

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

Wednesday, February 2, 2022  
Special Meeting of the Hastings School Board  
Middle School Media Center

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- I. **Call Meeting to Order**
  - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda**
  - a. Approval of the meeting minutes from the January 26th, 2022 Regular Board Meeting
- IV. **Individual Action Items**
  - a. Resolution Approving The Teachers Collective Bargaining Agreement For the 2021-22  
And 2022-23 School Years
- V. **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 26th, 2022 at the Hastings Middle School Media Center.

The meeting was called for order by School Board Chairperson Brian Davis at 6:00 PM.

The following board members present: Becky Beissel, Brian Davis, Jessica Dressely, Lisa Hedin, Stephanie Malm, Mike Reis, and Carrie Tate. Superintendent McDowell was also present.

After the Pledge of Allegiance, a motion to remove the temporary pay rate change recommendation for teachers from the consent agenda to an individual action item was made by Brian Davis and seconded by Stephanie Malm. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to remove change orders, bills payable, the Hastings Middle School Privacy improvements project, and the Hastings High School privacy improvements project from the consent agenda to individual action items for further discussion was made by Carrie Tate and seconded by Mike Reis. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the agenda with the indicated changes was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the minutes from the January 8th, 2022 Board Organizational Meeting was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Superintendent McDowell took a moment to recognize the following employees of the semester: Bruce Kummer, Kim Sill, Jessica Pettit, Michaela Larson, Mike Johnson, Mindy Tavernier, and Suzanne Kolpin.

Chairperson Davis took a moment, after recognizing these individuals, to also thank those attending the meeting virtually as well as those attending in person for taking the time to do so.

The first item of discussion was the second reading of policy 613 Graduation Requirements. A motion to move this policy to an action item was made by Lisa Hedin and seconded by Stephanie Malm. The vote was: 7 ayes, 0 nays, motion carried unanimously.

The board then had a discussion about resolutions, rules, and policies and the differences between these items. Mike Reis did bring up concerns regarding a past resolution which the board discussed and Chairperson Davis will follow up on.

The next topic of discussion was about adding two asynchronous learning days to the 2021-2022 school year calendar. A motion to move this item to an action item was made by Stephanie Malm and seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Superintendent McDowell presented his report to the school board. There was information provided regarding the Hastings Public Schools tip line which should be live in the next few weeks and let the public and the Board know how and where to access this information on the district website. He also provided an update regarding the KN95 mask shipments, an update on the quality steering committee, and technology replacement for the 2022-2023 school year. Superintendent McDowell also gave the board a reminder about the beginning of the staffing process as well as the plans for the Hastings High School interim position changes.

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

A motion to approve the consent agenda was made by Becky Beissel and seconded by Stephanie Malm. The vote was: 6 ayes, 1 nay. Those in favor: Becky Beissel, Brian Davis, Jessica Dressely, Lisa Hedin, Stephanie Malm, and Carrie Tate. Those against: Mike Reis. Motion carried.

Board clerk Becky Beissel read the following resolution:

I, Becky Beissel, 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 2021 to December 2021 have been generously donated.

Lisa Hedin duly seconded the motion for the adoption of the foregoing resolution.

Voting in favor of the resolution: Brian Davis, Stephanie Malm, Becky Beissel, Carrie Tate, Mike Reis, Lisa Hedin, and Jessica Dressely.

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

A motion to approve the recommended temporary pay rate change for teachers was made by Lisa Hedin and seconded by Becky Beissel. The vote was: 5 ayes, 1 nay. Those in favor were: Lisa Hedin, Jessica Dressely, Stephanie Malm, Becky Beissel, and Carrie Tate. Those against: Mike Reis. Brian Davis abstained from the vote. Motion carried.

A motion to add an action item to designate the temporary pay rate change for teachers to come out of the sub pay portion of the budget was made by Lisa Hedin and seconded by Becky Beissel. The vote was: 6 ayes, 0 nays. Brian Davis abstained from the vote. Motion carried.

A motion to approve the temporary pay rate change for teachers to come out of the sub pay portion of the budget was made by Lisa Hedin and seconded by Becky Beissel. The vote was: 4 ayes, 2 nays. Those in favor were: Lisa Hedin, Jessica Dressely, Stephanie Malm, and Becky Beissel. Those against: Carrie Tate and Mike Reis. Brian Davis abstained from the vote. Motion carried.

A motion to approve Policy 613 Graduation Requirements was made by Stephanie Malm and seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays. Motion carried unanimously.

A motion to approve the bid-offer for the Hastings Middle School Privacy Improvements Project was made by Lisa Hedin and seconded by Stephanie Malm. The vote was: 6 ayes, 1 nay. Those in favor were: Lisa Hedin, Jessica Dressely, Brian Davis, Stephanie Malm, Becky Beissel, and Carrie Tate. Those against: Mike Reis. Motion carried.

A motion to approve the bid-offer for the Hastings High School Privacy Improvements Project was made by Lisa Hedin and seconded by Becky Beissel. The vote was: 6 ayes, 1 nay. Those in favor were: Lisa Hedin, Jessica Dressely, Brian Davis, Stephanie Malm, Becky Beissel, and Carrie Tate. Those against: Mike Reis. Motion carried.

A motion to approve the payment of the indicated bills payable was made by Becky Beissel and seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays. Motion carried unanimously.

A motion to approve the proposed asynchronous learning days to be added to the 2021-2022 school calendar on February 18th and May 9th was made by Becky Beissel and seconded by Lisa Hedin. The vote was: 6 ayes, 1 nay. Those in favor were: Lisa Hedin, Jessica Dressely, Brian Davis, Stephanie Malm, Becky Beissel, and Carrie Tate. Those against: Mike Reis. Motion carried.

A motion to approve change order 1 for Weber, Inc was made by Becky Beissel and seconded by Lisa Hedin. The vote was: 7 ayes, 0 nays. Motion carried unanimously.

A motion to approve change order 2 for Construction Results Corporation was made by Becky Beissel and seconded by Lisa Hedin. The vote was: 7 ayes, 0 nays. Motion carried unanimously.

A motion to approve change order 1 for Jorgenson Construction, Inc. was made by Becky Beissel and seconded by Lisa Hedin. The vote was: 7 ayes, 0 nays. Motion carried unanimously.

With no further business, a motion to adjourn the meeting was made by Jesica Dressely and seconded by Becky Beissel. The vote was: 7 ayes, 0 nays. Motion carried unanimously. The meeting was adjourned by Chairperson Davis at 8:03 PM.

**RESOLUTION APPROVING TEACHERS COLLECTIVE BARGAINING  
AGREEMENT FOR THE 2021-22 AND 2022-23 SCHOOL YEARS**

WHEREAS, the School Board of Independent School District No. 200 and Education Minnesota-Hastings have negotiated the terms and conditions of employment for teachers in the District for the period of July 1, 2021 through June 30, 2023 (the “Contract”);

WHEREAS, the spouse of Board Chair Brian Davis is a teacher in the District and covered by the terms and conditions of the Contract;

WHEREAS, pursuant to Minnesota Statutes section 471.88, subdivision 21, the Board may contract with teachers where the spouse of a school board member is a teacher and the teacher receives no special monetary or other benefit that is substantially different from the benefits that other teachers receive under the employment contract;

WHEREAS, the spouse of Board Chair Davis has not derived any special monetary or other benefit that is substantially different from the benefits that other teachers receive under the Contract;

WHEREAS, Minnesota Statutes section 471.88, subdivision 21, sets forth procedures to follow when a school board is contracting with a class of employees and a spouse of a school board member is a member of the class of employees;

WHEREAS, there is a question as to whether Minnesota Statutes section 471.88, subdivision 21, applies to the Board’s approval of the Contract as Minnesota Statutes Section 122A.40, subdivision 3, specifically authorizes the employment of a spouse of a board member;

WHEREAS, on November 23, 2021, the full Board unanimously approved the Contract on its consent agenda;

WHEREAS, given the ambiguity created by the different laws, the Board wishes to ratify its actions on November 23, 2021, and confirm its approval of the Contract and is thus taking this action in the event that Minnesota Statutes section 471.88, subdivision 21, applies.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 200, upon a majority vote of the disinterested Board members, as follows:

1. Board Chair Brian Davis is directed to abstain from the approval of the Contract.
2. The Board has determined that the Contract negotiated with Education Minnesota-Hastings and the approval of the same is in the District’s best interests. The Summary of Tentative Agreement Between ED MN Teachers and ISD 200 is set forth in Exhibit 1.
3. The Board hereby approves the Contract, effective November 23, 2021.





## **SUMMARY OF TENTATIVE AGREEMENT BETWEEN ED MN TEACHERS AND ISD 200 1.26.22**

*Please Note: This is a summary of changes and is not all encompassing.*

### **HOUSEKEEPING ITEMS**

- Dates updated or removed when not necessary
- Language re “Superintendent Discretion” removed or changed to Human Resources where appropriate

### **LEAVES OF ABSENCE**

- Bereavement leave language expanded to include aunt and uncle
- Bereavement language revised to remove additional two days and additional five days at Superintendent discretion from sick leave
- Eligibility for payment of unused sick leave days exceeding 144 changed to 142, and the amount paid per day changed from \$110 per day to \$120 per day
- Parental leave language changed from five days, to up to ten days deducted from sick leave
- Discretionary Leave implemented through a Memorandum of Understanding (MOU) effective with the start of the 2022-2023 school year (see attached for detailed information)
- Religious and personal leave language suspended pending implementation of Discretionary Leave
- Allocation of Sick leave revised consistent with Discretionary Leave
- Implementation of an MOU providing the terms of a Sick Leave Bank (see attached)

### **TEACHER RIGHTS**

- Revised Request for Dues Checkoff and related language
- Addition of language providing for President Release time of up to .2 FTE

### **WORK YEAR / PROFESSIONAL LEARNING DAY**

- Basic work year redefined as 184 days of which no less than five will be workshop days and no more than 176 will be student contact days
- Work year for teachers new to the district, starting with the 2022-2023 school year will be 186 days the first year of employment
- Language added to for classroom and special services staff through grade four, providing at least one uninterrupted block of prep time of not less than 30 minutes unless mutually agreed by the principal and teacher

### **CREDITS FOR SALARY SCHEDULE / LANE CHANGES**

- Clarification that course approval forms must be completed and submitted to Human Resources for approval prior to taking the course to be eligible for lane change credit
- Clarification of process for course approval

## **SEVERANCE AND RETIREMENT INSURANCE**

- Language revised to remove irrelevant dates and outdated language
- Grandfathered 403b/457 annual contribution increased from \$600 to \$750
- Sunset language added phasing out District contribution toward retiree insurance for employees hired on or after July 1, 2022
- Offering of a one-time irrevocable election to forfeit retiree benefit and receive a \$600 district contribution to a Health Care Savings Plan (HCSP) at the conclusion of each year, for employees eligible for retiree insurance. Deadline to make this election will be March 15, 2022. More information will be provided on this by mid-December.

## **EARLY CHILDHOOD FAMILY ED (ECFE)/PRESCHOOL**

- New Article added specific to ECFE/Preschool
  - ◇ Clarification regarding continuing contract rights, work calendar, calculation of FTE and prep time, seniority, posting process, and staff reductions and recall

## **TRANSFERS AND POSTING**

- Language added providing a defined process for posting of positions
- Language added regarding the process for spring postings (internal transfer rounds)

## **BENEFITS AND INSURANCE**

- Definitions of eligibility based on FTE rather than hours
- Defined contribution implemented for health insurance; includes a maximum increase of \$15 per month for family insurance coverage for the each of the 2022-2023 and 2023-2024 plan years
- Implementation of a monthly contribution to the VEBA for individuals on the high deductible plan effective July 1, 2022
- Defined contribution implemented for dental insurance
- Clarification of District contribution when spouses employed by the District and on the insurance plan(s)

## **SALARY SCHEDULE AND OTHER PAY RELATED ITEMS**

- Salary Schedule improvements of 2.1% year one and 2.0% year two
- Schedule C (renamed Appendix C) increased by 2.1% year one and 2.0% year two
- Implementation of Appendix B which provides all miscellaneous hourly rates of pay
  - ◇ Hourly compensation all based on hourly rates (not class periods)
  - ◇ Comp time removed
  - ◇ Event workers removed from contract
- Language added to provide for experience in an accredited medical work setting for non-classroom specialized medical related positions when newly hired to the district
- Compensation for an extra class based on the employee's regular rate of pay, on a pro-rata basis
- Changes to options for electing how pay is spread over the year, i.e. will be divided equally in 24 pays, with a lump sum payment on the June 5 payroll, unless election to have pay spread over 24 pays is elected prior to August 1 each year. Note: teachers who previously elected to be paid over 18 pays with the last check issued on May 20 will be grandfathered and allowed to continue.
- Language for coaches and advisors revised to provide payment in a lump sum at the conclusion of the sport/activity unless an election is made prior to the start of the season to have pay pro-rated equally over the pay periods in the season

## **SALARY SCHEDULE AND OTHER PAY RELATED ITEMS (Cont'd)**

- Language regarding payment of Department Leads revised to be based on the total FTE of staff of the department (not class sections)

## **MISC. LANGUAGE CHANGES**

- Definition of unit expanded to include pre-school teachers, Board Certified Behavior Analyst (BCBA), and other positions mutually agreed by the Union and the District
- Definition of “e-learning days” added
- Language added to provide payment of the first three days of a work related injury due a physical assault from a student, when not compensated by the workers compensation carrier
- Addition of language providing reimbursement of up to \$500 for replacement or repair of personal property damaged as a result of a student assault or aggressive behavior
- Revisions to language related to substitute pay and benefits

## **(MOUs) Memorandums of Understanding**

- Elimination of the following MOUs
  - ◇ Behavior Support Committee
  - ◇ Elementary Specialist Prep
  - ◇ Early Childhood Special Ed Stretch Calendar
  - ◇ Reimbursement for Personal Property Damage
  - ◇ Additional Class in Lieu of Prep
  - ◇ Middle School Lunchroom Supervision Pay
  - ◇ Extended Contracts
  - ◇ Early Childhood Classroom Instruction/Prep
  - ◇ Splitting Compensation
  - ◇ Workshop/Staff Development
  - ◇ Specialized Positions
  - ◇ Virtual to In-Person Reassignment Pay
  - ◇ Compensation for Synchronous Class Time Coverage During Distance Learning
  - ◇ Prep Outside of Contract Day
- Continuation or Implementation of the following MOUs
  - ◇ Collapsed Classroom Pay
  - ◇ Tax Deferral of Severance
  - ◇ Eligibility for Coverage for Insurance (grandfathers two staff members impacted by language change for insurance) [NEW]
  - ◇ Sick Leave Bank [NEW]
  - ◇ Discretionary Days [NEW]

## **Memorandum of Understanding - Sick Leave Bank**

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

WHEREAS, the District and the Union mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

WHEREAS, the terms of the Sick Leave Bank were developed collaboratively by District and Union representatives; and

WHEREAS, during the period of this MOU, Article XIII, Section 1, Sick Leave, Subd. 9 of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2021-2023 Master Agreement and continue until the ratification of the 2023-2025 Master Agreement, with the following terms:

### 1. Purpose

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

### 2. Membership

- a. Employees shall be allowed to contribute a maximum of one day of sick leave during each donation period.
- b. Employees are not required to donate to the Sick Leave Bank to be eligible to use days.
- c. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- d. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

### 3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual and other paid leave available to them (e.g. discretionary leave); and
- b. To qualify as a catastrophic accident or illness, for the purposes of this Sick Leave Bank, the employee must:
  - i. Need leave to meet the waiting period for Long Term Disability; or
  - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
  - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or

- iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
- c. Written verification by the attending physician is required.

