

**Burnsville Education Association
Master Agreement Proposals
9/20/2023**

<p>Item 1 Auth BEA</p>	<p>Update all appropriate sections with the correct dates. Sections include: Title Page and Table of Contents; ARTICLE IV, Section 11; ARTICLE V, Section 1; ARTICLE VIII, Section 12, Subd. 5; ARTICLE XII, Section 3; ARTICLE XVII, Section 1, SALARY Schedules dates;</p> <p>Re-adopted MOU's #1 Travel, #2 Stipend (remove Millea, Staum, and other resignations), #3 Amplify, #4 LTD, #5 Career steps (remove Pope, Day)</p>
<p>Item 2 Auth BEA</p>	<p>ARTICLE I RECOGNITION</p> <p>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, and physical therapists are also represented by the Association. In addition, all persons employed by ISD 191 in a position for which the person must be licensed or certified by PELSB, in a position providing instruction to children in a prekindergarten or early learning program pursuant to MN Statutes 179A.03, or are otherwise defined as teachers in MN Statutes 179A.03.</p>
<p>Item 3 Auth BEA</p>	<p>Article IV, Teacher Rights Section 13. Safety and Security</p> <p>The Burnsville Education Association and the Burnsville-Eagan-Savage Public School District care deeply about students' and staff safety and support the district's core values including setting a high bar for behavior expectations which allows for all to learn.</p> <p>Subd. 1. Anytime a staff member is harassed verbally, sexually, or physically by a student the incident will be documented on a mutually agreed upon standardized form. The staff member and the principal or principal's designee will complete the form. Teachers shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of the teacher's duties. Teachers shall report such prohibited behavior to their supervisor.</p> <p>Subd. 2. A teacher absent from work as the result of workplace violence or threat while acting in a capacity for the District will receive up to five (5) days of paid leave, not to be charged for sick leave or any other leave. In order to be eligible for this leave, the teacher must submit an injury/workplace incident report form to their building Principal.</p> <p>Subd. 3. A teacher absent from work as a result of workplace violence while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any recurrence thereof. An absence under workers compensation will limit the obligation of the District to the difference between workers compensation and the teacher's daily rate of pay as of the date of continuous absence. This paid leave will cease when the teacher satisfies the qualifying period for long-term disability.</p>

Subd. 4. Teachers shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of the teacher's duties. Teachers shall report such prohibited behavior to their supervisor. Once a month the data, with student names redacted, will be sent to the BEA president and assistant superintendent for review. The ISD 191 Superintendent and BEA President will work together to form a Labor Management Collaborative Team to convene for the first time no later than December 1, 2023.

Labor-Management Collaborative Team structure

The labor-management committee (LMCT) on restorative practices will include representation from the following. Additional members can be added by mutual agreement of the Superintendent and BEA President

- a) Up to 3 School Board members
- b) Superintendent and/or Assistant Superintendent of schools
- c) The BEA President
- d) 1-3 building principals
- e) 3-6 teacher representatives appointed by the Burnsville Education Association

Item 4
Auth BEA

ARTICLE V COMPENSATION

Section 34. Initial Placement:

- Subd. 1. **Credits:** 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.

Subd. 25. Step placement:

- a. A teacher new to ~~the School District~~ ISD 191 may be placed on a step of the salary schedule at the discretion of ISD 191.
- b. Experienced teachers new to ~~the Burnsville system~~ ISD 191 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 43. Credits allowed for lane placement or advancement:

Subd. 1.

a. Degree credits are part of a teaching or administrative degree program; i.e. recognized by an accredited graduate school.

b. Graduate degrees earned exclusively on-line must be from an accredited graduate school.

Subd. 2. Program credits are not part of a teaching degree program but reflect intent to improve content knowledge specific to assignment or pedagogical skills.

