

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 2010 (“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 VI, of the Master Agreement sets forth the basic salaries and rates of pay of teachers employed by the School District; and

WHEREAS, Article VII, of the Master Agreement sets forth the extra compensation of teachers employed by the School District; and

WHEREAS, Article VII, of the Master Agreement sets forth group insurance; and

WHEREAS, Article XI, of the Master Agreement sets forth the leaves of absence; and

WHEREAS, Article X, of the Master Agreement sets forth the hours of service of teachers employed by the School District; and

WHEREAS, Article XI, of the Master Agreement sets forth the length of the school year of teachers employed by the School District; and

WHEREAS, Article XIIA, of the Master Agreement sets forth severance pay; and

WHEREAS, Article XIIB, of the Master Agreement sets forth 403b contribution; and

WHEREAS, the School District and the Union agree that the current collective bargaining agreement between the parties governs the terms and conditions of employment; and

WHEREAS, the School District is in need of filling Secondary Mathematics teaching position; and

WHEREAS, the School District and the Union mutually desire to enter into this MOU to resolve any issues related to the rehiring of retired teacher Sherri Lynn Kukowski.

NOW THEREFORE, the parties resolve as follows:

1. The School District will employ Sherri Lynn Kukowski for 151 Paid Scheduled Duty Days scheduled Monday-Thursday, unless there is not a full 5-day week scheduled (as well as preparing lesson plans, quizzes, tests and sub notes for the remaining balance of 172 student days) as a Secondary Mathematics Teacher for the 2023-2024 school year, only. Her daily rate of pay in the amount of \$430.

2. Sherri Lynn Kukowski will be credited with sixteen Monday through Thursday (16) Paid Time Off (PTO) days on the first day of employment of the 2023-24 school year as indicated in Article IX of the master agreement.
3. When Sherri Lynn Kukowski is not scheduled to work on a Friday, the limitation of no more than three (3) teachers may be granted PTO on the same day, found in Article IX, Section 1, subd. 4, of the master agreement, will not apply since she is not utilizing a PTO day.
4. Sherri Lynn Kukowski also knowingly and voluntarily waives any right to the following provisions contained in the 2023-2025 and subsequent teachers' collective bargaining agreements: Article VIII, Group Insurance and Article XIII, Severance Pay, except Section 5. If Sherri Lynn Kukowski has unused PTO days, at the end of the 2023-24 school year, each unused day will be paid at a rate of \$110 per day and be deposited into her 403b account at the conclusion of the 2023-2024 school year.
5. Sherri Lynn Kukowski may elect to make contributions under the School District's 403(b) plan and receive a matching contribution of \$1,200 per year in 2023-2024 as set forth in Article XI, Section 1, if applicable.
6. As of the end of the 2023-2024 school year, employment with the School District shall automatically terminate with no further action by the School District required, and Sherri Lynn Kukowski shall have no right to further employment with the School District in the position of Secondary Mathematics Teacher or any other position. Sherri Lynn Kukowski knowingly and voluntarily waives any continuing contract rights she would otherwise be entitled to pursuant to Minnesota Statutes Section 122A.40 and/or Minnesota Statutes Section 122A.44.
7. The Association acknowledges that nothing contained in this Agreement shall constitute or be interpreted as constituting a past practice.

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: _____