4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences. If additional days are needed, approval must be mutually agreed to by Human Resources and the Union President.

5. Exclusions

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

6. Part-time Employees

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

7. Administration

- a. An employee must apply for benefits under the Sick Leave Bank by submitting a leave request through the Absent Management (Frontline/AESOP) leave system.
- b. The Sick Leave Bank will be administered by the Human Resources Department.
- c. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for final determination.
- d. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

BY: \_\_\_\_\_

ITS PRESIDENT

## **Memorandum of Understanding - Discretionary Days**

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

WHEREAS, the District and the Union mutually agree that there is benefit in providing staff flexibility to use leave in ways that meet their personal/family needs.

NOW THEREFORE, it is mutually agreed by and between the parties to implement Discretionary Leave effective with the start of the 2022-2023 school year, and continuing until such time as the 2023-2025 Master Agreement is ratified, with the following terms:

1. During the effective period of the MOU, personal leave and religious leave language shall be suspended. At such time as Discretionary Leave is added to the contract, these leave types would be removed from the contract.
2. Teachers will earn 12 sick leave days per year; allocated at the start of the school year.
3. Teachers will be allocated five Discretionary Leave days.
4. Discretionary Leave must be entered into Frontline one week in advance. In emergency situations this timeline may be waived.
5. No more than 5% of a building staff, or two staff, whichever is greater, may use this leave on any given day; this may be waived in emergency situations.
6. Leave days may carry over to a maximum accrual of seven days.
7. Bereavement and Jury Duty Leave would be in addition to Discretionary leave.
8. Discretionary Days may be used adjacent to a holiday or scheduled break one time per year.
9. Discretionary days may not be used during the first ten or last ten student days of the school year, on parent conference days, or on professional development days. Note: In extenuating circumstances, with advanced approval from Human Resources, leave may be granted on the days specified above.
10. Teachers may retain their personal leave until such time as the language in this MOU becomes a permanent part of the contract, or this MOU is discontinued. At such time as the language becomes part of the Master Agreement, teachers will be required to use any remaining personal leave prior to being approved for discretionary leave.
11. Teachers will be required to use accrued comp time prior to submitting discretionary or personal leave.

12. Teachers will have the option to use comp time and personal leave in conjunction with discretionary leave, however, no more than a maximum of seven days combined may be used in a year.
  
13. If Discretionary Leave is fully implemented and becomes a part of the Master Agreement, employees shall have until the end of the 2024-2025 school year to use any remaining personal leave. Any personal leave remaining as of June 30, 2025, shall be paid out to the employee at the sub rate of pay in effect at that time.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

BY: \_\_\_\_\_

ITS PRESIDENT

**INDEPENDENT  
SCHOOL DISTRICT #200**

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# **Master Agreement**



**2021-2022  
2022-2023**

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**Education Minnesota Hastings  
Teachers**

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## **ARTICLE I - PURPOSE**

### **Section 1 - Parties**

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, (hereinafter referred to as the exclusive representative or Association) 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 teachers during the duration of this Agreement.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1 - Recognition**

In accordance with the P.E.L.R.A., the school board recognizes Education Minnesota-Hastings as the exclusive representative of teachers employed by the school board of the District, 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 teachers of the district as defined in Article III, Section 2, of this Agreement.

### **Section 3 - Legal Rights**

Nothing contained in this Agreement shall deny or restrict either the school district or the teacher regarding any rights under existing State and Federal laws or regulations.

## **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. In the case of professional employees, the terms do not mean educational policies of a school district. The terms in both cases are subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.

### **Section 2 - Teachers**

Teacher shall mean any person employed by the District in a position for which licensure is required by the Board of Teaching or the State Board of Education, or in a position of Board Certified Behavior Analyst (BCBA), physical therapist, occupational therapist, Preschool teacher, or other positions as mutually agreed by the District and the Association, but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties, confidential

employees, supervisory employees, daily substitute teachers who do not replace the same teacher for more than 30 working days and such other employees excluded by law.

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

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 State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

## **ARTICLE V - TEACHER RIGHTS**

### **Section 1 - Rights to View**

Pursuant to M.S. 179A.06, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as 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 the P.E.L.R.A, teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the school 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 the 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 - The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the 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.

Subd. 4 - By September 20 of each year, the exclusive representative will notify the business office of the amount of dues to be deducted. Dues will be deducted in 16 equal installments beginning with the first paycheck in October and concluding the last paycheck in May.

## **Section 4 - Personnel Files**

Pursuant to M.S. 122A.40, Subd. 19, as amended, relating to individual teacher records (access and expungement) all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher'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 a teacher's file any material found to be false or substantially inaccurate through the grievance procedure. Whenever any material is to be permanently removed from the personnel file, it shall be forwarded to the teacher. Whenever District 200 initiated materials are placed in a teacher's personnel file, a copy shall be supplied to the teacher.

## **ARTICLE VI - ASSOCIATION RIGHTS**

### **Section 1 - School Buildings 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-working 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-working hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.

### **Section 2 - Information**

The parties agree that the Association shall have access, upon reasonable notice, to appropriate and available information necessary for the Association to exercise its responsibilities as exclusive representative.

### **Section 3 - President Release Time**

Subd. 1 - The President of the Association will be granted Association leave in the form of release time from his/her teaching position. The Association leave shall be up to .2 FTE and must be used for conducting the business of the Association.

Subd. 2 - The Association will reimburse the District for all salary and benefit costs of the Association release time of the Association President. Such reimbursement will be paid on a monthly basis beginning November and continuing through June each year.

Subd. 3 - The District agrees to allow the president to maintain eligibility as a part of the group insurance plan as if they were a 1.0 FTE teacher.

Subd. 4 - The Association will notify the District in writing no later than March 1, as to who the President will be for the following school year, and the amount of Association release time, not to exceed .2 FTE. Upon mutual agreement, this timeline may be waived in extenuating circumstances.

Subd. 5 - The teacher serving as the Association President shall retain rights to his/her position.

### **Section 4 - Association Leave**

At the beginning of the school year, the Association shall be credited with 40 days to be used at the discretion of the Association for the purpose of conducting its duties as exclusive representative. In addition, the Association shall be granted the option of purchasing ten additional days at the current substitute daily rate of pay. The days shall not accumulate from year to year. The Association President shall notify the Superintendent at least five working days before the leave is to be taken. The Superintendent may waive the five day notice. The notification shall include the name(s) of the teachers using leave, the date(s) of the leave and the purpose(s) of the leave(s). No individual teacher shall utilize more than three consecutive

days of Association Leave with the exception of the Association President. Days for which the district receives substitute reimbursement from other entities shall be credited toward the additional ten days included in this section. In no event shall the number of Association Leave days exceed 40 days in a single school year.

## **ARTICLE VII - QUALITY STEERING COMMITTEE**

### **Section 1 - Meet and Confer**

The Association shall have the right to meet and confer with the school district to discuss policies and those matters relating to teachers' employment not included under Section 179A.06, Subd. 19, pursuant to Section 179A.06, Subd. 4 of the P.E.L.R.A. The Quality Steering Committee will be the vehicle through which meet and confer will occur.

### **Section 2 - Quality Steering Committee**

Subd. 1 - Educational matters of the school district not covered by this Agreement may be referred to a special committee of representatives of Ed MN and District administration known as the Quality Steering Committee (QSC).

Subd. 2 - The number of members on the QSC will be mutually agreed to and shall be selected by their respective organizations. When appropriate to address specific issues, visitors to the committee may be invited upon mutual agreement of both teams.

Subd. 3 - Meetings of the QSC will be scheduled at mutually agreed upon dates and times.

Subd. 4 - Agenda items will be submitted to the Union President and/or Superintendent (or designees) who will collaboratively establish the monthly meeting agenda.

## **ARTICLE VIII - LENGTH OF THE SCHOOL YEAR**

### **Section 1 - Official School Calendar**

Subd. 1 - Pursuant to M.S. 120A.40, the school district shall, prior to April 1 of each school year, establish the school calendar for the coming school year. Opportunity shall be afforded to the Association to meet and confer on the matter of calendar prior to its adoption. Upon adoption by the school district, the calendar shall not be altered except after meeting and conferring by the school district and the Association or by Minnesota Statute.

Subd. 2 - Teachers shall perform services on those days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school.

Subd. 3 - The basic school calendar for teachers shall consist of 184 days, of which no less than five will be workshop days, and no more than 176 will be in-person/virtual student learning days.

Subd. 4 - Teachers new to the district will be required to attend two additional workshop days during opening workshop for a total of 186 days. If the district determines it needs additional days beyond the 186 for teachers new to the district the exclusive representative and the

district shall meet and mutually agree as to when such days will occur. Payment of the days beyond 186 will be compensated at the summer curriculum rate of pay.

## **Section 2 - Emergency School Closings - Severe Weather**

Subd. 1 - Teachers shall report for duty on all duty days, and as required on e-learning days, including days when students are excused for emergencies, unless teachers are advised to the contrary. An e-learning day shall be defined as a school day where the District offers full access to online instruction provided by the students' individual teachers.

Subd. 2 - In the event that, pursuant to school district policy, teachers are advised not to report for duty on a normal duty day, the teacher shall perform duties on such day in lieu thereof as the school district or its designated representative shall determine, if any, after meeting and conferring by the school district and the Association.

Subd. 3 - Emergency Calendar Modifications: In the event of an energy shortage, severe weather or other emergency, the school district reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s), in lieu thereof, as the school board or their designated representative shall determine.

Subd. 4 - Meet and Confer: Prior to modifying the scheduled length of the school day pursuant to Subd. 3, hereof, the school district shall afford to the Association the opportunity to meet and confer on such matters.

## **ARTICLE IX - PROFESSIONAL TEACHING DAY**

### **Section 1 - Basic Day**

The basic teacher's day, inclusive of lunch, shall average eight hours, except on Friday when the basic day shall be seven and three-quarters hours, inclusive of lunch.

### **Section 2 - Building Hours**

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

### **Section 3 - Additional Activities**

The professional responsibilities of a teacher may require time outside the basic school day. In order to meet the needs of students, parents, the school district, and the personal and professional needs of educators, flexibility on the part of both parties is necessary and mutually beneficial. If a teacher finds it necessary to be away from their building at the beginning or end of their professional teaching day for up to 30 minutes, they will not be required to request leave, provided the absence does not require substitute coverage and is mutually agreed upon by the principal and the teacher.

## **Section 4 - Duty Free Lunch**

Each elementary teacher shall be provided with a duty free lunch period of at least 30 minutes, except in cases of emergency. Each secondary teacher shall be provided with a duty free lunch period no shorter than the student lunch period. When possible, secondary teachers' lunch period shall be at least 30 minutes.

## **Section 5 - Part-Time Teachers**

Subd. 1 - Elementary and Special Education Teachers: Part-time elementary and special education teachers shall be assigned building hours and student contact time pro rata a full-time teacher.

Subd. 2 - Secondary Teachers: Part-time secondary teachers shall be assigned building hours, class period and supervisory duties pro rata a full-time teacher.

## **Section 6 - Teacher Preparation**

Subd. 1 - Teacher preparation time shall be defined as a block of time during the student contact day for the teacher to prepare for his/her teaching assignments. The teacher shall not be responsible for classroom or building activities during preparation time. Student contact time shall be defined as time for which preparation or supervision is required.

Subd. 2 - Classroom and Special Services teachers through grade four shall have an average of 240 minutes per five day week during the student contact day for the purpose of preparation. (Community-Ed School Readiness/Preschool teachers see Article XX. Scheduled preparation time shall include at least one uninterrupted block of not less than 30 minutes. Preparation time may be less than 30 minutes by mutual agreement of the teacher and the building principal.

Subd. 3 - Secondary teachers shall have an average minimum of 230 minutes of preparation time and a maximum average of 240 minutes duty time per five day week during the student contact day. Scheduled preparation time shall include at least one uninterrupted block of not less than 40 minutes. Preparation time may be less than 40 minutes by mutual agreement of the teacher and the building principal.

Subd. 4 - Subdivisions one through three shall apply except when unique and infrequent learning opportunities (i.e. field trips, special programs, etc.) are scheduled.

# **ARTICLE X - COMPENSATION AND SALARY SCHEDULE**

## **Section 1 - Salary Schedules**

Subd. 1 - The wages and salaries reflected in Appendices A1, A2, B and C, attached hereto, shall be a part of the Agreement.

Subd. 2 – Computation of Daily Pay: For the purposes of this Agreement, a teacher's daily salary is 1/184 amount of base pay. (Total amount received for the year according to the teacher's contracted salary).

Subd. 3 - If negotiations for a successor contract are not completed at the beginning of the school year, no adjustment shall be made in step position on the salary schedules; horizontal lane changes will be granted pursuant to this Agreement.

## **Section 2 - Withholding Step Advancement**

Subd. 1 - The school district shall have the right to withhold increases in the form of increments, lane changes or other increases as provided herein.

Subd. 2 - Advancement on the salary schedule is subject to the right of the school district to withhold salary increases for just cause. A salary increase shall not be withheld unless the teacher is notified of the deficiency, in writing, and given reasonable opportunity to correct such deficiency. An action withholding a salary increase shall be subject to the grievance procedure. Notwithstanding actual years of experience credit, a teacher shall not advance more than one successive step on the salary schedule in any one school year from the step the teacher occupied in the prior school year, except if a teacher has had a step increase withheld for just cause subject to the provisions of this Section and the deficiency is later corrected, such a teacher may be returned to the proper step in a subsequent school year.

