

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 676
BADGER, MINNESOTA**

AND

THE BADGER EDUCATION ASSOCIATION

EFFECTIVE DATES: JULY 1, 2021 THROUGH JUNE 30, 2023

ARTICLE V

TEACHER RIGHTS

Section 1 Request for Dues Check Off: 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.

Section 2 Fair Share Fee: 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 prorated share of the specific expenses incurred for services rendered by the exclusive representative 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.

Section 3 Meet and Confer: 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.

*Please see notes
on
next page
6*

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.

Section 5 Personnel Files: 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.

Section 6 Teacher Assignment: 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.

* * **Section 7 Pairing/Sharing Teachers:** 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.

Current

IRS mileage reimbursement
rate is 62.5 cents per mile

July 1 through Dec. 31



Badger School District, 110 Carpenter Ave, Badger, MN 56714 to Greenbush Middle River School, 401 Park Ave W, Greenbush, MN 56726

Drive 10.1 miles, 14 min



Map data ©2022 2000 ft

Badger School District

110 Carpenter Ave, Badger, MN 56714

- ↑ 1. Head northwest on Carpenter Ave toward S Main St
174 ft
 - ↶ 2. Turn left onto S Main St
1.7 mi
 - ↷ 3. Turn right onto MN-11 W
7.9 mi
 - ↷ 4. Turn right to stay on MN-11 W
0.2 mi
 - ↶ 5. Turn left onto Main St S
0.1 mi
 - ↗ 6. Slight right onto Park Ave W
0.1 mi
- i Destination will be on the left

Greenbush Middle River School

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

Section 1 Selection of Carrier: 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 \$5,125 per year in 21-22 and \$5,625 per year in 22-23 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 \$50 per month 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 \$9,650 per year in 21-22 and \$10,150 per year in 22-23 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; (2) one family contribution and one single contribution applied toward 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 \$50 per month to the employee's individual Health Savings Account provided by the School District. ✓

Subd. 3: 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.

Section 3 Eligible Employees: 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)

Section 4 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 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.

Section 6 Flex Benefit Plan: 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 pay \$25 per month toward the cost of the premium. Any additional cost of the premium will be borne by the employee and paid by payroll deduction. ✓

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

Subd. 4: 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.

Subd. 5: 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

8am to 4pm?
7:45am to 3:45pm?
7:30am to 3:30pm?

✓ **Section 1 Basic Day:** 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. ✓

✓ **Section 2 Variance:** 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. Variance in the duty hours will be granted or denied at the sole discretion of the School District. ✓

Section 3 Preparation Time and Regular Student Contact Assignment:

Subd. 1: 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.

Subd. 2: 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.

Subd. 3: 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.

Subd. 4: 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.

Subd. 5. Overload Pay: 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.

step 19, Lane BA → \$63,314 ÷ 180 → \$351.75 Daily Rate
Full Teacher Contract Days ≈ \$43.97 per period × 172 days ≈ \$7,562.84
Student Contract Days

ARTICLE XI

LENGTH OF SCHOOL YEAR

Section 1 Teacher Duty Days: 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.

Section 2 Emergency Closings: 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 2021-2022 is 180 days and 2022-2023 is 180 days.

ARTICLE XIII

SEVERANCE PAY

Section 1 Eligibility: (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.

Section 2: 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.

Section 3: 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.

Section 4: 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.

Section 5: 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 \$60 per day for 2021-2022 and \$70 per day for 2022-2023 for unused PTO in addition to eligible severance pay or 403b contributions. Teachers who have completed ten years of service will be paid at a rate of \$70 per day for 2021-2022 and \$80 per day for 2022-2023; fifteen years of service will be paid \$80 per day in 2021-2022 and \$90 per day in 2022-2023; twenty years of service will be paid at a rate of \$90 per day in 2021-2022 and \$100 per day in 2022-2023.

ARTICLE XIIB

403b CONTRIBUTION

Section 1: The School District will make a dollar for dollar match up to \$1,100.00 per year in 2021-2022 and \$1,100.00 per year in 2022-2023 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 \$30,000.00 per teacher. ✓

Section 2: 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.

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

2022-23 SALARY SCHEDULE B

FISCAL YEAR 2023		Lane																								
SECOND YEAR	BA	BA+15	BA+30	BA+45	MA/BA+60	MA+15	STEP																			
	1	2	3	4	5	6	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
0	44,870	45,858	46,846	47,833	48,826	49,810	49,810	50,802	51,788	52,776	53,765	54,750	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357
1	45,858	46,846	47,833	48,826	49,810	50,802	50,802	51,788	52,776	53,765	54,750	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357	
2	46,846	47,833	48,826	49,810	50,802	51,788	51,788	52,776	53,765	54,750	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357		
3	47,833	48,826	49,810	50,802	51,788	52,776	52,776	53,765	54,750	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357			
4	48,826	49,810	50,802	51,788	52,776	53,765	53,765	54,750	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357				
5	49,810	50,802	51,788	52,776	53,765	54,750	54,750	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357					
6	50,802	51,788	52,776	53,765	54,750	55,740	55,740	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357						
7	51,788	52,776	53,765	54,750	55,740	56,726	56,726	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357							
8	52,776	53,765	54,750	55,740	56,726	57,716	57,716	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357								
9	53,765	54,750	55,740	56,726	57,716	58,704	58,704	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357									
10	54,750	55,740	56,726	57,716	58,704	59,692	59,692	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357										
11	55,740	56,726	57,716	58,704	59,692	60,680	60,680	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357											
12	56,726	57,716	58,704	59,692	60,680	61,669	61,669	62,657	63,643	64,633	65,620	66,518	67,489	72,357												
13	57,716	58,704	59,692	60,680	61,669	62,657	62,657	63,643	64,633	65,620	66,518	67,489	72,357													
14	58,704	59,692	60,680	61,669	62,657	63,643	63,643	64,633	65,620	66,518	67,489	72,357														
15	59,692	60,680	61,669	62,657	63,643	64,633	64,633	65,620	66,518	67,489	72,357															
16	60,680	61,669	62,657	63,643	64,633	65,620	65,620	66,518	67,489	72,357																
17	61,669	62,657	63,643	64,633	65,620	66,518	66,518	67,489	72,357																	
18	62,657	63,643	64,633	65,620	66,518	67,489	67,489	72,357																		
19	63,314																									

$\$63,314 \div 180 \uparrow$
 Teacher Contract Days
 $\approx \$351.75$
 Extension of 5 more Days
 $\$351.75 \text{ Daily Rate} \times 5$
 $\underline{\$1,758.75}$