



# Collective Bargaining Agreement

Between

**Education Minnesota – Barnum**

Local #2111

and

**Independent School District No. 91**

3675 County Road 13, Barnum, MN 55707

**FY 2023–2024 and 2024–2025**

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## ARTICLE I

### PURPOSE

**SECTION 1. PARTIES:** This agreement is entered into between Independent School District No. 91, Barnum, Minnesota, hereinafter referred to as the School District, and Local #2111 of Education Minnesota-Barnum, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**SECTION 1. RECOGNITION:** In accordance with the P.E.L.R.A., the School District recognizes Local #2111, Education Minnesota-Barnum, as the exclusive representative of teachers employed by the School District. As the exclusive representative, the Union shall have those rights and duties as prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.

**SECTION 2. APPROPRIATE UNIT:** The Union shall represent all the teachers of the District as defined in this Agreement and in said Act.

## ARTICLE III

### DEFINITIONS

**SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:** According to the P.E.L.R.A. the term, "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

**SECTION 2. TEACHER:** The term, "teacher", shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, elementary and secondary principals, part-time employees whose services do not exceed 14 hours per week or 35% of a normal work week in this District or employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year and emergency employees.

**SECTION 3. FULL-TIME TEACHER:** The term full-time teacher as used in this agreement shall mean any teacher who works a full day schedule and a full duty year schedule.

**SECTION 4. PART-TIME TEACHER:** The term part-time teacher as used in this agreement shall mean any teacher who works less than a full day schedule or a full duty year schedule.

**SECTION 5. UNION:** The word Union as used in this Agreement, means the Education Minnesota-Barnum, which is the exclusive representative for all teachers.

**SECTION 6. OTHER TERMS:** Terms not defined in this Agreement shall have those meanings defined by the P.E.L.R.A.

**SECTION 7. SCHOOL DISTRICT:** For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

## ARTICLE IV

### SCHOOL DISTRICT RIGHTS

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**SECTION 2. MANAGEMENT RESPONSIBILITIES:** The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS:** The Union recognizes that all teachers covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by the agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws and valid rules, regulations and order of state and federal governmental agencies. Any provision of this Agreement found to be in violation

of any such laws, regulations, directives or orders shall be null and void and without force and effect.

**SECTION 4. RESERVATION OF MANAGERIAL RIGHTS:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## ARTICLE V

### TEACHERS' RIGHTS

**SECTION 1. UNION MEETINGS:** Union meetings may be held in any building of the District by notifying the building principal, provided they are not in conflict with any other scheduled meetings or class time.

**SECTION 2. DUES CHECK OFF:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in eighteen (18) equal installments, beginning the first pay day in October. The School District may not unilaterally stop dues collection unless they are authorized to do so by the exclusive representative.

**SECTION 3. PERSONNEL FILES:** Pursuant to M.S. 122A.40, Subd.19, as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. The School District, however, retains the right to destroy all files as provided by law.

### **SECTION 4. VACANCIES AND TRANSFERS:**

**Subd.1.** If the School Board determines that a vacancy exists, the Superintendent will post notice of such vacancy, as it occurs, in each school building. Teachers who desire to apply for other teaching vacancies shall make a written application to the Superintendent within two calendar weeks from the date on which the vacancy was posted. The granting of such requests shall be at the discretion of the School District. During the summer, the Superintendent will notify the Union president by email of vacancies and post such positions.

**Subd.2.** Teachers who desire a change in grade or subject assignment or who desire to transfer to another building may file a written statement of such

desire with the Superintendent. Such statements shall include the grade or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred. Such requests for transfers and reassignments for the following year shall be submitted no later than April 20.

**Subd.3.** The Superintendent will consider seniority, major and minor fields of study, and other pertinent criteria when assigning teachers. Prior to reassignment of a teacher, the Superintendent or his/her designee will confer with the teacher regarding the nature and reason for the reassignment.

**Subd.4.** An effort will be made to complete all assignments for the following year prior to the close of the preceding school year. As soon as practical, the Superintendent shall post in each school a schedule of teaching and nonteaching assignments for the following school year.

**Subd.5.** Room Changes: Teachers will be compensated up to 8 hours at \$25/hour to pack up their rooms after contracted days. Voluntary moves will not be eligible for compensation. Superintendent may make an exception to the restriction to this provision with their discretion.

## ARTICLE VI

### SALARY AND OTHER PAYMENTS

#### **SECTION 1. BASIC COMPENSATION**

**Subd.1. 2023-2024 Rates of Pay:** The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2023-2024 school year. Teachers who teach one-half year or more shall advance one increment on the salary schedule. Teachers who are less than half-time will have their increment advancement prorated according to their number of hours employed.

**Subd.2. 2024-2025 Rates of Pay:** The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2024-2025 school year. Teachers who teach one-half year or more shall advance one increment on the salary schedule. Teachers who are less than half-time will have their increment advancement prorated according to their number of hours employed.

**Subd.3.:** Teachers shall automatically advance one step on the salary schedule over their previous school year placement.

**SECTION 2. STATUS OF SALARY SCHEDULE:** The salary schedules are not to be construed as part of a teacher's continuing contract, and the School District reserves the right to withhold increment advancement for just cause. The School Board shall give written notice and the reason for such action, based upon the nature and the extent to which supervision was given.

**SECTION 3. PLACEMENT ON SALARY SCHEDULE:** The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedules.

**Subd.1. BA:** Shall require the successful completion of a four-year course at a teacher training institution with the granting of a license to teach by the State of Minnesota.

**Subd.2. Credits:** Shall mean the credit value given by a graduate school on a semester-system calendar of a course in the field of education. One semester credit is equivalent to 1.5 quarter credits.

**Subd.3. District In-service:** One graduate credit, to a maximum of four (4), shall be allowed for each ten hours of District In-service held at times other than normal paid hours and which has been pre-approved in writing by the Superintendent of Schools.

**Subd.4. Undergraduate Credits:** Eight undergraduate credits may be allowed for advancement on the salary schedule. The credits may be applied to any lane, but no more than a total of eight undergraduate credits will be allowed per teacher. These must be taken at a teacher training institution and are subject to pre-approval in writing by the Superintendent.