## **Section 3 - Individual Contracts**

All teachers are to be issued individual contracts placing them at salary levels pursuant to the terms of this Agreement.

## **Section 4 - Experience Credit**

Subd. 1 - Credit for Outside Experience - New Teachers: A maximum of ten years of experience credit shall be allowed for all newly hired teachers. This includes work experience in an accredited medical work setting with school aged children, or placement by an outside agency in a school setting, for non-classroom specialized medical related positions. With Human Resources approval, up to 15 years will be allowed for difficult to fill specific positions. This experience must have been within the last 19 years in order to apply. All outside teaching experience must have been in a public school.

Subd. 2 - Experience Credit - Full Time Teachers: All teachers, regardless of FTE, shall receive one year of experience if their term of employment is for at least one half of the duty days in the school year.

Subd. 3 - Days counted for purposes of this section shall be limited to regular contract days of the regular school year and shall not include extended time, summer school, extra-curricular, or substitute teaching. A long term substitute continuously employed and obtaining a regular teaching contract in a succeeding school year shall be eligible for experience credit pursuant to this Subd.

Subd. 4 - Any changes or adjustments in this Section shall not be retroactive.

## **Section 5 - Lane Placement**

**Subd. 1** - Grades and Credits: Credits to apply to any lane of the salary schedule beyond the BA degree must be:

- a. Earned at an accredited college or university (on-line learning, see Subd. 9)
- b. College approved graduate credits
- c. Germane to the teacher's present assignment and/or the field of education
- d. Carry a final grade of "B" or higher

**Subd. 2** - Prior Approval: All credits and degree programs, in order to be considered for application on the salary schedule, must be approved by Human Resources, in writing using the District issued Course Approval Form, prior to the taking of the course(s). A Master's Degree Program, which is achieved entirely online, must be approved by Human Resources in advance of registration.

**Subd. 3** - Lane Changes: Individual contracts will be modified to reflect qualified lane changes twice every school year, effective as of the start of the school year, and the start of the second semester. Qualified credits, along with official transcripts, submitted to Human Resources by no later than September 15 shall be retroactive to the beginning of the school year; those submitted by no later than February 1 shall be retroactive to the start of the second semester.

**Subd. 4** - If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript, as long as it is submitted by the required timelines. However, the salary adjustment, retroactive to the start of the semester, shall not be made until the official transcript is received. Credits submitted after an eligibility date, or without required transcripts, even though otherwise qualifying, shall not be considered until the following eligibility date.

**Subd. 5** - Present Lane Placement: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually paid.

**Subd. 6** - National Board Certification: Teachers who provide verification of currently holding National Board for Professional Teaching Standards certification will receive an additional annual salary stipend of \$2,500. Administration of this stipend will be managed similarly to lane changes.

**Subd. 7** - Pre-Approval: Teachers planning to pursue a course of study leading to certification in a High Professional Standards (HPS) area with the intent of qualifying for the HPS stipend may secure prior approval. Securing prior approval is not a requirement, but it is intended as a means to allow both the teacher and the school district to agree as to whether the HPS certification being sought meets all requirements for the HPS stipend. Request for prior approval should be submitted to Human Resources.

Subd. 8 - Definition of High Professional Standards: The District defines high professional standards as successful attainment of one of the following:

- National Board for Professional Teaching Standards (NBPTS) – *Accomplished Teaching*
- National Association of School Psychologist (NASP) - *Nationally Certified School Psychologist (NCSP)*
- American Speech-Language-Hearing Association (ASHA) - *Certificate of Clinical Competence (CCC)*
- State of Minnesota, Board of Social Work - Licensed Independent Clinical Social Worker (LICSW)
- American Physical Therapy Association (APTA) - *Pediatric Specialist Certification (PSC)*
- American Occupational Therapy Association (AOTA) - *Board Certified in Pediatrics (BCP)*.
- National Board for Certification of School Nurses (NCSN)

Subd. 9 - Earnings of Credits: Credits to apply on a lane beyond a degree lane must be earned subsequent to the granting of the degree. No credits will be approved which involve primarily TV viewing, correspondence work or self-study. This limitation shall not exclude the utilization of such materials providing that the primary course work involves direct contact between a faculty person and the teacher.

Subd. 10 - For purposes of Subd. 9, legally handicapped persons may be granted certain exceptions by Human Resources.

Subd. 11 - Credits for Licensure: Credits taken to obtain initial licensure as a teacher will not be given credit on lanes beyond that required to obtain licensure for the position, except for a teacher in a field for which the State Department of Education requires more than a BA/BS degree for initial licensure.

Subd. 12 - Transfers: The rules contained in this Article shall not deprive a teacher from his/her salary schedule placement if he/she is transferred to an assignment when his/her credits would be otherwise inapplicable.

### **Section 6 - Short Term Substitute Teachers**

Subd. 1 - A short term substitute shall be defined as working 31-91 consecutive days in a single school year in the same assignment replacing the same individual teacher.

Subd. 2 - Payment for short terms substitutes shall be based on Step B of the BA lane of Appendices A-1 and A-2.

Subd. 3 - The short term substitute rate of pay will be pro-rated according to the FTE of the assignment.

Subd. 4 - When it is known that the short term substitute assignment will be for 31-91 consecutive days, the rate will start with the first day. When it is unknown and the basic day substitute assignment extends into a short term assignment, the rate will be retroactive.

## **Section 7 - Long Term Substitute Teachers**

Subd. 1 - A long term substitute is defined as an individual substituting for at least one half of the duty days in a single school year in the same assignment replacing the same individual teacher.

Subd. 2 - Long term substitute teachers shall be given a Minnesota Long Term Substitute Contract and shall be employed by written contract in accordance with Section 3, of this Article. They will be placed on the appropriate step and lane of Appendices A-1 and A-2, and receive experience credit as outlined in Section 5 of this Article.

Subd. 3 - When the length of the substitute assignment is unknown and extends into a Long Term Substitute position, as defined in this Subd., the rate will be retroactive.

## **Section 8 - Credit Reimbursement**

Subd. 1 - The purpose of this Section is to provide reimbursement of expenses incurred when earning credits not used for lane changes. Credits must be:

- a. Earned at an accredited college or university
- b. College approved undergraduate or graduate credits
- c. Germane to the teacher's assignment at the time of application
- d. Carry a final grade of "C" or higher
- e. State approved AVTI credits

Subd. 2 - Reimbursement: Reimbursement of expenses for credits earned will be paid by the school district subject to the provisions of this Section. Teachers must provide satisfactory evidence and documentation of expenses incurred in the earning of credits on district provided forms for said reimbursement.

Subd. 3 - Prior Approval: All course work shall be previously approved in writing by the district. If an individual takes a course without advance approval of the district, he/she does so at his/her own risk.

Subd. 4 - Reimbursement Dates: An official transcript or grade report will be satisfactory evidence of completion. Application for reimbursement may be made as soon as a satisfactory report is available. May 1 will be the cutoff date for immediate reimbursement for undergraduate or graduate credits each year. All returning teachers will be paid in September for qualified credits earned after that date.

Subd. 5 - Maximum Reimbursement: In no instance will a teacher, during the duration of his/her employment in the District, be paid more than \$2,500 total under the provisions of this Section. Credits earned under this provision may not be used again for payment of subsequent degree earned or higher lane.

Subd. 6 - Not Retroactive: Changes or adjustments in this Section shall not be retroactive.

## **Section 9 - Part-Time Teachers**

Subd. 1 - Part time teachers who are required to attend special education meetings which include but are not limited to IEP's and ESR's, that take place outside of that teacher's regular duty day, shall be compensated hourly on a pro-rata basis from their current position on the salary schedule.

Subd. 2 - Part time teachers who are required to attend other district meetings which include but are not limited to staff development meetings/trainings, workshop and PLC's, that take place outside of that teacher's regular duty day, shall be compensated hourly at the curriculum rate of pay.

## **Section 10 - Extended Employment**

Subd. 1 - All regular full time teachers shall receive an individual contract for the regular school year as described in this Agreement.

Subd. 2 - Extended time beyond the regular school year shall be assigned by the school district based upon the needs of service. If a teacher is assigned extended time, such assignment shall be by letter of assignment. A teacher shall not be required to accept an extended time assignment. Prior to May 1, the school district will afford the opportunity to the teacher to meet and confer regarding any reduction in extended time from the previous summer.

Subd. 3 - Extended time beyond the regular school year, excluding extra classes offered for credit, paid in accordance with Appendix B, shall be compensated pro rata. Sick leave, personal leave and bereavement leave shall be allowed for teachers on extended time assignment. (Namely: Counselors, instrumental music, vocational and work experience coordinators, librarians and A.V.)

## **ARTICLE XI - EXTRA COMPENSATION**

### **Section 1 - Extra-Curricular Schedules**

Subd. 1 - Extra-curricular activities are not to be construed as part of the continuing contract unless expressly provided as such in the individual contract.

Subd. 2 - Payment for coaches and advisors covered in Appendix C will be paid in a lump sum at the conclusion of the activity, or if designated prior to the start of the activity, pro-rated equally over the pay periods occurring during the season in which the activity occurs. All reports and inventories must be completed satisfactorily to the administration.

Subd. 3 - The school board or its designated representatives may assign the teacher to extra-curricular, co-curricular or other assignments subject to established compensation of such services. An assignment shall not be made without agreement of the teacher except where no qualified teacher is willing to assume the assignment. In such case, the assignment shall be only on a year-to-year basis by letter of assignment until a qualified teacher is available to accept the assignment, and in the event of such assignments the school district shall distribute the activities as equitably as practicable among the staff.

## **Section 2 - Department Head Compensation**

<b><u>FTE</u></b>	<b><u>2021-22</u></b>	<b><u>2022-23</u></b>
1	\$1,567	\$1,599
2-3	\$1,820	\$1,857
4-6	\$2,075	\$2,116
7-9	\$2,329	\$2,375
10-12	\$2,584	\$2,636
13-15	\$2,837	\$2,894
16-18	\$3,093	\$3,154
19+	\$3,347	\$3,414

## **ARTICLE XII - GROUP INSURANCE**

### **Section 1 - Selection of Carrier**

Subd. 1 - The selection of the insurance carrier shall be made by the school district. However, the suggestions and recommendations of the Association will be reviewed by the school district. The level of benefits under the plans shall not be reduced during the duration of this Agreement.

Subd. 2 - Spouse Contribution: Each teacher may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. When both teacher and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for teacher and spouse, when there are additional dependents, will be provided through one family plan. When this is the case, the district will contribute an amount equal to the family premium, not to exceed the total premium for the Comp Basic plan.

### **Section 2 - Full and Part Time Definitions**

Subd. 1 - Full Time Teachers: Teachers regularly employed at least .875 FTE shall be eligible for all group insurance as provided in this Article. Teachers employed after February 1 will only be eligible for benefits specified in Subd. 2, until the first day of work at the start of the next school year, when full benefits will be awarded.

Subd. 2 - Part Time Teachers: Teachers regularly employed at least .5 FTE but less than .875 FTE shall be eligible for health and dental insurance on a pro rata basis, based on their FTE. Teachers shall be eligible for Income Protection and Life Insurance in accordance with Sections 6 and 7 of this Article.

Subd. 3 - Teachers employed less than .5 FTE will not be eligible for benefits provided in this Article.

Subd. 4 - Shared Teaching Positions: Any teacher who requests or accepts placement in a shared teaching position shall be eligible for benefits in accordance with Subdivisions 2 and 3 above.

### **Section 3 - Benefits for Substitute Teachers**

Subd. 1 - Short term substitute teachers are not eligible to participate in health and welfare plans or any other fringe benefits of the school district.

Subd. 2 - Long term substitutes may participate in group insurance programs offered to regularly employed teachers in accordance with Section 2 of this Article.

### **Section 4 - Duration of Insurance Contribution**

Subd. 1 - For all insurance programs provided by this Master Agreement, the School Board will pay the insurance premiums for eligible teachers during each contract year. A teacher is eligible for monthly school district contributions as provided in this Article as long as the teacher is employed by the school district.

Subd. 2 - Coverage will commence September 1 and end on August 31 except that coverage for new teachers shall commence on the first day of actual service.

Subd. 3 - Upon termination of employment, all board participation and contributions shall cease, effective on the last working day. A teacher who has been employed for the full school year shall be entitled to school district contributions for 12 calendar months (September 1 - August 31).

### **Section 5 - Medical-Hospitalization Insurance**

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

#### **Non-High Deductible Plan (Comp Basic):**

Effective July 1, 2021: Up to \$1,867 per month

#### **High Deductible/VEBA Plan:**

Effective July 1, 2021: Up to \$1,667 per month

Subd. 2 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 3 - For each of the 2022-2023 and 2023-2024 plan years (through June 30, 2024), a teacher shall experience an increase in deduction for family insurance of no more than \$15.00 per month.

Subd. 4 - For full-time employees participating in the single high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2021: \$100.00 per month

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

Effective July 1, 2021: \$200.00 per month

Subd. 6 - Effective July 1, 2022, the monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Subd. 7 - Part-time employees eligible for benefits shall receive a total district contribution for single insurance on a pro-rata amount based on their FTE. Such amount will be reduced by \$100 per month, with this amount being contributed to a VEBA account, for those enrolled in the high deductible plan.

Subd. 8 - Part-time employees eligible for benefits shall receive a total district contribution for family insurance on a pro-rata amount based on their FTE. Such amount will be reduced by \$200 per month, with this amount being contributed to a VEBA account, for those enrolled in the high deductible plan.

Subd. 9 - Survivor Benefits: In the event of the death of a teacher receiving dependent coverage, the surviving dependents will be eligible to continue to participate in the group medical-hospitalization insurance plan and the district shall contribute 100% of the premium for 12 months after the death of the teacher. The school district shall notify the surviving dependents of the availability for participation in the group plan. Continuation of coverage provisions cease when a qualified beneficiary receives full coverage under any other group plan, whether or not as an employee.

## **Section 6 - Income Protection Insurance**

Subd. 1 - The school district will contribute the cost of the monthly premium for the income protection plan (as modified effective 9/1/2003 with a cap of \$85,000) for eligible teachers employed in the school district who qualify and are enrolled in the same income protection plan. Medical-hospital insurance benefits shall be retained by teachers who become totally disabled while in the employ of the school district and whose absence has been caused by such disability. Cost to the totally disabled employee shall remain the same as for other active teachers.

Subd. 2 - All insurance benefits for the disabled employee shall cease at the date on which the employee is eligible for Medicare.

