

MASTER AGREEMENT

JULY 1, 2019 – JUNE 30, 2021

**Board of Education
Independent School District 191
Burnsville, MN**

And

**Burnsville Association of Educational Assistants
Independent School District 191
Burnsville-Eagan-Savage Public Schools**

2019 -- 2021
TABLE OF CONTENTS
Burnsville Association of Educational Assistants

Association/Employee Rights	2
Negotiations	
Dues/ Fair-share Check-off	
Transaction of Business	
Time Off for Exclusive Representation	
Basic Work Year	11
Shifts & Starting Time	
Extra Hours	
Breaks & Lunch	
Emergency Closing	
Compensation	3-5
Hourly Rates	
Salary Schedules	
Extra Compensation	
Salary Step Increments	
Experience Allowance	
Longevity Pay	
Holiday Pay	
Mileage	
Flexible Benefit Plan	
Tax Sheltered Plans	
Duration	16
Grievance Procedure	15
Group Insurance	5-7
Health & Hospitalization	
Dental	
Duration of Insurance Contribution	
Life	
PERA Life Options	
Income Protection (LTD)	
Coverage Continuation	
Liability Insurance	
Job Posting	12
Leave of Absence	7-11
All Leaves & Absences	
Personal Illness Absence	
Worker's Compensation	
Family Illness Leave	
Sick or Injured Child Care Leave	
Bereavement Absence	
Personal Absence	
Extended Leave of Absence	
Professional Leave	
General Absence without Pay	
Medical Leave	
Lost Time because of Assault	
Longevity Pay	5
Matching 403B Plans	15

Memo of Understanding	18
Mileage	5
Miscellaneous	12
Physical Examinations	
Jury Duty	
Transporting Students	
Performance Review	12
Evaluation/Goal Setting	
Discipline	
Retirement/Severance Plans	15
School District Rights	2
Seniority/Reduction in Staff	13-15
Tax Sheltered Annuity	15
Appendix A Notice of Description of Special Education Settings	20

HR Contact Information

Stacey Sovine - Executive Director of Human Resources

ssovine@isd191.org

Staffing Process

Discipline/Investigations

Conflict Mediation

Negotiations

Contract Interpretation

Calendar Committee

Employee Relations

Performance Evaluation System

Pay Equity

Extra Compensation Management

Tiffany Weiler - Human Resources Coordinator

tweiler@isd191.org

(952) 707-2011

Wellness/Insurance Committee Lead

Lane Change Pre-Approvals

Mandatory Trainings

Recruitment & Job Advertisements

Interview & Hiring Process

Employee Recognition

Posting Process

Job Descriptions

Kelly Services Liaison

Student Teacher Placements & University Relations

Community Relations

New Teacher Orientation

Sub Order Questions

Joy Demuth-HR Labor Relations Manager

jdemuth@isd191.org

(952) 707-2012

MyLeave Questions

New Employee Orientation

Contract Management

Compliance Reporting

Licensure Verification Variances

Seniority Lists

Tenure Tracking

Teacher Evaluation Tracking

Payroll Interface

Paid Time Off (PTO) Lead- Sick, Personal, Vacation, Family

Illness

Salary Questions

Retirement Questions

Time Off Questions

Jessica Olson - **Employment Specialist**

jeolson@isd191.org

(952) 707-2009

Office Management

Personnel File Maintenance & Viewing Appointments

Employment Verification

Calendar Management

Training Facilitator

Negotiations Process Facilitator

Applitrack Software Lead

Name/Address Changes

Hailey Busker - **Benefits Specialist**

hbusker@isd191.org

(952) 707-2014

Workers' Compensation

Medical/Dental Insurance

Life Insurance

Long-term Disability

Leave of Absences

FMLA (Family Medical Leave Act)

ADA (Americans with Disabilities Act)

Tax Sheltered Annuities (403b & 457)

Benefit Training

Retirement Information Sessions

Unemployment

Wellness

Flex Benefits

[Employee Information](#)

**MASTER AGREEMENT
PURPOSE**

The purpose of the Agreement is to encourage and increase orderly, constructive and harmonious relationships between Independent School District 191, hereinafter referred to as the employer, and the Burnsville Association of Educational Assistants, hereinafter referred to as the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of the community to operate their school without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A.

