

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Wednesday, February 24, 2021  
Regular Meeting  
Virtual-Zoom

---

- I. **Call Meeting to Order**
  - a. Attendance
- II. **Motion to approve the agenda/table file**
  - a. Approval of the minutes from the January 27th Regular Board Meeting
- III. **Recognition of visitors**
- IV. **Announcements and Recognitions**
  - a. Board Recognition
- V. **Items for Discussion**
  - a. Policies:
    - i. First Read
      - 1. Policy 421 - Gifts to Employees and School Board Members
    - ii. Second Read
      - 1. Policy 100 - Hastings Equity Policy
      - 2. Policy 410 - FMLA
  - b. Strategic planning update
- VI. **Administrative Reports**
  - a. Superintendent
  - b. Building Construction Fund Project Update
  - c. Student Enrollment
  - d. Facility Committee
  - e. Finance Committee
  - f. Policy Committee
  - g. Self Funded Insurance
- VII. **Action Items**
  - a. Consent Agenda
    - i. Bills Payable
    - ii. Personnel Report
    - iii. Summer Food Program Adult Meal Prices
    - iv. Non-Public Transportation
    - v. Paraprofessionals Contract
    - vi. FFCRA Extension
    - vii. AIPAC Resolution of Concurrence
  - b. Items for Individual Action
    - i. Internet upgrade project
    - ii. Student trip moratorium
    - iii. HHS tennis courts, HMS track, and HMS storage building
    - iv. Initial 2021-2022 Budget Assumptions
    - v. Health and dental insurance renewal
    - vi. Policy 410 FMLA
- VIII. **Future Meetings**
- IX. **Adjourn to closed meeting**
- X. **Adjourn to open meeting**
- XI. **Adjournment**

**Board of Education  
Independent School District 200  
Hastings, Minnesota**

A regular meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, January 27, 2021 via Zoom video conferencing.

The meeting was called to order by Kelsey Waits at 6:04 PM.

The following members were present: Becky Beissel, Scott Gergen, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits. Brian Davis was absent at the time that the meeting was called to order.

A motion to approve the agenda was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 6 ayes, and 0 nays, motion carried unanimously.

A motion to approve the minutes from the January 6th, 2021 Organizational Meeting was made by Dave Pemble and seconded by Stephanie Malm. The vote was: 6 ayes, and 0 nays, motion carried unanimously.

Kelsey Waits took time to welcome and acknowledge those who were attending the Board Meeting via Zoom as well as those watching the meeting remotely.

The time was then turned over to Superintendent McDowell who introduced Kari Gorr who took time to introduce Khia Brown who informed the Board that the Hastings will receive an MCEA award for the SPARK program.

The first item of discussion were the two policies available for first readings. The Board discussed both Policy 100 Hastings Equity and Diversity Policy as well as Policy 410 Family and Medical Leave Policy. The feedback from this discussion will be discussed further at the February 2nd Policy Committee meeting. There was one policy available for a second reading which was the Policy 524 Internet Acceptable Use and Safety Policy. A motion to move this policy to an action item was made by Dave Pemble and seconded by Becky Beissel. The vote was: 6 ayes, and 0 nays, motion carried unanimously.

The final policy brought to the board for a third reading was Policy 417 Chemical Use and Abuse. A motion to move this policy to an action item was made by Lisa Hedin and seconded by Dave Pemble. The vote was: 6 ayes, and 0 nays, motion carried unanimously.

Superintendent McDowell gave his Superintendent's report which highlighted the shift in learning model, ISD200 employee vaccines, district COVID testing, meals delivered, an update on the work being done by the Equity Committee, and other District related topics. Brian Davis came to the meeting late and was marked present at 6:30 PM.

Jennifer Seubert, the Director of Business, provided the board with an update on the building construction fund project and the January student enrollment for 2021.

Kelsey Waits presented the Board with the Policy Committee meeting update from the meetings that had been held in January.

With no further items to discuss, the Board moved on to the business items. The first item of business was the consent agenda which included two change orders; change order 1 for Ebert Construction for an add of \$79,715.43 and change order 1 for Dahn Construction Company for \$9,914.14. A motion to approve the consent agenda was Scott Gergen and seconded by Dave Pemble. The vote was: 7 ayes, and 0 nays, motion carried unanimously.

The following resolution was presented as a motion:

I, Stephanie Malm , introduce the following resolution and move for its adoption:

WHEREAS, School Board Policy 706 establishes guidelines for the acceptance of gifts and donations to the District;

WHEREAS, Minnesota Statutes Section 465.03 states that the School Board may accept a gift, grant, or devise of real or personal property in accordance with the terms prescribed by the donor only by the adoption of a resolution approved by two-thirds of its members; and

WHEREAS, the referenced donations in the District 200 Donations Report from October to December 2020 have been generously donated.

Brian Davis duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution: Becky Beissel, Brian Davis, Scott Gergen, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits.

None voted against the resolution.

THEREFORE, BE IT RESOLVED by the Hastings Public School District School Board to gratefully accept these gifts.

A motion to approve Policy 524 Internet Acceptable Use and Safety Policy was made by Dave Pemble and seconded by Scott Gergen. The vote was 7 ayes, and 0 nays, motion carried unanimously.

A motion to approve Policy 417 Chemical Use and Abuse was made by Brian Davis and seconded by Stephanie Malm. The vote was 7 ayes, and 0 nays, motion carried unanimously.

With no further business to address, a motion to adjourn the meeting was made by Scott Gergen and seconded by Dave Pemble. The vote was 7 ayes, and 0 nays, motion carried unanimously. The meeting was adjourned at 7:15 PM.



## **421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is “insignificant.”
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.



### III. DEFINITIONS

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.
- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.
- C. “Financial interest” means any ownership or control in an asset which has the potential to produce a monetary return.

### IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

### V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

**Legal References:** Minn. Stat. § 10A.07 (Conflicts of Interest)  
Minn. Stat. § 10A.071 (Prohibition of Gifts)  
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)  
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

**Cross References:** MSBA/MASA Model Policy 209 (Code of Ethics)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

*Policy Reviewed: 02.24.2021*

*Policy Adopted:*

*Policy Revised:*



## **100 Equity and Diversity**

### **I. Purpose**

Hastings Public Schools is committed to the success of every student in each of our schools and to our mission and vision statements.

The School Board believes that the responsibility for student success is broadly shared by District staff, families, our community and our student's own efforts. The purpose of this policy is to establish a framework for the elimination of bias, particularly racism and cultural bias, as factors affecting student achievement and learning experiences, and to promote learning and work environments that welcome, respect and value diversity.

### **II. General Statement of Policy**

- a. The District welcomes, respects and values the diversity of its students, parents, staff and broader community.
- b. The following are Established as District values:
  - i. All students and their families have dignity and worth.
  - ii. All students deserve equitable treatment, opportunities, and education.
  - iii. Student potential can be unlocked by focusing on their talents; all students have assets.
  - iv. Inclusion of all students and families supports District goals to increase student engagement and academic performance.
  - v. Embracing our diversity through inclusion creates an environment that leverages that diversity and creates schools where students, families, community members and employees feel welcomed, valued, supported, and where students and staff can perform to their personal bests.
  - vi. Our collective understanding of diversity and equity must continue to evolve and increase to be well informed and ready to meet the needs of and celebrate our ever-changing population.
  - vii. Continuous reflective practices and education are necessary to address and eliminate barriers.
  - viii. Academic and engagement evidence, beyond intentions, shall be the measure of whether we are successful.



*Hastings Public School District*

- c. The District is committed to advancing optimum participation in, contribution to, benefit from and enjoyment of learning and work experiences by diverse students, parents, staff, and community.
- d. The District is committed to promoting and providing equitable distribution of resources, opportunities, facilities, and support, even when this means differentiating resource allocations on the basis of student needs. Resource allocation shall support the definition of educational equity adopted in this policy while complying with state and federal funding mandates.
- e. The District is committed to increasing the recruitment and retention of highly qualified diverse staff. The District is committed to fostering a learning environment where diversity is encouraged and to recruiting and retaining a workforce that reflects the diversity of our students and community. We are committed to hiring the best employees of all racial and ethnic backgrounds who will bring their unique talents and skills in our school system.
- f. Families are partners with the District in its effort to address achievement and opportunity gaps.
- g. Students are partners in their academic achievement. School attendance and engagement are essential to reduce achievement and opportunity gaps that exist.
- h. It is important that children of all races, cultures, and backgrounds are provided with familiar role models in schools. The recruitment of diverse teachers and staff provides all students with a better chance of seeing themselves as part of the education system. Diversity in education provides all children with the opportunity to learn from others with dissimilar backgrounds and recognizes the value of diversity in all learning environments.

### **III. Definitions**

For the purposes of this policy the following terms shall have these meanings:

- a. “Diversity” includes characteristics of persons including, but not limited to:
  - 1. Race
  - 2. Culture
  - 3. Color
  - 4. Creed or religion
  - 9. Marital status
  - 10. Family structure
  - 11. Citizenship status
  - 12. Sexual orientation or affectional preference



*Hastings Public School District*

5. National origin
  6. Biological sex
  7. Mental and physical ability
  8. Age
  13. Gender identity or expression
  14. Economic status
  15. Military/Veteran's status
  16. Any other protected class in conformance with federal, state and local laws.
  17. Ethnicity
- b. “District staff” includes all employees, consultants and contractors of Hastings Public Schools
- c. “Educational equity” means raising the achievement of all students while
- i. Narrowing the gaps between the lowest and highest performing students,
  - ii. Narrowing the opportunity gap between all students, and
  - iii. Eliminating the racial or cultural predictability and disproportionality of which students groups occupy the highest and lowest achievement categories including rates of graduation.
- d. “Institutional racism” means the collective failure of a public or private organization to provide an appropriate and professional service to people because of their race, color, culture or ethnic origin which can be seen or detected in practices, processes, systems, attitudes and behavior. It looks beyond individual acts of prejudice to the systemic biases that may be built into institutions. These systemic biases discriminate against and disadvantage people of color through unwitting prejudice, ignorance thoughtlessness or racial stereotyping.

