

MASTER AGREEMENT

2023-2025

BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT 191

BURNSVILLE, MINNESOTA

and

BURNSVILLE EDUCATION ASSOCIATION

**Burnsville Education Association – ISD 191 Agreement
July 1 2023 –June 30, 2025**

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**INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE EDUCATION ASSOCIATION
2023-2025**

PREAMBLE

THIS AGREEMENT, entered into between Independent School District No. 191, Burnsville, Minnesota (hereinafter referred to as the School District) and the Burnsville Education Association (hereinafter referred to as the Association or BEA), pursuant to and in compliance with the Public Employment Labor Relations Act, as amended (hereinafter referred to as the P.E.L.R.A.), is to provide the terms and conditions of employment for teachers for the duration of the Agreement.

**ARTICLE I
RECOGNITION**

The School District hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed teaching personnel as defined in the P.E.L.R.A. whether under contract, on leave, on a per diem, hourly or class rate basis. Such representation shall exclude the superintendent, assistant superintendents, principals, assistant principals, supervisory and confidential employees as defined in the P.E.L.R.A, and such other employees excluded by law. The term "teacher," when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined who are required to be licensed by the State of Minnesota. 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.

**ARTICLE II
COPIES OF RECORD**

There shall be two (2) signed copies of the final Agreement for purposes of record; one (1) retained by the School District and one (1) by the Association.

**ARTICLE III
STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT**

Section 1. Management, Rights, and Responsibilities: All teachers covered by this Agreement shall perform the teaching and other professional services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School District and its properly designated representatives have the obligation and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 2. Effect of Laws, Rules, and Regulations: All teachers covered by this Agreement, the School District and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the United States Department of Education, Minnesota Department of Education, and valid rules, regulations, and orders of all other State and Federal governmental agencies. Any provision of this Agreement herein found to be in violation of any such laws, rules, regulations, or order shall be null and void and without force and effect. The School District has the obligation and authority to comply with any such law, rule, regulation, and order.

Section 3. Meet and Negotiate: The School District agrees not to meet and negotiate with any teachers' organization

other than the BEA, as long as the BEA is the exclusive representative of the teachers of Independent School District 191 as defined in P.E.L.R.A. The exclusive representative recognizes the School Board's inherent rights as defined in P.E.L.R.A.

Section 4: Reservation of Responsibilities and Obligations: It is further understood that the foregoing enumeration of the School District's responsibilities and obligations is not exclusive and the School District expressly reserves all its statutory authority not expressly delegated in this Agreement.

ARTICLE IV TEACHER RIGHTS

Section 1. Rights in this Agreement: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School District.

Section 3. Meet and Confer Committee: Recognizing that teachers have the right to meet and confer with the School District regarding any and all policies and practices of the School District, the School District agrees to work with the BEA president to establish topics, format and schedule for the coming school year.

Section 4. Dues Check Off: Effective July 1, 2020, any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including Education Minnesota and the National Education Association. The Association will notify the District by September 15, each year the amount of dues to be deducted. Pursuant to such authorization, the School District shall deduct one seventeenth (1/17) of such dues from each regular salary check of the teacher beginning in mid-October and ending in mid-June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by mid-June.

Section 5. If an assignment requires a substitute teacher to work more than fourteen (14) hours per week and for more than thirty (30) consecutive days per year for the same teacher, the position shall be filled with a teacher hired by the district for the duration of the assignment. That teacher automatically becomes for the duration of that assignment a member of the appropriate unit covered by this Agreement. In such instances, daily pay shall be calculated by placing the teacher appropriately on the salary schedule per Article V, Section 1, and sick absence shall be accrued at the rate of one (1) day per month.

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

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

Section 8. Buildings and Facilities: The Association shall have the right to use school facilities and equipment, including typewriters, computers, e-mail, voicemail, fax machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

The Association shall pay for the cost of all materials and supplies incident to such use, and the School District reserves the right to assess charges for such usage consistent with the School District practice relating to private organizations. The user shall request equipment from the responsible individual and have time and use determined when checked out.

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

Section 10. Information: The School District agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certificated personnel, and agendas and minutes of all Board meetings. In addition, by October 1 of each school year, the District shall provide in electronic form to the Union census and membership data; names, social security numbers, starting and ending employment dates, addresses, telephone numbers, birthday (not including the year of birth), full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed; and salaries paid thereto. This information will be provided in a timely fashion upon request to the Union president. In addition, the Association president or designee shall be provided with a Board packet of information as is provided by the District for members of the media.

Section 11. Teacher Organization Absence

- Subd. 1. The exclusive representative shall have twenty-five (25) non-cumulative days credited to it at the beginning of each school year. Four (4) non-cumulative additional days shall be granted the exclusive representative for purpose of cooperative lobbying efforts in coordination with the Board of Education and District Administrators.
- Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Executive Director of Human Resources or designate at least three (3) days prior to the absence.
- Subd. 3. Up to five (5) teacher representatives shall be allowed to attend mediation or arbitration sessions, at no loss of pay, when ordered by the Bureau of Mediation Services.
- Subd. 4. Additional days may be purchased by the Association at substitute teacher reimbursement rates.
- Subd. 5. The 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 2023- 2025 contract settlement. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year.

Section 12. Just Cause, Obligations and Professional Conduct:

- Subd. 1. The teacher shall adhere to the set of principles which define professional conduct. The School District shall not take any disciplinary action, including adverse evaluation and reduction of compensation, with respect to any teacher without just cause.
- Subd. 2. The School District shall draw a teacher's attention to the lack of professional conduct in the following ways:

- a. Coaching and non-disciplinary corrective actions including:
 - i. Informal conversation with supervisor
 - ii. Communication via e-mail outline expectations, supports and directives
 - iii. Written documentation of Verbal Warning
 - iv. Written Warning
- b. Discipline actions including:
 - i. Written Reprimand
 - ii. Suspension without pay
 - iii. Letter of Deficiency
 - iv. Loss of salary increase for substandard performance
 - v. Discharge per M.S. § 122A. 40.

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

Subd. 3. The following information will be provided with notice of disciplinary action:

- a. a review of the rule, regulation, code, policy, etc. that defines the expected behavior;
- b. a description of the inaction or failure of the employee to comply with the expectation, including an outline of previous oral or written reprimands;
- c. a reference to the grievance process as defined in the Master Agreement; and
- d. notice that the Association President will be copied any suspension without pay, notices of deficiency, loss of salary increase, or notice of discharge unless the teacher objects in writing within ten (10) calendar days; any grievance in this category would begin at Level III.

ARTICLE V COMPENSATION

Section 1. Status of Salary Schedules: The salary schedules contained in Appendix A are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a part of the continuing contract and the schedule contained herein is no longer applicable after June 30, 2023. In the event that a new Agreement has not been mutually adopted by July 1, 2023, teachers will be covered under M.S. § 122A. 40 and the salary for 2022-2023 will be that stipulated on the individual contract for 2023-2024 until a new Agreement is reached subsequent to July 1, 2023, and the conditions of the new Agreement will determine salaries for 2023-2024.

Section 2. Licensure: Each teacher must submit a copy of a valid Minnesota teacher's license, and an official transcript of all college credits. This material will be kept on file in the District office during the entire time that the teacher is employed in the school system.

Subd. 1. Effective until January 1, 2019, teachers hired on or after July 1, 2010 must maintain the certifications on their license in place at the time of hire for the duration of their career in the district. Failure to maintain such certifications in place at the time of hire, will result in termination, effective at the conclusion of the school year during which the certification is surrendered.

Subd 2. In the event a teacher does not have a current, valid license by the first day of class of a given year, he or she will not be allowed to teach, will not be paid and will not receive benefits until such time a current, valid license has been printed as documented on the MDE website.

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

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

Section 3. Initial Placement:

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

- a. Credits earned as part of a specific post-baccalaureate program to provide teaching licensure shall be counted toward lane placement.
- b. If an advanced degree is obtained before licensure, that degree counts only if it is in a field directly related to license(s) held and/or the assignment for which he or she was hired.
- c. Persons hired with two (2) Bachelor's degrees may be credited with a lane advancement at the time of initial employment.

Subd. 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 4. 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.

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.

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.

Subd. 3. In-service credits obtained while in employment outside District 191.

Subd. 4. Credits earning lower than a C grade.

Section 8. Reimbursable Credits:

Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:

Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. +60/Specialist will be paid annually by the School District subject to Subd 3:

Subd 3. Criteria:

- a. Courses must carry prior approval by the Executive Director of Human Resources.
- b. Payments are for tuition only.
- c. Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
- d. Tuition payments will not be made for work taken while on a regular leave.

- e. The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.

Section 9. Professional Growth/Step Advances:

- Subd. 1. Step advancement is granted at the beginning of the academic year, provided each teacher has completed a year of satisfactory service.
 - a. Teachers, K-12, who work 1104 hours (three-fourths full time) or more of satisfactory service shall advance each year.
 - b. Teachers, K-12, who work fewer than 1104 hours shall advance when experience earned equals three-fourths (3/4) year or more and is in consecutive years unless separated by an approved leave. All fractions over three-fourths (3/4) are dropped in calculating cumulative experience.
- Subd. 2. Probationary teachers shall be evaluated according to statute using the District's Teacher Development and Evaluation instrument. Notification that a probationary employee's contract will not be renewed shall be given according to statutory timelines.
- Subd. 3. Consistent with M.S. 122A.40 Peer Review, continuing contract (tenured) teachers shall be reviewed by their peers consistent with the Performance Appraisal System adopted by the Board of Education. A continuing contract teacher shall be deemed to have had a year of satisfactory performance unless that employee has been given notification, in writing, of substandard performance by January 1 and prior to March 1 of that year, the employee has had the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance.
- Subd. 4. After the procedures set forth in Subd. 2 above have been followed and assuming dismissal proceedings have not been instituted, a licensed employee who has had a year of unsatisfactory performance will not be granted a salary increase.