**ARTICLE I
PARTIES**

This Agreement, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereafter referred to as the School Board, and the Burnsville Association of Educational Assistants, hereafter referred to as the Association, pursuant to and in compliance with the Public Labor Relations Act of 1971; to provide the terms and conditions of employment for educational assistants during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. The Board hereby recognizes the Burnsville Association of Educational Assistants as the exclusive representative for all educational assistants employed by Independent School District 191, Burnsville-Eagan-Savage who work more than fourteen (14) hours per week and more than sixty-seven (67) work days per year or thirty-five percent (35%) of the normal work week, excluding supervisory, confidential, and all other employees. The term "Educational Assistant," when used hereafter in this Agreement, shall refer to all classes of educational assistants represented by the Association in the Unit as defined above.

Section 2. Exclusivity: The employer will not during the life of this Agreement meet and negotiate relative to terms and conditions of employment with any employee or groups of employees who are covered by this Agreement except through the exclusive bargaining representatives. No employee covered by this Agreement shall negotiate any terms and conditions of employment except with the School Board's designated negotiator.

**ARTICLE III
SCHOOL BOARD RIGHTS**

Section 1. Management Responsibilities: The Association recognizes the right and obligations of the School Board to efficiently manage and conduct the operation of the School District.

Section 2. It is further understood that the foregoing enumeration of the school responsibilities and obligations is not exclusive and the School Board expressly reserves all its statutory authority not expressly delegated in this Agreement.

**ARTICLE IV
ASSOCIATION/EMPLOYEE RIGHTS**

Section 1. Association Rights:

Subd. 1. Negotiations: The Association may designate up to four (4) members to act as representatives for the purpose of negotiations and shall inform the employer in writing of such choices and changes in positions.

- Subd. 2. Dues Check-off: Any Educational assistant who is a member of the Association shall pay dues, established by the Association. The School District will remit to the Association the amounts of dues taken out for each individual and a list of such names. in a paycheck when requested.
- Subd. 3. Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises provided that this shall not unduly interfere with nor disrupt of the operations of the School. The Association may use the District mail service (not U.S. Mail) and employee mailboxes for communications to employees.
- Subd. 4. Time Off for Exclusive Representation: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations.

Section 2. Employee Rights:

- Subd. 1. Master Agreement: Upon ratification, the BAEA Master Agreement will be posted on the intranet for the benefit of all educational assistants. Each BAEA member will receive a copy and the association shall receive (5) five copies.
- Subd. 2. Probationary Period: The probationary period for new employees shall be sixty-seven (67) working days. During this period of time, the employee may terminate employment. Likewise the employer may terminate the employee without cause. A member of the bargaining unit who is assigned to a different level in the unit will receive a new probationary period of 67 days. If during the probationary period there are performance concerns, the employee will be allowed to return to their previous assignment if there is a vacancy. If there is no vacancy, the employee may be laid off and thus qualify for the preferential hiring list as identified in Article XIII. Any discipline received during this period must be for just cause and can be challenged under the grievance procedure in Article 15.
- Subd. 3. Right to Join: Educational assistants will have the right to join or not to join the Burnsville Association of Educational Assistants.

ARTICLE V
COMPENSATION

Section 1. Hourly rates of pay in effect on June 30, 2021, will remain the same until a new Master Agreement is negotiated. Such subsequent negotiated agreement will determine hourly pay after July 1, 2021.

Section 2. Hourly rates of pay are as follows and will be paid in twenty-four (24) equal installments, the first payment being on September 15th of each year.

2019-2020

Classification	Job Description	Step A	Step 2	Step 3	Step 4	Step 5
Level 2	Level 2 - Support	\$ 13.05	\$ -	\$ 14.45	\$ 15.85	\$ 17.35
Level 3	Level 3 - Support	\$ 14.40	\$ -	\$ 15.85	\$ 17.35	\$ 18.90
Level 4	Level 4 - Health	\$ 15.60	\$ -	\$ 17.15	\$ 18.85	\$ 20.70
	Level 4 - Media	\$ 15.60	\$ -	\$ 17.15	\$ 18.85	\$ 20.70
	Level 4 - Sped	\$ 15.60	\$ -	\$ 17.15	\$ 18.85	\$ 20.70

For 2019-2020 only, employees hired after July 1, 2019 placed on the first step shall be paid according to Step A. Employees hired after July 1, 2019 placed on the second step shall be paid according to Step 3.

