be available upon return.
- Subd. 5. Personal illness, disability, and emergency medical and dental procedures, required health care examinations, required dental examinations, and time needed to travel to and from required medical examinations are covered by this Section.
- Subd. 6. Teachers currently under contract and employed during summer school may use accumulated personal illness absence if necessary. Such days shall be deducted on a pro-rata basis rounded to the nearest tenth.
- Subd. 7. Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.

Section 2. Personal Absence: The purpose of personal absence is to provide protection for the teacher so that the employee not suffer income loss for personal affairs. Teachers should not accept a position with another employer knowing that the schedule of that employer is likely to conflict with the established work schedule of the district.

Subd. 1. Procedure:

- a. A teacher planning to use personal absence shall notify the Human Resources Office at least forty-eight (48) hours in advance except in the case of an emergency approved as such retroactively by the Executive Director of Human Resources.
- b. Bereavement absence not covered under Section 4, Subds. 1 and 2, of the bereavement absence policy or family illness absences is automatically allowable for personal absence.
- c. Failure to provide timely notification may result in discipline.

Subd. 2. Limitations:

- a. Personal absence days may not be used to earn income from another employer.
- b. No more than (2) licensed staff or five percent of the staff, whichever is greater, at any site may use personal absences on a particular day. Personal days will be granted based on the order requested at the site.
- c. Personal absence shall not be granted for appearing before governmental bodies in which the petitioner for personal absence is a participant to any degree, including membership in

an organization, in any action brought against the Board of Education of District 191.

d. In addition to b and c above, personal absence is not to be used for vacation, recreation or leisure-time activities when taken sequentially with a general absence, the day prior to and the day following winter and spring breaks or during the first and last week of the teachers/work year. Reasons must be given when a personal absence falls sequentially with a general absence or during the first and last week of the teachers' work year. On the days specified, personal absence is for personal affairs, the time and occurrence of which are not within the teacher's control but the nature of which requires the teacher's presence.

Subd. 3. At the beginning of each school year, each teacher shall be credited with two (2) days, cumulative to three (3) to be used for the teacher's personal absence. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.

Subd. 4. Beginning in the 20th year of employment with the district, each teacher shall be credited with three (3) days, cumulative to four (4) to be used for teacher's personal absence.

### Section 3. Family Illness - Absence:

Subd. 1. At the beginning of each school year, each full-time teacher shall be credited with a maximum of five (5) days per school year, cumulative to seven (7), for illness in the family for each full-time teacher. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.

Subd. 2. The term family is interpreted to mean anyone of personal significance to a teacher.

Subd. 3. Teachers 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 family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

### Section 4. Bereavement Absence:

Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher.

Subd. 2. One (1) day for each of the categories "f" through "l." A maximum of an additional three (3) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources. Part-time teachers shall accrue and be eligible for such a benefit on a prorata basis.

- a. parent, step parent or former guardian of teacher
- b. spouse of teacher
- c. individuals who dwell under the same roof and comprise a family or domestic establishment
- d. child, step child of teacher
- e. parent or step parent of spouse
- f. brother, step brother, sister, or step sister of teacher
- g. spouse of teacher's child
- h. grandchildren or step grandchildren of teacher

- i. grandparents or step grandparents of teacher or spouse
- j. brother, step brother, sister, or step sister of spouse
- k. brother-in-law, sister-in-law, nephew, niece, uncle or aunt
- l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns.

Subd. 3. If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) personal sick days per year to attend the funeral of a person with whom they have a significant relationship.

Section 5. Civic Duty Leave:

Subd. 1. Involuntary appearances (i.e., where the employee or an organization in which the employee is a member has not initiated the action) for appearances before governmental bodies, for jury duty, or for military duty (by appropriate orders) shall carry regular compensation from the District. Working as an election judge is a voluntary activity. Teachers who choose to serve as election judges on a scheduled work day must request personal leave to do so.

Subd. 2. Any remuneration for such appearances shall be deducted from the employee's regular pay from the District with the exception of ordered military service, which is subject to federal law. To receive regular pay the employee must provide to Human Resources verification of hours of on-site duty. Any sum for travel expense shall be retained by the employee.

Subd. 3. Any other political leave shall be granted in accord with appropriate statute.

Section 6. Organizational Leave:

Members of the bargaining unit who assume a full-time, paid officer position in Education Minnesota, the National Education Association, or the American Federation of Teachers shall be granted annual leave for the duration of their term in office. Such leave shall not count against the 3 year general leave limit.

Section 7. Professional Absence:

Subd. 1. Teachers may be allowed to attend, with full pay, professional meetings and other activities of a professional nature upon the advance approval of a site's staff development committee. That committee shall determine in advance what expenses, if any, shall be paid by the site.

Subd. 2. When staff development money is not available from the site staff development committee, the site staff development committee may authorize the teacher to buy Professional Development days at the current rate of experienced substitute pay per half day of absence.

Subd. 3. The school assumes the responsibility for the substitute teacher in any approved absence.

Subd. 4. When teachers attend meetings on behalf of the School District and upon the instructions of the administration, expenses shall be paid by the School District.

Subd. 5. Exclusive representatives and similar organizations and their affiliate meetings and conferences do not qualify for professional absence unless their content is judged to be directly contributory to the instructional program.

Section 8. General Absence:

Subd. 1. Effective July 1, 2016, a maximum of five (5) days of general absence without pay may be requested by each teacher.

Subd. 2. No more than 2% of staff shall be granted such absence at any one time. Absence shall be

granted in the order of application.

- Subd. 3. General absence exceeding five (5) days or 2% of staff shall be granted only at the discretion of the Executive Director of Human Resources.
- Subd. 4. A minimum of five (5) days notification shall be given by the teacher to the Human Resources Office to be eligible for such leave.
- Subd. 5. Such absence will not be granted during the first two (2) weeks of school or the last week of school. Exceptions for emergencies may be approved at the discretion of the Executive Director of Human Resources.

#### Section 9. General Leave of Absence:

- Subd. 1. Teachers may apply for a general leave without pay or fringe benefits for the following year by January 15th. Such application shall be in writing, to the Executive Director of Human Resources. Such leave shall be at the discretion of the Board of Education.
- Subd. 2. Approved leaves allow the employee to continue to accrue seniority but not step or career advancement. The employee may participate in District health, dental and life insurance plans at the employee's expense.
- Subd. 3. A teacher shall inform in writing, the Executive Director of Human Resources by February 1 of plans to return the coming school year. If a teacher has exhausted their general leave and has not been granted a leave for the coming school year, the teacher must return to work, or employment will be terminated.
- Subd. 4. A teacher is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.
- Subd. 5. A teacher may apply for an extended leave of absence for at least three but no more than five years of absence pursuant to MN Statute 122A.46.

#### Section 10. Sabbatical Leave:

- Subd. 1. One (1) year or part of a year will be available and may be granted to members of the certificated staff who have demonstrated by performance that a sabbatical leave experience would enable them to make a contribution to the improvement of the instructional program of District 191.
- Subd. 2. To be eligible for a sabbatical leave, an individual must have taught for seven (7) years in the District. Sabbatical leave shall be for the following reasons: Accredited advanced study, Research, or Related professional activity
- Subd. 3. Staff members must make application to the Executive Director of Human Resources after December 15, and before January 15, for leaves to be taken during the following school year. An application for a leave to be taken the second semester of an academic year may be submitted after June 15, and before August 15, preceding that academic year. The application shall include:
  - a. A detailed prospectus of the proposed activity;
  - b. A statement of the relationship between the proposed activity; and improvement of the instructional program of District 191 and a plan for implementation;
  - c. A letter of recommendation from the immediate supervisor and one (1) other

administrator who has knowledge of the applicant; and

- d. Two (2) letters of recommendation from professional educators not in the employ of District 191.

Subd. 4. Applicants will be interviewed by a Sabbatical Leave Committee composed of two (2) members appointed by the BEA president, two (2) administrators appointed by the Superintendent of Schools, and a member of the Board of Education designated by the Board of Education. Two (2) separate committees shall be formed, one (1) for the full year requests and one (1) for the half-year requests. The committees shall hear all requests for its particular category. The committees shall be formed as early as possible to fit the deadline dates for application. Interviews will be scheduled within thirty (30) days of the date of application.

Applicants will be notified of their status within fifteen (15) days of closing date for application.

- Subd. 5. The number of teachers on sabbatical leave shall be limited in number to 2.5 FTE teachers. If the number of qualified applicants exceeds the quota, the Sabbatical Leave Committee shall rank the applicants and granted leaves shall be in that order. The quota shall be determined by rounding off the total number of full-time equivalent members of the teachers' appropriate unit to the nearest one hundred (100) members.
- Subd. 6. The allowance granted to a teacher on sabbatical leave shall be the lesser of seventy (70%) of the base contract salary of the individual or \$15,000 for the school term during which the leave takes place. For periods less than one (1) year, allowance shall be prorated. Teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships, or other stipends. Teachers may also augment their sabbatical leave salary by accepting part-time employment, but in no case shall a commitment to part-time employment exceed half-time.
- Subd. 7. A teacher who is granted a sabbatical leave must pledge to teach in School District 191 for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the one (1) year, the teacher shall pay back to the Board a pro-rata of the sabbatical allowance.
- Subd. 8. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to an equivalent contractual position occupied prior to the leave, plus credit for one (1) year's teaching or professional experience for the year spent on sabbatical leave. All fringe benefits will remain in force as long as they do not conflict with Minnesota State law or Board policy. Fringe benefits for purposes of this Section mean: insurance coverage will be the same as active teachers, sick absence shall not accumulate, and other absences are not applicable.
- Subd. 9. Sabbatical leaves that are approved but extend beyond the contract expiration date will be subject to the provisions of the subsequent contract.

Section 11. Paid Parental Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the teacher's physician or certified health care professional. The end of a physical disability absence for childbirth shall be determined by the teacher's physician or certified health care professional at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the teacher must provide the estimated start of a physical disability to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start and end times can be modified by the physician.
- Subd. 3. The teacher is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e., enough time to find a long-term substitute, discuss transition, and provide communication to parents.
- Subd. 4. A teacher 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 shall continue to receive all benefits during the period of illness/disability in accordance with Article VII, Section 3 Long-term disability.

- Subd. 5 A teacher’s maternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of disability, do not in and of themselves cause the period of disability to be extended.
- Subd. 6 A paternity leave shall be granted by the District of up to six (6) weeks immediately following the birth or adoption. A paid paternity leave must utilize personal day(s)/sick day(s). A paternity leave shall be granted because of the need to prepare and provide care for a child in conjunction with a birth or adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher’s paternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.
- Subd. 7 An adoption leave shall be granted by the District of up to six (6) weeks. A paid adoption leave must utilize personal day(s)/sick day(s). An adoption leave shall be granted because of the need to prepare and provide care for a child in conjunction of an adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency or last minute placement); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher’s adoption absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.

