

**BOARD AGENDA
INDEPENDENT SCHOOL DISTRICT 191**

Administrative Services Center
Special Meeting
September 30, 2011
7:30 AM

- I. Call to Order
 - A. Welcome
 - B. Pledge of Allegiance
- II. Business Meeting
 - A. Approve Agenda
- III. New Business
 - A. Ratify the Q-Comp/ProPay Memorandum of Understanding with the Burnsville Education Association (Bernard/Duethman) 2
- IV. Adjourn

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, 2012 - June 30, 2013

DRAFT May 9, 2012

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 PRO-PAY 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 2012-2013 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 PRO - PAY 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 PRO - PAY 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 schedule monthly meetings to review and resolve any issues related to implementation.

Budget Review: PRO - PAY 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 Pro-Pay 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, 2012 to June 30, 2013 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 PRO - PAY matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding location on the PRO - PAY 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, 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 PRO - PAY 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 PRO - PAY.

Section 4. Calendar:

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

- a. On an annual basis, the District Leadership Team (DLT) 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 Instructional Coaching: Demonstrate your professional practice through 3 formative observations and coaching sessions conducted by 2 different observers (instructional 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 PRO - PAY 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 (\$200)

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 at District Leadership Team meetings during the year.

ii. Completion and Processing

- 1. Evidence of completion and final progress monitoring will be processed in the fall when all data are available.
- 2. Payments shall occur by the last pay date in October of the following school year.

b. Collaborative Goal Team (\$200)

i. Deadlines

- 1. Collaborative teams will develop their team's goal once the School Improvement Plan's (or CIMP Plan) 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.
 4. Payments shall occur by the last pay date in October of the following school year.
- c. Professional Learning Plan (\$400)
 - 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 Instructional Coach by May 15.
 2. Payments shall occur by July 15.
- d. Coaching and Observations (\$1200)
 - i. Deadlines
 1. The first observation should be completed before winter break.
 2. The second observation should be completed before February 15.
 3. The third observation should be completed by May 1.
 - ii. Completion & Processing
 1. Teachers schedule their pre- and post-observation conferences with their instructional coach and other trained observer.
 2. Teachers complete their pre-observation reflection two days before their scheduled observation.
 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 ¼ of the tenured teachers.
- b. Licensed staff participate in three coaching observations based on their professional learning plan and connected to Danielson's Frameworks.
- c. Instructional coaches will conduct two formative observations.
- d. The third formative observation will be conducted from another trained observer, of the employee's choice.
- 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 PRO - PAY. Teachers retain all rights to dispute resolution as per the Master Agreement regarding all other provisions of the contract aside from those relating to PRO - PAY.
- 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 PRO - PAY.

Subd 2. Teachers who have a scoring dispute:

- a. If a teacher is not satisfied with an observation, the instructor needs to schedule a meeting with his/her observer / coach to appeal the score. 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 Director of Instruction.
- b. If the outcome of the additional observation is not satisfactory to the teacher, the instructor may meet with the Director of Instruction to request an additional appeal. If the Director of Instruction determines an additional observation is warranted, he or she will conduct the observation for the teacher. The Director of Instruction will consult with the BEA president before making a final decision. The Pro-pay committee will be updated on all disputes.

Section 6: Career Ladder Descriptions: Career Ladders are career opportunities for teachers and other licensed professionals that broaden their influence on the teaching profession. It is the expectation that teachers would return to teaching, either full or part-time after serving as an Instructional Coach for a 3-5 year period of time. However, 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 career ladder positions. 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:

Instructional Coaches (\$4,000 stipend for full assignment) (TOSAs funded through Pro-Pay, integration, and PD) 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 Instructional Coach is to help each teacher reach his/her goals through conducting observations and providing feedback. Instructional Coaches will be decision makers regarding Pro-Pay performance pay tied to each teacher's Professional Growth Plan. The instructional coaches responsibilities will include serving on the District Leadership Team and the BLT of the assigned building(s).

Employees seeking career ladder promotions will be able to complete an application for available Instructional 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.

Instructional Coaches may return to their previous position after 1-2 years, if available. The request

to return must be submitted by February 1st. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred.

After completing three or more years in the position, instructional 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.

