INDEPENDENT
SCHOOL DISTRICT #200

Terms and Conditions of Employment



2026~~4~~-2027~~5~~
2027~~5~~-2028~~6~~

Education Minnesota - Computer Instructional Technicians

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ARTICLE I - PURPOSE

This Agreement is entered into between the Hastings School District, Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Education Minnesota Hastings Educational Support Professionals/Computer Instructional Technicians (hereinafter referred to as the Exclusive Representative or Union), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for employees during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with P.E.L.R.A., the School Board recognizes Education Minnesota Hastings Educational Support Professionals as the Exclusive Representative of computer instructional technicians employed by the School Board of Independent School District No. 200, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2 - Appropriate Unit

The Exclusive Representative shall represent all of the computer instructional technicians of the District as defined in Article III, Section 2 of this Agreement.

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees. The terms do not mean educational policies of the District. The terms are subject to the provisions of Minnesota Statute Section 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2 - Employees

Employee shall mean any person employed by the District in a capacity exclusively associated with the provisions of computer instructional technicians employed by Independent School District No. 200, Hastings, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

Specifically, the employees are as follows:

Theater Coordinator
Lead Computer Technician
Computer Tech II
Assistive Technology Technician
~~Instructional Lab Technician~~

Section 3 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leaves within this Agreement to apply.

Section 4 - Working Day

A working day is defined as any day the employee is scheduled to work except those defined as major legal holidays by state law. An employee may be required to work on legal holidays which the School Board is authorized to conduct school, if so designated by the School Board.

Section 5 - Other Terms

Terms not defined in this Agreement shall have those meaning as defined by the P.E.L.R.A.

ARTICLE IV - DISTRICT RIGHTS

Section 1 - Inherent Managerial Rights

The Exclusive Representative recognizes that the 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 District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - Management Responsibilities

The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

Section 3 - Effect of Laws and Regulations

The parties recognize that the District, all employees covered by this Agreement, and all provisions of the 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 provision 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.

ARTICLE V - EXCLUSIVE REPRESENTATIAVE AND EMPLOYEE RIGHTS

Section 1 - Right To View

Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair

or affect the right of any employee, 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 the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the computer instructional technician employees; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2 - Right to Join

Pursuant to P.E.L.R.A, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees 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 employees with the School Board of such unit.

Section 3 - Request for Dues Check Off

Subd. 1 - Employees shall have the right to request and be allowed dues check off for the organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization.

Subd. 2 - In the event an employee chooses to discontinue membership outside of provisions in the dues check off authorization form, the dues deductions shall continue but shall be held in escrow by the District pending a final notification from the Exclusive Representative as to whether or not the deductions are to be discontinued. The Exclusive Representative shall hold the District harmless regarding any disputes that arise between the employee and the Exclusive Representative.

Subd. 3 - Indemnification: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the implementation of this Section 3, Request for Dues Check Off.

Subd. 4 - By October 15 of each year, the Exclusive Representative will notify the business office of the amount of dues to be deducted. Dues will be deducted in 14 equal installments beginning with the first paycheck in November and concluding with the last paycheck in May.

Section 4 - New Hire Union Meeting

Within the first 30 days after hire, a new hire will be afforded 30 minutes during the workday in which to meet with a representative from the Union for an initial meeting to explain the role of the Union to the new member.

Section 5 - Personnel Files

All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon their written request and the scheduling of a time with the Human Resources Director to review the documents. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. The District shall expunge from an employee's file any material found to be false or inaccurate through the grievance procedure.

Section 6 - School Equipment and Facilities

The Exclusive Representative may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-work hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Exclusive Representative. The Exclusive Representative shall also have access to school facilities such as classrooms, lecture halls and theaters during non-work hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.

ARTICLE VI - RATES OF PAY

Section 1 - Wage Rates

The positions and wages reflected in Appendix A, incorporated herein and as part of this Agreement, shall be effective for the duration of said Agreement.

Section 2 - Step Increase Status

Employees shall be compensated pursuant to Appendix A. If the initial employment is after ~~January~~ March 1, the employees shall not advance to the next step on the following July 1. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties.

Section 3 - Grade Level/Assignment Transition

Subd. 1 - When an employee accepts a position at a higher grade level they will be shadowed into an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in the bargaining unit.

Subd. 2 - When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule, in the appropriate classification.

Section 4 - Employment Hours Record

Hourly employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify an employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, vacation days, holidays and leave days, if any.

Section 5 - Salary Compensation

Subd. 1 - Salary to be paid on the 5th and 20th of each month.