Section 12. Parental Leave:

- Subd. 1. Parental leave of absence shall be available to teachers for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent. Only one (1) parent is eligible for parental leave for each pregnancy.
- Subd. 2. Parental Leave – Special Circumstances: Two additional years of parental leave are available on a full –time, full year basis only. Teachers must apply for the full-time, full-year leave by February 1st of the year preceding the leave. Under the terms of special circumstance parental leave, provisions 7, 12, 14, and 15 will apply.
- Subd 3.
  - a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of the maternity absence.
  - b. Upon filing an application for adoption of a child, the employee shall be required to notify the Human Resources Office, in writing, of the teacher's intention to take a parental leave. Such notice to include the estimated date when such leave shall become effective.
- Subd. 4. In connection with election to take parental leave, the teacher shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the date following the physician's estimated

date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date need not coincide with a quarter or semester break.

- Subd. 5. A parental leave that commences during the first semester of the ~~2017-2018~~ 2019-2020 contract year shall cease no later than the first day of the ~~2019-2020~~ 2021-2022 school year. A parental leave that commences during the second semester of the ~~2017-2018~~ 2019-2020 school year shall cease no later than the first day of the second semester of the ~~2019-2020~~ 2021-2022 school year. A parental leave that commences during the first semester of the ~~2018-2019~~ 2020-2021 contract year shall cease no later than the first day of the ~~2020-2021~~ 2022-2023 school year. A parental leave that commences during the second semester of the ~~2018-2019~~ 2020-2021 school year shall cease no later than the first day of the second semester of the ~~2020-2021~~ 2022-2023 school year.
- Subd. 6. The actual commencement date of parental leave shall be the return date from maternity absence, or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent.
- Subd. 7. If a teacher complies with all the provisions of this Section, a parental leave shall be granted by the employer. The employer shall notify the teacher in writing of its action.
- Subd. 8. By mutual agreement, the length of the parental leave may be altered.
- Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position. If that position is not active, then to a position for which the teacher is qualified.
- Subd. 10. The teacher must return on the return date stated in Subd. 3 unless the teacher requests another return date within ninety (90) days of the expiration of the parental leave.
- Subd. 11. A teacher returning from parental leave will be placed on the next higher step on the salary schedule than when parental leave commenced provided the teacher has served three-fourths (3/4) of the agreed upon days in that school year. A teacher serving fewer than three-fourths (3/4) of the agreed upon days will return at the same step that the teacher was on when the leave commenced.
- Subd. 12. A teacher returning to employment after parental leave will be credited with the amount of sick absence days accumulated at the commencement of the leave. If the first day of return is the first duty date of a school year, the teacher will also be credited with sick absence days normally earned under Article VIII, Section 1.
- Subd. 13. A teacher on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section, except as provided by law.
- Subd. 14. A parental leave of absence granted under this Section shall be a leave without pay.
- Subd. 15. At the teacher's request, a parental leave may commence at a date preceding childbirth. In such cases, teachers shall not be eligible for sick absence benefits as established in Section 14, Maternity Absence.

Subd. 16. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

Section 13. Professional Leave:

Subd. 1. Professional leave is defined as an approved leave, without pay, for the purpose of improving competence.

Subd. 2. Persons wishing professional leave of absence should make application to the Executive Director of Human Resources three (3) months in advance of the starting date.

Subd. 3. The Board of Education will consider each application on the basis of the recommendation of the Executive Director of Human Resources and contingent upon ability to secure a replacement for the period of time.

Subd. 4. Credit will be given for teaching experience while on an approved leave provided that experience fulfills the requirements of the School District policies on outside experience.

Section 14. Religious Absence: Persons absent for religious observance may exchange a maximum of two (2) days of sick absence or two (2) days of personal absence per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. Application must be made in writing to the Human Resources at least five (5) working days in advance.

Section 15. Attendance Incentive:

Subd. 1. An employee who as of July 1,  
a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and  
b. has taken one (1) or less leave days in current school year, shall have sufficient leave days converted at the rate equal to six hundred and fifty dollars (\$650) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15<sup>th</sup> payroll.

Subd. 2. An employee who as of July 1,  
a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and  
b. has taken more than 1 leave day up to three (3) leave days in the current school year, shall have sufficient leave days converted at the rate of equal to three hundred and ninety dollars (\$390) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15<sup>th</sup> payroll.

Subd. 3. An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

Subd. 4. "Leave days" include all absences except Bereavement, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Subd. 5. Effective July 1, 2015 the conversion rate for leave days shall be one hundred and thirty dollars (\$130) per day.

**ARTICLE IX  
HOURS OF SERVICE**

Section 1. A duty day consists of eight (8) consecutive hours including a duty free lunch. Within the eight (8) hour

day, the School District shall set time for performance of duties, instructional preparation, and noon supervision and lunch.

Section 2. Within the limitation provided in Section 1 hereof, the specific hours at any individual building may vary according to the needs of the education program of the School District. The specific hours for each building will be designated by administration.

Section 3. Effective July 1, 2017, all kindergarten through grade five (5) elementary teachers shall receive fifty-two (52) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten through grade five (5) shall be consecutive. In the event that the School Board exercises its right to extend or shorten the school day, additional or less preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction.

Section 4. Effective July 1, 2014 when a teacher agrees to give up prep time in response to a request by administration to cover a class during his/her prep time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay. Effective July 1, 2018 when an elementary, grade level teacher is assigned by administration to cover another class combined with their own class for any amount of time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay.

Section 5. A minimum of five minutes of preparation time shall be provided within student contact time of the school day for every twenty-five minutes of instruction time. Preparation time shall be provided in one uninterrupted block during the student day. Exceptions in scheduling secondary preparation time may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.

Section 6. Conference Schedule Dates for parent conferences shall be scheduled within a two week window by the School District based on the advice of the District Calendar Committee in the following manner:

Subd. 1

- a. One of the three days of conference shall be a 12-hour day. It will include 8 hours of work, inclusive of lunch plus an additional 4 clock hours inclusive of a 30-minute dinner for conferences scheduled to begin no earlier than 4:00 p.m. unless approved by the building principal.
- b. One of the three days of conference shall be a regular 8-hour work day inclusive of a 30-minute dinner with conferences scheduled to begin no earlier than 12:00 noon unless approved by the building principal.
- c. One of the three days of conference shall be a 3 3/4 hour work day exclusive of lunch with conferences beginning no earlier than the standard work day unless approved by the building principal. The remainder of the day is a non-work day.
- d. Within the two week window and prior to the three days of parent conferences, four (4) hours shall be provided for teacher preparation.

Subd. 2

Any elementary school teacher who has a principal approved conference scheduled in excess of the 14.75 hours of conferences as designated by the contract in subd. 1 for spring and fall conferences will be compensated on a pro rata basis of their daily rate of pay.

Section 7. Effective July 1, 2016, teachers who work part-time schedules are required to attend all non-student contact days and applicable full day professional development trainings for the entire day. In all other instances where a professional development training or meeting is mandatory, the teacher's building administrator will

provide 15 days advanced notice of the requirement to attend. For attendance, the teacher will be paid at their pro-rata rate of pay for a full-day minus their daily assignment amount.

Section 8. Supervision of Special Education Students: A special education teacher shall be compensated at the supervision rate in Appendix C-4 for the supervision of special education students during the teacher's preparation time or lunch time when such supervision is required due to student behavioral issues/crises. No more than 3 occurrences shall be approved without administrative pre-approval and the development of an alternative coverage plan by other qualified staff.

Section 9. Paid Breaks During Professional Development: Teachers participating in Professional Development outside of the 184 duty days will be provided with paid breaks. Teachers who participate in Professional Development of six (6) hours or greater in length will also be given a paid 30 minute lunch break.

## **ARTICLE X LENGTH OF THE SCHOOL YEAR**

Section 1. Pursuant to M.S. §120A. 40, the School Board shall establish the number of school days for the next school year, the teacher shall perform services on those days and additional workshop days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. In the event of a student day or teacher duty day lost, for any emergency, the teacher shall perform duties on that day or other day in lieu thereof as the School Board or its designated representative shall determine. However, one (1) day of such loss will be forgiven, thereby allowing the total number of duty days to fall to one hundred eighty-three (183) days in the school year in which a lost time emergency occurs.

Section 3. The number of duty days in each year after the employee's first year of the Agreement shall not exceed one hundred eighty-four (184), including not more than one hundred seventy-five (175) student contact days. Any duty day scheduled shall count as a full duty day.

Section 4. The number of duty days in the first year of employment with the District shall not exceed one hundred eighty-seven (187), including not more than one hundred seventy-five (175) student contact days. Any duty day scheduled shall count as a full duty day.

## **ARTICLE XI PERSONNEL FILES**

Section 1. Personnel files shall be subject to, and in accord with, applicable Minnesota statute.

Section 2. When any material that does not contain the signature or initials of the teacher is placed into a teacher's personnel file, a copy shall be sent to the teacher. Exceptions to this procedure are college placement papers and items listed in Article V, Section 5.

Section 3. No file material generated in buildings by the principal or the principal's designee may be used in disciplinary or grievance action unless it is forwarded to the personnel file by June 30 of the year of occurrence. All such material not forwarded by June 30, of the year of occurrence shall be expunged.

## **ARTICLE XII RETIREMENT**

Section 1. Mandatory Retirement: The District will comply with Federal Law.

Section 2. Severance: Teachers who are at least 55 years of age will be eligible for an early retirement incentive of one day's pay for every day of unused sick leave up to a maximum of 92 days or one half (1/2) of their annual salary of the previous year. In no case shall severance exceed 1/2 of the annual salary as listed on the salary schedule. Teachers are eligible for the benefit provided they have had a minimum of fifteen (15) years of active teaching experience in the School District or twenty (20) years of active teaching experience of which ten (10) years of active teaching experience is in the School District. No teacher employed after July 1, 1989 shall be eligible for any provision of this article.

- Subd. 1. In the event that the teacher is on long-term disability when he/she retires, he/she will qualify for severance if they meet the service requirements in Section 2. Severance will be based on the salary for the year in which they went on long-term disability provided they taught at least  $\frac{3}{4}$  of a year or 1104 hours.

Section 3. Retirement Health Insurance: Teachers retiring under the Early Retirement Incentive (above in Section 2 of this Article) shall be eligible for 100% of the single health insurance premium payable under the following conditions: (No teacher employed after July 1, 1989, shall be eligible for any provision of this section.)

- Subd. 1. The full amount of the single insurance premium shall be capped at its cost at the time of retirement for those retiring at the end of the ~~2017-2018~~ ~~2019-2020~~ and ~~2018-2019~~ ~~2020-2021~~ years. For teachers retiring from a leave of absence, the full amount of the premium for single insurance shall be capped at its cost at the time the teacher went on leave.
- Subd. 2. District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare. If disabled, the teacher must apply for Medicaid/Medicare and notify the district when eligible for Medicaid/Medicare due to disability.
- Subd. 3. District maximum payments shall remain at the identical level established in the year of retirement for the teacher as determined by the applicable single rate of the plan in which the teacher is participating at the time of retirement. Monthly payments to the School District for the balance of the premium shall be made by the retiree to keep the policy in force.
- Subd. 4. Dependent coverage may also be purchased under the conditions outlined in Subd. 3 above.
- Subd. 5. The employee who opts to pay for a full year's coverage (July through June) will not be charged the 2% COBRA management fee. In the event that a death results in a change in premium, the remaining difference shall be returned to the survivor upon request.
- Subd. 6. The District will retain the right to determine the health insurance plan and network.