## **Section 7 - Life Insurance**

Subd. 1 - The school district shall provide a group term life insurance policy covering eligible teachers in the amount of \$50,000 for each eligible teacher who qualifies for and is enrolled in the life insurance plan.

Subd. 2 - The term life insurance life benefit shall provide the same beneficiary prerogatives, conversion privileges and extended insurance benefits present in the term life contract in force during the terms of the 2001-2003 Master Agreement.

Subd. 3 - The term life insurance accidental death, dismemberment and loss of sight benefit shall be \$50,000 for each eligible teacher who qualifies for and is enrolled in the plan.

### **Section 8 - Dental Insurance**

Subd. 1 - The School District shall provide a monthly contribution toward the premium for dental insurance, including dependent protection, for all full time employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2021: Up to \$138.00 per month

Subd. 2 - When both teacher and spouse are members of the bargaining unit and they elect dependent dental coverage, the full cost of one dependent plan shall be paid by the District.

### **Section 9 - Claims Against the School District**

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

### **Section 10 - IRS 125 Plan**

The school district shall pay the fees and initial cost of maintaining an IRS 125 plan for employees electing to participate in the plan.

## **ARTICLE XIII - LEAVES OF ABSENCE**

### **Section 1 - Sick Leave**

Subd. 1 - For the duration of the 2021-2023 Agreement, and until the 2023-2025 Agreement is ratified, this Subd. shall be replaced by the Discretionary Leave MOU at the end of this Agreement. All full time teachers shall earn 15 days of sick leave per year. The total sick leave to be earned during a service year shall be available to the employee at the beginning of the year, after working a minimum of one day.

Subd. 2 - Unused sick leave days may accumulate with no maximum days. For those who have achieved a 142 sick leave day base or more, \$120 for each of up to eight of the unused sick leave days over 142 will be contributed into the HCSP. If there are any additional unused sick days remaining over the 142, they will be added to the base and not converted into HCSP contributions. Payment into the teacher's HCSP will be made at the end of June.

Subd. 3 - Sick leave with pay shall be allowed by the school district 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. 4 - 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, spouse, sibling, parent, grandparent or step-parent or domestic partner provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.

Subd. 5 - 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. 6 - If the teacher is absent from work, the cost of the medical certificate, not paid by the insurance carrier, shall be borne by the school district, and a teacher shall take such examination from one doctor selected from a list of three doctors furnished by the school district.

Subd. 7 - Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 8 - Upon the teacher's request, a teacher injured on the job and collecting worker's compensation insurance, may supplement worker's compensation with sick leave to an amount sufficient to maintain regular pay, not to exceed their accrued sick leave balance. An employee who is out due to a work related injury resulting from a physical assault by a student, shall be entitled to compensation during the first three days, without use of sick leave, for any time not compensated by the workers compensation carrier. Employee is obligated to inform the business office of amounts received from Worker's Compensation Insurance.

Subd. 9 - For the duration of the 2021-2023 Agreement, and until the 2023-2025 Agreement is ratified, this Subd. shall be replaced by the Sick leave MOU at the end of this Agreement. Each school year, it shall be the option of each bargaining unit member to contribute one accumulated sick leave day to establish and maintain a paid sick leave bank up to 150 days. On or before June 1st, the business office will electronically prompt teachers to indicate whether or not they wish to contribute to the sick leave bank. The paid sick leave bank shall be administered by the President of the Association and the Human Resources. Paid sick leave days shall be available for serious illness or injury of bargaining unit members who have exhausted their accumulated paid sick leave. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long term disability.

Subd. 10 - Sick Leave for Substitutes - A licensed teacher hired to fulfill a short term substitute position of 31–91 consecutive days will earn one day of sick leave per 20 days of the consecutive assignment, not to exceed four days. These days will not carry over from a previous assignment. Long-term substitutes shall be granted pro rata sick leave days.

## **Section 2 - Bereavement Leave**

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

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

### **Section 3 - Military Leave**

Military leave shall be granted by the school district pursuant to applicable State and Federal laws.

### **Section 4 - Sabbatical Leave**

Subd. 1 - A sabbatical leave may be granted to teachers in the school district for the purpose of professional improvement subject to the conditions of this Section and pursuant to M.S. 125.18.

Subd. 2 - Sabbatical leave shall be used for professional study and shall be limited to an individual centering his/her study in his/her area of employment in the school district and shall not be used for retraining in a new area unless at the agreement of the school district.

Subd. 3 - A teacher shall be at least in the seventh year of employment by the District before he/she may request leave.

Subd. 4 - Request for such leave shall be submitted, in writing, to Human Resources by February 15 and the teacher shall be notified of action on his/her request by March 15.

Subd. 5 - The granting of such leave shall be limited to the equivalency of three of the teaching staff.

Subd. 6 - Prior to April 1 of the year of sabbatical leave, the teacher who has been granted such leave shall inform Human Resources of his/her teaching intentions regarding the school year immediately succeeding the year of sabbatical year.

Subd. 7 - While on sabbatical leave, the allowance granted to a faculty member shall be based on one-half of the contract salary for the basic school year described in Article VIII for the school year during which the leave takes place. Should the faculty member be granted an NDEA stipend, or a comparable scholarship grant, and receive a sabbatical leave during the same academic year, the allowance for the sabbatical leave plus the stipend or grant may equal but not exceed the employee's contract salary, the sabbatical allowance shall be reduced so that the combined allowances equal but do not exceed the contract salary for the year. Upon request of the teacher, the district will pay 75% of the teacher's regular salary during the sabbatical year. The year following the sabbatical, 25% of the previous year's salary will be deducted from the teacher's salary to determine the contract salary.

Subd. 8 - A teacher who does not return to teach in the District after the year of sabbatical leave shall be subject to the following terms:

- a. The teacher shall be obligated to refund all money received for the period of the leave. The district may collect on a mutually agreeable basis, but in no case shall more than five years be extended for repayment.

- b. The teacher that received a full year sabbatical leave shall refund the district on the following basis if he/she should leave before the three years of required service have been met.
  - 1. After returning to teach one year in the district, the teacher shall refund 2/3 of the one-half contract salary for the year of the leave.
  - 2. After returning to teach two years, the teacher shall refund 1/3 of the one-half contract salary for the year of the leave.
- c. The teacher that received a semester sabbatical leave shall refund the district on the following basis if he/she should leave before the three semesters of required service have been met.
  - 1. After returning to teach one semester in the district, the teacher shall refund 2/3 of the one-half contract salary for the semester of the leave.
  - 2. After returning to teach two semesters, the teacher shall refund 1/3 of the one-half contract salary for the semester of the leave.
- d. In the event of the death of the teacher, the provisions in items A, B and C herein, shall not apply.

Subd. 9 - A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return pursuant to the sick leave policy. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 10 - A teacher returning from sabbatical leave shall be credited with one year of experience on the salary schedule for the sabbatical year.

Subd. 11 - A teacher on sabbatical leave shall have the premiums of all group insurance granted in this Agreement paid by the school district.

## **Section 5 - Personal Leave**

Subd. 1 - For the duration of the 2021-2023 contract, and until the 2023-2025 is ratified, this Section shall be replaced by the Discretionary Leave MOU at the end of this Agreement.

Subd. 2 - Non-tenured teachers who find it necessary or desirable to be absent from duties on a school day for other types of absence not included in the above, may be granted two days of personal leave per year.

Subd. 3 - Notifications must be made at least one week in advance or as soon as practicable and must be approved by the building principal in order to ensure adequate staffing. A teacher who has completed probation in the school district will be eligible for three days of personal leave per year accumulative to nine days. A teacher eligible for two or more days of personal leave may be granted consecutive days of personal leave with approval by Human Resources.

Subd. 4 - During the first and last two weeks of the student school year, personal leave may be granted by the building principal with approval by Human Resources for necessary absences.

Accumulated personal leave cannot be utilized to extend holidays or breaks in the school calendar except with prior approval of Human Resources.

Subd. 5 - Teachers will be paid once annually at the substitute rate of pay for each day of unused personal leave. The business office will electronically prompt teachers prior to May 1 of each year. The teacher will respond electronically by June 1 to indicate whether or not they wish payment to be made. If a teacher does not communicate their response by June 1, the district will pay the individual for the days accumulated over the maximum. Payment will be made by a supplemental payroll at the end of July.

Subd. 6 – Personal Leave for Long Term Substitutes: In rare cases a licensed teacher hired to fulfill a long term position will be allowed one personal day with the permission of the Superintendent when the teacher is unable to report to their assignment due to circumstances not related to their illness. Permission must be obtained at least two weeks in advance of the absence or as soon as possible.

### **Section 6 - Religious Holidays**

Subd. 1 - For the duration of the 2021-2023 contract, and until the 2023-2025 is ratified, this Section shall be replaced by the Discretionary Leave MOU at the end of this Agreement.

Subd. 2 - A teacher who has exhausted their personal leave/comp time shall be allowed to take up to two days of pay deduct for a religious holiday. If agreeable with the superintendent, the teacher may work on a non-school day and not be forced to take pay deduct.

### **Section 7 - Parental Leave**

Subd. 1 - A teacher shall be afforded a parental leave of absence provided the teacher follows the procedures outlined in this Section.

Subd. 2 - The teacher requesting parental leave shall make the request in writing to the Human Resources on the appropriate forms provided by the District. The request should include the following:

- a. The commencement and return date.
- b. The estimated date of delivery.

Subd. 3 - The pregnant teacher shall notify Human Resources 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 to the School Board for its action. In recommending the date of commencement and duration of the leave, the Human Resources shall review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for the students
- b. Desires of the teacher
- c. Specific employment duties of the teacher involved
- d. The recommendation of the teacher's physician, if any

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

- a. Grant any leave more than 12 months in duration.
- b. Permit the teacher to return for employment prior to the date designated in the request for parental leave except by mutual agreement.

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

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

- a. That the position has not been abolished.
- b. That the teacher 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 teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of times for which the teacher 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 teacher.

Subd. 11 - When the parental leave is not occasioned by pregnancy, teachers may be granted ten days of leave during the first 12 months after the birth of a child or children. The days are to be deducted from their allocated sick leave.

## **Section 8 - Adoption Leave**

Subd. 1 - Adoption leave shall be granted upon the request of a teacher pursuant to applicable provisions of the Parental Leave Section.

Subd. 2 - The District shall grant each teacher up to 30 duty days. These days do not need to be consecutive for the adoption of a child. Adoption leave may include, but is not limited to pre-adoption consultation, legal counsel, legal proceedings and naturalization proceedings.

Subd. 3 - The District shall allow teachers to use any accrued paid sick and personal leave for this leave, the remainder of which shall be unpaid, except as provided under FMLA Leave (Section 8.4.4). This leave may be extended under FMLA Leave and shall count toward a teacher's FMLA Leave Allowance.

## **Section 9 - General Leave**

Subd. 1 - Teachers with a minimum of three years of experience in the school district may apply for an unpaid leave of absence, subject to the provisions of this Section. The granting of such leave shall be at the discretion of the school district.

Subd. 2 - Such leave may be granted by the school district for overseas teaching, Peace Corps, Vista, National Teachers Corps, extended illness of the teacher, extended illness of the teacher's family, adoption, civic activities, alternate employment opportunities, or other reasons accepted by the school district.

Subd. 3 - Short Term General Leave of Absence: Teachers with a minimum of three years of experience in the District shall be eligible for an unpaid short term general leave of absence. The granting of such leave shall be at the discretion of Human Resources and subject to the provisions of this Subd.

- a. Such leave shall be without pay.
- b. Such leave shall be for a minimum of three consecutive school days.
- c. Such leave shall not be used to extend non-school session breaks.
- d. Such leave shall not be used during the first and last two weeks of the student school year.
- e. Requests for short term general leave shall be submitted at least ten school days prior to the date of said leave.
- f. In emergency situations, the superintendent or designee may in his/her discretion make exceptions to provisions b through e above.

## **Section 10 - Medical Leave**

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

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

Subd. 3 - The district reserves the right to require a teacher to take a physical and/or psychological examination by a qualified doctor selected by the district. Said cost to be paid by the district.

## **Section 11 - Jury Duty and Other Legal Commitments**

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

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

### **Section 12 - Exchange Teaching**

Should a teacher be granted an exchange teaching leave in another school district, state, territory, country, upon return from such leave a teacher shall be continued at the same position on the salary schedule as if he/she had taught in the district during such period. Sick leave arrangements, insurance benefits, and related matters shall be subject to the agreement between the teacher and the governing bodies.

### **Section 13 - Insurance Application**

Subd. 1 - A teacher on leave under Section 9 - General Leave of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave.

Subd. 2 - A teacher on leave under Section 7 - Parental Leave, Section 8 - Adoption Leave, and Section 10 - Medical Leave of this Article, is eligible to participate in group insurance as provided in Subd. 1 and the school district will pay the fractional portion of annual insurance contributions, pro-rated based on the number of compensated days.

Subd. 3 - It is the responsibility of the employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district.

### **Section 14 - Accrued Benefits**

A teacher on leave under Section 7 - Parental Leave, Section 8 - Adoption Leave, Section 9 - General Leave, and Section 10 - Medical Leave, of this Article, shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which the teacher had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under these Sections.

### **Section 15 - Seniority**

For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

### **Section 16 - Eligibility**

Leave benefits provided in Section 1 - Sick Leave, Section 2 - Bereavement Leave, Section 5 - Personal Leave, and Section 9 - General Leave, shall apply to teachers regularly employed at least 14 hours per week, but shall not apply to part-time teachers employed less than 14 hours per week. Part-time teachers employed at least 14 hours per week shall accrue and accumulate sick leave in amounts proportional to their work day.

## **Section 17 - Teachers Who Terminate Employment**

Whenever a teacher terminates employment or is granted a board approved leave of absence, said teacher's final check will be withheld until said employee has exercised or denied his/her right to participate in self-paid fringe benefits per the terms of this contract and Minnesota Statutes regarding medical-hospital insurance.

## **ARTICLE XIV - TEACHER EVALUATION AND DISCIPLINE**

### **Section 1 - Evaluation**

Evaluations shall be made by the building principal or other qualified person of all teachers in the building. Classroom observations shall be made in person. All classroom observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. The performance of all teachers shall be evaluated in writing. In addition to the classrooms, the principal has the responsibility for evaluation the total school performance of the teacher.

### **Section 2 - Copies**

Two copies of the written evaluation shall be submitted to the teacher at the time of mandatory personal conference, which shall be held within ten days after the classroom observation. One copy is to be signed and returned to the administration, the other to be retained by the teacher.