2020-2021

Classification	Job Description	Step 1	Step 2	Step 3	Step 4	Step 5
Level 2	Level 2 - Support	\$ -	\$ -	\$ 13.75	\$ 15.85	\$ 17.45
Level 3	Level 3 - Support	\$ -	\$ -	\$ 15.15	\$ 17.35	\$ 19.00
Level 4	Level 4 - Health	\$ -	\$ -	\$ 16.40	\$ 18.85	\$ 20.85
	Level 4 - Media	\$ -	\$ -	\$ 16.40	\$ 18.85	\$ 20.85
	Level 4 - Sped	\$ -	\$ -	\$ 16.40	\$ 18.85	\$ 20.85

Section 3. Extra Compensation.

- Subd. 1. Education Assistants proficient in a second language, American Sign Language, or Braille will earn \$.75 above the stated hourly wage when it is a regular requirement for the position.
- Subd. 2. Health educational assistants who are licensed LPNs will be paid \$.75 per hour above their hourly rate of pay, provided they provide Human Resources with a copy of their current LPN license by August 1st.
- Subd. 3. Summer school educational assistants shall have \$.25 per hour added to the regular rate.
- Subd. 4. Educational Assistants may attend a workshop on a voluntary basis. For training which is required for their assignment, an employee would earn their regular hourly rate.
- Subd. 5. The District will pay the fees associated with taking a single qualifying test for current employees if the test is required for continued employment in the position the first time it is taken. (For example the Parapro Assessment offered by the Educational Testing Service is one way educational assistants can meet the requirement to become qualified).
- Subd. 6. If a licensed staff member who is assigned to supervise an area or student(s) is absent for thirty (30) minutes or more, the educational assistant assigned to the same area shall be paid at one and one-half times their rate of pay for that time.
- Subd. 7. Effective February 1, 2019, if an Education Assistant completes District approved de-escalation training, the employee will receive \$.35 per hour beginning the school year after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Effective February 1, 2019, if an Education Assistant completes District approved PCA training, the employee will receive \$.35 per hour beginning the school year after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Employees will receive notification of upcoming trainings with warning of pending expiration. If certification expires and is not renewed and provided to HR before the new school year begins, the additional hourly rate will end on the final paycheck of the current school year.

Section 4. Salary Step Increments:

- Subd. 1. Educational assistants must be employed prior to January 1 to move to the next step beginning the first pay period for the unit in the following school year.
- Subd. 2. Experience Allowance: Administration may place newly employed but experienced personnel on the step above the starting salary.

- Subd. 3. The Employer shall credit prior experience as an EA in District #191 for purposes of wage step placement.
- Subd. 4. In the event an educational assistant has been incorrectly paid, corrections either to the employee's favor or detriment will be made back to the start of the fiscal year in which the error is discovered and reported to the Executive Director of Human Resources.

Section 5. Longevity Pay: Effective July 1, 2019, The following longevity rates apply: Educational assistants shall receive an additional \$.40 per hour above their base hourly rate of pay after completing 6 years of continuous service in the unit. Educational assistants shall receive an additional \$1.90 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional \$2.15 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional \$2.65 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Effective July 1, 2020, The following longevity rates apply: Educational assistants shall receive an additional \$.50 per hour above their base hourly rate of pay after completing 6 years of continuous service in the unit. Educational assistants shall receive an additional \$2.00 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional \$2.25 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional \$2.75 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Section 6. Holiday pay: After four (4) years of continuous service, employees under this Agreement shall earn their daily rate of pay on the following holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas, New Years Day, and Memorial Day. Eligible employees need to record their holiday hours in the time reporting system.

Section 7. Mileage: Educational assistants who 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 8. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources office. A Board policy and accompanying regulation will be developed and updated annually to comply with IRS Regulations.

Section 9. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

ARTICLE VI GROUP INSURANCE

Section 1. Health and Hospitalization Insurance.

- Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

- Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- Subd 4. Eligibility: An Education Assistant who works twenty (20) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance.

Section 2: Dental Insurance

- Subd. 1. Single coverage: The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 3. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the School District. Insurance contributions will cease when an employee is on an extended leave of absence, professional leave of absence, or a general leave of absence that is due to a medical emergency in the immediate family that is longer than a month. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 4. Life Insurance: Employees who work twenty (20) hours or more hours per week shall be provided life and dismemberment insurance coverage in the amount of \$40,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 5. PERA Option: The PERA group term life insurance program shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office.

Section 6. Income Protection:

- Subd. 1. Long Term Disability: The District will furnish income protection insurance, which takes effect after a qualified absence. 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. 2. Income Protection: An educational assistant may use fractional sick absence, if accumulated, for one third (1/3) or one-fourth (1/4) day subject to Subd 1. above together with the income protection plan to equal full salary for additional forty-five (45) fractional days. A maximum of fifteen (15) full sick days per illness may

be used by the educational assistant in this manner. When sick absence is used to supplement long-term disability, the number of days used (not to exceed 15) shall be counted towards step advancement.