#### **IV. Responsibility**

- a. The School Board shall consider the values stated in this policy in conducting its business and in exercising its responsibilities to the people of the Hastings area.
- b. The School Board and Superintendent may establish specific goals to implement this policy as permitted by law.
- c. The Superintendent shall establish in accordance with this policy such plans and procedures as may be necessary and appropriate to accomplish its purpose and intent. Plans and procedures established shall include clear accountability for actions and oversight, and shall include metrics for evaluation.



*Hastings Public School District*

- d. District staff shall within the parameters of their various duties and responsibilities comply with and execute such plans as are designed to address the values and directions included in this policy. District staff is further responsible to make such suggestions to the appropriate authority to improve the ability of the district to reduce the achievement and opportunity gaps that exist.
- e. Hastings ISD 200 Board of Directors, Superintendent and employees will work with students and families to identify assets and barriers to achievement and opportunities for academic success.
- f. The District shall employ staffing processes that support and engender racial, gender, and language diversity in its staff through recruitment, employment, training and retention of employees.
- g. The District shall offer opportunities for all staff to improve its cultural competencies in serving our diverse student body and community, and strengthen employee's knowledge and skills for eliminating opportunity and achievement gaps between groups of students.
- h. The District staff shall work together to increase their individual and collective capacity to effectively teach a racially and ethnically diverse student population and serve racially and ethnically diverse families and communities.
- i. The District shall offer opportunities for all staff to improve culturally responsive instructional practices, curriculum, and assessments competencies in serving our diverse student body and community to increase individual and collective capacity to effectively teach our diverse student population and serve diverse families.
- j. Practices, procedures and programs that result in over or under representation of any group of students compared to peers shall be subject to close review to assure that such results are due to meeting student legitimate educational, social or emotional needs. Practices that do not meet this close review shall be eliminated.
- k. Teachers, administrators and district staff shall collaborate to establish and implement culturally responsive instructional practices, curriculum and assessments.



*Hastings Public School District*

***Cross References:***

HPS Policy 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations

HPS Policy 902A Hastings Public Schools Community Use of School Facilities Philosophy, Rules and Regulations, Building Use Charges

HPS Policy 401 Equal Employment Opportunity

HPS Policy 402 Disability Nondiscrimination

HPS Policy 413 Harassment and Violence

HPS Policy 102 Equal Educational Opportunity

HPS Policy 522 Sex Nondiscrimination

HPS Policy 609 Religion

HPS Policy 606 Textbook and Instruction Materials

*Policy Reviewed: 02.24.2021*

*Policy Adopted:*

*Policy Revised: 02.16.2021*



## **410 FAMILY AND MEDICAL LEAVE POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

### **II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

### **III. DEFINITIONS**

#### **A. “Covered active duty” means:**

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

#### **B. “Covered servicemember” means:**

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the



covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling their Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of their USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered service member’s spouse, parent, or child, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
  2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.



- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member’s child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or their child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address parental care needs; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in



at least one state.

J. “Veteran” has the meaning given in 38 U.S.C. § 101.

#### IV. LEAVE ENTITLEMENT

##### A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee’s child and to care for such child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee’s spouse, child or parent with a serious health condition; including incapacity due to pregnancy and for prenatal medical care;
  - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
  - e. any qualifying exigency arising from the employee’s spouse, child, or parent being on covered active duty, or notified of an impending call or order to cover active duty in the Armed Forces.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:



- a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
    - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
    - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
    - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
    - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth



and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.



11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review. The school district shall comply with written notice requirements as set forth in federal regulations.
14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by



the

employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, perchildal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be



allowed to substitute paid leave for unpaid leave by meeting the

requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

## **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the



school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

## VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## VII. DISSEMINATION OF POLICY

A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.

B. This policy will be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. §§ 181.940-181.944 (Parenting Leave)  
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)  
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)  
38 U.S.C. § 101 (Definitions)  
29 C.F.R. Part 825 (Family and Medical Leave Act)

**Cross References:** MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)



*Hastings Public School District  
ISD #200*

*Policy Reviewed: 02.24.2021*

*Policy Adopted:*

*Policy Revised: 02.02.2021*

**Building Construction Fund Projects as of 1/31/2021**

	A	B	C	D	E	A-C-D-E	
Project	Project Budget	Vendor Bid Amount +/- Change Orders	Vendor Contract Expenses to Date	Wold Fees to Date	Other Expenses Less Rebates to Date	Remaining Funds	Status
High School Roof Replacement	4,645,800	2,944,318	2,944,318	294,530	11,568	1,395,384	Complete
High School & Pinecrest Chilliers	1,182,000	753,551	753,551	74,842	(34,273)	387,879	Complete
Multi-Site Exterior Lighting	478,500	246,483	246,483	30,569	(26,321)	227,770	Complete
High School & McAuliffe Parking Lot	1,841,300	1,084,851	1,084,851	116,970	22,836	616,643	Complete
High School Track Resurfacing	360,000	286,864	286,864	23,219	3,323	46,593	Complete
Contingency	1,240,554	-	-	-	-	1,240,554	Contingency
Reallocations to projects	(1,938,199)	-	-	-	-	(1,938,199)	Reallocation
Interest Earnings	-	-	-	-	-	2,091,060	Interest Earnings
<b>Subtotal</b>	<b>7,809,955</b>	<b>5,316,067</b>	<b>5,316,067</b>	<b>540,130</b>	<b>(22,867)</b>	<b>4,067,684</b>	

Remaining funds from complete projects are available for excess costs on other identified projects or reallocation for new projects.

	A	B	C	D	E	A-B-D-E	
District Wide Camera Project	382,000	192,975	192,198	24,421	12,636	152,746	In Process
High School BAS Replacement	1,951,100	606,642	606,642	123,429	28,570	1,192,459	In Process
Middle School Improvements	23,812,049	22,134,595	21,532,994	1,368,038	288,629	622,389	In Process
McNamara Stadium Improvements	3,370,000	2,688,639	2,688,639	216,215	286,531	178,615	In Process
Pinecrest Deferred Maintenance	968,000	597,115	476,995	61,811	248	428,946	In Process
High School Athletic Field Parking Lot	506,000	426,038	201,714	27,646	20,549	256,090	In Process
Pinecrest Partial Roof Replacement	373,000	289,800	275,310	23,757	248	73,684	In Process
Early Childhood Improvements (High School)	445,000	264,690	129,599	28,362	1,414	150,534	In Process
Water Coolers	244,500	200,490	-	12,949	-	31,061	In Process
Tilden Deferred Maintenance & Roof	828,746	688,400	653,980	49,751	29,121	95,894	In Process
<b>Subtotal</b>	<b>32,880,395</b>	<b>28,089,384</b>	<b>26,758,071</b>	<b>1,936,378</b>	<b>667,946</b>	<b>3,182,419</b>	

Remaining funds from in process projects are not available for excess costs on other identified projects or reallocation for new projects.

	A	B	C	D	E	A-B-D-E	
McAuliffe Deferred Maintenance	107,100	-	-	2,224	42,595	62,281	In Design
High School Retaining Wall	50,000	-	-	-	-	50,000	In Design
Tilden Asbestos	18,400	-	-	52	-	18,348	In Design
Kennedy & McAuliffe Partial Roof Replacement	533,200	-	-	23,180	-	533,200	In Design
Middle School Partial Roof Replacement	717,200	-	-	14,917	-	717,200	In Design
Kennedy Deferred Maintenance	416,100	-	-	18,612	-	416,100	In Design
<b>Subtotal</b>	<b>1,842,000</b>	<b>-</b>	<b>-</b>	<b>58,985</b>	<b>42,595</b>	<b>1,797,130</b>	

Remaining funds from in design projects are not available for excess costs on other identified projects or reallocation for new projects.

	A	B	C	D	E	A	
High School Deferred Maintenance	604,400	-	-	-	-	604,400	Future
District Wide Fire Alarm/Alert System Replacement	365,000	-	-	-	-	365,000	Future
High School Fire Alarm/Alert System Replacement	435,000	-	-	-	-	435,000	Future
High School Privacy Improvements (Athletic & 2 Addtl')	546,250	-	-	-	-	546,250	Future
<b>Subtotal</b>	<b>1,950,650</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,950,650</b>	

Remaining funds from future projects are not available for excess costs on other identified projects or reallocation for new projects.

Other District Projects	A	B	C	D	E	A-B-E	
Technology Improvements	1,500,000	-	-	na	728,374	771,626	Not Completed
Flexible Learning Furniture	600,000	-	-	na	116,528	483,472	Not Completed
Interior Locks Allowance	300,000	-	-	na	-	300,000	Not Completed
Door & Glass Improvements	500,000	-	-	na	-	500,000	Not Completed
Replace Middle School Softball & Baseball Backstops	160,000	-	-	na	-	160,000	Not Completed
Replace High School Carpet	662,100	-	-	na	-	662,100	Not Completed
Miscellaneous Deferred Maintenance Projects <\$100,000	394,900	-	-	na	133,776	261,124	Not Completed
<b>Subtotal</b>	<b>4,117,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>978,677</b>	<b>3,138,323</b>	

Remaining funds from not completed projects are not available for excess costs on other identified projects or reallocation for new projects.

