

MASTER AGREEMENT

2015-2017

BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT 191

BURNSVILLE, MINNESOTA

and

BURNSVILLE EDUCATION ASSOCIATION

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**INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE EDUCATION ASSOCIATION
2015-2017**

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

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

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

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

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

Section 10. Information: The School District agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certificated personnel, 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 members of the media.

Section 11. Teacher Organization Absence

- Subd. 1. The exclusive representative shall have twenty-five (25) non-cumulative days credited to it at the beginning of each school year. Four (4) non-cumulative additional days shall be granted the exclusive representative for purpose of cooperative lobbying efforts in coordination with the Board of Education and District Administrators.
- Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Executive Director of Human Resources or designate at least three (3) days prior to the absence.
- Subd. 3. Up to five (5) teacher representatives shall be allowed to attend mediation or arbitration sessions, at no loss of pay, when ordered by the Bureau of Mediation Services.
- Subd. 4. Additional days may be purchased by the Association at substitute teacher reimbursement rates.
- Subd. 5. The 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.

**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, 2017. In the event that a new Agreement has not been mutually adopted by July 1, 2017, teachers will be covered under M.S. § 122A. 40 and the salary for 2017-2018 will be that stipulated on the individual contract for 2016-2017 until a new Agreement is reached subsequent to July 1, 2017, and the conditions of the new Agreement will determine salaries for 2017-2018.

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. In the event a teacher does not have a current, valid license by the first day of class of a given year, he or she will not be allowed to teach, will not be paid and will not receive benefits until such time a current, valid license has been printed as documented on the MDE website.

Subd. 3. In the event a teacher does not have a current, valid license by October 15th of a given year, he or she will be terminated immediately.

- Subd 4. A teacher may petition the Executive Director of Human Resources by August 15th if the teacher believes that their license will not be renewed prior to the first day of class. If evidence supports that the Department of Education caused the delay in issuing the license, the Executive Director of Human Resources may waive Subd. 2 and Subd. 3.

Section 3. Credits allowed for lane placement or advancement:

- Subd. 1. a. Degree credits are part of a teaching or administrative degree program; i.e. recognized by an accredited graduate school.
- b. Graduate degrees earned exclusively on-line must be from an accredited graduate school.
- Subd. 2. Program credits are not part of a teaching degree program but reflect intent to improve content knowledge specific to assignment or pedagogical skills.
- Subd. 3. In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved 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 ISD 191.
- b. Experienced teachers new to the Burnsville system shall receive credit for up to five (5) years for past teaching experience in public schools on a year for year basis, and appropriate lane placement. Such experience must have been gained within the last seven (7) years.

- c. Additional experience may be granted upon the discretion of the Executive Director of Human Resources or designate, for past teaching experience in public schools if the experience specifically benefits both parties. Such other types of experience as teaching in non-public schools, teaching in colleges, trade and industry activities, specialized work requiring technical skills and training, etc., may be counted. Such experience if allowed, must have been within the immediately preceding years.
- d. Outside experience will be counted for full academic years only of actual teaching or related services.

Section 6. Lane Changes:

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

Section 7. Reimbursable Credits:

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

Section 8. Professional Growth/Step Advances:

- Subd. 1. Step advancement is granted at the beginning of the academic year, provided each teacher has completed a year of satisfactory service.
 - a. Teachers, K-12, who work 1104 hours (three-fourths full time) or more of satisfactory service shall advance each year.
 - b. Teachers, K-12, who work fewer than 1104 hours shall advance when experience earned equals three-fourths (3/4) year or more and is in consecutive years unless separated by an approved leave. All fractions over three-fourths (3/4) are dropped in calculating cumulative experience.

- Subd. 2. Probationary teachers shall be evaluated according to statute using the District's Teacher Development and Evaluation instrument. Notification that a probationary employee's contract will not be renewed shall be given according to statutory timelines.
- Subd. 3. Consistent with M.S. 122A.40 Peer Review, continuing contract (tenured) teachers shall be reviewed by their peers consistent with the Performance Appraisal System adopted by the Board of Education. A continuing contract teacher shall be deemed to have had a year of satisfactory performance unless that employee has been given notification, in writing, of substandard performance by January 1 and prior to March 1 of that year, the employee has had the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance.
- Subd. 4. After the procedures set forth in Subd. 2 above have been followed and assuming dismissal proceedings have not been instituted, a licensed employee who has had a year of unsatisfactory performance will not be granted a salary increase.

