



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
February 6, 2014
6:30 PM

6:00 PM Board Listening Session with Directors Jim Schmid and Abigail Alt

I. Call to Order

- A. Welcome Public
- B. Pledge of Allegiance

II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

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

- 1. Minutes of the January 16, 2014, Board Meetings 3
- 2. Human Resources 7
- 3. Donations 9
- 4. Schedule a Board Retreat on March 3, 2014 12
- 5. Approve Out-of-State Travel for Board Member 13
- 6. Approve an Extended Field Trip for Eagle Ridge Junior High 9th Grade Students to Travel to England June 10-21, 2014 14
- 7. Approve Change Order # 1 for the 2013-2014 Burnsville High School Deferred Maintenance Project in the Amount of \$28,171 15

III. New Business

- A. Receive a Report and Approve Recommendations on the FY15 Preliminary Budget 18
 - Speaker(s):** Superintendent Joe Gothard and Executive Director of Business Services Lisa Rider
- B. Approve Changes to the 2013-14 Academic Calendar Due to Weather-Related School Closings

Speaker(s): Joe Gothard, superintendent

2

C. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2013-2015 Collective Bargaining Agreement with the Burnsville Education Association and ISD 191.

28

Speaker(s): Stacey Sovine, executive director of human resources

IV. Reports

A. Student Advisor

B. Superintendent

C. Board Members

V. Adjourn

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
January 16, 2014

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

Call to Order

Members present: Directors VandenBoom, Luth, Currier, Alt and Chair Schmid. Members absent: Directors Sweep, Hill and Student Advisor Shreedaran. Others in attendance were Superintendent Gothard, administrators and staff.

Attendance

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

Pledge of Allegiance

The TIES Exceptional Teachers Jeff Hammer and Melanie Bryant were recognized.

Recognition

Moved by Alt, seconded by Luth, to approve the agenda. Motion carried (5, 0).

Agenda

Moved by Currier, seconded by VandenBoom, to approve the consent agenda.

Consent Agenda

- Minutes of the January 9, 2014, board meeting
- Personnel changes for S. Sayer, J. Morrissey, J. Hall, C. DeCarlo, L. LaDuke, A. McChesney, K. Theiler, N. Garlock, S. Demmer, and S. Jorgensen.
- Adopted a resolution to approve and accept 2013 donations as presented. A complete list of donations is listed on the district website.
- December payroll checks numbered 717514-717551, and direct deposit notices numbered 521085-524017, in the net amount of \$3,523,702.04. December and January claims to date represented by checks numbered 429315-429925, 1008991-1009239, and 100894-100899 and wire transfers and adjustments totaling \$6,352,784.22. Accepted December receipts of \$7,789,182.28 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$60,179,025.30 as of December 31, 2013.
- Accepted the budget analysis for the month ending December 31, 2013.

Minutes
Human Resources

Donations

Payroll, deposits,
and claims

Budget analysis

- Approved the board representative appointments for 2014.
Motion carried (5, 0).

Appointments

Moved by VandenBoom, seconded by Luth, to approve the 2013-14 revised budget providing revenues and expenditures in all funds as follows.

2013-14 revised budget

Fund	Revenue	Expenditure
General	\$ 112,496,929	\$ 115,368,022
Food Service	4,889,425	4,826,683
Community Service	5,042,218	5,186,439
Capital Projects	25,000	12,835,540
Debt Service	9,513,196	10,016,955
Total Governmental	131,966,768	148,233,639
Trust & Agency	677,250	690,025
Internal Service	18,556,800	18,987,740
All Funds	<u>\$ 151,200,818</u>	<u>\$ 167,911,404</u>

After discussion, motion carried (5, 0).

Moved by Currier, seconded by Alt, to approve the Multi-District Collaborative Council Integration Plan. Motion carried (5, 0).

MCC Integration

Moved by Luth, seconded by Currier, to approve the 2014 Pay Equity Report. Motion carried (5, 0).

2014 Pay Equity Report

Committee reports were given by Luth for the Ad Hoc Technology Committee and Gothard spoke for the Legislative Committee.

Committee Reports

Moved by VandenBoom, seconded by Luth, to adjourn at 7:16 p.m. to a board work session to discuss FY15 budget followed by a closed session to discuss negotiation strategies as permitted by Minnesota State Statutes 13D.03. Motion carried (5, 0).

Adjourn to board work shop and closed session

The board work session began at 7:22 p.m. and concluded at 8:42 p.m.

- The FY15 budget was discussed during the board work session.

DeeDee Currier, Clerk

Date Approved

DRAFT

Closed Session Notes
INDEPENDENT SCHOOL DISTRICT 191
January 16, 2014

This meeting will be closed as permitted by Minnesota Statutes, section 13D.03 to discuss ISD 191's labor negotiation strategies.

Preliminary

The school board closed session was called to order by Chair Schmid at 8:50 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Luth, Alt, Currier, VandenBoom and Chair Schmid. Members absent: Directors Hill and Sweep.

Attendance

Others in Attendance: Joe Gothard, superintendent; Lisa Rider, executive director of business services; Stacey Sovine, executive director of human resources; and Jami Kenney, executive assistant.

The following item was discussed:

- Negotiation Strategies with the Burnsville Education Association.

Agenda

The closed session adjourned at 9:28 p.m.

Adjourn

DeeDee Currier, clerk

Date Approved

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: February 6, 2014

RE: Recommended Personnel Changes

**Certified
Appointment**

Cynthia Anderson	-Replacement-Long term substitute, ESL, .5 FTE, BHS, effective 1/2/14
Ryan Berget	-New-Teacher, Social Studies, .4 FTE, MJH, effective 1/20/14
Debra Brandon	-Replacement-Long term substitute, SPED, .5 FTE, Rahn, effective 12/9/13
Benjamin Burk	-Replacement-Teacher, LA, 1.0 FTE, BHS, effective 1/22/14
Kim Durand	-Replacement-Long term substitute, ESL, 1.0 FTE, Rahn, effective 1/29/14
Mary Grzesiak	*Replacement-Long term substitute, ESL, 1.0 FTE, HV, effective 2/4/14 - 4/25/14
Anca Moisei	-Replacement-Long term substitute, Physics, 1.0 FTE, BHS, effective 1/22/14
Carol Wurtman	-Replacement-Long term substitute, ESL, .5 FTE, BHS, effective 1/2/14

Leave of Absence

Christine Michels	*Teacher, HV, requests a 1.0 FTE parental leave of absence, effective 3/18/14 - 4/25/14
Kari Musa-Agboneni	*Teacher, Rahn, requests a 1.0 FTE parental leave of absence, effective 3/14/14 - 6/6/14
Bethann Wiley	*Teacher (currently on leave), requests a 1.0 FTE general leave of absence, effective 2014/15 school year

Leave Denial

Nichole Holden	-Teacher, MWS, request for a .5 FTE general leave of absence denied
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Rescission of Offer

Aaron Provancha

-Long term substitute offer, Physics. 1.0 FTE, rescinded, effective 1/17/14

Resignation

Daniel Anderson

-Teacher, MJH, effective 1/20/14

Retirement

Sheila Czech

-Teacher, SO, after 28 years in the District, effective 6/6/14

Patricia Kofski

*Teacher, GP, after 25 years in the District, effective 6/6/14

Carolyn Sefkow

-Teacher, ERJH, after 18 years in the District, effective 6/6/14

Return from Leave

Kristina Aars

-Teacher, (currently on partial leave), requests to return to work 1.0 FTE, effective 2014/15 school year

Erin Kosmalski

*Teacher (currently on leave), requests to return to 1.0 FTE, effective 2014/15 school year

Classified**Appointment**

Sandra Koshenina

-Replacement-Food Service Associate, 3.5 hrs/day, MJH, effective 1/23/14

Taylor Quam

*Replacement-Food Service Associate, 3 hrs/day, Neill, effective 2/5/14

Terri Reilly

*Replacement-MEA, 26 hours per week, ECSE, effective 2/5/14

Craig Schwanke

*Replacement-B Shift Custodian, 8 hrs/day, BHS, effective 2/5/14

Sheena Saloka

*Replacement-Food Service Associate, 3.25 hrs/day, ERJH, effective 2/6/14

Change in Assignment

Deborah Larson

*Assignment changes to Clerical Level II, 7 hrs/day, HV, effective 1/29/14

Resignation

Jennifer Babiash

*TLT Coordinator, Districtwide, effective 2/21/14

Abdullahi Hassan

-Cultural Liaison, BHS, effective 2/14/14

James Pelinka

-Custodian, effective 12/6/13



**Agenda II.B.3.
February 6, 2014**

To: Members, Board of Education
From: Lisa K. Rider, Executive Director of Business Services
Date: February 6, 2014
Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on February 6, 2014.