Section 4. Health: Teachers forced to leave teaching for health reasons shall have the right to purchase the health and hospitalization insurance at the group rate subject to the rules of the insurance carrier.

Section 5. Severance: In order to be eligible for severance, teachers intending to retire at the end of the school year must provide written notice of their intent to the Executive Director of Human Resources prior to February 1st in the year in which they intend to retire.

Section 6. The severance of a teacher retiring prior to the last day of the school year shall be 50% of that portion

worked in the school year in which he/she is retiring unless the teacher retires at the end of a grading period, and the School Board has accepted the letter of resignation no later than two calendar months prior to the employee's last effective day of employment. (Section 5, will not apply to mid-year retirements.)

Section 7. The severance of teachers on Board-approved leave will be based on the employee's last full year of teaching.

Section 8. Retirement Pay Options: Deductions such as state and federal income tax, social security or TRA shall be made only as required by law. If the employee dies before the retirement payment has been made, the balance due shall be paid to the estate of the deceased.

Members of the unit who retire as per ARTICLE XII, Section 1 through Section 4 shall have severance disbursed as follows: 50% of the severance amount for which a retiring teacher is eligible plus the employee's portion of health insurance calculated from the time of retirement to the next July 1<sup>st</sup> shall be deposited into the Minnesota State Retirement System's Post Retirement Healthcare Savings Plan. The remainder shall be deposited into a 403(b) plan up to the maximum non-deferral limit for that calendar year. The remainder, if any shall be distributed as one lump sum to the employee 60 days following retirement.

Section 9. 403(b) Vendor Selection:

- Subd. 1. 403(b) Advisory Committee: The district will establish and maintain a 403(b) Advisory Committee. The committee shall be comprised of members of each bargaining unit, with representation determined by the size of the group. Teacher members of the 403(b) Committee shall be appointed by the BEA President.
- Subd. 2. Vendors: The committee recommended the following vendors and a majority of BEA members approved them, effective January 1, 2009. They are: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), AXA (Equitable), and Lincoln Financial Services. The committee will meet every three years to review performance. The addition or deletion of vendors will be as recommended by the committee and approved by the BEA.
- Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.

Section 10. Matching Contribution Eligibility: A District match to an approved 403(b) vendor is available to teachers hired on or after July 1, 1989, who are beginning in their fourth (4th) year of teaching in the district at a .5 FTE contract or more. Contributions as permitted by MS §356.24 will be made as follows:

- Subd. 1. Commencing with the 2014-2015 school year, the District will match up to \$1,250 to an approved 403(b) plan.
- Subd. 2. Commencing with the 2014-2015 school year, the District will match up to \$1,750 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11<sup>th</sup> year of employment in the District.
- Subd. 3. Commencing with the 2014-2015 school year, the district will match up to \$2,250 to an approved 403(b) plan. The match will begin in the teacher's 15<sup>th</sup> year of employment in the district.

**ARTICLE XIII**  
**UNREQUESTED LEAVE OF ABSENCE PROCESS**  
**SENIORITY AGREEMENT**

Section 1. Effective July 1, 2018, the purpose of this section is to set forth a plan providing for unrequested leaves of absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 1. Definitions:

Board Priorities: The Board will approve, on an annual basis, staffing retention priorities in August of the current fiscal year using Appendix D-3. The identified priorities shall not be subject to the unrequested leave process.

Probationary Releases: The annual non-renewal of probationary teachers as identified by administration and approved by the Board shall follow MN122A.40 subd. 5. The identification, selection, and approval of probationary teachers to be released is solely at the Board's discretion.

Qualified: For purposes of Article XIII and the placement of teachers on ULA, a teacher is "qualified" to teach in a "subject matter or field" if the teacher is licensed in that subject matter or field and has taught in that subject matter or field for at least 90 duty days or one (1) semester in the previous five (5) years and have acquired continuing contract rights.

Realignment: The District is not required, under any circumstance, to realign positions to different subject matters, fields, licensure areas, or other positions to accommodate the claims of another teacher. Consequently, the District is not required to realign any positions when placing teachers on ULA or when recalling any teachers from ULA.

Subd. 2. Process:

Unrequested leaves of absences shall occur in the following order for all teachers prior to May 15<sup>th</sup>:

1. Any teacher teaching under a Tier 1 or Tier 2 license or exemption. Teachers impacted by reductions who are on a Tier 1 or Tier 2 license or exemption will be placed on an Unrequested Leave of Absence if they are not qualified under a Tier 3 or higher license.
2. Non-qualified teachers. Teachers impacted by reductions who are not qualified per Subd. 1 will be placed on an Unrequested Leave of Absence.
3. The least senior, qualified teacher. The least senior, qualified teacher within a department or license area will be placed on Unrequested Leave of Absence.

Subd. 3. Recall Provisions:

1. Teachers will be recalled to vacant positions for which they are qualified in the inverse order in which they were placed on ULA.
2. The District will not hire a new teacher to fill a vacant position if a qualified teacher is on ULA and is available and willing to accept the vacant position.
3. The District shall not be required to create part-time positions from full-time positions while placing teachers on or recalling teachers from ULA. No teacher shall have rights

to a position with an FTE greater than his or her FTE at the time of placement on ULA.

4. No full-time teacher will be required to accept recall to a part-time position. If a teacher accepts recall to a position with a lesser FTE than their recall rights provide, they may remain on unrequested leave for the remaining unassigned portion of their FTE. A teacher who declines the offer of reinstatement will remain on unrequested leave at their full FTE but will not receive another offer of reinstatement for a position equal to or less than the offer declined for the remainder of that year. Only offers of reinstatement to a greater FTE than the position declined will be extended to this teacher for the remainder of that school year.
5. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the leave, may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.
6. The District will use certified mail, return receipt requested, to notify a qualified teacher on ULA of recall to a vacant position.
7. It shall be the responsibility of all teachers placed on ULA to maintain a current listing of their name and mailing address in writing in the Human Resources office. Teachers shall have ten (10) business days from the receipt of certified mail or personally served notice of recall to advise the School District in writing of intent to accept or the intent to reject the offer. Failure to so notify the School District within such ten (10) day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
8. If a teacher waives his or her right to reemployment in the position offered, the position shall be offered to the next teacher on ULA that is licensed and qualified for the position.
9. A teacher placed on ULA will be eligible for recall for a period of three (3) years.
10. Pending completion of the recall process, positions may be filled on a temporary basis.

#### Subd. 4 Termination of Recall Rights.

A teacher's recall rights will terminate if any of the following occur:

1. Voluntary removal by a teacher of his/her name from the recall list which must be a written request.
2. Resignation of teaching position.
3. Retirement.
4. Discharge or termination of the teacher.
5. The expiration of three (3) years from the commencement of the ULA without having been recalled.
6. The expiration or revocation of a valid teaching license.

#### Subd. 5 Insurance Participation.

Any teacher placed on unrequested leave of absence shall remain eligible for all teacher insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. The teacher must pay the entire premium during the period of such leave. If a teacher is on an ULA and a spouse is employed by the district, the District will only contribute the portion identified under family coverage. Dual employment language will not apply.

#### Subd. 6 Hearing Rights.

Any challenge by a teacher who is proposed for placement on ULA or recall therefrom

shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subjected to the grievance procedure.

Section 2. Date of Service: The first date of continuous employment in any certificated capacity shall be the date of service in this District for purposes of placement on the seniority list. The seniority date for teachers that have retired from Independent School District 191 and are rehired in any certificated capacity shall be the date of rehire for purpose of placement on the seniority list.

Section 3. Seniority for Leaves of Absence: A teacher will continue to accrue seniority during all leaves of absences.

Section 4. Ties in Seniority: In the event of a staff reduction action affecting teachers whose first date of employment commenced on the same date, and thus have equal seniority, the teacher with the lower license file number as required by the State Department of Education shall be deemed senior.

Section 5. Posting of Seniority List: A corrected, up-to-date seniority list and qualified list shall be drawn up by the Human Resources Office by December 15<sup>th</sup> of each calendar year. The seniority list and qualified list shall be posted in a PDF file on the district website no later than December 15 of each school year, beginning with the 2007 school year.

Section 6. Grievances: Grievance on seniority placement must be made by February 1 for consideration in staffing for the following year. The seniority list is final as of February 1 and shall be used to determine placements in the event unrequested leaves of absence become necessary.

#### **ARTICLE XIV INVOLUNTARY TRANSFERS / TRANSFER REQUESTS**

Section 1. Covered under this Section but not necessarily limited to it are involuntary transfers resulting from:

- a. declining enrollment
- b. reduction in teaching force
- c. closing of schools
- d. programmatic changes
- e. restructuring and realigning of divisions, schools.
- f. If a school has to be reconstituted under ESEA, language applicable to a school closing and the opening of a new school will be followed.

Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily transfer from any school building, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the State Board of Education. If no volunteer is found, the teacher shall be transferred who is lowest on the seniority list in the affected department as defined below:

- a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning, and grade 6. Elementary departments are K-2 and 3-5.
- b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 2. Covered under this section and limited to specialized programs within a given school that require one or more staff members to work a schedule that varies from the standard work schedule by one or more hours. For example, if the

standard work hours for full-time teachers at a given site are from 8 - 4 and a zero hour is added such that it requires a teacher to work from 7 - 3, this section applies. However if hours for the building change and all staff are required to work from 7 - 3, ARTICLE IX, HOURS OF SERVICE APPLIES.

- Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily work the modified schedule, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the Minnesota Department of Education and needed in the program. If no volunteer is found, the teacher shall be transferred who is lowest on the district seniority list in the affected department as defined below:
- a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning, and grade 6. Elementary departments are K-2 and 3-5.
  - b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 3. If a teacher, who volunteers to accept a transfer requests to return to their former assignment by February 1 of the following two calendar years, they will be reassigned to their former building and department if the position is still active.

Section 4. Annual Transfers Requests (ATR):

- Subd. 1. Upon application to the District, all applicants will be considered for vacancies. Final right of selection shall be reserved by the District. If a teacher requests to return to their former assignment by February 1 after completing one calendar year in the new assignment, they will be reassigned to their former building and department if a position is vacant. If a teacher completes two calendar years in the new assignment without requesting to return to their former position they will no longer have rights to the former position.

Section 5. Teacher Exchanges: Two teachers may initiate a position exchange for one year. In order for the exchange to take place each teacher must be properly licensed and the supervisor at both sites must approve the exchange. At the conclusion of the exchange both teachers must return to their previous position.

## ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definition: A claim by a teacher 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. **The representative who hears the Level I and Level II grievances shall not be the same.**

Section 2. Level I: In the event that a teacher 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 on the District grievance form to the Executive Director of Human Resources within thirty (30) working days of the occurrence of the grievance. The District representative at Level I 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. The Association shall be copied all grievance decisions.

Section 3. Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within Level I time lines, the Association may submit the grievance within ten (10) working days of the written disposition to Level II to the Executive Director of Human Resources.

Within ten (10) working days of the receipt of the grievance, the Executive Director of Human Resources shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Chairperson of the Board of Education. The Association shall be copied all grievance decisions.

Section 4. Level III: If the Association is not satisfied with the disposition of the grievance at Level II or if no decision has been made within Level II timelines; the Association and the teacher(s) may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Executive Director of Human Resources within fifteen (15) working days of the Level II decision. 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 BMS Board in accord with its rules shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared by the parties -- one-half (½) by the District and one-half (½) by the Association or the teacher if not represented by the Association.

Section 5. Grievance Mediation: A member of the bargaining unit and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to Step Three of the Grievance Procedure. Time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting Step Three within ten (10) days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to the dispute at Level III. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

Section 6. Association Representative: The employee may have an Association representative either join or represent the employee at any level at the employee's discretion.

Section 7. Days: Working days shall mean teacher work days. When school is not in session, work days shall mean week days not including holidays. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered waived unless both parties agree to waive the time lines. Grievances so waived shall not be considered as agreement with the District position.

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

Section 9. Reprisals: No reprisals of any kind will be taken by the Board or the school administration against any employee because of participation in this grievance procedure.

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

Section 11. Notification: The teacher or Association shall notify the Human Resources Office when a decision is acceptable at any level.

Section 12. Designee: The Executive Director of Human Resources may appoint a designee to act at Level II.

## **ARTICLE XVI PUBLICATION OF AGREEMENT**

Copies of this Master Agreement shall be printed at the School District's expense and distributed to every member now or hereafter employed during the term of the Agreement. The District shall furnish fifty (50) to the Association.

**ARTICLE XVII  
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall be effective as of July 1, 2017 2019, and shall continue in effect until June 30, 2019 2021. The terms of this Agreement shall remain in full force and effect until a subsequent Agreement is adopted.

Negotiations for the Agreement commencing July 1, 2019 2021, may commence when the parties mutually agree, but in no event later than May 1, 2020 2022.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the BEA. 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 of this Agreement or the application of any provision thereof under different circumstances.

Section 4. Amendment: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this Agreement.

Section 5. Effective Date: "Effective Date" when referred to in this Agreement shall mean the date the Board of Education officially adopts the Agreement according to statute.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For Burnsville Education Association

For Independent School District 191

\_\_\_\_\_  
Chief Negotiator/BEA

\_\_\_\_\_  
Chair - School Board/191

\_\_\_\_\_  
BEA President

\_\_\_\_\_  
Clerk – School Board/191

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator/191

**APPENDIX A**  
**Adult Basic Education (ABE)**  
**Early Childhood & Family Education (ECFE)**

Section 1. ABE/ECFE Teacher. The School District recognizes the Association as the exclusive bargaining representative for all ABE and ECFE licensed teaching personnel as defined in the PELRA whether under contract, on leave, on a per diem, hourly or class rate basis.

Section 2. Seniority. ABE and ECFE teachers shall have seniority rights in the separate ABE and ECFE programs and also separate from teachers licensed under M.S. § 122A. 40.

- Subd. 1. ABE teachers shall maintain a separate seniority list consisting only of ABE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ABE teacher.
  
- Subd. 2. ECFE teachers shall maintain a separate seniority list consisting only of ECFE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ECFE teacher.
  
- Subd. 3. Layoff of ABE and ECFE teachers shall be in the inverse order of seniority. Recall shall be based on appropriate license and shall occur in order of seniority.

Section 3. Step and Lane. ABE and ECFE teachers shall advance one step for each 736 hours worked. Teachers who work fewer than 736 hours shall advance when experience earned equals 736 hours. All hours above 736 are dropped for the remainder of the year. Part year service must be consecutive to receive a year of experience credit. Part years separated by an approved leave shall accumulate toward a year of experience credit.

Section 4. Reimbursable Credits.

- Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:
  
- Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. +60/Specialist will be paid annually by the School District subject to Subd 3:
  
- Subd 3 Criteria:
  - 1. Courses must carry prior approval by the Executive Director of Human Resources.
  - 2. Payments are for tuition only.
  - 3. Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
  - 4. Tuition payments will not be made for work taken while on a regular or sabbatical leave.
  - 5. The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.

Section 5. Calendar: Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. ABE and ECFE may offer classes year round. The basic work year

consists of 184 days aligned with the K-12 program calendar. Only hours worked within the 184 days shall count toward FTE, benefits, and step advancement calculation.

- Section 6. Non-student contact time. The District shall attempt to assign ABE and ECFE teachers' duty hours concurrently whenever possible. In-service shall be at the same ratio as the K-12 program, to be determined prior to July 1 of each school year.
  - Subd. 1. ABE and ECFE teachers shall work in blocks of time that are a minimum of three (3) hours in length per duty day.
  - Subd. 2. Classtime to preparation time per ABE teacher shall be 3:1. Preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction. Additional time for meetings and set-up will be calculated at 10 minutes for every 40 minutes of instruction. ABE teachers who work more than 4.5 hours shall have a paid 30-minute meal break.
  - ~~Subd. 3. ECFE Classtime to preparation time per ECFE teacher shall be 2:1.~~
  - Subd. 3.4. A teacher may be required to reasonably participate in activities such as consultation with parents, faculty meetings, open houses, curriculum meetings, minor administrative assignments, and other teaching responsibilities.

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

Section 8. Group Insurance.

- Subd. 1. Effective July 1, 2014, for all teachers who are employed 736 hours or more, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee.
- Subd. 2. Effective July 1, 2014, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.
- Subd. 3. Effective with the July 1, 2014, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Section 9. TSA Match. Effective July 1, 2008, a \$470.50 District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.

Effective July 1, 2018, a District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.

- Subd. 1. Commencing with the 2018-2019 school year, the District will match up to \$1,250 to an approved 403(b) plan.

Subd. 2. Commencing with the 2018-2019 school year, the District will match up to \$1,750 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11<sup>th</sup> year of employment in the District.

Subd. 3. Commencing with the 2018-2019 school year, the District will match up to \$2,250 to an approved 403(b) plan when the employee has completed fourteen years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District.

Section 10. Inclement Weather. If an employee is notified not to report for, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence.

- An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)
- An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)

**Section 11. Career Increment**

- Effective July 1, 2020, active teachers who are compensated under Appendix A Schedule ABE/ECFE shall be eligible for longevity pay in addition to annual salary, according to the schedule in this Section.

**ABE/ECFE Wage Schedule Changes  
COMPENSATION  
2017-2018 2019-2020**

STEP	BA	BA20	BA40	BA60	MA20	MA40	MA60
1	\$27.38	\$28.20	\$29.01	\$29.85	\$30.45	\$31.07	\$31.68
2	\$28.20	\$29.01	\$29.85	\$30.65	\$31.27	\$31.91	\$32.54
3	\$29.01	\$29.85	\$30.65	\$31.48	\$32.11	\$32.75	\$33.42
4	\$29.85	\$30.65	\$31.48	\$32.31	\$32.98	\$33.81	\$34.29
5-9	\$30.65	\$31.48	\$32.31	\$33.14	\$33.79	\$34.47	\$35.16
*10	\$32.71	\$33.56	\$34.41	\$35.26	\$35.96	\$36.67	\$37.41

\*An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)

**COMPENSATION  
2018-2019 2020-2021**

STEP	BA	BA20	BA40	BA60	MA20	MA40	MA60
1	\$27.74	\$28.57	\$29.38	\$30.23	\$30.85	\$31.47	\$32.10
2	\$28.57	\$29.38	\$30.23	\$31.05	\$31.68	\$32.32	\$32.97
3	\$29.38	\$30.23	\$31.05	\$31.89	\$32.53	\$33.18	\$33.86
4	\$30.23	\$31.05	\$31.89	\$32.73	\$33.41	\$34.25	\$34.74
5-9	\$31.05	\$31.89	\$32.73	\$33.57	\$34.23	\$34.92	\$35.62
*10							

\*An ABE/ECFE teacher shall be eligible for this career step after completing nine (9) satisfactory years of service in District 191 (See Article V Sections 9 and 10)

**Effective July 1, 2020:**

**Longevity Eligibility Criteria Longevity Pay Active Teacher**

- 10-14 years with seniority date between 7-1-08 and 7-1-13 and at or below the BA+40 salary lane top step plus \$2.25 per hour.
- 15-19 years with seniority date between 7-2-03 and 7-1-08 and at or below the BA+40 salary lane top step plus \$3.25 per hour.
- 20+ Years with seniority date on or before 7-1-02 and at or below the BA+40 salary lane top step plus \$4.25 per hour.
- 10-14 years with seniority date between 7-1-08 and 7-1-13 and at or above the MA/BA+60 salary lane top step plus \$4.25 per hour
- 15-19 years with seniority date between 7-2-03 and 7-1-08 and at or above the MA/BA+60 salary lane top step plus \$6.25 per hour.
- 20+ years with seniority date on or before 7-1-02 and at or above the MA/BA+60 salary lane top step plus \$8.25 per hour.

**APPENDIX B**  
**Title I, School Nurse, Occupational Therapist**

Section 1. Title I Teachers:

- Subd. 1. Title I teachers will be placed on the salary schedule based on their training and experience.
- Subd. 2. All contract benefits shall be applicable to Title I teachers.

Section 2. Licensed School Nurses:

- Subd. 1. All licensed school nurses shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed school nurses.
- Subd. 2. For the purposes of initial placement on the salary schedules, the following procedure shall govern:
  - a. Placement on the appropriate lanes shall be commensurate with each nurse's degree level; i.e., R.N. or B.A in nursing.
  - b. Previous public school nursing experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for incoming experience section of this Agreement. Previous nursing experience in District 191 shall be allowed as per Article V, Section 6.
- Subd. 3. A separate seniority list shall be compiled for school nurses.

Section 3. Licensed Occupational Therapists:

- Subd. 1. Beginning in the school year 1989-90, all licensed occupational therapists shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed occupational therapists.
- Subd. 2. For initial placement on the salary schedules, the following procedure shall govern:
  - a. Placement on the appropriate lanes shall be commensurate with each occupational therapist's degree level; i.e., B.A. or M.A. in occupational therapy.
  - b. Previous public school occupational therapist experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for experience section of this Agreement. Previous occupational therapist experience in District 191 shall be allowed as per Article V, Section 6.
- Subd. 3. Probationary Period: Occupational therapists shall serve a three-year probationary period. During that time, Occupational therapists may be released as the Board sees fit. Following completion of the probationary period, occupational therapists will have continuing contract status as described below.
- Subd. 4. A separate seniority list shall be compiled for occupational therapists. In the event the district reduces occupational therapists, reductions shall occur based on seniority with the least senior being laid off first. Occupational therapists laid off due to reduction in force will retain recall rights for two years; with the most senior occupational therapist the first to be recalled.
- Subd. 5. An individual contract will be used for occupational therapists. See Appendix D2.