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

Section 10. Career Teacher Compensation

- Subd. 1. In the fifteenth year of service to the School District 191, a teacher shall receive the first career step. In the twentieth year of service to the School District 191, a teacher shall receive the second career step. (See Appendix C)
- Subd. 2. See Article V, Section 9 for teachers on same step for successive years.
- Subd. 3. A year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. (Effective 1987)
- Subd. 4. A year of experience within the School District is one in which a teacher has worked in a position covered by this collective bargaining agreement at least 1104 contracted hours.
- Subd. 5. A teacher who works at least 1104 contracted hours in consecutive years also gains a year of experience. Part years separated by an approved leave shall accumulate toward a year of experience credit.
- Subd. 6. To be eligible for career teacher compensation steps, the service must have been rendered in District 191 and service outside District 191 before or after employment in District 191 shall not be counted for such placement.
- Subd. 7. Exceptions to Subd 6. are sabbatical leaves, exchange teaching and teaching while on professional leave. Subdivisions 3, 4 and 5 remain applicable.

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

SECTION 12. 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.

- Subd. 2. Traveling teachers who teach first period at an early start school and last period at a late start school or teachers who do not have equivalent time will be compensated an additional .2 annual fte in compensation for the period of time they work that schedule.
- Subd. 3. Teachers who travel and receive additional annual fte will not be assigned before school or after school supervision duties but may still be required to attend meetings.

Section 13. Pay Dates and Deductions:

- Subd. 1. The final payroll check may be withheld by the School District until all required reports are submitted.
- Subd. 2. Teachers under continuing contract shall receive their salary payments via direct deposit within the following options:
- a. 1/24 of their annual salary on each of the first nineteen (19) pay dates and 5/24 of their annual salary on the 20th pay date.
 - b. 1/24 of their annual salary on each of the twenty-four (24) pay dates.
- Subd. 3. Options once made are final for the entire school year. Returning teachers shall retain the same option for each year as they selected in the preceding year unless Accounting is notified in writing to the contrary by August 15 of each year of the contract, in individual cases.
- Subd. 4. Teachers new to the District and beginning on the first working contract day will have their first pay date on September 15 or on the Friday preceding September 15 if it should fall on a week-end. Teachers new to the District will receive 1/23 of their annual salary on each of the 23 pay dates.
- Subd. 5. Teachers hired prior to April 1 will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid August. Teachers employed on or after April 1, will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-June each year.
- Subd. 6. For returning teachers, the first pay date of each school year shall be the last working day of August. Pay dates shall be the 15th and last day of each month. If the date falls on a weekend or holiday, the pay date shall be on the first banking date prior to the weekend or holiday.
- Subd. 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

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

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

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

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

ARTICLE VI EXTRA COMPENSATION

Section 1. Co-Curricular Assignments: Stipends are negotiated by position as identified in Appendix C-3.

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

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

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

Section 3. Speech Pathologists: Speech Pathologists who provide the District with a copy of their Certificate of Clinical Competence issued by the American Speech and Hearing Association will be reimbursed \$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 (½) 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 1, while the teacher is on medical leave. If a teacher has met the years of service requirement described in Article XII, Section 2, the teacher will receive severance at the time of resignation. In the event a teacher is so physically or mentally incapacitated that they are unable to make a decision, the district will work with the power of attorney and/or next of kin to address employment decisions. Teachers who resign following a year's leave of absence due to disability, will receive a \$500 contribution to their account with the Post Retirement Healthcare Savings Plan administered by the Minnesota State Retirement System. Terminated teachers will not be eligible for severance. Teachers can continue to participate in health insurance at their expense. For retirement option, see Article XII.

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

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

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

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

Subd. 1. Procedure:

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

Subd. 2. Limitations:

- a. Personal absence days may not be used to earn income from another employer.
- b. No more than (2) licensed staff or five percent of the staff, whichever is greater, at any site may use personal absences on a particular day. Personal days will be granted based on the order requested at the site.

