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| Meeting Norms | |
| 1. | Meetings should begin at the scheduled time. |
| 2. | Meetings will not exceed 2 hours in length unless both parties agree to extend the meeting. |
| 3. | All members of both teams will be at each meeting to the fullest extent possible, if unavailable, it is the responsibility of the team to catch the member up as issues will not be revisited. |
| 4. | Meetings will be purposeful, with a defined agenda. |
| 5. | Either side can request a short break to caucus or if the discussion becomes heated at any time. Parties will knock on the door before re-entering. |
| 6. | Progress will be tracked using a commonly formatted document with tentative agreements marked as such. |
| 7. | The party that was not the last party to either TA language, drop language, or provide a written proposal at the end of the last meeting will be the party to go first at the next meeting. This should be identified and agreed to at the end of each meeting. |
| 8. | All e-mails will be sent between Andy and Stacey. |
| 9. | Treat one another with courtesy and respect. |
| 10. | Stay focused on interests and issues rather than people. |
| 11. | Lead negotiators are the spokesperson for the party's position. |
| 12. | Questions from team members should be addressed to lead negotiator. |
| 13. | One person speaks at a time uninterrupted. |
| 14. | Commit to homework. |
| 15. | Listen for understanding and ask clarifying questions. |
| 16. | Be open and recognize differences of opinion. |
| 17. | Be discreet with sensitive information that is learned in sessions. |

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| Update general dates | |
| Item 1 | 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, and other Articles as appropriate; Re-adopted MOU's addressing C-3, Amplify, career steps, and LTD. |
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| Item 1 | Update all appropriate sections with the correct dates. Sections include: |
| BEA | 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; |
| 9.20 | Re-adopted MOU's #1 Travel, #2 Stipend (remove Millea, Staum, and other resignations), #3 Amplify, #4 LTD, #5 Career steps (remove Pope, Day) |

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| Item 2 | ARTICLE I RECOGNITION |
| BEA | 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. |
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| Item 3 | ARTICLE IV Section 11. Teacher Organization Absence Subd. 5. The BEA president shall be released full-time without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. 50% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2021-2023 contract settlement. 100% of the cost of the salary and benefits of the individual identified filling this role. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year. |
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| Item 3 | |
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| Item 4 | Article IV. Teacher Rights |
| BEA | Section 13. Safety and Security |
| 9.20 | <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> <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.</p> <p>Labor-Management Collaborative Team structure</p> <p>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</p> <ul style="list-style-type: none"> 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 |

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| Item 4 | |
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| Item 5 | ARTICLE V COMPENSATION |
| BEA | Section 34. Initial Placement: |
| 9.20 | <p>Subd. 1. Credits: All credits to be counted for initial placement must be earned after licensure to teach, except as noted below.</p> <ul style="list-style-type: none"> 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.~~

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| | <p>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.</p> <p>d. Outside experience will be counted for full academic years only of actual teaching or related services.</p> <p><u>Section 6. Lane Changes:</u></p> <p>Subd. 1. Credits must be pre-approved in writing in Human Resources.</p> <p>Subd. 2. Credits may be used only once for lane advancement.</p> <p>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.</p> <p>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> <p><u>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.</u></p> <p><u>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.</u></p> |
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| Item 5 | <u>Section 3. Initial Placement Credits allowed for lane placement or advancement:</u> |
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| 12.6 | <p>Subd. 1.</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>Subd. 3. All credits to be counted for initial placement must be earned after licensure to teach, except as noted below.</u></p> <ol style="list-style-type: none"> a. <u>Credits earned as part of a specific post baccalaureate program to provide teaching licensure shall be counted toward lane placement.</u> b. <u>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.</u> c. <u>Persons hired with two (2) Bachelor's degrees may be credited with a lane advancement at the time of initial employment.</u> <p><u>Section 4. Initial Placement:</u></p> |

Subd. 1. All credits to be counted for initial placement must be earned after licensure to teach, except as noted below.

d. Credits earned as part of a specific post baccalaureate program to provide teaching licensure shall be counted toward lane placement.

e. 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.

f. Persons hired with two (2) Bachelor's degrees may be credited with a lane advancement at the time of initial employment.

Section 4.5. 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.

Section 5. Initial Placement: Step Placement

Subd. 1.5. Step placement:

a. A teacher new to the School District may be placed on a step of the salary schedule at the discretion of ISD 191.

b. Experienced teachers new to the Burnsville system shall receive credit for up to five (5) years for past teaching experience in public schools on a year for year basis, and appropriate lane placement. Such experience must have been gained within the last seven (7) years.

