



**MASTER AGREEMENT  
CERTIFIED**

**BETWEEN**

**BELGRADE-BROOTEN-ELROSA**

**SCHOOL DISTRICT #2364  
AND  
EDUCATION MINNESOTA - BBE**

**Effective Dates: July 1, 2025 through June 30, 2027**

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# 2025-2027 MASTER AGREEMENT

## ARTICLE I: PURPOSE

### Section 1. Parties:

THIS AGREEMENT is entered into between the Belgrade-Broten-Elrosa Independent School District 2364, hereinafter referred to as the School District or District and the Belgrade-Broten-Elrosa Education Association, hereinafter referred to as exclusive representative, is pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes the Belgrade-Broten-Elrosa Education Association as the exclusive representative of teachers employed by Independent School District No. 2364, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

### Section 2. Appropriate Units:

The exclusive representative shall represent all teachers of the District as defined in this Agreement and in said Act.

## ARTICLE III: DEFINITIONS

### Section 1. Terms and Conditions of Employment:

The term, "terms and conditions of employment", means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

In the case of school employees, "terms and conditions of employment" includes classroom teacher-to-student ratios in classrooms, student testing, and student-to-personnel ratios.

### Section 2. Teachers:

Teacher. "Teacher" means any public employee other than a superintendent or assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:

- (1) in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board or the commissioner of education; or
- (2) in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist.; or
- (3) in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program, except that an employee in a bargaining unit certified before January 1, 2023, may remain in a bargaining unit that does not include teachers unless an exclusive representative files a petition for a unit clarification or to transfer exclusive representative status.

A full time teacher is one who is employed (74%) of the time or more of the contract year based on a 182-day school year, 8 hours per day, but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

### Section 3. Part-Time Teachers:

Subd. 1: Part-time teachers and long-term substitute teachers who substitute teach more than (30) days for one individual teacher and meet the requirements under the P.E.L.R.A. to belong to the bargaining unit but do not teach full time will be paid on a pro rata basis for salary only. Other fringe benefits will only be provided if included in that specific section of this Agreement. Preparation time will be given on a pro rata basis to part-time teachers as per the length of their contract.

Subd. 2: Short-term substitute teachers' salaries and fringe benefits will be set by the District.

Subd. 3: Adult teachers', Community Education teachers', and homebound teachers' salaries and fringe benefits will be set by the School District as long as they do not fall under the requirements of the P.E.L.R.A.

### Section 4. School District:

For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

### Section 5: Immediate Family:

The definition of immediate family shall mean spouse or domestic partner, children, parents, siblings, grandparents (including individuals in these categories who are "step", "half", or "in-law" to the staff member or their spouse or domestic partner, and individuals whom the staff member, spouse, or domestic partner claim as a dependent on their federal tax returns).

## **ARTICLE IV: SCHOOL DISTRICT RIGHTS**

### Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such

areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board to manage efficiently the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effects of Laws, Rules, and Regulations:

The exclusive representative recognizes that all employees covered by the Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal Governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V: TEACHER RIGHTS**

Section 1. Right to Views:

Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as this expression is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there is one; nor shall it be construed to require any teacher to perform labor or services against his/her will. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and

personal life of any teacher is not within the appropriate concern or attention of the School District so long as a teacher does not attempt to subvert the political or moral values of the students of the District. Teachers shall be guaranteed the right to be active politically. Political rights shall include participating in party organization or campaigns of candidates, discussing political issues publicly, lobbying, organizing political action groups, and running for and serving public offices. Teachers shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities. Teachers shall not be required to work under conditions that have been determined unsafe or hazardous by the Minnesota Industrial Commission. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, gender, or marital status.

### Section 2. Right to Join:

Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School District of such a unit.

### Section 3. Request for Dues Check Off:

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off pursuant to the P.E.L.R.A. Any employee who is a member of the Union or who has applied for membership may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Union. Such authorization shall continue unless revoked in writing. Upon request of a properly executed authorization card/sheet of from the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization in eighteen (18) equal installments beginning with the first pay period in October.

- When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President between September 1 and September 30.
- Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct (1/18) of such dues from the regular paycheck of the bargaining unit member for each pay period for 18 consecutive pay periods.
- The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the

- bargaining unit members first pay day and June 30.
- Written request for membership dues check off must be received by the District by September 30 and shall continue in effect unless revoked in writing between September 1 and September 30 for the following contract year.

#### Section 4. Personnel Files:

Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours for the teacher to reproduce any of the contents of the files at his/her own 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. The teacher may, through the grievance procedure, initiate proceedings to remove false material.

#### Section 5. Mentoring Probationary Teachers

Each probationary teacher, including Tier I and II level, will be assigned a continuing contract teacher to work with them through their first year of a probationary contract status. Whenever possible, the mentor and mentee will have a similar work assignment within the district. The mentor teacher will receive \$500 per year for completion of the mentoring assignment.

Responsibilities toward the mentee may include:

- Being a role model and advocate
- Establishing a relationship which instills trust, mutual respect, and collegiality
- Encourage support, guide, and provide feedback to the mentee
- Establish a routine for consistent on-going communication
- Serve as a resource in order to share thoughts, ideas, and information to develop professional pedagogy

The mentor/mentee relationship shall be for teacher improvement/enrichment and will not be used for teacher discipline or discharge.

#### Section 6. Rights and Obligations:

The District recognizes all of the rights and objectives set forth in the P.E.L.R.A. of 1971 as amended by the 1973 legislature and in other applicable Minnesota laws.

#### Section 7. Access to Membership Lists

By October 1 of each school year, and every 120 days thereafter, the District shall provide in electronic form to the Union the names, home and work addresses, home and work telephone numbers, home and work e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Additionally, the District must provide the Union with the names of any individual hired or who has transferred out of the bargaining unit within 20 days of the hire or transfer. Upon request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.

Section 8. Access to Worksites

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Additionally, a representative of the Union shall be permitted to meet with newly hired bargaining unit members for at least 30 minutes within 30 days of the employee's hire. Unions may elect to have such meetings at the employee's designated worksite. Upon arrival at a worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

**ARTICLE VI: BASIC SCHEDULE AND RATE OF PAY**

Section 1. Basic Compensation:

Subd. 1. Direct Deposit: All teachers must enroll in direct deposit for payroll compensation.

Subd. 2. 2025-26 Rates of Pay: The wages and salaries reflected in Appendix A, attached hereto, shall be effective only for the 2025-26 school year; and teachers shall advance one increment on the salary schedule.

Subd. 3. 2026-27 Rates of Pay: The wages and salaries reflected in Appendix B, attached hereto, shall be effective only for the 2026-27 school year; and teachers shall advance one increment on the salary schedule.

Section 2. Status of Salary Schedule:

The salary schedule is not to be construed as a part of the teacher's continuing contract, and the School District reserves the right to withhold increment advancement but not lane changes. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed at which time retroactive pay will be made according to the new Agreement. The School District can withhold any other salary increase for just cause. The School District shall give written notice and the reason for such action. Any action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule:

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment and/or major or minor field as determined by the School District.

Subd. 2. Grade and Credits: Teachers earning credits beyond the B.A. or B.S. degree may receive compensation in the BA, BA15, BA30, BA40, MS, M15, M30/BA80, M40 salary lanes provided all of the credits submitted are graduate credits. The BA+60 through BA+120 lanes were retired effective FY22, but grandfathered in for those that have already attained those levels. Semester credits will be used for salary schedule placement. They must be in the teaching major or minor fields or in related fields and

must carry a grade of A, B, C, or pass, or S. No credit will be allowed for Audit, U's, F's, D's, or incompletes.