Section 10. Successive Years on the Same Step: If a teacher remains for more than one (1) year at any given step for any reasons, none of the repeat years at that step qualifies for step advancement in that or any other lane. If eligible, career teacher compensation pay shall be paid but added to current placement if the above sentence is applicable.

Section 11. Career Teacher Compensation

- Subd. 1. In the fifteenth year of service to the School District 191, a teacher shall receive the first career step. In the twentieth year of service to the School District 191, a teacher shall receive the second career step. (See Appendix C)
- Subd. 2. See Article V, Section 10 for teachers on same step for successive years.
- Subd. 3. A year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. (Effective 1987).
- Subd. 4. A year of experience within the School District is one in which a teacher has worked in a position covered by this collective bargaining agreement at least 1104 contracted hours.
- Subd. 5. A teacher who works at least 1104 contracted hours in consecutive years also gains a year of experience. Part years separated by an approved leave shall accumulate toward a year of experience credit.
- Subd. 6. To be eligible for career teacher compensation steps, the service must have been rendered in

District 191. A break in seniority will zero out the years of service credit.

- Subd. 7. Exceptions to Subd 6. are exchange teaching and teaching while on professional leave. Subdivisions 3, 4 and 5 remain applicable.

Section 12. Part-day Licensed Employee Compensation: Part-day licensed teachers shall receive pay based on the comparison of the student contact time with that of full-time teachers at the same level of instruction. Part-day licensed teachers shall receive preparation and professional time in the same proportion as that of a full-time teacher at the same level of instruction.

Section 13. Prep Reimbursement for Traveling Teachers:

- Subd. 1. Teachers who are assigned to more than one school in a given day, shall receive preparation, lunch and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. Adequate time shall be given for travel from one location to another.
- Subd. 2. 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.
- Subd 3. Teachers who do not have prep time equivalent to 5 minutes for every 25 minutes instruction will be compensated for the loss prep time an additional .2 annual FTE prorated for the period of time they work that schedule.
- Subd. 4 Teachers who qualify for Subd. 3 and exceed 12 minutes of missed prep per day for the semester shall receive an additional \$3,500. Alternating days or quarter only assignments shall be compensated at \$1,750.

Section 14. Pay Dates and Deductions:

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

employed on or after April 1, will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-June each year.

Subd. 6. For returning teachers, the first pay date of each school year shall be the last working day of August. Pay dates shall be the 15th and last day of each month. If the date falls on a weekend or holiday, the pay date shall be on the first banking date prior to the weekend or holiday.

Subd. 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

Section 15. Tax Sheltered Annuities, Qualified Retirement Plans and Deferred Compensation Plans: Tax sheltered annuities, qualified retirement plans and deferred compensation plans, either variable or fixed, shall be made available to teachers. District matches as described in Article XII, Section 9 will only be made to approved 403(b) plans. Regulations and procedures are available in the Human Resources Office (see Article XII, Section 9).

Subd. 1. TSA payments deducted from payroll shall be sent to vendors within five (5) business days of each deduction.

Subd. 2. Board policy and regulations will be updated annually for compliance with State/Federal Laws.

Section 16. Flexible Benefit Plan: Regulations and procedures are available in the Human Resources Office. Board policy and accompanying regulations will be updated annually to comply with IRS Regulations.

Section 17. Rolling Window: If a teacher has been misplaced on the salary schedule, the teacher has a two-year rolling window to make corrections. If it is found that the teacher has been misplaced on the salary schedule, the recalculation period will go back two years from the time that the Executive Director of Human Resources is made aware of the problem.

ARTICLE VI EXTRA COMPENSATION

Section 1. Co-Curricular Assignments: Effective July 1, 2020, stipends are negotiated by position as identified in Appendix C-3 and will apply only to ISD 191 teachers.

Subd. 1. Vacancies shall be posted at least seven (7) days prior to filling the vacancy.

Subd. 2. The assignments for stipend positions are appointed by the administration.

Subd. 3. Stipend pay shall be issued in equal payments over the duration of the assignment commencing on the pay date following fifteen (15) days of co-curricular assignment and ending on the pay date following completion of the co-curricular assignment. Errors in payments will be corrected on the pay date following detection of the error.

Subd. 4. Longevity: Effective July 1, 2004, after completing seven (7) years as a head coach or chief advisor for a single activity (male/female), the coach or advisor will receive an additional longevity increment equivalent to 5% of the stipend amount.

Subd. 5. M.S. §122A. 58 shall apply to all licensed coaches.

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

eligible to receive categorical funding for their salaries.

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

Section 3. Stipends for Additional Certification:

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.

B. Full-time (1.0 FTE) licensed school nurses shall be paid a stipend of \$1,000 per year. A part-time school nurse shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

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.

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 \$1,000 per year. A part-time school psychologist who obtains such a certification shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

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 \$1,000 per year. A part-time occupational therapist who obtains such a certification shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

F. Full-time (1.0 FTE) physical therapists shall be paid a stipend of \$1,000 per year. A part-time physical therapist shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

G. A teacher who has master's degree or higher in the subject taught OR a master's degree or higher in another discipline + 18 graduate credits in the subject taught and is assigned to an Associates of Arts (AA) level class shall be paid a stipend of \$1,000 per year regardless of the number of AA courses taught.

Section 4. Hourly Assignments: Hourly pay is negotiated for type of work, as identified in Appendix C-4.

Section 5. Minor Administrative Assignments: Minor administrative assignments shall include, but not be limited to, athletic coordinators, PAC manager, area leaders, computer facilitators, and administrative assistants. The Executive Director of Human Resources shall determine stipends for minor administrative assignments within sixty (60) days of the ratification of the new Master Agreement.

Section 6. Mileage: Staff members who receive prior authorization to use their personal cars for school business shall be reimbursed at the rate in effect according to District policy. Requests for reimbursement should be made monthly, but must be made quarterly or claims are forfeited.

Section 7. Voluntary: Acceptance of any position described in this Article shall be voluntary.

Section 8. Docking: Instances of absence without pay will call for deduction of salary on a pro-rata basis with a minimum of one-half (½) day.

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 13 applies. When a teacher accepts an overload assignment, 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.

ARTICLE VII GROUP INSURANCE

Section 1. Health and Hospitalization Insurance Options:

- Subd. 1. Effective July 1, 2011, for all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee. Effective at the start of the 2006-2007 school year, full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.
- Subd. 2. Effective July 1, 2011, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.
- Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.
- Subd. 4. Except as listed below, teachers working at least 20 hours per week but less than 30 hours per week shall contribute 30% of the premium for dependent coverage, effective July 1, 2006. Effective July 1, 2010, teachers working at least 20 hours per week but less than 30 hours per week shall contribute the equivalent value of 30% of the composite premium for dependent coverage. The balance shall be paid by the District.

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

- 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.

Section 2. Life Insurance and Accidental Death and Dismemberment Coverage:

- Subd. 1. Teachers employed fewer than 20 hours per week shall not receive life insurance coverage.
- Subd. 2. Life insurance and accidental death and dismemberment insurance in the amount of \$50,000 shall be carried by the School Board for each full-time teacher, who is qualified for and enrolled in the school district's group life and accidental death and dismemberment plan.

Section 3. Income Protection:

- Subd. 1. Teachers employed fewer than twenty (20) hours per week shall not receive income protection benefits.
- Subd. 2. Disability pay and qualifying period will be governed by the policy in effect. Coverage will be no less than 60% of the base pay when coordinated with other sources of income as described in the insurance policy.
- Subd. 3. After a teacher has been ill for the qualifying period, not to exceed 90 working days, the teacher will use fractional sick absence, if accumulated, for one-third (1/3) day, subject to Subd. 2 above together with the income protection plan for an additional sixty (60) fractional days. An employee who does not wish to use sick days must make the request in writing prior to using fractional sick leave. A maximum of twenty (20) full sick days per illness may be used by the teacher in this manner. When such sick absence is used to supplement income protection, it shall be counted as fractional days worked and be credited toward step advancement on the salary schedule. In no case shall total payment exceed one (1) day's gross pay.
- Subd. 4. As of June 30, 2002, any teacher who has been on long-term disability for more than one year may choose one of the following options:
- a. Retire and receive severance and retiree health insurance (if eligible) as per the Master Agreement or
 - b. Continue to receive employee health insurance benefits until eligible for full retirement in lieu of severance and retiree health insurance.

For those who choose to retire under option A above, the minimum age requirement for severance and retiree insurance benefits (55) will be waived. Article XII, Section 2, Subdivision 1 does not apply.

- Subd. 5. Effective July 1, 2002, teachers who anticipate an extended absence due to a long-term disability shall apply for and will be granted up to a one-year Medical Leave of Absence. The District will continue to make contributions to insurance as per Article VII, Section 1, while the teacher is on medical leave. If a teacher has met the years of service requirement described in Article XII, Section 2, the teacher will receive severance at the time of resignation. In the event a teacher is so physically or mentally incapacitated that they are unable to make a decision, the district will work with the power of attorney and/or next of kin to address employment decisions. Teachers who resign following a year's leave of absence due to disability, will receive a \$500 contribution to their account with the Post-Retirement Healthcare Savings Plan administered by the Minnesota State Retirement System. Terminated teachers will not be eligible for severance. Teachers can continue to participate in health insurance at their expense. For retirement option, see Article XII.

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

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

It is further understood that the School District's only obligation is to provide an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 6. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Except as otherwise provided in this Agreement, upon termination of employment, all School District participation and contribution shall cease, effective on the last working day. However, terminated employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. 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.