<b>Total</b>	<b>48,600,000</b>	<b>33,405,451</b>	<b>32,074,138</b>	<b>2,535,493</b>	<b>1,666,351</b>	<b>14,136,206</b>
--------------	-------------------	-------------------	-------------------	------------------	------------------	-------------------

Transfers from Contingency:	Complete and In Process (does not include contingency)	41,387,995
\$445,000 Early Childhood Improvements (High School)	Project Total	48,600,000
\$ 87,000 High School Athletic Field Parking Lot	%	85%
\$ 44,300 High School Retaining Wall		
\$113,024 Middle School Bathrooms near Auditorium		
\$158,125 Middle School Bathrooms		
\$300,000 Technology		
\$244,500 Water Coolers		
\$546,250 High School Privacy Improvements (Athletic Locker Rooms)		
TBD High School Privacy Showers (Team Locker Rooms)		
TBD Tilden Toilet Piping		

**February 2021 Enrollment  
Snapshot**

<i>February 2020</i>	<i>4232</i>
<b><i>February 2021</i></b>	<b><i>4102</i></b>
<i>20-21 First Day Enrollment</i>	<i>4165</i>
<i>19-20 First Day Enrollment</i>	<i>4322</i>
<i>19-20 Last Day Enrollment</i>	<i>4218</i>



BRIDGE TO SUCCESS

# Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200  
1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
Phone (651) 480-7000  
Fax (651) 480-7004

## Facilities Committee Summary

*The mission of the Finance Committee is to provide strategic oversight of budget and financial activities on behalf of ISD 200. The Committee will support sustainability, transparency, and equity throughout the School Board and the community at large. This will in turn enhance public confidence in the district's ability to effectively handle its financial affairs through communication of the results of its work to the School Board, and by educating the public regarding the financial position and outlook for the District.*

### **February 11, 2021**

#### Todd Field Update

- Privacy fence and cover will be installed around and over the damaged bleacher seating on the visitor's side. It will give the damaged area a finished look and will prevent access during Todd Field events. The timeline is mid-spring 2021.
- Roof leaking was identified in the ticketing area during the fall sports season. Repair will be coordinated in the spring.
- Parking lot ponding will continue to be pumped out and cleaned on an as needed basis. Very casual conversations about establishing either permanent pumping or allowing percolation are on-going with the City. It is not anticipated that either of these alternatives will be pursued at this time.

#### Bond Project Updates

- Current
  - Fire Alarms: HS going forward as anticipated. Amount budgeted for MS alarms are not required, and those dollars will be used for fire and burglar alarms at Kennedy and Pinecrest.
  - HS Team Locker room layouts to optimize privacy are in process.
  - Many bids opening are anticipated in March 2021. Right now generally see high turnout for work, which seems to be offsetting increases in materials costs.
- Proposed Projects
  - HS Tennis Court Replacement (\$542,000-572,000), MS Track Replacement (\$494,000), MS Storage Building – new construction (\$215,000-290,000), HS Baseball Field drainage repair (\$80,000 – 500,000)
  - Currently we have approximately \$3.8 M available from unused contingency on near to completed projects. Anticipate nearly \$1.0 M additional unused contingency coming from HS BAS replacement soon.
  - Discussion prioritized maintaining existing facilities, recommending work to the Board when the scope and estimate are sound, and staying well within our current available dollars as we still have many projects in the design stage that may still have cost overruns.

---

**Recommendation** – Board approves moving to design on the HS Tennis Court Replacement, MS Track Replacement, and MS Storage Building construction. There is no recommendation on the HS baseball field at this time as the scope and cost are not well defined.

- Process for Preschool/ALC/Senior Center/STAARS Space needs recommendation
  - Superintendent McDowell shared that Kari Gorr has been tasked to put together a representative committee. This committee will identify preschool space needs for the next 3-5 years and consider ways of meeting these needs. They will also look at the space needs for ALC, Senior Center and STAARS and consider how those needs can be met. It is acknowledged that one of the least favorable alternatives is moving the Senior Center to a different space. Additionally, ALC participants and staff are not generally in favor of sharing space at the HS.
  - There will be an update from this committee at the next Facilities Committee. Recommendations are anticipated in summer 2021.



BRIDGE TO SUCCESS

# Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200  
1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
Phone (651) 480-7000  
Fax (651) 480-7004

---

## Policy Committee Mission

This ad-hoc board committee serves to review current policies and make recommendations for revision or adoption of new policies. The current goal of the committee is to add critical new policies, insure the mandatory annual review of specific policies per statute, and complete a cycle of policy review to ensure that the district policy manual is complete and in a standardized format within a two-year period (January, 2022).

## Policy Committee Meetings

Time: February 2, 2021 6:00 PM Central Time

Time: February 16, 2021 6:00 PM Central Time

### 02.02.2021 Meeting

- Equity Policy was reviewed in order to incorporate the feedback from the School Board after the first reading. The committee discussed whether a policy or statement was more appropriate and recommend that this should be brought forward as a policy; however, we could potentially combine this policy with Policy 102. The committee recommended bringing this policy back to the board at our February work session for further discussion.
- Policy 421 - Gifts to Employees and School Board members: Reviewed for a first read in February. This policy was listed incorrectly on our website and the correct version will be brought forward for the board to approve.
- Policy 430 – Staff Recognition: This is not an MSBA policy, but a policy specific to our district in order to recognize staff years of service. We will be reaching out to our lawyer to determine if any changes need to be made. The committee also recommended that this be brought forward to the whole board at the February work session in order to discuss whether this is still how we would like to recognize staff members for their work.
- Policy 613 – Graduation Requirements: Initial discussion around this was begun by the committee in order to gauge whether we were willing to take this on, at this time. It was recommended that, if the committee is interested in discussing this, we should also look at adding Policy 620 (Credits for Learning) at the same time. The committee asked to continue discussions on this at the next Policy Committee meeting.

### 02.16.2021 Meeting

- Reviewed for first read in January
    - Policy 421 – Gifts to Employees and School Board Memebers: This was reviewed with Cathy Moen, in consultation with Keven Rupp. After discussion, the Policy Committee recommended Policy 421 be brought forward for a first reading using MSBA’s model policy.
-

- 
- Reviewed for second read in February
    - Policy 100 - Equity: The committee continue to discuss board feedback on this policy and made edits based on the board's recommendations. After discussion, the committee recommends that Policy 100 be approved as a stand-alone policy.
  
  - Other Policies discussed
    - Policy 613 – Graduation Requirements: The committee continued our discussion of Policy 613, with Jenn Reichel, the Director of Teaching and Learning. After consideration, the committee is recommending that the board waits to make any potential adjustments to this policy until we complete our strategic planning process.
  
    - Policy 620 – Credits for Learning: While this policy was briefly discussed, similar to Policy 613, the committee recommends that the board wait to move forward with discussions on this policy until after the strategic planning process is completed.
  
    - Policy 430 – Staff Recognition: After discussion with the board at the previous work session, we are waiting for results from a staff survey that has been sent out in order to receive staff input on how they would like to be recognized for their years of service in our district. We anticipate being able to discuss the results at our next policy committee meeting.
  
  - Next to Review
    - Kindergarten Age Policy
-

## **Self-Funded Insurance**

*2.17.2021*

### **Health Insurance**

Our current reserve balance is approximately 5.7 million.

The Total Costs to Funding Ratio for health after December claims was 90%, and our approximate goal at the end of the year is 80%.

### **Dental Insurance**

Our current estimated reserve balance is approximately \$869,000.

The Total Costs to Funding Ratio for dental after September claims was 90%, and our approximate goal at the end of the year is 95%.

### **Wellness Credits**

Did you know if you enrolled in Omada and stopped participating you can re-start? Message your Omada health coach and let them know you want to “re-start”!

Have you tried [Wellbeats](#) or [Omada](#)? Both are a **FREE** benefit if you are enrolled in the district’s health insurance. Click on the links to learn more

## Personnel Information for Approval

### Employee Resignations/Retirements/Terminations

Effective Date	Name	Reason	Building/Position
06/04/2021	Dawn Sahouani	Retirement	High School/Teacher
06/04/2021	Miranda Grabow	Resignation	KEL/Teacher
02/09/2021	Jennifer Lindblom	Resignation	PEL/Instructional Asst.
02/11/2021	Brianna Strandberg	Resignation	KEL/Long Term Sub.
02/11/2021	Katelyn Sauer	Resignation	HMS/Instructional Asst.
06/04/2021	Jane Harris	Retirement	KEL/Teacher
02/19/2021	Chasi May	Resignation	PSA
06/04/2021	Glenda Peak	Retirement	Media Specialist/HMS
02/23/2021	Maribel Wildes	Termination	HMS/Custodian
02/05/2021	Dana Winkler	Resignation	Recess/Lunch Aide / PEL

### Employee Leaves

Effective Date	Name	Leave Type	Building/Position
11/24/2021 - 03/08/2021	Lori Balster	Medical	Cook Asst/HHS
01/25/2021 - 06/04/2021	Shannon Stenzel	Intermittent FMLA	Teacher/HMS
03/30/2021 - 08/31/2021	Kelcey Paulson	FMLA	Teacher/MEL
04/25/2021 - 08/31/2021	Elizabeth Reinders	FMLA	Teacher/MEL
08/31/2021 - 09/24/2021	Rachel Haider	FMLA	Teacher/HMS
03/02/2021 - 06/04/2021	Tracy Sieben	Intermittent FMLA	SAC/FS - Tilden/MS
03/19/2021 - 05/04/2021	Michelle Munger	FMLA	Teacher/HMS