Subd. 3. Leave of Absence: If an educational assistant anticipates an extended absence due to disability, he or she should apply for and will be granted a medical leave of absence. In the event an educational assistant is absent because of illness or injury for more than thirty (30) consecutive working days and does not have thirty (30) personal illness absence days, the Board shall grant the number of days needed (without pay) to reach the qualifying requirement and receive LTD benefits.

Subd. 4. Insurance Contributions: As per Article VI, the district will continue to make contributions to insurance for 12 months from the time an employee begins receiving long-term disability benefits. After 12 months of leave due to long-term disability, contributions to insurance will cease. The employee may continue to participate in insurance at his/her expense.

Section 7. Coverage Continuation:

Subd. 1. Employees with at least ten (10) years experience in the District and who are at least forty-five (45) years of age may continue in the group plan after leaving District employment until age sixty-five (65). The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier. Educational assistants who are participating in insurance under the above conditions as of June 30, 2008 may continue as provided in this subdivision.

Subd. 2. An educational assistant who is eligible to draw a PERA pension may continue in the group plan until age eligibility for Medicare. The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier.

Section 8. Liability Insurance: As per MN Statute 466.07, the District shall defend and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee provided the employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

ARTICLE VII
LEAVES OF ABSENCE

Section 1. All Leaves and Absences:

Subd. 1. It is the responsibility of the administration and members of the Unit to prevent or remedy any abuse of policies on leaves and absences.

Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, questioning, is necessary for the benefit of all concerned. When such action is taken, the Association shall so be informed.

Section 2. Sick Leave:

Subd. 1. All full-time employees shall be credited with twelve (12) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred five (105) days of sick leave per employee.

Subd. 3. Doctor or dental appointment may be considered sick leave absence.

- Subd. 4. Educational Assistants under contract and employed during summer school or extended school year programs, may use one (1) day of sick leave if necessary. Time used will be deducted on an hourly, pro-rata basis.
- Subd. 5. Employees may use sick leave for illness of employee's spouse, children, significant other, siblings, grandparents, step-parents or parents.

Section 3. Maternity Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the educational assistant must provide the estimated start of a physical disability to Human Resources no later than two (2) months prior to the estimated date of delivery. Estimated start and end times can be modified by the physician.
- Subd. 3. An employee 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.

Section 4. Worker's Compensation:

- Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employees regular rate of pay to thirty (30) days. After thirty (30) days, LTD insurance may coordinate.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the pro-rata portions of days of personal illness absence time, which is used to supplement Workers Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act shall receive the workers compensation check and have the same amount withheld from earned District compensation.

Section 5. Bereavement Absence: Bereavement leave shall be pro-rated for Title I educational assistants.

- Subd. 1. Up to five (5) days bereavement absence with pay will be granted upon the death of an employee's:
 - A. Spouse
 - B. Child
 - C. Parent
 - D. In-law of a similar degree of relationship
- Subd. 2. Up to three (3) days bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:

- A. Grandparent
- B. Grandchild
- C. Brother
- D. Sister
- E. Or in-law of similar degree of relationship

Subd. 3. One (1) day bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:

- A. Aunt
- B. Uncle
- C. Niece
- D. Nephew
- E. Or in-law of similar degree of relationship

Subd. 4. If an educational assistant has exhausted all accrued personal days in a given school year, he or she may use (1) personal sick day per year to attend the funeral of a person with whom they have a significant relationship.

Subd. 5. When travel is involved, an additional two (2) days may be granted by administration. (Generally, travel refers to the need for an overnight stay to reach the site of a service.)

Section 6. Personal Absence: Each member of this Unit who works four (4) or more hours per day shall be granted one (1) day of personal absence at the beginning of the fiscal year. If an employee is hired or the assignment changes after the beginning of the fiscal year, the rate shall be prorated. Personal Leave may accrue to a maximum amount of three (3) days. Such absence must be that it requires the personal attention of the employee and scheduling of such is out of control of the employee. The request shall be made at least eighteen (18) hours in advance to the Human Resources office to be approved automatically. In case of emergency, the building principal shall determine whether the day shall be granted or not, retroactively.

Section 7. Extended Leave of Absence.

Subd. 1. Requests for extended leaves of absence for acceptable causes without pay or any supplemental benefits, for a period of up to twelve (12) months, shall be submitted to and subject to recommendation by the Executive Director of Human Resources and Board of Education approval.