- c. Personal absence shall not be granted for appearing before governmental bodies in which the petitioner for personal absence is a participant to any degree, including membership in an organization, in any action brought against the Board of Education of District 191.
- d. In addition to b and c above, personal absence is not to be used for vacation, recreation or leisure-time activities when taken sequentially with a general absence, the day prior to and the day following winter and spring breaks or during the first and last week of the teachers/work year. Reasons must be given when a personal absence falls sequentially with a general absence or during the first and last week of the teachers' work year. On the days specified, personal absence is for personal affairs, the time and occurrence of which are not within the teacher's control but the nature of which requires the teacher's presence.

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

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

Section 3. Family Illness - Absence:

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

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

Subd. 3. Teachers who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

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.

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:

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

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

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

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

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

Section 8. General Absence:

- Subd. 1. Effective July 1, 2016 A maximum of five (5) days of general absence without pay may be requested by each teacher.
- Subd. 2. No more than 2% of staff shall be granted such absence at any one time. Absence shall be granted in the order of application.
- Subd. 3. General absence exceeding five (5) days or 2% of staff shall be granted only at the discretion of the Executive Director of Human Resources.
- Subd. 4. A minimum of five (5) days notification shall be given by the teacher to the Human Resources Office to be eligible for such leave.
- Subd. 5. Such absence will not be granted during the first two (2) weeks of school or the last week of school. Exceptions for emergencies may be approved at the discretion of the Executive Director of Human Resources.

Section 9. General Leave of Absence:

- Subd. 1. Teachers may apply for a general leave without pay or fringe benefits. 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 122A.46.

Section 10. Sabbatical Leave:

- Subd. 1. One (1) year or part of a year will be available and may be granted to members of the certificated staff who have demonstrated by performance that a sabbatical leave experience would enable them to make a contribution to the improvement of the instructional program of District 191.
- Subd. 2. To be eligible for a sabbatical leave, an individual must have taught for seven (7) years in the District. Sabbatical leave shall be for the following reasons: Accredited advanced study, Research, or Related professional activity
- Subd. 3. Staff members must make application to the Executive Director of Human Resources after December 15, and before 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) year, allowance shall be prorated. Teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships, or other stipends. Teachers may also augment their sabbatical leave salary by accepting part-time employment, but in no case shall a commitment to part-time employment exceed half-time.
- Subd. 7. A teacher who is granted a sabbatical leave must pledge to teach in School District 191 for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the one (1) year, the teacher shall pay back to the Board a pro-rata of the sabbatical allowance.
- Subd. 8. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to an equivalent contractual position occupied prior to the leave, plus credit for one (1) year's teaching or professional experience for the year spent on sabbatical leave. All fringe benefits will remain in force as long as they do not conflict with Minnesota State law or Board policy. Fringe benefits for purposes of this Section mean: insurance coverage will be the same as active teachers, sick absence shall not accumulate, and other absences are not applicable.
- Subd. 9. Sabbatical leaves that are approved but extend beyond the contract expiration date will be subject to the provisions of the subsequent contract.

Section 11. 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 or certified health care professional. The end of a physical disability absence for childbirth shall be determined by the teacher's physician or certified health care professional at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the teacher must provide the estimated start of a physical disability to Human Resources no later

than the start of the certified disability (usually the birth of the child). Estimated start and end times can be modified by the physician.

- Subd. 3. The teacher is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e., enough time to find a long-term substitute, discuss transition, and provide communication to parents.
- Subd. 4. A teacher who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery shall continue to receive all benefits during the period of illness/disability in accordance with Article VII, Section 3 Long-term disability.
- Subd. 5. A teacher's maternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of disability, do not in and of themselves cause the period of disability to be extended.

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 2015-2016 contract year shall cease no later than the first day of the 2017-2018 school year. A parental leave that commences during the second semester of the 2015-2016 school year shall cease no later than the first day of the second semester of the 2017-2018 school year. A parental leave that commences during the first semester of the 2016-2017 contract year shall cease no later than the first day of the 2018-2019 school year. A parental leave that commences during the second semester of the 2016-2017 school year shall cease no later than the first day of the second semester of the 2018-2019 school year.