### **Section 3 - Suspension Without Pay**

With just cause, the District, via its designee, may suspend a teacher without pay. If the school district contemplates suspension without pay, the teacher's immediate supervisor and Human Resources will meet with the teacher and his or her representative to review the circumstances. If upon review, it is the district's decision to suspend the teacher without pay, the teacher will be notified, in writing, as to the reason for the suspension and the duration of the suspension without pay. In this notice, the district will include a specific statement as to what modifications or changes in behavior and performance are expected on the part of the teacher to correct the deficiency. Any time a suspension is involved, the issue may be submitted to the grievance procedure. Since Human Resources and the teacher's immediate supervisor have already conferred with the teacher and his or her representative as to the reasons for the suspension, the primary grievance steps will be suspended and the matter will go directly to arbitration under the district's master agreement grievance procedure.

### **Section 4 - Objections**

In the event that the teacher feels an evaluation was incomplete or unjust, the teacher may put objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

# **ARTICLE XV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY**

## **Section 1 - Unrequested Leave of Absence**

Subd. 1 - The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd. 2 - Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1- licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd. 3 - Exceptions for licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only an out of field permission, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in the placement of unrequested leave of absence of another teacher who also holds a provisional license in the same field.

## **Section 2 - Notice to Teachers**

Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a. states the applicable grounds for the proposed placement;
- b. provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c. provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

## **Section 3 - Right to a Hearing and Decision**

If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement. If a request for a hearing officer does not specify that the hearing be before a hearing officer, it is considered to be a request for a hearing before the school board.

## **Section 4 - Final Board Action**

Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as

required above and acquiescence, or notice to the teacher as required above and the hearing officer decision.

### **Section 5 - Reinstatement**

A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

### **Section 6 - Vacancies and Notification**

No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

### **Section 7 - Seniority**

Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license.

### **Section 8 - Ties in Seniority**

In the event two or more teachers commenced employment with the district on the same date and there exist ties in seniority, such ties shall be broken as follows:

Subd. 1 - Those teachers who have the greatest number of years of employment as a teacher in a state approved education institution shall have greater seniority. Years of employment shall include the following leaves of absence: Parental Leave, Adoption Leave, Sabbatical Leave, Military Leave and Medical Leave. General Leave and Mobility Leave shall not be counted as years of employment for the purposes of this Subd.

Subd. 2 - Should ties still exist, those teachers who have greater advanced lane placement on the salary schedule as of February 1 shall have greater seniority.

Subd. 3 - Should ties still exist, any remaining ties shall be broken at the discretion of the school district based on teaching performance and other relevant criteria.

## **Section 9 - Benefits While on Leave**

Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

## **Section 10 - Employment Rights During Leave**

A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

## **Section 11 - Continuing Contract Rights and Service Credits**

The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

## **Section 12 - Unemployment Benefits While on ULA**

Nothing in this Article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

## **Section 13 - Termination**

The same provisions applicable to termination of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions five and seven must apply to placement on unrequested leave of absence.

## **Section 14 - Filing Licenses and Preparation of Seniority Lists**

Subd.1 - Filing of licenses and Certificates: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses and certificates actually received by the Human Resource department as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2 - Preparation and posting of seniority and licensure lists: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Subd. 3 - Request for change: A teacher who disputes their standing in the list promulgated by the school district may process a grievance pursuant to the grievance procedure.

Subd. 4 - Final list: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District.

### **Section 15 - Vacancies and Posting Process:**

Subd. 1 - Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three weekdays.

Subd. 2 - Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 3 - Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 4 - Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

- a. Make written application prior to the expiration date of the notice, and;
- b. Possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 5 - Summer posting rules: During the summer, the District shall send a copy of the posting to the Union and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15 for at least five days after the posting has been made. After July 15, vacancies must be posted for at least three days before being filled.

Subd. 6 - Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

## **ARTICLE XVI - TEACHER TRANSFERS**

### **Section 1 - Vacancies**

A vacancy shall be defined as any teacher position as defined in Article III, Section 2, for which a certificated/licensed person currently on the staff or returning from leave has not been placed pursuant to the provisions of this Master Agreement.

### **Section 2 - Postings**

Subd. 1 - Where a vacancy of .4 FTE or greater exists, Human Resources shall prepare a written notice of such vacancy. Such notices shall be posted on the District web site.

Subd. 2 - No vacancy shall be filled until notice of such vacancies have been posted for at least three working days, except by mutual agreement of the District and the Association.

Subd. 3 - When vacancies occur after the first student contact day, it may be difficult or undesirable to fill them from within the district. Such a vacancy may be filled on a temporary basis until the end of the school year at which time the position will be considered vacant.

Subd. 4 - Each spring, the District will do a spring posting process, consisting of two rounds of internal posting, for all vacant positions for the next school year. In determining positions to be posted, the District shall ascertain the status of all teachers for the next school year, including teachers on leaves of absence, and those intended to retire and/or resign. A first round of postings will be completed and any positions remaining open, or that become vacant as a result of the first round of posting, shall be posted in the second round. After the spring posting process is complete, the District will post positions individually in accordance with Subd. 2.

### **Section 3 - Transfer**

Subd. 1 - A teacher may make a request for a transfer to a different assignment. The request shall be in writing and shall be directed to Human Resources on forms furnished by the school district. A request for transfer shall be affected as approved by Human Resources and the receiving building administrator.

Subd. 2 - In the event tenured teachers are displaced or a vacancy occurs, a teacher may complete a Teacher Placement Request Form (See Attachment A). The form gives the teacher an opportunity to state their first two position preferences from the vacancies occurring in other buildings for which the teacher is certified. An administrative decision will be made based on the following criteria:

- a. Years of experience
- b. Grade level/subject previously taught
- c. The formation of a well-balanced grade level/subject team taking into account:
  1. Area of interest in various subjects (at elementary level) to provide a well-rounded team.
  2. Varied interest would also provide an opportunity for team teaching if the team was interested in doing so.

Subd. 3 - Within building transfers occur under the approval of the building principal and before a position is posted.

Subd. 4 - After a position is posted, all presently employed and qualified teachers (or those coming back from a leave) who are interested will be granted an informal interview. (An exception is a candidate who has already interviewed for a position in that building.) The principal will inform such candidates if they will not be interviewed for that reason.

Subd. 5 - In every case, the decision will be based on the particular requirements, program needs and overall idiosyncratic initiatives particular to that building. In other words, the persons selected will be the best "fit" for that building.

Subd. 6 - If a teacher is not granted a transfer, the building administrator will meet with the teacher to inform the teacher of the rationale for the decision. The rationale will also be

presented to the teacher in writing.

#### **Section 4 - Involuntary Transfer**

Should any involuntary transfer become necessary, the school district shall meet with the teacher involved, prior to said transfer. Nothing herein shall be construed to alter the school district's prerogative to make staffing decisions and if the teacher is not available to respond to the transfer notice within a reasonable time, the school district may proceed to make such transfer without further notice.

### **ARTICLE XVII - SEVERANCE PAY**

#### **Section 1 - Application of Article**

This Article shall apply to teachers whose service has been at least half time.

#### **Section 2 - Severance Pay**

##### **Subd. 1 - Eligibility**

Subd. 1a - Regularly employed teachers who were hired on or before January 1, 2000, shall be eligible for severance if they meet the requirements of 1b OR 1C below. Only those individuals listed in attached Appendix D are eligible for severance.

Subd. 1b - Regularly employed teachers with not less than 15 years of teaching service in the District who are at least 55 years of age and have submitted a written resignation that has been accepted by the School Board, shall be eligible for severance pay pursuant to the provisions of this Article.

Subd. 1c - Regularly employed teachers with not less than 30 years of teaching service, 15 of which must be in the District and have submitted a written resignation that has been accepted by the School Board, shall be eligible for severance pay pursuant to the provisions of this Article.

##### **Subd. 2 - Payment**

Subd. 2a - Severance pay shall be paid by the school district in equal annual installments over two years from the effective date of resignation. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place. (For Health Care Savings Plan see the Memorandum of Understanding).

Subd. 2b - Pursuant to this Section, the district will accept resignations (for the purpose of severance pay) during the school year provided the teacher gives a written notice 90 days prior to the date of resignation.

Subd. 2c - Eligible teachers shall receive as severance payment an amount representing 60 days' pay.

Subd. 2d - In addition to the severance amount provided in Subd. 2c, a teacher shall be eligible to receive an additional amount obtained by adding the teacher's unused number of

sick leave days, but in any event not to exceed 124 days' pay. In circumstances when a teacher falls short of the 124 days, the Superintendent may grant additional days to reach the required number of days.

Subd. 2e - In applying these provisions, the severance payment will be the teacher's daily rate of pay times the percent of full-time equivalency per year and/ or days employed at the time of retirement. In the case of a part-time teacher a pro-ration shall be applied. The pro-ration will be the average full time equivalency, during the last five years of employment and/or days employed, times the daily rate of pay at the time of retirement. The severance payment will not include any additional compensation for extra-curricular activities, extended employment or other compensation.

Subd. 2f - The amount of severance payment will not exceed the maximum cell value in each individual's respective lane placement of the 2008-2009 salary schedule.

BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
\$50,511	\$57,790	\$60,474	\$64,002	\$68,721	\$69,392	\$70,691	\$71,697	\$73,818

Subd. 2g - Severance pay may not be granted to any teacher whose employment has been terminated by the school district.

Subd. 2h - In the event of the death of a teacher who is eligible for severance pay under the provisions of Article XVII, Section 2, Subd. 1b or 1c, the spouse of the teacher 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.

### **Section 3 - Insurance**

#### **Subd. 1** - Eligibility for District Contribution to Retiree Insurance

Subd. 1a - Regularly employed teachers, shall be eligible for medical-hospital insurance benefits in this Section, provided that they meet the requirements of Subd. 1b below and were enrolled in coverage immediately preceding their retirement.

Subd. 1b - Regularly employed teachers with at least 15 years of teaching service in the District 200 who are at 55 years of age and have submitted a written resignation that has been accepted by the School Board shall be eligible for medical-hospital insurance benefits pursuant to the provisions of this Section.

Subd. 1c - Teachers hired on or after July 1, 2022, shall not be eligible for a District contribution toward retiree insurance as provided in this Section. Teachers eligible for insurance shall receive a district contribution of \$600 to be deposited into the District designated Health Care Savings Plan (HCSP) at the conclusion of each school year, and no later than June 30. Such contribution shall be pro-rated based on FTE for part time employees.

Subd. 1d - All employees eligible for a district contribution toward retiree insurance shall be provided an opportunity to make a one-time irrevocable election to forfeit the retiree benefit provided in Article XV, Section 3, Subd, 2b and receive a district contribution to the HCSP

in accordance with Subd. 1c. The one-time irrevocable election must be made by no later than March 15, 2022.

### Subd. 2 - Participation

Subd. 2a - Teachers who meet age and service requirements to be eligible to participate in an annuity shall be eligible to continue participation in the school district group medical-hospitalization insurance plan indefinitely if permitted by the terms of the policy with the insurance carrier. Except as otherwise provided in Subd. 2b hereof, the teacher shall pay the entire premium for such coverage.

Subd. 2b - A teacher meeting the requirements of Subd. 1 (a and b) shall receive a lump sum dollar amount that will be placed into the teacher's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by taking the single premium insurance cost of the non-high deductible plan for the last year in which the individual taught, multiplied by a maximum of eight years, or the number of years remaining until the individual reaches the age of 65, whichever is less.

Subd 2c - In the event of the death of a teacher whose retirement has been accepted by the Board of Education and who is eligible to receive the insurance benefit as stated in Subd. 2b the spouse and/or dependents of the teacher shall be eligible for the insurance benefit. Only the insurance benefit that would have been paid to the teacher shall be available for the spouse and/or the dependents.

### Subd. 3 - Primary Coverage

If a teacher who leaves employment with an employer other than the school district and said retiree is covered by a medical-hospitalization insurance plan or HMO, such coverage shall be considered primary.

## **Section 4 - Matching Contributions Plan (403b/457)**

Subd. 1 - Eligibility: Teachers who are regularly employed with the school district shall be eligible to participate in a 403b/457 matching contribution plan pursuant to M.S. 356.24.

### Subd. 2 - Contributions

Subd. 2a - The district will match eligible annual teacher contributions based on the completion of the following years of teaching experience in the District. Years of service shall be defined as complete school years and shall not count or combine any partial years of employment.

<u>Years of Service Completed In District 200</u>	<u>Maximum Amount per Year of Match</u>
0 – 2 (Eligible beginning year 0)	\$600
3 – 7 (Eligible beginning year 4)	\$1,100
8 – 12 (Eligible beginning year 9)	\$1,600
13 - 17 (Eligible beginning year 14)	\$2,100
18 + (Eligible beginning year 19)	\$2,600

Subd. 2b - The maximum matching career contribution by the District shall be \$35,000.

Subd. 2c - The School District Business Office will annually provide a report to teachers which details the lifetime contributions to date for each teacher.

Subd. 3 - Participation

Subd. 3a - A salary reduction authorization agreement stating "Matching Contribution" must be completed by the eligible teacher by August 1 preceding the school year during which the teachers wishes to participate in the 403b/457 matching contribution plan.

Subd. 3b - Teachers on unpaid leaves may not participate in the matching program while on leave.

Subd. 3c - Teachers hired before January 1, 2000, who are covered under the severance pay language of Section 2, Subd. 1, of this Article may participate in the 403b/457 matching contribution plan. HOWEVER, if a teacher chooses to participate in the 403b/457 matching contribution plan, all severance payments as defined in Section 2 and Section 5 of this Article will be forfeited.

**Section 5 - Matching Contributions (Grandfathered) Plan (403b/457)**

Subd. 1 - Eligibility: Teachers hired prior to January 1, 2000, who are regularly employed with the school district, qualify for severance under Section 2 and do not qualify for a matching contribution under Section 4 qualify for the matching contribution in this Section. Appendix D lists those who qualify for this contribution.

Subd. 2 - Contribution: The District will match eligible annual teacher contributions up to \$750 per year.

Subd. 3 - Retirement Consideration: The district will pay \$2,500 to all teachers who are listed in Appendix D upon retirement. That contribution will be appropriated according to the MOU on Health Savings Accounts and Tax Deferment effective in the year of the individual's retirement.

Subd. 4 - Participation

Subd. 4a - A salary reduction authorization agreement stating "Matching Contribution" must be completed by the eligible teacher by August 1 preceding the school year during which the teacher wishes to participate in the 403b/457 matching contribution (grandfathered) plan.

