

**BOARD AGENDA
INDEPENDENT SCHOOL DISTRICT 191**

Burnsville High School Senior Campus
Diamondhead Education Center
Special Meeting
March 13, 2012
7:30 AM

- I. Call to Order
 - A. Welcome
 - B. Pledge of Allegiance
- II. Business Meeting
 - A. Approve Agenda
- III. New Business
 - A. Approve the proposed revisions and re-adopt the unchanged language in the 2011-2013 collective bargaining agreement with the Burnsville Education Association and Independent School District 191 (Sovine) 2
- IV. Adjourn



HUMAN RESOURCES

AGENDA ITEM: II.A

To: Members of the Board of Education
Superintendent Randy Clegg

From: Stacey Sovine
Human Resources

Date: March 13, 2012

RE: **PROPOSED REVISIONS IN THE 2011 - 2013 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2011-2013 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191

Negotiators for the Burnsville Education Association including Chief Negotiator, Mike Huemoeller, Carol Brennan, Gina O'Reilly, Steve Kraft, and John Maronde met with representatives from the District to negotiate a two year agreement. The parties began negotiating in November and reached a tentative agreement on February 21st, 2012. Members of the District team included Board Members, Ron Hill, Jim Schmid, and Dan Luth, Executive Director of Business Services, Lisa Rider, and Human Resources, Stacey Sovine. BEA members voted on March 8th, 2012.

Highlights of the Agreement include:

1. Clarifying language on managerial rights.
2. Agreement on an MOU to provide BEA president full-time release for 2 years beginning July 1st, 2012.
3. Clarifying language on illness leaves.
4. Voluntary reduction for NEA
5. Additional compensation during fall and spring parent conferences
6. Added language to provide a wellness incentive to sell back up to 5 sick days at \$110 per day for perfect attendance.
7. + .5% on the top step and longevity increments A&B year 1
8. Insurance premiums remain at 80% contribution
9. 0% increase on extra-curricular and activity schedule
10. TRA contribution increase .5% (6%)
11. + .75% on the entire salary schedule year 2
12. TRA contribution increase .5% (6.5%)

Attachments:

Summary of Language Changes

Salary Schedule

MOU

Article III 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.

MOU

Because the BEA and the District continue to explore ways to work cooperatively and collaboratively to benefit the teachers of the District; and the BEA and the District recognize that the BEA President plays a vital role in expanding the cooperation and collaboration both organizations seek; and the BEA and the District recognize that conducting the duties of the BEA President is a time consuming endeavor the BEA President shall be released full-time from his/her teaching duties without loss of pay, benefits, or seniority in order to conduct duties as President.

75% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the contract settlement. The balance of the salary and benefits shall be paid by the BEA to the District. The teacher serving as BEA president shall retain all rights to his/her position. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year.

Article V, Section 8. Subd. 2. Probationary teachers shall be evaluated on competencies identified on the Probationary Teacher Evaluation form (as developed by a joint teacher/District task force). Notification that a probationary employee's contract will not be renewed shall be given according to statutory timelines. by July 1.

Pay Dates for 2011-2012

8/31/11	11/30/11	2/29/2012	5/31/2012
9/15/11	12/15/11	3/15/2012	6/15/2012
9/30/11	12/29/11	3/30/2012	6/29/2012
10/14/11	1/13/12	4/13/2012	7/13/2012
10/31/11	1/31/12	4/30/2012	7/31/2012
11/15/11	2/15/12	5/15/2012	8/15/2012

Pay Dates for 2012-2013

8/31/12	11/30/12	2/28/2013	5/31/2013
9/14/12	12/1/12	3/15/2013	6/14/2013
9/28/12	12/28/12	3/29/2013	6/28/2013
10/15/12	1/15/13	4/15/2013	7/15/2013
10/31/12	1/31/13	4/30/2013	7/31/2013
11/15/12	2/15/13	5/15/2013	8/15/2013

Article V Compensation, Section 13, Subd 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

Article VII Group Insurance, Section 1. Health and Hospitalization Insurance Options:

Subd. 1. Effective July 1, 2011, Ffor all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the base plan, the School District ~~shall contribute the full amount of individual coverage, beginning July 1, 2009, or upon the effective date of an individual's employment. Effective with the March 15, 2010 paycheck and continuing for the remaining 6 months of pay attributed to the 2009-2010 contract year, the district shall contribute 98% of the single premium. Effective at the start of the 2010-2011 school year, the district will contribute the equivalent value of 95% of the single, (composite)~~

premium. The composite premium shall be based on an insurance plan which shall consist of a high deductible insurance plan with a 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan 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. ~~The District contribution for full-time teachers' dependent coverage shall be based upon the rate for the \$20.00 office visit co-pay HMO/PPO program through June 30, 2010. Effective July 1, 2009 through February 28, 2010, a teacher with dependent coverage shall contribute 15% of the monthly premium. Effective with the March 15, 2010 paycheck and continuing for the remaining 6 months of pay attributed to the 2009-2010 contract year, the teacher with dependent coverage shall contribute 18% of premium. The balance of the premium shall be paid by the District. Effective at the start of the 2010-2011 school year, Effective July 1, 2011, a teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.~~ Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

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

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

- teachers on parental leave, working at least .5
- teachers hired prior to July 1, 2006 with a .5 or greater contract
- teachers with a .5 contract prior to July 1, 2006, who temporarily accept an assignment greater than .5, have the right to return to .5 with benefits as per a full-time employee as outlined in Subd. 2.