- Subd. 6. The actual commencement date of parental leave shall be the return date from maternity absence, or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent.
- Subd. 7. If a teacher complies with all the provisions of this Section, a parental leave shall be granted by the employer. The employer shall notify the teacher in writing of its action.
- Subd. 8. By mutual agreement, the length of the parental leave may be altered.
- Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position. If that position is not active, then to a position for which the teacher is qualified.
- Subd. 10. The teacher must return on the return date stated in Subd. 3 unless the teacher requests another return date within ninety (90) days of the expiration of the parental leave.
- Subd. 11. A teacher returning from parental leave will be placed on the next higher step on the salary schedule than when parental leave commenced provided the teacher has served three-fourths (3/4) of the agreed upon days in that school year. A teacher serving fewer than three-fourths (3/4) of the agreed upon days will return at the same step that the teacher was on when the leave commenced.
- Subd. 12. A teacher returning to employment after parental leave will be credited with the amount of sick absence days accumulated at the commencement of the leave. If the first day of return is the first duty date of a school year, the teacher will also be credited with sick absence days normally earned under Article VIII, Section 1.
- Subd. 13. A teacher on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section, except as provided by law.
- Subd. 14. A parental leave of absence granted under this Section shall be a leave without pay.
- Subd. 15. At the teacher's request, a parental leave may commence at a date preceding childbirth. In such cases, teachers shall not be eligible for sick absence benefits as established in Section 14, Maternity Absence.
- Subd. 16. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

Section 13. Professional Leave:

- Subd. 1. Professional leave is defined as an approved leave, without pay, for the purpose of improving competence.
- Subd. 2. Persons wishing professional leave of absence should make application to the Executive Director of Human Resources three (3) months in advance of the starting date.
- Subd. 3. The Board of Education will consider each application on the basis of the recommendation of the Executive Director of Human Resources and contingent upon ability to secure a replacement for the period of time.
- Subd. 4. Credit will be given for teaching experience while on an approved leave provided that experience fulfills the requirements of the School District policies on outside experience.

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

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

Section 15. Attendance Incentive:

- Subd. 1. An employee who as of July 1,
 - a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
 - b. has taken one (1) or less leave days in current school year, shall have sufficient leave days converted at the rate equal to six hundred and fifty dollars (\$650) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 2. An employee who as of July 1,
 - a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
 - b. has taken more than 1 leave day up to three (3) leave days in the current school year, shall have sufficient leave days converted at the rate of equal to three hundred and ninety dollars (\$390) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 3. An employee that takes more than five (5) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.
- Subd. 4. "Leave days" include all absences except Bereavement, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.
- Subd. 5. Effective July 1, 2015 the conversion rate for leave days shall be one hundred and thirty dollars (\$130) per day.

ARTICLE IX HOURS OF SERVICE

Section 1. A duty day consists of eight (8) consecutive hours including a duty free lunch. Within the eight (8) hour day, the School District shall set time for performance of duties, instructional preparation, and noon supervision and lunch.

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

Section 3. 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 through grade five (5) shall be consecutive. 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, 2014 when a teacher agrees to give up prep time in response to a request by administration to cover a class during his/her prep time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay.

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.

Section 7. Effective July 1, 2016, teachers who work part-time schedules are required to attend all non-student contact days and applicable full day professional development trainings for the entire day. In all other instances where a professional development training or meeting is mandatory, the teacher's building administrator will provide 15 days advanced notice of the requirement to attend. For attendance, the teacher will be paid at their pro-rata rate of pay for a full-day minus their daily assignment amount.

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

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

**ARTICLE X
LENGTH OF THE SCHOOL YEAR**

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

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

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

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

**ARTICLE XI
PERSONNEL FILES**

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

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

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

**ARTICLE XII
RETIREMENT**

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

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

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

Section 3. Retirement Health Insurance: Teachers retiring under the Early Retirement Incentive (above in Section 2 of this Article) shall be eligible for 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 2013-2014 and 2014-2015 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 health insurance plan and network.

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

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

Section 6. The severance of a teacher retiring prior to the last day of the school year shall be 50% of that portion worked in the school year in which he/she is retiring unless the teacher retires at the end of a grading period, and the School Board has accepted the letter of resignation no later than two calendar months prior to the employee's last effective day of employment. (Section 5, will not apply to mid-year retirements.)