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

d. Outside experience will be counted for full academic years only of actual teaching or related services.

Section 6. Lane Changes:

Subd. 1. Credits must be pre-approved in writing in Human Resources.

Subd. 2. Credits may be used only once for lane advancement.

Subd. 3. Teachers eligible for a lane change must file a lane change request form which shall list previously approved courses to be used for the lane change.

Subd. 4. Upon verification of the completion of course work (e.g., college transcript), a lane change will be retroactive to the date of completion of the course work. In no instance shall the date of retroactivity exceed six months.

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.

Subd. 6. 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.

Subd. 7. Credits older than five (5) years unless part of a degree program are disallowed.

Subd. 8. Undergraduate credits earned prior to teacher licensure are disallowed.

Subd. 9. In-service credits obtained while in employment outside District 191 are disallowed.

Subd. 10. Credits earning lower than a C grade are disallowed.

Item 5

ARTICLE V COMPENSATION

BEA

Section 34. Initial Placement:

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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. 2. Step placement:

- a. A teacher new to ISD 191 may be placed on a step of the salary schedule at the discretion of ISD 191.
- b. Experienced teachers new to 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.~~

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

~~d. Outside experience will be counted for full academic years only of actual teaching or related services.~~

Section 6. Lane Changes or advancement:

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 coursework (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.

~~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.~~

~~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.~~

Section 7: Credits disallowed for lane changes

~~Subd. 1. Credits older than five (5) years unless part of a degree program.~~

~~Subd. 2. Undergraduate credits earned prior to teacher licensure.~~

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| | <p>Subd. 3. In-service credits obtained while in employment outside District 191.</p> <p>Subd. 4. Credits earning lower than a C grade.</p> |
| Item 6 | ARTICLE V COMPENSATION Section 10. Career Teacher Compensation |
| BEA | 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. |
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| Item 6 | ARTICLE V COMPENSATION |
| BEA | Section 10. Career Teacher Compensation |
| 11.1 | 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 if they return within three years. |
| Item 6 | ARTICLE V COMPENSATION |
| BEA | Section 10. Career Teacher Compensation |
| 1.3 | 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 if the break in service is 3 years or less. |
| Item 6 | |
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| Item 7 | ARTICLE V COMPENSATION SECTION 12. Prep Reimbursement for Traveling Teachers: |
| BEA | Subd. 1 Traveling teachers are individuals who travel to more than one brick and mortar building within a given school day. |
| 9.20 | <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 losst prep time at an additional .2 annual FTE pro-rated for the period of time they work that schedule.</p> |

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| Item 7 | |
| Item 8 | ARTICLE VI EXTRA COMPENSATION |
| BEA | Section 3. <u>Stipends for Additional Certification Speech Pathologists:</u> |
| 9.20 | <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> |
| Item 8 | |
| Item 9 | ARTICLE VI Section 9. Overloads: An Overload is defined as instruction within one school program that exceeds the number of minutes of class instruction fully covered by available preparation (prep) time. When a teacher teaches between school programs Article V, Section 12 applies. When a teacher accepts an overload assignment, he/she the employee shall receive additional compensation for the length of that assignment. Compensation for one semester shall be \$2,000 per semester plus calculation for lost prep time per semester for the addition of a current course offering or \$3,500 per semester plus calculation for lost prep time per semester for the addition of a new course offering. |
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| Item 9 | ARTICLE VI EXTRA COMPENSATION |
| BEA | (Sections 1-8 remain the same) |
| 9.20 | <p>Section 9. Overloads:</p> <p>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> |

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| | <p>Section 10. Class size targets coverage: 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>Section 11 Special Education 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 |
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| Item 9 | |
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| Item 10 | ARTICLE VII <u>Section 1. Health and Hospitalization Insurance Options:</u> |
| 191 | Subd. 1. <u>Effective July 1, 2011, for</u> 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 \$1,025 monthly toward 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. <u>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 shall be borne by the employee. Effective July 1, 2024, 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 \$1,110 monthly toward the single, (composite) premium. 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 shall be borne by the employee. Effective at the start of the 2006-2007 school year, full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.</u> |
| 9.20 | Subd. 2. <u>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. 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 \$2,190 monthly toward the family, (composite) premium. 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 balance of the premium shall be paid by the District employee. Effective July 1, 2024, 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 \$2,375 monthly toward the family, (composite) premium. 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 balance of the premium shall be paid by the employee.</u> |
| | Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute. |
| | Subd. 4. Except as listed below, <u>for</u> teachers working at least 20 hours per week but less than 30 hours per |

week ~~the district~~ shall contribute ~~30%~~ \$815 toward the monthly ~~of the (composite)~~ premium for dependent coverage, effective July 1, 2006. Effective July 1, 2010, ~~for~~ teachers working at least 20 hours per week but less than 30 hours per week ~~the district~~ shall contribute ~~the equivalent value of 30%~~ \$810 toward the monthly ~~of the~~ composite premium for dependent coverage. The balance shall be paid by the ~~District employee~~. For this section, effective July 1, 2024, the district shall contribute \$885 monthly toward the composite premium. The balance shall be paid by the employee.