Subd. 2 - The District may deduct any overpayment from an employee's paycheck upon written notice to the employee, with reasonable repayment arrangements available for any balance not recovered through payroll deduction, to the extent permitted by law.

Section 6 - Hours: Basic Work Day

Subd. 1 - The work week for regularly scheduled employees shall be five consecutive work days, at their regularly scheduled daily hours.

Subd. 2 - An employee's work schedule may be adjusted to meet the needs of a particular situation as determined by the supervisor. When an employee's work schedule will be changed on a regular basis, they shall be given at least a one-week notice.

Subd. 3 - Employees working six hours or more per shift shall be provided an unpaid duty-free lunch period of 30 minutes. An additional duty free 15-minute break will be provided each day for every consecutive four-hour work period.

Section 7 - Probationary Period

The probationary period for Technology Support staff shall be~~-~~ 120 working days~~six months~~. During the probationary period the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. The employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.~~During the probationary period, the employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position. Probationary employees should be evaluated by their immediate supervisor and recommended for permanent status.~~

Section 8 - Overtime

Subd. 1 - Hours worked in excess of 40 hours per week are paid at time and a half in the pay period of which they are earned.

Subd. 2 - Discretionary leave days and holidays count in the calculation of overtime.

Subd. 3 - All overtime must be approved in advance by the employee's supervisor. In

emergency situations that result in overtime, the employee will notify the supervisor as soon as possible.

Section 9 - Job Postings

All job openings will be posted for a minimum of five days. Postings will consist of notification via District email and will be available on the District website. Positions may be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates.

Section 10 - Time Period

The District shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

Section 11 - Effective Policy

The decision of the District on filling vacant positions is not subject to the binding arbitration clause of the grievance procedure.

ARTICLE VII - HOLIDAYS

Section 1 - Holidays

Subd. 1 - The following provisions for paid holidays shall apply to all regularly employed members of the computer instructional technician bargaining unit. Holiday pay shall be at the employee's regularly scheduled base hours per day.

Subd. 2 - Employees hired on or after July 1, 2008 and regularly scheduled to work less than 1472 hours per year shall receive the following holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 3 - Employees regularly scheduled at least 1472 hours per year but less than 12 months shall be eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day

9. New Year's Eve
10. Juneteenth (if it falls within the employee's regularly scheduled work year); the Friday after Thanksgiving if it does not fall within the employee's regularly scheduled work year.

Subd. 4 - Employees working 12 months shall be eligible for the following paid holidays:

1. New Year's Eve
2. New Year's Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Friday before Labor ~~Day (a floating holiday may be taken in lieu of this holiday, with supervisor approval)~~
9. Labor Day
10. Friday of Teacher Association
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day

Subd. 5 - If any of the designated holidays fall on weekends, the District will determine the date the holiday will be observed.

Subd. 6 - If an employee is authorized by their supervisor to work on a designated holiday, the employee will be provided a floating holiday in lieu. ~~Whenever school is in session on President's Day, employees may take the day as a floating holiday.~~

Subd. 7 - Authority to Reschedule Holidays - If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.

Subd. 8 - Pro-rata Holidays - Employees working less than the full year shall receive holidays on a pro-rata basis, based on the eligible holidays that fall within their work year.

ARTICLE VIII - GROUP INSURANCE

Affordable Care Act - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 1 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the District.

Section 2 - Coverage Under Multiple Bargaining Units

If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

Section 3 - Combined Coverage

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance

When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The District will allow combining of contributions (policy holder family contribution plus spouse single contribution) only if family insurance coverage is needed due to the dependents (children).

Section 5 - Spouse Contribution for Dental Insurance

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 6 - Eligibility

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 7.

Section 7 - Medical-Hospitalization Coverage

Subd 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

Subd. 2 - Single Coverage

The contribution for 2026~~4~~-2027~~5~~ shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,199~~1,016~~
1417 to 1605	$1,057~~864~~
1228 to 1416	$933~~762~~
1014 to 1227	$809~~661~~

High Deductible/VEBA Plan

1606 to 1888	$1,034~~887~~
1417 to 1605	$957~~764~~
1228 to 1416	$833~~662~~
1014 to 1227	$709~~561~~

The contribution for 2027~~5~~-2028~~6~~ shall be as follows; if the rates for single insurance for the 2027~~5~~-2028~~6~~ plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,295~~1,132~~
1417 to 1605	$1,101~~962~~
1228 to 1416	$971~~849~~
1014 to 1227	$842~~736~~

