# AGREEMENT

# BETWEEN

# INDEPENDENT SCHOOL DISTRICT NO. 676 BADGER, MINNESOTA

# AND

# THE BADGER EDUCATION ASSOCIATION

EFFECTIVE DATES: JULY 1, 2023 THROUGH JUNE 30, 2025

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#### ARTICLE I

#### **PURPOSE**

<u>Section 1 Parties</u>: THIS AGREEMENT is entered into between the School Board of Independent School District No. 676, Badger, Minnesota, herein after referred to as the School District, and the Badger Education Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the PELRA of 1971, "as amended" 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 PELRA of 1971 the School District recognizes Badger Education Association as the exclusive representative of teachers employed by Independent School District No. 676 which exclusive representative, will have those rights and duties as prescribed by the PELRA of 1971 "as amended" and as described in the provision of this agreement.

<u>Section 2 Appropriate Unit</u>: The exclusive representative will represent all teachers of the District as defined in this Agreement and in said Act.

#### **ARTICLE III**

#### **DEFINITIONS**

<u>Section 1 Terms and Conditions of Employment</u>: 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 for retired teachers or severance pay, and the employer's personnel policies affecting the working conditions of the teachers. In 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 PELRA (MS 179A).

**Section 2 Teachers:** The term "teacher" will 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 including all tiered 1-4 licensures; but will not include Superintendent, assistant Superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees and such other employees as defined in PELRA law. <u>Section 3 School District</u>: For purposes of administering this Agreement, the term "School District" will mean the School Board or its designated representative.

**Section 4 Other Terms:** Terms not defined in this Agreement will have those meanings as defined by PELRA.

## **ARTICLE IV**

## SCHOOL DISTRICT RIGHTS

<u>Section 1 Inherent Managerial Rights</u>: The exclusive representative 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 of policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure; and selection, direction and number of personnel.

<u>Section 2 Management Responsibilities</u>: The exclusive representative 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 exclusive representative recognizes that all employees covered by this Agreement will perform the teaching and non-teaching services prescribed by the School Board and will perform the teaching and teacher-related service legally prescribed by the School Board and will be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative 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 Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and effect.

<u>Section 4 Reservation of Managerial Rights</u>: The foregoing enumeration of District rights and duties will 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**

# **TEACHER RIGHTS**

<u>Section 1 Request for Dues Check Off</u>: The exclusive representative will be allowed dues check off for its members, provided that dues check off and the proceeds thereof will not be allowed to any exclusive representative that has lost its right to dues check off. Upon request of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's monthly paycheck one-eighth of such dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization beginning with the first October pay period.

<u>Section 2 Fair Share Fee</u>: Effective January 1, 1975, in accordance with MS 179A.06 subd. 3, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any teacher will not exceed his/her prorate share of the specific expenses incurred for services rendered by the exclusive in relationship to negotiations and administrations of grievance procedures for teachers in the appropriate unit.

Upon thirty (30) days notice in writing to the payroll officer the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's paycheck each month, and will forward such fees to the exclusive representative. The teacher subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will thereafter be made. Any dispute as to the amount of such fee will be solely between the exclusive representative and the teacher involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and hold the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

<u>Section 3 Meet and Confer</u>: The District and the exclusive representative will meet and confer pursuant to the PELRA "as amended." Meet and Confer will be held at least three times as needed in a school year. Possible months are October, February, and April. Discussion will be limited to matters not covered under terms and conditions of employment.

## Section 4 Notice of Vacancy and Posting Process:

Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays. Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

<u>Section 5 Personnel Files</u>: Pursuant to MS 122A.40 subd. 19 as amended, all evaluations and files generated within the School District relating to each individual teacher will be available during regular school business hours to each individual teacher upon his/her written request. The teacher will 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. However, the School District may destroy such files as provided by law.

<u>Section 6 Teacher Assignment</u>: All teachers will be given written notice of their tentative teaching and extra-curricular schedules for the ensuing school year no later than August 1, except in the case of football where notice will be given no later than July 15. The District has the right to change assignments in case of an emergency, death, resignation and retirement.

<u>Section 7 Pairing/Sharing Teachers:</u> In the event the District enters into an agreement to pair/share teaching staff and programs with another School District, the District agrees to request the other District (s) to first assign Badger teachers to teach in the other School District pursuant to the provisions of MS 122A.54-122A.57 (Exchange Teachers) before placing any teachers on unrequested leave of absence.

If the arrangement to pair teaching staff and programs with another District necessitates placing any teachers on unrequested leave of absence pursuant to MS 122A.40, the District will request the other District to the pairing arrangement to employ any teacher placed on unrequested leave of absence in vacancies for which the teacher holds appropriate certification before it employs any newly hired teachers.

Teachers will be assigned to teach in the other District as exchange teachers on a voluntary basis. If a sufficient number of appropriately certified teachers do not volunteer for an exchange assignment, the District may assign teachers on an involuntary basis by seniority. The least senior appropriately certified teacher will be required to accept an exchange assignment.

Exchange teachers assigned to teach in another School District will be paid mileage at the District rate per mile. Mileage will be defined as the additional mileage, if any, that the teacher is required to travel between the teacher's residence and school assignment as a result of the exchange teaching assignment.

No teacher will be deprived of preparation time during the regular school day as a result of an exchange assignment. In the event preparation time cannot be feasibly provided, the District will compensate the teacher at a prorated annual salary of that teacher. ("Feasibly provided" means that at least one-half of the teacher's prep time is provided.)

Teacher evaluation will be the responsibility of each participating District.

<u>Section 8 Reservation of Teacher Rights</u>: The foregoing enumerating of teacher rights will not be deemed to exclude other teacher rights not mentioned herein.