- Subd. 1. Each year, all full-time teachers shall earn sick leave at the accumulative rate of 120 hours at the beginning of each school year. Teachers hired after the first day of the school year shall have the 120 hours 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.
- Subd. 2. Effective July 1, 2024. Teachers hired prior to July 1, 2024 may accrue unused Sick Leave may accumulate to one thousand four hundred forty (1,440) hours. Teachers hired after June 30, 2024 may accrue unused Sick Leave to one thousand (1,000) hours.
- Subd. 3. When a teacher has exhausted Sick Leave, the teacher shall have 1/184th of salary for each day of absence deducted from a subsequent payroll.
- Subd. 4. In the event the illness or injury necessitates absence beyond the qualifying period, income protection insurance will ensue in accordance with the existing policy. Excess days, if any, will be available upon return.
- Subd. 5. Teachers currently under contract and employed during summer school may use accumulated Sick Leave if necessary. Such days shall be deducted on a pro-rata basis rounded to the nearest tenth.
- Subd. 6. Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.
- Subd. 7. 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. 8. 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. 9. 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 2. Personal Absence: The purpose of personal absence is to provide protection for the teacher so that the employee not suffer income loss for personal affairs. Teachers should not accept a position with another employer knowing that the schedule of that employer is likely to conflict with the established work schedule of the district.

Subd. 1. Procedure:

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

Subd. 2. Limitations:

- a. Personal absence days may not be used to earn income from another employer.
- b. No more than (2) licensed staff or five percent of the staff, whichever is greater, at any site may use personal absences on a particular day. Personal days will be granted based on the order requested at the site.
- c. Personal absence shall not be granted for appearing before governmental bodies in which the petitioner for personal absence is a participant to any degree, including membership in an organization, in any action brought against the Board of Education of District 191.
- d. In addition to b and c above, personal absence is not to be used for vacation, recreation or leisure-time activities when taken sequentially with a general absence, the day prior to and the day following winter and spring breaks or during the first and last week of the teachers' / work year. Reasons must be given when a personal absence falls sequentially with a general absence or during the first and last week of the teachers' work year. On the days specified, personal absence is for personal affairs, the time and occurrence of which are not within the teacher's control but the nature of which requires the teacher's presence.

Subd. 3. At the beginning of each school year, each teacher shall be credited with two (2) days,

cumulative to three (3) to be used for the teacher's personal absence. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.

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

Section 3. Bereavement Absence:

- Subd. 1. 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. For purposes of this Agreement, family includes a spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews or the equivalent. 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. If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) sick days per year to attend the funeral of a person with whom they have a significant relationship.

Section 4. Civic Duty Leave:

- Subd. 1. Involuntary appearances (i.e., where the employee or an organization in which the employee is a member has not initiated the action) for appearances before governmental bodies, for jury duty, or for military duty (by appropriate orders) shall carry regular compensation from the District. Working as an election judge is a voluntary activity. Teachers who choose to serve as election judges on a scheduled work day must request personal leave to do so.
- Subd. 2. Any remuneration for such appearances shall be deducted from the employee's regular pay from the District with the exception of ordered military service, which is subject to federal law. To receive regular pay the employee must provide to Human Resources verification of hours of on-site duty. Any sum for travel expense shall be retained by the employee.
- Subd. 3. Any other political leave shall be granted in accord with appropriate statute.

Section 5. Organizational Leave:

Members of the bargaining unit who assume a full-time, paid officer position in Education Minnesota, the National Education Association, or the American Federation of Teachers shall be granted annual leave for the duration of their term in office. Such leave shall not count against the 3 year general leave limit.

Section 6. Professional Absence:

- Subd. 1. Teachers may be allowed to attend, with full pay, professional meetings and other activities of a professional nature upon the advance approval of a site's staff development committee. That committee shall determine in advance what expenses, if any, shall be paid by the site.
- Subd. 2. When staff development money is not available from the site staff development committee, the site staff development committee may authorize the teacher to buy Professional Development days at the current rate of experienced substitute pay per half day of absence.
- Subd. 3. The school assumes the responsibility for the substitute teacher in any approved absence.
- Subd. 4. When teachers attend meetings on behalf of the School District and upon the instructions of

the administration, expenses shall be paid by the School District.

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

Section 7. General Absence:

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

Section 8. General Leave of Absence:

- 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 five (5) school years regardless of the FTE of the leave.
- Subd. 5. A teacher may apply for an extended leave of absence for at least three but no more than five years of absence pursuant to MN Statute 122A.46.

Section 9. Paid Parental Leave:

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

teacher must provide the estimated start of a physical disability to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start and end times can be modified by the physician.

- Subd. 3. The teacher is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e., enough time to find a long-term substitute, discuss transition, and provide communication to parents.
- Subd. 4. A teacher who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery shall continue to receive all benefits during the period of illness/disability in accordance with Article VII, Section 3 Long-term disability.
- Subd. 5. A teacher's maternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of disability, do not in and of themselves cause the period of disability to be extended.
- Subd. 6. A paternity leave shall be granted by the District of up to six (6) weeks immediately following the birth or adoption. A paid paternity leave must utilize personal day(s)/sick day(s). A paternity leave shall be granted because of the need to prepare and provide care for a child in conjunction with a birth or adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's paternity 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 absence do not in and of themselves cause the period of absence to be extended.
- Subd. 7. An adoption leave shall be granted by the District of up to six (6) weeks. A paid adoption leave must utilize personal day(s)/sick day(s). An adoption leave shall be granted because of the need to prepare and provide care for a child in conjunction of an adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency or last-minute placement); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's adoption 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 absence do not in and of themselves cause the period of absence to be extended.

Section 10. Parental Leave:

- Subd. 1. Parental leave of absence shall be available to teachers for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent. Only one (1) parent is eligible for parental leave for each pregnancy.
- Subd. 2. Parental Leave – Special Circumstances: Two additional years of parental leave are available on a full-time, full year basis only. Teachers must apply for the full-time, full-year leave by February 1st of the year preceding the leave. Under the terms of special circumstance parental leave, provisions 7, 12, 14, and 15 will apply.

Subd 3.

- a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of the maternity absence.
- b. Upon filing an application for adoption of a child, the employee shall be required to notify the Human Resources Office, in writing, of the teacher's intention to take a parental leave. Such notice to include the estimated date when such leave shall become effective.

Subd. 4. In connection with election to take parental leave, the teacher shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the date following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date need not coincide with a quarter or semester break.

Subd. 5. A parental leave that commences during the first semester of the 2023-2024 contract year shall cease no later than the first day of the 2025-2026 school year. A parental leave that commences during the second semester of the 2023-2024 school year shall cease no later than the first day of the second semester of the 2025-2026 school year. A parental leave that commences during the first semester of the 2024-2025 contract year shall cease no later than the first day of the 2026-2027 school year. A parental leave that commences during the second semester of the 2024-2025 school year shall cease no later than the first day of the second semester of the 2026-2027 school year.

Subd. 6. The actual commencement date of parental leave shall be the return date from maternity absence, or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent.

Subd. 7. If a teacher complies with all the provisions of this Section, a parental leave shall be granted by the employer. The employer shall notify the teacher in writing of its action.

Subd. 8. By mutual agreement, the length of the parental leave may be altered.

Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position. If that position is not active, then to a position for which the teacher is qualified.

Subd. 10. The teacher must return on the return date stated in Subd. 3 unless the teacher requests another return date within ninety (90) days of the expiration of the parental leave.

Subd. 11. A teacher returning from parental leave will be placed on the next higher step on the salary schedule than when parental leave commenced provided the teacher has served three-fourths (3/4) of the agreed upon days in that school year. A teacher serving fewer than three-fourths (3/4) of the agreed upon days will return at the same step that the teacher was on when the leave commenced.

Subd. 12. A teacher returning to employment after parental leave will be credited with the amount of sick absence days accumulated at the commencement of the leave. If the first day of return is the first duty date of a school year, the teacher will also be credited with sick absence days normally earned under Article VIII, Section 1.

Subd. 13. A teacher on parental leave is eligible to participate in group insurance programs if permitted

under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section, except as provided by law.

Subd. 14. A parental leave of absence granted under this Section shall be a leave without pay.

Subd. 15. At the teacher's request, a parental leave may commence at a date preceding childbirth. In such cases, teachers shall not be eligible for sick absence benefits as established in Section 14, Maternity Absence.

Subd. 16. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

Section 11. Professional Leave:

Subd. 1. Professional leave is defined as an approved leave, without pay, for the purpose of improving competence.

Subd. 2. Persons wishing professional leave of absence should make application to the Executive Director of Human Resources three (3) months in advance of the starting date.

Subd. 3. The Board of Education will consider each application on the basis of the recommendation of the Executive Director of Human Resources and contingent upon ability to secure a replacement for the period of time.

Subd. 4. Credit will be given for teaching experience while on an approved leave provided that experience fulfills the requirements of the School District policies on outside experience.

Section 12. Religious Absence: Persons absent for religious observance may exchange a maximum of two (2) days of sick absence or two (2) days of personal absence per year for religious absence under the following conditions:

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

Section 13. Attendance Incentive:

Subd. 1. An employee who as of July 1,

- a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
- b. has taken one (1) or less leave days in current school year, shall have sufficient leave days converted at the rate equal to six hundred and fifty dollars (\$650) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

Subd. 2. An employee who as of July 1,

- a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
- b. has taken more than 1 leave day up to three (3) leave days in the current school year, shall have sufficient leave days converted at the rate of equal to three hundred and ninety dollars (\$390) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

- Subd. 3. An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.
- Subd. 4. “Leave days” include all absences except Bereavement, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.
- Subd. 5. Effective July 1, 2015 the conversion rate for leave days shall be one hundred and thirty dollars (\$130) per day.

**ARTICLE IX
HOURS OF SERVICE**

Section 1. A duty day consists of eight (8) consecutive hours including a duty free lunch. Within the eight (8) hour day, the School District shall set time for performance of duties, instructional preparation, noon supervision and lunch between 10:00 am and 2:00 pm.

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

Section 3. All kindergarten through grade five (5) elementary teachers shall receive fifty-two (52) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten through grade five (5) shall be consecutive. In the event that the School Board exercises its right to extend or shorten the school day, additional or less preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction.

Section 4. When a teacher agrees to give up prep time in response to a request by administration to cover a class during their prep time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay. Effective July 1, 2024 when a teacher is assigned by administration to cover another class combined with their own class for any amount of time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay per hour up to a maximum of three (3) hours at their prorated rate of pay. The maximum amount of pay will not exceed three (3) hours of pay at the prorated rate of pay.

