

AGREEMENT

BETWEEN

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

AND

THE BADGER EDUCATION ASSOCIATION

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

**Subd. 3 Decision:** The decision of the arbitrator will be rendered within twenty (20) days after the close of the hearing. The arbitrator will have the power to make appropriate awards, and his/her decision will be final and binding, subject to the limitations as provided in PELRA.

**Subd. 4 Expenses:** Each party will bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party will pay the full cost of transcribing or recording the proceedings and of the transcript copy. If both parties request a transcript or recording, the cost will be equally shared. If the second party orders a transcript after the first party has paid for the transcribing and recording, the second party will also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

## ARTICLE XVI

### DURATION

**Section 1 Term and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA of 1971 "as amended." If either party desires to modify or amend this Agreement commencing July 1, 2021, it will give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties will not commence negotiations prior to April 1, 2023.

**Section 2 Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the teachers of the District. The provision herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3 Finality:** Any matters relating to the current contract term whether or not referred to in this Agreement, will not be open for negotiations during the term of this Agreement.

**Section 4 Severability:** The provisions of this Agreement will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of this Agreement or the application of any provision thereof.