# **ARTICLE VI**

# BASIC SCHEDULES AND RATES OF PAY

<u>Section 1 2023-2024 Salary Schedule</u>: The wages and salaries reflected in Schedule A, attached hereto, will be a part of the Agreement for the 2023-2024 school year.

<u>Section 2 2024-2025 Salary Schedule</u>: The wages and salaries reflected in Schedule B, attached hereto, will be a part of the Agreement for the 2024-2025 school year.

<u>Section 3 Status of Salary Schedule</u>: The salary schedules are not to be construed as a part of teacher's continuing contract and the School District reserves the right to withhold increment advancement, lane changes, or any other salary increase for good and sufficient reason. If such action is taken, the Board will give the individual teacher fifteen (15) calendar days written notice.

<u>Section 4 Placement on Salary Schedule</u>: Schedule advancement for professional improvement will be as outlined in the section.

<u>Subd. 1 Definition</u>: For purposes of this Article and schedule advancement, a module of self improvement will be defined as fifteen (15) pre-approved college quarter credits (one semester credit equals 1.5 quarter credit) beyond basic certification requirements pre-approved by the School District or designee; earned at the expense of the teacher. However, PTO days may be used to obtain college credit to be used for lane change. For purposes of this Article, workshop or professional improvement experience will be converted on the basis of twelve (12) approved hours of clock time for a credit. Also, for purposes of this Article, expense will be defined as all costs for the professional improvement credits, including any expenses incurred by the School District while the teacher is on paid School District time not covered by leave provisions of this Agreement. Credits earned, including experience credits, will not be considered for purposes of schedule advancement if earned at the School District expense as defined herein, except credits earned on sabbatical leave.

**Subd. 2 Relevance:** All credits to be considered for application on the salary schedule must be relevant to the teaching assignment as determined by the Superintendent.

**Subd. 3 Prior Approval:** All credits, in order to be considered for application on the salary schedule must be submitted by the teacher, in writing, to the Superintendent at least fifteen (15) working days prior to course registration. The approval request will include the intended application of credits to the compensation schedule. The Superintendent will respond, in writing, indicating approval or disapproval within ten (10) working days following receipt of the application for credit approval.

<u>Subd. 4 Grades and Credits</u>: To be eligible for salary schedule credit, college credits must carry a grade equivalent of a B or higher (Pass or Fail grades must carry a P). In the case of workshop or professional improvement experience, credits, certification of satisfactory completion must be furnished by the teacher.

#### Subd. 5 Effective Date of Professional Improvement Advancement:

Application for change of lane according to subdivisions may be filed at any time. The effective date for change of lane will be based upon: 1) receipt of request for lane change, official transcript of credits and/or 2) written verification of satisfactory completion of the workshop or other professional improvement experience in the District office. The lane change will be effective upon receipt of either 1) or 2) hereof, and will be retroactive to date of lane change request. Professional improvements other than college credits, must be verified with a written statement from the instructor or leader from the program attended. The statement must identify attendance, participation and satisfactory completion.

a) Request for lane change, official transcript and/or written verification of professional improvement filed after April 15, and on or before August 15 of each year will be effective as of the beginning of the next basic contract year.

b) Request for lane change, official transcript and/or written verification of professional improvement filed after October 15, and prior to April 15 of each year will be effective as of the date of receipt in the District office. Applications will not be considered valid or effective unless accompanied by an official transcript bearing evidence of the completed credits or degree conferred or the written verification of professional improvements specified above.

<u>Section 5 Prior Experiences</u>: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

**Section 6 Payday:** Teachers will be paid on the 15<sup>th</sup> and last day of each month and if the payday is on Saturday, they will be paid on the previous Friday, if Sunday, then pay day will be the following Monday. Paychecks will be issued during the A.M. on payday.

Section 7: Teachers will be paid in twenty four (24) equal installments of a given school year. In the event of retirement or other reasons for leaving the School District, individuals may be paid in full at the end of the current school year. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher will be compensated according to the previously negotiated salary agreement until such time as a successor Agreement is executed. Teachers will be compensated according to the seniority list.

# **ARTICLE VII**

# EXTRA COMPENSATION

<u>Section1 Extra Curricular Schedule</u>: The wages and salaries reflected in Schedules C, D, and E attached hereto will be a part of this Agreement.

# **ARTICLE VIIA**

# EARLY CHILDHOOD/LEARNING READINESS TEACHERS

<u>Section 1 Statutory Considerations</u>: Pursuant to Minnesota Statutes which pertain to the Early Childhood/Learning Readiness program, a teacher who teaches in an Early Childhood/Learning Readiness program, which is offered through a community education program which qualifies for ECFE community education/learning readiness aid, must meet licensure requirements as a teacher.

<u>Section 2 Seniority</u>: All teachers holding positions in the ECFE/Learning Readiness programs will be included on the teacher seniority list, under the ECFE/Learning Readiness heading, after completing the probationary period. The said probationary period, seniority rights, and unit membership will be the same as all other teachers in the District.

<u>Section 3 Basic Schedule and Rate of Pay: Hours of Work</u>: Employees under this Article are hourly employees with daily, weekly, monthly and/or annual hours. The basic duty day will be based on the needs of the ECFE/Learning Readiness programs. The specific hours of duty will be established by the supervision administrator in conjunction with the staff and may include weekends, mornings, afternoons, and evenings. Once established, work hours may be modified by the supervision administrator with prior written notice. **Subd.1 Rate of Pay:** ECFE/Learning Readiness teachers will receive professional pay. (Pay periods will be consistent with the District's payroll practices.)

<u>Section 4</u>: Recognizing the unique, changing and irregular nature of the ECFE/Learning Readiness programs, hours of service, duty day, duty week, and duty year will be assigned by the School District and modified from time to time based upon the needs of the program. School closings, late starts, early dismissals, and teacher responsibilities in such situations will be allowed if the time lost with students can be rescheduled.