High Deductible/VEBA Plan

1606 to 1888	$1,117~~976~~
1417 to 1605	$1,001~~862~~
1228 to 1416	$871~~749~~
1014 to 1227	$742~~636~~

Subd. 3 - Family Coverage

The contribution for 2026~~4~~-2027~~5~~ shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,688~~2,161~~
1417 to 1605	$2,285~~1,837~~
1228 to 1416	$2,016~~1,621~~
1014 to 1227	$1,747~~1,405~~

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,488~~1,961~~
1417 to 1605	$2,085~~1,637~~
1228 to 1416	$1,816~~1,421~~
1014 to 1227	$1,547~~1,205~~

The contribution for 2027~~5~~-2028~~6~~ shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,8472,585
1417 to 1605	$2,4202,197
1228 to 1416	$2,1351,939
1014 to 1227	$1,8501,680

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,6472,385
1417 to 1605	$2,2201,997
1228 to 1416	$1,9351,739
1014 to 1227	$1,6501,480

Subd. 4 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 5 - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 20264: $100 per month

Subd. 6 - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 20264: $200 per month

Subd. 7 - The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Section 8 - Dental Insurance

The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$81
1417 to 1605	$69
1228 to 1416	$61
1014 to 1227	$53

Section 9 - Long Term Disability Insurance

The District shall contribute 100% of the cost of the monthly premium for the income protection plan in effect as of the date of this Agreement for all Technology Support staff employed by the

District.

Section 10 - Life Insurance

The District shall provide a group term insurance policy covering all eligible employees in the amount of $50,000.

Section 11 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the District. The District's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the District as a result of denial of insurance benefits by an insurer.

Section 12 - Workers' Compensation

Subd. 1 - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick/ESST or discretionary leave pay.

Subd. 2 - A deduction shall be made from the employee's accumulated discretionary or sick/ESST leave accrual time according to the pro-rata portion of days of sick/ESST leave or discretionary leave which is used to supplement Worker's Compensation.

Subd. 3 - Such payments shall be paid by the District to the employee only during the period of disability.

Subd. 4 - In no event shall the additional compensation paid to the employee by virtue of sick/ESST leave or discretionary leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - The parties agree that an employee of the District shall not be entitled to sick/ESST leave pay benefits under this Section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

Section 13 - Tax Sheltered Annuities

The District shall continue to make available to Instructional Computer Technician staff the payroll deduction program for tax-sheltered annuities.

ARTICLE IX - LEAVE PROVISIONS

Section 1 - Discretionary Leave

Subd. 1 - Employees working 12 months per year, shall ~~be eligible for~~ accrue discretionary leave as follows:

Years of Service	Annual Discretionary Leave Days
Hire to 4 years	13 days
Starting 5 - 9 years	18 days
Starting 10 - 14 years	23 days
Starting 15+	28 days

Subd. 2 - Employees working less than 12 months per year, shall ~~be eligible for~~accrue discretionary leave as follows:

Regularly Scheduled Hours/Year	Annual Discretionary Leave Days
1472 or more but less than 12 months	7 days
Less than 1472 - hired prior to July 1, 2008	6 days
Less than 1472 - hired on or after July 1, 2008	4 days

Subd. 3 - ~~Discretionary leave accrual shall occur on July 1 each year.~~ The total discretionary leave earned during a fiscal year shall be available to the employee on their first day of work each ~~at the beginning of the~~ year.

Subd. 4 - Employees beginning employment after July 1 shall ~~earn~~ accrue a pro-rata amount of discretionary leave.

Subd. 5 - Discretionary Leave must be scheduled in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.

Subd. 6 - Pay for discretionary leave shall be at the employee's regularly scheduled base hours per day.

Subd. 7 - An employee may carry over a maximum of one year's accrual, or five days, whichever is less.

Subd 8 - Upon termination/separation from employment, the employee's last pay check will be adjusted for any discretionary leave used in excess of what has been earned.

Subd. 9 - Employees shall be eligible to receive payment for up to five unused earned discretionary leave days upon separation from the District.

Subd. 10 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is out using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of Human Resources.

Section 2 – Paid Family Medical Leave (PFML)

The District will contribute 50% of the premium required under the Minnesota Paid Family Medical Leave program. The remaining 50% shall be borne by the employee and paid through payroll deduction.

Section 32 - Sick Leave

Subd. 1 - Employees will accrue ~~be granted~~ sick/ESST leave based on their regularly scheduled hours per day, according to the following provisions.

Subd. 2 - Employees working 12 months per year shall ~~earn~~ accrue 12 sick/ESST days per year.