Subd. 2. Answers to requests for leave for extended periods will be made, in writing, subject to Board approval at the next regular Board meeting.

Subd. 3. Requests must be submitted in writing and be dated, signed, and shall include reasons for request and approximate duration of the requested leave.

Subd. 4. Answers to written requests for emergency leave shall be given in writing.

Subd. 5. No benefits accrue while on leave.

Subd. 6. An educational assistant who returns from a leave prior to sixty-seven (67) working days will return to the previously held position. An educational assistant who returns from leave after sixty-seven (67) working days shall be assigned to the position occupied by the least senior educational assistants in the individuals subgroup as defined in Article XII, Section 2. Upon return, the educational assistant will be placed on the salary step she/he was on at the time the leave began and all benefits will be reinstated.

Subd. 7. An educational assistant hired to replace an educational assistant on leave shall be on probation for sixty-seven (67) days as defined in Article II, Section 1, of this Agreement. An educational assistant occupying a

position in excess of sixty-seven (67) days shall become a member of the Unit and shall achieve seniority in the group for which the educational assistant is employed as defined in Article XIII, Section 2.

Subd. 8. An educational assistant is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.

Subd. 9. An educational assistant on an extended leave of absence must notify Human Resources of their intent to return by March 1st for the upcoming school year. If an educational assistant fails to notify Human Resources by March 1st of their intent to return, they will be terminated by the Board of Education.

Section 8. Professional Leave: Professional leave is an unpaid leave, which is not limited by Article VII, Section 9. Persons wishing professional leave of absence should make application to the Assistant Superintendent for Human Resources three (3) months in advance of the starting date. The Board of Education will consider each application on the basis of the recommendation of the Assistant Superintendent for Human Resources and contingent upon ability to secure a replacement for the period of time.

Section 9. General Absence Without Pay: Members of this Unit may be permitted to take one (1) absence without pay of no more than (10) consecutive educational assistant work days only once during the school year. Notice of such absence shall be given to the Human Resources Office two (2) weeks ahead of that absence, except in an emergency. Failure to obtain permission to take time off without pay will result in discipline. A second absence without pay, due to emergency circumstances, can be granted at the discretion of the District.

Section 10. Medical Leave of Absence:

Subd. 1. FMLA: Educational Assistants are eligible for FMLA leave only if they satisfy the federal work eligibility requirements. Under federal law employees must have worked 1250 hours the previous school year.

Subd. 2. Unpaid Leave of Absence for the serious illness or injury of an immediate family member: Educational Assistants may request up to a 12 week unpaid, leave of absence in the event of a serious illness or injury in the immediate family. No benefits will accrue during the leave. In order to maintain insurance, employees must pay the full premium during such a leave. For serious personal illness or injury, see Article VI, Section 6, Subd. 3.

Section 11. Lost Time Because of Assault: Reasonable time lost in connection with any incident of attack upon a staff member, not compensable under Worker's Compensation shall not be charged against the staff member's personal illness leave unless he/she is judged guilty by a court of competent jurisdiction.

Section 12. All assaults, blood borne pathogen exposure incidents and any injuries incurred on the job must be reported to the educational assistant's supervisor/principal within 24 hours of the incident. The educational assistant must participate in the completion of "First Report of Injury" form within 24 hours of the incident.

Section 13. Attendance incentive

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to three hundred seventy five dollars (\$375) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th 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 pay equal to two hundred and twenty five dollars (\$225) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

Effective July 1, 2018, additionally an employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken three (3) or less leave days in the current school year will be granted one (1) Emergency Closure Day equivalent to their regularly scheduled hours to use only when an emergency closure has been issued by the Superintendent. Emergency Closure Days can accumulate up to four (4) days and are non-transferrable.

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

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

Effective July 1, 2015 the conversion rate for leave days shall be seventy-five dollars (\$75) per day.

ARTICLE VIII HOURS OF SERVICE

Section 1. Basic Work Year: A basic work year shall consist of student contact days plus two days of preparation. The days of preparation will be scheduled prior to the start of the school year.

Section 2. Extra Hours: Employees required to work more hours or days than anticipated in their annual Master Agreement shall be compensated at their hourly rate. During the course of the school year, any regularly scheduled hours added will be considered contract time. Hours exceeding the number of hours worked on the first workday of the school year will end at the conclusion of the school year. Any hours worked over forty (40) hours per week shall be compensated at one and one-half (1 and 1/2) times their hourly rate. Such compensation shall be authorized in advance by the building principal.