### Employee Change in Hours

Effective Date	Name	Current Hours	New Hours
02/01/2021	Sarah McTague	7.0 hrs SAC	4.25 hrs Float/ 2.75 hrs SAC

### Letter of Assignment

Effective Date	Name	Assignment	Duration	Compensation
02/01/2021	Jodi Shelhamer	Staff Development	02/01/2021 - 06/04/2021	\$1,200.00

### Employee Change in Grade/Step

Effective Date	Name	Position	Current Grade/Step	New Grade/Step
2/8/2021	Brent Anderson	Custodian	Grade 9, Step 2 / \$22.55	Gade 9, Step 2 / \$23.25

## Extension of LTS Position

Name	Position/Building	Extended From	Extended To	Salary/Rate of Pay
Ursula Rumann	Teacher/MEL	01/01/2021	06/04/2021	\$40,631.13
David Peterson	Teacher/PEL	01/01/2021	06/04/2021	\$44,161.65

## Employment of the following individuals

Start Date	Name	Position/Building	Salary/Rate of Pay
02/08/2021	Danielle Anselment	Recess/Luch Supervisor / KEL	\$13.68
01/29/2021	Tara Smith	Special Ed Para Sub/Tilden	\$16.23
01/29/2021	Kacy Carlson	Special Ed Para Sub/Tilden	\$16.23
01/25/2021	Christine Teal	Kids' Campus Non- Contract Sped PSA/Tilden	\$16.62
02/01/2021	Mikayla Domonkos	Non Contract Kids Campus Asst./Tilden	\$14.34
02/24/2021	Brittany Mathern	SpEd Paraprofessional/ME L	\$16.23
02/08/2021	Dana Winkler	SpEd Paraprofessional/PE L	\$16.23
02/01/2021	Jackson Gergen	Assistant	\$14.36
02/16/2021	Elaine Hamilton	Title One Aide/PEL	\$16.23
02/22/2021	Jackie Buechner	Extended Term Float Sub/KEL	\$230.86/day
02/11/2021	Lauren McQuade	Kids Campus Asst. /Tilden	\$14.34
03/22/2021	Sara Kelly	Extended Term Sub 2nd Grade/KEL	\$230.86/day
02/16/2021	Tammy Rud	Cook/JFK	\$14.97
02/03/2021	Debra Anderson	Community Ed Para/Tilden	\$14.36
02/22/2021	Tonia Hanson	Recess/Lunch Aide / PEL	\$13.68
02/22/2021	Amanda Huberty	SpEd Para Sub/KEL	\$16.23
02/19/2021	Sara Rapp	Cook/HHS	\$14.34
03/01/2021	Melissa Senko	Cook/HHS	\$14.34
02/15/2021	Brianna Strandberg	Long Term Sub/KEL	\$40,631.13

**INDEPENDENT  
SCHOOL DISTRICT #200**

---

# **Master Agreement**



**2020-2021  
2021-2022**

---

**Education Minnesota Hastings  
Educational Support Professionals**

---

# TABLE OF CONTENTS

<b>ARTICLE I – PURPOSE .....</b>	<b>4</b>
<b>ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....</b>	<b>4</b>
Section 1 – Recognition .....	4
Section 2 - Appropriate Unit .....	4
<b>ARTICLE III – DEFINITIONS.....</b>	<b>4</b>
Section 1 - Terms and Conditions of Employment .....	4
Section 2 - Employee .....	4
Section 3 - School Board of School District 200.....	5
Section 4 - Other Terms.....	5
<b>ARTICLE IV – SCHOOL BOARD RIGHTS .....</b>	<b>5</b>
Section 1 - Inherent Managerial Rights .....	5
Section 2 - Management Responsibilities .....	5
Section 3 - Effect of Laws and Regulations .....	5
<b>ARTICLE V – EXCLUSIVE REPRESENTATIVE AND EMPLOYEE RIGHTS.....</b>	<b>6</b>
Section 1 - Right to Views .....	6
Section 2 - Right to Join .....	6
Section 3 - Request for Dues Check Off .....	6
Section 4 - Personnel Files .....	7
Section 5 - School Equipment and Facilities .....	7
<b>ARTICLE VI – LENGTH OF SCHOOL YEAR AND WORK DAY .....</b>	<b>7</b>
Section 1 - Training Days.....	7
Section 2 - IEP Meetings .....	7
Section 3 - Hours: Basic Work Day, Lunch, Breaks .....	7
<b>ARTICLE VII – PROBATIONARY PERIOD .....</b>	<b>8</b>
Section 1 – Probationary Period .....	8
<b>ARTICLE VIII – RATES OF PAY .....</b>	<b>8</b>
Section 1 - Wage Rates .....	8
Section 2 - Step Increase Status.....	8
Section 3 - Substitute Pay.....	9
Section 4 - Mileage Allowance .....	9
<b>ARTICLE IX – JOB POSTINGS AND TRANSFERS.....</b>	<b>9</b>
Section 1 - Grade Level/Assignment Transition .....	9
Section 2 - Moving to a Lower Grade.....	9
<b>ARTICLE X – GROUP INSURANCE.....</b>	<b>9</b>
Section 1 - Affordable Care Act.....	9
Section 2 - Selection of Carrier .....	9
Section 3 - Medical-Hospitalization Insurance: .....	10
Section 4 - Life Insurance .....	10
Section 5 - Dental Insurance.....	10
Section 6 - Long Term Disability Insurance.....	11
Section 7 - Combining Hours .....	11

<b>ARTICLE XI – LEAVES OF ABSENCE .....</b>	<b>11</b>
Section 1 - Sick Leave .....	11
Section 2 - Bereavement Leave.....	12
Section 3 - Essential Leave.....	12
Section 4 - Emergency Closing.....	12
Section 5 - Jury Duty.....	12
Section 6 - Requests for Unpaid Days .....	13
Section 7 - Worker’s Compensation.....	13
Section 8 - Parental Leave.....	13
Section 9 - Education Leave .....	15
<b>ARTICLE XII – VACATION AND HOLIDAY PAY .....</b>	<b>15</b>
Section 1 - Eligibility.....	15
Section 2 - Holiday Pay.....	15
Section 3 - Vacation Pay.....	16
<b>ARTICLE XIII – SENIORITY AND LAYOFF .....</b>	<b>16</b>
Section 1 - Seniority or Seniority Date .....	16
Section 2 - Job Classification.....	16
Section 3 - Preparation of Seniority List.....	17
Section 4 - Ties in Seniority .....	17
Section 5 - Layoff and Recall .....	17
Section 6 - Benefits While on Layoff .....	17
Section 7 - Employment Rights During Leave.....	17
Section 8 - Seniority Credit .....	17
Section 9 - Unemployment Benefits While on Layoff .....	18
Section 10 - Assignment.....	18
<b>ARTICLE XIV – RETIREMENT AND SEVERANCE .....</b>	<b>18</b>
Section 1 - Eligibility.....	18
Section 2 - Severance Amount .....	18
Section 3 - Severance Caps .....	18
Section 4 - Severance Payments.....	19
Section 5 - Survivor Benefit.....	19
<b>ARTICLE XV – MATCHING CONTRIBUTION PLAN 403B .....</b>	<b>19</b>
Section 1 - Eligibility.....	19
Section 2 - Contributions.....	19
<b>ARTICLE XVI – GRIEVANCE PROCEDURE .....</b>	<b>20</b>
Section 1 - Definitions .....	20
Section 2 - Adjustment of Grievance.....	20
<b>ARTICLE XVII - DURATION .....</b>	<b>22</b>
Section 1 - Duration .....	22

## **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 school board or school district) and Education Minnesota Hastings Educational Support Professionals, (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 paraprofessionals employed by the school board of Independent School District No. 200, 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 Unit**

The exclusive representative shall represent all of the paraprofessionals 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 employer's personnel policies affecting the working conditions of the employees. The terms do not mean educational policies of a school district. The terms are subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.

### **Section 2 - Employee**

Employee shall mean paraprofessionals, student and instructional assistants, and/or Certified Occupational Therapy Assistant (COTA) employed by Independent School District No. 200, Hastings Minnesota, who are public employees within the meaning of MN Statute 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

Specifically the groups are as follows:

**Student Assistant** (Non-instructional Playground, Cafeteria, Physical Ed, Non-IEP Bus Duty)

**Instructional Assistant** (Special Services Pupil Support Assistant (PSA), ELL, Title I: Reading, Math, and other programs assisting teacher with instruction)

**Lead Instructional Assistant (AVID)**

**COTA** (Certified Occupational Therapy Assistant)

**Section 3 - School Board of School District 200**

Any reference to the school board or school district in this Agreement shall mean the school board or its designated officials or representatives.

**Section 4 - Other Terms**

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

**ARTICLE IV – SCHOOL BOARD 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, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

**Section 2 - Management Responsibilities**

The exclusive representative recognizes the right and obligation of the school district to efficiently manage and conduct 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 - Effect of Laws and Regulations**

The parties recognize that the school district, 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 Department 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 REPRESENTATIVE AND EMPLOYEE RIGHTS**

### **Section 1 - Right to Views**

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 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, nor shall it be construed to require any public employee to perform labor or services against his/her 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 school 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 School 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 School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the implementation of this Section 3, Request for Dues Check Off.

Subd. 4 - By October 15<sup>th</sup> 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 - Personnel Files**

All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon his/her 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 school district may destroy such files as provided by law. The school district shall expunge from an employee's file any material found to be false or inaccurate through the grievance procedure.

## **Section 5 - 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 – LENGTH OF SCHOOL YEAR AND WORK DAY**

## **Section 1 - Training Days**

Employees may be assigned training days in addition to student contact days. These are considered work days and attendance is required.