Subd. 3 - Employees regularly scheduled at least 1472 hours per year, but less than 12 months ~~earn~~ shall accrue 10 sick/ESST days per year.

Subd. 4 - Employees scheduled to work less than 1472 hours per year shall accrue~~earn~~ nine sick/ESST leave days per year.

Subd. 5 - The total sick/ESST leave accrued during a fiscal year shall be available to the employee beginning on the first day of work each fiscal year.

Subd. ~~6~~5 - Sick/ESST leave with pay shall be allowed by the District for qualifying absences of an employee or that of a qualifying individual under ESST.~~whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days and/or for reasons consistent with the requirements of Minnesota Statute and/or ESST laws.~~

Subd. ~~7~~6 - The District may require an employee to furnish a medical certificate ~~from qualified physician~~ as evidence of illness, in accordance with Minnesota Statute and ESST laws, in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. ~~8~~7 - Sick/ESST leave pay shall be approved upon submission of sick/ESST leave through the District time tracking system.

Subd. ~~9~~8 - Consistent with ESST laws, employees are required to give adequate notice to their supervisor when sick/ESST leave is to be taken.

Subd. 10 - Upon termination, the employee's last pay check will be adjusted for any sick/ESST leave used in excess of what has been earned.

Subd. 11~~0~~9 - When an employee has accumulated 150 days of sick/ESST leave the employee will be paid up to five days of unused sick/ESST leave beyond 150 days at the rate of $20.00~~16.50~~ per hour. Payment of such days will be paid in a supplemental payroll at the end of July.

~~Subd. 10 - A Sick Leave Bank shall be available in accordance with the terms of the Sick Leave bank MOU provided at the end of this Agreement.~~

Subd 12 - Sick Leave Bank

Subd. 12a - Purpose - The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

Subd. 12b - Membership

a. Employees shall contribute a maximum of one day of sick/ESST leave during the donation period to be eligible for the Sick Leave Bank.
    i. Employees who do not contribute one sick/ESST day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

Subd. 12c - Qualification

a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick/ESST leave accrual, and other paid leave available to them (i.e. discretionary leave).
b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
    i. Need leave to meet the waiting period for Long Term Disability; or
    ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
    iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
    iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
    v. Written verification by the attending physician is required.

Subd. 12d - Maximum Eligibility

a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

Subd. 12e - Exclusions

a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

Subd. 12f - Part-time Employees - Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

Subd. 12g - Administration

a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
b. The Sick Leave Bank will be administered by the Human Resources Department
    i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
    ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.
    iii. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long-term disability.

Section ~~43~~ - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, domestic life partner, or domestic life partner's parent.

Section ~~54~~ - Parental Leave

Subd. 1 - In the event of pregnancy, the Technology Support staff shall notify the Superintendent not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement, indicating the employee is able to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 3 - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the employer's program.

Subd. 4 - Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the maternity leave section. Employees may use days for pre-adoption meetings and travel days to complete the adoption process.

Section ~~65~~ - Unpaid Leave of Absence

Technology Support staff who have been employed for at least three years may be granted a leave of absence, not to exceed one year. Leave to be without pay or fringe benefits. The employee shall be allowed to return to his/her position upon termination of the leave of absence. The granting of such leave shall be at the discretion of the District.

Section 76 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

Section 87 - Emergency Closings and E-Learning Days

Subd. 1 - Emergency Closing - In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work but directed not to report, will be paid. If directed to report, see the District's Provisions for the Closing of Schools on the District's website.

Subd. 2 - E-Learning Days - When an E-learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an E-learning Day may choose to use discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

ARTICLE X - EARLY RETIREMENT

Section 1

Technology Support staff, who were hired prior to July 1, 2008, who have completed at least 12 years of continuous service with the District and who are at least 55 years of age shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the District.

Section 2

Eligible employees, upon early retirement, shall receive as severance pay an amount representing 50 days' pay.

Section 3

Subd. 1 - Technology Support staff covered by this Agreement, who were hired prior to July 1, 2008, shall receive, upon their retirement, the amount of the employee's unused number of accumulated sick leave days, but in any event not to exceed 100 days. This is in addition to the

severance pay provided in Section 2.

Subd. 2 - Based upon the above, the maximum number of days that could be paid for severance purposes is 150 days for Technology Support staff.

Section 4 - Daily Rate

Subd. 1 - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-2009 school year.

Grade 6	$17.41
Grade 8	$21.38
Grade 9	$23.63

Hours per day and rate of pay will be based on a five-year average.