Subd. 4b - Teachers on unpaid leaves may not participate in the matching program while on leave.

**ARTICLE XVIII – TEACHER SUPPORT / MENTORSHIP**

**Section 1 - Mentorship of Teacher for Hastings Public Schools**

Subd. 1 - Teachers in their first year of teaching in the Hastings School District, who have fewer than five years of teaching experience, are required to participate in all Hastings

Mentorship Program (HMP) activities and will follow expectations as established by the HMP Committee and outlined in the HMP Handbook.

Subd. 2 - Mentor teachers will follow expectations and be compensated as established by the HMP Committee and outlined in the HMP Handbook.

Subd. 3 - All teachers in their first year of teaching in the Hastings School District, who have fewer than five years of prior teaching experience, are required to attend all Teacher Support Network (TSN) activities.

## **Section 2 - Attendance**

With the understanding that, at times, a teacher may not be able to attend a meeting of the Hastings Mentorship Program (HMP) or the Teacher Support Network (TSN), the Hastings School District and Education Minnesota-Hastings agree to the following:

- a. Upon mutual agreement between the Hastings School District and Education Minnesota-Hastings, teachers shall be excused from attendance at meetings of the HMP and TSN
- b. Teachers shall be held harmless insofar as any provision by the collective bargaining agreement

# **ARTICLE XIX - MISCELLANEOUS**

## **Section 1 - Damage to Personal Property**

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

## **Section 2 - Signed Copies**

There shall be four signed copies of the final Agreement for the purpose of record: one retained by the board, two by the Association and one by Human Resources.

## **Section 3 - Teacher Licensure**

Teachers are obligated to retain licensure in their areas of current assignment.

## **Section 4 - Individual Contract**

Individual contracts shall be consistent with the terms of this Agreement and in form as provided in Appendices E-1, E-2, and E-3.

## **Section 5 - Method of Payment**

Subd. 1 – Teachers will have the opportunity to select from one of the pay options listed below. Pay dates will be on the 5<sup>th</sup> and 20<sup>th</sup> of each month.

Subd. 2 - The annual salary of a teacher, as identified by the salary schedule, shall be divided into 24 equal units from September 5 through August 20.

Subd. 3 - Teachers shall have the option of having their annual salary, as identified by the salary schedule, divided into 24 equal units, with the balance, equivalent to six checks, issued on June 5. Such election shall be made on a form provided by the school district by no later than August 1 of any year.

Subd. 4 - Only teachers who had elected, during the 2020-2021 school year, to have their annual pay spread over 18 pay periods, with the last check issued on May 20, will be eligible to continue this option. If such teachers make a change in their election, they will be required to elect from the options provided in Subd. 2 or 3 and may not revert back. Teachers who had not previously made this election will not be allowed to do so.

Subd. 5 - A teacher's election shall remain in effect from year to year unless the teacher provides the school district with written notice providing a different pay option no later than August 1 of any year.

## **Section 6 - Mileage Allowance**

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

## **Section 7 - New Positions**

In the event the school district creates a new position covered by this Agreement and which position is not covered by the present pay structure provided in this Agreement, the Association shall have the right to meet and negotiate pursuant to the P.E.L.R.A. on the compensation for such a position.

## **Section 8 - Grievance**

The parties have failed to reach agreement on a grievance procedure and acknowledge that both parties are subject to the grievance procedure promulgated by the Director of the Bureau of Mediation Services. Grievances must be filed on the form provided as Attachment F and such forms shall be supplied by the school district. The district shall provide a copy of the grievance procedure to each teacher covered by this Agreement. Should the Director of the Bureau of Mediation Services promulgate a revised procedure, the district shall provide copies of the new procedure.

## **Section 9 - Deductions for Federal Political Action Committee**

Upon receipt of a properly executed authorization card of the member involved, the school district will deduct from the member's paycheck the amount the member has agreed to contribute to the NEA Fund for Children and Public Education political action committee. The

school district is responsible to transmit contributions along with a roster of contributors on a monthly basis to the NEA political action committee.

### **Section 10 - Copies of the Agreement**

The school district shall:

- a. Provide one copy to each teacher offered a contract for employment in the district
- b. Send an electronic copy to the Ed MN President
- c. Post the contract on the District's webpage

### **Section 11 - Education Service Commitment**

Teachers at the sole and irreversible discretion of the school district may be granted a leave of absence with pay for educational service commitments. Serving on task forces, accreditation evaluation and study commissions are examples for which the school district may grant leaves under this Section. If a stipend (in addition to expenses reimbursement) is paid to a teacher during such leave, it shall be paid to the school district.

## **ARTICLE XX - PRESCHOOL AND EARLY CHILDHOOD FAMILY ED TEACHERS**

### **Section 1 - Preschool and ECFE Teachers**

Subd. 1 - Preschool and ECFE teachers shall not be considered continuing contract, however, they will be covered by the terms of the Master Agreement to the extent provided in this Article.

Subd. 2 - The following Articles shall apply to Preschool and ECFE teachers who are included in the bargaining unit.

Article I:	Purpose
Article II:	Recognition of Exclusive Representative
Article III:	Definitions
Article IV:	School Board Rights
Article V:	Teacher Rights (except Section 4)
Article VIII:	Length of School Year (except Section 1 – Official School Calendar)
Article IX:	Professional Teaching Duty Day (except Section 1 – Basic Day, Section 5 – Part-Time Teachers (see Subd. 6 below), and Section 6 - Teacher Preparation (see Subd. 4 below)
Article X:	Compensation and Salary Schedule (except Section 8 - Credit Reimbursement, Section 9 - Computation of Daily Rate, Section 10 - Part-Time Teachers, and Section 11 - Extended Employment)
Article XI:	Extra Compensation (Except Section 2 - Department Heads)
Article XII:	Group Insurance
Article XIII:	Leaves of Absence
Article XIV:	Teacher Evaluation
Article XVII:	Severance Pay
Article XVIII:	Teacher Support / Mentorship
Article XIX:	Miscellaneous (except Section 4 - Individual Contract)
Article XXI:	Duration
Appendices:	A1, A2, B, C, D, and F

Subd. 3 - Teacher Duty Days: Consistent with Subd. 2, above, the parties agree that the limitation of contract terms of duty days, hours, normal school calendar, etc., do not apply to preschool and ECFE teachers. The parties further acknowledge that preschool and ECFE programs will be conducted on a calendar necessarily different from that of K-12 teaching staff. A preschool or ECFE teacher's work year shall be determined on a year to year basis, as determined by the actual preschool or ECFE calendar.

Subd. 4 - Preparation Time: Preparation time shall be provided on a pro-rata basis of that of a full time elementary teacher who receives an average of 240 minutes per five day week. Such time shall not be required to be provided during the student contact day.

Subd. 5 - Calculation of Full Time Equivalency (FTE): Preschool and ECFE teachers' FTE shall be calculated on a pro-rata basis of a full time classroom teacher's FTE at 1472 hours per year, in accordance with Articles VIII and IX.

Subd. 6 - Part Time Teachers: Preschool and ECFE teachers who are required to attend district meetings which include but are not limited to IEP's, staff development meetings/trainings, workshops, and PLC's that take place outside of their regular day shall be compensated on a pro-rata basis at their regular salary.

Subd. 7 - Leaves: Preschool and ECFE teachers shall be eligible for leave in accordance with Article IX, Leaves of Absence, on a pro-rata basis, based on number of hours and work days per year as compared to a full time teacher.

Subd. 8 - Seniority for Preschool Teachers: Seniority commences on the date on which a teacher is most recently hired as a preschool teacher. A separate seniority list will be maintained for preschool teachers. Preschool teachers shall not accumulate seniority on the K-12 teachers' seniority list or the ECFE seniority list. Preschool teachers may only exercise seniority rights within the preschool seniority list; they may not displace a K-12 or ECFE teacher or claim a vacant K-12 or ECFE position. Such list shall be posted by January 15 of each school year. Preschool teachers shall have 15 working days to dispute their standing, after which the list shall be final.

Subd. 9 - Seniority for ECFE Teachers: Seniority commences on the date on which a teacher is most recently hired as an ECFE teacher. A separate seniority list will be maintained for ECFE teachers. ECFE teachers shall not accumulate seniority on the K-12 teachers' seniority list or the Preschool seniority list. ECFE teachers may only exercise seniority rights within the ECFE seniority list; they may not displace a K-12 or Preschool teacher or claim a vacant K-12 or Preschool position. Such list shall be posted by January 15 of each school year. ECFE teachers shall have 15 working days to dispute their standing, after which the list shall be final.

Subd. 10 - Internal Posting Process: Preschool and ECFE teachers may apply for internal transfer to K-12 positions that are posted, however, they may not grieve decisions made related to such transfer requests. A Preschool or ECFE teacher obtaining a K-12 position through a transfer request process shall be moved to the K-12 seniority list and maintain the seniority date held when they were under the Preschool or ECFE seniority list.

Subd. 11 - Staff Reductions and Recall: When the District concludes that it is necessary to reduce the number of Preschool or ECFE teachers, the release shall be in seniority order based on the particular teacher's applicable seniority list, unless the District can show program

justification for departing from strict seniority. Recall shall normally be in seniority order based on the particular teacher's applicable seniority list. Preschool and ECFE teachers with the greatest seniority shall be recalled first from the release list, unless the District can show justification for departing from strict seniority.

Subd. 12 - Personnel Files: All evaluations and files relating to individual preschool or ECFE teacher 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, provide 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.

## **ARTICLE XXI - DURATION**

### **Section 1 - Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period from July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

### **Section 2 - Effect**

This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

### **Section 3 - Finality**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement.

### **Section 4 - Severability**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of February 2022.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

BY: \_\_\_\_\_  
ITS PRESIDENT

BY: \_\_\_\_\_  
CHIEF BOARD NEGOTIATOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
SCHOOL BOARD CHAIR

DATE: \_\_\_\_\_

## Appendix A1 - 2021-2022 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
1 <b>B</b>	43,370	43,980	44,587	45,109	47,139	47,702	48,385	49,082	49,788
2 <b>C</b>	44,414	45,168	46,328	46,908	49,228	49,732	50,447	51,175	51,913
3 <b>D</b>	45,980	46,792	47,950	48,589	51,372	51,856	52,603	53,362	54,131
4 <b>E</b>	47,719	48,299	49,575	50,387	53,519	54,073	54,853	55,645	56,451
5 <b>F</b>	49,344	50,156	51,430	52,474	55,838	56,389	57,205	58,032	58,873
6 <b>G</b>	50,956	51,689	53,049	54,515	58,343	59,189	60,045	60,915	61,800
7 <b>H</b>	52,789	53,634	54,962	56,851	61,244	62,130	63,033	63,949	64,877
8 <b>I</b>	54,694	55,483	56,949	59,292	64,293	65,228	66,176	67,140	68,115
9 <b>J</b>	56,010	57,488	59,007	61,839	67,502	68,483	69,481	70,493	71,519
10 <b>K</b>	57,363	59,569	61,143	64,082	70,413	71,439	72,483	73,539	74,612
11 <b>M</b>	59,032	61,308	64,138	67,225	73,876	74,954	76,047	77,158	78,285
12 <b>N</b>	59,888	62,197	65,069	68,203	74,954	76,047	77,158	78,285	79,431
13 <b>O</b>	60,755	63,100	66,016	69,195	76,047	77,158	78,285	79,431	80,592

### Longevity

14 <b>o-1</b>	-	-	-	69,195	76,047	77,158	78,285	79,431	80,592
15 <b>o-2</b>	-	-	-	69,195	76,047	77,158	78,285	79,431	80,592
16 <b>o-4</b>	-	-	-	69,195	76,047	77,158	78,285	79,431	80,592
17 <b>P-L</b>	-	-	-	<b>71,837</b>	<b>78,424</b>	<b>79,521</b>	<b>80,869</b>	<b>82,118</b>	<b>83,770</b>
18 <b>p-1</b>	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
19 <b>p-2</b>	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
20 <b>p-3</b>	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
21 <b>Q-L</b>	-	-	-	<b>77,122</b>	<b>83,175</b>	<b>84,243</b>	<b>86,039</b>	<b>87,496</b>	<b>90,130</b>

## Appendix A2 - 2022-2023 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
1 <b>B</b>	44,237	44,859	45,479	46,011	48,081	48,656	49,353	50,063	50,784
2 <b>C</b>	45,302	46,071	47,254	47,846	50,212	50,727	51,456	52,198	52,951
3 <b>D</b>	46,899	47,728	48,909	49,561	52,399	52,893	53,655	54,429	55,214
4 <b>E</b>	48,674	49,265	50,566	51,395	54,589	55,155	55,950	56,757	57,580
5 <b>F</b>	50,331	51,159	52,458	53,524	56,955	57,517	58,349	59,192	60,050
6 <b>G</b>	51,975	52,723	54,110	55,606	59,510	60,373	61,246	62,133	63,036
7 <b>H</b>	53,845	54,707	56,062	57,988	62,469	63,372	64,294	65,228	66,175
8 <b>I</b>	55,788	56,593	58,088	60,477	65,579	66,532	67,500	68,483	69,477
9 <b>J</b>	57,130	58,638	60,187	63,076	68,852	69,852	70,871	71,903	72,949
10 <b>K</b>	58,510	60,761	62,365	65,364	71,822	72,868	73,932	75,009	76,104
11 <b>M</b>	60,213	62,534	65,421	68,569	75,354	76,453	77,568	78,701	79,851
12 <b>N</b>	61,086	63,441	66,371	69,567	76,453	77,568	78,701	79,851	81,019
13 <b>O</b>	61,970	64,362	67,336	70,579	77,568	78,701	79,851	81,019	82,203

### Longevity

14 <b>o-1</b>	-	-	-	70,579	77,568	78,701	79,851	81,019	82,203
15 <b>o-2</b>	-	-	-	70,579	77,568	78,701	79,851	81,019	82,203
16 <b>o-4</b>	-	-	-	70,579	77,568	78,701	79,851	81,019	82,203
17 <b>P-L</b>	-	-	-	<b>73,273</b>	<b>79,993</b>	<b>81,111</b>	<b>82,487</b>	<b>83,760</b>	<b>85,445</b>
18 <b>p-1</b>	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
19 <b>p-2</b>	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
20 <b>p-3</b>	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
21 <b>Q-L</b>	-	-	-	<b>78,665</b>	<b>84,838</b>	<b>85,928</b>	<b>87,759</b>	<b>89,246</b>	<b>91,932</b>

## Appendix B - Supplementary Compensation Rates

All rates specified below are on an hourly basis unless otherwise indicated and shall be effective from July 1 through June 30 of the years indicated.