Section 5. A minimum of five minutes of preparation time shall be provided within student contact time of the school day for every twenty-five minutes of instruction time. Preparation time shall be provided in one uninterrupted block during the student day. Exceptions in scheduling secondary preparation time may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.

Section 6. Conference Schedule Dates for parent conferences shall be scheduled 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 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 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 7. Teachers who work part-time schedules are required to attend all non-student contact days and applicable full day professional development trainings for the entire day. In all other instances where a professional development training or meeting is mandatory, the teacher's building administrator will provide 15 days advanced notice of the requirement to attend. For attendance, the teacher will be paid at their pro-rata rate of pay for a full-day minus their daily assignment amount.

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

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

ARTICLE X LENGTH OF THE SCHOOL YEAR

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

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

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

Section 4. The number of duty days in the first year of employment with the District shall not exceed one hundred eighty-seven (187), including not more than one hundred seventy-five (175) student contact days. Any duty day scheduled shall count as a full duty day. **(This paragraph expires June 30, 2024)**

Effective July 1, 2024, teachers hired to the district after April 1st of the proceeding school year are required to participate in an additional 24 hours of Professional Development as assigned by the district in the current school year. Blocks of time scheduled over 4 hours shall include 30 minutes paid for meals. A stipend of \$450 shall be paid at the completion of the 24 hours or prorated accordingly.

Section 5. August Workshop week. A four (4) hour block of workshop week, prior to the open house, shall be dedicated to teacher directed preparation. Another two (2) hour block shall be scheduled during the workshop week.

ARTICLE XI PERSONNEL FILES

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

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

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

ARTICLE XII RETIREMENT

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

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

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

Section 3. Retirement Health Insurance: Teachers retiring under the Early Retirement Incentive (above in Section 2 of this Article) shall be eligible for 100% of the single health insurance premium payable under the following conditions: (No teacher employed after July 1, 1989, shall be eligible for any provision of this section.)

- Subd. 1. The full amount of the single insurance premium shall be capped at its cost at the time of retirement for those retiring at the end of the 2023-2024 and 2024-2025 years. For teachers retiring from a leave of absence, the full amount of the premium for single insurance shall be capped at its cost at the time the teacher went on leave.
- Subd. 2. District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare. If disabled, the teacher must apply for Medicaid/Medicare and notify the district when eligible for Medicaid/Medicare due to disability.
- Subd. 3. District maximum payments shall remain at the identical level established in the year of retirement for the teacher as determined by the applicable single rate of the plan in which the teacher is participating at the time of retirement. Monthly payments to the School District for the balance of the premium shall be made by the retiree to keep the policy in force.

- Subd. 4. Dependent coverage may also be purchased under the conditions outlined in Subd. 3 above.
- Subd. 5. The employee who opts to pay for a full year's coverage (July through June) will not be charged the 2% COBRA management fee. In the event that a death results in a change in premium, the remaining difference shall be returned to the survivor upon request.
- Subd. 6. The District will retain the right to determine the health insurance plan and network.

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

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

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

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

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

Members of the unit who retire as per ARTICLE XII, Section 1 through Section 4 shall have severance disbursed as follows: 50% of the severance amount for which a retiring teacher is eligible plus the employee's portion of health insurance calculated from the time of retirement to the next July 1st shall be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The remainder shall be deposited into a 403(b) plan up to the maximum non-deferral limit for that calendar year. The remainder, if any shall be distributed as one lump sum to the employee 60 days following retirement.

Section 9. 403(b) Vendor Selection:

- Subd. 1. 403(b) Advisory Committee: The district will establish and maintain a 403(b) Advisory Committee. The committee shall be comprised of members of each bargaining unit, with representation determined by the size of the group. Teacher members of the 403(b) Committee shall be appointed by the BEA President.
- Subd. 2. Vendors: The committee recommended the following vendors and a majority of BEA members approved them, effective January 1, 2009. They are: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), and AXA (Equitable). Lincoln Financial Services will only be available to those hired prior to March 1st, 2011. The committee will meet every three years to review performance. The addition or deletion of vendors will be as recommended by the committee and approved by the BEA.
- Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.

Section 10. Matching Contribution Eligibility: A District match to an approved 403(b) vendor is available to

teachers hired on or after July 1, 1989, who 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:

- Subd. 1. Commencing with the 2021-2022 school year, the District will match up to \$1,500 to an approved 403(b) plan.
- Subd. 2. Commencing with the 2021-2022 school year, the District will match up to \$2,250 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the District.
- Subd. 3. Commencing with the 2021-2022 school year, the district will match up to \$3,000 to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.
- Subd. 4. The Seniority list shall be used to determine years of teaching for 403(b) contributions.

**ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE PROCESS
SENIORITY AGREEMENT**

Section 1. Effective July 1, 2018, the purpose of this section is to set forth a plan providing for unrequested leaves of absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 1. Definitions:

Board Priorities: The Board will approve, on an annual basis, staffing retention priorities in August of the current fiscal year using Appendix D-3. The identified priorities shall not be subject to the unrequested leave process.

Probationary Releases: The annual non-renewal of probationary teachers as identified by administration and approved by the Board shall follow MN122A.40 subd. 5. The identification, selection, and approval of probationary teachers to be released is solely at the Board's discretion.

Qualified: For purposes of Article XIII and the placement of teachers on ULA, a teacher is "qualified" to teach in a "subject matter or field" if the teacher is licensed in that subject matter or field and has taught in that subject matter or field for at least 90 duty days or one (1) semester in the previous five (5) years and have acquired continuing contract rights.

Realignment: The District is not required, under any circumstance, to realign positions to different subject matters, fields, licensure areas, or other positions to accommodate the claims of another teacher. Consequently, the District is not required to realign any positions when placing teachers on ULA or when recalling any teachers from ULA.

Subd. 2. Process:

Unrequested leaves of absences shall occur in the following order for all teachers prior to May 15th:

- a. Any teacher teaching under a Tier 1 or Tier 2 license or exemption. Teachers impacted by reductions who are on a Tier 1 or Tier 2 license or exemption will be placed on an Unrequested Leave of Absence if they are not qualified under a Tier 3 or higher license.
- b. Non-qualified teachers. Teachers impacted by reductions who are not qualified per Subd. 1 will be placed on an Unrequested Leave of Absence.
- c. The least senior, qualified teacher. The least senior, qualified teacher within a department or license area will be placed on Unrequested Leave of Absence.

Subd. 3. Recall Provisions:

- a. Teachers will be recalled to vacant positions for which they are qualified in the inverse order in which they were placed on ULA.
- b. The District will not hire a new teacher to fill a vacant position if a qualified teacher is on ULA and is available and willing to accept the vacant position.
- c. The District shall not be required to create part-time positions from full-time positions while placing teachers on or recalling teachers from ULA. No teacher shall have rights to a position with an FTE greater than his or her FTE at the time of placement on ULA.
- d. No full-time teacher will be required to accept recall to a part-time position. If a teacher accepts recall to a position with a lesser FTE than their recall rights provide, they may remain on unrequested leave for the remaining unassigned portion of their FTE. A teacher who declines the offer of reinstatement will remain on unrequested leave at their full FTE but will not receive another offer of reinstatement for a position equal to or less than the offer declined for the remainder of that year. Only offers of reinstatement to a greater FTE than the position declined will be extended to this teacher for the remainder of that school year.
- e. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the leave, may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.
- f. The District will use certified mail, return receipt requested, to notify a qualified teacher on ULA of recall to a vacant position.
- g. It shall be the responsibility of all teachers placed on ULA to maintain a current listing of their name and mailing address in writing in the Human Resources office. Teachers shall have ten (10) business days from the receipt of certified mail or personally served notice of recall to advise the School District in writing of intent to accept or the intent to reject the offer. Failure to so notify the School District within such ten (10) day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
- h. If a teacher waives his or her right to reemployment in the position offered, the position shall be offered to the next teacher on ULA that is licensed and qualified for the position.
- i. A teacher placed on ULA will be eligible for recall for a period of three (3) years.
- j. Pending completion of the recall process, positions may be filled on a temporary basis.

Subd. 4 Termination of Recall Rights.

A teacher's recall rights will terminate if any of the following occur:

- a. Voluntary removal by a teacher of his/her name from the recall list which must be a written request.
- b. Resignation of teaching position.
- c. Retirement.
- d. Discharge or termination of the teacher.
- e. The expiration of three (3) years from the commencement of the ULA without having been recalled.

- f. The expiration or revocation of a valid teaching license.

Subd. 5 Insurance Participation.

Any teacher placed on unrequested leave of absence shall remain eligible for all teacher insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. The teacher must pay the entire premium during the period of such leave. If a teacher is on an ULA and a spouse is employed by the district, the District will only contribute the portion identified under family coverage. Dual employment language will not apply.

Subd. 6 Hearing Rights.

Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subjected to the grievance procedure.

Section 2. Date of Service: The first date of continuous employment in any certificated capacity shall be the date of service in this District for purposes of placement on the seniority list. The seniority date for teachers that have retired from Independent School District 191 and are rehired in any certificated capacity shall be the date of rehire for purpose of placement on the seniority list.

Section 3. Seniority for Leaves of Absence: A teacher will continue to accrue seniority during all leaves of absences.

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

Section 5. Posting of Seniority List: A corrected, up-to-date seniority list and qualified list shall be drawn up by the Human Resources Office by December 15th of each calendar year. The seniority list and qualified list shall be posted in a PDF file on the district website no later than December 15 of each school year, beginning with the 2007 school year. Teachers on an unrequested leave of absence will remain on the seniority list until Recall Rights are terminated per Article XIII, Section 1, Subd.4

Section 6. Grievances: Grievance on seniority placement must be made by February 1 for consideration in staffing for the following year. The seniority list is final as of February 1 and shall be used to determine placements in the event unrequested leaves of absence become necessary.