<u>Section 5 Prep Time</u>: ECFE/Learning Readiness teachers will be allocated time for preparation and set up as necessary and appropriate.

<u>Section 6 Calendar Year</u>: The ECFE/Learning Readiness programs may be conducted over the period of the fiscal year on a calendar different from that of the K-12 staff.

## Section 7 Applicable Sections of the Collective Bargaining Agreement:

ECFE/Learning Readiness teachers will be covered by the following sections of the collective bargaining agreement:

Articles I (Purpose) Article II (Recognition of Exclusive Representative) Article III (Definitions) Article IV (School District Rights) Article V (Teacher Rights) Article XIII (Miscellaneous) Article XV (Grievance and Arbitration) Article XVI (Duration)

#### Section 8 Non-Applicable Sections of the Collective Bargaining Agreement:

ECFE/Learning Readiness teachers will not be eligible for the following articles of the collective bargaining agreement, which apply only to regularly licensed continuing contract teachers:

Article VI (Basic Schedules and Rates of Pay) Article VI (Extra Compensation) Article VIII (Group Insurance) Article IX (Leaves of Absence) Article X (Hours of Service) Article XI (Length of School Year) Article XII (A & B Severance Pay) Article XIV (Unrequested Leave and Seniority Policy)

## **ARTICLE VIII**

#### **GROUP INSURANCE**

<u>Section 1 Selection of Carrier</u>: The selection of the insurance carrier and policy will be made by the School District. The exclusive representative may choose to enter the Public Employees Insurance program pursuant of Minnesota State Statute 43A.316. The exclusive representative will be afforded an opportunity to meet and confer with the Board regarding selection of the carrier and coverage.

#### Section 2 Medical Hospitalization Insurance:

**Subd. 1a Single Coverage:** The School District will contribute a sum not to exceed \$5,875 per year in 2023-2024 and \$6,125 per year in 2024-2025 toward the cost of the premium for the current medical/hospitalization plan(s) for individual coverage for all teachers employed by the School District who qualify for and are enrolled in the group medical/hospitalization plan(s). The cost of the premium not contributed by the School District will be borne by the employee and paid by payroll deduction.

#### Subd. 1b Enrollment in School District HSA Single Coverage Plan:

The School District shall contribute \$60 per month in 2023-2024 and \$70 per month in 2024-2025 to the employee's individual Health Savings Account provided by the School District.

**Subd. 2a Family Coverage:** The School District will contribute a sum not to exceed \$10,650 per year in 2023-2024 and \$11,150 per year in 2024-2025 toward the cost of the premium for family coverage for all teachers employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction. In the event that a married couple, both of whom are teachers, is employed by the District, the following choice of health insurance benefits are available: (1) two single contributions applied toward a family insurance premium; or (3) one family contribution applied toward a family insurance premium. The District contribution will not exceed the cost of one full family insurance premium.

#### Subd. 2b Enrollment in School District HSA Family Coverage Plan:

The School District shall contribute \$60 per month in 2023-2024 and \$70 per month in 2024-2025 to the employee's individual Health Savings Account provided by the School District.

<u>Subd. 3</u>: A retired employee has the right under MS 471.61, Subd. 2b, and Federal Statute, to remain in the school's insurance group indefinitely with premiums being paid by the teacher's Post Retirement Health Care Savings Plan or the retiree.

<u>Section 3 Eligible Employees</u>: The parties agree that all teachers will be eligible for group insurance benefits as provided in this Article. Teachers who are not working full time will receive benefits on a pro-rated basis. *(see Article X, Section 1)* 

<u>Section 4 Claims Against the School District</u>: 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 will be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5 Duration of Insurance Contribution: All teachers are eligible for District contribution as provided in this Article as long as the employee is employed by Independent School District 676. Upon termination of employment, all District participation and contribution will cease effective on June 30 of the current fiscal year or the last day of the teacher's service in the School District if such service terminates prior to the end of the school year.

<u>Section 6 Flex Benefit Plan</u>: Employees may participate in the Flex Benefit Plan offered through School District No. 676 up to \$5,000 per fiscal year provided they are employed by the District for a minimum of 17 ½ hours per week. The flexible benefit payment will be deducted from his/her bi-monthly payroll checks. If the teacher leaves the School District prior to the end of the school year, he/she is responsible for funds reimbursed to the teacher which exceeded the District contribution.

#### Section 7 Dental Insurance:

Employees may participate in a Dental Insurance Plan offered through School District No. 676. The School District shall contribute \$30 per month for 2023-2024 and \$30 per month for 2024-2025 school years toward the cost of the premium for dental insurance coverage for Teachers who are employed by the School District who qualify for and are enrolled in the School District's dental insurance plan. Any additional cost of the premium will be borne by the Teacher and paid by payroll deduction.

### **ARTICLE IX**

#### LEAVES OF ABSENCE

#### Section 1 Paid Time Off (PTO)

<u>Subd. 1</u>: All full time teachers *(see Article X, Sec 1)* will receive 16 days PTO each year of service in the employ of the School District.

<u>Subd. 2</u>: Unused PTO days may accumulate to a maximum credit of 135 days per teacher. If a teacher has accrued the maximum number of PTO days, the teacher will be paid at a rate of \$130.00 per day for each day over the maximum in 2023-2024 and \$140.00 per day for each day over the maximum in 2024-2025. If a teacher has accrued the maximum number of PTO days and elects to directly invest it in their 403b or Health Savings Account, they will receive an additional \$10.00 per day for each day over the maximum each year.

**Subd. 3**: PTO days when used must be taken in half day minimums. Three (3) working days prior notice must be given if possible.

<u>Subd. 4 Limitations</u>: No more than three (3) consecutive PTO days may be used per week. Available PTO days are limited several times during the school year. They include the first week of school and the last two weeks of school. In addition, the day preceding or following vacations or holidays are discouraged from being used. No more than three (3) teachers may be granted PTO on the same day. Under unusual conditions PTO may be granted during these time periods. All PTO must be approved by the Superintendent.