Item 10
**ARTICLE VII
 GROUP INSURANCE**

BEA
 9.20 Section 1. Health and Hospitalization Insurance Options:

Subd. 1. ~~Effective July 1, 2011, for~~ all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out-of-pocket maximum. The remainder shall be borne by the employee. ~~Effective at the start of the 2006-2007 school year, A~~ full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours ~~or greater~~ per week.

Subd. 2. ~~Effective July 1, 2011, a~~ teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.

Subd. 3. ~~Effective with the March 15, 2010 paycheck, w~~When a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Subd. 4. Except as listed below, ~~teachers working at least 20 hours per week but less than 30 hours per week shall contribute 30% of the premium for dependent coverage, effective July 1, 2006. Effective July 1, 2010,~~ teachers working at least 20 hours per week but less than 30 hours per week shall contribute the equivalent value of 30% of the composite premium for dependent coverage. The balance shall be paid by the District.

Exceptions as listed below receive health insurance contributions as per Subd. 2.

- 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.

Subd. 5. The balance of any additional premium for optional single or dependent District plans shall be paid by the teacher.

Item 10
 ARTICLE VII Section 1. Health and Hospitalization Insurance Options:

191
 1.3 Subd. 1. ~~Effective July 1, 2011,~~ For all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the ~~School District employee~~ will contribute the equivalent value of ~~95%~~ 5% 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 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 shall be borne by the ~~employee District~~. ~~Effective at the start of the 2006-2007 school year,~~ Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

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| | <p>Subd. 2. Effective July 1, 2014, A teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium, as defined in Subd. 1. The 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 balance of the premium shall be paid by the District.</p> <p>Subd. 3. Effective with the March 15, 2010 paycheck, When a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute contribution.</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. 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.</p> |
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| Item 10 | |
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ARTICLE VIII Section 1. Personal Illness Sick Leave

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| Item 11 | ARTICLE VIII Section 1. Personal Illness Sick Leave . When the District has reason to believe that leave is being abused or misused, it has an obligation to investigate and take appropriate action to prevent or remedy the misuse. |
| 191 | |
| 9.20 | <p>Subd. 1. All full-time teachers shall earn personal illness absence sick leave at the accumulative rate of ten (10) days for 2 days per month to a maximum of eighteen (18) days during each year of service in the employ of the School District. Effective July 1, 2019, ten (10) days shall be deposited to each full-time teacher at the beginning of each school year. Teachers hired after the first day of the school year shall have the ten (10) days prorated based upon the number of days missed divided by 184 days. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.</p> <p>Subd. 2. Unused personal illness absence Sick Leave days may accumulate to one hundred eighty (180) days.</p> <p>Subd. 3. When a teacher has exhausted personal illness absence Sick Leave, the teacher shall have 1/184th of salary for each day of absence deducted from a subsequent payroll. (Teachers in their first year of employment with the District shall have 1/187th of salary deducted.)</p> <p>Subd. 4. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days the qualifying period, income protection insurance will ensue in accordance with the existing policy. Excess days, if any, will be available upon return.</p> <p>Subd. 5. Personal illness, disability, and emergency medical and dental procedures, required health care examinations, required dental examinations, and time needed to travel to and from required medical examinations are covered by this Section. Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute.</p> <p>Subd. 6. Teachers currently under contract and employed during summer school may use accumulated personal illness absence Sick Leave if necessary. Such days shall be deducted on a pro-rata basis rounded to the nearest tenth.</p> <p>Subd. 7. Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick</p> |

absences will provide on a prorated basis, or until he/she is eligible for long term disability.