**ARTICLE XIV
INVOLUNTARY TRANSFERS / TRANSFER REQUESTS**

Section 1. Covered under this Section but not necessarily limited to it are involuntary transfers resulting from:

- a. declining enrollment
- b. reduction in teaching force
- c. closing of schools
- d. programmatic changes
- e. restructuring and realigning of divisions, schools.
- f. If a school has to be reconstituted under ESEA, language applicable to a school closing and the opening of a new school will be followed.

- Subd. 1. Procedure: Before making 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 theatre 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 theatre 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 3. If a teacher is involuntarily transferred to a new site for the upcoming school year, the teacher will be reassigned to their former building if a position for which the teacher is licensed becomes available and the teacher requests to be reassigned prior to August 1 of the same year. Open positions will be posted. It is the responsibility of the teacher to apply to express interest.

Section 4. If a teacher, who volunteers to accept a transfer requests to return to their former assignment by February 1 of the following two calendar years, they will be reassigned to their former building and department if the position is still active.

Section 5. Annual Transfers Requests (ATR):

- Subd. 1. Upon application to the District, all applicants will be considered for vacancies. Final right of selection shall be reserved by the District. If a teacher requests to return to their former assignment by February 1 after completing one calendar year in the new assignment, they will be reassigned to their former building and department if a position is vacant. If a teacher completes two calendar years in the new assignment without requesting to return to their former position they will no longer have rights to the former position.

Section 6. Teacher Exchanges: Two teachers may initiate a position exchange for one year. In order for the exchange to take place each teacher must be properly licensed and the supervisor at both sites must approve the exchange. At the conclusion of the exchange both teachers must return to their previous position.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definition: A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. The representative who hears the Level I and Level II grievances shall not be the same.

Section 2. Level I: In the event that a teacher or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance on the District grievance form to the Executive Director of Human Resources within thirty (30) working days of the occurrence of the grievance. The District representative at Level I shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting. The Association shall be copied all grievance decisions.

Section 3. Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within Level I time lines, the Association may submit the grievance within ten (10) working days of the written disposition to Level II to the Executive Director of Human Resources.

Within ten (10) working days of the receipt of the grievance, the Executive Director of Human Resources shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Chairperson of the Board of Education. The Association shall be copied all grievance decisions.

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

Section 5. Grievance Mediation: A member of the bargaining unit and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to Step Three of the Grievance Procedure. Time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting Step Three within ten (10) days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to the dispute at Level III. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

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

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

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

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

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

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

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

ARTICLE XVI PUBLICATION OF AGREEMENT

Copies of this Master Agreement shall be on the District's web page. The District shall furnish fifty (50) to the Association at cost upon request.

ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2025. The terms of this Agreement shall remain in full force and effect until a subsequent Agreement is adopted.

Negotiations for the Agreement commencing July 1, 2025, may commence when the parties mutually agree, but in no event later than May 1, 2026.

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

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

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


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

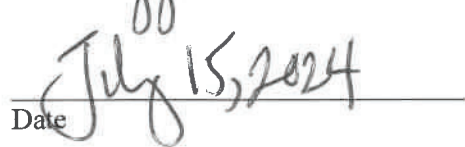
Education officially adopts the Agreement according to statute.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For Burnsville Education Association


Chief Negotiator/BEA


BEA President


Date

For Independent School District 191


Chair - School Board/191


Clerk - School Board/191


Chief Negotiator/191

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

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

Section 2. Seniority. ABE and ECFE teachers shall have seniority rights in the separate ABE and ECFE programs.

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

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

Section 4. Reimbursable Credits.

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

Section 5. Calendar: Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. ABE and ECFE may offer classes year round. The basic work year consists of 184 days beginning the first day of August workshop week. Only hours worked within the 184 days shall count toward FTE, benefits, and step advancement calculation. Classes may be canceled or combined based on enrollment resulting in a reduction of hours.

Section 6. Non-student contact time. The District shall attempt to assign ABE and ECFE teachers' duty hours concurrently whenever possible.

- Subd. 1. In-service shall be at the same ratio as the K-12 program.
- Subd. 2. Conference and Preparation Time: A minimum of five minutes of preparation time shall be provided for every twenty-five minutes of instruction time.
- Subd. 3. A teacher may be required to reasonably participate in activities such as consultation with parents, faculty meetings, open houses, curriculum meetings, minor administrative assignments, and other teaching responsibilities.
- Subd. 4. Teachers who work more than 4.5 hours shall have a paid meal break.

Section 7. Leaves of Absence. Beginning July 1, 1993, ABE and ECFE teachers shall accumulate paid absence leave (Article VIII), prorated based upon hours worked. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status (full-time to part-time or part-time to full-time) the accrued "days" will follow the teacher and be equal in value to the teacher's new status.

Section 8. Group Insurance.

- Subd. 1. Effective July 1, 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 employee will contribute the equivalent value of 5% of 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.
- Subd. 2. Effective July 1, 2023, for 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. 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.
- Subd. 3. Effective with the July 1, 2014, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Section 9. TSA Match.

Effective July 1, 2021, a District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as permitted by MS 356.24 will be made.

- Subd. 1. Commencing with the 2021-2022 school year, the District will match up to \$1,500 to an approved 403(b) plan.
- Subd. 2. Commencing with the 2021-2022 school year, the District will match up to \$2,250 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the -District.
- Subd. 3. Commencing with the 2021-2022 school year, the District will match up to \$3,000 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.

Section 10. Inclement Weather. If an employee is notified not to report for, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence.

Section 11. Career Increment shall be determined based on the Appendix A seniority list as of July 1, 2024.

**ABE/ECFE Wage Schedule Changes
COMPENSATION
2023-2024**

STEP	BA	BA20	BA40	MA	MA20	MA40	MA60
1	\$ 44,280	\$ 46,110	\$ 47,720	\$ 50,020	\$ 50,167	\$ 50,314	\$ 50,462
2	\$ 44,300	\$ 46,140	\$ 47,750	\$ 50,060	\$ 50,207	\$ 50,354	\$ 50,502
3	\$ 44,340	\$ 46,170	\$ 47,780	\$ 50,110	\$ 50,257	\$ 50,404	\$ 50,552
4	\$ 44,950	\$ 46,510	\$ 48,560	\$ 52,420	\$ 52,567	\$ 52,714	\$ 52,862
5	\$ 46,070	\$ 48,020	\$ 50,280	\$ 54,360	\$ 54,507	\$ 54,654	\$ 54,802
6	\$ 48,810	\$ 50,810	\$ 53,300	\$ 57,440	\$ 57,587	\$ 57,734	\$ 57,882
7	\$ 52,930	\$ 53,080	\$ 55,300	\$ 59,780	\$ 59,927	\$ 60,074	\$ 60,222
8		\$ 57,320	\$ 57,870	\$ 62,420	\$ 62,567	\$ 62,714	\$ 62,862
9			\$ 63,040	\$ 65,480	\$ 65,627	\$ 65,774	\$ 65,922
10				\$ 69,260	\$ 69,407	\$ 69,554	\$ 69,702
11				\$ 74,120	\$ 74,267	\$ 74,414	\$ 74,562
12				\$ 80,510	\$ 80,657	\$ 80,804	\$ 80,952
A	\$ 55,940	\$ 61,340	\$ 67,710	\$ 85,120	\$ 85,267	\$ 85,414	\$ 85,562
B	\$ 60,160	\$ 64,900	\$ 71,990	\$ 88,760	\$ 88,907	\$ 89,054	\$ 89,202

**COMPENSATION
2024-2025**

STEP	BA	BA20	BA40	MA	MA20	MA40	MA60
1	\$ 46,060	\$ 47,960	\$ 49,630	\$ 52,030	\$ 52,177	\$ 52,324	\$ 52,472
2	\$ 46,080	\$ 47,990	\$ 49,660	\$ 52,070	\$ 52,217	\$ 52,364	\$ 52,512
3	\$ 46,120	\$ 48,020	\$ 49,700	\$ 52,120	\$ 52,267	\$ 52,414	\$ 52,562
4	\$ 46,750	\$ 48,380	\$ 50,510	\$ 54,520	\$ 54,667	\$ 54,814	\$ 54,962
5	\$ 47,920	\$ 49,950	\$ 52,300	\$ 56,540	\$ 56,687	\$ 56,834	\$ 56,982
6	\$ 50,770	\$ 52,850	\$ 55,440	\$ 59,740	\$ 59,887	\$ 60,034	\$ 60,182
7	\$ 55,050	\$ 55,210	\$ 57,520	\$ 62,180	\$ 62,327	\$ 62,474	\$ 62,622
8		\$ 59,620	\$ 60,190	\$ 64,920	\$ 65,067	\$ 65,214	\$ 65,362
9			\$ 65,570	\$ 68,100	\$ 68,247	\$ 68,394	\$ 68,542
10				\$ 72,040	\$ 72,187	\$ 72,334	\$ 72,482
11				\$ 77,090	\$ 77,237	\$ 77,384	\$ 77,532
12				\$ 83,740	\$ 83,887	\$ 84,034	\$ 84,182
A	\$ 58,180	\$ 63,800	\$ 70,420	\$ 88,530	\$ 88,677	\$ 88,824	\$ 88,972
B	\$ 62,570	\$ 67,500	\$ 74,870	\$ 92,320	\$ 92,467	\$ 92,614	\$ 92,762

APPENDIX B
Title I, School Nurse, Occupational Therapist

Section 1. Title I Teachers:

- Subd. 1. Title I teachers will be placed on the salary schedule based on their training and experience.
- Subd. 2. All contract benefits shall be applicable to Title I teachers.

Section 2. Licensed School Nurses:

- Subd. 1. All licensed school nurses shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed school nurses.
- Subd. 2. For the purposes of initial placement on the salary schedules, the following procedure shall govern:
 - a. Placement on the appropriate lanes shall be commensurate with each nurse's degree level; i.e., R.N. or B.A in nursing.
 - b. Previous public school nursing experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for incoming experience section of this Agreement. Previous nursing experience in District 191 shall be allowed as per Article V, Section 6.
- Subd. 3. A separate seniority list shall be compiled for school nurses.