**Subd.5. Vocational Certification:** If vocational certification is required by the District, and if work experience is a requirement for vocational certification or renewal, the teacher may receive the equivalent of four (4) credits toward a 10-credit lane change on the salary schedule. Such credits may be earned at the rate of 180 hours of pre-approved work experience equaling one semester credit. The maximum credits that can be earned by work experience for vocational certification during a teacher's career with the District shall be 16.

**Subd.6. Germane:** Credits of any kind, to be considered for application on any lane of the salary schedule, must be germane to teaching as determined by the School District or in a Master's Degree Program approved in writing by the School District. To apply to the salary schedule, credits beyond the Bachelor's Degree must be graduate credits, except as stated in Subd.4 in this Section, and carry a grade equivalent of B or higher. In the event the pass/fail method is used, a pass grade equivalent is acceptable.

**Subd.7. Pre-approval:** All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent in writing prior to the taking of the course. Exceptions to this requirement may be made by the Superintendent in extraordinary circumstances.

**Subd.8. Lane Change Effective Date:** Individual contracts will be modified to reflect qualified lane changes twice every school year effective at the beginning of the school year and at the beginning of the second semester

provided an official transcript of qualified credits is submitted to the Superintendent's office no later than September 15 or February 1 of each year. Official grade reports will be acceptable prior to receiving an official transcript. Credits submitted after September 15 or February 1, even though otherwise qualifying, shall not be considered until the next date of acceptance.

**Subd.9. Master's Degree Lanes:** A teacher shall be paid on the Master's Degree Lane or higher only if he/she has completed a higher degree program that is germane to teaching assignment as approved by the School District. Higher degree programs must be pre-approved in writing by the Superintendent prior to enrollment in the program.

**Subd.10. Prior Experience:** Service in the Barnum School District shall be counted in full. Outside experience shall be counted as the number of years taught within the past eight (8) years up to a maximum of five (5) years within the said eight-year period. Teachers serving in the military after at least one year of teaching experience in the School District shall be credited with one year of teaching experience for each year of compulsory service. Such service in the military shall not be used to establish tenure.

**SECTION 4. PAY DAY:** Paydays shall be on the 15<sup>th</sup> and last day of each month. In the event these dates shall fall on a weekend, payday shall be on the last Friday prior to the 15<sup>th</sup> or the last day of the month. Paydays will occur in 24 equal installments. Employees who are put on ULA, resign, or leave the district will receive the balance of their contracted pay by June 30th.

**SECTION 5. PAY DEDUCTION:** Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

**SECTION 6. EXTRA PAY:**

**Subd.1.** Every effort will be made to secure a certified substitute teacher before a full-time certified teacher is asked to serve as a substitute during their preparation period. Full-time teachers covering another teacher's class during scheduled preparation time shall be paid at a rate of \$25 per period beyond their normal rate of pay. Teachers may elect instead to bank this time up to a maximum of eight (8) hours and take it off as additional personal leave time. Personal leave time must be used in increments of a half or whole day. Maximum of one (1) personal leave day per year can be earned through this banking process. All unused banked time will be paid out at the end of the school year at the rate of \$25 per period.



When the daily schedule uses block classes of eighty (80) minutes, teachers that substitute during their prep period shall be paid at a rate of \$43.00 per block. Teachers may elect to bank this time to a maximum of four (4) blocks and take it off as an additional personal leave time. All unused block bank time will be paid out at the end of the school year at the rate of \$43.00 per block.

**Subd.2.** No teacher shall be required to substitute during their preparation period for more than two (2) consecutive days without voluntarily doing so.

**Subd.3.** If a teacher is pulled to teach another class, the teacher will receive an additional \$75 for a full day or \$37.50 for a half-day on top of their regular pay.

**Subd.4.** Homebound instruction will be paid \$25/hour for actual instructional time plus a set preparation time (20 minutes for each hour of instruction).

**Subd.5.** A teacher shall have the following options for receiving extra pay: (1) the activity salary divided into each paycheck that falls during the activity or (2) at the conclusion of the activity.

**Subd.6.** If elementary classes are combined to one teacher, \$25 per 45 minutes sub pay will be given in addition to salary.

## **SECTION 7. MILEAGE ALLOWANCE:**

**Subd.1.** Mileage allowance for teachers who must commute between schools or between school districts within the school day for teaching duties shall be paid at the current District mileage rate.

**Subd.2.** Mileage allowance for teachers who are permitted by the Superintendent to go to professional conferences during school time shall be paid at the current District mileage rate.

**Subd.3.** Mileage allowance for teachers who must drive to students' site of instruction for homebound instruction shall be paid at the current District mileage rate.

**SECTION 8. OTHER PAY POLICIES:** Teachers will be paid \$25/hour for extra classroom instruction, curriculum development, or other approved (by Superintendent/administration) professional activities. Monitoring activities, beyond assigned teaching duties that do not involve professional work by a certified teacher will be paid at the rate of \$16/hour. Whenever possible, however, a certified teacher will be offered these monitoring opportunities before they are offered to a non-certified worker.

**SECTION 9. ADDITIONAL DAYS:** With the Superintendent's prior approval, the Technology Coordinator and individuals who work beyond the regular school year to

perform extended school year services will be paid at their regular daily rate of pay for the additional day(s).

## ARTICLE VII

### GROUP INSURANCE

**SECTION 1. VEBA PLAN:** The parties have agreed to participate in a Voluntary Employees' Beneficiary Association (VEBA) pursuant to Section 501(c)(9) of the Internal Revenue Code and the adoption of a health reimbursement arrangement account for active employees. The parties intend to execute a VEBA plan and trust agreement in a separate letter of agreement to facilitate the benefits of the health and hospitalization provisions of this Article.

#### **SECTION 2. ELIGIBILITY:**

**Subd.1.** Full-time teachers will be eligible for the full benefits of this Article. Teachers working half-time or more, but less than full-time, will be covered by the provisions of this Article but with a pro rata School District contribution based upon the teacher's student contact time. Teachers working less than half-time (less than 3.5 hours per day or less than 90 days per year), will not be eligible for the provisions of this Article. Notwithstanding the provisions of this Section, those teachers identified in the separate Letter of Agreement, who are presently working at least one-half time but less than full-time, will retain the full health insurance contribution as provided in Section 4 hereof.

**Subd.2.** Also, teachers employed full-time prior to September of 2001, shall retain eligibility for full benefits of this article if their position is reduced by the School District to not less than half-time during the term of this agreement.