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

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

Members of the unit who retire as per ARTICLE XII, Section 1 through Section 4 shall have severance disbursed as follows: 50% of the severance amount for which a retiring teacher is eligible plus the employee's portion of health insurance calculated from the time of retirement to the next July 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 every one year to review performance. The addition or deletion of vendors will be as recommended by the committee and approved by the BEA.
- Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.

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

- Subd. 1. Commencing with the 2013 -2014 school year, the District will match up to 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 2013-2014 school year, the District will match up to \$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 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 2014-2015 school year, the district will match up to \$2,250 to an approved 403(b) plan. The match will begin in the teacher's 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 will continue to accrue seniority during all leaves of absences.

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

Section 5. Posting of Seniority List: A corrected, up-to-date seniority list 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 1.

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.

Section 4. Level III: If the Association is not satisfied with the disposition of the grievance at Level II or if no decision has been made within Level II timelines; the Association and the teacher(s) may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Executive Director of Human Resources within fifteen (15) working days of the Level II decision. The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the BMS Board in accord with its rules shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared by the parties -- one-half (½) by the District and one-half (½) by the Association or the teacher if not represented by the Association.

Section 5. Grievance Mediation: A member of the bargaining unit and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to Step Three of the Grievance Procedure. Time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically

resumed by requesting Step Three within ten (10) days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to the dispute at Level III. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

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

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

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

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

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

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

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

ARTICLE XVI PUBLICATION OF AGREEMENT

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

ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2017. 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, 2017, may commence when the parties mutually agree, but in no event later than May 1, 2018.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the BEA. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

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

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

IN WITNESS WHEREOF, the parties have signed this Agreement:

For Burnsville Education Association

For Independent School District 191

Chief Negotiator/BEA

Chair - School Board/191

BEA President

Clerk – School Board/191

Date

Chief Negotiator/191

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

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

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

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

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

Section 4. Reimbursable Credits.

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

Section 5. Calendar: Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. 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.

- 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
2015-2016

STEP	BA	BA20	BA40	BA60	MA20	MA40	MA60
1	25.43	26.19	26.94	27.72	28.28	28.85	29.42
2	26.19	26.94	27.72	28.47	29.05	29.64	30.22
3	26.94	27.72	28.47	29.24	29.82	30.42	31.04
4	27.72	28.47	29.24	30.01	30.63	31.22	31.85
5-9	28.47	29.24	30.01	30.78	31.39	32.02	32.65
*10	30.38	31.17	31.96	32.74	33.40	34.06	34.75

*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
2016-2017

STEP	BA	BA20	BA40	BA60	MA20	MA40	MA60
1	26.06	26.85	27.61	28.41	28.99	29.57	30.16
2	26.85	27.61	28.41	29.18	29.77	30.38	30.98
3	27.61	28.41	29.18	29.97	30.57	31.19	31.81
4	28.41	29.18	29.97	30.76	31.40	32.00	32.64
5-9	29.18	29.97	30.76	31.55	32.17	32.82	33.47
*10	31.14	31.95	32.76	33.56	34.23	34.91	35.62

APPENDIX B
Title I, School Nurse, Occupational Therapist

Section 1. Title I Teachers:

Subd. 1. Title I teachers will be placed on the salary schedule based on their training and experience.

Subd. 2. All contract benefits shall be applicable to Title I teachers.

Section 2. Licensed School Nurses:

Subd. 1. All licensed school nurses shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed school nurses.

Subd. 2. For the purposes of initial placement on the salary schedules, the following procedure shall govern:

- a. Placement on the appropriate lanes shall be commensurate with each nurse's degree level; i.e., R.N. or B.A in nursing.
- b. Previous public school nursing experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for incoming experience section of this Agreement. Previous nursing experience in District 191 shall be allowed as per Article V, Section 6.

Subd. 3. A separate seniority list shall be compiled for school nurses.