Subd. 8. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd. 9. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

Subd. 10. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

Section 3. Family Illness - Absence:

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

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

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

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| Item 11 | |
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| Item 12 | ARTICLE VIII LEAVES OF ABSENCE |
| BEA | Section 2. Personal Absence: 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. |
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| 1.3 Drop | Subd. 1. Procedure: a. A teacher planning to use personal absence shall notify the Human Resources Office at least forty-eight (48) hours in advance except in the case of an emergency approved as such retroactively by the Executive Director of Human Resources. |

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| | <p>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.</p> <p>c. Failure to provide timely notification may result in discipline.</p> <p>Subd. 2. <u>Limitations:</u></p> <p>a. Personal absence days may not be used to earn income from another employer.</p> <p>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.</p> <p>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> <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> |
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| Item 13 | ARTICLE VIII <u>Section 4. Bereavement Absence:</u> |
| 191 | Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher. An employee may take up to five (5) days of paid bereavement leave per event for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in-laws. The Superintendent may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family, out-of-state funerals or other extenuating circumstances. |
| 9.20 | <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> <p>a. parent, step parent or former guardian of teacher</p> <p>b. spouse of teacher</p> <p>c. individuals who dwell under the same roof and comprise a family or domestic establishment</p> <p>d. child, step child of teacher</p> <p>e. parent or step parent of spouse</p> <p>f. brother, step brother, sister, or step sister of teacher</p> <p>g. spouse of teacher's child</p> <p>h. grandchildren or step grandchildren of teacher</p> <p>i. grandparents or step grandparents of teacher or spouse</p> <p>j. brother, step brother, sister, or step sister of spouse</p> <p>k. brother-in-law, sister-in-law, nephew, niece, uncle or aunt</p> <p>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.</p> <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> |

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| Item 13 | ARTICLE VIII LEAVES OF ABSENCE |
| BEA 9.20 | <p>Section 4. Bereavement Absence:</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> <ul 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> |

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| Item 13 | ARTICLE VIII Section 4. Bereavement Absence: |
| BEA 11.1 | <p>Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher. An employee may take up to five (5) days of paid bereavement leave per event for any death(s) that occurs in the employee's family of a person with whom the teacher has a significant relationship. For purposes of this Agreement, "immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent-in-laws. The Superintendent may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family, out-of-state funerals or other extenuating circumstances.</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> <ul style="list-style-type: none"> a. parent, step parent or former guardian of teacher b. spouse of teacher c. individuals who dwell under the same roof and comprise a family or domestic establishment d. child, step child of teacher e. parent or step parent of spouse f. brother, step brother, sister, or step sister of teacher g. spouse of teacher's child |

- h. grandchildren or step grandchildren of teacher
- i. grandparents or step grandparents of teacher or spouse
- j. brother, step brother, sister, or step sister of spouse
- k. brother in law, sister in law, nephew, niece, uncle or aunt
- l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns.

Subd. 3. If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) personal sick days per year to attend the funeral of a person with whom they have a significant relationship.

Item 13

MEMORANDUM OF UNDERSTANDING

191
11.1

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. In order to assure there is no confusion over what immediate family members are included in Article VIII, Section 4: Bereavement Absence, a teacher may seek clarification from the Executive Director of Human Resources.
3. The Executive Director of Human Resources will make the determination whether the individual is included under the language in place or an exception needs to occur.
4. At the 2025-2027 round of negotiations, the Executive Director of Human Resources will report the number and the nature of the requests made for an exemption or clarification of the language.
5. The decision of the Executive Director of Human Resources is final and not subject to the grievance process.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2023 through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

Item 13

ARTICLE VIII **Section 4. Bereavement Absence:**

BEA

12.6

Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher. An employee may take up to five (5) days of paid bereavement leave per event for any death(s) occurs in the employee's immediate family, that occurs in the employee's family of a person with whom the teacher has a significant

~~relationship. For purposes of this Agreement, "immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in laws.~~ For purposes of this Agreement, "immediate family" includes a spouse/partner, children, parents, or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, and cousins and equivalent in laws, including the equivalent of the aforementioned and individuals who dwell under the same roof. The Superintendent may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for ~~reasons such as multiple deaths in the immediate family, out of state funerals or other~~ extenuating circumstances.

Subd. 2. One (1) day for each of the categories "f" through "l." A maximum of an additional three (3) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources. Part time teachers shall accrue and be eligible for such a benefit on a pro-rata basis.

- a. parent, step parent or former guardian of teacher
- b. spouse of teacher
- c. individuals who dwell under the same roof and comprise a family or domestic establishment
- d. child, step child of teacher
- e. parent or step parent of spouse
- f. brother, step brother, sister, or step sister of teacher
- g. spouse of teacher's child
- h. grandchildren or step grandchildren of teacher
- i. grandparents or step grandparents of teacher or spouse
- j. brother, step brother, sister, or step sister of spouse
- k. brother in law, sister in law, nephew, niece, uncle or aunt
- l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns.

