

# AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT  
NO. 200**

And

**Education Minnesota Hastings**



**Effective  
July 1, 2017 through June 30, 2019**

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# AGREEMENT

## ARTICLE I PURPOSE

### Section I. 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 P.E.L.R.A., the school board recognizes Education Minnesota-Hastings as the exclusive representative of teachers employed by the school board of Independent School District No. 200, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

### Section 2. Appropriate Unit

The exclusive representative shall represent all of the 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 Independent School District 200 in a position for which licensure is required by the Board of Teaching or the State Board of Education, or in a position of physical therapist or occupational therapist, 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 teacher who does 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.

<p><b><u>ARTICLE IV</u></b> <b>SCHOOL BOARD RIGHTS</b></p>
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**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 employers, 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.

<p style="text-align:center"><b><u>ARTICLE V</u></b> <b>TEACHER RIGHTS</b></p>
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**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 PELRA, 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**

Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. By October 15<sup>th</sup> of each year, the union membership chair will notify the business office the amount of dues to be deducted.

**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.



**Section 5. School Buildings and Facilities**

The association shall have the same rights to such usage of school buildings and facilities as is permitted by school district policy adopted December 13, 1973, relating to any other private organization, and subject to the right of the school district to assess charges for such usage consistent with the policies relating to private organizations.

**Section 6. 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 P.E.L.R.A.

**Section 7. 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 8. School Equipment**

The association may, with the approval of the superintendent, use school typewriters, Xerox machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use. The cost of materials for use in such equipment shall be borne by the association.

**Section 9. Fair Share**

Teachers covered by this Agreement who are not members of the association may be required by the association to contribute a fair share fee for services rendered by the association, to the extent and subject to the procedures as provided by M.S. 179A.06, Subd. 4, as amended. Upon receipt of written certification from the association designating teachers who are non-members of the association and the amount of the fair share fee, the school district shall deduct the certified fair share fee from those non-member teachers' paychecks. The school district shall transmit the deducted fair share fees to the treasurer of the association and shall indicate any changes in personnel from the list of non-members. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in P.E.L.R.A. and, therefore, such dispute shall not be subject to the grievance procedure.

<p style="text-align:center"><b><u>ARTICLE VI</u></b> <b>LENGTH OF THE SCHOOL YEAR</b></p>
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**Section 1. Teacher Duty Days**

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, and the teacher 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. The calendar for the school year shall consist of

176 days, five (5) workshop days and three (3) staff development days for a total of 184 days. Teachers new to the district will be required to attend one additional workshop day during opening workshop for a total of 185 days. If the district determines it needs an additional day for teachers new to the district (beyond 185 days for a total of 186 days), the exclusive representative and the district shall meet and mutually agree as to when the 186<sup>th</sup> day will occur. Payment of the 186<sup>th</sup> day will be compensated at the summer curriculum rate of pay.

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.

## **Section 2. Modifications in Calendar, Length of School Day**

### **Subd. 1. Severe Weather**

Teachers shall report for duty on all duty days, including days when students are excused for emergencies, unless teachers are advised to the contrary. 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. 2. 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. 3. Meet and Confer**

Prior to modifying the scheduled length of the school day pursuant to Subd. 2, hereof, the school district shall afford to the association the opportunity to meet and confer on such matters.

<b><u>ARTICLE VII</u></b> <b>PROFESSIONAL TEACHING DAY</b>
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## **Section 1. Basic Day**

The basic teacher's day, inclusive of lunch, shall average eight (8) hours, except on Friday when the basic day shall be 7 3/4 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 thirty (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 thirty (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 **thru grade four (4)** shall have an average of 240 minutes per five (5) day week during the student contact day for the purpose of preparation. **(Community-Ed School Readiness/Preschool teachers see Article VIII, Section 12.**

#### **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 (5) day week during the student contact day. **Preparation time for a full student contact day, shall not be less than 40 minutes.**

**Subd. 4.**

Compensation for lost preparation time shall be at the rate specified in Article 8, Section 8 (Teacher Substituting for a Colleague - page 12)

**Subd. 5.**

Subd's. 1-4 shall apply except when unique and infrequent learning opportunities (i.e. field trips, special programs, etc.) are scheduled.

<p style="text-align: center;"><b><u>ARTICLE VIII</u></b> <b>RATES OF PAY</b></p>
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**Section 1. 2017-2018 and 2018-2019 Rates of Pay**

**Subd. 1.**

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2017-2018 and 2018-2019 school years.

**Subd. 2. Withholding Step Advancement**

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

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 teachers 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.

**Subd. 3. Suspension Without Pay**

With just cause, District 200, via its designee, may suspend a teacher without pay. If the school district contemplates suspension without pay, the teacher's immediate supervisor and superintendent 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 the superintendent 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 2. Status of Salary Schedules**

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 3. Placement on Salary Schedule**

### **Subd. 1. Individual Contracts**

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

### **Subd. 2. Credit for Outside Experience - New Teachers**

A maximum of ten (10) years of experience credit (starting with Step B) shall be allowed for all teachers new to the system (effective 2015/16). Up to fifteen (15) years will be allowed with Superintendent approval only and will only be allowed for difficult to fill specific positions. This experience must have been within the last nineteen (19) years in order to apply. All outside experience must have been in a public school, with the exception of St. Elizabeth Ann Seton Catholic School in Hasting, MN.