Section 3. Licensed Occupational Therapists:

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

Section 4 Psychologist Interns

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

APPENDIX C-1
BEA Salary Schedule
2015-2016

STEP	BA	BA20	BA40	BA60/MA	MA20	MA40	MA60
1	37,320	38,870	40,230	42,170	44,110	45,940	48,210
2	37,340	38,900	40,260	42,200	44,160	45,970	48,240
3	37,380	38,930	40,290	42,240	44,190	46,010	48,270
4	38,090	39,420	41,170	44,420	47,860	48,640	51,030
5	39,040	40,710	42,620	46,070	50,070	51,010	53,220
6	41,370	43,070	45,170	48,700	51,060	53,460	56,280
7	44,870	45,000	46,880	50,690	53,070	55,230	58,480
8		48,580	49,050	52,910	55,070	57,880	60,720
9			53,450	55,510	58,310	61,350	64,390
10				58,720	61,540	64,560	67,810
11				62,840	66,000	69,180	72,750
12				68,260	71,530	74,970	78,610
*A	47,350	51,930	57,310	72,060	75,800	79,720	84,400
**B	50,920	54,930	60,950	75,130	79,330	83,770	89,830

* 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
2016-2017

STEP	BA	BA20	BA40	BA60/MA	MA20	MA40	MA60
1	38,260	39,850	41,240	43,230	45,220	47,090	49,420
2	38,280	39,880	41,270	43,260	45,270	47,120	49,450
3	38,320	39,910	41,300	43,300	45,300	47,170	49,480
4	39,050	40,410	42,200	45,540	49,050	49,860	52,310
5	40,020	41,730	43,690	47,230	51,330	52,290	54,560
6	42,410	44,150	46,300	49,920	52,340	54,800	57,690
7	46,000	46,130	48,060	51,960	54,400	56,620	59,950
8		49,800	50,280	54,240	56,450	59,330	62,240
9			54,790	56,900	59,770	62,890	66,000
10				60,190	63,080	66,180	69,510
11				64,420	67,650	70,910	74,570
12				69,970	73,320	76,850	80,580
*A	48,540	53,230	58,750	73,870	77,700	81,720	86,510
**B	52,200	56,310	62,480	77,010	81,320	85,870	92,080

*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			
2015-2016	Co-Curricular Stipend Schedule			
	High School		Junior High	
Activity				
<u>BHS Marching Band Visual Drill</u> Choreographer (fall)	896	896		
BHS Drum Line Drill Composer (fall)	896	896		
<u>BHS Drum Line Competition Drill</u> 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 (<u>Student</u>) BSHS	1567	1567		
Diversity Coordinator Asst. (<u>Student</u>) BSHS	1076	1076		

Activity					
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
Tennis Asst.	3046	3046	2136		2136

Activity				
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
<u>Elementary</u>				
Elem Chorus	1430	1430		
Elem Computer Club	1153	1153		
Elem Peer Helpers	1430	1430		
Elem Safety Patrols	2623	2623		
Elem Science Fair Coordinator	359	359		
Elem Student Council	948	948		

*funded by Community Education

Effective July 1, 2016

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Basketball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Weight room	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Athletic Coordinator	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Wrestling	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Football	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Baseball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Softball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Danceline, Comp	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Hockey	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Track	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Soccer	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Volleyball	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Golf	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Adapted Athletic Coordinator	\$ 5,800.00			
Swimming	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Slalom Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
XC Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Tennis	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
DECA	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Lacrosse	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Student Council	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Equipment Manager	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Vocal Freestyle	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Danceline, Perf.	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Quiz Bowl Advisor	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Vocal, Cocurricular Total	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Cocurricular, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Diversity Coordinator	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Cheer, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Drumline (Winter)	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Drum Line Competition				
Drill/Choreographer/Composer	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
XC Run	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Badminton	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Musical Director	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Math League	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Studio Producer	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Chess	\$ 3,800.00	\$ 2,700.00		
Class Advisor	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Band, Marching	\$ 3,800.00	\$ 2,700.00		

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Debate	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Speech	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
FEA	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Cheer, Comp	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
YIG	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Quiz Bowl	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Challenge Fair	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Paper, Editorial	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Band, Pep	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Mock Trial	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Band, Marching	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Marching Band Visual Drill/Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Drum Line Drill Composer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Computer Club	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play One Act Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
PROUD Advisor	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play, Full Length Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Vocal	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical, Instrumental	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Producer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Set Design	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
NHS (Includes Awards Coordination)	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Flag Line	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Yearbook	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Step Team	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Safety Patrols (Elem)	\$ 2,800.00			
Admin Assistant (Elem)	\$ 2,800.00			
Chorus (Elem)	\$ 1,500.00			
Improv	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Student Council (Elem)	\$ 1,500.00			
Literary Magazine	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Science Fair (Elem)	\$ 1,500.00			
Peer Support/ Helpers	\$ 1,500.00			
Physics Club	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Computer Club (Elem)	\$ 1,500.00			