## **Section 2 - IEP Meetings**

At the discretion of the Building Principal, Director of Special Services or the Assistant Director of Special Services, employees shall be allowed to attend IEP meetings of the students with which they work. Employees shall be paid at their hourly rate of pay.

## **Section 3 - Hours: Basic Work Day, Lunch, Breaks**

Subd. 1 - A paid fifteen (15) minute, duty free break, shall be provided for each four (4) hours worked per day, including hours worked at multiple sites. The employee may choose not to take a break, but the schedule must allow for one.

Subd. 2 - Employees working six (6) hours or more per day shall be provided with a duty-free, unpaid lunch period of thirty (30) minutes daily.

Subd. 3 - In the event that it is necessary for employees to travel between schools as a part of their assignment, travel time shall be included in the work day and mileage shall be reimbursed.

Subd. 4 - In the event that the student to whom a Special Services PSA is assigned is absent from school, the PSA will:

1. Notify their direct supervisor or his/her designee. If there is a need for a substitute elsewhere in the district the PSA will be assigned to fill that position and will inform his/her supervising teacher of the plan.
2. If there is no need for a substitute, the PSA will report to his/her supervising teacher who will assign alternate duties.
3. If the PSA is not needed as a substitute and the supervising special education teacher can identify no pressing needs, he/she may choose to take the day(s) off without pay.

## **ARTICLE VII – PROBATIONARY PERIOD**

### **Section 1 – Probationary Period**

Subd. 1 - The probationary period for an employee who is hired per the terms of the District 200 Contract shall be nine (9) months. 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.

Subd. 2 - Probationary employees are evaluated by their immediate supervisor and recommended for permanent status.

## **ARTICLE VIII – RATES OF PAY**

### **Section 1 - Wage Rates**

The wages reflected in Appendix A-1 and A-2 (salary schedule), attached hereto, shall be in effect for all employees. The work day shall be assigned by the administration to best meet the needs of the students and district.

**Grade 4 - Student Assistant** (*Non-instructional Playground, Cafeteria, Physical Ed, Non-IEP Bus Duty*)

**Grade 6 - Instructional Assistant** (*Special Services PSA, ESL, Title I: Reading, Math, and other programs assisting teacher with instruction*)

**Grade 8 – Lead Instructional Assistant (AVID)**

**Grade 10 - COTA** (*Certified Occupational Therapy Assistant*)

### **Section 2 - Step Increase Status**

Subd. 1 - Employees shall be compensated pursuant to Appendices A-1 and A-2. If the initial employment is after January 1st, the employees shall not advance on the following July 1st.

Subd. 2 - . In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to the current rate until a successor Agreement is fully ratified.

Subd. 3 - The school board reserves the right to withhold advancement on the salary schedule for cause attributed to the employee's performance or misconduct.

### **Section 3 - Substitute Pay**

The substitute rate of pay for substitutes shall be as follows:

Grade 4 – Student Assistants –First step of the Salary Schedule

Grade 6 – Instructional Assistants – First step of the Salary Schedule

Grade 10 – COTA – N/A

### **Section 4 - Mileage Allowance**

The district will pay the IRS rate per mile for authorized use of personal cars in connection with school district business.

## **ARTICLE IX – JOB POSTINGS AND TRANSFERS**

### **Section 1 - Grade Level/Assignment Transition**

When an employee accepts a position at a higher grade level they will be shadowed in to 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 could be a one or two step movement in the new grade. This same system will be true for any employee moving out of their bargaining group to accept a position in a different bargaining group (if a clerical employee accepts a position as a paraprofessional this same system of placement on the schedule will be applied).

### **Section 2 - Moving to a Lower Grade**

When an employee moves to a position with a lower grade level they will be shadowed into the hourly rate based on their years of service compared to the years of service of those within that grade level and classification.

## **ARTICLE X – GROUP INSURANCE**

### **Section 1 - Affordable Care Act**

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School 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 School District.

### **Section 2 - Selection of Carrier**

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

### **Section 3 - Medical-Hospitalization Insurance:**

Subd. 1 - Single Coverage: Effective July 1, 2020, the school district shall contribute a sum not to exceed the cost of Comp Basic Single, based on hours worked, as provided in Appendices B-1 and E-1, during the 2020-2021 school year for the cost of the single premium for all employees who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2 - Effective July 1, 2021 the district shall contribute a sum not to exceed the cost of Comp Basic Single, based on hours worked, as provided in Appendices B-1 and E1, during the 2021-2022 school year for the cost of the single premium for all employees who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 3 - Family Coverage: Effective July 1, 2020, the school district shall contribute a sum not to exceed \$1,613.69 per month of service based on hours worked, as provided in Appendices B-1 and E-1, during the 2020-21 school year for the cost of the family premium for all employees who qualify for and are enrolled in the school district group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 4 - Effective July 1, 2021, the school district shall contribute a sum up to 73.5% of Comp Basic Family capped at \$1,677.08 per month, based on hours worked, as provided in Appendices B-1 and E-1, for the cost of the family premium for all employees who qualify for and are enrolled in the school district group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 5 - Survivor Benefits: The school district will follow the law per COBRA.

### **Section 4 - Life Insurance**

The school district shall provide a group term insurance policy in the amount of \$50,000. The cost will be borne entirely by the school district for an employee whose hours worked is 850 or more annually.

### **Section 5 - Dental Insurance**

Subd. 1 - The school district shall permit employees to participate in the district dental insurance program subject to any restrictions or provisions of the insurance carrier.

Subd. 2 - Effective July 1, 2020, the school district shall contribute a sum up to \$81.00 per month of service for the cost of the dental insurance premium for all employees who qualify for and are enrolled in the group dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction (based on hours worked in accordance with Appendices B1 and E1).

## **Section 6 - Long Term Disability Insurance**

The school district will pay the premium for income protection insurance in force on the effective date of this Agreement for all employees whose hours worked equals 850 hours or more per year.

## **Section 7 - Combining Hours**

If an employee works in more than one bargaining unit they can combine their hours to qualify for insurance; Custodian, Instructional Tech/Support Staff, HESA, Food Service, Health Services, Paraprofessionals, Community Ed Paraprofessionals, Community Ed Coordinators Individual Business Office. The district will allow combining of contributions (policy holder-family contribution + spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

# **ARTICLE XI – LEAVES OF ABSENCE**

## **Section 1 - Sick Leave**

Subd. 1 - Sick leave with pay shall be allowed by the school board 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.

Subd. 2 - The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 3 - In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent, spouse's mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement and Affidavit form on file with the District.

Subd. 4 - Sick leave does not apply to situations related to daycare issues, or lack of childcare.

Subd. 5 - Accrual: Sick leave will be granted for personal illness and/or serious illness in the immediate family. Sick leave will be granted at a rate of nine (9) days pro-rated to the hours worked per day accumulative to 150 days. (Example: Employee's assignment – 9 days x 6 hours per day – eligible for 54 hours per year. Assignment –9 days x 4 hours per day – eligible for 36 hours per year. Assignment – 9 days x 8 hours per day – eligible for 72 hours per year.)

Subd. 6 - Unused Sick Leave: Employees will be granted nine (9) days of sick leave at the proration of their average hours per day. When an employee has accumulated 150 days of sick leave the employee will be paid up to five (5) days beyond 150 days at a rate of \$14.50 per hour. These days will be paid in a supplemental payroll at the end of July.

Subd. 7 - Eligibility: To be eligible for sick leave, you must be a permanent employee with a predetermined work schedule. Sick leave will not be available to casual employees who work as substitutes. Sick leave shall be based upon the average hours worked, per day, at the time that sick leave is used.

Subd. 8 - On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of 2 days per year to the bank.

Subd. 9 - If a member of the bargaining unit runs out of sick leave due to serious illness, they may contact the School Superintendent about their situation and request days from the sick leave bank. The Superintendent will determine the amount of sick leave to be granted from the bank, with a maximum of 10 days.

## **Section 2 - Bereavement Leave**

Subd. 1 - In the case of a death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparent, grandchild, stepparent, stepchild, guardian, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without pay deduction and without deduction from sick leave.

Subd. 2 - At the discretion of the Superintendent, up to two (2) days in addition to those identified in Subd. one may be granted. The additional days shall be deducted from sick leave.

## **Section 3 - Essential Leave**

All employees will be granted leave, of no more than two (2) days per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employee's pro-rated hours per day. Any days that are unused will be paid at a rate of \$14.50 per hour. The payment for unused days will occur in a supplemental payroll at the end of July.

## **Section 4 - 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 School District webpage under Staff Forms.

## **Section 5 - Jury Duty**

Employees called to serve on a jury, or subpoenaed as a result of their employment with the District, shall remit pay to the district, not including mileage, and receive a regular day's pay for each day on jury duty.

## **Section 6 - Requests for Unpaid Days**

A request for a day(s) off without pay, when vacation days have already been used, must be approved by the superintendent, or his/her designee, and will only be honored for extenuating circumstances.

## **Section 7 - Worker's 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 Worker's Compensation Act, incurred while in the employment of the school district, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave, essential leave and/or vacation pay.

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

Subd. 3 - Such payment shall be paid by the school 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 leave or vacation 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 school district shall not be entitled to sick 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 8 - Parental Leave**

Subd. 1 - An employee shall be afforded a parental leave of absence provided the employee follows the procedures outlined in this section.