### **Subd. 3. Experience Credit - Full Time Teachers**

All teachers, regardless of FTE, shall receive one (1) year of experience if their term of employment is for eighty-six (86) days or more during the school year.

### **Subd. 4.**

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, substitute teaching, except 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 subdivision.

### **Subd. 5.**

Any changes or adjustments in this section shall not be retroactive.

### **Subd. 6. Grades and Credits**

Credits to apply to any lane of the salary schedule beyond the BA degree must be:

- 1) Earned at an accredited college or university (on-line learning, see Subd. 11)
- 2) College approved graduate credits
- 3) Germane to the teacher's present assignment
- 4) Carry a final grade of ""B" or higher

Also, the Master's Degree and Specialist's Degree must have major field of concentration in the present teacher assignment to apply to the salary schedule.

The following degrees shall count toward placement on the MA and Specialist Degree lanes: Curriculum and Instruction (C&I), Learning Disabilities (LD), and Special

Learning and Behavior Problems (SLD/EBD), Counseling and Educational Administration.

**Subd. 7. Prior Approval**

All credits and degree programs, in order to be considered for application on the salary schedule, should be approved by the superintendent or designee, in writing prior to the taking of the course. A Master's Degree Program, which is achieved entirely online, must be approved in advance of registration, by the superintendent.

A form for this purpose shall be provided by the school district. A teacher taking a course without receiving prior approval does so at his/her own risk.

**Subd. 8. Lane Changes**

The training level of the teacher as of September 15 will be the basis of pay for that school year except eligible credits submitted by February 1 shall be counted in determining the basis of pay for the second semester. Applications for a salary adjustment due to a change in the training level of a teacher shall be made to the superintendent by the submission of a transcript prior to September 15 for the first semester and prior to February 1 for the second semester adjustment. 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. However, the salary adjustment, retroactive to the start of the semester, shall not be made until the official transcript is received.

**Subd. 9. 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. 10. 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.

**Pre-Approval**

Teachers planning to pursue a course of study leading to certification in a 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 the Superintendent.

**Definition**

We define 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. 11. Earnings of Credits**

- (a) Credits to apply on a lane beyond a degree lane must be earned subsequent to the granting of the degree.
- (b) 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.

For purposes of Subd. 11(b), legally handicapped persons may be granted certain exceptions by the superintendent or his/her designee.

**Subd. 12. 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. 13. 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 4. Credit Reimbursement**

**Subd. 1. Purpose**

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

1. Earned at an accredited college or university.
2. College approved undergraduate or graduate credits.
3. Germane to the teacher's assignment at the time of application.
4. Carry a final grade of "C" or higher.
5. State approved AVTI credits: These credits must have prior approval.

**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 District 200, 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 5. 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).

**Section 6. Part-Time Teachers (Twenty or More Hours Per Week or at Least One Semester)**

**Subd. 1.**

Effective July 1, 1999, all Title I supplemental teachers shall be placed on the appropriate salary schedule step and lane.

**Subd. 2.**

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.

Part time teacher 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 7. Hourly Compensation**

- A. *Evening Classes, Homebound, Summer School, Subbing for a Colleague's class period/Comp Time, Loss of Prep Time* \$34.00 per/hr. or class period
- B. *Curricular Work, Staff Development, PLC* \$31.00 per/hr.

Teachers shall be paid at the rate of \$40.00 per school activity, of three hours or less, during the school year when assigned by the responsible administrator. These activities shall be duties performed after the school day and shall be determined as to the type by the school board and the administration. If the activity is beyond three hours then the employee will be paid at a rate of \$80.00. (Ticket Takers, Chaperones, etc.)

**Section 9. Extra Class**

A teacher who is regularly assigned an extra class shall be compensated at the rate of 1/7<sup>th</sup> of Step G/BA+45 which equals \$7,245 for the 2017-2018 and \$7,335 for the 2018-2019 school years. If the assignment is for less than a full year, the compensation shall be pro-rated accordingly. Assignments shall be made with consent of the teacher except in cases of emergency.

**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 not covered by Section 8 hereof 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.)

**Section 11. Extended Term Substitutes**

**Subd. 1.**

Extended term substituting 31-85 consecutive days in a single school year in the same assignment replacing the same individual teacher:

**2017-2018** Step B of the B.A. lane of the teachers' 2017-2018 salary schedule = \$219.27 per day. (Based upon 184 days)

**2018-2019** Step B of the B.A. lane of the teachers' 2018-2019 salary schedule = \$222.00 per day. (Based upon 184 days)

Extended Term Substitute Rate of Pay will be pro-rated according to the FTE of the assignment.

When it is known that the "extended term" substitute assignment will be for 31-85 consecutive days, the rate will start with the first day (day one). When it is unknown and the basic day substitute assignment extends into an "extended term assignment," the rate will be retroactive.

Short term basic day and extended 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 substituting for 86 or more consecutive days in a single school year in the same assignment replacing the same individual teacher:

Said long term substitute teacher shall be given a Minnesota Long Term Substitute Contract and shall be placed on the appropriate step and lane of the teachers' 2017-2018 and 2018-2019 salary schedules on a pro rata daily rate per the following formula:

$$\frac{\text{2017-2018 annual salary for step and lane}}{184}$$

$$\frac{\text{2018-2019 annual salary for step and lane}}{184}$$

When it is unknown and the substitute assignment extends into a Long Term Substitute position, as defined in this subdivision, the rate will be retroactive.