Section 3. Licensed Occupational Therapists:

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

- Subd. 5. An individual contract will be used for occupational therapists. See Appendix D2.
- Subd. 6. Prior approval for requests to convert continuing education units to lane change credits may be made to the Assistant Superintendent for Instruction and the Staff Development Coordinator, who will recommend number of course credits, comparable to District staff development time commitments, to the Executive Director of Human Resources. Article V, Section 6 shall then apply.

Section 4 Psychologist Interns

- Subd. 1. Beginning with the 2001-2002 school year, the District can employ licensed, psychologist interns. A psychologist intern is an individual that is working as an intern under the direct supervision of a licensed psychologist. The intern must be enrolled in an approved preparation program leading to Board of Teaching licensure. The intern can be employed as an intern for no more than the equivalent of one school year.
- Subd. 2. In the event a psychologist intern is hired the year following completion of their internship as a licensed psychologist, the year of internship will be counted towards satisfying the probationary period.

**APPENDIX C-1
BEA Salary Schedule
2023-2024**

STEP	BA	BA 20	BA 40	BA 60 / MA	MA 20	MA 40	MA 60
1	44,280	46,110	47,720	50,020	52,330	54,490	57,170
2	44,300	46,140	47,750	50,060	52,380	54,520	57,200
3	44,340	46,170	47,780	50,110	52,420	54,570	57,250
4	44,950	46,510	48,560	52,420	56,460	57,380	60,200
5	46,070	48,020	50,280	54,360	59,080	60,180	62,790
6	48,810	50,810	53,300	57,440	60,230	63,050	66,380
7	52,930	53,080	55,300	59,780	62,600	65,150	68,980
8		57,320	57,870	62,420	64,960	68,280	71,610
9			63,040	65,480	68,790	72,370	75,940
10				69,260	72,590	76,150	79,990
11				74,120	77,850	81,590	85,790
12				80,510	84,380	88,420	92,720
A*	55,940	61,340	67,710	85,120	89,530	94,160	99,680
B**	60,160	64,900	71,990	88,760	93,710	98,940	106,110

* A teacher shall be eligible for the first career step A after completing fourteen (14) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

** A teacher shall be eligible for a second career step B after completing nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

Definitions:

Years of experience: The total number of calendar years of licensed teaching experience in and outside of this District. This number is used by the Minnesota Department of Education.

Years in the District: The total number of years of employment in the District, in a licensed position or not.

Seniority: The first date of contract employment as defined by a bargaining group.

Career step: An advancement based on amount of *satisfactory* experience (e.g., a K-12 teacher must work a .75 FTE contract or more to advance a career step on the salary schedule and an ABE/ECFE teacher must work at least 736 hours to advance a career step). See Article V, Section 8.

Pay step: An identification label for the vertical column of a salary schedule.

Longevity: A term not used in the BEA agreement. For non-exempt employees, it typically identifies a remuneration to be paid for calendar years of employment in the District.

Lanes: A descriptive label for the horizontal heading. Lanes describe the educational level for each column in quarter credits.

Credit Conversion Chart

Semester	Quarter
1	1.5
2	3.0
3	4.5
4	6.0

Step Movement: Teachers move down a pay step as they complete each year of satisfactory service in the District. However, teachers who are in a lane with a limited number of steps, remain at that step if they have reached the maximum pay step for that lane. For instance, a teacher with a BA degree who has successfully completed 10 years of service would continue in the BA lane, Step 7. Upon completing 20-quarter credits, the teacher would move to BA+20 lane, step 7.

**APPENDIX C-2
BEA Salary Schedule
2024-2025**

STEP	BA	BA 20	BA 40	BA 60 / MA	MA 20	MA 40	MA 60
1	46,060	47,960	49,630	52,030	54,430	56,670	59,460
2	46,080	47,990	49,660	52,070	54,480	56,710	59,490
3	46,120	48,020	49,700	52,120	54,520	56,760	59,540
4	46,750	48,380	50,510	54,520	58,720	59,680	62,610
5	47,920	49,950	52,300	56,540	61,450	62,590	65,310
6	50,770	52,850	55,440	59,740	62,640	65,580	69,040
7	55,050	55,210	57,520	62,180	65,110	67,760	71,740
8		59,620	60,190	64,920	67,560	71,020	74,480
9			65,570	68,100	71,550	75,270	78,980
10				72,040	75,500	79,200	83,190
11				77,090	80,970	84,860	89,230
12				83,740	87,760	91,960	96,430
A*	58,180	63,800	70,420	88,530	93,120	97,930	103,670
B**	62,570	67,500	74,870	92,320	97,460	102,900	110,360

*A teacher shall be eligible for the first career step A after completing fourteen (14) satisfactory years of service in District 191 (See Article V, Sections 9 and 10)

**A teacher shall be eligible for a second career step B after completing nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

APPENDIX C-3
Co-Curricular Stipend Schedule

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

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Chess	\$ 3,800.00	\$ 2,700.00		
Class Advisor	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Band, Marching	\$ 3,800.00	\$ 2,700.00		
Debate	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Speech	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
FEA	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Cheer, Comp	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
YIG	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Quiz Bowl	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Challenge Fair	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Paper, Editorial	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Band, Pep	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Mock Trial	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Band, Drumline (Fall) <i>Corrected 6.21.16</i>	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Marching Band Visual Drill/Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Drum Line Drill Composer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Computer Club	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play One Act Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
PROUD Advisor	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play, Full Length Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Vocal	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical, Instrumental	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Producer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Set Design	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
NHS (Includes Awards Coordination)	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Flag Line	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Yearbook	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Step Team	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Safety Patrols (Elem)	\$ 2,800.00			
Admin Assistant (Elem)	\$ 2,800.00			
Chorus (Elem)	\$ 1,500.00			
Improv	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Student Council (Elem)	\$ 1,500.00			
Literary Magazine	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Science Fair (Elem)	\$ 1,500.00			
Peer Support/ Helpers	\$ 1,500.00			
Physics Club	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Computer Club (Elem)	\$ 1,500.00			

APPENDIX C-4
EXTRA COMPENSATION

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

Hourly rate, effective July 1, 2014 \$27.50 July 1, 2024 **\$28.50**

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

Hourly rate, effective July 1, 2014 \$21.00 July 1, 2024 **\$21.75**

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

Hourly rate, effective July 1, 2014 \$21.00 July 1, 2024 **\$21.75**

Rate D: HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective July 1, 2014 \$25.00 July 1, 2024 **Pro Rata**

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

Hourly rate, effective July 1, 2014 \$31.25 July 1, 2024 **\$32.25**

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

The School Board of School District 191 of the State of Minnesota enters into this agreement with _____, a legally qualified and certificated teacher who agrees to teach in District 191 for the school year 202__-202__. In consideration, thereof, the School Board agrees to pay said teacher \$ _____ (salary schedule step ____ and lane ____) for basic services.

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

1. Basic Services: Said teacher shall faithfully perform the teaching and other professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to teach in the school of said District as assigned in such grades or subjects for which that teacher has the necessary certification.
2. Duration: This contract is subject to the provisions of M.S. § 122A.40 as amended and to all laws of the State of Minnesota relevant to qualification, certification, employment, termination, and discharge for cause of teachers. Teachers who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee.
3. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
4. Subject to Master Agreement: This contract shall be subject to and consistent with this Master Agreement between the School District and the Exclusive Representative and the provisions of P.E.L.R.A. Laws of Minnesota, as amended.
5. Error: It is mutually agreed that if improper placement is made, for any reason, in accordance with the Master Agreement, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

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

Teacher

Chairperson

Clerk

APPENDIX D-2
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OCCUPATIONAL THERAPIST CONTRACT
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191, Burnsville, Minnesota enters into this agreement with _____, a legally qualified and licensed occupational therapist for the 202__-202__ school year. In consideration thereof, the School Board agrees to pay said occupational therapist \$ _____ (salary schedule step ____ and lane ____) for basic services.

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

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

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

Occupational Therapist

Chairperson

Clerk

Appendix D-3
BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM:

To: Members of the Board of Education
Superintendent Dr. Theresa Battle

From: Stacey Sovine
Executive Director of Human Resources

Date: August 1__, 20__

RE: **Approving Board programming and staffing retention priorities for the 20__-20__ school year.**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVES FOR THE 20__ - 20__ SCHOOL YEAR, THE PROPOSED PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS AND THEIR QUALIFYING CRITERIA IN THE FOLLOWING AREAS:

BE IT FURTHER RESOLVED THAT: STAFFING RETENTION PROTECTION ALIGNS WITH THE DISTRICT 191 STRATEGIC PLAN AND ARE FOR TRAITS SUCH AS UNIQUE SPECIALIZED TRAINING, EXTERNAL CERTIFICATIONS OR LICENSES, LANGUAGE PROFICIENCY, AND RECRUITMENT AND RETENTION OF TEACHERS AND ADMINISTRATORS WITH DIVERSE RACIAL AND ETHNIC BACKGROUNDS. THE STAFFING RETENTION PROTECTIONS DO NOT LIMIT THE BOARD'S ABILITY TO DETERMINE THE PROGRAMS, FUNCTIONS, OVERALL BUDGET, UTILIZATION OF TECHNOLOGY, ORGANIZATIONAL STRUCTURE, SELECTION OF PERSONNEL, ABILITY TO DISIPLINE, AND THE DIRECTION AND NUMBER OF PERSONNEL.

Appendix E
VOLUNTARY PRE-KINDERGARTEN INSTRUCTORS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, voluntary pre-kindergarten instructors fall within the definition of “teacher” for purposes of PERLA and are included within the teachers’ appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a “teacher” for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a voluntary pre-kindergarten instructor does not count toward the individual’s probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A voluntary pre-kindergarten instructor shall serve a probationary period of 208 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of applicable sections of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Voluntary Pre-Kindergarten instructors may be laid off at the School District’s discretion at any time based on the needs of the School District’s programs.