Subd. 2 - The employee requesting parental leave shall make the request in writing to the superintendent on the appropriate forms provided by the district. The request should include the following:

1. The commencement and return date.
2. The estimated date of delivery.

Subd. 3 - The pregnant employee shall notify the superintendent in writing not later than in the fourth month of pregnancy. Also, at such time provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4 - The beginning date of said leave and its duration shall be submitted by the superintendent to the school district for its action. In recommending the date of

commencement and duration of the leave, the superintendent shall review each case on its individual merits, taking into consideration the following:

1. The continuity of the instructional program for the students.
2. Desires of the employee.
3. Specific employment duties of the employee involved.
4. The recommendation of the employee's physician, if any.

Subd. 5 - In making the determination under this subdivision concerning commencement and duration of a parental leave of absence, the school board shall not in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return for employment prior to the date designated in the request for parental leave except by mutual agreement.

Subd. 6 - If the employee complies with all provisions of this section and a parental leave is granted by the school district, the school district shall notify the employee, in writing, of its action.

Subd. 7 - An employee returning from parental leave shall be reemployed in a position for which the employee is qualified commensurate with the position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished.
2. That the employee returns on the date designated on the request for leave approved by the school board.

Subd. 8 - The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the school district to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of times for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 9 - The parties agree that any parental leave of absence granted under this section shall be leave without pay.

Subd. 10 - Parental leave may be extended by mutual consent of the school district and the employee.

Subd. 11 - Employee shall be granted five (5) days of leave during the first (twelve months) after the birth or adoption of a child or children. The days are to be deducted from their allocated sick leave.

## **Section 9 - Education Leave**

Subd. 1 - Upon request, an employee may be granted a leave for up to one school year, without pay, for the purpose of student teaching in order to obtain a teaching license. In order to be eligible for this leave, the employee must have completed two (2) years of employment in the district. Applications for such leave shall be made no later than March 1 prior to the year of requested leave.

Subd 2 - Employees granted education leave, and working less than one half of their annual work days shall not receive advancement on the salary schedule for the following school year. Employees working less than a full year shall earn pro-rated leave based on the duration of time worked during the year of the education leave. Seniority shall continue to accrue during the leave.

Subd. 3 - Whenever a leave extends to the end of a school year, the employee shall notify the district in writing by March 1 of intent to return or not to return to the district the following year. Employees returning from leave shall be assigned to the same or comparable position. If the number of employee positions has been reduced, return to employment shall be governed by seniority.

## **ARTICLE XII – VACATION AND HOLIDAY PAY**

### **Section 1 - Eligibility**

Subd. 1 - The following provisions for paid holidays and paid vacation days shall apply only to personnel regularly employed based on hours worked. See Appendices B thru D that specifically outline the holidays and vacation days.

Subd. 2 - Vacation and holiday pay will not be available to casual employees who work as substitutes.

Subd. 3 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.

### **Section 2 - Holiday Pay**

Subd. 1 - The following legal holidays will be granted to all permanent employees:

#### **Employees hired prior to 7/1/2008**

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

#### **Employees hired after 7/1/2008**

- or did not previously  
receive holiday pay**
1. New Year's Day
  2. President's Day
  3. Good Friday
  4. Memorial Day
  5. Thanksgiving Day
  6. Christmas Day

Subd. 2 - Payment for holidays shall be made in the payroll period in which the holiday falls. The number of paid hours will be determined by the average number of hours worked.

### **Section 3 - Vacation Pay**

Subd. 1 - Two (2) days of vacation pay will be granted to all permanent employees hired after July 1, 2008 or who did not previously receive vacation pay.

Subd. 2 - Four (4) days of vacation pay, pro-rated on hours worked per day, will be granted to all permanent employees hired prior to July 1, 2008.

Subd. 3 - Vacation time must be approved in advance with the employee's supervisor.

Subd. 4 - Whenever possible, employees are encouraged to use vacation days when school is not in session.

Subd. 5 - The payment for unused days will occur in a supplemental payroll at the end of July at the employee's current rate of pay.

## **ARTICLE XIII – SENIORITY AND LAYOFF**

### **Section 1 - Seniority or Seniority Date**

Subd. 1 - Seniority or seniority date for purposes of layoff means an employee's first date of most recent continuous service in the District in a position within the bargaining unit.

Subd. 2 - No seniority shall accrue until the employee has satisfactorily completed the applicable probationary period. Upon completion of probation, seniority will be credited back to the seniority date specified above.

### **Section 2 - Job Classification**

For purposes of this Article, the phrase "job classification" refers to a position within one of the following groups:

1. Non-Instructional Playground Cafeteria, Physical Ed., Non-IEP Bus Duty
2. Special Services PSA Instructional Assistant
3. ESL Instructional Assistant
4. Title I: Reading & Math Instructional Assistant
5. General Ed Intervention Instructional Assistant
6. Lead Instructional Assistant
7. COTA

### **Section 3 - Preparation of Seniority List**

Subd. 1 - Preparation and posting of seniority and lists: By January 15 of each school year, the School District shall create and post a seniority list. The list will include the name of each employee, their seniority date, and job classification and will be posted at all school buildings in the District.

Subd. 2 - Request for change: An employee who disputes their standing on the list may process a grievance pursuant to and within the timelines set forth in the grievance procedure.

Subd. 3 - Final list: Within ten business days after the request for change period has ended, if there are any changes to the original seniority list, the School District will prepare and post a final seniority list at all school buildings in the District. The final seniority list shall be binding on the School District and employees.

### **Section 4 - Ties in Seniority**

Subd. 1 - In the event two or more employees in the same job classification have the same seniority date, the seniority tie shall be broken as follows:

1. The employee with the most years of employment in the bargaining unit, regardless of whether the years are continuous or in the same job classification, shall be deemed more senior.
2. Should a seniority tie still exist, it will be broken by using the employee number. The employee with the lowest employee number shall be deemed more senior.

### **Section 5 - Layoff and Recall**

Subd. 1 - Layoff: When it becomes necessary to lay off an employee, the least senior employee in the applicable job classification will be placed on layoff.

Subd. 2 - Recall: An employee on layoff shall retain his/her seniority and right to recall to a vacant position within job classification for a period of one (1) year after the date of layoff.

### **Section 6 - Benefits While on Layoff**

Employees placed on layoff shall remain eligible for participation in the School District's group insurance programs at their own expense for the duration of their layoff period.

### **Section 7 - Employment Rights During Leave**

An employee placed on layoff may engage in employment in any other occupation during the period of layoff.

### **Section 8 - Seniority Credit**

Layoff status shall not result in a loss of seniority or loss of any accrued leaves.

## **Section 9 - Unemployment Benefits While on Layoff**

Nothing in this Article shall be construed to impair the rights of employees placed on layoff to receive unemployment benefits if otherwise eligible.

## **Section 10 - Assignment**

Employees will be reassigned each year on the basis of student and district needs. The administration maintains the ultimate right of assignment; however, the employees' preferences will receive full consideration.

# **ARTICLE XIV – RETIREMENT AND SEVERANCE**

## **Section 1 - Eligibility**

Employees hired prior to July 1, 2008, and regularly employed for two hours or more per day and who have completed at least twelve (12) years of service with the school district and who are at least 55 years of age shall be eligible to receive the amount obtained by multiplying 50% of the employee's unused number of sick leave days not to exceed 60 days' pay, based on average hours worked per day.

## **Section 2 - Severance Amount**

In addition, employees who have been regularly employed shall be eligible for one (1) day of pay, based on the average hours worked per day, multiplied by the number of years of service not to exceed 25 days.

## **Section 3 - Severance Caps**

Subd. 1 - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-09 school year.

Grade 4	\$14.44
Grade 6	\$17.41
Grade 10	\$26.29

Subd. 2 - Hours per day and rate of pay will be based on a five (5) year average.

Example:

- Student Asst., 3 years at Grade 4, current rate or cap
- Instructional Asst., 2 years at Grade 6, current rate or cap

The average rate of pay would be used to calculate severance.

Subd. 3 - 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 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. See Appendix F-1.

**Section 4 - Severance Payments**

All retirement/severance payment shall be deposited by the school district into The Minnesota Health Care Savings Plan.

**Section 5 - Survivor Benefit**

In the event of the death of an employee who is eligible for severance pay under the provisions of Article VI, 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 XV – MATCHING CONTRIBUTION PLAN 403B**

**Section 1 - Eligibility**

Subd. 1 - Employees hired after June 30th, 2008 who are regularly employed with the school district shall be eligible to participate in a 403B matching contribution plan pursuant to M.S.356.24.

Subd. 2 - Employees hired prior to July 1, 2008, who are regularly employed with the school 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 Article XIV, Retirement and Severance.

**Section 2 - 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.

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

Subd. 2 - The Maximum annual match is capped at \$2,500. The maximum lifetime match is capped at \$35,000

Subd. 3 - Determination of years is based on hire date before or after January 1.

Subd. 4 – An ISD #200 Salary Reduction Authorization Agreement stating “Matching Contribution” must be received by the district office on August 1, preceding the school year during which the employee wishes to participate.

## **ARTICLE XVI – 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 recognized 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 G) to the employee's immediate supervisor, within twenty (20) days after the event giving rise to the grievance.

Subd. 4 - Step III: Within fifteen (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 (10) 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 (10) days of the receipt of the immediate supervisor's response. Within fifteen (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 (10) 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. 6 - Step V: In the event the grievance is not resolved, within ten (10) 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.

The employer and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer 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 (7) 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 (7) arbitrators until only one (1) 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.

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.

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 proceedings 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.

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.