Subd. 3. Prior Approval: In order to be considered for application on the salary schedule, all credits must be approved by the superintendent in writing prior to the taking of the course.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year providing a transcript of qualified credits or official grade report is submitted to the superintendent's office no later than September 15 of each year. Credits submitted by transcript or official grade report after September 15 even though otherwise qualifying shall not be considered until the following year. If a transcript or official grade report is not available by September 15, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript or official grade report. The payment will be made retroactive after the transcript or official grade report is received.

Subd. 5. Advanced Degree Program: A teacher shall be paid for an earned degree on the masters degree lane or higher degree lane only if the degree program is in an education field and the degree program is approved in writing by the superintendent in advance. Administrative courses will not count toward a lane change until the master's degree or high degree is earned.

Subd. 6. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually paid.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Subd. 8. Application: All graduate credit granted by an accredited college or university as part of a district approved degree program or as part of a district approved program to gain additional areas of teacher licensure will be credited toward lane changes. The exceptions noted in subdivision 5 and elsewhere still apply. Credit for an advanced degree will be granted after the accredited college or university grants the degree otherwise teachers may only move 1 lane per school year.

Subd. 9. Pay Deductions: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Subd. 10. No New Contract: If no new Agreement has been reached, horizontal lane changes shall be granted but not step increases.

## **ARTICLE VII: EXTRA COMPENSATION**

### Section 1. Extra-Curricular Schedule:

The wages and salaries reflected in Appendix C, attached hereto, shall be a part of this Agreement effective for the 2025-26 and 2026-27 school years.

## Section 2: Extra Compensation for Postseason Play:

Coaches will receive an additional stipend each week for eligible postseason games or practices beyond the regular season. Postseason refers to any competition that takes place after the final guaranteed competition open to all teams. This includes, but is not limited to, events organized by FFA, BPA, and MSHSL. The first week of any postseason competition is included in the standard seasonal pay and does not qualify for an additional stipend.

- Athletics - Head Coaches receive \$200 stipend per WEEK with a cap of \$500.
- Athletic- Assistant Coaches receive \$125 per WEEK with a cap of \$300.
- Co-Curricular Head Coaches receive \$125 per WEEK with a cap of \$300.
- Co-Curricular Assistant Coaches receive \$75 per WEEK with a cap of \$200.
- Pep band directors receive \$75 per event with a cap of \$300 per season.

## Section 3. Travel and Subsistence Expense:

Expenses will be paid to a faculty member for attendance at a special meeting, convention, or coaching clinic provided previous approval has been granted by the administration. Expenses will be paid to any Varsity/JV coach to attend the State Tournament of their activity for one day plus a coaching clinic for one day. If a coach of multiple sports the number of days will be limited to the state tournament and clinic for the first sport and one event, either state tournament or clinic, for each of the other sports.

Attendance at the Education Minnesota Convention is not included. The number of days a faculty member attends such meetings is at the discretion of the superintendent. Reimbursable expenditures may include food, lodging, transportation and registration fees as agreed to by the superintendent and faculty member involved.

## Section 4. Combination Elementary Classes-Sixth Academic Class:

The School District will pay \$6000 for 2025-26 and \$6000 for 2026-27, for teaching a combination class or a sixth high school academic class. Those teachers who wish to teach a sixth class without pay in place of a study hall or to reduce their own class sizes may do so without compensation by informing Administration.

## Section 5. Tier 1 and 2 Teachers

### Educational Expenses:

Tier 2 licensed teachers / non-licensed PreK teachers currently enrolled in an accredited teacher preparation program, or Tier 1 teachers who elect to enroll in an accredited teacher preparation program, shall be eligible for an additional reimbursement of up to \$3,000 per year to be used for tuition or other educational expenses subject to the following conditions:

1. Tier 1-licensed teachers [Tier 2- licensed teachers / non-licensed PreK teachers] are eligible for this reimbursement for up to three years of enrollment in an accredited teacher licensure program.
2. The number of credits and reimbursement for agreed upon expenses related to the

licensure program shall be agreed upon in advance by the teacher and the District.

3. Credits earned with school district reimbursement shall not be applicable to advancement on the salary schedule per Article 6, Section 3.

4. The teacher shall agree to teach in the District for a minimum of 3 years after completing the licensure program.

5. If the teacher leaves the District prior to the completion of the third year of service after earning their license, the teacher shall reimburse the District an amount equal to (20%) of the total reimbursed amount per year for each year remaining of the 3-year service requirement period.

6. The teacher shall not be required to reimburse the District if failure to teach the required 3-year period is the result of District actions.

7. If a teacher holding a Tier 1 license enrolls in a teacher preparation program in Minnesota, the district and teacher shall jointly apply to PELSB for a Tier 2 license.

Additional time off:

Tier 2- licensed teachers / non-licensed PreK teachers currently enrolled in an accredited teacher preparation program, or Tier 1 teachers who elect to enroll in an accredited teacher preparation program, are eligible for 8 hours of paid leave per quarter to complete classwork related to the licensure program. Such leave must be pre-approved by the building administrator. Leave shall be in addition to the leave provisions outlined in Article 3 Section 4. Leave may be taken in 2-hour, or half-day, increments. If a teacher holding a Tier 1 license enrolls in a teacher preparation program, the district and teacher shall jointly apply to PELSB for a Tier 2 license.

Section 6. Bus Driver Incentive:

Subd. 1. Class B CDL with Passenger Endorsement:

- BBE Schools will provide in-house training for a Class B CDL with passenger endorsement to any employee willing to drive a school bus for routes, extracurricular trips, and/or substitute driving. This agreement applies only if BBE Schools has an in-house trainer available. The employee must complete the training and testing within one (1) year of beginning training. Upon passing the Class B CDL test, the employee agrees to drive for BBE Schools for at least three (3) successful years. Employees must also comply with the collective bargaining agreement and all district policies provided and signed prior to their first day of employment. In the event that the District does not need a bus driver, employees will be put on a wait list and trained at the discretion of the Transportation Director. Any additional fees for taking the driving test, if applicable, are the responsibility of the employee. If the employee does

not fulfill these terms, they will be required to reimburse BBE Schools for the cost of training and testing as follows:

- Leaving within Year 1: \$3,000 reimbursement
- Leaving within Year 2: \$2,000 reimbursement
- Leaving within Year 3: \$1,000 reimbursement

Subd. 2. School Bus Endorsement Incentive. Any employee who obtains a valid school bus endorsement on their driver's license shall be eligible for a one-time bonus payment of Five Hundred Dollars (\$500.00). This bonus shall be payable only upon successful completion of a minimum of eight (8) trips following the issuance of the endorsement. This payment shall be made only once per individual, regardless of the number of seasons, years, or roles subsequently served.

Subd. 3. Extracurricular Driving Compensation. Any coach and/or advisor who possesses a valid school bus endorsement and who operates a school bus to transport students to and from school-sponsored, off-campus activities shall be compensated at the applicable extracurricular school bus driver rate for all time spent driving. Compensation as a driver shall apply only during transit to and from the event location. Upon arrival at the event site, the employee shall be compensated at their contractual coaching or advising rate. No duplicate compensation shall be awarded for the same time period. The provisions of Article VIII: Compensation shall also apply to all extracurricular transportation duties performed under this section.

Subd. 4. Type III Vehicle Compensation. Coaches and/or advisors who are certified to operate Type III vehicles (e.g., vans) shall be compensated for such driving duties at the extracurricular van driver rate, as established by the District. Compensation as a driver shall apply only during transit to and from the event location. Upon arrival at the event site, the employee shall be compensated at their contractual coaching or advising rate. No duplicate compensation shall be awarded for the same time period.

## **ARTICLE VIII: GROUP INSURANCE**

### Section 1 : Individual Coverage Health Reimbursement Arrangement (ICHRA)

Subd. 1. Purpose. The purpose of this MOU is to outline the terms and conditions under which the District will transition from its current group health insurance model to an Individual Coverage Health Reimbursement Arrangement (ICHRA) for eligible union-represented employees, effective July 1, 2025.