<u>Subd. 5</u>: The District will furnish to each teacher a written statement at the beginning of each school year setting forth the total number of accumulated PTO days.

<u>Subd. 6</u>: Teachers may voluntarily transfer accumulated PTO days to another employee of the District. The voluntary transfer of PTO days will be administered by the Badger Education Association.

#### New!

<u>Subd. 7: e-Learning Days (reference Minn. Stat. §§ 120A.414)</u>: Any teacher that was pre-approved to use PTO on a specific student contact day, prior to the announcement of the same day transitioning to e-Learning, will have the option to continue to take the pre-approved PTO or rescind the PTO request due to the e-Learning day announcement.

### Section 2 Family and Medical Leave:

<u>Subd. 1</u>: Pursuant to the Family and Medical Leave Act, PL 103.3, 1993 as amended, an eligible employee will be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee's spouse, child, or parent; and
- (4) the employee's own serious health condition.

<u>Subd. 2</u>: During such a leave, eligible employees will be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

<u>Subd. 3</u>: To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous twelve-month period.

<u>Subd. 4</u>: The employee may elect, or the School District may require the employee, to substitute PTO for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, will require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

<u>Subd. 5</u>: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee will further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

#### Section 3 Child Care Leave:

<u>Subd. 1</u>: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

**Subd. 2**: A teacher making application for child care leave will inform the Superintendent in writing of intention to take the leave three (3) calendar months before commencement of the intended leave.

<u>Subd. 3</u>: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize PTO pursuant to the PTO provisions of the Agreement during a period of physical disability. A pregnant teacher will provide at the time of the

leave application, a statement from her physician indicating the expected date of delivery.

<u>Subd. 4</u>: 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. Winter vacation, spring vacation, semester break or availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

<u>Subd. 5</u>: In making a determination concerning the commencement and duration of a child care leave, the School Board will not, in any event, be required to:

- (1.) grant any leave more than twelve (12) months in duration.
- (2.) permit the teacher to return to employment prior to the date designated in the request for child care leave.

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

<u>Subd. 7</u>: Failure of the teacher to return pursuant to the date determined under this section will constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.

**<u>Subd.</u> 8**: Leave under this section will be without pay or fringe benefits.

<u>Section 4 Association Leave</u>: The exclusive representative will be entitled to ten (10) days leave at the beginning of each school year, non-cumulative, for the purpose of attending meetings or other functions of the exclusive representative. The president of the Association will designate two (2) members to attend such meetings or functions not to exceed two (2) members at any given time and must give the Superintendent at least three (3) days prior written notice to the utilization of such leave. This section will become effective upon execution of this Agreement.

Section 5 Professional Leave: A teacher may be granted leave to attend conferences, workshops, seminars or other similar functions which are related to such teacher's teaching assignment and which, in the judgment of the administration, would benefit the teacher and students. The cost of a substitute teacher, mileage and registration fees will be paid by the District. Leave under this section will be granted at the discretion of the Superintendent. The amount of leave granted per request and the right to grant or deny such leave will remain the sole right of the School District.

#### Section 6 Worker's Compensation:

<u>Subd. 1</u>: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of PTO.

**Subd. 2**: A deduction will be made from the employee's PTO accrual time according to the pro-rate portion of days of PTO which is used to supplement worker's compensation.

<u>Subd. 3</u>: Such payment will be paid by the School District to the employee only during the period of disability.

<u>Subd. 4</u>: In no event will the additional compensation paid to the employee by virtue of PTO pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

<u>Subd. 5</u>: An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive PTO pursuant to this policy will submit his/her worker's compensation check, endorsed to the School District prior to receiving payment from the School District for this absence.

# ARTICLE X

#### HOURS OF SERVICE

<u>Section 1 Basic Day</u>: The basic on-site duty day for a full-time teacher will be eight (8) consecutive hours, inclusive of lunch, except on days preceding vacations and on Fridays when the school day will end with the student's day. This duty day is exclusive of additional professional responsibilities, which the School District may occasionally assign beyond the basic on-site duty day. The on-site duty day for teachers contracted to work four (4) hour or less will not include lunch. The on-site duty day for persons contracted to work more than four (4), but less than eight (8) hours per day will include lunch.

<u>Section 2 Variance</u>: Employees may request in writing, permission to work from 7:30 AM to 3:30 PM each semester. Employees will be expected to participate in staff meetings regardless of variance. <u>Variance in the duty hours will be granted or denied</u> <u>at the sole discretion of the School District</u>.

#### Section 3 Preparation Time and Regular Student Contact Assignment:

<u>Subd. 1</u>: Each teacher will be scheduled for a maximum of 360 minutes of each regular classroom instructional time within the teachers' basic day, averaged during the work week.

<u>Subd. 2</u>: Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation will be provided to each licensed teacher. Preparation time will be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the District and the exclusive representative of the teachers.

<u>Subd. 3</u>: The remaining hours of a teacher's basic day, when the teacher is not assigned regular classroom instructional time or preparation time as described in subdivisions 1 or 2 hereof, the teacher will be available for assigned student supervision; individual help for students; parent conferences; faculty, department or curriculum meetings; or other related tasks as assigned by the School District.

<u>Subd. 4</u>: Teachers who are requested by the administration to substitute during their prep time will be paid professional pay. Teachers are required to track substitute time in the office. Teachers will receive accrued pay at the end of the school year.

<u>Subd. 5. Overload Pay</u>: A teacher overload assignment is defined as a teacher assigned to teach an additional class during their preparation period. Teachers with an overload assignment will be provided with additional compensation. The compensation will be 1/8 of the teacher's daily rate, multiplied by the number of scheduled student contact days.