Subd. 3. ~~If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) personal sick days per year to attend the funeral of a person with whom they have a significant relationship.~~

Red strikeouts are what the BEA is proposing.
Blue highlight with red text is new from the BEA.
Green highlight is new from the BEA 12/4/2023

Item
13
BEA
1.3

ARTICLE VIII **Section 4. Bereavement Absence:**

Subd. 1. A maximum of five (5) days for each death in categories "a", "b", "c", "d", and "e" as listed below for each full-time teacher. An employee may take up to five (5) days of paid bereavement leave per event for any death(s) occurs in the employee's immediate family, ~~that occurs in the employee's family of a person with whom the teacher has a significant relationship.~~ For purposes of this Agreement, ~~"immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in laws.~~ For purposes of this Agreement, "immediate family" includes a spouse/partner, children, parents, or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, and cousins and equivalent in laws, including the equivalent of the aforementioned and individuals who dwell under the same roof or with whom the teacher has a significant relationship. The Superintendent may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for ~~reasons such as multiple deaths in the immediate family, out of state funerals or other~~ extenuating circumstances.

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.

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| | <p>Part-time teachers shall accrue and be eligible for such a benefit on a pro-rata basis.</p> <ul style="list-style-type: none"> a. parent, step parent or former guardian of teacher b. spouse of teacher c. individuals who dwell under the same roof and comprise a family or domestic establishment d. child, step child of teacher e. parent or step parent of spouse f. brother, step brother, sister, or step sister of teacher g. spouse of teacher's child h. grandchildren or step grandchildren of teacher i. grandparents or step grandparents of teacher or spouse j. brother, step brother, sister, or step sister of spouse k. brother-in-law, sister-in-law, nephew, niece, uncle or aunt l. or a dependent living in the immediate household and is included as a dependent by the employee in filing state and federal tax returns. <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>Red strikeouts are what the BEA is proposing. Blue highlight with red text is new from the BEA. Green highlight is new from the BEA 12/4/2023 Orange highlight is new from the BEA 1/3/2024</p> |
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Item 13

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Item 14

ARTICLE VIII LEAVES OF ABSENCE

BEA

Section 9. General Leave of Absence:

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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.

Subd. 2. Approved leaves allow the employee to continue to accrue seniority but not step or career advancement. The employee may participate in District health, dental and life insurance plans at the employee's expense.

Subd. 3. A teacher shall inform in writing, the Executive Director of Human Resources by 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.

~~Subd. 4. A teacher is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.~~

Subd. 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.

Item 14

ARTICLE VIII LEAVES OF ABSENCE

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| 191 | Section 9. <u>General Leave of Absence:</u> |
| 1.3 TA | <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) five (5) school years regardless of the FTE of the leave.</p> <p>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> |

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| Item 15 | ARTICLE VIII. <u>Section 10. Sabbatical Leave:</u> |
| 191 | Subd. 1. One (1) year or part of a year will be available and may be granted to members of the certificated staff who have demonstrated by performance that a sabbatical leave experience would enable them to make a contribution to the improvement of the instructional program of District 191. |
| 9.20 | Subd. 2. To be eligible for a sabbatical leave, an individual must have taught for seven (7) years in the District. Sabbatical leave shall be for the following reasons: Accredited advanced study, Research, or Related professional activity. |
| TA | Subd. 3. Staff members must make application to the Executive Director of Human Resources after December 15, and before January 15, for leaves to be taken during the following school year. An application for a leave to be taken the second semester of an academic year may be submitted after June 15, and before August 15, preceding that academic year. The application shall include: |
| 11.1 | <ul style="list-style-type: none"> a. A detailed prospectus of the proposed activity; b. A statement of the relationship between the proposed activity; and improvement of the instructional program of District 191 and a plan for implementation; c. A letter of recommendation from the immediate supervisor and one (1) other administrator who has knowledge of the applicant; and d. Two (2) letters of recommendation from professional educators not in the employ of District 191. |
| | Subd. 4. Applicants will be interviewed by a Sabbatical Leave Committee composed of two (2) members appointed by the BEA president, two (2) administrators appointed by the Superintendent of Schools, and a member of the Board of Education designated by the Board of Education. Two (2) separate committees shall be formed, one (1) for the full year requests and one (1) for the half year requests. The committees shall hear all requests for its particular category. The committees shall be formed as early as possible to fit the deadline dates for application. Interviews will be scheduled within thirty (30) days of the date of application. |
| | Applicants will be notified of their status within fifteen (15) days of closing date for application. |
| | Subd. 5. The number of teachers on sabbatical leave shall be limited in number to 2.5 FTE teachers. If the number of qualified applicants exceeds the quota, the Sabbatical Leave Committee shall rank the applicants and granted leaves shall be in that order. The quota shall be determined by rounding off the total number of full-time equivalent members of the teachers' appropriate unit to the nearest one |

hundred (100) members.