Subd. 2. Background. The District and the Union have jointly reviewed healthcare benefit options in response to rising costs, plan flexibility, and employee choice. Both parties agree that implementing an ICHRA can better serve the interests of educators by allowing them to choose individual insurance plans that best meet their needs.

### Subd. 3. Scope and Eligibility

This agreement applies to all full-time employees represented by the Union who are eligible for health insurance benefits as defined in the current collective bargaining agreement (CBA).

Subd. 4. ICHRA Design and Contributions

- A. The District agrees to establish an ICHRA for eligible employees.
- B. The District is moving to a calendar-year plan effective January 1, 2026.
- C. The \$3,600 annual option for those not in the District insurance plan will remain intact.
- D. Contributions shall be tax-free to the extent allowed by law.
- E. Employees may use ICHRA funds to purchase individual health insurance plans through OneBridge, a third-party administrator.

Age Band Employee	7/1/25 - 12/31/25 6-month Contribution	1/1/26 - 12/31/26 12-month Contribution (5% increase)
Less than 34 years old	\$4,250	\$8,925 [(4250*2)*1.05]
Ages 35 to 44	\$4,750	\$9,975 [(4750*2)*1.05]
Ages 45 to 54	\$5,500	\$11,550 [(5500*2)*1.05]
Ages 55 and above	\$7,000	\$14,700 [(7000*2)*1.05]
<b>7/1/25-12/31/25 additional contributions from the District based on coverage tier</b>		
Employee + Child(ren)	Employee + Spouse	Family
\$500	\$750	\$1250
<b>1/1/26-12/31/26 additional contributions from the District based on coverage tier.</b>		
Employee + Child(ren)	Employee + Spouse	Family
\$1000	\$1,500	\$2,500

Subd. 5. Plan Administration and Support

- A. The District has selected OneBridge, a third-party administrator (TPA) to manage the ICHRA program and provide education, enrollment support, and ongoing service to employees.
- B. The District will ensure employees have access to plan comparison tools and advisors to assist with enrollment.
- C. The District shall be solely responsible for the payment of any and all broker fees or commissions incurred in connection with the establishment and administration of the Individual Coverage Health Reimbursement Arrangement (ICHRA).

Subd. 6. Continuation and Review

- A. The parties agree to review the impact and effectiveness of the ICHRA annually.
- B. This MOU will remain in effect until superseded by a revised agreement or incorporated into the collective bargaining agreement.

Subd. 7. Bargaining Agreement Integration

- A. The parties agree to consider incorporating the terms of this MOU into the next successor collective bargaining agreement.

Subd. 8. Period of Agreement / Terms

- A. This agreement for the MOU is dated July 1, 2025 through December 31, 2026.
- B. The District has agreed to a 5% addition to the base contribution (times 2) on July 1, 2025 for the period of January 1, 2026 through December 31, 2026.

Subd. 9. No Waiver of Rights

- A. Nothing in this MOU shall be construed as a waiver of any rights or obligations under the CBA or applicable labor law.

Section 3: Long Term Disability

The School District will provide a long-term disability insurance plan to cover a maximum equal to the maximum salary schedule salary in the second year of this contract rounded to the next highest \$100. The cost of the premium will be paid by the teacher through payroll deduction. All persons covered by this agreement must participate.

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 shall 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:

See Article XV and XV-A of this contract.

Section 6. Eligibility:

Subd. 1: Benefits provided in this Article are designed for full time personnel as described in Articles III and X and shall not apply to part-time personnel working 74% time or less.

Subd. 2: For those part-time teachers that work (49-74%) of the time, the School District will provide health insurance to them in the percent equal to their hours only if the insurance company recognizes their eligibility. LTD insurance is provided as per Section 2 of this article. This Subd. 2 shall not be grievable.

Section 7. Terminated Teacher Coverage:

An eligible teacher whose position is terminated may continue group insurance coverage for himself/herself and his dependents by paying full cost of such coverage by the due date to School District 2364 until re-employed or for a period of 18 months after termination, whichever is shorter.

#### Section 8. Life Insurance

The School District will pay up to a maximum of \$110 per year towards the premium of the \$50,000 term life insurance for all full time teachers who qualify for and are enrolled in the plan offered through the District. Teachers who retire from teaching from BBE shall be eligible to remain in the existing plan, if the carrier will allow them to continue, and shall be responsible for the entire cost of their premiums.

### **ARTICLE IX-A: RETIREMENT PAY (for teachers hired before July 1, 1989)**

#### Section 1:

Applicable to all teachers who began work in ISD #2364 prior to July 1, 1989. The teacher must retire from ISD #2364 and be eligible to draw TRA benefits to qualify for benefits under this article (XV). Employees discharged for cause shall not be eligible.

#### Section 2:

Eligible teachers, upon retirement, shall receive as retirement pay an amount representing five (5) days' pay for each full year of full time service but not to exceed a total of seventy (70) days' pay. This amount will be calculated using the teacher's 2001-02 base pay as defined in section 4. This amount will be paid into the individual's Post Retirement Health Care Savings Plan through the Minnesota State Retirement System. No interest will be earned by the teacher on any amount calculated under this section and not yet paid to the individual teacher. Payment will be made in July immediately following retirement.

#### Section 3:

In addition to the retirement pay provided in Section 2, a teacher shall be eligible to receive as retirement pay after retirement the amount obtained by multiplying 50 percent of the unused number of sick leave days but in any event not to exceed 85 days times his/her rate daily rate of pay during the 2001-02 school year.

Subd. 1: This amount shall be contributed by the employer into a 403b account as designated by the employee.

Subd. 2: 50 percent of this amount shall be contributed between July 1 and January 31 immediately following retirement. The remaining 50 percent shall be contributed between July 1 and January 31 of the next year.

#### Section 4:

In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate as provided by the 2001-02 Salary Schedule A including longevity pay for the basic school year and shall not include any additional compensation for extra-curricular activities, extended employment, or other compensation.

Section 5 :

In addition, teachers who retire shall be eligible to remain in the District group health and hospitalization insurance program or a Medicare Supplement Plan indefinitely as per M.S. 471.61, Subd. 2b.

A teacher who desires family coverage may obtain it by paying 100% of the additional dependent's premium one month in advance. If the retiree should die, their spouse may remain in the plan indefinitely at their own expense, and any dependents shall remain in the plan according to the specifications of the plan at their own expense.

Section 6:

This article shall not be retroactive to any teacher who had retired prior to the effective dates of this contract.

Section 7:

If a teacher dies before all or a portion of the retirement pay has been disbursed, the balance due shall be paid to a named beneficiary, or in the event a beneficiary is not named, then to the deceased's estate. The payment schedule as per the master agreement shall be followed.

Section 8:

Beginning with the 2002-03 school year, all teachers eligible under Article XV will have the option of a district match of up to \$2000 per year of teacher contributions to a 403b of their choice. The amount contributed by the district will be deducted from the amount of retirement pay calculated under Section 2 in this article. The interest earned in the 403b is not calculated in the deduction. Contributions to 403bs will be governed by district policy.

**ARTICLE IX-B: RETIREMENT PAY (for teachers hired after July 1, 1989)**

Section 1: Applicability

Article XV-A is applicable to all teachers hired on or after July 1, 1989.

Section 2: 403b Match

The district will match a teacher's contribution into a 403b Match according to the following schedule:

	<b>2025-2026</b>	<b>2026-2027</b>
<b>1 through 8 years</b>	\$1,200	\$1,250
<b>9 through 12 years</b>	\$1,450	\$1,500
<b>13 through 16 years</b>	\$1,700	\$1,750
<b>17+ years</b>	\$1,950	\$2,000

Subd. 1: Benefits provided in this Section are designed for full time personnel as described in Articles III and X and shall not apply to part-time personnel working 74 percent of full time or less and hired after July 1, 2012.