Effective July 1, 2027, A separate seniority list shall be compiled for voluntary pre-kindergarten instructors. The first date of continuous employment in a pre-kindergarten instructor capacity shall be the date of service in this District for purposes of placement on the seniority list. All appropriately licensed pre-kindergarten instructors will be placed at the top of the seniority list according to their date of service followed by the non-licensed.

In the event of job elimination or a reduction in force, the least senior non-licensed pre-kindergarten instructor without a bachelor’s degree will be the first to be placed on layoff. The least senior non-licensed pre-kindergarten instructor with a bachelor’s degree or higher will be second to be placed on layoff. The least senior licensed pre-kindergarten instructor will be third to be placed on layoff. No appropriately licensed pre-kindergarten instructor may be placed on layoff if a non-licensed pre-kindergarten instructor is employed. In the event there are no non-licensed pre-kindergarten instructors, appropriately licensed preschool instructors will be placed on layoff starting with the least senior.

Section 4. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for voluntary pre-kindergarten instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District’s programs. The maximum number of days shall not exceed 208 days and includes time for paid lunch.

Section 5. Compensation: Voluntary pre-kindergarten instructors shall be compensated pursuant to the specific salary schedule, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 6. Conference and Preparation Time: A minimum of five minutes of preparation time shall be provided for every twenty-five minutes of instruction time. Preparation time shall be provided within the work week.

Section 7. Applicable Sections of the Master Agreement: Voluntary pre-kindergarten instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, RECOGNITION,
ARTICLE II, COPIES OF RECORD,
ARTICLE III, STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL
DISTRICT,

ARTICLE IV, TEACHER RIGHTS,
 ARTICLE VII, GROUP INSURANCE,
 ARTICLE VIII, LEAVES OF ABSENCE,
 ARTICLE XI, PERSONNEL FILES,
 ARTICLE XII, Sections 9 and 10, 403(b) MATCHING CONTRIBUTION PLAN,
 ARTICLE XV, GRIEVANCE PROCEDURE,
 ARTICLE XVI, PUBLICATION OF AGREEMENT,
 ARTICLE XVII, DURATION,

APPENDIX C-3, C-4,

APPENDIX D-3.

Section 8. Sections of the Master Agreement Not Applicable: Voluntary Pre-Kindergarten instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE V, COMPENSATION,
 ARTICLE VI, EXTRA COMPENSATION,
 ARTICLE IX, HOURS OF SERVICE,
 ARTICLE X, LENGTH OF THE SCHOOL YEAR,
 ARTICLE XIII, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT,
 ARTICLE XIV, INVOLUNTARY TRANSFERS / TRANSFER REQUESTS.
 APPENDIX A, ADULT BASIC EDUCATION (ABE), EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE),
 APPENDIX B, TITLE 1, SCHOOL NURSE, OCCUPATIONAL THERAPIST,
 APPENDIX C-1 AND C-2 BEA SALARY SCHEDULES,
 APPENDIX D-1, D-2.

**Voluntary Pre-Kindergarten
 208 Day Salary Schedule
 2023-2024**

STEP	BA	BA20	BA40	MA	MA20	MA40	MA60
1	\$ 50,056	\$ 52,124	\$ 53,944	\$ 56,544	\$ 56,711	\$ 56,877	\$ 57,044
2	\$ 50,078	\$ 52,158	\$ 53,978	\$ 56,590	\$ 56,756	\$ 56,922	\$ 57,089
3	\$ 50,123	\$ 52,192	\$ 54,012	\$ 56,646	\$ 56,812	\$ 56,979	\$ 57,145
4	\$ 50,813	\$ 52,577	\$ 54,894	\$ 59,257	\$ 59,424	\$ 59,590	\$ 59,757
5	\$ 52,079	\$ 54,283	\$ 56,838	\$ 61,450	\$ 61,617	\$ 61,783	\$ 61,950
6	\$ 55,177	\$ 57,437	\$ 60,252	\$ 64,932	\$ 65,099	\$ 65,265	\$ 65,431
7	\$ 59,834	\$ 60,003	\$ 62,513	\$ 67,577	\$ 67,744	\$ 67,910	\$ 68,077
8	\$ 59,834	\$ 64,797	\$ 65,418	\$ 70,562	\$ 70,728	\$ 70,895	\$ 71,061
9	\$ 59,834	\$ 64,797	\$ 71,263	\$ 74,021	\$ 74,187	\$ 74,354	\$ 74,520
10	\$ 59,834	\$ 64,797	\$ 71,263	\$ 78,294	\$ 78,460	\$ 78,627	\$ 78,793
11	\$ 59,834	\$ 64,797	\$ 71,263	\$ 83,788	\$ 83,954	\$ 84,121	\$ 84,287
12	\$ 59,834	\$ 64,797	\$ 71,263	\$ 91,011	\$ 91,178	\$ 91,344	\$ 91,511
A	\$ 63,237	\$ 69,341	\$ 76,542	\$ 96,223	\$ 96,389	\$ 96,555	\$ 96,722
B	\$ 68,007	\$ 73,365	\$ 81,380	\$ 100,337	\$ 100,504	\$ 100,670	\$ 100,837

VPK (208 days) – Those without a license remain on BA lane.

**Voluntary Pre-Kindergarten
208 Day Salary Schedule
2024-2025**

STEP	BA	BA20	BA40	MA	MA20	MA40	MA60
1	\$ 52,068	\$ 54,216	\$ 56,103	\$ 58,817	\$ 58,983	\$ 59,149	\$ 59,316
2	\$ 52,090	\$ 54,250	\$ 56,137	\$ 58,862	\$ 59,028	\$ 59,195	\$ 59,361
3	\$ 52,136	\$ 54,283	\$ 56,183	\$ 58,918	\$ 59,085	\$ 59,251	\$ 59,417
4	\$ 52,848	\$ 54,690	\$ 57,098	\$ 61,631	\$ 61,798	\$ 61,964	\$ 62,131
5	\$ 54,170	\$ 56,465	\$ 59,122	\$ 63,915	\$ 64,081	\$ 64,248	\$ 64,414
6	\$ 57,392	\$ 59,743	\$ 62,671	\$ 67,532	\$ 67,699	\$ 67,865	\$ 68,031
7	\$ 62,230	\$ 62,411	\$ 65,023	\$ 70,290	\$ 70,457	\$ 70,623	\$ 70,790
8	\$ 62,230	\$ 67,397	\$ 68,041	\$ 73,388	\$ 73,554	\$ 73,721	\$ 73,887
9	\$ 62,230	\$ 67,397	\$ 74,123	\$ 76,983	\$ 77,149	\$ 77,315	\$ 77,482
10	\$ 62,230	\$ 67,397	\$ 74,123	\$ 81,437	\$ 81,603	\$ 81,769	\$ 81,936
11	\$ 62,230	\$ 67,397	\$ 74,123	\$ 87,145	\$ 87,312	\$ 87,478	\$ 87,644
12	\$ 62,230	\$ 67,397	\$ 74,123	\$ 94,663	\$ 94,829	\$ 94,995	\$ 95,162
A	\$ 65,769	\$ 72,122	\$ 79,605	\$ 100,077	\$ 100,244	\$ 100,410	\$ 100,577
B	\$ 70,731	\$ 76,304	\$ 84,636	\$ 104,362	\$ 104,528	\$ 104,695	\$ 104,861

VPK (208 days) – Those without a license remain on BA lane.

Appendix F
READY TO GROW / READY TO LEARN INSTRUCTORS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, Ready to Grow / Ready to Learn instructors fall within the definition of “teacher” for purposes of PERLA and are included within the teachers’ appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a “teacher” for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a Ready to Grow / Ready to Learn instructor does not count toward the individual’s probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A Ready to Grow / Ready to Learn instructor shall serve a probationary period of 261 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of applicable sections of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Ready to Grow / Ready to Learn instructors may be laid off at the School District’s discretion at any time based on the needs of the School District’s programs.

Effective July 1, 2027, a separate seniority list shall be compiled for Ready to Learn and Ready to Grow instructors. The first date of continuous employment in a Ready to Learn and Ready to Grow instructor capacity shall be the date of service in this District for purposes of placement on the seniority list. All appropriately licensed Ready to Learn and Ready to Grow instructor will be placed at the top of the seniority list according to their date of service followed by the non-licensed Ready to Learn and Ready to Grow instructor.

In the event of job elimination or a reduction in force, the least senior non-licensed Ready to Grow and Ready to Learn instructor without a bachelor’s degree will be the first to be placed on layoff. The least senior non-licensed Ready to Learn and Ready to Grow instructor with a bachelor’s degree or higher will be second to be placed on layoff. The least senior licensed Ready to Learn and Ready to Grow instructor will be third to be placed on layoff. No appropriately Ready to Learn and Ready to Grow licensed instructor may be placed on layoff if a non-licensed Ready to Learn and Ready to Grow instructor is employed. In the event there are no non-licensed Ready to Learn and Ready to Grow instructors, appropriately licensed Ready to Learn and Ready to Grow instructor will be placed on layoff starting with the least senior.

Section 4. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for Ready to Grow / Ready to Learn instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District’s programs. The maximum number of days shall not exceed 261 days.

Section 5. Compensation: Ready to Grow / Ready to Learn instructors shall be compensated pursuant to the specific salary schedule, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 6. Applicable Sections of the Master Agreement: Ready to Grow / Ready to Learn instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, RECOGNITION,
ARTICLE II, COPIES OF RECORD,
ARTICLE III, STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL
DISTRICT,

ARTICLE IV, TEACHER RIGHTS,
 ARTICLE VII, GROUP INSURANCE,
 ARTICLE VIII, LEAVES OF ABSENCE,
 ARTICLE XI, PERSONNEL FILES,
 ARTICLE XII, Sections 9 and 10, 403(b) MATCHING CONTRIBUTION PLAN,
 ARTICLE XV, GRIEVANCE PROCEDURE,
 ARTICLE XVI, PUBLICATION OF AGREEMENT,
 ARTICLE XVII, DURATION,

APPENDIX C-3, C-4,

APPENDIX D-3.