Jim Schmid
Chair - Board of Education

DeeDee Currier
Clerk – Board of Education

Date Received	Donor	Recipient of donation	Purpose	Donation
1/28/2014	Pam Walcher	BrainPower in a Backpack	BrainPower in a Backpack	\$65.00
11/27/2013	Stanley P. Johannes	Burnsville High School	none	1 Vivitar flash – 628 af ttl. 1 Pentax zx5 camera with 28 x 80 lens. 1 Minolta 5000 Maxxum camera and lens. 1 camera case.
1/24/2014	General Mills	Sioux Trail Elementary	MONEY RAISED BY PTO COLLECTING BOX TOPS FOR EDUCATION	\$ 1,468.00
1/24/2014	FourCrown Inc.	Sioux Trail Elementary	going to Sixth grade	\$ 109.10
1/23/2014	Howard and Mary Hall	BrainPower in a Backpack	BrainPower in a Backpack food	\$ 1,000.00
1/20/2014	COSTCO (Burnsville)	Eagle Ridge Junior High	PBIS All School Celebration	\$ 50.00
1/14/2014	Karen Erickson	Hlidden Valley Elementary	Office Supplies to be donated to Hidden Valley School for staff	Office Supplies
1/20/2014	Varies Many	Burnsville Senior Center Annual Giving Campaign 2013-14	Daily needs and operation	\$10, 374.00
1/16/2014	Marie Patricia Pieper	BrainPower in a Backpack	BrainPower in a Backpack	\$ 100.00
1/10/2014	Erika Jensen	BrainPower in a Backpack	BrainPower in a Backpack	18 4-pks of fruit (\$30)
1/16/2014	James and Barbara Kelly	BrainPower in a Backpack	BrainPower in a Backpack (esp. Gideon Pond)	\$ 100.00
1/10/2014	Kimberly Harris	Burnsville High School	Consumer Auto Class	1FALP6532WK13 4137 \$800.00
1/14/2014	Cedar Diffley BP	Metcalf Junior High	Co-Curricular activities	\$ 93.35

1/14/2014	Jennifer Eisenhuth Orthodontics	Metcalf Junior High	Media Center donation	\$ 100.00
1/13/2014	anonymous	Hidden Valley Elementary	Science Fair Display Boards.	\$ 20.00
1/10/2014	Wells Fargo Community Support Campaign	Harriet Bishop Elementary	To help support or students and staff	\$ 75.00
1/9/2014	Sheryl and Mike Burkhardt	BrainPower in a Backpack	BrainPower in a Backpack food	\$ 50.00
12/17/2013	Thomas Marlow	Gideon Pond Elementary	primary classroom teachers to support school projects	\$ 600.00
1/3/2014	ISD 191 ASC Employees	BrainPower in a Backpack	BrainPower in a Backpack food	food donation - value about \$50
1/2/2014	Mark and Kim Evanko	BrainPower in a Backpack	BrainPower in a Backpack	\$ 75.00
1/2/2014	Hank and Judy Robb	BrainPower in a Backpack	BrainPower in a Backpack	\$ 250.00

Total monetary contributions to accept: **\$14,729.45**



Board of Education

TO: Members, Board of Education
Joe Gothard, superintendent

Agenda II.B.4
February 6, 2014

FROM: Jim Schmid, board chair

DATE: February 6, 2014

RE: Board Retreat

Recommendation: That the Board of Education schedules a board retreat on Monday, March 3, 2014, from 8:00 AM to 4:00 PM at the Oak Ridge Conference Center (One Oak Ridge Drive, Chaska, MN).



TO: Members, Board of Education
Joe Gothard, superintendent

FROM: Jim Schmid, board chair

DATE: February 6, 2014

RE: Approve Out-of –State Travel by Board Member

Agenda Item II.B.5

Recommendation: That the Board of Education approves out-of-state travel by Director Currier and Director Luth who will be attending the 74th Annual NSBA Conference in New Orleans, LA April 5-7, 2014.

Board Policy 214 states that occasionally, it may be appropriate for school board members to travel out of-state to fulfill their obligations. Travel outside the state is appropriate when it will contribute to school board members acquiring the knowledge and information necessary to more effectively carry out their responsibilities as school board members. Travel to out-of-state meetings, such as regional or national meetings of the National School Boards Association, for which the member intends to seek reimbursement from the school district must be preapproved by the Board of Education at a regularly scheduled meeting of the board.

Requests for reimbursement must adhere to the district's expense reimbursement regulations, be itemized on the appropriate school district form and submitted to the Superintendent. Reimbursable expenses may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

Amounts to be reimbursed for board member out-of-state travel, including registration fees, shall be within the school board's approved budget allocations.



**Agenda II.B.6.
February 6, 2014**

To: Members, Board of Education

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

Date: February 6, 2014

Re: Extended Field Trip

RECOMMENDATION: to approve an extended field trip for Eagle Ridge Junior 9th grade students to travel to England June 10-21, 2014.

Eagle Ridge Junior High is requesting formal approval for an extended field trip for 9th graders to travel to England June 10-21, 2014. Board Policy IICA: *Field Trips and Extended Field Trips* require approval from the School Board for all field trips that are outside of the Continental United States. All aspects of Board Policy IICA will be followed.

The primary objective of this trip is for students to explore and learn more about Shakespeare's England and relevant British history. This trip is an extension of class study.



**Agenda II.B.7
February 6, 2014**

To: Members, Board of Education

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

Date: February 6, 2014

Re: Change Order #4 for the 2013-2014 Burnsville High School Deferred Maintenance Project

RECOMMENDATION: That the Board of Education approve change order #4 for the 2013-2014 Burnsville High School Deferred Maintenance Project in the amount of \$28,171.00.

On December 20, 2012 the School Board approved the bid for the 2013-2014 Deferred Maintenance Project at Burnsville High School. Change Order #4 is an add of \$28,171.00 to the contract amount. Change orders on this project now total to date \$243,866.00 which is about 2.85% of the original contract amount.

Items on this change order are the result of revisions made during the construction project. Other items are the result of conditions of the mechanical systems discovered while doing the conversion process from steam to hot water heat. The deduct on this change order was because roof curbs were not needed as originally thought in the construction documents.

The items on this change order have been reviewed and validated by ATS&R Architects and Engineers.


AIA® Document G701™ – 2001
Change Order

PROJECT (Name and address): Burnsville High School 2013/2014 Deferred Maintenance 600 East Highway 13 Burnsville, Minnesota	CHANGE ORDER NUMBER: 004 DATE: January 7, 2014	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): CM Construction Company, Inc. 12215 Nicollet Avenue South Burnsville, MN 55337	ARCHITECT'S PROJECT NUMBER: 09064.4 CONTRACT DATE: December 20, 2012 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Per CM GCPR #52, dated 10/17/13, add wiring and installation of VFD's.	ADD	\$5,000.00
2. Per CM GCPR #79, dated 12/10/13, reinsulated chilled water fittings.	ADD	\$3,341.00
3. Per CM GCPR #81, dated 10/8/13, core drill for pipe railings.	ADD	\$1,600.00
4. Per CM GCPR #82, dated 10/16/13, provide sheet metal cover plate at old CUH.	ADD	\$424.00
5. Per CM GCPR #83, dated 11/6/13, replace seals on heating pumps.	ADD	\$3,482.00
6. Per CM GCPR #85, dated 11/6/13, revise guardrail at stairs.	ADD	\$848.00
7. Per CM RFCOP #14, dated 9/27/13, revisions for cart tipper access.	ADD	\$3,763.00
8. Per CM RFCOP #16, dated 10/7/13, revise roof curbs.	DEDUCT	\$(4,788.00)
9. Per CM RFCOP #17, dated 10/11/13, revise finish grading at locking dock.	ADD	\$4,242.00
10. Per CM GCPR #72, dated 9/6/13, Fire Marshal changes.	ADD	\$674.00
11. Per CM GCPR #89, dated 12/31/13, add floor reducer at Room 2-101.	ADD	\$160.00
12. Per CM RFCOP #19, dated 12/31/13, provide new VFD's.	ADD	\$9,425.00