Subd. 2 For those part-time teachers that work 49 percent to 74 percent of the time, the School District will provide 403b matching contributions to them in the percent equal to their hours. This subd. 2 shall not be grievable.

### Section 3: Continuation for Retirees

Upon retirement, a teacher may remain in the Group Health and Hospitalization Plan or a Medicare Supplement Plan indefinitely at their own expense indefinitely as per M.S. 471.61, Subd. 2b. If the retiree should die, their spouse may remain in the Plan indefinitely at their own expense, and any other dependents shall remain in the plan according to the specification of the Plan at their own expense.

### Section 4:

If a teacher dies before all or a portion of the retirement pay has been disbursed, the balance due shall be paid to a named beneficiary, or in the event a beneficiary is not named, then to the deceased's estate. The payment schedule as per the master agreement shall be followed.

### Section 5:

A teacher who desires family coverage may obtain it by paying 100% of the additional dependent's premium one month in advance. If the retiree should die, their spouse may remain in the plan indefinitely at their own expense, and any dependents shall remain in the plan according to the specifications of the plan at their own expense.

## **ARTICLE X: LEAVES OF ABSENCE**

### Section 1: Paid Time Off:

Subd. 1. At the beginning of each school year a teacher shall be credited with eighty-eight (88) hours of paid time off to be used as the individual chooses as long as the request meets the guidelines set forth in this article. All paid time off must be used before banked leave days can be accessed. Banked Leave days may only be used for illness.

- a. Teachers who experience an illness, injury, or parental leave that results in an absence for more than three consecutive contract days will access their leave bank on the 4th consecutive day and beyond. The teacher may be required to present a doctor's certification to invoke this clause.
- b. Under unusual circumstances and at the discretion of the Superintendent, teachers who have already used their days who have had a death in the family may apply for consideration of bereavement leave. If the teacher has no banked time accrued, the Superintendent may approve up to (3) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subd. 2. Paid time off shall be approved only upon submission of a paid time off request setting out the dates claimed for paid time off to the Superintendent, and his/her building Principal via SmartER time off management system. Leave requests are to be made prior to the requested day. To use PTO teachers must give a 3 day notice (except for reasons of bereavement, childbirth, adoption, and illness) and receive pre-approval from their building administrator. Teachers may request increments of two (2) hours of paid time off. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 3. Use of banked leave is leave with pay which shall be allowed by the School District whenever a teacher's absence is found to have been due to illness, injury or disability which prevents the employee's attendance at school, and the employee has already used all of their paid-time-off. Use of this leave includes personal illness or disability. Teachers may also use banked leave for absences due to illness or disability of the employee's immediate family or spouse's immediate family as mother, father, sister, brother, wife, husband, partner, son, daughter, grandparents or grandchildren. The school district may require the teacher to furnish satisfactory evidence that absence was by reason of illness, injury or disability which prevented his or her attendance on that day or days. A certificate from a qualified physician stating that the employee's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of paid time off taken under this provision must be used simultaneously with any period of leave for which the employee is eligible under the Family and Medical Leave Act.

Subd. 4. Days used in excess of allowance: A teacher will be credited with paid time off at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated leave bank. At the end of the school year, on June 30, a maximum of (120 days or 960 hours) of leave will be carried forward to the next year.

Subd. 5. Payout Days. Teachers with any remaining hours of PTO that will be rolled into their sick bank and have a maximum of (120) days or (960) hours will be paid out for the hours that are above the maximum at thirty dollars (\$30) per hour. This amount will be deposited into the employees VEBA account by July 15 of the succeeding contract year. This first payment would be made on July 15, 2025.

Subd. 6. In the event, the teacher has requested paid time off and an E-Learning Day event occurs, the teacher may be credited the paid time off if they choose to work remotely or come in for the day.

Subd. 7. In the event of a traditional snow day, the teacher is not required to report to work, and those that requested and were granted paid time off on that day, will not have the day deducted from their paid time off balance.

Subd. 8. Paid time off may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the School District.

Subd. 9. Each teacher may, on a voluntary basis, donate one or more of their accumulated sick leave hours to a bank. Once a day has been donated, it cannot be given back. The maximum number of days in the bank shall be capped at (1,600 hours or 200 days).

Employees wanting to access the bank must have exhausted his/her own PTO and accumulated banked leave. Teachers may use days within the sick leave bank for catastrophic medical events within their immediate family. The immediate family shall include spouse or domestic partner, children, parents, siblings, grandparents (including individuals in these categories who are "step", "half", or "in-law" to the staff member or their domestic partner, and individuals whom the staff member, spouse, or domestic partner claim as dependent on their federal tax return). The employee must send a letter of application to the BBE Sick Leave Board. All decisions of the Board must be unanimous. There must be sufficient days available in the bank to convert the sick days taken out.

The Sick Leave Board shall consist of one teacher from the elementary school, one teacher from the high school, and the Superintendent of the Schools. The committee may request a physician's statement to insure no fraudulent claims are made.

In the event that the total number of days in the Sick Leave Bank falls below 100 days, employees shall be given the opportunity to donate days.

#### Section 2. Workers Compensation:

Subd. 1.: Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

Subd. 2.: A deduction shall be made from the teacher's Sick Leave Bank according to the pro rata portions of days sick leave bank which is used to supplement worker's compensation.

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

Subd. 4.: In no event shall the additional compensation paid to the teacher by virtue of sick leave bank result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5.: A teacher who is absent from work as a result of an injury compensable under

the Worker's Compensation Act who elects to receive Sick Leave Bank time pursuant to this policy shall submit his or her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Subd. 6. Workers' Compensation for medical expenses shall not be considered as payment to the employee for loss of time and/or work days.

Subd. 7. Failure to report the injury within 36 hours will result in the teacher paying the fine assessed by the School District.

### Section 3. Child Care Leave:

A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a dependent minor child, adoption or natural birth, provided such parent is caring for the child on a full time basis.

Subd. 1. A teacher making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave. In case of extreme emergencies, the two months notice may be waived by the School District.

Subd. 2. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick and safe time leave pursuant to the sick and safe time leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick and safe time leave during a period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to: Grant any leave more than twelve (12) months in duration or permit the teacher to return to his or her employment prior to the date designated in the request of child care leave.

Subd. 5. A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 6. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 7. The parties agree that the applicable periods of probation for teachers as set

forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 10: Leave under this section shall be without pay or fringe benefits.

Section 4. Family and Medical Leave (FMLA):

FMLA leave shall be granted pursuant to applicable law.

Section 5. Minnesota Paid Leave:

Minnesota Paid Leave shall be granted pursuant to applicable law.

Subd 1: Costs of PFML: The employer shall pay fifty (50) percent of the total premium for Paid Family Medical Leave. Employees shall pay fifty (50) percent of the total premium for Paid Family Medical Leave.

Subd 2: Notification to the Employer: Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the employer with thirty (30) days' notice prior to the start of leave when possible. If 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

Subd 3: Coordination of PFML and PTO / Sick Leave: At the request of an employee on Paid Family Medical Leave, the employer shall allow the employee to use individual accrued leave at their discretion to supplement the PFML program benefit. At no time will the employee receive more than 100 percent of their usual salary [wages] between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle pursuant to Article VII.

In the event that an employee is approved for Paid Family Medical Leave for a period of time that was initially covered by PTO / Sick Leave, the employer shall provide the employee with the opportunity to pay back the value of some or all PTO / Sick Leave. The employer shall re-credit the leave back to the employee's individual leave account.