#### **ARTICLE XI**

#### LENGTH OF SCHOOL YEAR

<u>Section 1 Teacher Duty Days</u>: Pursuant to MS 120A.40 - 120A.42, the School Board will, prior to April 1, establish the number of school days and teacher duty days for the next school year, and the teacher will perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The exclusive representative will be afforded an opportunity to meet and confer with the Board prior to adoption of the calendar and prior to any change in the calendar after adoption.

<u>Section 2 Emergency Closings</u>: In the event of a student day or teacher duty day lost for any emergency, the teacher will perform duties on that day or another such day in lieu thereof as the School District or its designated representative will determine if any.

Section 3: Total contracted working days for the school year 2023-2024 is 180 days and 2024-2025 is 180 days.

# ARTICLE XIIA

# **SEVERANCE PAY**

<u>Section 1 Eligibility</u>: *(see Article X, Sect. 1)* Teachers who have completed at least twenty (20) years of continuous service with the School District, who are at least 55 years of age and presently employed by the District prior to 1990 will be eligible for severance pay pursuant to this provision of the Article upon submission of a written resignation accepted by the School Board. Eligible teachers who have been employed on a part-time basis during their employment with the School District will receive severance pay on a pro-rate basis to be computed by averaging the percent of FTE service they have contributed during their entire time they have been employed continuously by the School District.

<u>Section 2</u>: An eligible teacher will receive as severance upon his/her retirement the amount obtained by multiplying his/her daily rate of pay times 84 days. The total paid out per individual teacher will not exceed \$20,000.

<u>Section 3</u>: In applying these provisions, a teacher's daily rate of pay will be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and will not include any additional compensation for extra-curricular activities, extended employment or other compensation.

<u>Section 4</u>: If a teacher dies before all or a portion of the severance pay has been disbursed, that balance due will be paid to a named beneficiary or lacking same, to the deceased estate within three months upon written notification of his/her death. Severance pay will not be paid to any teacher who is discharged by the School District.

<u>Section 5</u>: Teachers who leave the employment of the School District, other than for a leave of absence or dismissal, will be paid at a rate of \$80 per day for 2023-2024 -and a rate of \$80 per day for 2024-2025 for unused PTO in addition to eligible severance pay or 403b contributions. Teachers who have completed 10-14 years of service will be paid at a rate of \$90 per day for 2023-2024 and a rate of \$90 per day for 2024-2025. Teachers who have completed 15-19 years of service will be paid at rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024 and a rate of \$100 per day for 2023-2024. Teachers who have completed 20 or more years of service will be paid at a rate of \$110 per day in 2023-2024 and a rate of \$110 per day in 2023-2024. Teachers who have 10 or more years of service will have the opton of contributing to their 403b at the tiered dollar amounts listed above when they leave the

Badger School District other than for leave of absence or dismissal in compliance with Internal Revenue Service (IRS) limits and regulations.

# ARTICLE XIIB

## **403b CONTRIBUTION**

<u>Section 1</u>: The School District will make a dollar for dollar match up to \$1,200.00 per year in 2023-2024 and \$1,200.00 per year in 2024-2025 per individual teacher to a state-approved tax-deferred matching contribution plan as permitted by M.S.356.24 The maximum lifetime School District contribution will not exceed \$36,000.00 per teacher.

<u>Section 2</u>: Beginning with the school year 1999-2000, all teachers hired since 1990 are eligible for the above matching 403b plan and not included in the severance plan in Article XIIA. Teachers hired before 1990 may choose to be part of the above 403b match, but the School District contribution to the plan is to be subtracted from the severance amount to be paid when the teacher retires from the District.

<u>Section 3</u>: Part-time teachers will be eligible for a pro-rate contribution of the above plan.

<u>Section 4</u>: In the event of a teacher's death, any undisbursed matching District contribution up to the maximum annual amount in that given year will be paid to a named beneficiary or lacking same, to the deceased estate within three months upon written notification of his/her death.

<u>Section 5</u>: Beginning with the 2023-2024 school year, staff members who are eligible for 403b contributions and tax sheltered annuities may change monetary amounts three times a year. The time frame for monetary changes is August 1-31, January 15-25, and May 1-15 of the current school year. Beginning with the 2015-2016 school year, staff members who are eligible for 403b contributions and tax sheltered annuities may change companies twice a year. The time frame for company changes is August 1-31 and January 15-25 of the current school year. Beginning with the 2003-2004 school year, staff members who are eligible for 403b contributions and tax sheltered annuities may change companies twice a year. The time frame for company changes is August 1-31 and January 15-25 of the current school year. Beginning with the 2003-2004 school year, staff members who are eligible for 403b contributions and tax sheltered annuities may only add a new investment company if there are a total of five (5) staff members that will invest in the new company. New investment companies may only be added once a year. The time frame for company additions is August 1-31 of the current school year. A school year runs from July 1 – June 30. Cancellations can be done at any time.

# ARTICLE XIIC

#### POST-RETIREMENT HEALTH CARE SAVINGS PLAN

Section 1 Establishment of the Plan and Trust: The School District will adopt a postretirement health care savings plan (Plan) as described in Minnesota Statutes Section 352.98. It is intended that the post-retirement health care savings plan (HCSP) and its associated trust be made available through the Minnesota State Retirement System.

<u>Section 2 Contributions to the Plan</u>: Within 30 days of the effective date of retirement or if later, upon adoption of the Plan, the School District will pay 100% of the amount of Severance Pay the employee is entitled to under Article XIIA of this agreement to an individual account established for the employee in a Health Care Savings Plan (HCSP). The amount payable to the Plan will be made in one lump sum.

# ARTICLE XIII

## **MISCELLANEOUS**

<u>Section 1 Liability Insurance</u>: The School District will provide adequate liability insurance within statutory limitations for teachers when their personal automobiles are needed for School District purposes at the request and authorization of the administration.