~~Subd. 3. In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved in-service credits are defined by the Executive Director of Human Resources, including quarter credit values.~~

~~Subd. 4. Prior to denying credits for lane change or reimbursement, the Assistant Superintendent for Teaching and Learning and President of the BEA will review the proposed coursework and make a recommendation to the Executive Director of Human Resources.~~

Section 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.~~

~~e. 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.

	<p>Subd. 5. In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved in-service credits are defined by the Executive Director of Human Resources, including quarter credit values.</p> <p>Subd. 6. Prior to denying credits for lane change or reimbursement, the Assistant Superintendent and President of the BEA will review the proposed coursework and make a recommendation to the Executive Director of Human Resources.</p>
<p>Item 5 Auth BEA</p>	<p>ARTICLE V COMPENSATION</p> <p>Section 10. Career Teacher Compensation</p> <p>Subd. 6. To be eligible for career teacher compensation steps, the service must have been rendered in District 191. A break in seniority will zero out the years of service credit. Years of service within ISD 191 separated by a resignation, retirement, or termination, will be recognized as in-district service years and count towards career teacher compensation steps.</p>
<p>Item 6 Auth BEA</p>	<p>ARTICLE V COMPENSATION SECTION 12. Prep Reimbursement for Traveling Teachers:</p> <p>Subd. 1 Traveling teachers are individuals who travel to more than one brick and mortar building within a given school day.</p> <p>Subd. 24. Teachers who travel to more than one site in a given day, shall have receive the equivalent daily minutes of preparation, lunch, and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. at any of their respective sites. They should also receive 30 consecutive minutes of a duty free lunch between the hours of 10:30 am and 1:30 pm with suitable passing time on both ends.</p> <p>Subd. 3. Adequate time shall be given for travel from one location to another. Teachers will be given the greater of thirty minutes or a minimum of twenty minutes plus travel time of 5 minutes per mile.</p> <p>Subd. 24. 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.</p> <p>Subd 35. Teachers who do not have prep time equivalent to 5 minutes for every 25 minutes instruction will be compensated for the lost prep time at an additional .2 annual FTE pro-rated for the period of time they work that schedule.</p>
<p>Item 7 Auth BEA</p>	<p>ARTICLE VI EXTRA COMPENSATION</p> <p>Section 3. Stipends for Additional Certification Speech Pathologists:</p> <p>A. Full-time (1.0 FTE) Speech Pathologists who provide the District with a copy of their Certificate of Clinical Competence issued by the American Speech and Hearing Association will receive a stipend of \$2,500 per school year, provided the copy is received by January 31st of each year. A part-time Speech Pathologist who obtains such certification shall be paid a prorated portion of \$2,500 based on the percentage of full-time work employed.</p> <p>B. Full-time (1.0 FTE) nurses who have a public health certification through the MN Board of nursing shall be paid a stipend of \$2,500 per year. A part-time school nurse who obtains such certification shall be paid a prorated portion of \$2,500 based on the percentage of full-time work employed.</p>