Subd. 6. Prior approval for requests to convert continuing education units to lane change credits may be made to the Assistant Superintendent for Instruction and the Staff Development Coordinator, who will recommend number of course credits, comparable to District staff development time commitments, to the Executive Director of Human Resources. Article V, Section 6 shall then apply.

**Section 4 Psychologist Interns**

- Subd. 1. Beginning with the 2001-2002 school year, the District can employ licensed, psychologist interns. A psychologist intern is an individual that is working as an intern under the direct supervision of a licensed psychologist. The intern must be enrolled in an approved preparation program leading to Board of Teaching licensure. The intern can be employed as an intern for no more than the equivalent of one school year.
- Subd. 2. A full-time, full year psychologist intern will earn ½ of the annual salary based on Lane 1, Step I of the teachers’ salary schedule
- Subd. 3. A psychologist intern will be provided with single health insurance and single dental insurance. They will accrue one sick day per month for income protection. No other benefits will accrue.
- Subd. 4. In the event a psychologist intern is hired the year following completion of their internship as a licensed psychologist, the year of internship will be counted towards satisfying the probationary period.

**APPENDIX C-1**  
**BEA Salary Schedule**  
**2017-2018 2019-2020**

STEP	BA	BA20	BA40	BA60/MA	MA20	MA40	MA60
<b>1</b>	40,420	42,090	43,560	45,660	47,760	49,740	52,190
<b>2</b>	40,440	42,120	43,590	45,690	47,810	49,770	52,220
<b>3</b>	40,480	42,150	43,620	45,740	47,850	49,820	52,260
<b>4</b>	41,030	42,460	44,330	47,850	51,540	52,380	54,960
<b>5</b>	42,050	43,840	45,900	49,620	53,930	54,940	57,320
<b>6</b>	44,560	46,380	48,650	52,440	54,990	57,570	60,600
<b>7</b>	48,320	48,460	50,490	54,590	57,150	59,480	62,980
<b>8</b>		52,320	52,830	56,980	59,300	62,330	65,380
<b>9</b>			57,560	59,780	62,800	66,070	69,330
<b>10</b>				63,230	66,270	69,520	73,030
<b>11</b>				67,670	71,070	74,490	78,340
<b>12</b>				73,500	77,030	80,730	84,650
<b>*A</b>	51,000	55,920	61,720	77,600	81,620	85,840	90,880
<b>**B</b>	54,840	59,160	65,630	80,910	85,430	90,210	96,730

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

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

Definitions:

**Years of experience:** The total number of calendar years of licensed teaching experience in and outside of this District. This number is used by the Minnesota Department of Education.

**Years in the District:** The total number of years of employment in the District, in a licensed position or not.

**Seniority:** The first date of contract employment as defined by a bargaining group.

**Career step:** An advancement based on amount of *satisfactory* experience (e.g., a K-12 teacher must work a .75 FTE contract or more to advance a career step on the salary schedule and an ABE/ECFE teacher must work at least 736 hours to advance a career step). See Article V, Section 8.

**Pay step:** An identification label for the vertical column of a salary schedule.

**Longevity:** A term not used in the BEA agreement. For non-exempt employees, it typically identifies a remuneration to be paid for calendar years of employment in the District.

**Lanes:** A descriptive label for the horizontal heading. Lanes describe the educational level for each column in quarter credits.

Credit Conversion Chart

Semester	Quarter
1	1.5
2	3.0
3	4.5
4	6.0

**Step Movement:** Teachers move down a pay step as they complete each year of satisfactory service in the District. However, teachers who are in a lane with a limited number of steps, remain at that step if they have reached the maximum pay step for that lane. For instance a teacher with a BA degree who has successfully completed 10 years of service would continue in the BA lane, Step 7. Upon completing 20-quarter credits, the teacher would move to BA+20 lane, step 7.

**APPENDIX C-2**  
**BEA Salary Schedule**  
**2018-2019 2020-2021**

STEP	BA	BA20	BA40	BA60/MA	MA20	MA40	MA60
1	40,950	42,640	44,130	46,260	48,390	50,390	52,870
2	40,970	42,670	44,160	46,290	48,440	50,420	52,900
3	41,010	42,700	44,190	46,340	48,480	50,470	52,940
4	41,570	43,020	44,910	48,480	52,220	53,070	55,680
5	42,600	44,410	46,500	50,270	54,640	55,660	58,070
6	45,140	46,990	49,290	53,130	55,710	58,320	61,390
7	48,950	49,090	51,150	55,300	57,900	60,260	63,800
8		53,010	53,520	57,730	60,080	63,150	66,230
9			58,310	60,560	63,620	66,930	70,240
10				64,060	67,140	70,430	73,980
11				68,550	72,000	75,460	79,360
12				74,460	78,040	81,780	85,760
*A	51,740	56,740	62,620	78,730	82,810	87,090	92,200
**B	55,640	60,020	66,590	82,090	86,670	91,520	98,140

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

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

**APPENDIX C-3  
Co-Curricular Stipend Schedule**

Effective July 1, 2016

<b>Activity</b>	<b>Head Varsity Coach / Lead</b>	<b>ASST</b>	<b>Middle School Head</b>	<b>Middle School ASST</b>
Basketball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Weight room	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Athletic Coordinator	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Wrestling	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Football	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Baseball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Softball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Danceline, Comp	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Hockey	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Track	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Soccer	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Volleyball	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Golf	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Adapted Athletic Coordinator	\$ 5,800.00			
Swimming	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Slalom Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
XC Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Tennis	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
DECA	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Lacrosse	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Student Council	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Equipment Manager	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Vocal Freestyle	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Danceline, Perf.	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Quiz Bowl Advisor	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Vocal, Cocurricular Total	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Cocurricular, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Diversity Coordinator	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Cheer, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Drumline (Winter)	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Drum Line Competition				
Drill/Choreographer/Composer	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00

<b>Activity</b>	<b>Head Varsity Coach / Lead</b>	<b>ASST</b>	<b>Middle School Head</b>	<b>Middle School ASST</b>
XC Run	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Badminton	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Musical Director	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Math League	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Studio Producer	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Chess	\$ 3,800.00	\$ 2,700.00		
Class Advisor	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Band, Marching	\$ 3,800.00	\$ 2,700.00		
Debate	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Speech	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
FEA	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Cheer, Comp	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
YIG	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Quiz Bowl	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Challenge Fair	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Paper, Editorial	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Band, Pep	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Mock Trial	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Band, Drumline (Fall) <i>Corrected 6.21.16</i>	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Marching Band Visual Drill/Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Drum Line Drill Composer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Computer Club	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play One Act Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
PROUD Advisor	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play, Full Length Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Vocal	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical, Instrumental	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Producer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Set Design	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
NHS (Includes Awards Coordination)	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Flag Line	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Yearbook	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Step Team	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Safety Patrols (Elem)	\$ 2,800.00			
Admin Assistant (Elem)	\$ 2,800.00			
Chorus (Elem)	\$ 1,500.00			
Improv	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Student Council (Elem)	\$ 1,500.00			
Literary Magazine	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00

<b>Activity</b>	<b>Head Varsity Coach / Lead</b>	<b>ASST</b>	<b>Middle School Head</b>	<b>Middle School ASST</b>
Science Fair (Elem)	\$ 1,500.00			
Peer Support/ Helpers	\$ 1,500.00			
Physics Club	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Computer Club (Elem)	\$ 1,500.00			

**APPENDIX C-4  
EXTRA COMPENSATION**

**Rate A:** INSTRUCTION: Used when authorized by administration to create "products" which require training or experience in a specific area; e.g., writing curriculum.

Hourly rate, effective July 1, 2014 \$27.50

**Rate B:** WORKSHOP: Used when authorized by administration to represent the District; discussion rather than product oriented; e.g., workshop attendance.

Hourly rate, effective July 1, 2014 \$21.00

**Rate C:** SUPERVISION: Used when supervising students with delegated administrative responsibility, or when serving as an official.

Hourly rate, effective July 1, 2014 \$21.00

**Rate D:** HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective July 1, 2014 \$25.00

**Rate E:** AREA LEARNING CENTER: Used when voluntarily teaching classes/activities categorically funded as Area Learning Center opportunities, effective July 1, 1998.

Hourly rate, effective July 1, 2014 \$31.25

**APPENDIX D-1**  
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
TEACHER CONTRACT  
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191 of the State of Minnesota enters into this agreement with \_\_\_\_\_, a legally qualified and certificated teacher who agrees to teach in District 191 for the school year 201\_\_-201\_\_. In consideration, thereof, the School Board agrees to pay said teacher \$ \_\_\_\_\_ (salary schedule step \_\_\_\_ and lane \_\_\_\_ ) for basic services.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said teacher shall faithfully perform the teaching and other professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to teach in the school of said District as assigned in such grades or subjects for which that teacher has the necessary certification.
2. Duration: This contract is subject to the provisions of M.S. § 122A.40 as amended and to all laws of the State of Minnesota relevant to qualification, certification, employment, termination, and discharge for cause of teachers. Teachers who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee.
3. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
4. Subject to Master Agreement: This contract shall be subject to and consistent with this Master Agreement between the School District and the Exclusive Representative and the provisions of P.E.L.R.A. Laws of Minnesota, as amended.
5. Error: It is mutually agreed that if improper placement is made, for any reason, in accordance with the Master Agreement, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

**APPENDIX D-2**  
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
OCCUPATIONAL THERAPIST CONTRACT  
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191, Burnsville, Minnesota enters into this agreement with \_\_\_\_\_, a legally qualified and licensed occupational therapist for the 201\_\_-201\_\_ school year. In consideration thereof, the School Board agrees to pay said occupational therapist \$\_\_\_\_\_ (salary schedule step \_\_\_\_ and lane \_\_\_\_ ) for basic services.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said occupational therapist shall faithfully perform all professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to provide services in the schools of said District as assigned.
2. Conditions of Employment: This contract is governed by the policies and regulations of the School District and all laws of the State of Minnesota relevant to qualification, licensure, and employment. This contract shall be subject to and consistent with the master Agreement between the School District and the Exclusive Representative and the provisions of the Minnesota Public Employment Labor Relations Act as amended.
3. Duration: This is a continuing contract that applies to school year employment.
4. Termination: Occupational therapists who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee. This contract may be terminated during its term for cause.
5. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the occupational therapist agrees to work on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
6. Error: It is mutually agreed that if improper determination of salary is made, for any reason, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Occupational Therapist

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

**Appendix D-3**  
**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

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AGENDA ITEM:

To: Members of the Board of Education  
Dr. Theresa Battle, Superintendent

From: Stacey Sovine  
Executive Director of Human Resources

Date: August 1\_\_, 20\_\_

RE: **Approving Board programming and staffing retention priorities for the 20\_\_-20\_\_ school year.**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVES FOR THE 20\_\_ - 20\_\_ SCHOOL YEAR, THE PROPOSED PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS AND THEIR QUALIFYING CRITERIA IN THE FOLLOWING AREAS:**

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**BE IT FURTHER RESOLVED THAT: STAFFING RETENTION PROTECTION ALIGNS WITH THE DISTRICT 191 STRATEGIC PLAN AND ARE FOR TRAITS SUCH AS UNIQUE SPECIALIZED TRAINING, EXTERNAL CERTIFICATIONS OR LICENSES, LANGUAGE PROFICIENCY, AND RECRUITMENT AND RETENTION OF TEACHERS AND ADMINISTRATORS WITH DIVERSE RACIAL AND ETHNIC BACKGROUNDS. THE STAFFING RETENTION PROTECTIONS DO NOT LIMIT THE BOARD'S ABILITY TO DETERMINE THE PROGRAMS, FUNCTIONS, OVERALL BUDGET, UTILIZATION OF TECHNOLOGY, ORGANIZATIONAL STRUCTURE, SELECTION OF PERSONNEL, ABILITY TO DISCIPLINE, AND THE DIRECTION AND NUMBER OF PERSONNEL.**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 2019 through June 30, 2019 2021.
2. In the 2018 2019 school year a design team consisting of the Director of Individualized Student Services, 3 BEA selected teachers, 3 mutually agreed upon teachers, and 4 administrators will meet a minimum of five (5) times to review the current special education delivery model and propose recommendations to the superintendent for the 2018 2019 school year.
3. The recommendations must comply with state and federal requirements, align with the District's Roadmap for the future, and be financially sustainable.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2019 2021.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 W. Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative Chair	Employer Representative

Dated: _____ 2018	Dated: _____ 2018
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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 The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, ~~2017 2019~~ through June 30, ~~2019 2021~~.
2. This MOU applies when school is not in session during the summer months to teachers required to attend workshops and professional development out of state.
3. The District agrees to pay \$150 per diem for full days as identified in **Regulation 412 Expense Reimbursement for Travel**. Partial days will be pro-rated by \$50 segments aligned to meal per diems. For example, if a travel day requires a per diem for lunch and dinner, then the teacher would receive \$100 per diem for salary reimbursement.
4. Required in-state professional development and workshops will be paid according to Appendix C-4 of the ~~2017-2019 2019-2021~~ Master Agreement. Additional expenses for mileage will be paid according to policy and IRS regulations.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, ~~2017 2019~~ through June 30, ~~2019 2021~~.

Burnsville Education Association  
Burnsville, MN 55337

Independent School Dist. 191  
100 River Ridge Court  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ ~~2018~~

Dated: \_\_\_\_\_ ~~2018~~

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period of July 1, 2017 through June 30, 2019.
2. In order to assure that teachers have adequate time to prepare for the school year, one day of workshop week prior to the open house shall be dedicated to teacher directed preparation.

This MEMORANDUM OF UNDERSTANDING shall expire July 1, 2019.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 W. Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: \_\_\_\_\_ 2018      Dated: \_\_\_\_\_ 2018

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. In the event that state funding is provided to fully fund the ABE and ECFE programs within the duration of the 2017-2019 Master Agreement, the District agrees to place the ABE and ECFE teachers on Schedule C. Step placement on Schedule C will reflect the step placement on the ABE/ECFE Wage schedule at the time funding commences. Lane placement will reflect current education experience.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2019.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 W. Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative Chair	Employer Representative

Dated: \_\_\_\_\_ 2018 \_\_\_\_\_ Dated: \_\_\_\_\_ 2018

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 2019 through June 30, 2019 2021.
2. Notwithstanding Appendix C-3 of the 2017-2019 2019-2021 contract, the following employees shall receive the identified stipend for the activity listed as long as they hold the position or until the amount listed under Appendix C-3 is greater.

Last Name	First Name	Location Description	Description	Paid
BAKKEN	ANN	NICOLLET	MUSICAL, DIRECTOR	2,623.00
BLAZQUEZ	JAVIER	BHS	SOCCER - ASST BOYS	4,328.00
BOCKLUND	TIMOTHY	BHS	ALPINE SKIING - HEAD	5,063.00
CARLSON	JAMES L	BHS	FOOTBALL - ASST	4,930.00
FRENCH	KEITH J	BHS	BAND, MARCHING (FALL)	4,006.80
MILLEA	ALLISON B	BHS	PAPER, EDITORIAL	3,892.00
MILLEA	ALLISON B	BHS	YEARBOOK	3,982.00
REYNOLDS	CHELSEA L	BHS	SWIMMING - ASST	4,708.00
SENTA	FRANK D	BHS	HOCKEY - ASST BOYS	5,202.00
STAUM	ANNE C	BHS	YEARBOOK - ASST	3,217.00
VAN DER WOUDE	MARK B	BHS	EQUIPMENT MANAGER	5,796.00
WEBBER	JEFFREY	BHS	TRACK - ASST BOYS	4,349.00

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2019 2021.

Burnsville Education Association  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative Chair

\_\_\_\_\_  
Employer Representative

Dated: \_\_\_\_\_ 2018

Dated: \_\_\_\_\_ 2018

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2017 through June 30, 2019.
2. Notwithstanding Appendix C-1 of the 2017-2019 contract, the following employees shall receive the identified salary for the 2017-2018 schools year.

Name		17.18 MOU
Barr	Barbara	\$ 29,181.25
Busse	Cynthia	\$ 93,461.20
Doyle	Sandra	\$ 93,461.20
Gossm an	Lisa	\$ 93,461.20
Hulting	Linda	\$ 93,461.20
Johnson	David	\$ 93,461.20
Mesarchik	Mary	\$ 50,794.13
Mortinson	Elizabeth	\$ 93,461.20
Nystrom	Robert	\$ 93,461.20
Otrem ba	Karen	\$ 93,461.20
Thom	Marlys	\$ 56,279.53
White-Jarzyna	Susan	\$ 93,461.20
William s	Karen	\$ 93,461.20

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2019.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 W. Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative Chair	Employer Representative

Dated: _____ 2018	Dated: _____ 2018
-------------------	-------------------

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 through June 30, 2021.
2. The Union and the School District agree the service provided by “Amplify” is an independent option for certain healthcare services separate from the District’s medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The “Amplify” service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on “Amplify” being able to provide their services to district employees. This service is unrelated to the District’s medical insurance plan.
3. The School District may end its relationship with “Amplify” at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District’s medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021.

Burnsville Education Association  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

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

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

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 through June 30, 2021.
2. In the event that the District changes its Long Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short Term Disability income per work day on leave.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021.

Burnsville Education Association  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative Chair

\_\_\_\_\_  
Employer Representative

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

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

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 through June 30, 2021.
2. The District will provide de-escalation training to occur during normal work hours in person. This training will be completed by June 2021 and will consist of a minimum of 2 hours.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021.

Burnsville Education Association  
Burnsville, MN 55337

Independent School Dist. 191  
200 W. Burnsville Parkway  
Burnsville, MN 55337

\_\_\_\_\_  
Union Representative Chair

\_\_\_\_\_  
Employer Representative

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

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

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

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AGENDA ITEM: IV.F.

To: Members of the Board of Education  
Superintendent Dr. Theresa Battle

From: Stacey Sovine  
Executive Director of Human Resources

Date: April 9, 2020

RE: **Proposed ratification of the Q-Comp / Pro-pay Memorandum of Understanding with the Burnsville Education Association.**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2020 – 2021 PRO-PAY MEMORANDUM OF UNDERSTANDING WITH THE BURNSVILLE EDUCATION ASSOCIATION.**

**The major language items include:**

- Major items on this document include updating dates
- Reducing the amount of CIC's by two with the reduction in staff and closure of buildings. (Pro-pay will pay for one less and ISD 191 will pay for one less coach).
- Identified \$15,000 in the Pro-pay budget to support coverage at the elementary level if scheduling conflicts require CIC and teacher meetings during instructional time.
- Redistribute Building Leadership Team (BLT) numbers to buildings as a result of school closure. The total number remains the same.

# **Burnsville – Eagan – Savage**

## **Teacher Professional Pay System**

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

**July 1, 2019 2020- June 30, 2020 2021**

**BURNSVILLE – EAGAN – SAVAGE  
TEACHER PROFESSIONAL PAY SYSTEM**

This Agreement is entered into pursuant to Minn. Stat. § 122A.414 and the Public Employment Labor Relations Act (PELRA) of 1971, as amended, Minn. Stat. § 179A.01, et seq., by and between Independent School District No. 191, Burnsville – Eagan – Savage (herein after “District”) as the public employer under the PELRA and the Burnsville Education Association (herein after “BEA”) as the exclusive representative of teachers employed by the District under the PELRA, for the purpose of fully implementing the Burnsville – Eagan – Savage Teacher Professional Pay System (known hereafter as Pro-Pay). The terms of this Agreement are as follows:

**AUTHORITY**

**Laws:** This Agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Stat. §§ 122A.414, 122A.4144 and 179A.01 et seq. The statutory authority specifically includes an exception to the PELRA in the form of an optional right to re-open negotiations regarding only the Professional Pay System.

**BACKGROUND AND LEGAL REQUIREMENTS**

**1. Effect:** This Agreement supersedes and replaces any salary or other provision of the PELRA Master Agreement that may currently be in effect between the District and the BEA that is inconsistent with any provision of this Agreement, subject to the contingencies specified in this Article.

**2. Contingency:** Effect of Contingencies: In the event that any contingency specified in this Section is not met, then this Agreement will have no force or effect and the terms and conditions of employment of the teachers employed by the District will be governed by the PELRA Master Agreement then in effect. Provided, however, that either party may re-open negotiations for the ProPay agreement as permitted under law in an effort to cure any cause that has nullified this Agreement.

- a. MDE Approval: This Agreement is contingent upon the legal requirements both of timely and of continuing approval by the Minnesota Department of Education for the 2015-2016 school year and thereafter.
- b. Ratification: This Agreement is contingent upon its ratification by the bargaining unit represented by the BEA and by the School Board of the District.
- c. Continuing Revenue: This Agreement is contingent upon the initial and continuing receipt of revenue based upon at least two hundred and sixty dollars (\$260.00) per pupil as specified in M.S. 122A.415, Subd.1 (2005). In the event additional revenue is allocated by the legislature, ISD #191 and the BEA agree to reopen the MOU to negotiate allocation of the revenue only.

**Notice of Amendments:** The District and BEA agree to discuss issues related to ProPay during negotiations. In the event the District and BEA amend this Agreement, the Minnesota Department of Education must be apprised of the amendment(s). In the event that the MDE asserts that any amendment is illegal and that revenue for the ProPay will be suspended, withheld, terminated or

otherwise reduced, then this Agreement may be terminated effective with the date of the MDE's decisions regarding changes in revenue by either party giving written notice to the other party at its official business address.