Section 6. Exclusive Representative Leave:

A delegate of the exclusive representative may attend to representative business for no more than three days every year at no expense to the School District. Members of the Union authorized by the Union president shall be granted up to 3 days of paid union leave per school year, to conduct union business. Union leave by Union members for negotiations and/or mediation sessions with the Districts shall not be deducted from the 3 total union leave days. The Union shall reimburse the School District the cost of a substitute teacher for each day of union leave that is used, if one is hired. The Union agrees to notify the teacher's immediate supervisor and District administration by e-mail at least three days prior to the use of any union leave. The District will submit an invoice to the Union for the cost of substitute teachers.

Section 7. Jury Service:

Teachers required to perform jury service during the school year according to statutes will inform the superintendent in writing and agree to return the pay for the jury service to the School District. The teacher will keep mileage and meal expenses. Full teacher's pay will be given to the teacher by the District for school days missed for jury service.

Section 8. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 9. Medical Leave:

Subd. 1: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence without pay up to one year. The School District may, at its discretion, renew such a leave; and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2: A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 10. Insurance Applications:

A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 11. Educational Leaves:

Subd. 1: A period of time not to exceed two years may be granted to members of the teaching staff who teach more than 74% of the time for the purpose of professional and/or technical advancement, subject to the approval of the School Board.

Subd. 2: A teacher must be in at least his/her seventh year with the School District in

order to be eligible for this leave. A teacher must meet the 74% requirement in Subd. 1.

Subd. 3: The activity in which a staff member engages while on education or work/study leave must be related to his/her professional responsibilities, either present or anticipated, or to any related fields which will improve his/her performance.

Subd. 4: Application must be made in writing by May 15, and the proposed program of study or work must be approved in advance by the superintendent.

Subd. 5: This leave shall be limited to one teacher per school year.

Subd. 6: If the number of requests for educational or work/study leave exceeds the limitations, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments as determined by the School District.

Subd. 7: During the period of the leave, the teacher will receive no salary but reserves the right to remain in the hospitalization group plan at the teacher's own expense. The hospitalization premium must be paid on a monthly basis with each payment one month in advance of the due date.

Subd. 8: Upon the expiration of the educational or work/study leave, the teacher shall have the privilege of returning to the position as assigned by the superintendent.

Subd. 9: The teacher shall retain seniority during this leave and shall retain all other rights and benefits possessed by the teacher prior to the leave.

## **ARTICLE XI: HOURS OF SERVICE - TRANSFERS - PREPARATION - EVALUATION**

### Section 1. Basic Days:

The basic teacher's work day shall be eight hours.

### Section 2. Building Hours:

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

### Section 3. Additional Activities:

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular and supervisory activities.

### Section 4. Sharing of Teaching Staff:

Subd. 1: Teachers shared with other school districts will be paid on the Master Agreement of the contracting district, and seniority will occur in that school district only.

Subd. 2: Mileage will be paid to teachers required to travel between schools during the school day to teach and/or direct academic after-school activities.

Subd. 3: Compensation will be based on the standard IRS mileage rate and calculated using the 7.6 mile distance each way between Belgrade and Brooten. This mileage reimbursement applies to travel associated with detention, study center, Jaguar Steps to Success (JSS), Individual Education Program (IEP) meetings, and curriculum-related meetings.

Section 5. Preparation Time:

The 50 minute preparation time may be scheduled at one uninterrupted time period or two uninterrupted time periods during the student contact day.

Section 6. Teacher Evaluation Process:

The exclusive representative and the District agree to the evaluation process which already exists in School District policy.

**ARTICLE XII: LENGTH OF SCHOOL YEAR**

Section 1. Teacher Duty Days:

The School District shall establish 182 teacher duty days (1456 hours) for each school year; and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the District is authorized to conduct school.

Section 2. Emergency Closing:

In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School Board or its designated representative shall determine, if any, except Presidents' Day if it is scheduled as a holiday on the m mn school calendar by the School District.

Section 3. Flexible Duty Day:

The Administration will forgive the first missed weather-related day of any given school year. When a duty day is forgiven, faculty members will not make the day up and no payroll deduction will result. The Administration has sole authority over this matter.

Section 4. E-learning Day:

A school board may adopt an e-learning plan after meeting and negotiating with the exclusive representative of the teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A. A school district that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the elearning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Subd. 1: Days

"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section 120A.41.

Subd. 2: Plan

A school board may adopt an e-learning plan after meeting and negotiating with the exclusive representative of the teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

Subd. 3: Annual notice

A school district must notify parents and students of the e-learning day plan at the beginning of the school year.

Subd. 4: Daily notice

On an e-learning day declared by the school, a school district must notify parents and students at least two hours prior to the school start time that students need to follow the e-learning day plan for that day.

Subd. 5: Teacher access

Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

Subd. 6: Other school personnel

A school district that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

## **ARTICLE XIII: PROGRESSIVE DISCIPLINE**

### Section 1. Progressive Discipline

During the first three (3) qualifying years of employment, the District will have the unqualified right to terminate a certified employee. After completion of the three (3) years, certified employees may be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless circumstances warrant otherwise:

- Step 1. Verbal Reprimand
- Step 2. Written Reprimand

- Step 3. Suspension with or without Pay
- Step 4. Termination in accordance with M.S. 122A.40

Please note, it is the District's discretion to bypass any or all of the normal discipline steps based on the severity and nature of a violation. The District will normally bypass the progressive steps and proceed directly to termination in cases of serious misconduct, including but not limited to, instances of time theft or other fraudulent conduct. The District also reserves the right to non-renew the employment of certified employees.

Subdivision 1. Representation

A teacher shall be entitled to have a representative of Education Minnesota - Belgrade Brooten Elrosa present at any disciplinary meeting or may request representation during a meeting, if not initially requested. If such a request is made, the meeting will adjourn until the teacher has representation. If a meeting could lead to disciplinary action, the district will ask the teacher if they want to have a representative present.

Subdivision 2. Verbal Reprimands

If the School District has reason to give a teacher a verbal reprimand, when practicable, it shall be done in such a manner that will not embarrass the teacher before other employees, students, or the public.

Section 2: Grievance Procedure

This article is subject to the grievance procedure.

**ARTICLE XIV: GRIEVANCE PROCEDURE**

Section 1. Definitions:

The word "grievance" shall mean a written allegation by a teacher that the teacher has been injured as a result of a dispute or disagreement between the teacher and the School District as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

Section 2. Representation:

The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Master Agreement may be extended by mutual, written agreement.

Subd. 2. Working Days: Any reference to days shall mean working days. A working day

is defined as weekdays not designated as holidays by state law.

Subd. 3 Computation of Time: In computing any period of time prescribed or allowed by procedures in this Article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

#### Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred, or twenty (20) days after the teacher, through reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

#### Section 5. Resolution of Grievance:

The School District and the Teacher shall attempt to adjust all grievances, which may arise during the course of employment of any teacher within the School District in the following manner::

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its

findings and recommendations to the School Board. The School Board shall then render its decision.

#### Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

#### Section 7. Denial of Grievance:

Failure by the School Board or its representative(s) to issue a decision within the time period provided in this Article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

#### Section 8. Arbitration Procedures:

In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No teacher may proceed to arbitration without the consent of the Exclusive Representative; however, an individual teacher may, at his/her own expense and without the support of the Exclusive Representative, proceed to arbitration.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a list of five (5) arbitrators pursuant to PELRA providing such request is made within twenty (20) days after the request for arbitration. Within ten (10) days after receipt of the panel list, the parties shall alternately strike names from the list of five (5) names until only one name remains, and the remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by a mutual agreement or flip of a coin. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments

relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de-novo.