**Subd. 3.**

Long term substitutes may participate in group insurance programs offered to regularly employed full time teachers. The district's contribution shall be pro rated to the fractional portion annually paid for eligible full time teachers as follows:

Number of compensated days divided by 184 for the 2017-2018 school year and 184 for the 2018-2019 school year.

**Subd. 4.**

Long term substitutes shall be granted pro rata sick leave days.

**Subd. 5.**

Effective September 1989, long term substitutes, as defined in Subd. 2 above, continuously employed as a long term substitute and/or obtaining a regular teaching contract in the succeeding school year shall accumulate sick leave per Article XI.

**Section 12     Adult Basic Education (ABE) and Early Childhood Programs (ECP);  
Early Childhood Family Education (ECFE), School Readiness/Preschool & Early  
Childhood (EC) Screening Teachers**

**Subd. 1.**

All teachers in the ABE and ECP programs shall be covered by the terms of the Master Agreement except as herein indicated.

**Subd. 2.     Calendar**

The parties agree that the ABE and ECP programs may be conducted on a calendar different from the regular school calendar. Any modifications of the regular school calendar for ABE and ECP teachers shall be based upon the needs of the program. The ABE and ECP program schedule will be jointly planned by the ABE and ECP staffs and the Community Education administration. Staff calendars of instruction will be established prior to the start of the year

**Subd. 3.     Assigned Instruction Time**

Full time (forty (40) hours per week) ABE or ECP teachers who are assigned to classroom instruction duties shall not be assigned to more than 28 hours per week of actual classroom instruction. As part of the 28 hours, each class shall include fifteen (15) minutes of parent/student contact time before class and fifteen (15) minutes of parent/student contact time after class. The remaining time shall be used for staff meetings, planning, preparation and breaks.

Part-time ABE and ECP teachers shall be pro-rated pursuant to this subdivision.

**ARTICLE IX**  
**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.**

The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement during the 2017-2018 and 2018-2019 school years.

**Subd. 3.**

Extra-curricular salary will be paid according to arrangements made with the school administration, but usually a lump sum paid at the end of the school extra-activity or sports season. All reports and inventories must be completed satisfactorily to the administration.

**Subd. 4.**

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>Department Size</b>			<b>2017-18</b>	<b>2018-19</b>
1-5	Class Sections	1 Teacher	1,458	1,476
6-15	Class Sections	2-3 Teachers	1,694	1,715
16-30	Class Sections	4-6 Teachers	1,930	1,954
31-45	Class Sections	7-9 Teachers	2,166	2,193
46-60	Class Sections	10-12 Teacher	2,404	2,434
61-75	Class Sections	13-15 Teachers	2,640	2,673
76-90	Class Sections	16-18 Teacher	2,877	2,913
91-105	Class Sections	19 and over Teachers	3,113	3,152

<p><b>ARTICLE X</b> <b>GROUP INSURANCE</b></p>
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**Section 1. Selection of Carrier**

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.

## **Section 2. Medical-Hospitalization Insurance**

### **Subd. 1.**

Effective July 1, 2017, the school district shall contribute 100% of the monthly premium up to an amount equal to the premium cost of individual Triple Option coverage for all eligible teachers employed by the school district who qualify for and are enrolled in the group medical-hospitalization plan.

Effective July 1, 2018, the school district shall contribute 100% of the monthly premium up to an amount equal to the premium cost of individual **Comp Basic** coverage for all eligible teachers employed by the school district who qualify for and are enrolled in the group medical-hospitalization plan.

### **Subd. 2.**

Effective July 1, 2006, the school district shall contribute a monthly sum that is equal to 85% of the Comp Basic Family Plan toward the cost of the premium for the teacher and dependent(s) for each eligible teacher employed by the school district who qualifies for and is enrolled in the school district group medical-hospitalization plan and who qualifies for dependent coverage.

Eligible teachers may choose other available plans, but the district's contribution shall not exceed the amount stated in subdivisions 1 and 2. Teachers shall pay any additional cost of the premium beyond the school district's contribution.

### **Subd. 3. Dependent Participation**

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 twelve (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.

### **Subd. 4. Option**

At the option of the teacher, with appropriate notice, the school district will contribute a sum not to exceed the contribution provided in subdivisions 1 and 2 hereof for eligible teachers who qualify for and are enrolled in the Comp Basic, Triple Option, or VEBA medical plan.

### **Subd. 5. Spouse Contribution**

Effective July 1, 2018, when both teacher and spouse are members of the bargaining unit and they elect dependent coverage, the district will contribute an amount equal to the single and dependent contribution, not to exceed the total monthly cost of the dependent **Comp Basic** plan.

### **Section 3. Income Protection Insurance**

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.

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

### **Section 4. 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 5. Dental Insurance**

#### **Subd. 1.**

Effective July 1, 2005, the school district shall contribute a sum equal to 100% per month of service for the cost of the single premium. This amount is to be provided to individuals who take family coverage or individual coverage. However, the district contribution will not be less than 85% of the cost of the family plan.

#### **Subd. 2.**

Effective July 1, 2005, when both teacher and spouse are members of the bargaining unit and they elect dependent dental coverage, the district contribution not to exceed an amount equal to the cost of two (2) single premiums.