Subd. 6. The allowance granted to a teacher on sabbatical leave shall be the lesser of seventy (70%) of the base contract salary of the individual or \$15,000 for the school term during which the leave takes place. For periods less than one (1) year, allowance shall be prorated. Teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships, or other stipends. Teachers may also augment their sabbatical leave salary by accepting part time employment, but in no case shall a commitment to part time employment exceed half time.

Subd. 7. A teacher who is granted a sabbatical leave must pledge to teach in School District 191 for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the one (1) year, the teacher shall pay back to the Board a pro-rata of the sabbatical allowance.

Subd. 8. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to an equivalent contractual position occupied prior to the leave, plus credit for one (1) year's teaching or professional experience for the year spent on sabbatical leave. All fringe benefits will remain in force as long as they do not conflict with Minnesota State law or Board policy. Fringe benefits for purposes of this Section mean: insurance coverage will be the same as active teachers, sick absence shall not accumulate, and other absences are not applicable.

Subd. 9. Sabbatical leaves that are approved but extend beyond the contract expiration date will be subject to the provisions of the subsequent contract.

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| Item 16 | ARTICLE VIII LEAVES OF ABSENCE |
| BEA | Section 11. Paid Parental Leave |
| 9.20 | <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> |

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| Item 16 | |
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| Item 17 | ARTICLE IX HOURS OF SERVICE |
| BEA | 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. |
| 9.20 | <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</p> |

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.

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 may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.

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:

Subd. 1.

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.

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.

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.

d. Within the two week window and prior to the three days of parent conferences, four (4) hours shall be provided for teacher preparation.

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.

- 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.

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| Item 17 |
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| Item 18 | ARTICLE X LENGTH OF THE SCHOOL YEAR |
| BEA | 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. |
| 9.20 | |

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| | <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> |
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| Item 18 | |
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| Item 19 | <p style="text-align: center;">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. 42. Commencing with the 2024-2024 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 2024-2024 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 2024-2024 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> |
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| Item 19 | |
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| Item 20 | <p style="text-align: center;">ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE PROCESS SENIORITY AGREEMENT</p> <p>Section 5. <u>Posting of Seniority List:</u> 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</p> |
| BEA | |

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| 9.20 | 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. |
| Item 20 | ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE PROCESS SENIORITY AGREEMENT |
| 191 | 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 15 th 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 until Recall Rights are terminated per Article XIII, Section 1, Subd.4 |
| 1.3 TA | |
| Item 21 | ARTICLE XIV INVOLUNTARY TRANSFERS / TRANSFER REQUESTS |
| BEA | Section 1. Covered under this Section but not necessarily limited to it are involuntary transfers resulting from: |
| 9.20 | a. declining enrollment |
| TA | b. reduction in teaching force |
| 12.6 | c. closing of schools |
| | d. programmatic changes |
| | e. restructuring and realigning of divisions, schools. |
| | f. If a school has to be reconstituted under ESEA, language applicable to a school closing and the opening of a new school will be followed. |
| | Subd. 1. Procedure: Before making 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: |
| | 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. |
| | b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer. |
| | Section 2. Covered under this section and limited to specialized programs within a given school that require one or more staff members to work a schedule that varies from the standard work schedule by one or more hours. For example, if the standard work hours for full-time teachers at a given site are from 8 - 4 and a zero hour is added such that it requires a teacher to work from 7 - 3, this section applies. However if hours for the building change and all staff are required to work from 7 - 3, ARTICLE IX, HOURS OF SERVICE APPLIES. |
| | Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily work the modified schedule, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the Minnesota Department of Education and needed in the program. If no volunteer is found, the teacher shall be transferred who is lowest on the district seniority list in the affected department as defined below: |
| | 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. |
| | 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. |
| Item 21 | |
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| Item 22 | ARTICLE XIV INVOLUNTARY TRANSFERS / TRANSFER REQUESTS 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. |
| BEA | 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 1 st . If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred. |
| 9.20 | |
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| Item 22 | |
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| Item 23 | ARTICLE XVI Copies of this Master Agreement shall be printed at the School District's expense and distributed to every member now or hereafter employed during the term of the Agreement. on the District's web page. The District shall furnish fifty (50) to the Association at cost upon request. |
| 191 | |
| 9.20 | |
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| Item 23 | |
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| Item 24 | APPENDIX A <u>Section 8. Group Insurance.</u> |
| 191 | |
| 9.20 | Subd. 1. Effective July 1, 2014-2023, for all teachers who are employed 736 hours or more, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the \$1,025 monthly toward 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 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 shall be borne by the employee. Effective July 1, 2024, for all teachers who are employed 736 hours or more, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute \$1,110 monthly toward the single, (composite) premium. 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 shall be borne by the employee. |
| | Subd. 2. Effective July 1, 2014-2023, for 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. the School District will contribute \$2,190 monthly toward the family, (composite) premium. 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 balance of the premium shall be paid by the employee. Effective July 1, 2022, 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 \$2,375 monthly toward the family, (composite) premium. 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 balance of the premium shall be paid by the employee. |
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| Item 24 | APPENDIX A Section 8. Group Insurance. |
| 191 | |
| 1.3 | <p>Subd. 1. Effective July 1, 2014 2023, for all teachers who are employed 736 hours or more, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District employee will contribute the equivalent value of 95% of the the single, (composite) premium. The balance of the premium shall be paid by the District. 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 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 shall be borne by the employee.</p> <p>Subd. 2. Effective July 1, 2014 2023, for a all teachers who are employed 736 hours or more with dependent coverage, the employee 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. 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.</p> |