TOTAL ADD THIS CHANGE ORDER: \$28,171.00

The original Contract Sum was	\$	8,558,995.00
The net change by previously authorized Change Orders	\$	215,695.00
The Contract Sum prior to this Change Order was	\$	8,774,690.00
The Contract Sum will be increased by this Change Order in the amount of	\$	28,171.00
The new Contract Sum including this Change Order will be	\$	8,802,861.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Armstrong, Torseth, Skold & Rydeen, Inc.
ARCHITECT (Firm name)

8501 Golden Valley Road, Suite 300,
Minneapolis, MN 55427

ADDRESS

BY (Signature)

Mark G. Hayes / AIA
(Typed name)

DATE

1/15/2014

CM Construction Company, Inc.
CONTRACTOR (Firm name)

12215 Nicollet Avenue South, Burnsville,
MN 55337

ADDRESS

BY (Signature)

JIM OLIVER
(Typed name)

DATE

1/19/2014

Burnsville-Eagan-Savage Public Schools
OWNER (Firm name)

Independent School District No. 191, 100
River Ridge Court, Burnsville, MN
55337-1613

ADDRESS

BY (Signature)

(Typed name)

DATE



**Agenda III.A.
February 6, 2014**

To: Members, Board of Education

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

Date: February 6, 2014

Re: Approve FY15 General Fund Budget Plan Pending Formal Adoption

RECOMMENDATION: That the Board of Education approve FY14 General Fund budget plan, pending formal adoption by June 30, 2014. The FY14 General Fund budget plan represents Revenues of \$114,990,490 and Expenditures of \$120,268,655.

The FY 2014-15 Design Team has spent time since October in obtaining input from various groups and working to identify the necessary shared understanding of our context and reality and to prepare budget options with impact statements. The Design Team presented an FY15 General Fund Budget Plan to the Board of Education on January 16, 2014 at a scheduled workshop.

Attached you will find the Budget by Budget Unit Summary, Design Team Recommendations, and the General Fund Budget Comparative Summary.

2015 Adopted Budget by Budget Unit

	2015		
	Initial Budget Roll Forward	Design Team Recommendations	Proposed Adopted Budget
01010 - General Elementary Instruction - Personnel Provides the funding necessary to provide instruction in the core academic subjects of language arts, math, science, social studies at the district's ten elementary schools.	\$ 17,927,615	\$ -	\$ 17,927,615
01030 - General Elementary Instruction - Subs Provides the funding necessary for elementary substitutes.	408,000	-	408,000
02010 - General Junior High Instruction - Personnel Provides the funding necessary to offer courses in the core academic subjects of language arts, math, science, social studies, and world language at the district's three junior highs.	5,453,177	-	5,453,177
02020 - General Junior High Instruction - Subs Provides the funding necessary for junior high substitutes.	153,000	-	153,000
03010 - General High School Instruction - Personnel Provides the funding necessary to offer courses in the core academic subjects of language arts, math, science, social studies, and world language at the district's senior high.	5,557,891	-	5,557,891
03020 - General High School Instruction - Subs Provides the funding necessary for high school substitutes.	102,000	-	102,000
04010 - PhyEd, Health, Art, Music - Personnel Provides the funding to provide K-12 physical education, 7-12 health, K-12 visual arts, K-12 general/vocal music and 5-12 Instructional music instruction.	5,235,546	17,000	5,252,546
06010 - Family and Consumer Science Instruction Provides the funding to operate the instructional program of family and consumer science.	436,125	-	436,125
06020 - Trade and Industrial Education Provides the funding to operate the instructional program of trade and industrial education.	562,768	-	562,768
06040 - Business and Office Education Provides the funding to operate the instructional program of business and office education.	291,479	-	291,479
06060 - Post-Secondary Tuition Provides the budget for secondary students to attend classes through the District's various University and College programs including college in the schools (CIS) and post-secondary enrollment options (PSEO).	675,000	-	675,000
07010 - K-12 Media Services Provides the funding to provide K-12 media services- media specialists and media educational assistants.	861,289	-	861,289
07020 - K-12 Gifted and Talented Provides the funding to provide for a half-time gifted and talented instructor at each elementary school and an additional 1.0 at the gifted and talented magnet school.	571,434	-	571,434

2015 Adopted Budget by Budget Unit

	2015		
	Initial Budget Roll Forward	Design Team Recommendations	Proposed Adopted Budget
07030 - 7-12 Guidance Services Provides the funding to provide 7-12 guidance services.	1,094,986	-	1,094,986
07060 - English Second Language Learner Provides funding for the district's K-12 English Second Language Learner program and includes salaries, benefits, and other instructional expenses.	3,028,502	-	3,028,502
08010 - Site Allocation of Instructional/Operational Resources Provides the per pupil funding allocation for instructional and operational related expenses. This funding is intended to cover the costs of building level equipment repairs, purchase of general supplies, classroom supplies, telephone, etc.	661,713	-	661,713
08020 - Building Level Xerox Leases Provides the funding for the monthly lease costs of the main multi-functional device within each school.	341,029	-	341,029
09010 / 09020 - Special Ed Salaries/Benefits Provides funding for staff costs necessary to operate the Office of Individualized Student Services. Most, but not all of these expenditures, are either reimbursed with state or federal special education funds or are related to general education functions.	21,011,296	314,395	21,325,691
09030 - Special Ed Purchased Services Provides funding for Individualized Student Services purchased services, supplies and equipment.	2,036,806	-	2,036,806
09040 - Special Ed Transportation Required transportation, purchased services, supplies and equipment for students served by Individualized Student Services.	2,583,068	-	2,583,068
10010 - Alternative Learning Center Provides categorical funds to operate the alternative high school, school within a school, extended day and extended year programs for elementary and junior high school students.	3,623,246	-	3,623,246
10020 - Mental Health Services Licensed mental health professionals, through a financial partnership with Headway, who are able to respond to pressing mental health needs, proactively support student success, and be readily available in case of a crisis.	212,824	-	212,824
10030 - K-12 Nursing/Health Services Provides funding to operate the district health services department including salaries, benefits and other operating expenses for the district school health offices. Certain FTEs may also be included in Special Ed Salaries, 09010.	985,832	-	985,832

2015 Adopted Budget by Budget Unit

	2015		
	Initial Budget Roll Forward	Design Team Recommendations	Proposed Adopted Budget
11010 - Co-Curricular Activities (Non-Athletic) Provides the funding to support co-curricular activities. These funds are supplemented through ticket sales, fund raising, donations, etc.	320,043	-	320,043
11020 - High School Interscholastic Athletics Provides the funding to provide high school athletics. These funds are supplemented through ticket sales, fund raising, donations, etc.	1,072,802	-	1,072,802
11021 - Junior High Interscholastic Athletics Provides the funding to provide junior high athletics. These funds are supplemented through ticket sales, fund raising, donations, etc.	-	95,000	95,000
12010 - Title I, Part A Regular - Improving Basic Programs Provides funding to help ensure all children meet challenging state academic standards. Includes staffing, instructional, Supplemental Education Services and staff development expenses.	1,320,473	-	1,320,473
12020 - Title II, Part A Regular - Teacher/Principal Training & Recruiting Funding pays a portion of teacher and administrative salaries of highly qualified professionals working to improve student achievement.	250,000	-	250,000
12030 - Title III Regular - Limited English Proficient Students Funding supports ESL personnel, their professional development, and for interpretation needs of our LEP families.	167,500	-	167,500
12050 - Carl Perkins Grant Funding pays for professional development and supplies to teachers of Family and Consumer Science, Business, and Technology Education at Burnsville Senior High School.	68,000	-	68,000
13010 - Q-Comp/Pro-Pay Provides for expenditures associated with the district's Q-Comp / Pro-Pay programs including salaries and benefits, stipends, performance incentives and other operating expenses.	2,860,853	-	2,860,853
13020 - Integration and Achievement Provides for expenditures related to the integration and achievement program including salaries and benefits, professional development and other operating expenses.	1,574,829	209,000	1,783,829
13030 - Compensatory Education Provides funding for compensatory programs and initiatives to meet the educational needs of students who are under prepared or are not meeting age appropriate performance standards.	6,756,949	340,000	7,096,949
14010 - Technology Provides funding manage and support the district's technologies including instructional, operational resources, equipment and supplies including the District's intranet and telephone systems.	3,018,640	-	3,018,640