### **Section 6. Eligible Employees**

#### **Subd. 1. Full Time Teachers**

Full time teachers regularly employed for thirty-five (35) or more hours per week shall be eligible for all group insurance as provided in this Article.

**Subd. 2.      Half Time Teachers:  
Twenty (20) Hours or More or at Least One (1) Semester**

Part time teachers regularly employed for twenty (20) hours or more per week, or at least one (1) semester shall be eligible for all group insurance as provided in this Article.

**Subd. 3.      Part Time Teachers:  
At Least Fourteen (14) Hours and Less than Twenty (20) Hours**

Part time teachers regularly employed at least fourteen (14) and less than twenty (20) hours per week shall be eligible to participate in the group insurance at their expense.

**Subd. 4.      Less than Full Time Teachers**

Teachers who are hired after July 1, 2004, will receive health and dental insurance benefits consistent with their FTE basis. This section pertains to teachers with a .50 FTE or higher. Example: A teacher who is .70 FTE will receive .70 of the district contribution toward health and dental insurance.

**Subd. 5.      Shared Teaching Positions/Requested Leaves of Absence**

Any teacher who requests or accepts placement in a shared teaching position or requests a partial leave of absence, regardless of their hire date, will receive all benefits on a prorated FTE basis.

**Section 8.      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 9.      Duration of Insurance Contribution**

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. Upon termination of employment, all board participation and contributions shall cease, effective on the last working day, except that a terminated employee may continue coverage in the group plan, at the employee's expense, pursuant to Minnesota Statutes 62A. 16-16-62A.17 (Chapter 101, Laws of 1974 as amended). However a teacher who has been employed for the full school year shall be entitled to school district contributions for twelve calendar months (September 1 - August 31), as provided herein.

**Section 10**

Effective January 1, 1990, 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 XI  
LEAVES OF ABSENCE**

**Section 1. Sick Leave**

**Subd. 1.**

All full time teachers shall be credited sick leave at the rate of fifteen (15) days for each full year of service in the employ of the school district after reporting for one day of work.

**Subd. 2.**

Unused sick leave days may accumulate with no maximum days. For those who have achieved a 144 sick leave day base or more, \$110 for each of up to eight (8) of the unused sick leave days over 144 will be contributed into the HCSP. If there are any additional unused sick days remaining over the 144, 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 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.**

In the event that a medical certificate will be required, the teacher will be so advised. 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 (3) 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 in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, his/her salary to be reduced by an amount equal to the insurance payments for lost salary and only that fraction of the days not covered by insurance will be deducted from his accrued sick leave. Employee is obligated to inform the business office of amounts received from Worker's Compensation Insurance.

**Subd. 9.**

Each school year, it shall be the option of each bargaining unit member to contribute one (1) 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 Superintendent. 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.

**Section 2. Bereavement Leave**

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

At the discretion of the Superintendent, and dependent upon the circumstances, a teacher may be granted bereavement leave for the death of persons not specified in paragraph 1. At the discretion of the Superintendent, up to five (5) days may be allowed per death without deduction in pay or deduction from sick leave.

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

**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 Independent School District 200 before he/she may request leave.

**Subd. 4.**

Request for such leave shall be submitted, in writing, to the superintendent by February 15th and the teacher shall be notified of action on his/her request by March 15th.

**Subd. 5.**

The granting of such leave shall be limited to the equivalency of three (3) 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 the superintendent 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 (1/2) of the contract salary for the basic school year described in Article VI 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) If the teacher does not return to teach in District 200 after the year of sabbatical leave, 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 (5) 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 (3) 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 half (1/2) contract salary for the year of the leave.

2. After returning to teach two years, the teacher shall refund 1/3 of the half (1/2) 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 (3) 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 half (1/2) contract salary for the semester of the leave.
  2. After returning to teach two semester, the teacher shall refund 1/3 of the half (1/2) 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.**

Effective July 1, 2002, 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 (2) days of personal leave per year.

**Subd. 2.**

Effective July 1, 2004, notifications must be made at least one (1) week in advance or as soon as practicable and must be approved by the building principal in order to insure adequate staffing. A teacher who has completed probation in the school district will be eligible for three (3) days of personal leave per year accumulative to nine (9) days. A teacher eligible for two or more days of personal leave may be granted consecutive days of personal leave by the superintendent or his/her designee.

**Subd. 3.**

During the first and last two weeks of the student school year, personal leave may be granted by the superintendent or his/her designee only for necessary absences.

Accumulated personal leave cannot be utilized to extend holidays or breaks in the school calendar except at the superintendent's discretion.

**Subd. 4.**

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<sup>st</sup> of each year.

The teacher will respond electronically by June 1<sup>st</sup> to indicate whether or not they wish payment to be made.

If a teacher does not communicate their response by June 1<sup>st</sup>, 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.

**Section 6. Religious Holidays**

A teacher who has exhausted their personal leave/comp time shall be allowed to take up to two (2) 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 superintendent on the appropriate forms provided by the district. The request should include the following:

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

**Subd. 3.**

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

**Subd. 4.**

The beginning date of said leave and its duration shall be submitted by the superintendent to the school district for its action. In recommending the date of commencement and duration of the leave, the superintendent shall review each case on its individual merits taking into consideration the following:

1. The continuity of the instructional program for the students.

2. Desires of the teacher.
3. Specific employment duties of the teacher involved.
4. The recommendation of the teacher's physician, if any.