APPENDIX C-4

EXTRA COMPENSATION

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

Hourly rate, effective July 1, 2013 to June 30, 2014	\$27.18
Hourly rate, effective July 1, 2014	\$27.50

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

Hourly rate, effective July 1, 2013 to June 30, 2014	\$20.46
Hourly rate, effective July 1, 2014	\$21.00

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

Hourly rate, effective July 1, 2013 to June 30, 2014	\$20.46
Hourly rate, effective July 1, 2014	\$21.00

Rate D: HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective July 1, 2013 to June 30, 2014	\$24.37
Hourly rate, effective July 1, 2014	\$25.00

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

Hourly rate, effective July 1, 2013 to June 30, 2014	\$31.01
Hourly rate, effective July 1, 2014	\$31.25

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

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

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

1. Basic Services: Said teacher shall faithfully perform the teaching and other professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to teach in the school of said District as assigned in such grades or subjects for which that teacher has the necessary certification.
2. Duration: This contract is subject to the provisions of M.S.§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 201__-201__ school year. In consideration thereof, the School Board agrees to pay said occupational therapist \$_____ (salary schedule step ____ and lane ____) for basic services.

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

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

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS ____ DAY OF _____, 20____.

Occupational Therapist

Chairperson

Clerk

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, 2015 through June 30, 2017.
2. Notwithstanding the collective bargaining agreement Article IV, Section 11, Subd 5, the BEA president shall be released full-time effective July 1, 2015 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. 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 2015 - 2017 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.
3. Notwithstanding the collective bargaining agreement Article IV, Section 11, Subd 5, the BEA president shall be released full-time effective July 1, 2016 through June 30, 2017 without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. 50% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2015 - 2017 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.
4. Effective July 1, 2017, Article IV, Section 11, Subd 5, shall read as: The BEA president shall be released full-time without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. 50% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2017 - 2019 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.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2016

Dated: _____ 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and 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, 2015 through June 30, 2017.
2. In the 2015-2016 school year a design team consisting of the Executive Director of Individualized Student Services, 3 BEA selected teachers, 3 mutually agreed upon teachers, and 4 administrators will meet a minimum of five (5) times to review the current special education delivery model and propose recommendations to the superintendent for the 2016-2017 school year.
3. The recommendations must comply with state and federal requirements, align with the District's Roadmap for the future, and be financially sustainable.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2016

Dated: _____ 2016

MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2015 through June 30, 2017.
2. This MOU applies when school is not in session during the summer months to teachers required to attend workshops and professional development out of state.
3. The District agrees to pay \$150 per diem for full days as identified in **Regulation 412 Expense Reimbursement for Travel**. Partial days will be pro-rated by \$50 segments aligned to meal per diems. For example, if a travel day requires a per diem for lunch and dinner, then the teacher would receive \$100 per diem for salary reimbursement.
4. Required in-state professional development and workshops will be paid according to Appendix C-4 of the 2015-2017 Master Agreement. Additional expenses for mileage will be paid according to policy and IRS regulations.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2015 through June 30, 2017.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____2016

Dated: _____2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and 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, 2015 through June 30, 2017.
2. Notwithstanding ARTICLE VIII Subd 8 of the 2013-2015 contract, prior to July 1, 2015, if a teacher uses more days than earned to reach long-term disability, 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.
3. In the event a teacher resigns prior to February 15, 2016 they will not be required to reimburse the District for the days that were borrowed.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2016

Dated: _____ 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and 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, 2015 through June 30, 2017.
2. Teachers selected to teach courses online will be appropriately licensed in the content area they teach.
3. A teacher who teaches 5 courses shall be considered a 1.0 fte.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2017.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____ 2016

Dated: _____ 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and 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, 2015 through June 30, 2017.
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 2015-2017 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: _____2016

Dated: _____2016

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