Section 7. Sections of the Master Agreement Not Applicable: Ready to Grow / Ready to Learn instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE V, COMPENSATION,
 ARTICLE VI, EXTRA COMPENSATION,
 ARTICLE IX, HOURS OF SERVICE,
 ARTICLE X, LENGTH OF THE SCHOOL YEAR,
 ARTICLE XIII, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT,
 ARTICLE XIV, INVOLUNTARY TRANSFERS / TRANSFER REQUESTS.
 APPENDIX A, ADULT BASIC EDUCATION (ABE), EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE),
 APPENDIX B, TITLE 1, SCHOOL NURSE, OCCUPATIONAL THERAPIST,
 APPENDIX C-1 AND C-2 BEA SALARY SCHEDULES,
 APPENDIX D-1, D-2.

**Ready to Grow / Ready to Learn
 (261 day) Salary Schedule**

RTG / RTL Salary Schedule 2023-2024		
STEP	Base	
1	\$	42,497
2	\$	44,325
3	\$	46,152
4	\$	47,509
5	\$	48,867
6	\$	50,172
7	\$	51,477
8	\$	53,536
9	\$	55,678
10	\$	57,905
11	\$	60,221
12	\$	62,630
13	\$	65,135
14	\$	67,740
15	\$	70,752
16	\$	70,752
17	\$	70,752
18	\$	70,752
19	\$	70,752
20	\$	71,756

RTG / RTL Salary Schedule 2024-2025		
STEP	Base	
1	\$	44,197
2	\$	46,098
3	\$	47,998
4	\$	49,410
5	\$	50,821
6	\$	52,179
7	\$	53,536
8	\$	55,678
9	\$	57,905
10	\$	60,221
11	\$	62,630
12	\$	65,135
13	\$	67,740
14	\$	70,450
15	\$	73,582
16	\$	73,582
17	\$	73,582
18	\$	73,582
19	\$	73,582
20	\$	74,627


MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. This MOU applies when school is not in session during the summer months to teachers required to attend workshops and professional development out of state.
3. The District agrees to pay \$150 per diem for full days as identified in **Regulation 412 Expense Reimbursement for Travel**. Partial days will be pro-rated by \$50 segments aligned to meal per diems. For example, if a travel day requires a per diem for lunch and dinner, then the teacher would receive \$100 per diem for salary reimbursement.
4. Required in-state professional development and workshops will be paid according to Appendix C-4 of the 2023-2025 Master Agreement. Additional expenses for mileage will be paid according to policy and IRS regulations.

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

Burnsville Education Association
Burnsville, MN 55337



Union Representative

Dated: July 15, 2024

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



Employer Representative

Dated: 7/16/2024

MEMORANDUM OF UNDERSTANDING

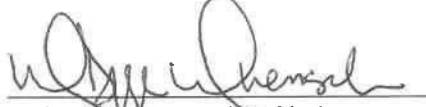
This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Appendix C-3 of the 2023-2025 contract, the following employees shall receive the identified stipend for the activity listed as long as they hold the position or until the amount listed under Appendix C-3 is greater.

Last Name	First Name	Location Description	Description	Amount
BOCKLUND	TIMOTHY	BHS	ALPINE SKIING - HEAD	\$5,063.00
FRENCH	KEITH J	BHS	BAND, MARCHING (FALL)	\$4,006.80
REYNOLDS	CHELSEA L	BHS	SWIMMING - ASST	\$4,708.00
WEBBER	JEFFREY	BHS	TRACK - ASST BOYS	\$4,349.00


This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337


Union Representative Chair

Dated: July 15, 2024

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


Employer Representative

Dated: 7/16/2024

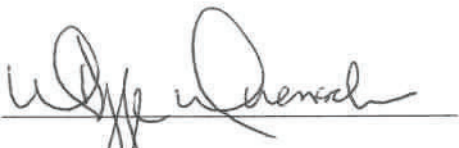
MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. The Union and the School District agree the service provided by “Amplify” is an independent option for certain healthcare services separate from the District’s medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The “Amplify” service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on “Amplify” being able to provide their services to district employees. This service is unrelated to the District’s medical insurance plan.
3. The School District may end its relationship with “Amplify” at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District’s medical plan or negotiated employee benefits.

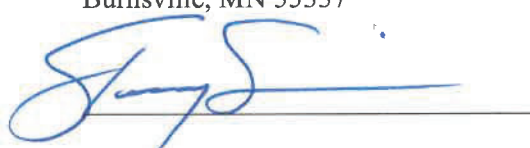
This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337



Union Representative

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



Employer Representative

Dated: July 15, 2024

Dated: 7/16/2024

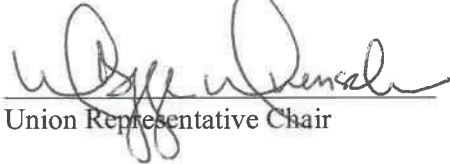
MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. In the event that the District changes its Long-Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short-Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short-Term Disability income per work day on leave.

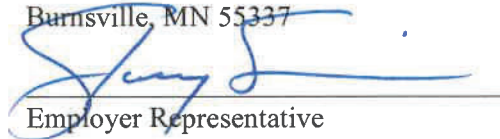
This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337


Union Representative Chair

Dated: July 15, 2024

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


Employer Representative

Dated: 7/16/2024

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. Both parties have identified the following individuals and mutually agreed as a part of negotiations that they will be entitled to completing 14 years of experience within the district on the following dates.
3. The identified individuals will be entitled to benefits under Articles V, VIII, and XII based on the listed dates.
4. The Parties reserve the right to adjust the list before December 31, 2021 with the joint approval of the BEA President and the Executive Director of Human Resources.
5. Between July 1, 2021 and the identified date, a year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. If the employee does not advance a step, the identified date shall be adjusted back accordingly.
6. The MOU is not subject to grievance language.
7. Employees are only entitled to new benefits or pay effective July 1, 2021. There is no back pay for any disputed experience.

Employee	Date completing 14 years of service
Ashley Gravink	June 30, 2029
Jennifer Kennedy	June 30, 2027
Kellie Allman	June 30, 2026
Anne Staum	June 30, 2024
Bryeny Neal	June 30, 2023
Jessica Rau	June 30, 2021

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337


Union Representative Chair

Dated: July 15, 2024

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


Employer Representative

Dated: 7/16/2024


MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. The District has been approved by MDE to have an online school, the Virtual Academy.
3. Both parties understand that students may choose to participate in on-line learning because of their experience this year or over continuing COVID concerns. This makes it difficult to anticipate the final enrollment numbers until it is implemented.
4. The District understands the additional pressure of trying to teach students both in person and on-line simultaneously. It will make every effort to avoid scheduling classes that are simultaneous to the extent possible.

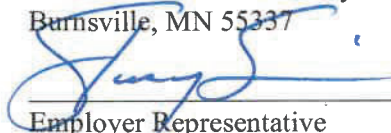
This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337


Union Representative Chair

Dated: July 15, 2024

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


Employer Representative

Dated: 7/16/2024

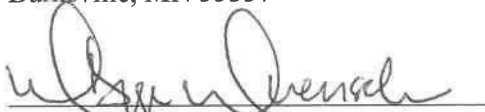
MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Appendix A, Compensation 2023-2024, BA Step 5 (\$46,070), the Union and the District agree that Jessica Northenscold will be paid for 2023-2024, BA Step 5 the annual amount of (\$47,440) prorated to her annual fte.
3. Both parties agree this is to hold Northenscold harmless in her annual salary from the 2022-2023 annual rate.

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

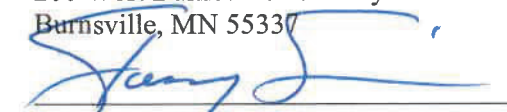
Burnsville Education Association
Burnsville, MN 55337



Union Representative

Dated: July 15, 2024

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



Employer Representative

Dated: 7/16/2024

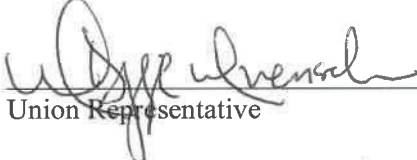
MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Appendix E, Compensation 2023-2024, BA Step 8 (\$59,834), the Union and the District agree that Virginia Hanson will be paid for 2023-2024, BA Step 8 the annual amount of (\$65,198) prorated to her annual fte.
3. Hanson will continue to be eligible to earn step advancement and will be paid an annual amount of (65,198) prorated to her annual fte. This amount will remain in effect until the Appendix E, Compensation for the year exceeds this amount or until she acquires a valid MN teaching license in which her educational experience will determine lane placement at that time.
4. Both parties agree this is to hold Hanson harmless in her annual salary from the 2022-2023 annual rate.

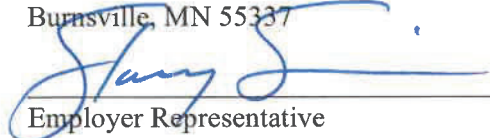
This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2023 through June 30, 2025.

Burnsville Education Association
Burnsville, MN 55337


Union Representative

Dated: July 15, 2024

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


Employer Representative

Dated: 7/14/2024

MEMORANDUM OF UNDERSTANDING

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

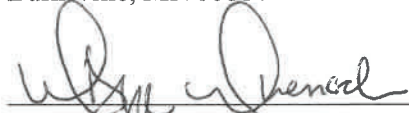
1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Article XII, Section 10, Subd. 1, the following individuals will continue to be eligible for a match up to \$500 annually to an approved 403(b) plan until they complete their probationary period per MN Statute 122A.40.

NAME	
Derusha, Jessalyn	
Fandrich, Kari	
Hanson, Virginia	
Santos, Miya	
Schiffman, Suzanne	
Smith-Lossiah, Sharon	
Watson, Melissa	

3. Both parties agree this is to hold the individuals harmless in their annual 403(b) match rate.

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

Burnsville Education Association
Burnsville, MN 55337


Union Representative

Dated: July 15, 2024

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


Employer Representative

Dated: 7/16/2024

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