In making the determination under Section 6 concerning commencement and duration of a parental leave of absence, the school board shall not in any event be required to:

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

**Subd. 5.**

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. 6.**

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:

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

**Subd. 7.**

The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have 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. 8.**

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

**Subd. 9.**

Parental leave may be extended by mutual consent of the school district and the teacher.

**Subd. 10.**

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

**Section 8. Adoption Leave.**

Adoption leave shall be granted upon the request of a teacher pursuant to applicable provisions of the parental leave section.

ISD 200 shall grant each teacher up to thirty (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. ISD 200 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 (3) 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 (3) years of experience in School District 200 shall be eligible for an unpaid short term general leave of absence. The granting of such leave shall be at the discretion of the superintendent or designee and subject to the provisions of the subdivision.

1. Such leave shall be without pay.
2. Such leave shall be for a minimum of three (3) consecutive school days.
3. Such leave shall not be used to extend non-school session breaks.
4. Such leave shall not be used during the first and last two weeks of the student school year.
5. Requests for short term general leave shall be submitted at least ten (10) school days prior to the date of said leave.
6. In emergency situations, the superintendent or designee may in his/her discretion make exceptions to provisions 2 through 5.

## **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 (1) 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. 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.

**Leaves of Absence**

**Section 12. Insurance Application**

**Subd. 1.**

A teacher on leave under Section 8 - 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 6 - Parental Leave, Section 7 - Adoption Leave, and Section 9 - 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, the fraction to be determined as follows:

2017-2018 School Year	Number of compensated days divided by 184 days = the fraction of school district contribution per annum
2018-2019 School Year	Number of compensated days divided by 184 days = the fraction of school district contribution per annum

**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 13. Accrued Benefits**

A teacher on leave under Section 6 - Parental Leave, Section 7 - Adoption Leave, Section 8 - General Leave, and Section 9 - 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 14. 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 15. Eligibility**

Leave benefits provided in Section 1 - Sick Leave, Section 2 - Bereavement Leave, Section 5 - Personal Leave, and Section 8 - General Leave, shall apply to teachers regularly employed at least fourteen (14) hours per week, but shall not apply to part time teachers employed less than fourteen (14) hours per week. Part time teachers employed at least fourteen (14) hours per week shall accrue and accumulate sick leave in amounts proportional to their work day.

**Section 16. 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.

**Section 17. Association Leave**

At the beginning of the school year, the Education Minnesota-Hastings shall be credited with forty (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 (10) 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 (5) working days before the leave is to be taken. The Superintendent may waive the five (5) 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 (3) 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 (10) days included in this section. (In no event shall the number of Association Leave days exceed forty (40) days in a single school year.)

<p style="text-align: center;"><b><u>ARTICLE XII</u></b> <b>TEACHER EVALUATION</b></p>
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**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 (2) copies of the written evaluation shall be submitted to the teacher at the time of mandatory personal conference, which shall be held within ten (10) days after the classroom observation. One (1) copy is to be signed and returned to the administration, the other to be retained by the teacher.

**Section 3. 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.

<p style="text-align:center"><b><u>ARTICLE XIII</u></b> <b>UNREQUESTED LEAVE OF ABSENCE AND</b> <b>SENIORITY POLICY</b></p>
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**Section 1. Unrequested Leave**

The parties have failed to reach agreement on an unrequested leave plan and acknowledge that both parties are governed by applicable Minnesota Statutes M.S. 122A.40, Subd. 11, except insofar as is otherwise agreed in Sections 2 through 4 of this Article.

**Section 2. Ties in Seniority**

In the event two or more teachers commenced employment with the district at 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 purposes of this subdivision.

**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. Per Article VIII, Section 3 - Subd. 10.

**Section 3. Seniority List**

The school district shall promulgate a seniority list of all continuing contract teachers in the district. A teacher who disputes their standing in the list promulgated by the school district

may process a grievance pursuant to the grievance procedure. The district shall post such list in each building no later than January 15th of each year

**Section 4.**     **Filing of Certificates**

In any year in which a reduction of teaching staff is occurring, and the school district is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the superintendent's office for filing as of February 15 of such year shall be considered for purposes of determining lay off within areas of certification for the following school year. A certificate filed after February 15<sup>th</sup> shall be considered for purposes of recall, but not to the current reduction.

<p><b><u>ARTICLE XIV</u></b> <b>TEACHER TRANSFERS</b></p>
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**Section 1.**     **Transfer**

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 the superintendent and/or the superintendent's designee on forms furnished by the school district. A request for transfer shall be affected as approved by the superintendent and/or the superintendent's designee and the receiving building administrator.
  
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.

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

3. 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.

4. (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.
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.
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 2. Posting**

The school district shall post notice of vacancies in each school building prior to notification of placement bureaus and filling of the position. When appropriate, the posting shall contain a job description.

**Section 3. 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 XV**  
**SEVERANCE PAY**

**Section 1.**

This Article shall apply to teachers whose service has been full or half time as defined in Articles VI and VII of this Agreement.