2015 Adopted Budget by Budget Unit

	2015		
	Initial Budget Roll Forward	Design Team Recommendations	Proposed Adopted Budget
15010 - Instructional Development Provides the funding for district professional development (PD) to support the acquisition of district learning goals. Includes operational resources, purchased services, equipment, supplies, and \$300K for building level PD allocations.	505,990	120,000	625,990
15020 - Curriculum Development Provides the funding for the ongoing development of a comprehensive written curriculum. Also includes operational resources, purchased services, equipment and supplies.	311,686	-	311,686
15030 - Curriculum Adoptions Provides the funding for the purchase of curriculum resources to support delivery of the written curriculum including textbooks, manipulatives, software and software subscriptions.	612,000	-	612,000
15040 - Assessment Program Provides the funding necessary to implement required accountability assessments to monitor student progress toward achievement of academic standards through software fees, purchased services, equipment and supplies.	410,944	-	410,944
16010 - Board of Education Provides the funding for the School Board. Includes School Board stipends, District elections, legal fees and other expenses related to Board initiatives.	158,956	-	158,956
16020 - Superintendent Provides the funding to operate the office of Superintendent of Schools to support the District's mission, vision, and instructional goals.	358,481	-	358,481
16030 - Assistant Superintendent Provides the funding to operate the office of the Assistant Superintendent of Schools to support the development, operation and evaluation of the district's elementary and secondary instructional programs.	273,256	-	273,256
16040 - Human Resources Provides the funding to support operation of the Human Resources office including advertising, recruiting, hiring, staff development, legal fees, software applications, and compliance requirements.	795,877	160,000	955,877
16041 - Workers Comp, Unemployment, & Property Casualty Liability Insurance Provides the funding to support the District's workers comp, unemployment, and property, casualty liability insurance and contingencies for deductibles.	1,676,680	-	1,676,680
16050 - Business Provides the funding to operate the school district's business services-including accounting, payroll, and mandatory state and federal reporting.	1,232,264	-	1,232,264

2015 Adopted Budget by Budget Unit

	2015		
	Initial Budget Roll Forward	Design Team Recommendations	Proposed Adopted Budget
16051 - Business - Salary Contingency Unallocated FTEs for teacher reserves and overload schedules, yet to be determined.	300,000	-	300,000
16052 - Business - Internal Service Fund Provides funding for required severance payouts as stipulated in the District's various bargaining agreements and contributions to the District's medical and dental internal service funds.	600,000	-	600,000
16054 - Business - OPEB Implicit Chargeback Represents allowable medical, dental, and life insurance costs reimbursable by the district's other postemployment benefits trust.	(556,409)	-	(556,409)
16060 - Communications and Marketing Provides the funding to the District's communications and marketing initiatives, maintenance of District websites, social networks, publications, etc.	411,129	-	411,129
16070 - Student Registration and Census Provides the funding to operate the school district's student registration, enrollment, and reporting services.	297,717	-	297,717
17011 - Elementary Administrators Provides the funding to operate the elementary principals' offices at each school.	1,227,214	-	1,227,214
17012 - Elementary Building Clerical Provides the funding to operate the elementary principals' offices at each school.	526,077	-	526,077
17013 - Elementary EAs Provides the funding various administrative and educational roles at each school.	336,989	-	336,989
17014 - Elementary Admin Benefits Provides the funding for the benefits of the above administrator, clerical and EA staff.	592,083	-	592,083
17021 - Secondary Administrators Provides the funding to operate the secondary principals' offices at each school.	1,336,959	-	1,336,959
17022 - Secondary Building Clerical Provides the funding to operate the secondary principals' offices at each school.	793,447	-	793,447
17023 - Secondary EAs Provides the funding various administrative and educational roles at each school.	208,468	-	208,468
17024 - Secondary Admin Benefits Provides the funding for the benefits of the above administrator, clerical and EA staff.	712,926	-	712,926

2015 Adopted Budget by Budget Unit

	2015		
	Initial Budget Roll Forward	Design Team Recommendations	Proposed Adopted Budget
17025 - Miscellaneous Stipends Provides the funding for miscellaneous stipends and extra hours that are currently not attached to another budget unit.	160,969	-	160,969
17026 - Campus Cup Provides the funding of the Café located at the Senior Campus at Diamondhead.	110,144	-	110,144
18010 - Student Transportation Provides the funding to transport eligible students to and from school including during regular and extended year/day terms.	4,105,127	-	4,105,127
19010 - Custodial Provides the funding to operate the District's custodial services. Includes supplies, equipment and contracted services.	5,495,387	-	5,495,387
19020 - Building, Grounds and Maintenance Provides the funding to operate the District's building, grounds and maintenance departments. Includes supplies, equipment and contracted services.	1,265,401	-	1,265,401
19030 - Environmental Health and Safety/ADA Compliance Provides the funding to operate the District's environmental health and safety department. Includes supplies, equipment and contracted services.	466,802	-	466,802
19040 - Facility Leases Provides the funding for the District's facility leases for BEST, Pates Stadium and the Hamilton Building.	616,707	-	616,707
19050 - Warehouse and Purchasing Provides the funding to operate the school district's warehouse and purchasing departments.	95,423	-	95,423
19060 - Utilities Provides the funding for the District's utilities.	1,843,315	-	1,843,315
20010 - School Resource Officers Provides the primary funding for school police resource officers for the district's secondary schools.	265,200	-	265,200
20030 - Safe Schools Provides the primary funding for additional supervision at Burnsville Senior High and Metcalf Junior High.	235,156	-	235,156
21000 - Miscellaneous State and Local Grants Provides the primary funding for various grants received outside of Federal and Special Education funding.	6,180	-	6,180
Total General Fund Expenditure Budget	\$ 119,013,260	\$ 1,255,395	\$ 120,268,655

FY15 Budget

EXPENDITURES

Projected Expenditures per FY15 FPM **119,013,260**

Recommendations

Strategic Directions	Proposal Reference Letter	Budget Unit	Current FTEs	Proposed FTEs	Change in FTEs	Description	Total
B	A	04010	2	2.2	0.2	Strings	17,000
A,B	B	13030	4	8	4	Social Workers Elem	340,000
A,C	C	15010	0	1	1	Instructional Technology Coordinator	120,000
A,C,D	D	16040	0	1	1	Director of Diversity and Integrated Services	160,000
A	E	13020	2.2	3.2	1	AVID added sections to MJH/ERJH/BHS	85,000
A,B,C	F	13020	6.5	8.5	2	Cultural Liaisons	124,000
A,B,C	H & J	09010	0	3	3	Special Education Leads Sec .5 at each JH+1.0 BHS+Best and stipend at BAHS; 10 Elem sites and 1 ECSE @ stipend of \$2,500 ea	289,395
B,C	I	09010	2	3	1	Special Education convert Coordinator to Supervisor	25,000
A,B	K	11021	na	na	0	Proposed Junior High Athletic 7,8,9 - see support info	95,000

Total Recommended Adjustments **1,255,395**

Total Projected Expenditures FY15 **120,268,655**

REVENUES

Projected Revenues per FY15 FPM **114,703,960**

Recommendations

Proposal Reference Letter	Description	Total
H & J	Additional State aid reimbursement for Special Ed Leads	141,100
I	Less state aid reimbursement for conversion of coordinator to supervisor	(46,920)
I	Additional Federal Sped Revenue	125,000
K	Additional Jr Hi Revenue Anticipated	33,675

Total Projected Revenue Adjustment FY15 **286,530**

Total Projected Revenues FY15 **114,990,490**

Expenditures over Revenue **5,278,165**

General Fund Budget Comparative Summary

	Actual Results 2011-12	Actual Results 2012-13	Revised Budget 2013-14	Projected 2014-15
Total Beginning Fund Balance	\$ 17,541,406	\$ 21,722,281	\$ 23,513,831	\$ 20,642,738
Revenues	110,320,643	112,117,128	112,496,929	114,990,490
Expenditures	106,139,768	110,325,578	115,368,022	120,268,655
Variance (Revenues - Expenditures)	4,180,875	1,791,550	(2,871,093)	(5,278,165)
Total Ending Fund Balance	<u>\$ 21,722,281</u>	<u>\$ 23,513,831</u>	<u>\$ 20,642,738</u>	<u>\$ 15,364,573</u>
Breakdown of Fund Balance Categories				
Nonspendable	\$ 189,006	\$ 270,695	\$ 270,695	\$ 270,695
Restricted	3,562,528	3,867,464	3,181,359	2,011,687
Committed	2,519,534	1,903,201	1,347,328	1,011,075
Unassigned	15,451,213	17,472,471	15,843,356.22	12,071,116
Total Ending Fund Balance	<u>\$ 21,722,281</u>	<u>\$ 23,513,831</u>	<u>\$ 20,642,738</u>	<u>\$ 15,364,573</u>
 Unassigned Fund Balance %	 14.56%	 15.84%	 13.73%	 10.04%



TO: Members, Board of Education
FROM: Joe Gothard, Superintendent
DATE: February 6, 2014
RE: Weather-related School Closings

Agenda III.B
February 6, 2014

Recommendation: that the Board of Education approves the following weather make-up days for all schools.