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. 7 - 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 XVII - DURATION**

**Section 1 - Duration**

Subd. 1 - This agreement shall remain in full force and effect for a period commencing on July 1, 2020, through June 30, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2022, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

Education Minnesota Hastings  
Educational Support Professionals

Independent School District 200

\_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A-1 – Salary Schedule

2020-2021

Grade Step	12	11	10	9	8	7	6	5	4	3
<b>2-Min</b>	\$28.83	\$26.50	\$24.08	\$22.05	\$20.10	\$18.52	\$17.04	\$15.66	\$14.34	\$13.23
3	\$29.71	\$27.23	\$24.73	\$22.65	\$20.61	\$18.93	\$17.40	\$15.98	\$14.68	\$13.51
4	\$30.58	\$27.95	\$25.41	\$23.20	\$21.12	\$19.37	\$17.80	\$16.33	\$14.97	\$13.82
5	\$31.45	\$28.70	\$26.08	\$23.78	\$21.64	\$19.80	\$18.18	\$16.67	\$15.28	\$14.08
6	\$32.31	\$29.43	\$26.72	\$24.34	\$22.14	\$20.19	\$18.54	\$17.04	\$15.64	\$14.37
<b>7-Mid</b>	\$33.29	\$30.15	\$27.38	\$24.93	\$22.68	\$20.63	\$18.93	\$17.37	\$15.93	\$14.69
8	\$34.16	\$30.91	\$28.05	\$25.49	\$23.17	\$21.05	\$19.32	\$17.72	\$16.24	\$14.95
9	\$35.03	\$31.65	\$28.72	\$26.07	\$23.70	\$21.46	\$19.68	\$18.07	\$16.55	\$15.24
10	\$35.91	\$32.38	\$29.39	\$26.61	\$24.21	\$21.91	\$20.09	\$18.42	\$16.89	\$15.53
11	\$36.78	\$33.12	\$30.03	\$27.20	\$24.73	\$22.32	\$20.47	\$18.76	\$17.18	\$15.84
12	\$37.64	\$33.86	\$30.71	\$27.77	\$25.24	\$22.76	\$20.85	\$19.13	\$17.51	\$16.10
<b>13-1 Max</b>	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41

### Longevity

13-2	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-3	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
<b>13-4</b>	<b>\$39.66</b>	<b>\$35.83</b>	<b>\$32.64</b>	<b>\$29.34</b>	<b>\$26.76</b>	<b>\$24.18</b>	<b>\$22.42</b>	<b>\$20.21</b>	<b>\$18.59</b>	<b>\$17.16</b>
13-5	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-6	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-7	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-8	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
<b>13-9</b>	<b>\$40.91</b>	<b>\$37.08</b>	<b>\$33.89</b>	<b>\$30.34</b>	<b>\$27.76</b>	<b>\$25.18</b>	<b>\$23.42</b>	<b>\$20.96</b>	<b>\$19.34</b>	<b>\$17.91</b>

Longevity will be paid to those who are on step 13 for the 4th and 9th year according to the following schedule.

<u>Grades</u>	<u>Year</u>	<u>Amt.</u>	<u>Total</u>
3-5	4th	\$0.75	\$0.75
6-9	4th	\$1.00	\$1.00
10-12	4th	\$1.25	\$1.25
3-5	9th	\$0.75	\$1.50
6-9	9th	\$1.00	\$2.00
10-12	9th	\$1.25	\$2.50

Appendix A-1 – Salary Schedule

2021-2022

Grade Step	12	11	10	9	8	7	6	5	4	3
3-Min	\$30.45	\$27.91	\$25.35	\$23.22	\$21.13	\$19.40	\$17.84	\$16.38	\$15.05	\$13.85
4	\$31.34	\$28.65	\$26.05	\$23.78	\$21.65	\$19.85	\$18.25	\$16.74	\$15.34	\$14.17
5	\$32.24	\$29.42	\$26.73	\$24.37	\$22.18	\$20.30	\$18.63	\$17.09	\$15.66	\$14.43
6	\$33.12	\$30.17	\$27.39	\$24.95	\$22.69	\$20.69	\$19.00	\$17.47	\$16.03	\$14.73
7-Mid	\$34.12	\$30.90	\$28.06	\$25.55	\$23.25	\$21.15	\$19.40	\$17.80	\$16.33	\$15.06
8	\$35.01	\$31.68	\$28.75	\$26.13	\$23.75	\$21.58	\$19.80	\$18.16	\$16.65	\$15.32
9	\$35.91	\$32.44	\$29.44	\$26.72	\$24.29	\$22.00	\$20.17	\$18.52	\$16.96	\$15.62
10	\$36.81	\$33.19	\$30.12	\$27.28	\$24.82	\$22.46	\$20.59	\$18.88	\$17.31	\$15.92
11	\$37.70	\$33.95	\$30.78	\$27.88	\$25.35	\$22.88	\$20.98	\$19.23	\$17.61	\$16.24
12	\$38.58	\$34.71	\$31.48	\$28.46	\$25.87	\$23.33	\$21.37	\$19.61	\$17.95	\$16.50
13-1 Max	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82

Longevity

13-2	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-3	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-4	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-5	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-6	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-7	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-8	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-9	\$41.87	\$37.94	\$34.67	\$31.05	\$28.40	\$25.76	\$23.96	\$21.45	\$19.79	\$18.32

Longevity will be paid to those who are on step 13 for the 4th and 9th year according to the following schedule.

Grades	Year	Amt.	Total
3-5	4th	\$0.75	\$0.75
6-9	4th	\$1.00	\$1.00
10-12	4th	\$1.25	\$1.25
3-5	9th	\$0.75	\$1.50
6-9	9th	\$1.00	\$2.00
10-12	9th	\$1.25	\$2.50

## Appendix A-2

Last	First	Job Description Classification	Paid Time Off	Grade	20-21 Step	*** *2	20-21 Hrly Rate	21-22 Step	*** *22	21-22 Hrly Rate
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Title	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
* Open	New	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
* Open	Open	Sec II-Student Asst	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	Open	Sec II-Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
*Open	New	Instruc Asst Title	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Anger	Rachel	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Balk	Claudia	Instruc Asst Spec Ed	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Beissel	Pam	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Berg	Linda	Instruc Asst ELL	4/8/2/NL/9	6	13	5	22.42	13	6	22.96
Boyd	Julie	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Butze	Marie	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	2	21.42	13	3	21.96
Casey	Jill	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Chamberlain	Casey	Instruc Asst Title	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Cook	Kristina	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Cosgrove	Linda	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Deutsch	Anne	Instruc Asst Title	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Evermann	Mary	Instruc Asst Title	2/6/2/NL/9	6	10	-	20.09	11	-	20.98
Fanum	Kari	Instruc Asst Spec Ed	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Foreman	Patricia	Instruc Asst Title	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Gable	Kristin	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Gaertner	Lori	Instruc Asst & Clerical Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Gartzke	Katie	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Gronquist	Sarah	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Halfen	Susan	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Hardy	Kathleen	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Havard	Miranda	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Heitman	Cheryl	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Hodorff	Norma	Student Asst	4/8/2/NL/9	4	13	4	18.59	13	5	19.04
Hood	Paige	Instruc Asst Spec Ed	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Jorgensen	Ann	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Kendall	Emily	Instruc Asst Building Prog	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
King	Charlene	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	3	21.42	13	4	22.96
Kleis	Patricia	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Klompenhower	Kristin	Instruc Asst Spec Ed	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Knoblach	Vicky	Instruc Asst Spec Ed	2/6/2/NL/9	6	6	-	18.54	7	-	19.40
Kolta	Manal	Instruc Asst ELL	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Larson	Gretchen	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Lester	Megan	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Lindberg	Jennifer	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Lindblom	Jennifer	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Martin	Ann	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Mattson	Katrin	Instruc Asst Spec Ed	2/6/2/NL/9	6	6	-	18.54	7	-	19.40
May	Chasi	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
McCaffrey	April	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
McCarville	Kathryn	Instruc Asst Title	2/6/2/NL/9	6	13	3	21.42	13	4	22.96
McCoy	Jennifer	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
McQuade	Susan	Instruc Asst Spec Ed-no lunch	2/6/2/NL/9	6	12	-	20.85	13	1	21.96

## Appendix A-2 (Cont'd)

Menard	Lonnie	Instruc Asst Title	2/6/2/NL/9	6	10	-	20.09	11	-	20.98
Meyer	Sue	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Miska	Melissa	Instruc Asst Title	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
<b>Moon</b>	<b>Tammy</b>	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Mullaney	Donna	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	2	21.42	13	3	21.96
Murray	Samantha	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Myrick	Michelle	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Napper	Colleen	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Niebur	Sara	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
OBrien	Michael	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Olson	Abigail	COTA	2/6/2/NL/9	10	5	-	26.08	6	-	27.39
Parsons	Dyanne	Instruc Asst Spec Ed	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Pasicznyk	Amanda	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Perseke	Tia	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Pontzer	Pam	Instruct Asst ELL	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Reuter	Kathy	Instruc Asst Building Prog	2/6/2/NL/9	6	13	5	22.42	13	6	22.96
Risch	Rodney	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Robinson	Brianna	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rock	Courtney	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rogers	Susan	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rose	Heather	Instruc Asst Building Prog	2/6/2/NL/9	6	6	-	18.54	7	-	19.40
Ruble	Philip	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Ruikka	Aaron	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rumann	Ursula (LOA 20-21)	Instruc Asst Spec Ed	2/6/2/NL/9	6	-	-	-	3	-	17.84
Samuelson	Lindsay	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Sauer	Kate	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Sauer	Kate	Student Asst	2/6/2/NL/9	4	3	-	14.68	4	-	15.34
Schluessler	Valerie	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Schmitz	Michelle	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Schoenwald	Terri	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	2	21.42	13	3	21.96
Schroeder	Veronica	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Schumacher	Deborah	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Sjoblom	Matthew	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Stoneberg	Anne	Instruc Asst Building Prog	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Strandberg	Sandra	Instruc Asst Spec Ed	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Tank	Robyn	Instruc Asst Title	2/6/2/NL/9	6	8	-	19.32	9	-	20.17
Teal	Christine	Instruct Asst Comp/Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Van Der Bosch	Sandra	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Varner	Jayne	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Varner	Linda	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Vickney	Amanda	Instruct Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Weber	Vicki	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Winkelman	Angela	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Winkler	Dana	Student Asst	2/6/2/NL/9	4	3	-	14.68	4	-	15.34
Wirth	Cynthia	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	1	21.42	13	2	21.96
Wisniewski	Felicia	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Young	Debra	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	1	21.42	13	2	21.96
Young Loesch	Shirley	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Zeien	Cindy	Instruc Asst-CSST Only Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96