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| Item 24 | |
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| Item 25 | APPENDIX A Adult Basic Education (ABE) Early Childhood & Family Education (ECFE) Section 9. TSA Match. |
| BEA | Effective July 1, 2024 2023, a District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth-first year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made. |
| 9.20 | <p>Subd. 1. Commencing with the 2021-2022-2023-2024 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 2021-2022-2023-2024 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 2021-2022-2023-2024 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> |

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| Item 25 | |
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| Item 26 | APPENDIX A Adult Basic Education (ABE) Early Childhood & Family Education (ECFE) ABE/ECFE Wage Schedule Changes COMPENSATION 2023-24 |
| BEA | Strike current hourly wage scales and strike Longevity Eligibility Criteria Longevity Pay Active Teacher |
| 9.20 | Appendix C-1 BEA Salary Schedule |
| | ABE/ECFE Wage Schedule Changes COMPENSATION 2023-24 |
| | Appendix C-2 BEA Salary Schedule |

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| Item 26 | |
| Item 27 | APPENDIX C-4 |
| BEA | EXTRA COMPENSATION |
| 9.20 | <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, 2014-2023 \$27.50-38.00</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, 2014-2023 \$21.00-38.00</p> <p>Rate C: SUPERVISION: Used when supervising students with delegated administrative responsibility, or when serving as an official. Hourly rate, effective July 1, 2014-2023 \$21.00-30.00</p> <p>Rate D: HOMEBOUND: Used when teaching homebound students. Hourly rate, effective July 1, 2014-2023 \$25.00-Pro 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, 2014-2023 \$31.25-Pro 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 27 | |
| Item 28 | APPENDIX C- 1&2 BEA Salary Schedule |
| 191 | |

| STEP | BA | BA 20 | BA40 | MA | MA20 | MA40 | MA60 |
|------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 1 | \$ 42,570 | \$ 44,330 | \$ 45,880 | \$ 48,090 | \$ 50,310 | \$ 52,390 | \$ 54,970 |
| 2 | \$ 42,590 | \$ 44,360 | \$ 45,910 | \$ 48,130 | \$ 50,360 | \$ 52,420 | \$ 55,000 |
| 3 | \$ 42,630 | \$ 44,390 | \$ 45,940 | \$ 48,180 | \$ 50,400 | \$ 52,470 | \$ 55,040 |
| 4 | \$ 43,220 | \$ 44,720 | \$ 46,690 | \$ 50,400 | \$ 54,280 | \$ 55,170 | \$ 57,880 |
| 5 | \$ 44,290 | \$ 46,170 | \$ 48,340 | \$ 52,260 | \$ 56,800 | \$ 57,860 | \$ 60,370 |
| 6 | \$ 46,930 | \$ 48,850 | \$ 51,250 | \$ 55,230 | \$ 57,910 | \$ 60,620 | \$ 63,820 |
| 7 | \$ 50,890 | \$ 51,030 | \$ 53,170 | \$ 57,480 | \$ 60,190 | \$ 62,640 | \$ 66,320 |
| 8 | \$ 50,890 | \$ 55,110 | \$ 55,640 | \$ 60,010 | \$ 62,460 | \$ 65,650 | \$ 68,850 |
| 9 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 62,960 | \$ 66,140 | \$ 69,580 | \$ 73,010 |
| 10 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 66,590 | \$ 69,790 | \$ 73,220 | \$ 76,910 |
| 11 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 71,260 | \$ 74,850 | \$ 78,450 | \$ 82,490 |
| 12 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 77,410 | \$ 81,130 | \$ 85,010 | \$ 89,150 |
| 13 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 77,410 | \$ 81,130 | \$ 85,010 | \$ 89,150 |
| 14 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 77,410 | \$ 81,130 | \$ 85,010 | \$ 89,150 |
| 15 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 16 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 17 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 18 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 19 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 20 | \$ 57,840 | \$ 62,400 | \$ 69,220 | \$ 85,340 | \$ 90,100 | \$ 95,130 | \$ 102,020 |