- Monday, Feb. 17, 2014, (Presidents Day) is currently a professional day that will become a regular school day with students. This is a make-up day for January 23rd.
- Wednesday, March 19, 2014, is currently a professional day and will become a regular school day with students. This is a make-up day for January 27th.

Since the possibility exists of additional inclement weather, we would then use the following date for a make-up day:

- Friday, April 18, 2014, currently a no school day would become a regular school day with students. This make-up day would occur only if there is another weather-related school closing.

Other schedule changes that do not require board approval are the following:

Required Make-up time only at the secondary level: Bus pick up time will be 5 minutes earlier for all of the secondary schools and classes will begin 5 minutes earlier at BAHS and the three junior high schools beginning Feb. 10 until the last day of the school year on June 5. This is make-up time for January 28th. There will be no change to ending times. The elementary schedule will not be impacted for instruction or bus times.

New start times, beginning on Feb. 10, will be:
7:33 a.m. at Burnsville High School (both campuses)
7:35 a.m. at Burnsville Alternative High School
7:37 a.m. at Metcalf Junior High
7:43 a.m. at Nicollet Junior High, and
8:25 a.m. at Eagle Ridge Junior High.

March 19th will become the new end of the third quarter.


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

AGENDA ITEM: III.C

To: Members of the Board of Education
Superintendent Joe Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: February 6, 2014

RE: **PROPOSED REVISIONS IN THE 2013-2015 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 2013-2015 COLLECTIVE BARGAINING AGREEMENT WITH THE
BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL
DISTRICT 191**

Negotiators for the Burnsville Education Association including Chief Negotiator, Mike Huemoeller, Carol Brennan, Gina O'Reilly, Steve Kraft, and John Maronde met with representatives from the District to negotiate a two year agreement. The parties began negotiating in July and reached a tentative agreement on January 15, 2014. Members of the District team included Board Members, Sandy Sweep, Jim Schmid, and Dan Luth, Executive Director of Business Services, Lisa Rider, and Executive Director of Human Resources, Stacey Sovine. BEA members voted on February 3-4, 2014.

Highlights of the Agreement include:

1. Clarifying language on long term subs.
2. More restrictive language on returning to work without a renewed teaching license.
3. Ending practice of defined benefit to a defined contribution for tuition reimbursement for future employees.
4. Modified language on group insurance to reflect current plan.
5. Modified language on wellness incentive to make ACA compliant.
6. Family insurance blended-premiums remain at 80% contribution.
7. TRA contribution increases 1% (7.5%) over two years.
8. 2% across the schedule including longevity for years 1&2.
9. + .25% on the top longevity increment B years 1&2.
10. More restrictive use of personal leave time.
11. Increase to hourly rates beginning July 2014.
12. Increase to 403(b) match over two years.
13. Cost of the package to the district will be \$7.8 million dollars over two years reflecting an MSBA 9.6% increase. The majority of the increase is due to the insurance premium costs for the district's group plan.

Attachments:
Summary of Language Changes

MASTER AGREEMENT

~~2011-2013~~ 2013-2015

**BOARD OF EDUCATION INDEPENDENT
SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

BURNSVILLE EDUCATION ASSOCIATION

**Burnsville Education
Association**

TABLE OF
CONTENTS

2011-2013 2013-2015

Adult Basic Education/ECFE - Appendix A	35-37
Bereavement Absence	19
Career Teacher Compensation	11
Civic Duty Leave	20
Co-Curricular Stipend Schedule - Appendix C-3	42-44
Docking	14
Extra Compensation - Appendix C-4	45
Fair Share	5
Family Illness Absence	19
Flexible Benefit Plan	13
General Absence	21
General Leave of Absence	21
Grievance Procedure	32-33
Hours of Service	26-27
Income Protection	15
Insurance	14-17
Involuntary/Voluntary Transfer	31
Just Cause Obligations and Professional Conduct	7
Lane Changes	10
Length of School year	27
Life Insurance	15
Matching Contribution Eligibility	30
Maternity Absence	23
Meet and Confer	5
Mileage	14
Minor Administrative Assignments	14
Occupational Therapist - Appendix B	37
Occupational Therapist Contract Form - Appendix D-2	47
Parental Leave	24
Part Day Licensed Employees Compensation	12
Pay Dates and Deductions	12
Personal Absence	18
Personal Illness Absence	17
Personnel Files	28
Placement on Salary Schedule	9
Professional Absence	20
Professional Leave	25
Pro-rated Assignments	14
Religious Absence	26

Retirement	28-30
Retirement Health Insurance	28
Sabbatical Leave	22
Salary Schedule - Appendix C-1, C-2	39-41
School Nurse - Appendix B	37
Seniority	30
Sick and Injured Child Care Leave	19
Site Based Decision Making	8
Step Advancement	10
Tax Sheltered Annuities	13
Teacher Contract Form - Appendix D-1	46
Teacher Organization Absence	6
Teacher Rights	5
Title 1 Appendix B	37
Wellness Incentive	26

**INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE EDUCATION ASSOCIATION
~~2011—2013~~ 2013-2015**

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 meet and confer with the Meet and Confer Committee at the request of the chairperson of the meet and confer committee on reasonable notice.

Section 4. Dues Check Off: 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) of such dues from each regular salary check of the teacher beginning in October and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by May.

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** Whenever a substitute teacher **to** works 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.** ~~with~~ 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. **No other benefits shall accrue.**

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, agendas and minutes of all Board meetings, census and membership data, names and addresses of all teachers, salaries paid thereto and substantiating data. In addition, the Association president or designee, shall be provided with a Board packet of information as is provided by the District for

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 Association President shall have the option of using Association Leave days in units of one (1) period per day if he/she is a secondary employee and/or in fifty (50) minute blocks of time if he/she is an elementary employee. These days shall be charged to the Association at the rate of 1/8th of total compensation costs for each student day in the school year. The Association President shall notify the Human Resources Office by April 15th of the current school year for subsequent year's use if he/she wishes to utilize organization leave in this manner.

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. oral reprimand
 - b. written reprimand
 - c. suspension without pay
 - d. notice of deficiency
 - e. loss of salary increase for substandard performance
 - f. discharge per M.S. § 122A. 40.

Use of items "a" to "f" above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above may be used.

- 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.

- Subd. 1. School Site Decision Making, as defined by M.S. § 123B. 04 and amended shall be implemented consistent with M.S. § 122A. 15 and M.S. § 122A. 16.
- Subd. 2. School site projects which require variances in the Master Agreement and changes in past practices regarding terms and conditions of employment shall be allowed upon written approval of the School District and the Association.
- Subd. 3. The building principal shall forward requests for variances in the Master Agreement concomitantly to the Association President and to the Executive Director of Human Resources, who shall each return within thirty (30) working days approval or disapproval of the variance.
- Subd. 4. Variances are not precedent setting.

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, ~~2013~~ **2015**. In the event that a new Agreement has not been mutually adopted by July 1, ~~2013~~ **2015**, teachers will be covered under M.S. § 122A. 40 and the salary for ~~2013-2014 2015-2016~~ will be that stipulated on the individual contract for ~~2012-2013 2014-2015~~ until a new Agreement is reached subsequent to July 1, ~~2013~~ **2015**, and the conditions of the new Agreement will determine salaries for ~~2013-2014 2015-2016~~.

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. 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. ~~Continuing contract teachers who do not have a current, valid license on the day students begin the school year, must teach with a licensed substitute teacher until such time they have a current, valid license. Teachers must pay the entire cost of the substitute until such time they have a current, valid license listed as printed on the MDE website.~~
- Subd. 3. **Subd 2.** In the event a teacher does not have a current, valid license by **October 15th** 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 an 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 inservice 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 ~~the~~ 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: One-half (1/2) 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 by the School District subject to the following conditions:~~

- ~~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.~~
- ~~6) The maximum reimbursed rate shall not exceed one-half (1/2) of the annually adjusted Graduate School College of Education tuition of the University of Minnesota.~~

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 on competencies identified on the *Probationary Teacher Evaluation* form (as developed by a joint teacher/District task force). 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. Content Teachers who Travel:

- Subd. 1. Content 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. Teachers who do not have equivalent time will be compensated for the amount that exceeds 8 hours.
- Subd. 2. Traveling teachers who teach first period at an early start school and last period

at a late start school shall receive an additional .1 in compensation for the period of time they work that schedule.