**SECTION 3. SELECTION:** The selection of the insurance policies shall be determined by the School District, subject to state and federal laws.

#### **SECTION 4. HEALTH AND HOSPITALIZATION INSURANCE:**

**Subd.1. Single Coverage:** Effective September 1, 2023, the School District shall contribute a sum not to exceed \$450 per month toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective September 1, 2024, the School District shall contribute a sum not to exceed \$450 per month. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd.2. Family Coverage:** Effective September 1, 2023, the School District shall contribute a sum not to exceed \$1,257 per month toward the premium for family coverage for each full-time teacher employed by the School

District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective September 1, 2024, the School District shall contribute a sum not to exceed \$1,257 per month. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd.3. Spouses:** When both spouses are employed by the School District and are covered under the same insurance plan, one spouse may elect to apply the dollar amount for single coverage to the family coverage.

**Subd.4. VEBA Health Reimbursement Arrangement Account:**

A. In addition to the contribution as provided in Subdivisions 1 and 2 hereof, the School District will contribute to the VEBA Health Reimbursement Arrangement Account for eligible teachers as identified in Section 2 hereof toward the teacher's individual VEBA account, which contribution will be available to the teacher as outlined in the VEBA plan and trust agreement as provided in a separate Letter of Understanding as follows:

**FY 2023-2025**

Single Contribution	\$1,020/per annum
Family Contribution	\$2,040/per annum

B. The School District's contribution shall be made in two equal installments, the first by September 15 and the second by January 15 of each year covered by this agreement.

C. In the event that an eligible teacher begins participation in the insurance program as provided in Section 4 hereof, but after the School District contribution dates as provided in this subdivision, the School District's contribution will be reduced pro rata reflecting the time that the teacher is a member of the insurance program.

**SECTION 5. LIFE INSURANCE BENEFITS:** The School District shall contribute the full cost of a \$30,000 Term Life Insurance Policy for each full-time teacher.

**SECTION 6. DISABILITY INSURANCE:** The School District shall purchase individual disability insurance coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's disability insurance plan. The benefit package shall be 66.67% of the teacher's base salary with an elimination period of 60 working days.

**SECTION 7. RETIREMENT BENEFIT – HEALTH INSURANCE:**

**Subd.1.** Eligible teachers, as provided in Section 2 of this Article, and who have reached the age of 55 and have completed 20 years of continuous service

in the School District, and are eligible for a retirement benefit from the State of Minnesota pursuant to Minn. Stat. 471.61, shall be eligible for a health insurance contribution by the School District as provided herein.

**Subd.2.** Effective November, 2003, an eligible teacher as described in Subd.1 hereof, upon retirement shall receive a health and hospitalization insurance contribution from the School District in the amount of \$340 per month.

**Subd.3.** The period of contribution by the School District as provided herein, shall continue until the teacher becomes eligible for Medicare.

**Subd.4.** Any amount in excess of the School District's contribution, or for family contribution, shall be paid by the teacher each month in advance of the due date of the premium on the date prescribed by the School District.

**Subd.5.** Teachers hired after June 30, 2014, upon retirement, will not be eligible for a health and hospitalization insurance contribution from the District. Upon retirement, teachers may remain in the District's Health Insurance plan provided they pay the monthly single or family premium in advance.

**SECTION 8. CLAIMS AGAINST THE SCHOOL DISTRICT:** It is understood that the School District's only obligation is to purchase 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 by an insurance carrier.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### **SECTION 1. SICK LEAVES:**

**Subd.1.** All teachers will earn sick leave at the rate of 15 days, prorated, credited at the beginning of the school year, for each year of service in the employ of the School District. For example, a teacher working 3.5 hrs/day for a full year will earn 15 days at 3.5 hrs/day, and a teacher working 90 full days a year will earn 7.5 days of sick leave. Should a teacher leave the employ of the School District during the school year, sick leave credited in that year will be prorated to the number of whole months that they actually worked at the rate of 1.66 days per month.

**Subd.2. Maximum Accrual:** Annual sick leave shall accrue to a maximum credit of one hundred ninety (190) days of sick leave per teacher.

**Subd.3. Reasons:** Sick leave with pay shall be allowed whenever a teacher's absence is due to the teacher's illness or disability. Sick leave may be used for elective surgery at the discretion of the Superintendent.

- A. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- B. An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:
- (1) "domestic abuse" has the meaning given in section 518B.01;
  - (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
  - (3) "harass" and "stalking" have the meanings given in section 609.749.
- C. An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- D. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- E. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- F. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

**Subd.4. Evidence of Illness:** The final determination as to the eligibility of a teacher for sick leave is reserved to the School District. If there is reasonable

cause to believe that a claim is questionable, a doctor's certificate may be required verifying such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised. If there is a charge for obtaining the certificate, the School District will pay the cost.

**Subd.5.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

**Subd.6.** Sick leave pay shall be approved only on the submission of a signed request upon the authorized sick leave request form available at the District Office.

**Subd.7.** Will follow state statute for Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption: Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

- A. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-section accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.
- B. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- C. If a teacher requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.
- D. Paid sick leave is dependent upon the number of sick days a teacher has accumulated.

**Subd.8. Sick Leave Bank:**

- A. Purpose: The purpose of the Sick Leave Bank is to provide additional sick leave to those members of the bargaining unit who have exhausted their sick leave and have a "medical emergency," defined as "a medical condition of the employee or family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave otherwise available."