**Implementation Review:** Five administrators and five BEA appointed committee members will comprise an oversight committee that meets a minimum of three times per year.

**Budget Review:** ProPay is funded by categorical revenue. The BEA President and District Superintendent or his/her designee will periodically meet and review the budget. At least one such review shall occur prior to the adoption of the budget for the upcoming year. The review shall include a review of end-of-year expenditures; staff coded to the account and any carryover monies.

**Annual Review:** The ProPay Committee will meet annually to review and evaluate the effectiveness of the plan with respect to:

- Teacher Satisfaction
- Impact on student achievement
- Impact on school culture

The results will be used to modify the plan, consistent with the Notice of Amendment section above.

## **TEACHER PROFESSIONAL PAY SYSTEM**

### **Section 1. Schedules:**

- Subd. 1. The Professional Pay System Schedule is attached and incorporated by reference effective for fiscal year July 1, 2019 2020 to June 30, 2020 2021 as Appendix A. ABE and ECFE teachers shall follow the Professional Pay System Schedule Appendix B.
- Subd. 2. Any teacher hired after the inception of the professional pay plan will be placed on the matrix as provided in Article V of the Master Agreement.
- Subd. 3. Any change in location of a teacher on the ProPay matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding location on the ProPay matrix will be resolved through the grievance provision of the Master Agreement.

### **Section 2. Probationary Teachers:**

- a. Each probationary teacher who has all or part of a three-year probationary period of employment under the law must complete all of the applicable performance appraisal requirements and engage in the Collaborative Teams, except as noted in Section 9, Subd 4 and Subd 5, in accordance with the District's standards in order to earn a performance increment for the subsequent year.
- b. Probationary Status: The District retains its managerial authority under the PELRA to evaluate and decide on the renewal or non-renewal of probationary teachers as provided by § M.S. 122A.40.

### **Section 3. Non-probationary Teachers:**

- a. Notice of Assignment: Each teacher's contract will specify the teacher's career and level placement as well as compensation information.

- b. Contingencies: In the event of the occurrence of a contingency that voids this Agreement, salary under the ProPay will not be a part of any teacher’s rights under the Continuing Contract statute. Salary rights will be determined pursuant to Article V of the Master Agreement.
- c. Standards: Attainment of performance increments will be in accordance with the standards of the ProPay.

**Section 4. Calendar:**

Subd. 1. **Development of District and School-Wide Goals:**

- a. On an annual basis, the District will set district improvement goals. The goals will be based on an analysis of student data and will align with the strategic plan and MDE requirements.
- b. On an annual basis, Building Leadership Teams (BLT) will set school-wide improvement goals within their School Improvement Plan (SIP). The goals will be based on an analysis of student data and will align with the strategic plan and district goals.

Subd. 2. **Teacher Responsibilities Summary:**

- a. Building Goal: Implement strategies that support a building goal focused on student achievement and aligned with core instruction.
- b. Collaborative Team Goal: Engage in the development and implementation of a collaborative team goal that addresses one of your school improvement goals.
- c. Personalized Professional Learning Plan: Develop and implement a professional learning plan that is personalized, aligned with your school improvement goals and building PD plan, and aligned with the teaching license renewal expectations.
- d. Observations and Coaching: Demonstrate your professional practice through 3 formative observations and coaching sessions conducted by 2 different observers (Continuous Improvement Coach and another trained observer).
- e. The goal setting and observation templates, rubrics, and examples explain what teachers must do to be successful in the ProPay system.
- f. Licensed staff will move vertically on the salary schedule and earn the performance pay incentive if the majority of their ratings are in proficient or exemplary categories by the end of the year when all three observations are compiled.

Subd. 3. **Timelines:**

- a. Building Goal (\$300)
  - i. Deadlines
    - 1. Building Leadership Teams will submit building goal by October 1.
    - 2. Sites will document their progress throughout the year.
    - 3. Sites will share their emerging results with district leadership and BLT.
  - ii. Completion and Processing
    - 4. Evidence of completion and final progress monitoring will be processed in the fall when all data are available.
    - 5. Payments shall occur by the last pay date in October of the following school year.
- b. Collaborative Team Goal (\$300)
  - i. Deadlines
    - 1. Collaborative teams will develop their team’s goal once the School

- Improvement Plan's (or SIP's) student achievement goals have been identified.
  - 2. Collaborative teams will document their progress throughout the year and will share/report their progress with the building leadership team.
  - 3. Collaborative teams will share their emerging results during collaborative team time during the year.
  - ii. Completion & Processing
    - 1. Evidence of completion should be submitted by May 15.
    - 2. Because some Collaborative Teams may choose to use standardized tests, payout will be processed in the fall when all data are available.
    - 3. Teachers may revise their Collaborative Team Goals and resubmit them up until October 31st or within 6 calendar weeks of date of hire, whichever is later.
    - 4. Payments shall occur by the last pay date in October of the following school year.
  - c. Professional Learning Plan (\$300)
    - i. Deadlines
      - 1. Teachers will identify and develop their professional learning plan by October 15.
      - 2. Teachers will engage in PD aligned with their building PD and/or participate in other PD opportunities to support their area or interest.
      - 3. Teachers will document their progress in preparation for their observations.
      - 4. Teachers will document their learning in a reflective summary after their observations are completed.
    - ii. Completion & Processing
      - 1. Evidence of completion and the final reflective narrative will be shared with your Continuous Improvement Coach by May 15.
      - 2. Payments shall occur by July 15.
  - d. Coaching and Observations (\$900)
    - i. Deadlines
      - 1. The first CIC observation should be completed by Jan. 31.
      - 2. The second CIC observation should be completed before May 15.
      - 3. The other trained observer observation should be completed by May 15.
      - 4. A minimum of three weeks must occur between consecutive observations.
    - ii. Completion & Processing
      - 1. Teachers schedule their pre- and post-observation conferences with their Continuous Improvement Coach and other trained observer.
      - 2. Teachers complete their pre-observation form prior to their scheduled pre observation conference.
      - 3. The pre-observation includes a progress update connected to their professional learning plan in preparation for their observations.
      - 4. Post-observation reflections need to be completed within five days following each observation.
      - 5. Payments shall occur by July 15.
- Subd. 4. **Coaching and Observations:**
- a. The district evaluation system maintains the core structure of having principals /

- administrators evaluate non-tenured staff 3 times each year along with 1/3 of the tenured teachers.
- b. Licensed staff will participate in three coaching observations based on their professional learning plan and connected to Danielson’s Frameworks.
- c. Continuous Improvement Coaches will conduct two formative observations with tenured staff.
- d. The third formative observation for tenured staff will be conducted by another trained observer, of the employee's choice when he/she is in the formative/ProPay cycle.
- e. The Professional Learning Plan will be integral to the Pre- and Post- Observation discussions.

**Section 5 Performance Incentive Pay Dispute Resolution:**

Subd. 1. **Limitations:**

- a. Scope: The dispute resolution mechanism of this Agreement extends only to disputes regarding a teacher’s compliance with the standards of the ProPay. Teachers retain all rights to dispute resolution as per the Master Agreement regarding all other provisions of the contract aside from those relating to ProPay.
- b. Exclusive Remedy: The dispute resolution mechanism of this Agreement is the exclusive remedy for resolving disputes regarding a teacher’s compliance with the standards of ProPay.

Subd 2. **Teachers who have a scoring dispute:**

- a. If a teacher is not satisfied with an observation by a trained observer, the instructor needs to schedule a meeting with his/her observer to appeal the observation. If the teacher and observer do not reach a satisfactory outcome, which may include another observation, the teacher may schedule an additional observation with a different trained observer by contacting the Superintendent’s designee.
- b. If the outcome of the additional observation is not satisfactory to the teacher, the instructor may meet with the Superintendent’s designee to request an additional appeal. If the Superintendent’s designee determines an additional observation is warranted, he or she will conduct the observation for the teacher. The Superintendent’s designee will consult with the BEA president before making a final decision. The ProPay committee will be updated annually on the number of disputes that occurred in the plan year.

**Section 6: Career Ladder Descriptions:** Career Ladders are career opportunities for teachers and other licensed professionals that broaden their influence on the teaching profession. Career ladder teacher performance will be reviewed on an annual basis. Teachers who are at the Emerging Professional Level in their careers are eligible to apply for Continuous Improvement Coach positions, with preference given to those who have at least 6 years of teaching experience including 2 or more in ISD191. Career Ladders present teachers with many opportunities for leadership. It is the intent of the District and BEA to encourage as many different qualified teachers as possible to assume leadership positions. Career Ladder positions in ISD #191 include the following:

Continuous Improvement Coaches (CIC) (\$3,400 stipend for full assignment, pro-rated for periods of unpaid leave). 7 6 TOSAs funded through ProPay plus 3 2 TOSA’s funded through other district funds, will work with teachers to create Collaborative Team (CT) student achievement goals that align to the

School Improvement Plans and assist in helping them write individual Personalized Professional Learning Plans (PLP). The role of the Continuous Improvement Coach is to help each teacher reach his/her goals through conducting observations, and providing feedback. Continuous Improvement Coaches will be decision makers regarding ProPay performance pay tied to each teacher's Professional Growth Plan. The Continuous Improvement Coaches responsibilities will include serving on the BLT of the assigned building(s). One CIC will serve as a .5 Q-Comp Coordinator with an additional stipend of \$1,600.

Employees seeking career ladder promotions will be able to complete an application for available Continuous Improvement Coach positions. A selection team consisting of 3 teachers appointed by the BEA and 3 administrators / principals will review, identify and approve a pool of qualified employees for the career promotions based on agreed upon criteria and qualifications. If the selection team decides there are not enough qualified applicants for promotion, they may either extend the application deadline, recruit other employees or post for external candidates.

Continuous Improvement Coaches may return to their previous position after 2 years, if available. The request to return must be submitted by February 1<sup>st</sup>. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred.

It is the expectation that teachers would return to teaching, either full- or part-time after serving as a Continuous Improvement Coach for a 3-5 year period of time. After completing three or more years in the position, Continuous Improvement Coaches continue to have the right to return to teaching. The District will place the returning teacher in a position for which he or she is appropriately licensed.

Continuous Improvement Coaches will work a 184 day schedule that meets the training and evaluation needs of the position.

Building Leadership Team (BLT) (\$1500 stipend, pro-rated for periods of unpaid leave) members (a proportionate and representative team of teachers & staff in each building – teachers receive a stipend from Pro-Pay) are responsible for writing, implementing, and evaluating the School Improvement Plans and the School Professional Development Plans aligned to the District Strategic Goals and the District 5 Year PD Plan. Each BLT member will facilitate the work of collaborative teams (CT). The BLT will approve the Collaborative Teams achievement goals to ensure alignment to the School Improvement Plan (which includes the ProPay building goals) and will address questions/issues regarding goal attainment. 82 BLT members will be paid through ProPay according to the following allocation. Additional BLT members will be paid through building professional development funds.