42

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. 1/20 of their annual salary on each of the first twenty (20) pay dates. This option will not be available to teachers effective with the 2010-2011 school year.
 - b. 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.
 - c. 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. The first pay date of each school year shall be the last working day of August provided that there are at least three (3) working days in August. In the event that there are not three (3) working days in August, the first pay date shall be the first Friday in September following three (3) days of service.

Pay Dates for ~~2011-2012~~ 2013-2014

8/30/13	11/27/13	2/28/14	5/30/14
9/13/13	12/13/13	3/14/14	6/13/14
9/30/13	12/30/13	3/31/14	6/30/14
10/15/13	1/15/14	4/15/14	7/15/14
10/31/13	1/31/14	4/30/14	7/31/14
11/15/13	2/14/14	5/15/14	8/15/14

Pay Dates for ~~2012-2013~~ 2014-2015

8/29/14	11/26/14	2/27/15	5/29/15
9/15/14	12/15/14	3/13/15	6/15/15
9/30/14	12/30/14	3/31/15	6/30/15
10/15/14	1/15/15	4/15/15	7/15/15
10/31/14	1/30/15	4/30/15	7/31/15
11/14/14	2/13/15	5/15/15	8/14/15

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: Stipends are negotiated by position as identified in Appendix C-3.

Subd. 1. Vacancies shall be posted in each school building at least ten (10) days prior to filling the vacancy except in emergencies.

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 ~~\$200.00~~ \$1,000 per school year, provided the copy is received by January 31st 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 (1/2) day.

**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 will be governed by the policy in effect. Coverage will be 66 2/3% of the base

pay when coordinated with other sources of income as described in the insurance policy. In the event secondary social security benefits are a factor in coordination, the limit shall be seventy-five percent (75%) of base pay. Coordination with social security benefits, both primary and secondary, shall be based on benefits in effect on the date of disability. Subsequent changes in primary and secondary social security benefits shall not affect the original amount paid by the insurance carrier.

- Subd. 3. After a teacher has been ill for more than thirty (30) consecutive 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. 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 I, 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 purchased by the 48

School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase 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 by an insurance carrier.

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. Effective July 1, 2010, 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. Ten (10) days shall be credited to each teacher at the beginning of each school year or prorated on ten (10) days when employed after the beginning of the school year. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.
- Subd. 2. This subdivision was operative for teachers hired during and prior to the 2009-2010 school year. Effective July 1, 2010, subdivision 1 is operative and subdivision 2 is no longer operative. Teachers new to the School District shall have the first three (3) years of personal illness absence, thirty (30) days credited upon the beginning of employment. Additional personal illness absence shall not be credited until the first day of the fourth year of service.
- Subd. 3. Unused personal illness absence days may accumulate to one hundred eighty (180) days.
- Subd. 4. 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. 5. 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. 6. 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. 7. In the event a teacher is absent because of illness or injury for more than thirty

(30) consecutive working days, and does not have thirty (30) personal illness absence days, the Board shall grant the number of days needed to reach the thirty (30) day requirement and receive LTD benefits. Requests to borrow sick days must be submitted in writing prior to the 30th day of absence. 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.

- Subd. 8. If a teacher uses more days than earned to reach long-term disability (see Subd. 7), the District shall recover the cost of such loss prorated to the salary at the time of use. Upon returning to work, each employee shall pay back days at the rate of 10 days per year via payroll deduction. An employee who borrows days after 10-1-95 and prior to 6-10-2000, will commence paying back the borrowed days on the first paycheck of the 2000-2001 school year. Teachers with days borrowed prior to 10/1/95 shall pay back days under terms established when their days were borrowed.
- Subd. 9. 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.

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.
- e. **Reasons may be requested by the Executive Director of Human Resources when a personal absence falls sequentially with a general absence or during the first and last week of the teachers' work year.**

- 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. **Sick and Injured Child Care Leave:**—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.
- Subd. 4. Adoption:
- a. If an adoption agency requires the adoptive parents to be present prior to placement of the child in order to complete the adoption process, a teacher may use up to (7) accumulated family illness days to provide income protection during this period of time.
 - b. When a medical doctor advises in writing that an adult's presence is necessary to prevent physical or emotional disorders for a newly adopted child, the employee may use sick and injured child care leave as per subdivision three above.

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. 52
- 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 pro-rata 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:

53

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. A maximum of five (5) days of general absence without pay shall be allowed 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. 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 March 1, of plans to return or not to return the coming school year. Failure to do so will result in denial of the right to return for one year. If a teacher has exhausted their general leave, the teacher must return to work, apply for an extended leave of absence by March 1 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 125.60. 55

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 February 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)

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. Maternity Absence:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the teacher's physician. The end of a physical disability absence for childbirth shall be determined by the teacher's physician at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the 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.

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 15th 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 2011-2012 contract year shall cease no later than the first day of the 2013-2014 school year. A parental leave that commences during the second semester of the 2011-2012 school year shall cease no later than the first day of the second semester of the 2013-2014 school year. A parental leave that commences during the first semester of the 2012-2013 contract year shall cease no later than the first day of the 2014-2015 school year. A parental leave that commences during the second semester of the 2012-2013 school year shall cease no later than the first day of the second semester of the 2014-2015 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.

59

- Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position if available. If that position is not available, 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: Wellness Incentive: Any full time Teacher with a minimum of fifty (50) days in their leave bank are eligible to participate in the incentive of selling back leave days at \$110 per day contributed to the employee's 105 account. Leave days include all absences except Bereavement and District Professional leave days.

The eligibility for conversion will be based on the following schedule.

Leave Days Used In Previous Year	Number of days Allowed to Sell
1 or less days	5 leave days at \$110 per day
Greater than 1 day, up to 3 days	3 leave days at \$110 per day

An employee who as of July 1,

- (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,
- (b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and
- (c) has taken one (1) or less leave days in the 365 day measurement period immediately preceding that April 15,

shall have sufficient leave days converted at the rate in effect on that April 15 to equal five hundred and fifty dollars (\$550) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employee who as of July 1,

- (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan,
- (b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and
- (c) has taken more than 1 leave day up to three (3) leave days in the last 365 day measurement period immediately preceding that April 15,

shall have sufficient leave days converted at the rate of pay in effect on that April 15 to equal three hundred and thirty dollars (\$330) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employees that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to an HRA contribution.

"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.

Effective July 1, 2012 the conversion rate for leave days shall be one hundred and ten dollars (\$110) per day.

62

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. All elementary teachers shall receive fifty (50) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten grades one (1) through grade six (6) shall be consecutive. The conference and preparation time for teachers in kindergarten shall be twenty five (25) minutes, consecutive for each section of kindergarten taught. In the event that the School Board exercises its right to extend the school day, additional preparation time will be provided in the ratio of eight (8) to one (1) (student instructional day to preparation time.)

Section 4. Effective July 1, 2010 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 the negotiated hourly instructional rate specified in Appendix C-4 in the contract 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 by the School District based on the advice of the District Calendar Committee in the following manner:

Subd. 1

- a. DAY 1 of conference week shall be a 12-hour day. It will include 8 hours of work, inclusive of a 30-minute 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. DAY 2 of the conference week 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. DAY 3 of the conference week 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 Day 3 is a non-work day.

- Subd. 2 The above schedule shall apply to all members of the unit unless a majority of teachers at a site and the site council have approved an alternative schedule for parent conferences. It is highly recommended that alternative schedules be considered prior to the end of the preceding school year to allow for inclusion in the printed District calendar to parents. Sites are asked to copy both the Association president and the Executive Director for Human Resources, prior to publicizing an alternative schedule to parents.
- Subd. 3 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.

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 the full single premium HMO health insurance 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 premium for the lowest-cost single HMO/PPO shall be capped at its cost at the time of retirement for those retiring at the end of the 2011-2012 and 2012-2013 years. For teachers retiring from a leave of absence, the full amount of the premium for the lowest cost, single HMO/PPO 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 HMO/PPO health insurance

carrier.

65

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 15th 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, Subd. 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 1st 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 quarterly 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:

66

- Subd. 1. Commencing with the ~~2009-2010~~ ~~2013-2014~~ school year, the District will match up to ~~\$812.50~~ ~~1,000~~ to an approved 403(b) plan. 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 ~~2009-2010~~ ~~2013-2014~~ school year, the District will match up to ~~\$962.50~~ ~~\$1,250~~ 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 11th year of employment in the District. Commencing with the ~~2014-2015~~ school year, the District will match up to ~~\$1750~~ 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 11th year of employment in the District.
- Subd. 3. Commencing with the ~~2009-2010~~ ~~2013-2014~~ school year, the District will match up to ~~\$2,000~~ per year to an approved 403(b) plan when the teacher has completed 14 years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District. Commencing with the ~~2010-2011~~ ~~2014-2015~~ school year, the district will match up to ~~\$1,500~~ ~~\$2,250~~ to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.