	<p>C. Full-time (1.0 FTE) social workers who are Licensed Independent Clinical Social Workers (LICSW) through The Association of Social Work Boards (ASWB) shall be paid a stipend of \$1,000 per year. A part-time school social worker who obtains such a certification shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.</p> <p>D. Full-time (1.0 FTE) school psychologists who are Nationally Certified School Psychologist (NCSP) through the National Association of School Psychologists (NASP) shall be paid a stipend of \$750 per year. A part-time school psychologist who obtains such a certification shall be paid a prorated portion of \$750 based on the percentage of full-time work employed.</p> <p>E. A full-time (1.0 FTE) occupational therapist who is an Occupational Therapist Registered (OTR) through the National Board for Certification in Occupational Therapy (NBCOT) shall be paid a stipend of \$750 per year. A part-time occupational therapist who obtains such a certification shall be paid a prorated portion of \$750 based on the percentage of full-time work employed.</p>
<p>Item 8 Auth BEA</p>	<p><u>ARTICLE VI EXTRA COMPENSATION</u> (Sections 1-8 remain the same)</p> <p><u>Section 9. Overloads:</u> If a teacher has a full course load and is asked to take on 1 or more additional course(s), either at a brick and mortar building or in the Virtual Academy, we will follow the Overload language. When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Compensation for one semester shall be \$1,000 per quarter or \$2,000 per semester plus calculation for lost prep time per semester for the an additional of a current course offering which is already being taught by the teacher, or \$3,500 per semester plus calculation for lost prep time per semester for the addition of a new course offering. Compensation for one quarter shall be \$1,750 or \$3,500 per semester plus calculation for lost prep time for an additional course which is not already being taught by the teacher.</p> <p><u>Section 10. Class size targets coverage:</u> If a classroom at any site, including One91 Virtual Academy, exceeds the school board-set class size target by more than 10%, the teacher(s) of record for the class(es) will receive an additional \$250 per student over 110% of the class size target for each quarter in which the over-enrollment occurs.</p> <p><u>Section 11 Special Education</u> Special Education teachers shall not be assigned to serve as a case manager for a value greater than their assigned FTE during an academic year according to the following valuations:</p> <ul style="list-style-type: none"> ● 1 student served at Federal Level 1 = 1/15 FTE ● 1 student served at Federal Level 2 = 1/10 FTE ● 1 student served at Federal Level 3 = 1/6 FTE ● 1 student receiving Speech Therapy = 1/15 FTE
<p>Item 9 Auth BEA</p>	<p style="text-align: center;">ARTICLE VII GROUP INSURANCE</p> <p><u>Section 1. Health and Hospitalization Insurance Options:</u></p> <p>Subd. 1. Effective July 1, 2011, for 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, A full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours or greater per week.</p>

	<p>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.</p> <p>Subd. 3. Effective with the March 15, 2010 paycheck, wWhen 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.</p> <p>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.</p> <p>Exceptions as listed below receive health insurance contributions as per Subd. 2.</p> <ul style="list-style-type: none"> a. teachers on parental leave, working at least .5 b. teachers hired prior to July 1, 2006 with a .5 or greater contract c. 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. <p>Subd. 5. The balance of any additional premium for optional single or dependent District plans shall be paid by the teacher.</p>
<p>Item 10 Auth BEA</p>	<p>ARTICLE VIII LEAVES OF ABSENCE</p> <p><u>Section 2. Personal Absence:</u> The purpose of personal absence is to provide protection for the teacher so that the employee does 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.</p> <p>Subd. 1. <u>Procedure:</u></p> <ul style="list-style-type: none"> 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. <p>Subd. 2. <u>Limitations:</u></p> <ul style="list-style-type: none"> 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.

	<p>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.</p>
<p>Item 11 Auth BEA</p>	<p>ARTICLE VIII LEAVES OF ABSENCE</p> <p><u>Section 4. Bereavement Absence:</u></p> <p>Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" a - l. as listed below for each full-time teacher. Three (3) additional days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.</p> <p>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.</p> <ol style="list-style-type: none"> a. parent, step parent, partner of parent, or former guardian of teacher b. spouse of teacher, partner 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 or partner of teacher's child h. grandchildren or step grandchildren of teacher i. grandparents or step grandparents of teacher, or spouse, or partner of teacher j. brother, step brother, sister, or step sister of spouse or partner 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. a person with whom they have a significant relationship <p>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.</p>
<p>Item 12 Auth BEA</p>	<p>ARTICLE VIII LEAVES OF ABSENCE</p> <p><u>Section 9. General Leave of Absence:</u></p> <p>Subd. 1. Teachers may apply for a general leave without pay or fringe benefits for the following year by January 15th. Such application shall be in writing, to the Executive Director of Human Resources. Such leave shall be at the discretion of the Board of Education.</p> <p>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.</p>