| STEP | BA | BA 20 | BA40 | MA | MA20 | MA40 | MA60 |
|------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 1 | \$ 42,570 | \$ 44,330 | \$ 45,880 | \$ 48,090 | \$ 50,310 | \$ 52,390 | \$ 54,970 |
| 2 | \$ 42,590 | \$ 44,360 | \$ 45,910 | \$ 48,130 | \$ 50,360 | \$ 52,420 | \$ 55,000 |
| 3 | \$ 42,630 | \$ 44,390 | \$ 45,940 | \$ 48,180 | \$ 50,400 | \$ 52,470 | \$ 55,040 |
| 4 | \$ 43,220 | \$ 44,720 | \$ 46,690 | \$ 50,400 | \$ 54,280 | \$ 55,170 | \$ 57,880 |
| 5 | \$ 44,290 | \$ 46,170 | \$ 48,340 | \$ 52,260 | \$ 56,800 | \$ 57,860 | \$ 60,370 |
| 6 | \$ 46,930 | \$ 48,850 | \$ 51,250 | \$ 55,230 | \$ 57,910 | \$ 60,620 | \$ 63,820 |
| 7 | \$ 50,890 | \$ 51,030 | \$ 53,170 | \$ 57,480 | \$ 60,190 | \$ 62,640 | \$ 66,320 |
| 8 | \$ 50,890 | \$ 55,110 | \$ 55,640 | \$ 60,010 | \$ 62,460 | \$ 65,650 | \$ 68,850 |
| 9 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 62,960 | \$ 66,140 | \$ 69,580 | \$ 73,010 |
| 10 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 66,590 | \$ 69,790 | \$ 73,220 | \$ 76,910 |
| 11 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 71,260 | \$ 74,850 | \$ 78,450 | \$ 82,490 |
| 12 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 77,410 | \$ 81,130 | \$ 85,010 | \$ 89,150 |
| 13 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 77,410 | \$ 81,130 | \$ 85,010 | \$ 89,150 |
| 14 | \$ 50,890 | \$ 55,110 | \$ 60,610 | \$ 77,410 | \$ 81,130 | \$ 85,010 | \$ 89,150 |
| 15 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 16 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 17 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 18 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 19 | \$ 53,780 | \$ 58,980 | \$ 65,100 | \$ 81,840 | \$ 86,080 | \$ 90,530 | \$ 95,840 |
| 20 | \$ 57,840 | \$ 62,400 | \$ 69,220 | \$ 85,340 | \$ 90,100 | \$ 95,130 | \$ 102,020 |

0, 0 on schedule each year reflects MSBA increase 5.03% or 6.41% increase over two years. Last settlement reflected 2, 2 with MSBA 6.53% and an 8.44% increase over two years. 9% increase in medical premium cost to the district is on average equivalent to \$1,700 to those on the plan.

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| Item 28 | Salary schedules & proposals APPENDIX C-1 BEA Salary Schedule 2023-2024 |
| BEA | 8 % increase and round up to the nearest 10. |
| 9.20 | APPENDIX C-2 BEA Salary Schedule 2024-2025 6 % increase and round up to the nearest 10. |
| Item 28 | |

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| Item 29 | <p>MEMORANDUM OF UNDERSTANDING - The READ ACT (Reading to Ensure Academic Development) Act</p> |
| BEA | |
| 9.20 | <p>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:</p> <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> ● 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. <ul style="list-style-type: none"> ● Screening <ul style="list-style-type: none"> ■ Additional screening for 2nd and 3rd grade teachers <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> ■ Does Making Meaning meet the definition of evidence-based, as defined by the READ Act ● Staffing <ul style="list-style-type: none"> ■ 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 <p>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.</p> <p>These include:</p> <ul style="list-style-type: none"> ● 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. <ul style="list-style-type: none"> ● 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: _____

Item
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Item

Item