ARTICLE XIII SENIORITY AGREEMENT

Section 1. Procedure: M.S. § 122A.40, Subd 11 shall govern unrequested leaves of absences.

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:

- 1. A teacher may earn only one (1) year of seniority for all professional leaves of absences granted.
- 2. A teacher may earn only one (1) year of seniority for all general leaves of absences granted.

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 shall be drawn up by the Human Resources Office by December 15th of each calendar year. The seniority 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/VOLUNTARY TRANSFERS

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 an involuntary classroom teacher, counselor or librarian 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 K-3 or 4-6 elementary level or secondary 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
- 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 an involuntary classroom teacher, counselor or librarian-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 K-3 or 4-6 elementary level or secondary 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

- 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. Voluntary Transfers:

- Subd. 1. Upon application to the District, all applicants will be considered for vacancies. Final right of selection shall be reserved by the District.
- Subd. 2. A teacher who voluntarily transfers to teach in a different building or department may return to the previous teaching assignment if available after one or two years. The request to return must be submitted by February 1. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred. This article works in coordination with Section I.

Involuntary Transfers: Definition: For purposes of this article there are two elementary departments; primary (K-3) and intermediate (4-6). Secondary departments are as delineated in Subd. 1a.

Section 4. 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.

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.

69

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 (1/2) by the District and one-half (1/2) 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, ~~2011~~ 2013, and shall continue in effect until June 30, ~~2013~~ 2015. 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, ~~2013~~ 2015, may commence when the parties mutually agree, but in no event later than May 1, ~~2014~~ 2016.

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

71

Date

Chief Negotiator/191

APPENDIX A

72

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. ~~Effective July 1, 2010, one-half (1/2) of tuition costs for preapproved coursework appropriate to the area of the teacher's assigned responsibilities and licensure taken beyond the M.A. + 60/Specialist lane will be paid by the School District subject to the following conditions:~~

- ~~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.~~
- ~~6. The maximum reimbursed rate shall not exceed one-half (1/2) of the annually adjusted Graduate School College of Education tuition of the University of Minnesota.~~

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. The ABE calendar shall consist of 44 weeks. The ECFE calendar shall consist of 36 weeks.

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. 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. 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. ABE and ECFE teachers who are employed 736 hours or more during a school year shall be eligible for the lowest cost single HMO/PPO (with co-pay) group

insurance. Effective July 1, 2008, the District will contribute 85% of the premium per month toward dependent 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.

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)

**ABE/ECFE Wage Schedule Changes
COMPENSATION**

2011-2012 2013-2014

	BA	BA + 20	BA + 40	BA + 60	MA + 20	MA + 40	MA + 60
1	\$ 24.39	\$ 25.12	\$ 25.85	\$ 26.59	\$ 27.13	\$ 27.67	\$ 28.22
2	\$ 25.12	\$ 25.85	\$ 26.59	\$ 27.32	\$ 27.87	\$ 28.43	\$ 28.99
3	\$ 25.85	\$ 26.59	\$ 27.32	\$ 28.05	\$ 28.61	\$ 29.18	\$ 29.77
4	\$ 26.59	\$ 27.32	\$ 28.05	\$ 28.78	\$ 29.36	\$ 29.95	\$ 30.55
5 - 9	\$ 27.32	\$ 28.05	\$ 28.78	\$ 29.53	\$ 30.11	\$ 30.71	\$ 31.32
*10	\$ 29.08	\$ 29.83	\$ 30.58	\$ 31.34	\$ 31.96	\$ 32.60	\$ 33.25

- 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
2012-2013 2014-2015

	BA	BA + 20	BA + 40	BA + 60	MA + 20	MA + 40	MA + 60
1	\$ 24.88	\$ 25.63	\$ 26.36	\$ 27.12	\$ 27.67	\$ 28.23	\$ 28.79
2	\$ 25.63	\$ 26.36	\$ 27.12	\$ 27.86	\$ 28.42	\$ 29.00	\$ 29.57
3	\$ 26.36	\$ 27.12	\$ 27.86	\$ 28.61	\$ 29.18	\$ 29.77	\$ 30.37
4	\$ 27.12	\$ 27.86	\$ 28.61	\$ 29.36	\$ 29.94	\$ 30.55	\$ 31.16
5 - 9	\$ 27.86	\$ 28.61	\$ 29.36	\$ 30.12	\$ 30.71	\$ 31.33	\$ 31.95
*10	\$ 29.73	\$ 30.50	\$ 31.27	\$ 32.04	\$ 32.68	\$ 33.33	\$ 34.00

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 E.
- 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 1/2 of the annual salary based on Lane I, 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**

2011—2012 2013-2014

STEP	BA	BA20	BA40	BA60 / MA	MA20	MA40	MA60 / PHD
1	\$ 35,790	\$ 37,280	\$ 38,580	\$ 40,450	\$ 42,310	\$ 44,060	\$ 46,240
2	\$ 35,810	\$ 37,310	\$ 38,610	\$ 40,480	\$ 42,350	\$ 44,090	\$ 46,270
3	\$ 35,850	\$ 37,340	\$ 38,640	\$ 40,510	\$ 42,380	\$ 44,120	\$ 46,300
4	\$ 36,530	\$ 37,810	\$ 39,490	\$ 42,600	\$ 45,900	\$ 46,650	\$ 48,950
5	\$ 37,440	\$ 39,040	\$ 40,880	\$ 44,180	\$ 48,020	\$ 48,930	\$ 51,040
6	\$ 39,670	\$ 41,310	\$ 43,320	\$ 46,710	\$ 48,980	\$ 51,270	\$ 53,980
7	\$ 43,030	\$ 43,160	\$ 44,970	\$ 48,610	\$ 50,900	\$ 52,980	\$ 56,090
8		\$ 46,590	\$ 47,040	\$ 50,750	\$ 52,820	\$ 55,510	\$ 58,240
9			\$ 51,260	\$ 53,240	\$ 55,930	\$ 58,840	\$ 61,760
10				\$ 56,320	\$ 59,020	\$ 61,930	\$ 65,040
11				\$ 60,270	\$ 63,300	\$ 66,360	\$ 69,780
12				\$ 65,480	\$ 68,610	\$ 71,910	\$ 75,400
*A	\$ 45,420	\$ 49,810	\$ 54,970	\$ 69,110	\$ 72,700	\$ 76,470	\$ 80,960
*B	\$ 48,720	\$ 52,550	\$ 58,310	\$ 71,890	\$ 75,910	\$ 80,150	\$ 85,950

* 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
2012-2013 2014-2015**

STEP	BA	BA20	BA40	BA60 / MA	MA20	MA40	MA60 / PHD
1	\$ 36,510	\$ 38,030	\$ 39,360	\$ 41,260	\$ 43,160	\$ 44,950	\$ 47,170
2	\$ 36,530	\$ 38,060	\$ 39,390	\$ 41,290	\$ 43,200	\$ 44,980	\$ 47,200
3	\$ 36,570	\$ 38,090	\$ 39,420	\$ 41,330	\$ 43,230	\$ 45,010	\$ 47,230
4	\$ 37,270	\$ 38,570	\$ 40,280	\$ 43,460	\$ 46,820	\$ 47,590	\$ 49,930
5	\$ 38,190	\$ 39,830	\$ 41,700	\$ 45,070	\$ 48,990	\$ 49,910	\$ 52,070
6	\$ 40,470	\$ 42,140	\$ 44,190	\$ 47,650	\$ 49,960	\$ 52,300	\$ 55,060
7	\$ 43,900	\$ 44,030	\$ 45,870	\$ 49,590	\$ 51,920	\$ 54,040	\$ 57,220
8		\$ 47,530	\$ 47,990	\$ 51,770	\$ 53,880	\$ 56,630	\$ 59,410
9			\$ 52,290	\$ 54,310	\$ 57,050	\$ 60,020	\$ 63,000
10				\$ 57,450	\$ 60,210	\$ 63,170	\$ 66,350
11				\$ 61,480	\$ 64,570	\$ 67,690	\$ 71,180
12				\$ 66,790	\$ 69,990	\$ 73,350	\$ 76,910
*A	\$ 46,330	\$ 50,810	\$ 56,070	\$ 70,500	\$ 74,160	\$ 78,000	\$ 82,580
*B	\$ 49,820	\$ 53,740	\$ 59,630	\$ 73,510	\$ 77,620	\$ 81,960	\$ 87,890

