

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 of the Master Agreement sets forth leaves of absence and Paid Time Off ("PTO") days of teachers employed by the School District; and

WHEREAS, the School District and the Union wish to address the Minnesota Earned Sick and Safe Time ("ESST") law passed by the Minnesota State Legislature in 2023, (Session Law, Chapter 53, Article 12), effective January 1, 2024; and

WHEREAS, the School District and the Union mutually desire to enter into this MOU to resolve any issues related to teachers utilizing ESST days when using

NOW THEREFORE, the parties resolve as follows:

1. This MOU is being entered into to comply with Minnesota's ESST law, effective January 1, 2024. To the extent the law or related guidance changes impacting the terms of this MOA, the parties will meet and negotiate an amendment to this agreement.
2. All full-time teachers received PTO frontloaded at the beginning of the 2023-2024 school year. A total of 128 hours of frontloaded PTO is available to teachers for use during the 2023-2024 school year in addition to any accrued PTO, so that the District is in compliance with the requirements of Minnesota's ESST law, Minn. Stat. §§ 181.9445 to 9448.
3. All non-full-time teachers must receive and be permitted to use ESST in compliance with requirements of Minn. Stat. §§ 181.9445 to 9448.
4. PTO time will be taken in ½ day (4 hours) or full day (8 hours) increments.
5. The limitations to PTO usage described in Article IX, Section 1, Subdivision 4 of the Agreement do not apply to any absence covered by Minn. Stat. §§ 181.9447.
6. Both parties agree to revisit this language when negotiating the successor master agreement.
7. 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: _____