**Section 2. Severance Pay**

**Subd. 1. Eligibility**

**Subd. 1a.** Effective July 1, 1999, District 200 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.

**Subd. 1b.** Regularly employed teachers with not less than fifteen (15) years of teaching service in the District 200 Hastings Public Schools who are at least 55 (fifty-five) 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 thirty (30) years of teaching service, fifteen(15) of which must be in the District 200 Public Schools 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 (2) 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 ninety (90) days prior to the date of resignation.

**Subd. 2c.**

Eligible teachers shall receive as severance payment an amount representing sixty (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.

Effective July 1, 2009, the amount will not exceed the maximum cell value in each individual's respective lane placement of the 2008-2009 salary schedule.

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

**Subd. 2f.**

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

**Subd. 2g.**

In the event of the death of a teacher who is eligible for severance pay under the provisions of Article XV, 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**

**Subd. 1a.**

Effective July 1, 1999 District 200 regularly employed teachers, shall be eligible for medical-hospital insurance benefits provided that they meet the requirements of Subd. 1B OR 1C below.

**Subd. 1b.**

Regularly employed teachers with not less than fifteen (15) years of teaching service in District 200 Hastings Public Schools who are at least fifty-five (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 provision of this Article.

**Subd. 1c.**

Regularly employed teachers with not less than thirty (30) years of teaching service, fifteen(15) of which must be in the District 200 Public Schools who 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 Article.

**Subd. 2. Participation**

**Subd. 2a.**

The teacher 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 subdivision 2B and 2C hereof, the teacher shall pay the entire premium for such coverage.

**Subd. 2b.**

Effective July 1, 1999, and for teachers whose retirement date is effective June 30, 2009, or before, the district shall contribute up to seventy-five percent (75%) of the dollar amount provided in Article X, Section 2, Subd. 2 until the teacher reaches the age of Medicare eligibility or the expiration of eight (8) years of district contribution, whichever occurs first. The portion of the premium not contributed by the school district shall be borne by the teacher.

**Subd. 2c.**

Notwithstanding Subd. 2b, a teacher whose retirement is effective July 1, 2009, or after, 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 Triple Option for the last year in which the individual taught, multiplied by a maximum of eight (8) years, or the number of years remaining until the individual reaches the age of 65, whichever is less.

**Subd. 2d.**

To be eligible for participation in the district medical-hospitalization program under this section, the teacher must be enrolled in the program and have continuous participation from the last date of regular employment. Any interruption in membership in the program causes the employee to be ineligible for any participation.

**Subd. 2e.**

This Section is not retroactive to any teacher who retired prior to June 30, 1999.

**Subd. 2f.**

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 Section 3, Subd. 2c of this Article, 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**

**Subd. 1a.**

Beginning July 1, 1999, teachers who are hired after January 1, 2000, 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. 1b.**

Beginning July 1, 2001, teachers who were hired before January 1, 2000, who are regularly employed with the school district shall be eligible and may choose 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 District 200. Years of service shall be defined as complete school years and shall not count or combine any partial years of employment.

<b><u>Years of Service Completed in District 200</u></b>	<b><u>Maximum Amount Per Year of Match</u></b>
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)	\$ ,2600

**Subd. 2b.**

The maximum matching career contribution by District 200 shall be \$35,000.

**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.**

District 200 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. 1a. Eligibility**

Beginning July 1, 2011, teachers who were hired before 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., Subd. 1b and Subd. 1c. qualifies for the matching contribution in this section.

Schedule B lists those who qualify for this contribution.

**Subd. 2a. Contribution**

The district will match eligible annual teacher contributions up to \$600 per year.

**Subd. 2b Retirement Consideration**

The district will pay \$2,500 to all teachers who are currently on Schedule B 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. 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 teacher wishes to participate in the 403b/457 matching contribution (grandfathered) plan.

**Subd. 3b.**

Teachers on unpaid leaves may not participate in the matching program while on leave.

**ARTICLE XVI**  
**Teacher Support / Mentorship**

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

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.

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

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:

- 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.



- Teachers shall be held harmless insofar as any provision by the collective bargaining agreement.

<b><u>ARTICLE XVII</u></b> <b>MISCELLANEOUS</b>
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**Section 1. Signed Copies**

There shall be four (4) signed copies of the final Agreement for the purpose of record: one (1) retained by the board, two (2) by the association and one (1) by the superintendent.

**Section 2. Teacher Licensure**

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

**Section 3. Individual Contract**

Individual contracts shall be consistent with the terms of this Agreement and in form as provided in Attachment F.

**Section 4 Method of Payment**

Teachers shall be given the opportunity to select one of three pay options as listed below.

Effective with the 2006-2007 school year, all pay dates will be on the 5<sup>th</sup> and 20<sup>th</sup> of each month.

The following pay elections shall be made on a form provided by the school district and shall remain in effect from year to year unless a teacher provides the school district with written notice providing a different pay option no later than August 1<sup>st</sup> of any year.

**Subd. 1.**

The annual salary of a teacher, as identified by the salary schedule, shall be divided into 24 equal units. The balance, equivalent to six checks, will be issued on June 5<sup>th</sup>.

**Subd. 2.**

The annual salary of a teacher, as identified by the salary schedule, shall be divided into 18 equal units with the last check issued on the 20<sup>th</sup> of May.

**Subd. 3.**

The annual salary of a teacher, as identified by the salary schedule, shall be divided into 24 equal units from September 5<sup>th</sup> through August 20<sup>th</sup>.