Subd. 5. Decision: Unless otherwise agreed by the parties, the decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly heard before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall 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 shall be made of the hearing at the request of the party. The fees and expenses of the arbitrator shall be borne equally by the parties. The parties shall share equally the cost of both the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator's authority is limited to resolving disputes that have been properly submitted in accordance with the grievance procedure outlined in this Agreement. The arbitrator does not have the authority to alter the terms and conditions of employment, address grievances that do not meet procedural requirements, or rule on matters reserved for the School District's management. These managerial matters include, but are not limited to, the District's programs, budget, technology use, organizational structure, and decisions regarding staffing. In all decisions, the arbitrator must consider the District's legal responsibilities and financial limitations in managing its operations.

#### Section 9. Election of Remedies and Waiver:

If a party chooses to pursue a complaint or legal action related to a potential grievance—whether through a court, administrative agency, or statutory process—they automatically give up the right to file or continue pursuing the same issue through the grievance process outlined in this Agreement. Once another legal or administrative route is chosen, any grievance on the same matter is considered withdrawn and cannot proceed further under this procedure. This limitation does *not* apply to matters brought before the Equal Employment Opportunity Commission (EEOC).

### **ARTICLE XV: DISCONTINUANCE OF TEACHING POSITIONS, LAYOFF AND RECALL (UNREQUESTED LEAVE OF ABSENCE)**

#### Section 1. Purpose:

Subd. 1: The purpose of this policy is to implement the provisions of M.S. 122A.40,

Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave of absence (hereinafter "ULA") because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 2: Any possible ULA's will be discussed with the staff.

Section 2. Placement on ULA:

Subd. 1. Criteria of Identification for ULA and Recall: ULA and recall shall be on the basis of seniority as defined in this article and shall be made according to the provisions set forth in this article. Seniority shall not, however, entitle a teacher to a position for which he/she is not licensed or to a position in his/her subject area of licensure in which the employee has not taught during the past ten (10) years. NOTE: experience in teaching elementary, preschool, Kindergarten, Title I, ADSIS, and special education is interchangeable (i.e., years of elementary experience in one area count as experience in all areas for which a teacher is also licensed). Exceptions to the ten (10)-year limitation may be made by the School District. Tier 3 teachers who have worked for the District under a Tier 1 or Tier 2 license will be placed on the seniority list based on their original date of hire.

Subd. 2. Seniority: Seniority shall be defined as the accumulated full years and months of employment or multiples thereof commencing from the most recent day of continuous employment as a licensed teacher in Independent School District No. 2364 or in district formerly known as Independent School District #736 and/or Independent School District #737. In computing accumulated eligible employment, the following provisions shall apply:

- a. Non-teaching time shall not count toward the accumulation of employment time.
- b. Computations shall be based upon the services rendered during a school year (July 1 to June 30) rather than a calendar year.
- c. In any one school year an employee shall accrue a maximum of one year's seniority for all services performed, whether part-time or full time.
- d. Seniority shall accumulate within subject areas of licensure from the beginning date of the school year in which the teacher files the license with the superintendent. If a license is allowed to lapse, then it will be removed from the seniority list. Each year those teachers who have gained a new area of licensure will be allowed twenty (20) working days after posting of the seniority list to have the new subject area of licensure added to the seniority list. However, their seniority in this new area will accrue only from the date of additional licensure.
- e. Seniority shall be frozen upon the effective date that a teacher is placed on an unrequested leave of absence, or on a medical leave of absence pursuant to Article IX, Section 10, or when the School Board grants a general leave of absence not specifically provided within the collective bargaining Agreement; however, the School Board and the exclusive representative in behalf of an individual teacher seeking a general leave of absence not specifically provided

in the collective bargaining Agreement may agree on a case by case basis to continue the accrual of seniority. For any other leave of absence, seniority shall continue to accrue.

Subd. 3: If tenured teachers have equal seniority within an affected area, the following tie-breaker system will be used:

**TIE BREAKER:**

(1) In the event of a tie, the teacher with the greatest number of license areas shall be considered more senior. Only those license areas on file by November 1 in the office of the superintendent shall be considered applicable.

(2) In the event of a tie in a number of areas, the teacher having the highest step placement shall be considered more senior.

(3) In the event of a tie in step placement, the teacher having the highest lane placement shall be considered more senior.

(4) In the event of a tie in lane placement, the School Board will decide which teacher(s) shall be placed on unrequested leave of absence.

Subd. 4: The District shall not renew all possible probationary teachers before proposing to place tenured teachers on ULA. Tenured teachers shall be placed on ULA in the inverse order of seniority (least seniority first) within the areas of curriculum affected by the staff reduction.

Section 3. Establishment of Seniority List:

A seniority list shall be established and maintained yearly by the superintendent. The superintendent shall be responsible for distributing a copy of the original seniority list to the president of the exclusive representative and for posting copies in all main offices and faculty lounges between October 15 and November 1 of each school year. Such seniority list must be challenged within ten (10) days of the posting of the list; if not challenged within ten (10) school days from distribution, it shall become the official seniority list. Any unresolved challenge to the original seniority list shall constitute a grievance. Any such grievance shall automatically go to the arbitration step of the grievance procedure, and an expedited hearing shall be conducted. Subsequent challenges must be initiated by November 15 of that year. The superintendent shall send the official list of seniority to the president of the exclusive representative within ten (10) days of the resolution of all challenges.

Section 4. Notice of Nonrenewal or ULA:

Subd. 1: Probationary teachers will be non-renewed as provided in Mn. Stat. 122A.40.

Subd. 2: Tenured teachers who are proposed for placement on ULA shall receive written notice in accordance with the provisions of Minn. Stat. 122A.40, with a right of hearing and appeal pursuant to that statute.

Section 5. Recall List:

A recall list shall be maintained and updated yearly by the personnel office. Teachers on the recall list for more than five (5) years shall be dropped from the recall list and not subject to the

recall provision of this Article.

Section 6. Notice of Recall:

Notice of recall shall be sent to the president of the exclusive representative and also to the teacher's last address on file in the personnel office. The teacher shall be notified by certified mail. Within thirty (30) calendar days of the date of mailing, written acceptance of employment must be sent by the teacher by certified mail to the School District personnel office. Failure to respond in the specified time period shall result in the loss of all rights to recall.

Section 7. Order of Recall:

Subd. 1: In the event that the School District has a vacancy, recall shall be by area of licensure at the time of the placement on ULA as described above according to seniority, highest seniority being recalled first. If there is more than one teacher fully licensed who has equal seniority, the School Board shall decide who shall be employed with consideration of the recommendation by the administration. No new teacher shall be employed by the School District while any teacher is on unrequested leave of absence in the same area of licensure.

Subd. 2: Refusal of employment shall waive all rights of recall under provisions of this Article. However, full time 182-day contract teachers may refuse part-time employment without losing recall rights.

Subd. 3: Upon a teacher's being recalled, the continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits which he/she had accrued prior to the placement on ULA.

**ARTICLE XVI: DURATION**

Section 1. Terms and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing in FY23 through FY25, and thereafter until modifications are made pursuant to the P.E.L.R.A. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2025. Complete language and detail of proposed changes will be given by the exclusive representative at the first negotiations meeting. If such notice is not given by May 1, 2025, the School District shall not be required to negotiate any terms of employment for the following year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements,

resolutions, practices, School District policies, and 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, shall not be open for negotiation during the term of this contract.