- B. Qualifications: To qualify for leave under the Sick Leave Bank:
1. Employees must be contributing members of the Sick Leave Bank.
  2. Employees must have exhausted all accrued negotiated leave.
  3. Employees must provide written verification by an attending physician and submit a written application requesting sick leave days.
  4. Leave to care for relatives and children with a medical emergency will follow the eligibility and limitations of Minnesota Statutes Chapter 181.
  5. Employees who are collecting benefits from long-term disability or workers' compensation will not be eligible to access the Sick Leave Bank. Upon a determination of eligibility for TRA/PERA disability benefits, Sick Leave Pool benefits will cease. A teacher initially denied LTD or workers compensation who ultimately collects benefits will be responsible to cooperate in the repayment of the sick leave bank to the extent permissible.
  6. Employees who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
- C. Membership: Participation in the Sick Leave Bank will be determined as follows:
1. In order to establish the Sick Leave Bank, each employee who wants to join will donate one (1) sick leave day. Employees who wish to enroll must do so by September 15.
  2. At the time of hire, Employees will fill out the Sick Leave Bank Enrollment form. If they enroll in the Sick Leave Bank they will contribute (1) sick leave day.
  3. At such time as the Sick Leave Bank balance dips below 30 days, all members will contribute one (1) day each. Employees who opt out of this contribution will no longer be members of the Sick Leave Bank and will lose eligibility for its benefits. Employees may rejoin the Sick Leave Bank when they make the next requested contribution.
- D. Administration: The Sick Leave Bank will be administered in the following way:
1. An employee must apply for benefits under the Sick Leave Bank by completing the necessary application form.
  2. Application will be submitted to the District Office.
  3. Upon receiving an application, it will be brought forward to the Sick Leave Bank committee, comprised of the Union President, an Administrator, and two union members.
  4. In the event an application is denied, the employee may appeal such denial to a committee made up of three members representing the bargaining unit member and two members representing the School District, one shall be a board member.

These individuals may not currently be on the Sick Leave Bank committee.

- E. Accounting: The District shall provide an accounting of the status and use of the Sick Leave Bank at the end of each contract year.
- F. Donated Days Irretrievable: All days donated to the Sick Leave pool shall be irretrievable by the donor except as provided herein.
- G. Severability: In the event the Sick Leave Bank is dissolved, all days shall be returned to those participating in the Bank. All members will receive an equal number of days, except that in no case will anyone receive more days than they contributed to the Bank.
- H. Maximum Benefit: The maximum Sick Leave Pool benefit shall be 20 days.

**Subd.9. Earned Safe and Sick Time (ESST):** Effective January 1, 2024, and each school year thereafter, the first forty-eight (48) hours of sick leave accrued shall be designated as ESST. ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

**SECTION 2. WORKER'S COMPENSATION:** Pursuant to Minnesota Statutes, Chapter 176, a teacher injured on the job in the service of the School District and collecting Workers' Compensation Insurance may draw sick leave and receive full salary from the School District. The salary will be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance shall be deducted from accrued sick leave.

**SECTION 3. BEREAVEMENT LEAVE:**

**Subd.1.** A maximum of five school days for each occurrence, to be deducted from teacher's sick leave, shall be granted in case of death of teacher's spouse, parent or child.

**Subd.2.** One (1) school day for each occurrence with a maximum of five school days per year, to be deducted from employee's accumulated sick leave, shall be granted in the case of death of:

- A. Parents in-law
- B. Stepparents
- C. Grandparent of teacher or spouse
- D. Grandchild
- E. Sibling of teacher
- F. Sibling-in-law of teacher



#### **SECTION 4. EMERGENCY LEAVE:**

**Subd.1.** A maximum of five (5) school days of emergency leave per year, prorated for part-time employees, to be deducted from the employees sick leave shall be granted with Superintendent approval, for serious medical or personal emergency involving employee, anyone living in the household and parents or employee's property, for serious illness in the immediate family when necessary care cannot otherwise be obtained, funeral services for relatives or close friends not covered by bereavement leave, court appearances, tax audits.

**Subd.2.** Any absence other than the allotted sick leave, bereavement leave, or emergency leave shall result in pay deductions equal to the daily earned wage of the absent teacher.

**Subd.3.** The School District may grant more than the allotted five days of emergency leave upon the written request of the teacher involved. Substitute wages will be deducted from the teacher's pay in this event.

**SECTION 5. PERSONAL LEAVE:** At the beginning of each school year, each teacher shall be credited with personal leave days as provided in Subds.1 and 2 hereof, to be used for the teacher's personal use.

**Subd.1.** Teachers with less than 15 years of experience in the Barnum School District shall be granted two personal leave days per year and may accumulate up to 4 days.

**Subd.2.** Teachers who have completed 15 or more years of experience in the Barnum School district shall be granted three personal leave days per year and may accumulate up to 5 days.

**Subd.3.** The notice of leave must be submitted to the Superintendent in writing at least three days in advance, except in cases of emergency. Personal days will be granted by date of request for not more than two teachers per building. If a sub is available, more than two teachers may be allowed to use a personal day with administrative approval. Days will be granted by date of request.

**Subd.4.** Personal leave may be taken in increments of four hours or more and may be consecutive days.

**Subd.5.** Personal leave may not be taken during Parent-Teacher Conferences, in-service workshop days, or during the first five student days of the school year. The Superintendent may make an exception to the restrictions of this provision in his/her discretion.

**SECTION 6. JURY SERVICE:** A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service, minus mileage and meal allowance, shall be remitted to the School District.

**SECTION 7. MILITARY LEAVE:** Military leave shall be granted pursuant to applicable law.

**SECTION 8. CHILD CARE LEAVE:**

**Subd.1.** A child care leave may be granted by the School District, subject to the provisions of this section, to one parent of an infant child, provided such parent is caring for the child.

**Subd.2.** A teacher making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the leave.

**Subd.3.** If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd.4.** The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year (i.e. winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year or the like).

**Subd.5.** In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- A. Grant any leave more than twelve months in duration.
- B. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

**Subd.6.** A teacher returning from child care leave shall be reemployed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

**Subd.7.** Leave under this section shall be without pay or fringe benefits.

**SECTION 9. LEAVE WITHOUT PAY:** A teacher, upon written request, may be granted a leave of absence without pay in the sole discretion of the School District, except as otherwise provided by law. Leaves of absence of ten (10) days or less must have prior written approval of the Superintendent of Schools. Leaves of absence without pay for more than ten (10) days must have the approval of the School Board. A teacher who is granted a full school year leave of absence pursuant to this Section, shall notify the Superintendent in writing no later than March 1 of the teacher's intention to return at the commencement of the following school year. If the leave of absence is for other than a full school year, the School District shall identify the date in granting the leave by which time the teacher must notify the School District in writing of the teacher's intention to return at the end of the leave. Failure of the teacher to provide timely written notice of intention to return as required by this section, or failure to return pursuant to the terms of the leave, shall constitute grounds for termination.

**SECTION 10. UNION LEAVE:** Teachers may be released from teaching duties with pay to attend to school-related Union business when mutually agreed upon by the school district and union. The union shall reimburse the school district for this leave at the current substitute teacher rate.