	<p>Subd. 3. A teacher shall inform in writing, the Executive Director of Human Resources by February 1 of plans to return the coming school year. If a teacher has exhausted their general leave and has not been granted a leave for the coming school year, the teacher must return to work, or employment will be terminated.</p> <p>Subd. 4. A teacher is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.</p> <p>Subd. 45. 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.</p>
<p>Item 13 Auth BEA</p>	<p>ARTICLE VIII LEAVES OF ABSENCE</p> <p>Section 11. Paid Parental Leave</p> <p>Subd. 2. To access paid personal illness days utilize paid parental leave 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.</p> <p>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 be granted up to six to eight weeks of leave days paid by the district 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.</p> <p>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.</p>
<p>Item 14 Auth BEA</p>	<p>ARTICLE IX HOURS OF SERVICE</p> <p>Section 1. A duty day consists of eight (8) consecutive hours including 30 consecutive minutes of a duty free lunch between the hours of 10:30 am and 1:30 pm. Within the eight (8) hour day, the School District shall set time for performance of duties, instructional preparation, and noon supervision and lunch.</p> <p>Sections 2-4 remain the same.</p> <p>Section 5. When an elementary, grade level teacher or specialist is assigned by administration to cover another class combined with their own class for any amount of time 60 minutes or less due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay. When an elementary, grade level teacher or specialist is assigned by administration to cover another class combined with their own class for greater than 60 but less than 180 minutes due to the shortage of substitute teachers, the teacher will receive two (2) hours of pay at their prorated rate of pay. When an elementary, grade level teacher or specialist is assigned by administration to cover another class combined with their own class for greater than 180 minutes due to the shortage of substitute teachers, the teacher will receive three (3) hours of pay at their prorated rate of pay. Teachers will not miss prep coverage for more than three (3) days within a month. A plan for alternative methods of prep coverage must be developed by a building administrator.</p> <p>Section 65. 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</p>

	<p>may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.</p> <p>Section 76. Conference Schedule Dates for parent conferences shall be scheduled within a two week window by the School District based on the advice of the District Calendar Committee in the following manner:</p> <p>Subd. 1.</p> <p>a. One of the three days of conference 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.</p> <p>b. One of the three days of conference shall be a regular 8-hour work day inclusive of a 30-minute dinner with conferences scheduled to begin no earlier than 12:00 noon unless approved by the building principal.</p> <p>c. One of the three days of conference shall be a 3 3/4 hour work day exclusive of a 30-minute lunch with conferences beginning no earlier than the standard work day unless approved by the building principal. The remainder of the day is a non-work day.</p> <p>d. Within the two week window and prior to the three days of parent conferences, four (4) hours shall be provided for teacher preparation.</p> <p>Subd. 2. Any elementary school teacher who has a principal approved conference scheduled in excess of the 14.75 hours of conferences as designated by the contract in subd. 1 for spring and fall conferences will be compensated on a pro rata basis of their daily rate of pay.</p> <ul style="list-style-type: none"> Section 109. 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 between the hours of 10:30 am and 1:30 pm or a paid 30-minute dinner break between the hours of 4 pm and 6 pm.
<p>Item 15</p> <p>Auth BEA</p>	<p>ARTICLE X LENGTH OF THE SCHOOL YEAR</p> <p>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.</p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>Section 5. Workshop week. In order to assure that teachers have adequate time to prepare for the school year, eight (8) hours of workshop week prior to the open house shall be dedicated to teacher directed preparation. Teachers must be provided with a minimum of a total 12 hours of teacher-directed time during workshop week. The blocks of teacher-directed time must be a minimum of 4 hours in length.</p>
<p>Item 16 Auth BEA</p>	<p>ARTICLE XII RETIREMENT</p> <p>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 have completed their probationary period with the District at a .5 FTE contract or more. Contributions as permitted by MS §356.24 will be made as follows:</p> <p>Subd. 1. Commencing with the 2023-2024 school year, the District will match up to \$1,500 per year to an approved 403(b) plan.</p> <p>Subd. 2. Commencing with the 2023-2024 school year, the District will match up to \$1,500,000 per year to an approved 403(b) plan when the employee has completed three years of satisfactory service in the District or their probationary period, whichever is first. The match will begin when the teacher has completed their probationary period.</p> <p>Subd. 23. Commencing with the 2023-2024 school year, the District will match up to \$2,250,000 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.</p> <p>Subd. 34. Commencing with the 2023-2024 school year, the district will match up to \$3,000,500 per year to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.</p> <p>Subd. 45. The Seniority list shall be used to determine years of teaching for 403(b) contributions.</p>
<p>Item 17 Auth BEA</p>	<p><u>ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE PROCESS SENIORITY AGREEMENT</u></p> <p>Section 5. Posting of Seniority List: A corrected, up-to-date seniority list and qualified list shall be drawn up by the Human Resources Office by December 15th of each calendar year. The seniority list and qualified list shall be posted in a PDF file on the district website no later than December 15 of each school year, beginning with the 2007 school year. Teachers on an unrequested leave of absence will remain on the seniority list.</p>
<p>Item 18 Auth BEA</p>	<p>ARTICLE XIV INVOLUNTARY TRANSFERS / TRANSFER REQUESTS</p> <p>Section 1. Covered under this Section but not necessarily limited to it are involuntary transfers resulting from:</p> <ol style="list-style-type: none"> declining enrollment reduction in teaching force closing of schools programmatic changes restructuring and realigning of divisions, schools. 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.