Elementary	4 5 per site	Best	2
Middle School	6 8 per site	ECFE/ABE	4
BHS	10 13	ECSE	4
BAHS	4 3		

The BLT ratio for probationary/tenured teachers:

<u>Max # of Probationary Teachers</u>	<u>Total teachers on BLTs</u>
1	1-7
2	8-12
3	13-17
4	18+

**Section 7: Substitute Teacher Availability:** Comprehensive implementation of ProPay requires that teachers occasionally leave their classrooms. Teachers will use prep time for Pre- and Post-observation meetings. Up to \$15,000 from Pro-Pay funds will be set aside annually to cover Elementary BLT members if scheduling restrictions require the need for a sub. Once the \$15,000 reserve is exhausted no other subs will be available.

**Section 8: Professional Pay Plan Schedule:**

- a. The Pro-Pay System Schedules are attached and incorporated by reference as described in Section 1, subd 1. effective for fiscal year July 1, ~~2019~~ 2020 - June 30, ~~2020~~ 2021.
- b. Any change in location of a teacher on the ProPay matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding initial placement on the ProPay matrix will be resolved through the grievance provision of the Master Agreement.

**Section 9: Special Circumstances:**

Subd. 1. **Teachers with documented performance concerns:** Teachers with documented performance concerns will be provided with more direction in the area of goal-setting. Teachers will set goals that are linked to the areas(s) of needed improvement with input from the building principal. In addition, the teacher will be observed at least three times in a given year. One of the observations must be conducted by the principal. The teacher will have the option of involving the Continuous Improvement Coaches in the improvement process if he or she chooses.

Subd. 2. **Teachers on a formal improvement plan:** Teachers who do not meet expectations and have been formally notified of substandard performance as per provisions in the collective bargaining agreement and are at risk of not earning a performance increment, will not be eligible for ProPay payouts. The teacher, teacher's principal and the Executive Director of Human Resources will meet as a team to determine the best way to provide assistance to the teacher.

Subd. 3. **Performance Increment Pay Dispute Resolution:**

- a. Teachers who demonstrate substandard performance such that they are at risk of not earning a performance increment must be notified prior to January 1st.
- b. Prior to March 1 of that year, the teacher must have the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance, consistent with ARTICLE V, Section 8, Subdivision 3 of the Master Agreement. Additional assistance is available as per Section 9. subd. 1. of this Memorandum of Understanding.

- c. The exclusive dispute resolution process is the grievance procedure described in ARTICLE XV of the Master Agreement.

Subd. 4. **Partial Year Teachers:**

a. **Teachers on Leave**

- i. A teacher who returns from an extended leave will fully participate in Pro-Pay if his/her number of work days is greater than or equal to 120.
- ii. These teachers shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
- iii. A teacher who takes a partial year leave during the school year will participate to the extent that the required elements are completed.
- iv. The PLP should be written within 30 work days of returning, if it was not written before commencing a leave.
- v. The teacher will be eligible for PLP, CT, and Building Goal incentive pay if his/her number of work days is greater than or equal to 120.
- vi. Incentive pay based on observations will be pro-rated to the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3.

b. **Long Term subs**

- i. Long Term Subs are not eligible for ProPay unless the assignment is greater than or equal to 120 days. No other Long Term Subs will participate in ProPay.
- ii. These teachers shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
- iii. The PLP shall be written within 30 days of start of employment.

c. **Newly hired teachers**

- i. Teachers hired into a new position, or as a replacement teacher, for an assignment that is greater than or equal to 120 days shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal amounts. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
- ii. The PLP shall be written within 30 days of start of employment.

Subd 5. **Part-time and Hourly Paid Teachers:** Teachers who are on less than 0.4 FTE contracts, or less than 588 hours annually, will not be required to participate in collaborative team meetings outside of their scheduled hours. If participating in collaborative team meetings for ProPay compensation, they will not receive hourly compensation for attendance at required Collaborative Team meetings. Pre- and Post-Observation meetings will be scheduled within their compensated time. If a teacher qualified under this section chooses not to participate in regular CT meetings for ProPay compensation, then (s)he will be compensated for any required attendance at

Collaborative Team meetings or other Professional Development that occurs outside of their scheduled work time, at the hourly rates established in Appendix C-4 of the Master Agreement.

**Section 10: Professional Pay:** All individuals who are represented by the BEA except as defined in previous sections are eligible to earn two types of pay as defined below. The performance incentive pay for teachers represented in the Master Agreement is covered under Teacher Professional Pay System Section. 4.

Subd 1. **Performance Incentive Pay and Increment Advancement Process:**

- a. \$300 for meeting the school student achievement goal;
- b. \$300 for meeting the Collaborative Team student achievement goal;
- c. \$300 for the Personalized Professional Learning Plan (PLP);
- d. \$900 for demonstrating evidence of professional learning through participation in the observations and the collaborative coaching.
- e. Licensed staff will move vertically on the salary schedule and earn the performance pay incentive if the majority of their ratings are proficient by the end of the year (see Section9, Subd. 2).

**Section 11: Performance I Levels:**

As an educational institution, ISD #191 recognizes the value of enhanced content knowledge and the attainment of advanced pedagogical skills. Levels specify educational levels. Each level represents the attainment of additional, relevant post-graduate coursework.

- a. Level I = BA or BS degree
- b. Level II = BA + 20 quarter credits
- c. Level III = BA + 40 quarter credits
- d. Level IV = BA + 60 quarter credits OR Master's degree

Teachers cannot progress beyond Level IV until he/she attains a Master's degree.

- e. Level V = MA + 20 quarter credits
- f. Level VI = MA + 40 quarter credits
- g. Level VII = MA + 60 quarter credits OR Educational Specialist OR PhD

## APPENDIX A

Replace with new salary schedule  
Salary Schedule for **2020-2021\***

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
<b>Probationary 1</b>	\$40,950	\$42,640	\$44,130	\$46,260	\$48,390	\$50,390	\$52,870
<b>Probationary 2</b>	\$40,970	\$42,670	\$44,160	\$46,290	\$48,440	\$50,420	\$52,900
<b>Probationary 3</b>	\$41,010	\$42,700	\$44,190	\$46,340	\$48,480	\$50,470	\$52,940
<b>Emerging Professional 1</b>	\$41,570	\$43,020	\$44,910	\$48,480	\$52,220	\$53,070	\$55,680
<b>Emerging Professional 2</b>	\$42,600	\$44,410	\$46,500	\$50,270	\$54,640	\$55,660	\$58,070
<b>Emerging Professional 3</b>	\$45,140	\$46,990	\$49,290	\$53,130	\$55,710	\$58,320	\$61,390
<b>Professional 1</b>	\$48,950	\$49,090	\$51,150	\$55,300	\$57,900	\$60,260	\$63,800
<b>Professional 2</b>	\$48,950	\$53,010	\$53,520	\$57,730	\$60,080	\$63,150	\$66,230
<b>Professional 3</b>	\$48,950	\$53,010	\$58,310	\$60,560	\$63,620	\$66,930	\$70,240
<b>Master Professional 1</b>	\$48,950	\$53,010	\$58,310	\$64,060	\$67,140	\$70,430	\$73,980
<b>Master Professional 2</b>	\$48,950	\$53,010	\$58,310	\$68,550	\$72,000	\$75,460	\$79,360
<b>Master Professional 3</b>	\$48,950	\$53,010	\$58,310	\$74,460	\$78,040	\$81,780	\$85,760
<b>Career Professional A</b>	\$51,740	\$56,740	\$62,620	\$78,730	\$82,810	\$87,090	\$92,200
<b>Career Professional B</b>	\$55,640	\$60,020	\$66,590	\$82,090	\$86,670	\$91,520	\$98,140

## Appendix B (ABE-ECFE) Salary Schedule for **2020-2021\***

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
<b>Probationary 1</b>	\$27.74	\$28.57	\$29.38	\$30.23	\$30.85	\$31.47	\$32.10
<b>Emerging Professional 1</b>	\$28.57	\$29.38	\$30.23	\$31.05	\$31.68	\$32.32	\$32.97
<b>Professional 1</b>	\$29.38	\$30.23	\$31.05	\$31.89	\$32.53	\$33.18	\$33.86
<b>Professional 2</b>	\$30.23	\$31.05	\$31.89	\$32.73	\$33.41	\$34.25	\$34.74
<b>Master Professional 1</b>	\$31.05	\$31.89	\$32.73	\$33.57	\$34.23	\$34.92	\$35.62
<b>Career Professional A</b>	\$33.30	\$34.14	\$34.98	\$37.82	\$38.48	\$39.17	\$39.87
<b>Career Professional B</b>	\$34.30	\$35.14	\$35.98	\$39.82	\$40.48	\$41.17	\$41.87
<b>Career Professional C</b>	\$35.30	\$36.14	\$36.98	\$41.82	\$42.48	\$43.17	\$43.87

**\*Actual amounts will align with settlement of 2019-2021 Master Agreement Schedules**

### **DESCRIPTION OF PERFORMANCE INCREMENT PERFORMANCE TARGETS:**

**Probationary Teachers** are beginning to translate their content knowledge into plans for instruction. During the probationary years teachers are acquiring the materials and developing effective learning activities. Probationary teachers are exploring methods of effective classroom management and physical room arrangement to enhance learning. They are beginning to acquire

confidence in their ability to establish rapport with students. They are exploring and comparing strategies for dealing with problem behaviors. They recognize the importance of clear directions and asking a variety of questions but are developing their skills in this area. Probationary teachers work hard to establish grading and record-keeping methods that comport with district requirements.

**Emerging Professionals** are gaining skills in the areas of planning, instruction and classroom management. They have established routines for organizational tasks and classroom management that are more automatic and support instruction. They are able to devote more time to instruction and providing effective feedback to students.

**Professional Teachers** demonstrate deep content and curricular knowledge. They demonstrate the ability to develop learning activities that both engage students and teach the desired content. They have a deep understanding of the scope and sequence of the curriculum. Classrooms run smoothly and professional responsibilities are understood and carried out.

**Master Professionals** understand the needs of individual students in each class and design instruction to meet those needs. Learning objectives are clearly articulated and instruction directly targets those objectives. Student learning is assessed and the results analyzed to determine re-teaching needs. Teachers utilize strategies to engage students in deep level discussion and answer higher level questions. The Master Professional contributes to the school by sharing expertise on district-wide and school-wide committees. The teacher shows professionalism in all assigned duties; whether presenting to peers, facilitating site-council, or performing hall duty.

## **Memorandum of Understanding**

### **Burnsville Education Association and the School Board of Independent School District #191**

Signature of Chairperson Board of Education: \_\_\_\_\_ Date

Signature of BEA President: \_\_\_\_\_ Date

Signature of BEA Chief Negotiator: \_\_\_\_\_ Date

Signature of Director of Human Resources: \_\_\_\_\_ Date