Section 4: Severability:

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision thereof.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

FOR: **Education Minnesota - BBE**  
**#2364**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

Dated: 13 Day of October, 2025

FOR: **Independent School District**

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Chief Negotiator

Dated: 13 Day of October, 2025

**APPENDIX A – TEACHER SALARY SCHEDULE 2025-2026**

<b>STEPS</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>BA40</b>	<b>MS</b>	<b>M15</b>	<b>M30/B80</b>	<b>M40</b>
1	\$46,809	\$48,682	\$50,629	\$52,654	\$54,760	\$56,951	\$59,229	\$61,598
2	\$47,746	\$49,655	\$51,642	\$53,707	\$55,856	\$58,090	\$60,413	\$62,830
3	\$48,700	\$50,648	\$52,674	\$54,781	\$56,973	\$59,252	\$61,622	\$64,087
4	\$49,674	\$51,661	\$53,738	\$55,877	\$58,112	\$60,437	\$62,854	\$65,368
5	\$50,668	\$52,695	\$54,802	\$56,995	\$59,274	\$61,645	\$64,111	\$66,676
6	\$51,681	\$53,749	\$55,899	\$58,134	\$60,460	\$62,878	\$65,393	\$68,009
7	\$52,715	\$54,824	\$57,017	\$59,297	\$61,669	\$64,136	\$66,701	\$69,369
8	\$53,769	\$55,920	\$58,187	\$60,483	\$62,902	\$65,419	\$68,035	\$70,757
9	\$54,845	\$57,038	\$59,320	\$61,693	\$64,160	\$66,727	\$69,396	\$72,172
10	\$55,942	\$58,179	\$60,506	\$62,927	\$65,444	\$68,061	\$70,784	\$73,615
11	\$57,060	\$59,343	\$61,716	\$64,185	\$66,753	\$69,423	\$72,200	\$75,088
12	\$58,202	\$60,530	\$62,951	\$65,469	\$68,088	\$70,811	\$73,644	\$76,589
13	\$59,366	\$61,740	\$64,210	\$66,778	\$69,449	\$72,227	\$75,116	\$78,121
14	\$60,553	\$62,975	\$65,494	\$68,114	\$76,671	\$79,947	\$83,281	\$84,536

\*Employees who have advanced on the salary schedule beyond Step 14 shall receive a one-time stipend of \$1,500 for the 2025-2026 fiscal year.

\*\*Year 1 stipend will be paid on December 15th and May 30th of that fiscal year.

**APPENDIX B- TEACHER SALARY SCHEDULE 2026-2027**

<b>85%</b>	<b>Tier 1</b>	\$40,982						
<b>90%</b>	<b>Tier 2</b>	\$43,393						
<b>STEPS</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>BA40</b>	<b>MS</b>	<b>M15</b>	<b>M30/B80</b>	<b>M40</b>
1	\$48,214	\$50,142	\$52,148	\$54,234	\$56,403	\$58,659	\$61,006	\$63,446
2	\$49,178	\$51,145	\$53,191	\$55,318	\$57,531	\$59,832	\$62,226	\$64,715
3	\$50,161	\$52,168	\$54,255	\$56,425	\$58,682	\$61,029	\$63,470	\$66,009
4	\$51,165	\$53,211	\$55,340	\$57,553	\$59,855	\$62,250	\$64,740	\$67,329
5	\$52,188	\$54,276	\$56,447	\$58,704	\$61,053	\$63,495	\$66,034	\$68,676
6	\$53,232	\$55,361	\$57,575	\$59,879	\$62,274	\$64,765	\$67,355	\$70,049
7	\$54,296	\$56,468	\$58,727	\$61,076	\$63,519	\$66,060	\$68,702	\$71,450
8	\$55,382	\$57,598	\$59,902	\$62,298	\$64,790	\$67,381	\$70,076	\$72,879
9	\$56,490	\$58,750	\$61,100	\$63,544	\$66,085	\$68,729	\$71,478	\$74,337
10	\$57,620	\$59,925	\$62,322	\$64,814	\$67,407	\$70,103	\$72,907	\$75,824
11	\$58,772	\$61,123	\$63,568	\$66,111	\$68,755	\$71,505	\$74,366	\$77,340
12	\$59,948	\$62,346	\$64,839	\$67,433	\$70,130	\$72,935	\$75,853	\$78,887
13	\$61,147	\$63,592	\$66,136	\$68,782	\$71,533	\$74,394	\$77,370	\$80,465
14	\$62,370	\$64,864	\$67,459	\$70,157	\$78,205	\$81,546	\$84,947	\$86,226

\*Employees who were hired at a Tier 1 or Tier 2 in FY26 are grandfathered in at BA Step 1.

\*\*Employees who have advanced on the salary schedule beyond Step 14 shall receive a one-time stipend of \$1,500 for the 2025-2026 fiscal year.

\*\*\*Year 1 stipend will be paid on December 15th and May 30th of that fiscal year.

## APPENDIX C – EXTRA COMPENSATION SCHEDULE

POSITION	2025-2026	2026-2027
Head Coaching (Football, Volleyball, Basketball, Wrestling)	\$6,449	\$6,578
Head Coaching (Baseball, Golf, Softball, Tennis, Track, Dance)	\$4,682	\$4,775
Assistant Coach and C-Squad (Football, Volleyball, Basketball, Wrestling)	\$4,682	\$4,775
Assistant Coach (Baseball, Tennis, Softball, Track, Asst. Dance, Asst. Mus)	\$3,489	\$3,559
Junior High Coaching (FB, VB, BBB, GBB, Base, SB, Golf, T&F)	\$2,946	\$3,005
Clay Target Coach / Play Director	\$2,946	\$3,005
Speech - Head Coach	\$2,946	\$3,005
Assistant (Speech Coach & Play Director)	\$1,881	\$1,918
Instrumental Music	\$3,269	\$3,334
Vocal Music	\$2,472	\$2,521
Advisor (Yearbook, BPA, FFA, FCCLA, Robotics)	\$3,977	\$4,057
Prom Advisor	\$1,061	\$1,082
Fall Musical	\$5,883	\$6,001
Student Council, NHS	\$2,483	\$2,532
Event (Broadcast, Pep Band)	\$57	\$58
Driver Education - Behind the Wheel and Classroom (Hourly)	\$33	\$34
High School Period Sub (per class period)	\$30	\$30
Elementary Period Sub (per period, 30 minutes)	\$15	\$16
Workshop Attendance (stipend/day)	\$107	\$109
Pre Approved Curriculum Work (per hour)	\$31	\$32
Daily Stipend (observational)	\$107	\$109
Speech Judge (per day)	\$98	\$100
Speech Timer (per day)	\$49	\$50
Study Center/ Detention (hourly)	\$32	\$33
Site Supervisor- Administration (per event)	\$86	\$88
Crowd Control/ Ticket Takers / Event Workers (Y1 DH \$51) (Y2 DH \$52)	\$36	\$37
Announcer / Scoreboard / Shot Clock / Official Book (Varsity)	\$26	\$26
Announcer / Scoreboard / Shot Clock / Official Book (Jr. Varsity)	\$21	\$21
Junior High Referee/Umpire (per event)	\$34	\$35
Varsity / JV / C Squad Referee/Umpire (per event)	\$41	\$42
Football Chain Gang	\$26	\$26
Track Clerk / Announcer / Starter	\$77	\$78
Weight Room Supervisor / Extracurricular Coaching (hourly)	\$21	\$21

## MEMORANDUM OF UNDERSTANDING: Flexible Learning Year

Between BBE Schools ISD #2364

And Education Minnesota- BBE

This Memorandum of understanding is entered into between Independent School District #2364(School District) and Education Minnesota BBE (Union).

Whereas, the School District and the Union are parties to a Master Agreement, and

Whereas, the Minnesota Department of Education (MDE) has approved the four (4) day school week plan submitted by the School District and

Whereas, the parties wish to modify certain terms and conditions of employment while operating with a four (4) day school week.

Now, therefore, the parties hereto have agreed as follows:

1. Article XIII Length of the school Year. Section 1 Teacher Duty Days. The parties agree to a modified School year, commonly referred to as a four (4) day school week for the 2022-2025 school years in accordance with the MDE approved plan. The length of the school year shall be modified to state that the teacher duty days shall consist of 163.5 days as noted on the attached calendar.
2. Article XI, Hours of Service. Section 1 Basic Days. The hours of service will be 9 hours per day in accordance with the MDE approved plan.