	<p>Subd. 1. <u>Procedure</u>: Before making a classroom teacher, counselor or librarian involuntarily transfer from any school building, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the State Board of Education. If no volunteer is found, the teacher shall be transferred who is lowest on the seniority list in the affected department as defined below:</p> <p>a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theater arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning, multilingual language, and grade 6. Elementary departments are K-2 and 3-5.</p> <p>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.</p> <p><u>Section 2</u>. 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.</p> <p>bd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily work the modified edule, the District shall seek a volunteer from among those teachers in the building who are appropriately tified and licensed by the Minnesota Department of Education and needed in the program. If no volunteer is nd, the teacher shall be transferred who is lowest on the district seniority list in the affected department as ined below:</p> <p>a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theater arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work based learning, multilingual language, and grade 6. Elementary departments are K-2 and 3-5.</p> <p>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.</p>
<p>Item 19 Auth BEA</p>	<p><u>ARTICLE XIV INVOLUNTARY TRANSFERS / TRANSFER REQUESTS</u></p> <p>Section 7. Teachers on Special Assignment (TOSA) and/or Terminal Positions TOSA and Terminal Positions are career ladder opportunities for teachers to broaden their influence on the teaching profession and present opportunities for leadership. It is the intent of the District and BEA to encourage as many different qualified teachers as possible to assume leadership positions. Teachers who accept TOSA and Terminal Positions may return to their previous position after 3 years, if available. The request to return must be submitted by February 1st. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred.</p>
<p>Item 20 Auth BEA</p>	<p>APPENDIX A Adult Basic Education (ABE) Early Childhood & Family Education (ECFE) Section 9. TSA Match. Effective July 1, 2021-2023, a District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourthfirst year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.</p> <p>Subd. 1. Commencing with the 2021-20222023-2024 school year, the District will match up to \$1,500 \$2,000 to an approved 403(b) plan.</p>