<u>Section 2 School Board Policies</u>: The School District will provide the exclusive representative with a comprehensive copy of the written School Board policies.

Section 3: The teachers of Badger School District No. 676 will be provided with a workroom.

<u>Section 4</u>: The Badger School District No. 676 will provide all teachers with a copy of the existing teacher Agreement.

#### ARTICLE XIV

#### UNREQUESTED LEAVE OF ABSENCE REINSTATEMENT SENIORITY POLICY

**Section 1 Purpose:** The purpose of this policy is to implement the provisions of MS 122.40, subd. 11, which policy, when adopted, will constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitation of merger of classes caused by consolidation of District.

### Section 2 Definitions:

<u>Subd. 1</u>: "Employee" means a continuing contract teacher who is a member of the appropriate unit as defined in this Agreement. Probationary teachers will not be defined as an employee for purposes of this Article.

**<u>Subd. 2</u>**: "Teacher" will mean those members of the unit as defined by PELRA.

**Subd. 3**: "Day/date of Employment" will mean the date the employee starts work in the District as a member of this bargaining unit.

<u>Subd. 4</u>: "Subject Matter Category" will mean such categories as are determined by the Board of Teaching and CFL for licensing purposes.

<u>Subd. 5</u>: "Seniority" means length of service by a continuing contract teacher commencing with the first day of continuous employment in the School District and excluding any supplementary special assignments or contracts such as summer school curriculum etc. Probationary teachers and substitute teachers as defined in MS 122.40, subd. 5 and MS 122A.44 respectively, are excluded. Upon completion of the probationary period, a teacher's seniority date will relate back to the first date of employment.

<u>Subd. 6</u>: A teacher's seniority date will be unaffected by any School Board approved leave of absence.

<u>Subd. 7</u>: In determining the length of seniority a teacher whose employment has been legally terminated by resignation, or termination pursuant to MS 122A.40, but whose employment was subsequently reinstated, by action of the School District and the teacher, without interruption of regular service, will retain his/her original seniority date.

# Section 3 Unrequested Leave of Absence:

<u>Subd. 1</u>: The School District may place teacher(s) on unrequested leave of absence as necessary without pay or fringe benefits because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave will be effective at the close of the school year. A teacher placed on unrequested leave will have the right to recall for five (5) years from the date of the teacher's last working day, provided that the teacher still holds the license for a position.

<u>Subd. 2</u>: <u>Notice to teachers</u>. Teachers placed on such leave will receive notice before July 1 of the school year prior to the commencement of such leave. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual

teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

<u>Subd. 3</u>: Teachers will be placed on unrequested leave in inverse order of seniority as qualified pursuant to Section 2 hereof, within the subject matter categories covered by this Agreement. Except as otherwise provided herein, no teacher will be placed on unrequested leave if there is any other qualified and licensed teacher with less seniority in the same subject matter category.

<u>Continuing contract teachers</u>: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

<u>Exceptions for licensure</u>: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement of unrequested leave of absence of another teacher who also holds a provisional license in the same field.

<u>Subd. 4</u>: The provisions herein will not apply if it will result in any violation of the District's affirmative action program which will include ethnic, race, color or sex; and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

<u>Subd. 5</u>: In the event of a staff reduction action affecting teachers whose first date of employment commenced on the same date, and who have equal seniority, the employee with the earlier date of Board approval will be senior. If seniority is still equal, the following steps will be followed in order until the tie is broken.

- Step A. Years of service as a licensed teacher.
- Step B. Total credits beyond a bachelor's degree
- Step C. Total graduate level credits beyond a bachelor's degree

<u>Subd. 6</u>: Any teacher placed 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. The leave will not impair the

continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

**Subd. 7**: A teacher on unrequested leave serving in a substitute position pursuant to MS 122A.44, will not acquire any additional seniority as a result of the substitute service, nor will such teacher's five (5) year period of unrequested leave in extended as a result of substitute service.

#### Section 4 Reinstatement:

<u>Subd. 1</u>: No new teacher will be employed by the School District while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

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

<u>Subd. 3</u>: If a position becomes available for a qualified teacher on unrequested leave, the School District will mail the notice to such teacher. A teacher has a right to a position unless the teacher fails to advise the School Board within 30 days of the date of the notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the Board. Failure to provide written notice of acceptance of reemployment or to report under the provisions outlined herein, will constitute forfeiture of the right to recall and such teacher will forfeit any further recall rights. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

<u>Subd. 4</u>: In order to maintain the right to reinstatement, the teacher must file a written statement by April 1 of each year requesting reinstatement for the following year. Reinstatement rights will automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement will exist.

## Section 5 Right to a Hearing and Decision:

<u>Subd. 1</u>: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

<u>Subd. 2</u>: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

# Section 6 Establishment of Seniority Lists:

<u>Subd. 1</u>: The School District will publish and furnish copies to the association of a seniority list pursuant to this Article within ninety (90) days after execution of this agreement, and annually thereafter no later than November 30 of each year. The list published on November 30 will reflect the license (s) on file as of the end of the day on September 15 of each year. In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, the seniority list as published in November will govern for purposes of determining layoff within the areas of licensing and qualifications for the following school year.

<u>Subd. 2</u>: A teacher who disputes his/her standing in list promulgated by the School District may process a grievance pursuant to the grievance procedure within twenty (20) working days following the publication of the list.

<u>Subd. 3</u>: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

<u>Section 7 Effect</u>: This Article will govern the seniority rights of all teachers as defined herein who are members of the appropriate unit covered by this Agreement. This Article will not be construed to limit or diminish the Statutory rights, as provided in MS 122A.40 subd. 11, of any other licensed employee not covered by this Agreement, to a position in the School District consistent with their seniority as provided in said statute nor will this

Article be constructed to limit or diminish the contractual rights of other licensed employees covered by a similar agreement.