Section 3. Breaks and Lunch: All employees who work at least four (4) hours but less than five (5) hours are entitled to one (1) fifteen-minute break per day. All employees who work at least five (5) hours per day but less than six and a half (6.5) hours are entitled to one (1) twenty-minute break per day. Employees who work six and half (6.5) hours or more hours or more per day are entitled to two (2) fifteen-minute breaks or one (1) thirty-minute break per day. Lunch and breaks are scheduled by the employer. All employees may use their break time for lunch but the break shall not exceed the number of minutes allotted for the employee. Employees, at their discretion, may work one-half hour extra per day for an unpaid lunch break. The portion of lunch that is unpaid is the employee's own time. Employees may leave the building when on unpaid time, provided site sign-out procedures are followed.

Section 4. Emergency Closing:

Subd. 1. If after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, the educational assistant shall be paid for the remainder of the assigned day if that day is not rescheduled as a student contact day.

Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations. When such an announcement is made, employees in the unit are not to report. The first emergency closing day will be forgiven, thereby allowing the total number of duty days to decrease by one day in the school year in which a lost time emergency occurs. If additional closing days occur due to an emergency, which includes inclement weather, employees may use available personal business time to avoid a dock in pay. In the event make up days are required, the educational assistant shall perform duties at their daily rate of pay on the day or days as the School Board or its designated representative shall determine.

ARTICLE IX
JOB POSTING

- Section 1. Job vacancies of three (3) hours or more shall be posted in each building, providing all details of job. This posting will state if this position is replacing an educational assistant on leave.
- Section 2. Any additional hours available in a building must be posted by building principal so that all educational assistants in that building have an opportunity to apply. Hours added after the first work day as described in Article VIII Section 1 of the Agreement shall be subject to withdrawal by the Administration.
- Section 3. Jobs that are so posted will not be filled for at least one (1) week from the date of posting, to allow all interested employees to apply.
- Section 4. Seniority, ability, and job performance will be considered in filling posted positions. The educational assistants recognize that the administration shall make the final decision based on these criteria. A senior applicant, within the District, not granted a position, shall be provided in writing the reasoning behind the administrations rejection of said application within a reasonable period of time, with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting. Administration reserves the right of final decision.

ARTICLE X
MISCELLANEOUS

- Section 1. Pre-employment Physical: An applicant applying for a Level 4, SPED assistant position must successfully complete a pre-employment physical. The physical will be conducted following an offer of employment but prior to the actual start of work. The offer of employment may be withdrawn if the applicant is unable to perform the physical requirements of the position.
- Section 2. Physical Examinations: A physician's statement that the employee is able to perform duties is required of all personnel returning from an extended health leave or from an incident covered by Worker's Compensation.
- Section 3. Jury Duty: Employees shall be paid the difference between their regular daily salary and their jury duty if required to serve on jury duty.
- Section 4. Transporting Students: At no time will any educational assistant transport any student in a private vehicle during normal working hours.

ARTICLE XI
PERFORMANCE REVIEW

- Section 1. Evaluation/Goal Setting: Employees shall conference annually with a supervisor according to District procedures. Performance reviews shall be placed in the employees' personnel files in the Human Resource Office.
- Subd. 1. Contents of personnel files are available to employees during business hours.
- Subd. 2. Employees may attach a signed explanation, rebuttal, or amplification to any materials in the permanent personnel file.
- Subd. 3. Any material in the file may be reproduced at the request of the employee. Cost of reproduction shall be paid by the employee.

ARTICLE XII
DISCIPLINE

- Section 1. An educational assistant shall be deemed to have had a year of satisfactory service unless that educational assistant has been given notification of substandard performance in writing.
- Section 2. An employee shall not be disciplined without just cause.
- Section 3. The District shall draw an educational assistant's attention to misconduct in the following ways:
- a. Written reprimand
 - b. Letter of Deficiency
 - c. Letter of Deficiency and Suspension without pay
 - d. Discharge
- Use of items a. to d. 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.
- Section 4. 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 expectations, including an outline of previous oral or written reprimands; and
 - c. a reference to the grievance process as defined in the Master Agreement.
- Section 5. All instances of disciplinary action shall be documented, shown to the employee for signature and comment.
- Section 6. The District will notify employees that they may, if they desire, have a representative present at any disciplinary conference.
- Section 7. When any material that does not contain the signature or initials of the educational assistant is placed into the personnel file a copy shall be sent to the educational assistant.