**SECTION 11. RETURN FROM UNPAID LEAVE:** A teacher on leave without pay may remain enrolled in District insurance programs by paying the full premiums at least one month in advance. The teacher may retain all other benefits as outlined in the contract but will not accrue seniority, advance on the salary schedule, be paid for sick days, or accrue additional sick leave during the leave period. The benefits to which a teacher was entitled at the time the leave of absence commenced shall be restored upon the teacher's return. Credits earned during the leave which have been pre-approved in writing by the Superintendent shall be accepted for salary placement. Payment for credits will be paid the second pay period after the teacher has resumed employment in the District. It is the teacher's responsibility to complete any and all forms required by the District Office upon returning to teaching duties.

**SECTION 12. FAILURE TO RETURN FROM LEAVE:** Failure of the teacher to return pursuant to the date determined under this Article shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

**SECTION 13. RETURN FROM UNPAID LEAVE:** A teacher who returns from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provision of this agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of unpaid leave.

## ARTICLE IX

### LENGTH OF THE SCHOOL YEAR

**SECTION 1. TEACHER DUTY DAYS:** The School District shall establish the number of school days and teacher duty days for the next year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and, pursuant to such authority, has determined to conduct school. The school year shall consist of 183 teacher duty days including not more than 173 student contact days. A teacher may leave early on the last day of the year after check-out.

**SECTION 2. EMERGENCY CLOSING:** 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 such day in lieu thereof as the School District shall determine. The parties shall attempt to agree upon make-up time lost due to major emergencies, but the Board retains the right to make final determination on all make-up days.

## ARTICLE X

### HOURS OF SERVICE

**SECTION 1. BASIC DAY:** The basic day for teachers shall consist of eight (8) hours inclusive of a duty-free lunch period. The regular student contact day will not begin before 8:15 a.m. or extend beyond 3:30 p.m.

**SECTION 2. BUILDING HOURS:** The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

**SECTION 3. ADDITIONAL ACTIVITIES:** In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the Principal, Superintendent, or the School District, with pay according to the Co-curricular Salary Schedule C.

**SECTION 4. EARLY DEPARTURE:** Early departure, or late arrival by a teacher from the established building hours, unless authorized by the administration, will result in a pay deduction at the teacher's salary schedule hourly rate after one written or verbal warning each school year. However, teachers may leave after student departure on Fridays or on days preceding holidays.

**SECTION 5. TEACHING LOAD AND PREPARATION TIME - SECONDARY TEACHERS:** A normal teaching load for a secondary teacher shall be five instructional class periods, one supervisory period and a preparation period in a two-day block schedule. If a teacher is assigned a sixth instructional class period in lieu of a

supervisory period, the teacher will be compensated an additional \$400 per year above the regular contracted teaching salary.

**SECTION 6. TEACHING LOAD AND PREPARATION TIME - ELEMENTARY TEACHERS:** Elementary teachers will receive an equivalent amount of preparation time as that afforded to secondary teachers during the student day.

## ARTICLE XI

### 403B PLAN

**SECTION 1. ELIGIBILITY:** Full-time teachers shall be eligible for a matching contribution as provided in Section 4 hereof. Part-time teachers who work at least half-time shall be eligible for a pro-rata contribution based upon the percentage of the appointment. Teachers employed less than half-time shall not be eligible for the provisions of this Article.

**SECTION 2. MATCHING PROGRAM:** Teachers may participate in the 403b plan according to the amount and for the years as provided in this Article. All teachers may participate in the program, but only those that choose to contribute to an eligible 403b fund may receive School District matching funds.

**SECTION 3. ELIGIBILITY AND ELECTION:** All teachers shall receive 403b matching payments beginning with the fifth (5<sup>th</sup>) consecutive year of employment by the School District. Teachers must declare that match amount by September 15 of each year. The amount of the match shall remain from year to year unless a teacher notifies the School District in writing prior to September 15. Once set up with an initial five teachers, teachers may place their matching amount in a 403B Roth.

**SECTION 4. MATCHING CONTRIBUTION:** The matching contribution shall be as follows:

<b><u>Years of Continuous Service</u></b>	<b><u>FY2024 &amp; FY2025 Maximum Annual Match</u></b>
0 - 4	\$ 0.00
5 - 9	\$1,100.00
10 - 14	\$1,400.00
15 or more	\$1,700.00

**SECTION 5. LIFETIME MAXIMUM:** The maximum lifetime contribution by the School District under this Article shall not exceed the sum of \$25,500 for full-time teachers and a pro-rata maximum for part-time teachers. The maximum shall be computed based upon the maximum match that the teacher was eligible for each year as provided in Section 4. The amount for which the teacher was eligible will be included in the calculation for the lifetime maximum whether or not the teacher participated in any particular year.

## ARTICLE XII

### UNREQUESTED LEAVE OF ABSENCE

**SECTION 1. PURPOSE:** The purpose of this article is to implement the provisions of Minn. Stat. 122A.40, Subd.10, which article, when adopted shall constitute a plan for unrequested leave due to discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

#### **SECTION 2. DEFINITIONS:**

**Subd.1.** For purposes of this article the terms shall have the meanings respectively ascribed to them.

**Subd.2.** "Teacher" shall be defined in Minn. Stat. 122A.40 Subd.1.

**Subd.3.** "Qualified" shall mean a teacher who has on file in the School District office a current state certificate showing the teacher is licensed in the position sought.

**Subd.4.** "Seniority" applies to Tier 3 & Tier 4 full-time, continuing contract teachers and commences with the day of hire by the School Board and shall exclude those teachers who are acting incumbents for teachers on authorized military or other leaves of absences. A full-time teacher is defined as one employed for at least halftime for the full year. In the event an acting incumbent is immediately rehired as a regular teacher without interruption of regular service, such teacher shall retain his/her original seniority date. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to Minn. Stat. 122A.40 including a probationary teacher, but whose employment was subsequently reinstated, by action of the School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Seniority shall continue to accrue while a teacher is on full time educational leave, military leave, or sick leave, but shall not accrue while a teacher is on a leave of absence without pay or on unrequested leave of absence.