	<u>2021-2022</u>	<u>2022-2023</u>
Extra Class Offered for Credit*	FTE prorated at Teacher's regular step and lane	
Evening Classes	\$34.00	\$34.00
Homebound Instruction	\$34.00	\$34.00
Summer School	\$34.00	\$34.00
Regular Staff Subbing During Prep or Covering a Colleague's Classroom**	\$34.00	\$34.00
Loss of Prep Time	\$34.00	\$34.00
Lunchroom Supervision	\$36.00	\$36.00
Curricular Work	\$31.00	\$31.00
Staff Development (Outside of working day)	\$31.00	\$31.00
PLC (Part-time staff required to report for PLC)	\$31.00	\$31.00

\* Assignments may be made by mutual consent except in emergency situations

\*\* Rounds to the nearest half hour

## **Appendix C - Co-Curricular Salaries**

The schedules in this Appendix are used to determine compensation only. The positions that will be filled and the number of positions filled will be determined yearly by the board based on need and funding through the budget.

### **Athletics - High School and Middle School**

	<b><u>21-22</u></b>	<b><u>22-23</u></b>
Athletic Director - Middle School	6,994	7,134
Equipment Manager - High School	6,714	6,849
Weight Room - High School	4,948	5,047
<b>Baseball</b>		
Head Coach	5,967	6,087
Junior Varsity	4,020	4,101
B Squad	3,985	4,065
9th Grade	3,328	3,395
Middle School (gr 7 & 8)	2,336	2,383
<b>Basketball - Boys</b>		
Head Coach	6,994	7,134
Assistant	5,238	5,343
B Squad	4,931	5,030
9th Grade	4,787	4,883
Middle School (gr 7 & 8)	2,834	2,891
<b>Basketball - Girls</b>		
Head Coach	6,994	7,134
Assistant	5,238	5,343
B Squad	4,931	5,030
9th Grade	4,787	4,883
Middle School (gr 6 - 8)	2,834	2,891
<b>Cross Country - Boys &amp; Girls</b>		
Head Coach	5,075	5,177
Assistant	3,770	3,846
Middle School (gr 5 - 8)	2,315	2,362
<b>Football</b>		
Head Coach	6,994	7,134
Assistant	5,238	5,343
B Squad-Head	4,787	4,883
B Squad-Assistant	4,234	4,319
9th Grade	4,234	4,319
Middle School (gr 7 & 8)	2,573	2,625

## Appendix C - Co-Curricular Salaries (Cont'd)

### Athletics - High School and Middle School (Cont'd)

	<u>21-22</u>	<u>22-23</u>
Golf - Boys		
Head Coach	4,395	4,483
Assistant-JV	3,128	3,191
Golf - Girls		
Head Coach	4,395	4,483
Assistant-JV	3,128	3,191
Gymnastics		
Head Coach	5,474	5,584
Assistant	4,087	4,169
Hockey – Boys		
Head Coach	6,988	7,128
Assistant	5,327	5,434
Junior Varsity	5,168	5,272
Hockey - Girls		
Head Coach	6,988	7,128
Assistant	5,327	5,434
Junior Varsity	5,168	5,272
Lacrosse - Boys		
Head Coach	5,967	6,087
Assistant	4,287	4,373
Lacrosse - Girls		
Head Coach	5,967	6,087
Assistant	4,287	4,373
Skiing-Nordic or Cross Country		
Head Coach	5,201	5,306
Assistant	3,911	3,990
Middle School (gr 7 & 8)	1,880	1,918
Skiing-Alpine or Slalom		
Head Coach	5,075	5,177
Assistant	4,367	4,455

**APPENDIX C - CO-CURRICULAR SALARIES (Cont'd)****Athletics - High School and Middle School (Cont'd)**

	<u>21-22</u>	<u>22-23</u>
Soccer - Boys		
Head Coach	5,967	6,087
Junior Varsity/B Squad	3,903	3,982
C Squad	3,301	3,368
Middle School (gr 6 - 8)	2,331	2,378
Soccer - Girls		
Head Coach	5,967	6,087
Junior Varsity/B Squad	3,903	3,982
C Squad	3,301	3,368
Middle School (gr 6 - 8)	2,331	2,378
Softball		
Head Coach	5,967	6,087
Assistant	4,020	4,101
B Squad	3,984	4,064
9th grade	3,327	3,394
Middle School (gr 7 & 8)	2,336	2,383
Swimming - Boys		
Head Coach	6,714	6,849
Assistant	4,787	4,883
Dive	2,840	2,897
Swimming - Girls		
Head Coach	6,714	6,849
Assistant	4,787	4,883
Dive	2,840	2,897
Middle School (gr 5 - 8)	2,840	2,897
Tennis - Boys		
Head Coach	4,602	4,695
B Squad	3,634	3,707
Middle School (gr 5 - 8)	2,315	2,362
Tennis - Girls		
Head Coach	4,602	4,695
B Squad	3,634	3,707
Middle School (gr 6 - 8)	2,315	2,362
Middle School (gr 5)	1,389	1,417
Track & Field - Boys		
Head Coach	5,967	6,087
Assistant	4,287	4,373
Middle School (gr 5 - 8)	2,467	2,517

**APPENDIX C - CO-CURRICULAR SALARIES (Cont'd)****Athletics - High School and Middle School (Cont'd)**

	<u>21-22</u>	<u>22-23</u>
Track & Field - Girls		
Head Coach	5,967	6,087
Assistant	4,287	4,373
Middle School (gr 6 - 8)	2,467	2,517
Middle School (gr 5)	1,481	1,511
Volleyball		
Head Coach	5,267	5,373
Junior Varsity	3,992	4,072
B Squad	3,913	3,992
9th grade	3,204	3,269
Middle School (gr 7 & 8)	2,315	2,362
Wrestling		
Head Coach	6,994	7,134
Junior Varsity	5,613	5,726
9th grade	4,787	4,883
Middle School (gr 5)	2,125	2,168
Middle School (gr 6 - 8)	3,541	3,612

**Music, Drama, Speech & Clubs - High School**

	<u>21-22</u>	<u>22-23</u>
Musical Production		
Artistic Director	4,147	4,230
Choreographer	1,557	1,589
Musical Director	3,188	3,252
Technical Director	2,967	3,027
Full Length Play Production		
Artistic Director	4,147	4,230
Technical Director	2,967	3,027
Publications		
Yearbook Advisor (offered as a class)	3,789	3,865
Yearbook Assistant Advisor	3,401	3,470

**APPENDIX C - CO-CURRICULAR SALARIES (Cont'd)****Music, Drama, Speech & Clubs - High School (Cont'd)**

	<u>21-22</u>	<u>22-23</u>
Music Activities		
Band Director (gr 9 - 12)	1,809	1,846
Marching Band Director - Fall (gr 9 - 12)	4,044	4,125
Marching Band Director - Summer (gr 9 - 12)	4,044	4,125
Pep Band Director (gr 9 - 12)	1,809	1,846
Color Guard - Summer (gr 9 - 12)	3,649	3,722
Color Guard - Fall (gr 9 - 12)	3,649	3,722
Drum Line - Summer (gr 9 - 12)	3,649	3,722
Drum Line - Fall (gr 9 - 12)	3,649	3,722
Jazz Ensembles (gr 9 - 12)	4,044	4,125
Orchestra Director (gr 5 - 12)	1,809	1,846
Orchestra Pit Performers (5 @ \$753/\$768)	3,766	3,842
Vocal Director (gr 9 - 12)	1,809	1,846
Vocal Jazz Ensembles (gr 9 - 12)	4,044	4,125
Riverside Company	5,752	5,868
Show Choir Choreographer	1,760	1,796
Dynamic Edition	3,950	4,029
Divaz	3,950	4,029
Other High School		
FFA (Hort) Advisor	2,526	2,577
Knowledge Bowl Coach	2,810	2,867
National Honor Society Advisor	2,992	3,052
Peer Helper	2,922	3,052
Student Council Advisor	2,992	3,052
Clubs		
Creative Arts Club	1,760	1,796
Drama Club	1,760	1,796
French Honor Club	1,760	1,796
GSA	1,760	1,796
Spanish Club	1,760	1,796
Spanish Honor Club	1,760	1,796
Technology Club	1,760	1,796
Youth in Government Club	1,760	1,796
Link Crew (gr 9)	1,760	1,796

**APPENDIX C - CO-CURRICULAR SALARIES (Cont'd)****Music, Drama, Speech & Clubs - Middle School**

	<u>21-22</u>	<u>22-23</u>
Musical Production		
Artistic Director	2,871	2,929
Technical Director	1,663	1,697
Musical Director	1,781	1,816
Full Length Play Production		
Artistic Director	2,871	2,929
Technical Director	1,663	1,697
Line Coach	423	432
Season Play		
Play Director	1,980	2,020
Assistant Director	841	858
Rookie Plays – Director	923	942
Speech Team – Director	3,079	3,141
Publications – Annual	2,829	2,886
Music Activities		
Band Director	1,494	1,524
Orchestra Director (gr 5, 6, 7 & 8)	1,494	1,524
Vocal Director (gr 7 & 8)	1,494	1,524
Vocal Director (gr 5 & 6)	1,494	1,524
Jazz Ensembles (gr 6, 7 & 8)	1,781	1,816
Spiral Singers (gr 6, 7 & 8)	1,781	1,816
Student Council	1,785	1,821
Knowledge Bowl	1,785	1,821
Clubs		
Art Club	1,785	1,821
Future Teachers	1,785	1,821
Geography Club	1,785	1,821
Math Club	1,785	1,821
Outdoor Club	1,785	1,821
Robotics	1,785	1,821
Science Olympiad	1,785	1,821
U-Crew	1,785	1,821
Writing Center	1,785	1,821
Youth in Government	1,785	1,821
PBIS/Raider Way	1,785	1,821

**APPENDIX C - CO-CURRICULAR SALARIES (Cont'd)**

**Music - Elementary Schools**

	<u>21-22</u>	<u>22-23</u>
Morning Elementary Choir Program	1,246	1,271

## **Appendix D - Severance Qualification**

The following employees shall qualify for contribution under Article XVII, Section 2.

Ascherman, Theresa  
Cooper, Carlyn  
Destross, Jeff  
Dewall, John  
Dressen, Nicholas  
Foster, Scott  
Hanson, James  
Ruder, William  
Westre, Margaret  
Williams, Carolyn

## Appendix E1 - Tier 4 Teacher Contract

### TIER 4 TEACHER CONTRACT

The School Board of Independent School District No. 200, Hastings, State of Minnesota (“School Board” or “School District”), enters into this Contract with \_\_\_\_\_, a legally qualified Tier 4 licensed teacher pursuant to Minnesota Statutes section 122A.183 and Minnesota Statutes section 122A.40 who agrees to teach in the public schools of said District as \_\_\_\_\_ for the school year 20\_\_ to 20\_\_.

The following provisions shall apply and are a part of this Contract:

1. **Basic Services:** Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.
2. **Duration:** This Contract is subject to the provisions of Minnesota Statutes section 122A.184 and Minnesota Statutes section 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. After Teacher attains continuing contract status, this Contract shall remain in full force and effect except if terminated, modified by mutual consent of the School Board and Teacher, or ended by written resignation pursuant to Minnesota Statutes section 122A.40.
3. **Tier 4 License:** Teacher must maintain a Minnesota Tier 4 Teaching License under Minnesota Statutes section 122A.184 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 4 Teaching License by the first day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits. If Teacher is approved for a Tier 1, 2, or 3 Teaching License but not Tier 4, the School Board may, in its sole discretion, enter into a Tier 1, 2, or 3 Teacher Contract with Teacher. If Teacher’s Tier 4 License is revoked or suspended at any time during the school year for any reason, Teacher’s employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or clearly demonstrate the action was done in error.
4. **Duty Year:** Teacher’s duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
5. **Additional Services:** The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 5 or by letter of assignment, together with a recitation of this compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of Teacher’s continuing contract rights unless the words “continuing contract” are recorded immediately following the assignment.

In addition, Teacher agrees to perform the following additional services for the additional salary indicated:

Additional Service

Additional Compensation

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_

6. Reference: This Contract shall be subject to the agreement between the School District and the exclusive representative of teachers and the provisions of the Public Employment Labor Relations Act, as amended.

7. Compensation: In consideration thereof, the School Board agrees to pay said Teacher the following annual salary:

- \$ \_\_\_\_\_ For basic services.
- \$ \_\_\_\_\_ For additional services as set forth in paragraph 5.
- \$ \_\_\_\_\_ Total salary, exclusive of fringe benefits.

Teacher’s total salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board policy or procedure. This Contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

8. Choice of Law and Severability: This Contract shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in Teacher’s domicile or status as a resident of Minnesota. If any part of this Contract is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Contract will remain in full force and effect.

9. Waiver: Waiver by the School Board or Teacher of any term or condition of this Contract or any breach will not constitute a waiver of any other term or condition or breach of this Contract.

By signing below, each party acknowledges that is has read this Contract, understands its terms and conditions, and intends to be legally bound by the terms and conditions.

IN WITNESS WHEREOF,  
I have subscribed my signature  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Teacher

IN WITNESS WHEREOF,  
we have subscribed our signatures  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

## Appendix E2 - Tier 3 Teacher Contract

### TIER 3 TEACHER CONTRACT

The School Board of Independent School District No. 200, Hastings, State of Minnesota ("School Board" or "School District"), enters into this Contract with \_\_\_\_\_, a legally qualified Tier 3 licensed teacher pursuant to Minnesota Statutes section 122A.183 and Minnesota Statutes section 122A.40 who agrees to teach in the public schools of said District as \_\_\_\_\_ for the school year 20\_\_ to 20\_\_.

The following provisions shall apply and are a part of this Contract:

1. **Basic Services:** Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.
2. **Duration:** This Contract is subject to the provisions of Minnesota Statutes section 122A.183 and Minnesota Statutes section 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. If Teacher attains continuing contract status, this Contract shall remain in full force and effect except if terminated, modified by mutual consent of the School Board and Teacher, or ended by written resignation pursuant to Minnesota Statutes section 122A.40.
3. **Tier 3 License:** Teacher must maintain a Minnesota Tier 3 Teaching License under Minnesota Statutes section 122A.183 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 3 Teaching License by the first day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits. If Teacher is approved for a Tier 1 or 2 Teaching License but not Tier 3, the School Board may, in its sole discretion, enter into a Tier 1 or 2 Teacher Contract with Teacher. If Teacher's Tier 3 License is revoked or suspended at any time during the school year for any reason, Teacher's employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or clearly demonstrate the action was done in error.
4. **Duty Year:** Teacher's duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
5. **Additional Services:** The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 5 or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of Teacher's continuing contract rights unless the words "continuing contract" are recorded immediately following the assignment.