ARTICLE XIII
SENIORITY/REDUCTION IN STAFF

- Section 1. Seniority Date:
- Subd 1. Each employee will accumulate seniority from the first date of continuous hire as an educational assistant. In case of identical seniority dates, the lower employee number shall prevail. The Executive Director of Human Resources will provide the Association negotiators with a copy of the seniority list by February 15th of each year for review. The list will include number of hours worked per day and hourly rate of pay. This list will become official on March 15. The seniority list with names, categories, employment date and seniority dates shall be posted online after March 15th.
- Subd 2. In the event of dual assignment, seniority shall be determined on the basis of the assignment in which the employee spends the most time. In the event time is equally split in two levels, seniority will be based upon the assignment the employee selects at the beginning of the assignment placement. For equally split assignments, the employee shall provide written notification of their selection to the Executive Director of Human Resources within thirty (30) days of the placement. In the absence of any notification, seniority will be based upon the highest pay grade of the equally split assignment.
- Subd 3. Employees may apply for positions in other BAEA groups and, if selected, will carry their seniority from their original BAEA group. Employees who leave the bargaining unit for twelve (12) months or less to take

another District position outside BAEA may return to BAEA with no interruption of their seniority. If a classified district employee becomes part of the BAEA, their accrued sick leave and holiday pay from the previous unit will be carried over into the BAEA up to the maximum accrual amount for the position assumed, provided the bargaining unit they leave has reciprocal language with the BAEA.

Subd 4. Seniority shall accumulate if an employee is reinstated off of the preferential hiring list, following a reduction in the work force.

Section 2. For the purpose of seniority for reduction in force, employees will be divided into the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)

Level 3 Descriptions

- Level 3, Support (Secondary)
- Level 3, Support (Elementary)

Level 2 Descriptions

- Level 2, Support (Secondary)
- Level 2, Support (Elementary)

Section 3. In the event of a reduction in the work force in one of the above levels, the displaced person will be placed in an equivalent (same level, same description, same number of hours) open position, if any. If there is not an equivalent open position, the employee will bump the least senior person (same level, same description, same number of hours) in that description or accept the layoff. If the person displaced by the first person is not the least senior in the appropriate job description, he/she will bump the least senior person, in that description regardless of the number of hours with the following exceptions:

Level 4, Media Education Assistant who is laid off can bump the least senior Level 4, Media Education Assistant, and if none, then bump the least senior Level 2, Support educational assistant.

Section 4. If, because of a reduction in work force, reassignments are necessary, the employer shall develop with the employee reassigned retraining appropriate for the new position.

Section 5. In the event replacement and/or displacement of educational assistants is necessary due to a reduction in the work force, the Association shall be represented at a meeting with the Human Resources Office prior to the affected educational assistants being notified to determine the final outcome of the procedures.

Section 6. All educational assistants who are to be terminated or reduced in hours will be notified in writing by the last student contact day-of each and every year. Those who retain their status will be entitled to the number of hours they were assigned the first work day of the current school year, even though maintaining those hours may require service in more than one (1) department or school. Level 4, SPED EA's assigned to a 1 on 1, whose student leaves the District, may be laid off after 15 working days notice, according to seniority, during the school year. But any EA who is laid off as a result of this paragraph will be recalled first to any open position in their level.

Section 7. The District shall establish a preferential hiring list including all educational assistants who have been terminated due to a reduction in work force or reduced in hours. Employees will be placed and rehired from the specific preferential hiring list grouping based on the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)

Level 3 Descriptions

- Level 3, Support (Secondary)
- Level 3, Support (Elementary)

Level 2 Descriptions

- Level 2, Support (Secondary)
- Level 2, Support (Elementary)

Section 8 Educational assistants terminated due to a reduction in work force or are reduced in hours, shall remain on a preferential hiring list until June 30th of the following fiscal year. An open position will be awarded to an applicant on the preferential hiring list who applies for the position with the highest seniority within the job description.

ARTICLE XIV
RETIREMENT

Members of the unit who selected Plan A prior to July 1, 1998 are committed to that plan. All employees hired after July 1, 1998 are only eligible for Plan B.

Section 1. Plan A: Employees with at least ten (10) years of service shall receive a one (1) time lump sum payment of \$900.00. Employees terminated for cause shall not be eligible for severance pay. Severance pay shall not apply to any educational assistant hired after July 1, 1988.

