MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN Independent School District #676 And Badger Education Association (BEA), Local #7010

This Memorandum of Understanding (MOU) is entered into by and between Independent School District No. 676, Badger ("School District") and Badger Education Association, Local 7010 ("Union").

WHEREAS, the School District and the Union are parties to a Master Agreement governing the terms and conditions of employment for teachers; and

WHEREAS, Article IX, Section 1, subd. 2 of the Master Agreement sets forth leaves of absence and payout for accrued PTO days above the maximum number of PTO days of teachers employed by the School District; and

WHEREAS, Article XIIA, Section 5 of the Master Agreement sets forth the calculation of severance pay and the payout of severance pay; and

WHEREAS, the School District and the Union mutually desire to enter into this MOU to resolve any issues related to teachers having choices when compensation is made for PTO days over the accrued maximum and severance pay.

NOW THEREFORE, the parties resolve as follows:

- 1. When teachers receive compensation for PTO days above the accrued maximum, the compensation will be placed in the teachers 403b account.
- 2. Teachers' severance compensation will be placed in the teachers 403b account no later than January 15 of the year following a teacher's retirement from the School District.
- 3. Both parties agree to incorporate these changes into the successor master agreement.
- 4. This MOU will remain in effect until a successor master agreement is reached between the Union and the School District.

By signing below, the parties agree to the above-described understanding.

For Badger Education Association:

For Independent School District #676:

President

Chairperson

Clerk

Dated: _____

Dated: _____