Example: ~~Instructional Lab Tech, 3 years at Grade 6, current rate or cap~~
Tech I, 2 years at Grade 8, current rate or cap
The average rate of pay would be used to calculate severance.

Subd. 2 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes.

Section 5

Severance pay shall be paid one payment in January of the calendar year following ~~by the District in equal annual installments over a time period not to exceed two years from~~ the effective date of the retirement and shall not be granted to an employee who is discharged by the District. ~~The first payment will occur in the month of January following the retirement date. The second payment will occur one year from that January.~~ Severance payments will be placed in a ~~403(b) plan~~Healthcare Saving Plan (HCSP) in the individual's name. ~~(The plan will be through ESI).~~

Section 6 - Group Insurance

Subd. 1 - An employee, hired before July 1, 2008, who retires early, pursuant to this Article, shall be eligible to continue participation in the District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The District shall contribute $225 per month towards single coverage and $350 per month towards family coverage, until the age of 65 or the expiration of eight years of District contribution, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the Technology Support staff member. See Appendix B.

Subd. 2 - It is the responsibility of the employee to make arrangements with the school business office to pay the District the monthly premium amounts in advance and on such date as determined by the District.

Section 7 - Matching Contribution Plan - 403B

Subd. 1 - ~~Beginning July 1, 2008, e~~Employees ~~who are hired after June 30, 2008,~~ who are regularly employed with the District shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S.356.24.

Subd. 2 - ~~Beginning July 1, 2008, e~~Employees ~~who were~~ hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under this Article.

Section 8 - Contributions

Subd. 1 - The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

Beginning of School Year in ISD 200	Maximum Match
4-8	2.5%
9-13	3.0%
14+	3.5%

Determination of years is based on hire date before or after January 1.

Subd. 2 - ~~Maximum annual match is capped at $2,500. Maximum lifetime match is capped at $35,000.~~No retroactive contributions shall be made by the District or the employee when the 2026-2028 Master Contract is ratified.

Subd. 3 – The Maximum Match amount shall be based on the employee's base rate of pay.

Subd. ~~43~~ - An ISD #200 Salary Reduction Authorization form stating "Matching Contribution" must be received by the District office on ~~August~~ June 1, preceding the school year during which the employee wishes to participate. For employees who work a school year only schedule, forms must be received by August 1 of the preceding school year.

Section 9

In the event of the death of an employee who is eligible for severance pay under the provisions of this Article ~~VIII~~, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

ARTICLE XI - TRAININGS AND MEETINGS

Section 1 - Attendance at Meetings - Assistive Technology Technician

At the discretion of the Building Principal or Special Education Administrator, the assistive technology technician may be required to attend IEP meetings of the student(s) with which they work. The assistive technology technician shall be paid their hourly rate for time that falls outside their scheduled work day.

Section 2 - Attendance at Seminars and Meetings Concerned with Technology

With supervisor approval, employees may attend meetings and seminars. District coverage of costs will be determined on a case-by-case basis.

ARTICLE XII - MISCELLANEOUS

Section 1 - Effective Date

The effective date of retirement shall be according to statutes.

Section 2 - Resignation

The resignation should be turned in at least two weeks in advance of leaving. Employees should write a letter of resignation to the Superintendent (copy to building administrator) stating the reason for leaving. The Superintendent then presents the resignation to the School Board at its next regular meeting for acceptance.

Section 3 - Job Assignment

Job assignment is the responsibility of the immediate supervisor.

Section 4 - Seniority

Subd. 1 - Seniority will be based on the date of employment.

Subd. 2 - Reduction of Work Force: If it becomes necessary to reduce the Technology Support work force, the following procedure will be followed to effect the staff reduction.

Subd. 2a - Seniority for the reduction of work force purposes will be based on the total years of employment under the Technology Support Staff Agreement; total years not necessarily concurrent.

Subd. 2b - The employee holding the eliminated position shall have the right to replace the least senior employee in the Technology Support Staff group, provided the employee has more seniority then the employee being replaced and is qualified to perform the duties of that position.

Subd. 2c - Employees to be laid off shall receive written notice two calendar weeks in advance of the effective date of the employee's last date of employment.

Subd. 2d - Employees who are laid off shall be put on a recall list for one calendar year. Those on the recall list shall have the same rights as current employees to be considered for new job postings.

Subd. 2e - Employees recalled from layoff shall be reinstated at the pay rate specified in the Agreement that is in force at the time of reemployment.

Section 5 - Absences

Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular hourly compensation rate.