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

Article VIII, Section 3

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

Subd. 2. The term ~~immediate~~ family is interpreted to mean ~~parent, step parent or former guardian of teacher, spouse of teacher, those who dwell under the same roof and comprise a family or domestic establishment, parent or step parent of spouse, child or step child of teacher, or a dependent living in the immediate household and included as a dependent by the employee in filing federal and state tax returns~~ anyone of personal significance to a teacher.

Subd. 3. Sick and Injured Child Care Leave: Teachers who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an

illness of the employee's ~~child~~ **family member** for such reasonable periods as the employee's attendance with the ~~child~~ **family member** may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets. A "Child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school (M.S. §181.9413).

Article VIII Section 15: **Wellness Incentive:** Any full time Teacher with a minimum of fifty (50) days in their leave bank are eligible to participate in the incentive of selling back leave days at \$110 per day contributed to the employee's 105 account. Leave days include all absences except Bereavement and District Professional leave days.

The eligibility for conversion will be based on the following schedule.

<u>Leave Days Used In Previous Year</u>	<u>Number of days Allowed to Sell</u>
1 or less days	5 leave days at \$110 per day
Greater than 1 day, up to 3 days	3 leave days at \$110 per day

Subd. 3 Any elementary school teacher who has a principal approved conference scheduled in excess of the 14.75 hours of conferences as designated by the contract in subd. 1 for spring and fall conferences will be compensated on a pro rata basis of their daily rate of pay.

Article XII Retirement Section 3 Subd. 1 The full amount of the premium for the lowest-cost single HMO/PPO shall be capped at its cost at the time of retirement for those retiring at the end of the ~~2009-2010~~ **2011-2012** and ~~2010-2011~~ **2012-2013** years. For teachers retiring from a leave of absence, the full amount of the premium for the lowest cost, single HMO/PPO shall be capped at its cost at the time the teacher went on leave.

**APPENDIX C-1
BEA Salary Schedule
2011 - 2012**

STEP	BA	BA+20	BA+40	BA+60	MA+20	MA+40	MA+60
				MA			PHD
1	34,810	36,260	37,530	39,350	41,170	42,860	44,990
2	34,830	36,290	37,560	39,380	41,200	42,890	45,020
3	34,870	36,320	37,590	39,410	41,230	42,920	45,050
4	35,540	36,780	38,420	41,440	44,660	45,380	47,630
5	36,420	37,980	39,770	42,980	46,710	47,610	49,650
6	38,600	40,190	42,150	45,440	47,650	49,880	52,520
7	41,860	41,990	43,750	47,290	49,520	51,550	54,580
8		45,330	45,760	49,370	51,390	54,010	56,660
9			49,870	51,800	54,420	57,250	60,080
10				54,790	57,420	60,250	63,280
11				58,640	61,580	64,560	67,900
12				63,710	66,750	69,970	73,360
* A	44,180	48,460	53,480	67,240	70,730	74,410	78,770
* B	47,280	51,000	56,590	69,770	73,670	77,790	83,420

**APPENDIX C-2
BEA Salary Schedule
2012-2013**

STEP	BA	BA+20	BA+40	BA+60/	MA+20	MA+40	MA+60
				MA			/PHD
1	35,080	36,540	37,820	39,650	41,480	43,190	45,330
2	35,100	36,570	37,850	39,680	41,510	43,220	45,360
3	35,140	36,600	37,880	39,710	41,540	43,250	45,390
4	35,810	37,060	38,710	41,760	45,000	45,730	47,990
5	36,700	38,270	40,070	43,310	47,070	47,970	50,030
6	38,890	40,500	42,470	45,790	48,010	50,260	52,920
7	42,180	42,310	44,080	47,650	49,900	51,940	54,990
8		45,670	46,110	49,750	51,780	54,420	57,090
9			50,250	52,190	54,830	57,680	60,540
10				55,210	57,860	60,710	63,760
11				59,080	62,050	65,050	68,410
12				64,190	67,260	70,500	73,920
*A	44,520	48,830	53,890	67,750	71,270	74,970	79,370
*B	47,640	51,390	57,020	70,300	74,230	78,380	84,050

Memorandum of Understanding

Between

The Burnsville Education Association and the School Board of Independent School District #191

Effective July 1, 2012, the following language supersedes ARTICLE IV, Section 11, Subd 5. in the 2011 - 2013 Master Agreement:

Context: Because the BEA and the District continue to explore ways to work cooperatively and collaboratively to benefit the teachers of the District; and the BEA and the District recognize that the BEA President plays a vital role in expanding the cooperation and collaboration both organizations seek; and the BEA and the District recognize that conducting the duties of the BEA President is a time consuming endeavor, the BEA President shall be released full-time from his/her teaching duties.

Subd 5. The BEA president shall be released full-time effective July 1, 2012 through June 30, 2014 without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time.

The BEA shall compensate the district 25% of the average salary and benefits of the teacher's unit per year. 75% of the cost of the average salary and benefits of the teacher's unit shall be incorporated into the 2011 - 2013 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

This Memorandum of Understanding expires June 30, 2014 unless renewed upon ratification and board approval of the 2013 - 2015 Master Agreement

Chief Negotiator/BEA

Chair - School Board/191

Date

Date