Section 2. Plan B:

- Subd. 1. A District match to a 403b plan is available to members of the unit hired on or after July 1, 1988 who are beginning their third (3rd) year of work in the District at .5 F.T.E. or more.
- Subd. 2. Effective July 1, 2016, the District shall match up \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan. Effective July 1, 2018, the District shall match up \$900 (nine hundred dollars) per school year of the employee's contribution to the 403(b) plan.
- Subd 3. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 4. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 5. Maximum District Contribution: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty-five thousand dollars (\$25,000) during the time of the employee's employment with the District.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 1. A claim by an employee of the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I. In the event that an employee or the Association believes there is a basis for a grievance, a written grievance shall be filed with the HR Director within one month of the time the grievant knew of the alleged grievance.

Section 3. Level II: The HR Director may take up the grievance or choose to refer the grievance back to the supervisor or principal in the department or school from which the grievance arose.

Section 4. If not resolved in discussions with the Association, the HR Director will provide the Association with a written response to the grievance.

Section 5. If the Association does not agree with the written response, it may request arbitration of the grievance. To be timely, this written request to arbitrate must be given to the HR Director within one month of the HR Director's written response, or if no written response is provided, within four months of the date of the filing of the original grievance.

Section 6. 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) calendar days from the notification date that arbitration will be pursued, the B.M.S., 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.

Section 7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of their participation in this grievance procedure.

Section 9. When mutually agreed, grievance 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.

DURATION

Section 1. Term and Reopening Negotiations: This Agreement will remain in effect for a period commencing July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it will give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees.

Section 3. Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. 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.

Master Agreement
2019-2021
Board of Education
Independent School District 191

And

Burnsville Association of Educational Assistants

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

FOR BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS

Union Representative Date

Lead Negotiator Date

FOR INDEPENDENT SCHOOL DISTRICT 191

Board Chair Date

Lead Negotiator Date

Board Clerk Date

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 through June 30, 2021.
2. Understanding the process for determining ESY eligibility and the commitment for student participation in ESY, it is difficult for the district to accurately project the exact number of students who will be enrolled in the ESY program. In order to ensure adequate staffing of paraprofessionals for the special education extended school year program (ESY) and a fair and equitable staffing process will be followed.

In planning and preparing for the ESY program the following processes and procedures will be implemented related to the use of paraprofessional support:

1. Two types of positions will be posted: one with guaranteed hours during the entire ESY program and one with flexible/floating hours to be based on student daily attendance.
2. If the paraprofessional with guaranteed hours has no students to work with he/she will work on other projects that support special education programs/services.
3. If a floater comes in to the ESY location to work and is notified their services are not needed he/she will be paid one hour of wages.
4. This plan will be in place unless changes are communicated to the BAEA ahead of time.

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

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

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through ratification of the 2021-2023 Agreement.

Burnsville Association of Educational Assistants
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

Appendix A Description of Special Education Settings

Management Educational Assistants work with students with disabilities that receive special education services. Students have disabilities that range from mild to severe. Students with more significant disabilities and those with low incident disabilities are educated in specialized, site-based programs. Educational Assistants that work in these programs are often asked to assist students with personal hygiene and activities of daily living. They may be required to diaper, feed, lift, and position students. They may be asked to work with students with volatile behaviors and may have an increased risk of personal injury. They may be required to have specialized skills in Braille or sign language.

Federal Setting definitions are as follows:

- | | |
|-------------|---|
| Setting I | Regular Class
The student receives the majority of special education and related services in a general education classroom and is outside the general education classroom (or in the resource room) for no more than 21% of the school day. Home school is considered a general education setting. |
| Setting II | Resource Room
The student receives special education and related services in a resource room outside the general education classroom for at least 21% but not more than 60% of the school day. |
| Setting III | Separate Class
The student receives special education and related services in a separate class outside of the general education classroom for more than 60% of the school day. |
| Setting IV | Public Separate Day School
The student receives special education and related services in a separate day school facility for greater than 50% of the school day. |

The District has the following site-based programs. The District may add or eliminate site-based programs as needed. The location of these programs may change over time.

Early Childhood Special Education

Setting IV EBD

Setting III EBD

Setting III Autism

Setting III Developmental Cognitive Delay Program (formerly known as MSMI and MSMI Plus)

Setting III Neurobiological Disorders Program

Appendix B Definition of Elementary and Secondary

The terms elementary and secondary as used within the contract shall be defined as programs/grades housed within the following buildings.

Elementary: ECSE; Rahn, William Byrne, Sky Oaks, Gideon Pond, Vista View, Ed. Neill, Hidden Valley, and Harriet Bishop.

Secondary: BAHS, BHS, BEST, Nicollet, and Eagle Ridge.