Section 6 - Agreement Copies

Copies of the Agreement shall be available online, on the District's website.

Section 7 - Mileage

The District will pay the IRS rate per mile for authorized use of personal cars in connection with District business as pre-approved by the immediate supervisor.

Section 8 - Damage to Personal Property

The District shall reimburse employees, up to a maximum of $500 per incident, for replacement or repair of personal property, damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaged in the performance of his or her assigned duties. In order to be eligible for reimbursement, the employee must report the incident within 48 hours and provide receipts and a police report, if one was made. Reimbursement made under this section is gratuitous payment and is not considered acceptance of liability on the part of the District.

ARTICLE XIII - BMS GRIEVANCE PROCEDURE

Section 1 - Definitions

Subd. 1 - Grievance: A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Subd. 2 - Days: Days shall mean calendar days excluding Saturday, Sunday, and holidays as stated in this Agreement, and legal holidays as defined by Minnesota Statute.

Section 2 - Adjustment of Grievance

Subd. 1 - A grievance shall be resolved in the following manner. Both parties recognize that the seriousness of an issue may lead to the need of skipping a step in the outlined process.

Subd. 2 - Step I: The employee will verbally address their grievance to their immediate supervisor in an attempt to resolve the grievance.

Subd. 3 - Step II: In the event that the grievance is not resolved, the Exclusive Representative may submit a written grievance using the Grievance Reporting Form (Appendix C) to the employee's immediate supervisor, within 20 days after the event giving rise to the grievance.

Subd. 4 - Step III: Within 15 days of the receipt of the grievance, the immediate supervisor and the Exclusive Representative shall meet in an attempt to resolve the grievance. The immediate supervisor shall provide a written response to the grievance within ten days of the meeting. If a resolution of the grievance results, the terms of the resolution shall be written on or attached to

the grievance and shall be signed by all parties.

Subd. 5 - Step IV: In the event that the grievance is not resolved, the Exclusive Representative may forward the grievance to the Superintendent or his/her designee. This will be done within ten days of the receipt of the immediate supervisor's response. Within 15 days of the receipt of the grievance, the Superintendent or his/her designee will schedule a time to meet with the Exclusive Representative to discuss and attempt to resolve the grievance. The Superintendent or his/her designee will, within ten days of the meeting, provide a written response to the grievance to the Exclusive Representative. If a resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 6a - Step V: In the event the grievance is not resolved, within ten days after receiving the written response of the denial of the grievance, either party may request arbitration by serving a written notice to the other party of their intention to proceed with arbitration.

Subd. 6b - The District and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of seven names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 6c - The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the Laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 7 - Processing of all grievances shall be during the normal work day whenever possible, and the employee(s) shall not lose wages due to the necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding~~s~~ are as follows:

- The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

- If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

Subd. 8 - The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.
Subd. 9 - The provisions of this grievance procedure shall be severable, and if any provision or

paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of the grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Subd. 10 - Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement, to enforce the award of an arbitrator, or to any situation in which its application constitutes unlawful reprisal or retaliation under applicable law.

ARTICLE XIV - DURATION

THIS AGREEMENT shall remain in full force and effect for a period commencing on July 1, 2026~~4~~ through June 30, 2028~~6~~. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2028~~6~~, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2026~~5~~.

Education Minnesota Hastings Computer Instructional Technicians	Hastings Public Schools Independent School District #200
_____ Negotiator	_____ Chairperson
_____ Negotiator	_____ Clerk
_____ President, Exclusive Representative	_____ District Representative
Date: _____	Date: _____

APPENDIX A

Lead Computer Technician

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$33.10~~	~~$33.64~~	~~$34.18~~	~~$34.72~~	~~$35.26~~	~~$35.80~~	~~$36.34~~
~~2025-2026~~	~~$34.09~~	~~$34.65~~	~~$35.21~~	~~$35.76~~	~~$36.32~~	~~$36.87~~	~~$37.43~~
2026-2027	$34.86	$35.72	$36.58	$37.44	$38.30	$39.16	$39.99
2027-2028	$35.56	$36.43	$37.31	$38.19	$39.07	$39.94	$40.79

Theater Coordinator

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$29.82~~	~~$30.74~~	~~$31.66~~	~~$32.58~~	~~$33.50~~	~~$34.42~~	~~$35.33~~
~~2025-2026~~	~~$30.71~~	~~$31.66~~	~~$32.61~~	~~$33.56~~	~~$34.51~~	~~$35.45~~	~~$36.39~~
2026-2027	$31.32	$32.29	$33.26	$34.23	$35.20	$36.17	$37.12
2027-2028	$31.95	$32.94	$33.93	$34.91	$35.90	$36.89	$37.86