**Subd.5.** "School Board" means the local governing board of the School District and its executive officers.

#### **SECTION 3. UNREQUESTED LEAVES OF ABSENCE (ULA):**

**Subd.1. Terms:** The School Board may place on ULA for a period not exceeding five calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. No licensed teacher shall be placed

on ULA if a paraprofessional is used to mitigate the loss of the teacher. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board. The School Board or its representative will discuss with the affected teacher and the exclusive representative prior to May 1 any anticipated ULA for the coming year.

**Subd.2. Notice:** Teachers placed on such leave shall receive notice by June 30 of the school year prior to the commencement of such leave with reasons therefore. A hearing will be provided as set forth in Minn. Stat. 122A.40, Subd.14, if a written request for a hearing is received by the School Board within fourteen business days after the teacher receives notice of placement on ULA.

**Subd.3. Placement:** Teachers shall be placed on ULA in inverse order of seniority. No qualified teacher shall be placed on ULA if there is any other qualified teacher with less seniority.

**Subd.4. Tie-Breaker:** In the event of a staff reduction, the seniority list, as established in Section 5 of this Article, shall be used to determine the order of seniority. In the event there is a tie on the seniority list, the School Board shall determine which teacher shall have the greater seniority.

**Subd.5. Year of Service:** Any teacher on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation, if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

**Subd.6. Filing of License:** In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on ULA, only those certificates or licenses actually on file in the Superintendent's office as of January 1 of such year shall be considered for purposes of determining lay off within areas of certification for the following school year. A certificate filed after January 1 shall be considered for purposes of recall, but not to the current reduction.

**Subd.7. Benefits:** A teacher placed on ULA may retain the District group health insurance coverage by paying the full premium in advance on a monthly basis.

#### **SECTION 4. REINSTATEMENT:**

**Subd.1. Process:** No new teacher shall be employed by the School District while any qualified teacher is on ULA who taught in the same field or subject matter at the time such qualified teacher was placed on an ULA. Such teachers placed on ULA shall be retained in the subject matter or field qualified at the time of placement on ULA. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

**Subd.2. Notices:** When placed on ULA, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed to said teacher by certified mail. Proof of service by the person in the School District depositing in the mail such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on ULA to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

**Subd.3. Acceptance of Re-employment:** If a position as provided in Subd.1. above becomes available for a qualified teacher on ULA, the School District shall mail the notice by certified mail to such teacher, who shall have twenty business days from the date of mailing of such notice to accept the re-employment. If written acceptance is not received by the School Board within such a twenty business day period, it shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

**Subd.4. Reinstatement:** Reinstatement rights shall automatically cease five years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher. A written notice of agreement between the School Board and the qualified teacher will be given to the EDMN - Barnum President within fifteen business days.

## **SECTION 5. ESTABLISHMENT OF SENIORITY LIST:**

**Subd.1. Preparation:** Prior to November 30 of each school year the School District shall create a seniority list of all teachers employed by the District. The seniority list will include name, date of hire, areas of licensure, and major and minor fields. A copy of this list shall be posted in each building and given to the Union. If there are ties in seniority, the following criteria will be used in this order of priority to break a tie: 1) total teaching experience in the District, 2) higher degree, 3) graduate credits, 4) greatest number of licensed teaching areas, 5) date of teacher's signature on contract. Seniority is based on the length of service in the District. A Tier 2 licensed teacher is eligible for seniority from their original date of hire once they become a Tier 3 or Tier 4 licensed teacher within the District. Note: Applicable back to July 1, 2018.

**Subd.2. Request for Change:** Any person whose name appears on such a list and who may disagree with the finding of the School Board and the order of seniority in said list shall have fourteen business days from the date of posting to supply written documentation, proof and request for seniority change to the Superintendent.



**Subd.3. Final List:** Within ten business days thereafter, the School District shall evaluate any and all such written communication regarding changes the School District deems warranted. A final seniority list shall therefore be prepared by the School District, which list as revised shall be binding on the School District and any teacher subject to the grievance procedure. Each year, the School District shall cause such a seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or cessation of service, or new employees. Such a yearly revised list shall govern the application of the ULA plan until thereafter revised.

**SECTION 6. DROPPING OF LICENSE:** A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the unrequested leave of absence process. If a teacher initiates the dropping of the license which qualifies the teacher for the teacher's current assignment, the School District may place the teacher on unrequested leave of absence, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

**SECTION 7. EFFECT:** This article shall be effective upon execution of this Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Master Agreement or other Master Agreement affecting such certified employee.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

**SECTION 1. GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

**SECTION 2. REPRESENTATIVE:** The teacher, administrator, or School board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

#### **SECTION 3. DEFINITIONS AND INTERPRETATIONS:**

**Subd.1. Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd.2. Days:** Reference to days regarding time periods in the procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

**Subd.3. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd.4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States mail within the time period.

**SECTION 4. TIME LIMITATION AND WAIVER:** A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

**SECTION 5. ADJUSTMENT OF GRIEVANCE:** The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

**Subd.1. Level I:** If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd.2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

**Subd.3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after meeting, the School Board shall issue its decision to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the

appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**SECTION 6. SCHOOL BOARD REVIEW:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**SECTION 7. DENIAL OF GRIEVANCE:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

**SECTION 8. ARBITRATION PROCEDURES:** In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd.1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such grievance, must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

**Subd.2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd.3. Selection of Arbitration:** Upon the proper submission of a grievance under the terms of this procedure, the parties may within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to the PELRA, provided such request is made within twenty (20) days after request for arbitration. Within ten days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. The request shall ask that the panel be submitted within ten days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

**Subd.4. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd.5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd.6. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of the party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such a transcript shall pay for such a copy.

**Subd.7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**SECTION 9. ELECTION OF REMEDIES AND WAIVER:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

**ARTICLE XIV**

**DURATION**

**SECTION 1. TERMS AND REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, they shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

**SECTION 2. EFFECT:** The Agreement constitutes the full and complete agreement between the School District and Education Minnesota-Barnum representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede 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. FINALITY:** Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement unless mutually agreed upon by both parties.

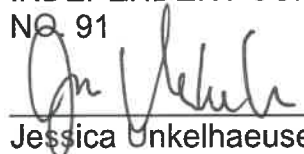
**SECTION 4. SEVERABILITY:** The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this agreement or the application-of any provision thereof.