Teacher agrees to perform the following additional services for the additional salary indicated:

Additional Service

Additional Compensation

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_

6. Reference: This Contract shall be subject to the agreement between the School District and the exclusive representative of teachers, and the provisions of the Public Employment Labor Relations Act, as amended.

7. Compensation: In consideration thereof, the School Board agrees to pay Teacher the following annual salary:

- \$ \_\_\_\_\_ For basic services.
- \$ \_\_\_\_\_ For additional services as set forth in paragraph 5.
- \$ \_\_\_\_\_ Total salary, exclusive of fringe benefits.

Teacher's total salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board policy or procedure. This Contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

8. Choice of Law and Severability: This Contract shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in Teacher's domicile or status as a resident of Minnesota. If any part of this Contract is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Contract will remain in full force and effect.

9. Waiver: Waiver by the School Board or Teacher of any term or condition of this Contract or any breach will not constitute a waiver of any other term or condition or breach of this Contract.

By signing below, each party acknowledges that it has read this Contract, understands its terms and conditions, and intends to be legally bound by the terms and conditions.

IN WITNESS WHEREOF,  
I have subscribed my signature  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Teacher

IN WITNESS WHEREOF,  
we have subscribed our signatures  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

## Appendix E3 - Tier 2 Teacher Contract

### TIER 2 TEACHER CONTRACT

The School Board of Independent School District No. 200, Hastings, State of Minnesota, ("School Board" or "School District"), enters into this Contract with \_\_\_\_\_ ("Teacher"), a legally qualified Tier 2 licensed teacher pursuant to Minnesota Statutes section 122A.182 who agrees to teach in the public schools of said District as \_\_\_\_\_ for the school year 20\_\_ to 20\_\_.

The following provisions shall apply and are a part of this Contract:

1. **Basic Services:** Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.
2. **Duration:** The duration of this Contract shall be from \_\_\_\_\_ to \_\_\_\_\_ [not later than June 30]. This Contract is subject to the provisions of Minnesota Statutes section 122A.182 and to all applicable laws, rules, and regulations of the State of Minnesota. This Contract may be terminated by the School Board, ended by written resignation by Teacher, or modified by mutual consent of the School Board and Teacher.
3. **Tier 2 License:** Teacher must maintain a Minnesota Tier 2 Teaching License under Minnesota Statutes section 122A.182 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 2 Teaching License by the first day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits. If Teacher is approved for a Tier 1 Teaching License but not Tier 2, the School Board may, in its sole discretion, enter into a Tier 1 Teacher Contract with Teacher. If Teacher's Tier 2 License is revoked or suspended at any time during the school year for any reason, Teacher's employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or demonstrate the action was done in error.
4. **Employment Status:** During the term of this Contract, Teacher will be in the teacher bargaining unit. Teacher will not have continuing contract rights under Minnesota Statutes section 122A.40.
5. **Duty Year:** Teacher's duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
6. **Additional Services:** The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 6 or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. These assignments shall not extend beyond the duration of this Contract.

Teacher agrees to perform the following additional services for the additional salary indicated:

Additional Service

Additional Compensation

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_

7. Reference: This Contract may be subject to the agreement between the School District and the exclusive representative of teachers, to the extent it is applicable to Tier 2 teachers, and the provisions of the Public Employment Labor Relations Act, as amended.

8. Compensation: In consideration thereof, the School Board agrees to pay Teacher the following annual salary:

- \$ \_\_\_\_\_ For basic services.
- \$ \_\_\_\_\_ For additional services as set forth in paragraph 5.
- \$ \_\_\_\_\_ Total salary, exclusive of fringe benefits.

Teacher's total salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board policy or procedure. This Contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

9. Choice of Law and Severability: This Contract shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in Teacher's domicile or status as a resident of Minnesota. If any part of this Contract is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Contract will remain in full force and effect.

10. Waiver: Waiver by the School Board or Teacher of any term or condition of this Contract or any breach will not constitute a waiver of any other term or condition or breach of this Contract.

By signing below, each party acknowledges that it has read this Contract, understands its terms and conditions, and intends to be legally bound by the terms and conditions.

IN WITNESS WHEREOF,  
I have subscribed my signature  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Teacher

IN WITNESS WHEREOF,  
we have subscribed our signatures  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

## **Appendix F - Grievance Procedure**

### **BMS Grievance Procedure**

#### **Application**

This grievance procedure shall be applicable whenever a public employer and the exclusive representative of public employees cannot reach agreement on a grievance procedure as required by Minnesota Statutes 179A.20.

#### **Definitions**

Grievance: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20

Days: "Days" means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statute.

Service: "Service" means personal service or by certified mail.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute and the relief requested.

Small Group of Employees: "Small Group of Employees" means a group of employees consisting of five or less.

Answer: "Answer" means a concise response outlining the employer position on the grievance.

#### **Step I**

Whenever any employee or small group of employees have a grievance, he/she shall meet on an informal basis with the employee(s) or the employee's immediate supervisor in an attempt to resolve the grievance within 20 days after the grievance occurred or 20 days after the employee(s), through the use of reasonable diligence, should have knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within 15 days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative, and served upon the public employer's designee (See Step II). Service must be made within 15 days of the last informal meeting. The employer shall, within first five days of receipt of the written grievance, service his/her answer upon the exclusive representative. In the event the exclusive representative refused to process the grievance, the employee(s) may proceed with the grievance and if he/she so chooses, may select a designee to represent him/her.

If the grievance involved and affects more than five employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within 20 days after the grievance occurred or 20 days after the grievance, through the use of reasonable diligence, should have known of the occurrence that

gave rise to the grievance. The employer shall within five days service his/her answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee.)

## **Step II**

The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within 15 days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III officials. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute and the relief requested.

## **Step III**

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten days after the first Step III meeting, either party may request arbitration by serving a written notice to the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself/herself of both procedures.

## **Step IV**

The employer and the employee 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, and a list of five names. The list maintained by the Director of 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 five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

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:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. 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 a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

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.

**HASTINGS PUBLIC SCHOOLS – ISD #200  
GRIEVANCE FORM**

**GENERAL INFORMATION**

Employee Name:	Date Grievance Filed:
Phone Number:	Email Address:
Position:	Classification:
Building:	Department:
Supervisor:	Grievance Representative (if any):

**GRIEVANCE STEP**

Step 1

---

Step 2  Note: Step 2 grievance must be filed within 15 days of first informal Step 1 meeting  
Date of Step 1 Meeting: \_\_\_\_\_ Administrator: \_\_\_\_\_

---

Step 3  Note: Step 3 grievance must be filed within 15 days of first Step 2 meeting  
Date of Step 2 Meeting: \_\_\_\_\_ Administrator: \_\_\_\_\_

**NATURE OF GRIEVANCE**

Date of Event Giving Rise to the Grievance:

Basis for the Grievance (Attach additional sheets if needed):

  
  

Alleged Violations of Contract (Please include Article, Section and Subd.):

**DESIRED REMEDY**

Please describe the desired outcome or remedy sought:

**SIGNATURES**

Signature of Employee: _____	Date: _____
Signature of Exclusive Rep: _____	Date: _____

**Memorandum of Understanding - Collapsed Classroom Pay**

The Hastings School District and Education Minnesota-Hastings agree to the following:

The practice of a collapsed classroom at the elementary level, will be utilized at the discretion of the building principal in situations where a substitute teacher cannot be secured for a classroom. A collapsed classroom is defined as the dispersing of the students from one classroom into the classroom of another teacher(s), for the period of time in which the classroom is left without a certified substitute to direct the class. In these cases, a teacher(s) required to teach a collapsed classroom for two or more hours will compensated as follows:

- 2 – 4 hours \$25.00 per teacher
- 4.25 hours or more \$50.00 per teacher

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

ITS PRESIDENT

**Memorandum of Understanding - Employee Eligibility for Insurance Coverage**

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, (hereinafter referred to as the "School District") and Ed MN Hastings (hereinafter referred to as "Ed MN.")

WHEREAS, at one time the Master Agreement provided full benefits to employees who were at least .50 FTE but less than .875 FTE, as currently defined in the Agreement; and

WHEREAS, current language requires an employee to be at least .875 FTE to qualify for full benefits; and

WHEREAS, there are two individuals who are less than .875 FTE who were previously eligible for full benefits coverage who would not otherwise be eligible under the current language. NOW THEREFORE, it is mutually agreed by and between the unsigned parties as follows:

- 1. The following individuals shall be grandfathered and shall continue to be eligible for full time coverage, despite the fact that they are not employed at least .875 FTE:

Robyn Keyport  
Theresa Ascheman

- 2. Grandfathering for the two individuals shall cease if, at any time, their FTE increases to .875 or more.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

ITS PRESIDENT

## **Memorandum of Understanding - Sick Leave Bank**

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

WHEREAS, the District and the Union mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

WHEREAS, the terms of the Sick Leave Bank were developed collaboratively by District and Union representatives; and

WHEREAS, during the period of this MOU, Article XIII, Section 1, Sick Leave, Subd. 9 of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2021-2023 Master Agreement and continue until the ratification of the 2023-2025 Master Agreement, with the following terms:

### 1. Purpose

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

### 2. Membership

- a. Employees shall be allowed to contribute a maximum of one day of sick leave during each donation period.
- b. Employees are not required to donate to the Sick Leave Bank to be eligible to use days.
- c. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- d. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

### 3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual and other paid leave available to them (e.g. discretionary leave); and
- b. To qualify as a catastrophic accident or illness, for the purposes of this Sick Leave Bank, the employee must:
  - i. Need leave to meet the waiting period for Long Term Disability; or
  - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
  - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or

- iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
- c. Written verification by the attending physician is required.

4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences. If additional days are needed, approval must be mutually agreed to by Human Resources and the Union President.

5. Exclusions

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

6. Part-time Employees

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

7. Administration

- a. An employee must apply for benefits under the Sick Leave Bank by submitting a leave request through the Absent Management (Frontline/AESOP) leave system.
- b. The Sick Leave Bank will be administered by the Human Resources Department.
  - i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for final determination.
  - ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

ITS PRESIDENT

## **Memorandum of Understanding - Discretionary Days**

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

WHEREAS, the District and the Union mutually agree that there is benefit in providing staff flexibility to use leave in ways that meet their personal/family needs.

NOW THEREFORE, it is mutually agreed by and between the parties to implement Discretionary Leave effective with the start of the 2022-2023 school year, and continuing until such time as the 2023-2025 Master Agreement is ratified, with the following terms:

1. During the effective period of the MOU, personal leave and religious leave language shall be suspended. At such time as Discretionary Leave is added to the contract, these leave types would be removed from the contract.
2. Teachers will earn 12 sick leave days per year; allocated at the start of the school year.
3. Teachers will be allocated five Discretionary Leave days.
4. Discretionary Leave must be entered into Frontline one week in advance. In emergency situations this timeline may be waived.
5. No more than 5% of a building staff, or two staff, whichever is greater, may use this leave on any given day; this may be waived in emergency situations.
6. Leave days may carry over to a maximum accrual of seven days.
7. Bereavement and Jury Duty Leave would be in addition to Discretionary leave.
8. Discretionary Days may be used adjacent to a holiday or scheduled break one time per year.
9. Discretionary days may not be used during the first ten or last ten student days of the school year, on parent conference days, or on professional development days. Note: In extenuating circumstances, with advanced approval from Human Resources, leave may be granted on the days specified above.
10. Teachers may retain their personal leave until such time as the language in this MOU becomes a permanent part of the contract, or this MOU is discontinued. At such time as the language becomes part of the Master Agreement, teachers will be required to use any remaining personal leave prior to being approved for discretionary leave.
11. Teachers will be required to use accrued comp time prior to submitting discretionary or personal leave.

- 12. Teachers will have the option to use comp time and personal leave in conjunction with discretionary leave, however, no more than a maximum of seven days combined may be used in a year.
  
- 13. If Discretionary Leave is fully implemented and becomes a part of the Master Agreement, employees shall have until the end of the 2024-2025 school year to use any remaining personal leave. Any personal leave remaining as of June 30, 2025, shall be paid out to the employee at the sub rate of pay in effect at that time.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

ITS PRESIDENT

**Memorandum of Understanding - Tax Deferral of Severance**

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

Whereas, during the 2002, the Legislature adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and

Whereas, the exclusive representative and the school district recognize the tax advantages of this new option for both the employer and the employee.

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

1. An amount equal to the value of 100% of the amount defined in the parties' collective bargaining agreement will be placed into a post-retirement health care savings plan and the remaining 0% will be placed into the retiree's 403(b) plan. The provider of the post-retirement health care savings plan shall be the Minnesota State Retirement System. The retiree will not receive any direct payment from the school district for severance pay.
2. By September 1, the District will deposit the full amount of the contribution to the Minnesota Health Care Savings Plan.
3. This is the full and complete agreement of the parties on this issue; there are no other oral or implied agreements.
4. This agreement does not set any precedent for any future issue.

HASTINGS PUBLIC SCHOOLS - ISD 200  
 DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 FOR THE DISTRICT

EDUCATION MINNESOTA - TEACHERS  
 DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 ITS PRESIDENT

**Memorandum of Understanding - Early Childhood Special Ed Stretch Calendar**

Education Minnesota – Hastings and Hastings Independent School District #200 agree to the following Early Childhood Special Education Stretch Calendar language:

Birth to Three Early Childhood Special Education (ECSE) teachers, occupational therapists, speech & language pathologist, hereinafter “Teachers”, will provide services through a stretch school calendar which starts July 1 and ends June 30. Their yearly period of employment shall not exceed the number of required calendar work days in the 2021-2023 Collective Bargaining Agreement. The teachers, shall provide services during the summer months for consistent programming as assigned by April 30.

Teachers working a stretch calendar will have full access to their classrooms/offices and materials on the days they are scheduled to work during the summer.

All the terms of the Collective Bargaining Agreement will apply to teachers working the 12 month stretch calendar.

The stretch calendar parameters will be developed annually in a collaborative effort between one member from the Birth to Three team, the ECSE department head and one administrator. Attendance at staff workshop days will be mutually agreed upon by the three team members who develop the teacher’s stretch calendar parameters.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA - TEACHERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

FOR THE DISTRICT

ITS PRESIDENT