Computer Technician II

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$27.03~~	~~$27.42~~	~~$27.81~~	~~$28.20~~	~~$28.59~~	~~$28.98~~	~~$29.35~~
~~2025-2026~~	~~$27.84~~	~~$28.24~~	~~$28.64~~	~~$29.05~~	~~$29.45~~	~~$29.85~~	~~$30.23~~
2026-2027	$28.40	$28.88	$29.36	$29.84	$30.32	$30.80	$31.25
2027-2028	$28.97	$29.46	$29.95	$30.44	$30.93	$31.42	$31.88

~~Instructional Lab Technician~~
Assistive Technology Technician

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~2024-2025~~	~~$20.96~~	~~$21.46~~	~~$21.96~~	~~$22.46~~	~~$22.96~~	~~$23.46~~	~~$23.94~~
~~2025-2026~~	~~$21.59~~	~~$22.10~~	~~$22.62~~	~~$23.13~~	~~$23.65~~	~~$24.16~~	~~$24.66~~
2026-2027	$22.02	$22.54	$23.06	$23.58	$24.10	$24.62	$25.15
2027-2028	$22.46	$22.99	$23.52	$24.05	$24.58	$25.11	$25.65

Footnote: The following individual shall be grandfathered with ~~at a 3% annual increase;~~ pay rates ~~shall be~~ as follows:

	2026~~4~~-2027~~5~~	2027~~5~~-2028~~6~~
Mary Rowan	$27.17~~25.62~~	$27.99~~26.38~~

APPENDIX B - SEVERANCE RATE AND HEALTH CAPS								
Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
Assistive Tech Technician	Rowan	Mary	6	Yes	$17.41	Yes	$225	$350
Computer Technician	Smith	Derek	9	Yes	$23.63	Yes	$225	$350

APPENDIX C - Grievance Report Form

GRIEVANCE REPORT FORM

Independent District 200
Hastings, Minnesota

Grievance No._____

Name _____ Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of No Discrimination Policy Allegedly Violated:

Particular Relief Sought:

Dated: _____ Signature of Grievant _____

Copies to: Superintendent
Supervisor

Adopted: 2/10/77

Memorandum of Understanding - Sick Leave Bank

The following are the terms under which a sick leave bank is available to employees who covered under the Terms and Conditions for Technology Support Staff:

1. Purpose
    a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership
    a. Employees shall contribute a maximum of one day of sick/ESST leave during the donation period to be eligible for the Sick Leave Bank.
        i. Employees who do not contribute one sick/ESST day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
    b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
    c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
    d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
    e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
    f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification
    a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick/ESST leave accrual, and other paid leave available to them (i.e. discretionary leave).
    b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
        i. Need leave to meet the waiting period for Long Term Disability; or
        ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
        iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
        iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
    c. Written verification by the attending physician is required.

4. Maximum Eligibility
    a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions
   a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
   b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
   c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees
   a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration
   a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
   b. The Sick Leave Bank will be administered by the Human Resources Department and granting of leave shall be in accordance with the terms stated herein.
   c. If leave is denied and the employee believes it meets the stipulated requirements, the denial may be appealed to the Superintendent.

Education Minnesota Hastings Computer Instructional Technicians	Hastings Public Schools Independent School District #200
_____	_____
FOR THE UNION	FOR THE DISTRICT
_____	_____
DATE	DATE

Memorandum of Understanding - Collapsed Classroom Pay

The Hastings School District and Computer Instructional Technicians agree to the following:

In the event the school district initiates the practice of a collapsed classroom at the elementary level, and additional students from the collapsed classroom are moved under the supervision of the instructional lab technician, additional compensation will be as follows:

- 2 - 4 hours $15.00 per instructional lab technician
- 4.25 hours or more $30.00 per instructional lab technician

Education Minnesota Hastings Computer Instructional Technicians	Hastings Public Schools Independent School District #200
_____	_____
FOR THE UNION	FOR THE DISTRICT
_____	_____
DATE	DATE

Memorandum of Understanding - Paid Leave

MEMORANDUM OF UNDERSTANDING BETWEEN
Independent School District 200 (hereinafter referred to as "District")
AND
Education Minnesota Hastings Educational Support Professionals
(hereinafter referred to as "Union")

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2026; and,

WHEREAS the District and Union desire to address possible terms and conditions related to Paid Family Medical Leave or Paid Leave under Minnesota Statutes Section 268B.01, et seq., after the Department of Employment and Economic Development (DEED) creates the rules guiding benefits; and,