Building Leadership Team (\$2,000 stipend) 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 Pro-Pay building goals) and will address questions/issues regarding goal attainment.

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+

The District Leadership Team (\$500 stipend) consists of the principal and two BLT members from each site (teachers receive a stipend from Pro-Pay), the Instructional Coaches, community members, Teaching and Learning Directors and Coordinators, and several other district leaders. This team meets 4 – 5 times each year to develop strategic plans, evaluate plan implementation, and to ensure alignment of our efforts. This team is responsible for ensuring the requirements of Pro-Pay, integration, and programs are met and in alignment with the District Strategic Goals.

Section 7: District Reserve Substitute Team (up to 5): Comprehensive implementation of PRO-PAY requires that teachers occasionally leave their classrooms. Teachers will be given opportunity for Pre- and Post observation time. If needed the district will hire substitutes to provide coverage. Substitutes hired from outside the district will work no more than 7 hours a day for 153 days (or prorated). Substitutes will receive single insurance and be paid as a Level I, Probationary I teacher for one year. The Reserve Sub Team provides the opportunity for new teachers to gain broad experience and be part of a district. Members of the District Reserve Substitute Team will be selected on an annual basis.

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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, 2012-June 30, 2013.
- b. Any change in location of a teacher on the PRO-PAY matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding initial placement on the PRO-PAY 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 instructional coach 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 participate in PRO-PAY. 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. B. 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 who take a leave of absence for 6 weeks or less are eligible to earn the full performance pay incentive.
- b. If a leave of absence is over 6 weeks and less than a semester, the employee is eligible for 100% of the Professional Learning Plan amount, and a prorated amount of the 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.
- c. Long Term Subs or employees hired after October 1st who work one (1) semester plus one (1) day shall be eligible for 100% of the Professional Learning Plans amount, and a prorated amount of the 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.

Section 10: Professional Pay: Teachers as defined by 122A. 40 and Occupational Therapists represented by the BEA 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. \$200 for meeting the school student achievement goal;
- b. \$200 for meeting the Collaborative Team student achievement goal;
- c. \$400 for the Personalized Professional Learning Plan (PLP);
- d. \$1200 for demonstrating evidence of professional learning through participation in the observations and the collaborative Instructional Coaching.
- e. 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.

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
Salary Schedule for 2012 - 2013

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Probationary 1	35,080	36,540	37,820	39,650	41,480	43,190	45,330
Probationary 2	35,100	36,570	37,850	39,680	41,510	43,220	45,360
Probationary 3	35,140	36,600	37,880	39,710	41,540	43,250	45,390
Emerging Professional 1	35,810	37,060	38,710	41,760	45,000	45,730	47,990
Emerging Professional 2	36,700	38,270	40,070	43,310	47,070	47,970	50,030
Emerging Professional 3	38,890	40,500	42,470	45,790	48,010	50,260	52,920
Professional 1	42,180	42,310	44,080	47,650	49,900	51,940	54,990
Professional 2	42,180	45,670	46,110	49,750	51,780	54,420	57,090
Professional 3	42,180	45,670	50,250	52,190	54,830	57,680	60,540
Master Professional 1	42,180	45,670	50,250	55,210	57,860	60,710	63,760
Master Professional 2	42,180	45,670	50,250	59,080	62,050	65,050	68,410
Master Professional 3	42,180	45,670	50,250	64,190	67,260	70,500	73,920
Career Professional A	44,520	48,830	53,890	67,750	71,270	74,970	79,370
Career Professional B	47,640	51,390	57,020	70,300	74,230	78,380	84,050

Appendix B (ABE-ECFE)
Salary Schedule for 2012 - 2013

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Probationary 1	23.91	24.63	25.34	26.07	26.60	27.13	27.67
Emerging Professional 1	24.63	25.34	26.07	26.78	27.32	27.87	28.42
Professional 1	25.34	26.07	26.78	27.50	28.05	28.61	29.19
Professional 2	26.07	26.78	27.50	28.22	28.78	29.36	29.95
Master Professional 1	26.78	27.50	28.22	28.95	29.52	30.11	30.71
Career Professional A	28.44	29.17	29.91	30.65	31.26	31.88	32.52

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 reteaching 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: _____