IN WITNESS THEREOF the parties have executed this Agreement as follows:

EDUCATION MINNESOTA-BARNUM

INDEPENDENT SCHOOL DISTRICT  
No. 91

  
\_\_\_\_\_  
Jill Litfin, President

  
\_\_\_\_\_  
Jessica Unkelhaeuser, Chair

  
\_\_\_\_\_  
Dave Duesler, Negotiator

  
\_\_\_\_\_  
Dawn Hultgren, Clerk

Dated: November 30, 2023

Dated: 12/18/23

**SALARY SCHEDULE A**  
**2023 – 2024**

<b>Step</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	43,398	45,422	47,444	49,467	51,489	53,515	55,536	57,559
2	44,589	46,613	48,612	50,656	52,679	54,703	56,725	58,749
3	45,778	47,800	49,823	51,848	53,872	55,895	57,918	59,940
4	46,970	48,994	51,015	53,038	55,061	57,084	59,106	61,129
5	48,158	50,182	52,205	54,230	56,250	58,273	60,296	62,319
6	49,349	51,371	53,395	55,417	57,439	59,463	61,486	63,509
7	50,538	52,562	54,584	56,607	58,630	60,653	62,675	64,698
8	51,728	53,750	55,774	57,797	59,819	61,842	63,866	65,890
9		54,942	56,965	58,988	61,011	63,032	65,054	67,079
10			58,154	60,176	63,388	65,413	67,435	69,460
11					65,769	67,791	69,815	71,838
12					68,149	70,173	72,195	74,218

**SALARY SCHEDULE B  
2024 – 2025**

<b>Step</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	44,700	46,785	48,867	50,951	53,034	55,121	57,202	59,286
2	45,927	48,011	50,070	52,176	54,259	56,344	58,426	60,511
3	47,151	49,234	51,318	53,404	55,488	57,572	59,655	61,739
4	48,379	50,464	52,546	54,629	56,713	58,796	60,880	62,963
5	49,603	51,688	53,771	55,857	57,938	60,021	62,105	64,188
6	50,830	52,912	54,996	57,080	59,162	61,247	63,330	65,414
7	52,054	54,138	56,222	58,305	60,389	62,472	64,555	66,639
8	53,279	55,363	57,447	59,531	61,613	63,697	65,782	67,867
9		56,590	58,674	60,757	62,841	64,923	67,006	69,091
10			59,898	61,982	65,290	67,375	69,458	71,543
11					67,742	69,825	71,910	73,993
12					70,194	72,278	74,361	76,444

**Career Increment Pay Scale:** for teachers at the top of their lane effective FY 22-23

**Additional salary will be paid to teachers** who have completed a minimum of 14 years of continuous service. Time spent on leave of absence does not count for or against continuous teaching service. Part-time teachers will receive credit for a full year of service in the district, however, career increment dollars will be prorated. (i.e. A teacher employed at 75% shall receive 75% of the career increment for which he/she is eligible.) The below career increment will apply:

**Career increments pay added annually to base salary as follows:**

- 15-19 years: \$250
- 20-24 years: \$500
- 25+ years: \$750

**Math and/or Reading Corp Supervisors:** If Math and/or Reading Corp Supervisors are approved, the District agrees to fully fund the position(s) with a \$1,500 stipend if Advisory Staff Development Committee funds are unavailable.



**CO-CURRICULAR SALARY SCHEDULE C1  
2023-2024**

<b>POSITION</b>	<b>Years 1 &amp; 2</b>	<b>Years 3 - 5</b>	<b>Years 6+</b>	<b>Years 10+</b>
Activities Director	\$5,666	\$6,233	\$7,366	\$7,955
Head Football	\$3,827	\$4,401	\$5,167	\$5,580
Head Volleyball	\$3,827	\$4,401	\$5,167	\$5,580
Head Boys Basketball	\$4,253	\$4,890	\$5,742	\$6,201
Head Girls Basketball	\$4,253	\$4,890	\$5,742	\$6,201
Head Boys Track	\$3,302	\$3,797	\$4,458	\$4,815
Head Girls Track	\$3,302	\$3,797	\$4,458	\$4,815
Head Baseball	\$3,302	\$3,797	\$4,458	\$4,815
Head Softball	\$3,302	\$3,797	\$4,458	\$4,815
Head Golf	\$3,302	\$3,797	\$4,458	\$4,815
Assistant Football	\$2,722	\$3,048	\$3,594	\$3,882
Assistant Volleyball	\$2,722	\$3,048	\$3,594	\$3,882
Assistant Boys Basketball	\$3,061	\$3,428	\$4,040	\$4,363
Assistant Girls Basketball	\$3,061	\$3,428	\$4,040	\$4,363
Assistant Softball	\$2,226	\$2,493	\$2,940	\$3,175
Assistant Baseball	\$2,226	\$2,493	\$2,940	\$3,175
Assistant Track (If Needed)	\$2,226	\$2,493	\$2,940	\$3,175
C-Squad Volleyball (If Needed)	\$2,000	\$2,240	\$2,643	\$2,855
C-Squad Basketball (If Needed)	\$2,100	\$2,352	\$2,775	\$2,997
C-Squad Football (If Needed)	\$2,000	\$2,240	\$2,643	\$2,855
Jr. High Football (2)	\$2,380	\$2,666	\$3,094	\$3,342
Jr. High Volleyball (2)	\$2,380	\$2,666	\$3,094	\$3,342
Jr. High Boys Basketball (2)	\$2,655	\$2,973	\$3,451	\$3,727
Jr. High Girls Basketball(2)	\$2,655	\$2,973	\$3,451	\$3,727
Jr. High Track	\$1,958	\$2,193	\$2,545	\$2,749
Jr. High Softball (1)	\$1,958	\$2,193	\$2,545	\$2,749
Jr. High Baseball (1)	\$1,958	\$2,193	\$2,545	\$2,749
Cheerleading Advisor	\$2,000	\$2,301	\$2,701	\$2,749
Band (Pep & Jazz)	\$4,253	\$4,763	\$5,528	\$5,804
Three Act Play Director	\$1,785	\$2,051	\$2,408	\$2,601
One Act Play Director	\$1,443	\$1,659	\$1,947	\$2,103
Yearbook Advisor	\$1,200	\$1,344	\$1,505	\$1,625
Vocal Music (Swing Choir)	\$2,000	\$2,301	\$2,701	\$2,917
Math League (Sr. High)	\$900	\$1,008	\$1,169	\$1,227
Math League (Jr. High)	\$750	\$839	\$940	\$987
Knowledge Bowl Advisor	\$1,000	\$1,119	\$1,254	\$1,354
National Honor Society	\$1,000	\$1,119	\$1,254	\$1,354
Robotics	\$1,500	\$1,725	\$2,027	\$2,189
Assistant Robotics	\$500	\$560	\$650	\$702
Trap	\$515	\$577	\$615	\$664
Student Council Advisor	\$772	\$866	\$1,004	\$1,054
Prom Advisor	\$772	\$866	\$1,004	\$1,054