WHEREAS the rules that will guide the use and implementation of the Paid Leave benefits are currently being created by the Minnesota Department of Employment and Economic Development (DEED);

WHEREAS the District and Union prefer to negotiate on this subject when rulemaking is completed;

WHEREAS Paid Family Medical Leave or Paid Leave (PFML) as per Minnesota Statutes Section 268B.01, et seq. goes into effect on January 1, 2026;

NOW THEREFORE, be it resolved that the parties agree to the following:

Within 30 days of the Minnesota Department of Employment and Economic Development (DEED) making public a final set of rules, but no later than May 30, 2025, the parties agree to reopen negotiations to meet and negotiate regarding potential terms related to Paid Family Medical Leave or Paid Leave.

Effective Date and Duration

This MOU shall continue in effect until June 30, 2026.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to reopening bargaining related to leave related to Paid Family Medical Leave or Paid Leave as per Minnesota Statute. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement,

statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

Education Minnesota Hastings Computer Instructional Technicians	Hastings Public Schools Independent School District #200
_____	_____
FOR THE UNION	FOR THE DISTRICT
_____	_____
DATE	DATE

MEMORANDUM OF UNDERSTANDING - Paid Family Medical Leave (PFML)

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Education Minnesota - Hastings Computer Instructional Technicians (hereinafter referred to as the "Union").

Whereas, MN State PFML went~~goes~~ into effect beginning January 1, 2026; and

Whereas, due to the limited time PFML has been in place, all of the factors and ~~the~~ impacts of such, related to PFML, have not yet been determined.~~clearly defined by the State of Minnesota; and~~

~~Until such time as the 2026-2028 Master Agreement is negotiated and ratified, the District and the Union mutually agree that it is important to define how the District will implement PFML to the best of our ability.~~

Be it therefore resolved that the parties mutually agree to the following:

1. Procedural
    a. PFML shall run concurrently with leave available under the Family Medical Leave Act (FMLA), the MN Parental and Pregnancy Leave Act, and other state and federal leaves if the purpose of the leave is for the same type of qualifying reason (if the individual is eligible), Sick/ESST, and other District provided leave; and
    b. Employees shall be responsible for applying for and providing required documentation through the State PFML program; and
    c. The District may require medical or other certification, in accordance with applicable laws; and
2. Notification
    a. Employees must notify the District of their intent prior to applying for PFML benefits, and must provide at least 30 days advance notice before the leave begins, when the leave is foreseeable; ~~; certification received from DEED when applying for Minnesota Paid Leave benefits must be sent to the District within 48 hours of the submission;~~ and
    b. If 30 days is not practicable because the employee did not know approximately when the leave would be needed, circumstances changed, or there is a medical emergency, the employee must provide notice as soon as practicable and no later than the same day or the following day; and
3. Insurance
    a. Employees shall continue to be responsible for payment of their portion of insurance and other premiums via payroll deduction; if the employee is not receiving pay from the District, payment must be made in accordance with established District procedures for continuation of benefits; and
4. Leave Usage
    a. Leave must be used in two hour increments; and

b. Employees shall be allowed to "top off" PFML with available sick/ESST or discretionary paid leave, to the extent that they qualify for benefits under PFML; and
c. Total pay, including any leave "top off", shall not exceed 100% of the employee's regular wages; and
d. An employee may "top off" PFML leave using Sick Leave Bank for the portions(s) of a day needed, to the extent eligible, not to exceed ten calendar/working days (not hours equivalent to ten working days);
    i. When PFML leave is occasioned by pregnancy, an employee may, to the extent eligible, "top off" PFML benefits with Sick Leave Bank days during the first six to eight weeks following childbirth, as supported by medical certification; and

5. Intermittent Leave
    a. Employees may not "top off" PFML when used on an intermittent basis; and
        i. For purposes of this MOU, intermittent shall be defined as anything less than eight consecutive days; and
    b. The maximum allowable intermittent leave will be 480 hours and must be used in two-hour increments.
6. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.
7. This MOU shall be effective for the 2026~~5~~-2027~~6~~ school year only and shall sunset on June 30, 2027~~6~~.

HASTINGS PUBLIC SCHOOLS - ISD 200	EDUCATION MINNESOTA HASTINGS - COMPUTER INSTRUCTIONAL TECHNICIANS
DATE: _____	DATE: _____
BY: _____	BY: _____
FOR THE SCHOOL DISTRICT	ITS PRESIDENT