

INDEPENDENT SCHOOL DISTRICT NO. 676

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Administration

Kevin Ricke, Superintendent & Principal K-12
Stacey Warne, Dean of Students

Board of Education

Jamie Isane, Chair
Jeremy Swenson, Vice Chair
Cari Dostal, Clerk
Jodie Davy, Treasurer
Brent Olson, Director
Jared VonEnde, Director

REHIRED, RETIRED TEACHER AGREEMENT

WHEREAS, Sherri Lynn Kukowski (hereinafter referred to as “Teacher”) was employed as a Secondary Mathematics teacher by Independent School District No. 676, Badger, Minnesota (hereinafter referred to as the “School District”); and

WHEREAS, Teacher submitted a resignation and retired from employment with the School District effective the end of the 2022-2023 school year; and

WHEREAS, at the time of retirement Teacher possessed continuing contract rights with the School District pursuant to Minnesota Statutes Section 122A.40; and

WHEREAS, the School Board approved the resignation of Teacher during its November 21, 2022 regular meeting, with the effective resignation date of May 26, 2023; and

WHEREAS, the Minnesota Legislature amended the Teachers Retirement Act (“TRA”) to allow a retired teacher to resume teaching service without forfeiting TRA annuity payment offsets for earnings in excess of the annual limitation; and

WHEREAS, the School District is in need of filling Secondary Mathematics teaching position for **151 Paid Scheduled Duty Days (as well as preparing lesson plans, quizzes, tests and sub notes for the remaining balance of 172 student days) for the 2023-2024 school year**; and

WHEREAS, Sherri Lynn Kukowski has consulted with an attorney and/or The Badger Education Association (hereinafter referred to as “the Association”) and has been fully advised of rights, including, but not limited to, rights under TRA, Minnesota Statutes Section 122A.40 and Minnesota Statutes Section 122A.44; and

WHEREAS, the School District is willing to employ Sherri Lynn Kukowski for the 2023 - 2024 school year, provided Sherri Lynn Kukowski expressly waives any and all continuing contract rights arising out of employment with the School District, certain rights under the teachers' collective bargaining agreement and any right to any other position in the School District; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the School District, Sherri Lynn Kukowski, and the Association as follows:

1. The School District hereby employs Sherri Lynn Kukowski for **151 Paid Scheduled Duty Days, school days 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. **Daily rate of pay in the amount of \$430.**

2. 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.

3. Because of the limited period of Sherri Lynn Kukowski's employment, 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 XIIA, 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.

4. Sherri Lynn Kukowski will be credited with **sixteen Monday through Thursday (16) Paid Time Off (PTO)** days on the first day of employment.

5. It is specifically understood and agreed that the School District has made no representations to Sherri Lynn Kukowski regarding TRA benefits, or eligibility for benefits, pursuant to TRA which have accrued during the course of Sherri Lynn Kukowski's employment as a teacher or may accrue as a result of any payments made under this Agreement. It is further specifically understood and agreed that any issues regarding TRA which relate to or arise as a result of this Agreement are strictly between Sherri Lynn Kukowski and TRA and its agents, and that the School District shall have no responsibility or liability for such issues, and Sherri Lynn Kukowski hereby releases, indemnifies and holds the School District harmless as to any disputes, claims, or other matters arising between Sherri Lynn Kukowski and TRA.

6. The Association acknowledges that nothing contained in this Agreement shall constitute or be interpreted as constituting a past practice.

7. Sherri Lynn Kukowski acknowledges by executing this Agreement that there are no covenants, promises, undertakings or understandings outside of this Agreement other than those specifically set forth herein.

8. Sherri Lynn Kukowski further acknowledges by executing this Agreement that Sherri Lynn Kukowski has had an opportunity to discuss the terms of this Agreement with an attorney and/or the Association, that Sherri Lynn Kukowski has been fully advised of legal rights pursuant to TRA, Minnesota Statutes Section 122A.40 and/or Minnesota Statutes Section 122A.44, and any and all rights that Sherri Lynn Kukowski may have regarding employment by the School District, and that there were no inducements or representations leading to the execution of this Agreement except as contained herein.

I have read the foregoing Agreement and by signing hereby confirm that I fully understand and agree to its terms and application.

Dated: _____ By: _____

Dated: _____ By: _____
Kevin Ricke, Superintendent, INDEPENDENT SCHOOL
DISTRICT NO. 676, BADGER, MINNESOTA

Dated: _____ By: _____
Jamie Isane, Chair of the School Board

Dated: _____ By: _____
Cari Dostal, Clerk of the School Board