## Appendix B-1

Annual Hours Worked- Insurance ,Paid Days Off, Sick Leave				
Full Time (8 hr per day) 12 Month Employee		260 days @ 8 hrs.		2080
		25-5=20 vac days		-160
		14-10=4 holidays		-32
		236	8	1888
Group	Position	Days Scheduled To Work	Ave Hrs Per Day	Annual Hours Worked
<b>Excludes hours outside of the normal contracted day/year- overtime, summer, breaks, after school ec</b>				
<b>Minimum hours required paid days off &amp; sick leave</b>		<b>172</b>	<b>2</b>	<b>344</b>
<b>Minimum hours required for insurance contribution</b>				<b>850</b>
HESA	10 mo	205	8	1640
	9.75 mo	199	8	1592
	9.5 mo	194	8	1552
	9 mo	184	8	1472
	<i>J.Niederhorn</i> - HS Counseling-9 mo 2 days week=2/5=.4*8	184	3.25	598
	<i>K.Sill</i> - DO Copy Center flexed	203	6	1218
	<i>J.Pettit</i> - DO Copy Center flexed	174.476	5.25	916
Paraprofessionals		172	8	1376
contract states student		172	7.5	1290
contact days use		172	7.25	1247
172 (max possible)		172	7	1204
		172	6.75	1161
		172	6.5	1118
		172	6.25	1075
		172	6	1032
		172	5.75	989
		172	5.5	946
		172	5.25	903
		172	5	860
		172	4.75	817
	Early Childhood Program	163	6.25	1018.75
	Early Childhood Program	163	5.75	937.25
	<i>A. Fairbanks</i> -Student Asst/Sec I MS PE/Athletic	175	7.5	1312.5
	<i>A.Stoneberg</i> - HS Raider Reading	175	7	1225
Food Service Personnel		174	8	1392
contract states student		174	7	1218
contact days +2, use		174	6.5	1131
172 (max possible) +2		174	6.25	1088
= 174 days		174	6	1044
		174	5.75	1001
		174	5.5	957
		174	5.25	914
		174	5	870
		174	4.75	827
Health Services Personnel				
	HS	189	8	1512
	MS	189	8	1512
	Elem	187	7.5	1402.5
Technology Support Staff	Tech II- 12 month	236	8	1888
contract states 170 days	Instructional Lab Technician	176	8	1408
use 172 for minimum	Assistive Technology Tech.	189	8	1512
	<i>C. Anderson</i> - Theatre Coord	176	6	1056

CE Para Enter actual annual hours scheduled to work see appendix B1-A,B,C  
 If daily hours vary a great deal and annual hours worked are 1471 or less divide annual hours by 172 to get average daily hours for paid days off calculation.  $1170/172=6.75$  ave hours rounded to the quarter hour.  
 If annual hours worked is 1472 or greater ave daily hours for paid days of would be 8 hours per day.

**Appendix C-1**

**Paid Days Off Based on *Hours Worked* Grades 1-12**

<b>Hours Worked</b>	<b>Vacation Days</b>	<b>Holidays</b>	<b>Essential Leave</b>	<b>Paid Days Off</b>	<b>Emergency Closing</b>	<b>Sick Days</b>
Prorated on average hours per day, max of 8 hours per day. Minimum of 2 hours per day to qualify. (344 annual hours)						
<b>Full Time</b>						
12 Month	10-25	14	3	27-42	NL	12
<b>Less Than Full-Time</b>						
12 months***	10	10	2	22	NL	10
1472 +	5	10	2	17	NL	10
1471 -	4	8	2	14	NL	9
Do not currently receive or Hired After July 1, 2008						
***1471 -	2	6	2	10	NL	9

Days will be prorated for partial years.

**Emergency Close - Custodians/Kids Kampus employees who have to report may use as a float as approved by supervisor. Anyone else who reports it is by their choice and they will not be able to use as a float.**

\*\*\*District requirement for year round less than full time.

Annual hours worked excludes hours outside of the normal contracted day/year-overtime, summer, breaks, after school ect.

Appendix D-1

Holiday/Non Workday Schedule

(school in session includes workshop days)		Do not currently receive or Hired 7/1/2008 & after ***1471 - Hours Worked			
<u>Full Time Year Round</u>	<u>Full Time Custodians</u>	<u>1472+ Hours Worked</u>	<u>1471 - Hours Worked</u>	<u>1471 - Hours Worked</u>	<u>1471 - Hours Worked</u>
1 New Year's Day	New Year's Day	1 New Year's Day	1 New Year's Day	1 New Year's Day	1 New Year's Day
2 Presidents Day Observed	Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed	2 Presidents Day Observed
3 Good Friday	Good Friday	3 Good Friday	3 Good Friday	3 Good Friday	3 Good Friday
4 Memorial Day	Memorial Day	4 Memorial Day	4 Memorial Day	4 Memorial Day	4 Memorial Day
5 Independence Day	Independence Day	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
6 Friday before Labor Day (non work day-if school is in session replaced with Thurs of Teacher Assoc.)	Float	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
7 Labor Day	Labor Day	5 Labor Day	5 Labor Day	Labor Day	XXXXXXXXXXXXXX
8 Friday of Teacher Assoc.	Float	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
9 Thanksgiving	Thanksgiving	6 Thanksgiving	6 Thanksgiving	Thanksgiving	5 Thanksgiving
10 Friday after Thanksgiving	Friday after Thanksgiving	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX (CE Para's Grandf per list,prorate 1520)	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
11 Christmas Eve	Christmas Eve	7 Christmas Eve	7 Christmas Eve	Christmas Eve	XXXXXXXXXXXXXX
12 Christmas Day	Christmas Day	8 Christmas Day	8 Christmas Day	Christmas Day	6 Christmas Day
13 New Year's Eve	New Year's Eve	9 New Year's Eve	XXXXXXXXXXXXXX (CE Para's Grandf per list,prorate 1520)	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
14 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	10 Easter Monday (non workday-if school is in session is a workday and not a floating holiday)	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX

**Appendix E-1**

**2020-2021 and 2021-2022  
Health Insurance Contribution-Grades 4, 6, 8 and 10**

Annual Hours Worked	% of Contribution Based On Hours Worked	Single Contribution	Family Contribution
		(Up to Comp Basic Single Premium)	
		<b>\$768.50</b>	<b>\$1,613.69</b>
1,606-1,888	100%	\$768.50	\$1,613.69
1,417-1,605	85%	\$653	\$1,372
1,228-1,416	75%	\$576	\$1,210
945-1,227	65%	\$500	\$1,049
850-944	50%	\$384	\$807

*Note: 2021-2022 District contribution may increase, dependent on rate renewal, not to exceed \$1,677.08 per month*

**2020-2021 and 2021-2022  
Dental Insurance Contribution-Grades 4, 6, 8 and 10**

Annual Hours Worked	% of Contribution Based On Hours Worked	Single Contribution	Family Contribution
		(Up to Comp Basic Single Premium)	
		<b>\$81.00</b>	<b>\$81.00</b>
1,606-1,888	100%	\$81.00	\$81.00
1,417-1,605	85%	\$69	\$69
1,228-1,416	75%	\$61	\$61
945-1,227	65%	\$53	\$53
850-944	50%	\$41	\$41

## Appendix F-1 Severance Rate & 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
Instructional Assistant	Anger	Rachel	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Beissel	Pam	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Berg	Linda	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Butze	Marie	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Cosgrove	Linda	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Gaertner	Lori	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Gronquist	Sarah	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	King	Charlene	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Kleis	Patricia	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Loesch	Shirley	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Mullaney	Donna	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Myrick	Michelle	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Peine	Linda	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Reuter	Kathleen	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Schluessler	Valerie	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Schmitz	Michelle	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Schoenwald	Terri	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Stoneberg	Anne	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Van Der Bosch	Sandra	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Wirth	Cynthia	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Young	Debra	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Zeien	Cindy	6	Yes	\$17.41	No	NA	NA
Student Assistant	Hodorff	Norma	4	Yes	\$14.44	No	NA	NA

**Appendix G**

**GRIEVANCE REPORT FORM**

**Education Minnesota Hastings Educational Support Professionals**

Date Grievance Occurred:

Specific Provisions of Agreement Disputed:

Statement of Facts:

Particular Relief Sought:

\_\_\_\_\_  
Signature of Education Minnesota Hastings  
Educational Support Professionals Representative

Date: \_\_\_\_\_

<b><i>Future Meetings</i></b>			
<b>Date</b>	<b>Time</b>	<b>Description</b>	<b>Location</b>
03/02/2021	6:00 PM	Policy Committee Meeting	Zoom
03/10/2021	6:00 PM	Board Work Session	Zoom
03/16/2021	6:00 PM	Policy Committee Meeting	Zoom
03/24/2021	6:00 PM	Regular Board Meeting	Zoom