*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	EXTRA COMPENSATION				
0% increase in 2013-2015	Co-Curricular Stipend Schedule				
	High School		Junior High		
Activity	2013-2014	2014-2015	2013-2014	2014-2015	
BHS Marching Band Visual Drill Choreographer (fall)	896	896			
BHS Drum Line Drill Composer (fall)	896	896			
BHS Drum Line Competition Drill Choreographer/Composer (winter)	896	896			
BHS Step Team (winter)	756	756			
NJH Breakfast Club			2623		2623
NJH Breakfast Club Assistant			1430		1430
Badminton	3575	3575			
Badminton Asst.	3177	3177			
Band, Cocurricular (annual)			2170		2170
Band, Cocurricular competitive (annual by instructional period)	1206	1206			
Band, Drum Line (fall)	3816	3816			
Band, Drum Line (winter)	2623	2623			
Band, Marching (fall)	3816	3816			
Band, Marching Asst. (fall)	3053	3053			
Band, Pep (season)	2852	2852			
Baseball/Softball	5858	5858	3402		3402
Baseball/Softball Asst	4498	4498	1956		1956
Basketball	6557	6557	3827		3827
Basketball Asst.	5059	5059	2911		2911
Cheerleaders (annual)	6214	6214	2623		2623
Cheerleaders, Competition	3816	3816			
Cheerleaders, JV (annual)	2796	2796			
Chess (annual)	2623	2623	2623		2623
Class Advisor, Junior (annual)	1543	1543			
Class Advisor, Senior (annual)	1630	1630			
Computer Club (annual)	1153	1153	1153		1153
Cross Country Running	3912	3912	2563		2563
Cross Country Running (asst.) fall	2934	2934			
Cross Country Skiing	4975	4975	1939		1939
Danceline (annual)			2623		2623
Danceline Asst. (annual)			2319		2319
Danceline Performance (fall)	3816	3816			
Danceline Performance Asst.	2623	2623			
Danceline Competition Winter	6054	6054			
Danceline Competition Asst.	4708	4708			
Debate (annual)	3704	3704			

Diversity Coordinator (Student) BSHS	1567	1567		
Activity	2013-2014	2014-2015	2013-2014	2014-2015
Diversity Coordinator Asst. (Student) BSHS	1076	1076		
Flag Line (Fall)	1791	1791		
Football	6569	6569	3818	3818
Football Asst.	4930	4930	2911	2911
Future Educators of America Advisor	1567	1567		
Golf	4248	4248		
Golf Asst	3305	3305		
Hockey	6793	6793		
Hockey Asst	5202	5202		
Improv annual	1430	1430		
LaCrosse	3977	3977		
LaCrosse Assistant	3046	3046		
Literary Magazine	580	580		
Math League (annual)	2543	2543		
Math League Asst. (annual)	2076	2076		
Mock Trial	1553	1553		
Musical Choreographer	2623	2623		
Musical Director	3816	3816	2623	2623
Musical, Instrumental Music	2623	2623		
Musical Producer	1553	1553		
Musical Set Design	1430	1430		
Musical, Vocal Music	3816	3816		
National Honor Society (annual)	1958	1958		
Physics Club	440	440		
Play 1 Act Director	1430	1430	1430	1430
Play Full-length Director	2623	2623	2623	2623
Paper, Editorial (annual)	3982	3982	1972	1972
Paper, Prod/Ads annual				
Peer Support Coordinator Jr./Sr.			1430	1430
PROUD Advisor	1567	1567		
Quiz Bowl Advisor	1390	1390		
Science Challenge Fair annual	2623	2623	1430	1430
Science Quiz Bowl	1390	1390		
Slalom Skiing	5063	5063		
Soccer	5636	5636	3438	3438
Soccer Asst.	4328	4328		
Speech annual	3704	3704		
Speech Asst.	2593	2593		
Step Team	756	756	539	539
Student Council annual	3780	3780	1891	1891
Studio Producer BSHS	1158	1158		

Studio Production Assistants	580	580		
Swimming	6054	6054		
Swimming Asst.	4708	4708		
Tennis	3977	3977	2821	2821
Activity	2013-2014	2014-2015	2013-2014	2014-2015
Tennis Asst.	3046	3046	2136	2136
Track	5636	5636	3402	3402
Track Asst.	4349	4349	2135	2135
Vocal, Cocurricular annual			2170	2170
Vocal, CoCurricular Competition (annual by instructional period)	1206	1206		
Vocal Free Style annual	2892	2892		
Volleyball	5360	5360	3484	3484
Volleyball Asst.	4036	4036	2613	2613
Weightroom (annual	7618	7618	2623	2623
Wrestling	6054	6054	3816	3816
Wrestling Asst	4708	4708	3282	3282
Yearbook annual	3982	3982	2623	2623
Yearbook Asst annual	3217	3217		
Youth in Government annual	2623	2623	2623	2623
Elementary				
El.Chorus	1430	1430		
E. Computer Club	1153	1153		
E. Peer Helpers	1430	1430		
El. Safety Patrols	2623	2623		
Elementary Science Fair Coordinator	359	359		
El. Student Council	948	948		

*funded by Community Education

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 <u>July 1, 2013 to June 30, 2014</u>	\$27.18
Hourly rate, effective July 1, <u>2014</u>	\$27.18 <u>\$27.50</u>

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

Hourly rate, effective <u>July 1, 2013 to June 30, 2014</u>	\$20.46
Hourly rate, effective July 1, <u>2014</u>	\$20.46 <u>\$21.00</u>

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

Hourly rate, effective <u>July 1, 2013 to June 30, 2014</u>	\$20.46
Hourly rate, effective July 1, <u>2014</u>	\$20.46 <u>\$21.00</u>

Rate D: HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective <u>July 1, 2013 to June 30, 2014</u>	\$24.37
Hourly rate, effective July 1, <u>2014</u>	\$24.37 <u>\$25.00</u>

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 <u>July 1, 2013 to June 30, 2014</u>	\$31.01
Hourly rate, effective July 1, <u>2014</u>	\$31.01 <u>\$31.25</u>

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 2013-2014 (or 2014-2015). 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. §125.12 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 2013-2014 (or 2014-2015) 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

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, 2013 through June 30, 2015.
2. Notwithstanding the collective bargaining agreement Article IV, Section 11, Subd 5, the BEA president shall be released full-time effective July 1, 2013 through June 30, 2016 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.
3. The BEA shall compensate the district 25% of the average salary and benefits of the teacher's unit per year. 75% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2013 - 2015 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.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2016.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2014

Dated: _____ 2014

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, 2013 through June 30, 2015.
2. Notwithstanding the collective bargaining agreement ARTICLE VIII Section 15: Wellness Incentive: An employee who as of July 1, (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b) has accumulated leave time in excess of six hundred (600) hours determined as of April 15th of the same tax year, and (c) has taken one (1) or less leave days in the last 148 day measurement period immediately preceding that April 15 shall have sufficient leave days converted at the rate in effect on that April 15 to equal five hundred and fifty dollars (\$550) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employee who as of July 1 (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b) has accumulated leave time in excess of four hundred (600) hours determined as of April 15th of the same tax year, and (c) has taken more than 1 leave day up to three (3) leave days in the last 148 day measurement period immediately preceding that April 15 shall have sufficient leave days converted at the rate in effect on that April 15 to equal three hundred and thirty dollars (\$330) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2014.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2014

Dated: _____ 2014

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, 2013 through June 30, 2015.
2. The intent of this MOU is to avoid any unforeseeable penalties under the Health Care Reform Act. If faced with a pending fine, the district may improve the health care coverage for one or more individuals within the Union according to paragraph three (3) of this MOU.
3. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through the execution of the 2013-2015 Master Agreement.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2014

Dated: _____ 2014

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, 2014 through June 30, 2015.
2. Notwithstanding the collective bargaining agreement APPENDIX A, Section 6, ABE and ECFE teachers shall have 28 hours for Collaborative Team time during the year.
3. If Pro-Pay for 2014-2015 is not implemented, this MOU will have no force and effect, and the ABE and ECFE teachers will not be required to participate in Collaborative Team time during the year.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through the execution of the 2013-2015 Master Agreement.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2014

Dated: _____ 2014