**Section 5. Jury Duty and Other Legal Commitments**

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.

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

#### **Section 6. Mileage Allowance**

Effective January 1, 1994, 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 E 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 provide copies of the Agreement as follows:

1. One (1) for each presently employed teacher.
2. One (1) for each teacher offered a contract for employment in the district, and
3. Thirty-five (35) for association use.

#### **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 XVIII**  
**DURATION**

**Section 1. Term and Reopening Negotiations:**

This Agreement shall remain in full force and effect for a period from July 1, 2017, through June 30, 2019, 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, 2019, it shall give written notice of such intent no later than May 1, 2019. 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:**

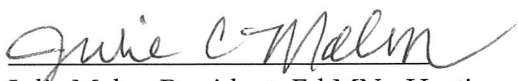
Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement.

**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.

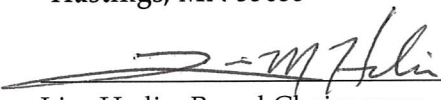
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

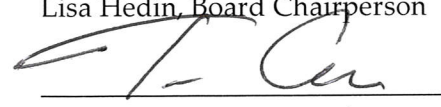
For  
Education Minnesota - Hastings  
Hastings Public Schools (ISD 200)  
Hastings, MN 55033

  
Julie Malm, President, Ed MN - Hastings

  
Jessie Holm, Chief Negotiator

For  
Independent School District No. 200  
1000 - 11th Street West  
Hastings, MN 55033

  
Lisa Hedin, Board Chairperson

  
Tim Collins, Superintendent

Dated: 4-25-2018

## 2017-2018 Salary Schedule

	STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
1	<b>B</b>	40,345	40,912	41,477	41,961	43,850	44,373	45,010	45,657	46,314
2	<b>C</b>	41,315	42,017	43,095	43,635	45,794	46,262	46,927	47,604	48,290
3	<b>D</b>	42,772	43,528	44,605	45,200	47,788	48,238	48,933	49,639	50,355
4	<b>E</b>	44,390	44,929	46,116	46,872	49,785	50,300	51,026	51,763	52,513
5	<b>F</b>	45,901	46,656	47,842	48,814	51,943	52,455	53,213	53,983	54,765
6	<b>G</b>	47,400	48,083	49,348	50,712	54,273	55,060	55,856	56,666	57,488
7	<b>H</b>	49,106	49,892	51,128	52,885	56,971	57,796	58,636	59,487	60,352
8	<b>I</b>	50,878	51,613	52,976	55,155	59,808	60,677	61,559	62,455	63,363
9	<b>J</b>	52,103	53,478	54,890	57,525	62,792	63,705	64,633	65,574	66,529
10	<b>K</b>	53,360	55,413	56,877	59,612	65,501	66,455	67,426	68,408	69,406
11	<b>M</b>	54,914	57,030	59,663	62,535	68,722	69,724	70,741	71,776	72,823
12	<b>N</b>	55,710	57,858	60,529	63,444	69,724	70,741	71,776	72,823	73,889
13	<b>O</b>	56,517	58,697	61,409	64,368	70,741	71,776	72,823	73,889	74,969

### Longevity

14	<b>o-1</b>	-	-	61,409	64,368	70,741	71,776	72,823	73,889	74,969
15	<b>o-2</b>	-	-	61,409	64,368	70,741	71,776	72,823	73,889	74,969
16	<b>o-4</b>	-	-	-	64,368	70,741	71,776	72,823	73,889	74,969
17	<b>P-L</b>	-	-	-	<b>66,825</b>	<b>72,953</b>	<b>73,972</b>	<b>75,228</b>	<b>76,389</b>	<b>77,926</b>
18	<b>p-1</b>	-	-	-	66,825	72,953	73,972	75,228	76,389	77,926
19	<b>p-2</b>	-	-	-	66,825	72,953	73,972	75,228	76,389	77,926
20	<b>p-3</b>	-	-	-	66,825	72,953	73,972	75,228	76,389	77,926
21	<b>Q-L</b>	-	-	-	<b>71,741</b>	<b>77,372</b>	<b>78,365</b>	<b>80,036</b>	<b>81,392</b>	<b>83,842</b>

## 2018-2019 Salary Schedule

	STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
1	<b>B</b>	40,849	41,423	41,995	42,486	44,398	44,928	45,573	46,228	46,893
2	<b>C</b>	41,831	42,542	43,634	44,180	46,366	46,840	47,514	48,199	48,894
3	<b>D</b>	43,307	44,072	45,163	45,765	48,385	48,841	49,545	50,259	50,984
4	<b>E</b>	44,945	45,491	46,692	47,458	50,407	50,929	51,664	52,410	53,169
5	<b>F</b>	46,475	47,239	48,440	49,424	52,592	53,111	53,878	54,658	55,450
6	<b>G</b>	47,993	48,684	49,965	51,346	54,951	55,748	56,554	57,374	58,207
7	<b>H</b>	49,720	50,516	51,767	53,546	57,683	58,518	59,369	60,231	61,106
8	<b>I</b>	51,514	52,258	53,638	55,844	60,556	61,435	62,328	63,236	64,155
9	<b>J</b>	52,754	54,146	55,576	58,244	63,577	64,501	65,441	66,394	67,361
10	<b>K</b>	54,027	56,106	57,588	60,357	66,320	67,286	68,269	69,263	70,274
11	<b>M</b>	55,600	57,743	60,409	63,317	69,581	70,596	71,625	72,673	73,733
12	<b>N</b>	56,406	58,581	61,286	64,237	70,596	71,625	72,673	73,733	74,813
13	<b>O</b>	57,223	59,431	62,177	65,173	71,625	72,673	73,733	74,813	75,906