In addition to their lunch period, classroom teachers will have daily preparation time, during which they will not be assigned to any other duties, as follows:

**Elementary**-Each elementary teacher shall receive, within the student day, a minimum of 60 minutes of preparation time that will be provided in one or two uninterrupted blocks.

**Secondary** – Each secondary teacher shall receive preparation time, within the student day, that is a minimum of one class period or 51 minutes, whichever is greater, that will be provided in one or two uninterrupted blocks.

3. Article X, Early Childhood Family Education and Adult Basic Education. Section 2- Definitions. The second sentence of this section is amended to read as follows: The hours and days of ECFE and ABE teachers will be compared to the 9 hour day contract of K-12 teachers to determine the proportional employment for determining salary and benefits.
4. Article X, Early Childhood Family Education and Adult Basic Education. Section 7-Salary Step and Advancement. The first sentence of this section is amended to provide as follows: ECFE and ABE teacher shall receive an hourly rate payment for student contact time based upon the following formula: Step on the Pre-K-12 teacher's salary schedule commensurate with their degree and credit divided by 163.5 days divided by 9 hours.
5. Article IX. Leaves of Absence. For the purpose of calculating earned or unused sick leave or any other categorical leave (personal leave, emergency leave, bereavement leave, and professional leave) in Article IX, all days previously earned as a "day" will remain a "day" regardless of the hours previously attached to them.
6. The parties agreed to use the President's day as a potential staff development day as part of the existing number of agreed upon Professional development days, not in

addition to; or as a possible snow make up day. If the District goes back to a 5 day school week this President's Day agreement is null and void.

7. This Memorandum of Understanding is incorporated into the Master Agreement and is subject to the grievance procedure.
8. Any rights or duties pursuant to the Master Agreement not identified in this Memorandum of Understanding, but affected by MDE approved plan, shall be subject of bargaining with the Union and subject to the grievance procedure.
9. This MOU is effective, until such time the parties negotiate otherwise or the four day week is discontinued.
10. In the event that the four day school week is discontinued, the provisions of the Master Agreement in place for the five day school week shall go into effect.

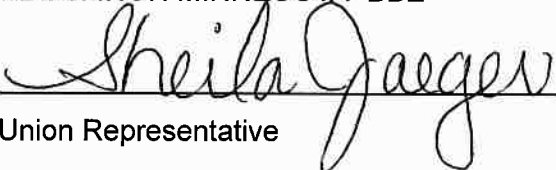
By signing below, the parties agree to the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 2364

  
\_\_\_\_\_  
District Representative

10/13/25  
\_\_\_\_\_  
Date

EDUCATION MINNESOTA- BBE

  
\_\_\_\_\_  
Union Representative

10/13/25  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING: Regarding Extended Credit  
July 1, 2025 through 2027**

This Memorandum of Understanding ("Agreement") is entered into as of **October 13, 2025** by and between the **Belgrade-Broten-Elrosa Independent School District #2364** (the "Employer") and the exclusive representative of **Education Minnesota - BBE** ("Union"). The Employer and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

**Whereas**, the Employer desires to offer an Extended Credit Provision, hereby referred to as "Jag Credits",

**Whereas**, the employer would like to offer compensation for teachers who voluntarily choose to participate in advancing personal and professional growth with lane advancement through committee approved educational opportunities,

**Whereas**, the Employer desires to offer College is the School courses and offer current staff opportunity to enroll in accredited college programs to meet this need,

**Whereas**, the Extended Credit Provision was a pilot program for the 2020-2021 School year, and we would like it to be renewed for the 2024-2026 school years.

**Therefore**, the Parties agree to the following:

1. **Extended Credits:** Non-degree, non-licensure or non-certification courses may be approved by the Jag Credits Committee, which may be applied to acquiring a lane change. These will not lead to an additional degree or licensure and are unaffiliated with a degree or licensure-program. Any credits earned towards licensure or degrees shall be approved by the Superintendent through the negotiated agreement.
2. Extended Credits may be obtained through the District's Jag Credits Program, according to the following guidelines:
  - A. One Jag Credit will be equivalent to a total of twenty five (25) hours of work. This may be a combination of classroom time and outside/online time. (e.g. The class may meet for 15 hours and have 10 hours of follow up/online review.)
  - B. One Jag Credit shall be commensurate with one college semester credit in terms of hours of participation.
  - C. The teacher must submit an application (name, amount of Jag credit, and any remuneration) for Jag Credit courses in advance.
  - D. The Jag Credits Committee will be voluntary and composed of two teachers; at least one elementary and one secondary; one school board members and one principal and the superintendent. The Superintendent will be an ex-officio member of the committee. This five member committee will vote on each submission.
  - E. The Jag Credits Committee will meet in May, August and December to review and accept or deny applications.
  - F. Participation in an approved course:

- 1) A teacher's participation in an approved Jag Credit experience is voluntary.
- 2) An individual teacher may take an approved workshop either by the District or off-site provider for Jag Credit.
  - a) Participant evaluation for a Jag credit offered by the District shall be on a pass-no pass basis.
  - b) Jag Credit off-site workshop occurring during contract days;
    - i. The day itself may not count for jag credit but the programming completed shall be;
    - ii. The teacher may opt to use personal leave; or
    - iii. The teacher may take unpaid leave.
3. **Concurrent Enrollment and Others:** Based on the needs of the School District for College in the Schools (CIS), or other academic programs, a teacher may be asked to earn additional credit for certification to teach these classes.

Section 1. Reimbursement:

- A. Teachers who have their MA/MS degree or higher may apply to the Jag Credit Committee/Superintendent to have one-third credit reimbursement up to \$175/credit upon enrollment of an approved post-graduate course that leads to additional certification.
- B. The teacher agrees to teach for CIS and other academic programs for a minimum of five years in the district.
  - a. If the teacher fails to honor the district request for teaching the course and this occurs within the five year period, a 20% repayment of the amount the district contributed to the cost of acquiring the degree will be repaid by the teacher for each of the years not taught within the 5 year time period.
  - b. The teacher will not be penalized if failure to teach the required class(es) during the 5-year period is caused by School District action.
  - c. After 5 years, there is no additional payback penalty.
- C. If the teacher does not complete the program within a mutually agreed upon amount of time between the district and teacher, the teacher will reimburse the district the full amount.
- D. The teacher must provide the invoice for coursework to the superintendent. - Within a certain time frame of course completion?
  - a. The teacher must provide an official transcript with grades listed by the completion of the course.
  - b. Any district funds used to pay for this tuition shall be coded to Professional Development.
- E. Assignment of classes and courses is still the inherent managerial right of the school district administration.

4. Teachers not eligible for Jag Credits to be used for a lane change shall be compensated for their time based on Schedule C rates.

1. These credits will not apply to lane changes.
2. One (1) Credit Course = 25 hours

Section 2. Timeline.

This Extended Credit MOU will commence on July 1, 2024 and sunset on June 30, 2027. If this remains an MOU can we extend the duration to match the contract term dates. Thereafter, unless the Union and the District agree to renew this Memorandum of Understanding, the contract provisions regarding the Union business will govern

Section 3. Entire Agreement.


This is the full and complete agreement of the parties on this issue of forming a committee to develop a Jag Credit Pilot. There are no other oral or implied agreements.

Section 4. No Precedent.

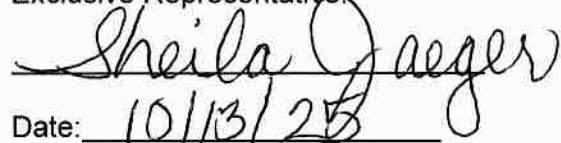
This agreement does not set any precedent for any future issue, nor does it authorize opening any collective bargaining agreement between the Parties for negotiation.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

Employer:

  
Date: 10/13/25

Exclusive Representative:

  
Date: 10/13/25