<u>Section 8 Insurance Participation</u>: An employee on lay off pursuant to this Article will be entitled to participate in group insurance programs at his/her own expense, to the extent permitted by statute and/or carrier rules.

<u>Section 9 Realignment</u>: Nothing in this Article will require the School District to reassign a senior teacher to a different program assignment to accommodate the seniority claims of a junior teacher, nor will it require the School District to assign a senior teacher to a substantially different level assignment. For purposes of this section, a substantially different level assignment will mean an assignment between preschool, kindergarten, grades 1 through 6, junior high, and senior high school.

# ARTICLE XV

# **GRIEVANCE AND ARBITRATION**

## Section 1 Definitions:

**<u>Subd. 1 Grievance</u>**: A grievance will mean a complaint by a teacher(s) that there has been a violation, misinterpretation or misapplication of the provision of this Agreement.

<u>Subd. 2 Days</u>: "Days" means calendar days excluding Saturdays, Sundays, or holidays as provided in the school calendar.

<u>Subd. 3 Reduced to Writing</u>: "Reduced to Writing" means a concise statement outlining the nature and facts surrounding the grievance, the point of contention or disagreement, the specific provisions of the agreement allegedly violated and the particular relief sought. Grievances will be submitted on the grievance form available at the School District office.

**Subd. 4 Answer:** "Answer" means a concise response outlining the employer's position and action of the grievance.

<u>Subd. 5 Grievant(s)</u>: "Grievant(s)" means an individual teacher or groups of teachers.

<u>Subd. 6 Processing of Grievance</u>: The processing of all grievances will be during normal work days, and teachers will not lose wages due to their participation. Processing will be defined as meetings with the administration to discuss the grievance. However, grievance hearings at Level III may be outside the work day.

<u>Subd. 7 Computation of Time</u>: 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 will not be included. The last day of the period so computed will 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, Sunday, or a legal holiday. The filing or service of any notice or document herein will be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

<u>Subd. 8 Time Limits and Level Waivers</u>: Failure of the grievant(s) to adhere to the time limits of this Article will result in a forfeiture of the grievance. Failure of the School District to respond within any time limits provided herein will be determined a denial of the grievance and the teacher may appeal the grievance to the next level. However, nothing herein will relieve the School District from the responsibility of providing a written answer at each level of the grievance procedure. The parties by mutual written agreement may waive any step and extend any time limits in this procedure.

<u>Section 2 Grievance</u>: All teachers within the unit may use this procedure and may request that a union representative represent them at any meeting with the School District.

**Subd. 1 Level I:** A grievance to be timely must be reduced to writing and submitted to the appropriate Principal for review within fifteen (15) days of the occurrence. Within six (6) days of receiving the grievance, the Principal will meet with the grievant(s) and within six (6) days of this meeting, reduce his/her decision to writing.

**Subd. 2 Level II:** If there is no resolution of the grievance at Level I, the grievant(s) may, if the grievance is to be pursued, appeal it in writing through the association within seven (7) days of the receipt of the answer in Level I to the Superintendent. Within seven (7) days the Superintendent will meet with the grievant(s) and within seven (7) days of this meeting, will reduce his/her decision to writing.

**Subd. 3 Level III:** If the grievance has not been resolved at Level II, the grievance may be appealed through the association to the School Board provided the appeal is filed within ten (10) days of the receipt of the answer in Level II. Within fifteen (15) days of the receipt of an appeal from Level II, the School Board, its committee, or its designee will meet with the grievant(s) and within six (6) days of this meeting will reduce its decision to writing. Should the School Board, its committee, or its designee not meet within the fifteen (15) day period with the grievant (s), the grievance will be considered denied by the School Board and the grievant (s) may proceed pursuant to Section 3 hereof.

**Section 3 Arbitration:** If there is no resolution at Level III, the grievant(s) may request arbitration, providing such a request is made in writing to the Superintendent within ten (10) days of the receipt of the Level III answer. The School District and the grievant(s) will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, either party may request from the Bureau of Mediation Services, pursuant to PELRA, a list of five arbitrators, providing such request is made within ten (10) days after filing of the notice of the intent to arbitrate. The parties will alternately strike names from this list until only one (1) name remains. The remaining arbitrator will hear and decide the grievance as soon as arrangements can be made to do so by the parties and their representatives.

**Subd. 1 Hearing:** The arbitrator will schedule a hearing at which each party will have the right to the representation they choose and the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the grievance.

<u>Subd. 2 Jurisdiction</u>: The arbitrator will have jurisdiction over disputes properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend, subtract or modify the terms of this Agreement.

**Subd. 3 Decision:** The decision of the arbitrator will be rendered within twenty (20) days after the close of the hearing. The arbitrator will have the power to make appropriate awards, and his/her decision will be final and binding, subject to the limitations as provided in PELRA.

**Subd. 4 Expenses:** Each party will 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 will be made of the hearing at the request of either party. The parties will share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party will pay the full cost of transcribing or recording the proceedings and of the transcript copy. If both parties request a transcript or recording, the cost will be equally shared. If the second party orders a transcript after the first party has paid for the transcribing and recording, the second party will also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

### ARTICLE XVI

#### **DURATION**

Section 1 Term and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA of 1971 "as amended." If either party desires to modify or amend this Agreement commencing July 1, 2023, it will give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties will not commence negotiations prior to April 1, 2025.

**Section 2 Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the teachers of the District. The provision 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.

<u>Section 3 Finality</u>: Any matters relating to the current contract term whether or not referred to in this Agreement, will not be open for negotiations during the term of this Agreement.