Senior Class Advisor		\$1,022		\$1,022		\$1,022	\$1,022
BPA		\$900		\$1,008		\$1,169	\$1,263
Game Workers							
Level 1		\$40					
Level 2		\$43					
Level 3		\$50					

Level 1 Workers - ticket takers, libero tracker, football track supervisor, football announcer  
Level 2 Workers – score clock operators, bookkeepers, line judges  
Level 3 Workers - game supervisors

C-Squad positions - if participation numbers are greater than 20 for grades 9-12  
Knowledge Bowl Advisor will remain at \$1,270 as long as Sandi Bird is the Advisor  
An additional C-Squad position will be offered if the numbers are greater than 40 for grades 9-12  
Assistant Robotics Coach offered if more than 15 participants  
Assistant Track coach will be offered if there are more than 40 participants in grades 9-12

Duration of Seasons - If choosing the lump sum option, coaches/advisors on Schedule C will be paid on the next scheduled payday following the completion of their respective State tournament set forth by the MSHSL.

**For Co-Curricular Salary Schedule Advancement Criteria, see page 38.**

**CO-CURRICULAR SALARY SCHEDULE C2  
2024-2025**

<b>POSITION</b>	<b>Years 1 &amp; 2</b>	<b>Years 3 - 5</b>	<b>Years 6+</b>	<b>Years 10+</b>
Activities Director	\$5,666	\$6,233	\$7,366	\$7,955
Head Football	\$3,827	\$4,401	\$5,167	\$5,580
Head Volleyball	\$3,827	\$4,401	\$5,167	\$5,580
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Game Workers				
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Duration of Seasons - If choosing the lump sum option, coaches/advisors on Schedule C will be paid on the next scheduled payday following the completion of their respective State tournament set forth by the MSHSL.

**For Co-Curricular Salary Schedule Advancement Criteria, see page 38.**

## **CO-CURRICULAR SALARY SCHEDULE ADVANCEMENT CRITERIA**

- Each full season of coaching/advising/directing in any position on the co-curricular salary schedule shall be credited towards a lane change. Coaching experience at any level within a sport will be given credit towards a lane change.
- Note: The following positions are interchangeable for crediting experience: Boys/Girls Basketball; Baseball/Softball; Boys/Girls Track; One Act/Three Act Play; Jr. High/Sr. High Math League
- The following people shall be grandfathered in at the following rates for as long as they hold the same position: Heather Carlson, Three Act Play - \$2,540
- Any clubs added to Schedule C must be in existence for at least one year before being considered for placement on Schedule C.
- Any additions to Schedule C outside of the negotiating process, must be done through a letter of agreement or a memorandum of understanding between ISD 91 and EdMN – Barnum.
- Head coaches will be paid \$15/hour to coordinate their elementary programs. Boys/girls basketball will be allotted no more than 40 hours and all other sports will be allotted no more than 24 hours.
- The Activities Director and Head Coach have the right to split pay among coaching positions as they see fit and submit fiscal agreement to the Business Manager.

**LETTER OF AGREEMENT**

This Letter of Agreement is entered into between Independent School District No. 91, Barnum (hereinafter the School District) and Education Minnesota - Barnum, (hereinafter the Association) and the parties hereto agree as follows:

1. The School District and the Association are parties to a collective bargaining agreement covering the period July 1, 2023, through June 30, 2025.

2. The following teachers are eligible for the grandfather clause as provided in Article VII, Section 2:

- R. Domecq
- S. Bird

Except as otherwise provided herein, the terms and conditions of employment as provided in the collective bargaining agreement bearing the same date as this Letter of Agreement shall govern all terms and conditions of employees during the term of the Agreement.


The signatories to this Letter of Agreement recognize that the document requires ratification and approval of this Agreement by both the School Board and the membership of the Association and by their signatures represent that such ratification and approval by their respective bodies have taken place.

Date of ratification by the Association  
Membership:

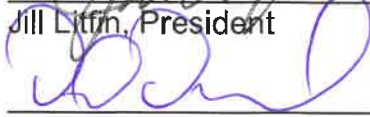
Date of ratification by the School Board:

EDUCATION MINNESOTA - BARNUM

INDEPENDENT SCHOOL DISTRICT  
NO. 91

  
 \_\_\_\_\_  
 Jill Liffin, President

  
 \_\_\_\_\_  
 Jessica Unkelhaeuser, Chair

  
 \_\_\_\_\_  
 Dave Duesler, Negotiator

  
 \_\_\_\_\_  
 Dawn Hultgren, Clerk

Dated: November 30, 2023

Dated: 12/18/23

**LETTER OF AGREEMENT**

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1. The School District and the Association are parties to a collective bargaining agreement covering the period July 1, 2023, through June 30, 2025.

2. The following teachers are eligible for the grandfather clause BA +40 (Master's Lane) as provided in the Salary Schedule A and B:

- Z. Painovich
- A. Tate

Except as otherwise provided herein, the terms and conditions of employment as provided in the collective bargaining agreement bearing the same date as this Letter of Agreement shall govern all terms and conditions of employees during the term of the Agreement.

The signatories to this Letter of Agreement recognize that the document requires ratification and approval of this Agreement by both the School Board and the membership of the Association and by their signatures represent that such ratification and approval by their respective bodies have taken place.

Date of ratification by the Association  
Membership:

Date of ratification by the School Board:


EDUCATION MINNESOTA - BARNUM

INDEPENDENT SCHOOL DISTRICT  
NO. 91

  
\_\_\_\_\_  
Jill Litfin, President

  
\_\_\_\_\_  
Jessica Unkelhaeuser, Chair

  
\_\_\_\_\_  
Dave Duesler, Negotiator

  
\_\_\_\_\_  
Dawn Hultgren, Clerk

Dated: November 30, 2023

Dated: 12/18/23