	<p>Subd. 2. Commencing with the 2021-20222023-2024 school year, the District will match up to \$2,250\$3000 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.</p> <p>Subd. 3. Commencing with the 2021-20222023-2024 school year, the District will match up to \$3,000\$3,500 to an approved 403(b) plan when the employee has completed fourteen years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District.</p>
Item 21 Auth BEA	<p>APPENDIX A Adult Basic Education (ABE) Early Childhood & Family Education (ECFE) ABE/ECFE Wage Schedule Changes COMPENSATION 2023-24</p> <p>Strike current hourly wage scales and strike Longevity Eligibility Criteria Longevity Pay Active Teacher</p> <p>Appendix C-1 BEA Salary Schedule</p> <p>ABE/ECFE Wage Schedule Changes COMPENSATION 2023-24</p> <p>Appendix C-2 BEA Salary Schedule</p>
Item 22 Auth BEA	<p>APPENDIX C-4</p> <p>EXTRA COMPENSATION</p> <p>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, 20142023 \$27.5038.00</p> <p>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, 20142023 \$21.0038.00</p> <p>Rate C: SUPERVISION: Used when supervising students with delegated administrative responsibility, or when serving as an official. Hourly rate, effective July 1, 20142023 \$21.0030.00</p> <p>Rate D: HOMEBOUND: Used when teaching homebound students. Hourly rate, effective July 1, 20142023 \$25.00Pro Rata</p> <p>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, 20142023 \$31.25Pro Rata</p> <p>Rate F: NEW TEACHER ACADEMY: Use for the three (3) days of New Teacher Academy before workshop week. Hourly rate, effective July 1, 2023 ProRata Step 1, BA (of new 2023-2025 contract)</p>
Item 23 Auth BEA	<p>Salary schedules & proposals</p> <p>APPENDIX C-1 BEA Salary Schedule 2023-2024 8 % increase and round up to the nearest 10.</p> <p>APPENDIX C-2 BEA Salary Schedule 2024-2025 6 % increase and round up to the nearest 10.</p>
	MEMORANDUM OF UNDERSTANDING - The READ ACT

(Reading to Ensure Academic Development) Act

Item 24

Auth BEA

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, 2023 - June 30, 2025
2. In the 2023-2024 school year a READ Act Design Team consisting of:
 - 8 elementary teachers (two from each grade K-3), preferably one elementary teacher from each site
 - 2 elementary CICs
 - 2 elementary principals
 - TOSA for Literacy Implementation
 - Coordinator for Elementary Curriculum
 - Coordinator for MTSS/Title 1
3. The READ Act design team will review the newly implemented READ Act and discuss the following Provisions and Requirements for ISD191 and the impact on students and staff.
 - Screening
 - Additional screening for 2nd and 3rd grade teachers
 - Early Reading
 - New screening tools for K-3rd grade (Dyslexia)
 - Must be administered in the first six weeks weeks of school
 - Must be administered in the last six weeks of school
 - Curriculum
 - Does Making Meaning meet the definition of evidence-based, as defined by the READ Act
 - Staffing
 - All reading instruction must be provided by licensed educators who have completed the stipulated trainings in the READ Act by the 2025-2026 school year
 - All districts must employ, contract with, or partner with other districts to have a literacy lead by August 30, 2025.
 - Professional Development

Districts must provide targeted teachers and instructional support staff with ACCESS to evidence-based professional development by July, 2024. These targeted individuals must complete the training by July 1, 2025. All educators will have access to these trainings starting July 1, 2025 to be completed by July 1, 2027. This group will include teachers in grades 4 and 5 and any secondary teachers with roles related to reading instruction.

These include:

 - all K-3 classroom teachers
 - all preschool teachers
 - special education teachers and multilingual teachers who teach literacy
 - teachers who select literacy instructional materials

4. The READ Act places substantial training requirements on large groups of members. Mandatory training- A large number of members are required to move through 40-50 hours of literacy training. Members will be compensated to complete these training sessions.

- Districts SHOULD NOT expect teachers to complete these training sessions outside of their contract days without additional compensation.
- Members will be compensated at their pro-rata if training takes place outside of the contract day.

5. The final READ Act Design Team recommendations must comply with state and federal requirements, align with the District's Roadmap for the future. The recommendations must also include a plan for ongoing training.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____