<u>Section 4 Severability</u>: The provisions of this Agreement will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of this Agreement of the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

 

 For: THE BADGER EDUCATION ASSOCIATION
 For: INDEPENDENT SCHOOL DISTRICT No. 676

 President
 Chair

 Secretary
 Clerk

 Chief Teacher Negotiator
 Chief Board Negotiator

 Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_

					Lane			
	FISCAL YEAR 2024	BA	BA+15	BA+30	BA+45	MA/BA+60	MA+15	
	FIRST YEAR	1	2	3	4	5	6	
	1	45,996	47,009	48,021	49,034	50,047	51,059	
	2	47,009	48,021	49,034	50,047	51,059	52,072	
	3	48,021	49,034	50,047	51,059	52,072	53,085	
	4	49,034	50,047	51,059	52,072	53,085	54,097	
	5	50,047	51,059	52,072	53,085	54,097	55,110	
	6	51,059	52,072	53,085	54,097	55,110	56,123	
	7	52,072	53,085	54,097	55,110	56,123	57,136	
	8	53,085	54,097	55,110	56,123	57,136	58,148	
	9	54,097	55,110	56,123	57,136	58,148	59,161	
STEP	10	55,110	56,123	57,136	58,148	59,161	60,174	
LS	11	56,123	57,136	58,148	59,161	60,174	61,186	
	12	57,136	58,148	59,161	60,174	61,186	62,199	
	13	58,148	59,161	60,174	61,186	62,199	63,212	
	14	59,161	60,174	61,186	62,199	63,212	64,224	
	15	60,174	61,186	62,199	63,212	64,224	65,237	
	16	61,186	62,199	63,212	64,224	65,237	66,250	
	17	62,199	63,212	64,224	65,237	66,250	67,263	
	18	63,212	64,224	65,237	66,250	67,263	68,275	
	19	64,224	65,237	66,250	67,263	68,275	69,288	
	20	65,237	66,250	71,131	72,144	73,156	74,169	

# 2023-2024 SALARY SCHEDULE A

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		Lane						
	FISCAL YEAR 2025	BA	BA+15	BA+30	BA+45	MA/BA+60	MA+15	
	SECOND YEAR	1	2	3	4	5	6	
	1	47,062	48,075	49,087	50,100	51,113	52,125	
	2	48,075	49,087	50,100	51,113	52,125	53,138	
	3	49,087	50,100	51,113	52,125	53,138	54,151	
	4	50,100	51,113	52,125	53,138	54,151	55,163	
	5	51,113	52,125	53,138	54,151	55,163	56,176	
	6	52,125	53,138	54,151	55,163	56,176	57,189	
	7	53,138	54,151	55,163	56,176	57,189	58,202	
	8	54,151	55,163	56,176	57,189	58,202	59,214	
	9	55,163	56,176	57,189	58,202	59,214	60,227	
STEP	10	56,176	57,189	58,202	59,214	60,227	61,240	
LS	11	57,189	58,202	59,214	60,227	61,240	62,252	
	12	58,202	59,214	60,227	61,240	62,252	63,265	
	13	59,214	60,227	61,240	62,252	63,265	64,278	
	14	60,227	61,240	62,252	63,265	64,278	65,290	
	15	61,240	62,252	63,265	64,278	65,290	66,303	
	16	62,252	63,265	64,278	65,290	66,303	67,316	
	17	63,265	64,278	65,290	66,303	67,316	68,329	
	18	64,278	65,290	66,303	67,316	68,329	69,341	
	19	65,290	66,303	67,316	68,329	69,341	70,354	
	20	66,303	67,316	72,197	73,210	74,222	75,235	

# 2024-2025 SALARY SCHEDULE B

# INSERT SCHEDULE C

# INSERT SCHEDULE D

# 2023-2025 SCHEDULE E

Art Club		360	
Bus Chaperone		30	2 hour minimum + ticket
College in the High School (CIHS)		75	per credit
Envirothon		360	
Fair Art Work Coordinator(s)		25	per hour (limit 16 hours)
FCCLA Advisor	Year 1	1,550	FCCLA Assistant 810
	Year 2	1,650	860
	Year 3	1,750	910
	Year 4	1,850	960
	Year 5	1,950	1,010
	Year 10	2,375	1,223
	Year 20	2,875	1,473
Advise Regional FCCLA Officer		250	
Advise State FCCLA Officer		500	
Jr. Class/Prom Advisor (per		240	\$340 per advisor up to 2 people or
advisor) Jr. High Knowledge Bowl (KB)		<u>340</u> 580	\$680 if only 1 person
<b>o</b> ( /			
Sr. High Knowledge Bowl (KB)		1,060	
Math League Music Contests		1,040 410	Per contest/maximum of 6.
Music Review National Honor Society (NHS)		<u> </u>	Per director, limit 3
		70	Additional if event out of GMR District
Pep Band			Additional II event out of GMR District
Play Coach Professional Pay		<u>1,500</u> 32	Per hour (with prior approval)
· · · · · · · · · · · · · · · · · · ·		300	
DARE Advisor			
Spelling Bee St. Council Advisor		<u> </u>	
Summer School			
TARGET Advisor		prof pay	
Teacher of the Year (every third year		<u>360</u> 340	
Wolf Ridge Advisor	1	340	
			Per Night
Overnight Yearbook		1,035	Per Night
FIRST Robotics Advisor		1,140	
Recovery Credits		240	Per student, per semester
Teacher Mentorship		360	
Concession Advisor			
		360	

#### **APPENDIX A**

Memorandum of Understanding regarding Distance Learning Model

The School District and the Badger Education Association agree to meet and negotiate regarding Distance Learning and prep time associated with Distance Learning should a Distance Learning Model be reinstated at any point during the 2023-2025 Collective Bargaining Agreement Cycle, which ends on June 30, 2025. This Memorandum of Understanding does not set precedence and does not establish past practice.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

For: THE BADGER EDUCATION ASSOCIATION For: INDEPENDENT SCHOOL DISTRICT No. 676

President

Chair

Clerk

Secretary

Chief Teacher Negotiator

Chief Board Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_