### Longevity

14	<b>o-1</b>	-	-	62,177	65,173	71,625	72,673	73,733	74,813	75,906
15	<b>o-2</b>	-	-	62,177	65,173	71,625	72,673	73,733	74,813	75,906
16	<b>o-4</b>	-	-	-	65,173	71,625	72,673	73,733	74,813	75,906
17	<b>P-L</b>	-	-	-	<b>67,660</b>	<b>73,865</b>	<b>74,897</b>	<b>76,168</b>	<b>77,344</b>	<b>78,900</b>
18	<b>p-1</b>	-	-	-	67,660	73,865	74,897	76,168	77,344	78,900
19	<b>p-2</b>	-	-	-	67,660	73,865	74,897	76,168	77,344	78,900
20	<b>p-3</b>	-	-	-	67,660	73,865	74,897	76,168	77,344	78,900
21	<b>Q-L</b>	-	-	-	<b>72,638</b>	<b>78,339</b>	<b>79,345</b>	<b>81,036</b>	<b>82,409</b>	<b>84,890</b>

## **Schedule B**

updated 3-9-18

**(qualify for contribution under article XV, section 5)**

Ascherman, Theresa  
Carroll, John  
Christensen, Dianne  
Cobian, Jaci  
Cooper, Carlyn  
Destross, Jeff  
Dewall, John  
Dressen, Nicholas  
Foster, Scott  
Hanson, James  
Hanson, Janet Lynn  
Jasicki, Bonita R  
Johnson, Spencer  
Kost, Cynthia Ann  
Mattson, Sherri R  
OKeefe, Kathleen  
Prokopowicz, Catherine  
Rebarchik, Pat  
Ruder, William  
Sande, Jennifer  
Sandkamp, Gregory  
Westre, Margaret  
Williams, Carolyn  
Zuzek, Janet

**Coaching-Athletics- High School & Middle School**

Schedule C-

P-1

(This schedule is 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 \$'s through the budget. )

	<u>17-18</u>	<u>18-19</u>
<u>Adapted Athletics</u>	1,639	1,660
<u>Athletic Director-Middle School</u>	6,504	6,586
<u>Cheerleader Head</u>	3,434	3,477
<u>Cheerleader Assistant</u>	2,152	2,179
<u>Danceline</u>	2,516	2,548
<u>Equipment Manager-High School</u>	6,243	6,322
<u>Weight Room- High School</u>	4,601	4,659
<u>Baseball</u>		
Head Coach	5,549	5,619
Junior Varsity	3,738	3,785
B Squad	3,705	3,752
9th Grade	3,094	3,133
Middle School-8th	2,171	2,199
Middle School-8th	2,171	2,199
Middle School-7th	2,171	2,199
Middle School-7th	2,171	2,199
<u>Basketball-boys</u>		
Head Coach	6,504	6,586
Assistant	4,871	4,932
B Squad	4,585	4,643
9th Grade	4,451	4,507
Middle School-8th	2,634	2,667
Middle School-8th	2,634	2,667
Middle School-7th	2,634	2,667
Middle School-7th	2,634	2,667
<u>Basketball-girls</u>		
Head Coach	6,504	6,586
Assistant	4,871	4,932
B Squad	4,585	4,643
9th Grade	4,451	4,507
Middle School-8th	2,634	2,667
Middle School-8th	2,634	2,667
Middle School-7th	2,634	2,667
Middle School-7th	2,634	2,667
<u>Cross Country-boys &amp; girls</u>		
Head Coach	4,719	4,778
Assistant	3,506	3,550
Middle School 7-8th	2,152	2,179
<u>Football</u>		
Head Coach	6,504	6,586
Assistant	4,871	4,932
Assistant	4,871	4,932
Assistant	4,871	4,932
B Squad-Head	4,451	4,507
B Squad-Assistant	3,936	3,986
9th Grade	3,936	3,986
9th Grade	3,936	3,986
Middle School-8th	2,392	2,422
Middle School-8th	2,392	2,422
Middle School-8th	2,392	2,422
Middle School-8th	2,392	2,422
Middle School-7th	2,392	2,422
Middle School-7th	2,392	2,422
Middle School-7th	2,392	2,422

**Coaching-Athletics- High School & Middle School**

Schedule C-

P-2

(This schedule is 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 \$'s through the budget. )

	<u>17-18</u>	<u>18-19</u>
<b><u>Golf-boys</u></b>		
Head Coach	4,086	4,138
Assistant-JV	2,908	2,945
<b><u>Golf-girls</u></b>		
Head Coach	4,086	4,138
Assistant-JV	2,908	2,945
<b><u>Gymnastics</u></b>		
Head Coach	5,090	5,154
Assistant	3,800	3,848
Middle School-Head	2,447	2,478
Middle School-Assistant	2,009	2,035
<b><u>Hockey-boys</u></b>		
Head Coach	6,499	6,581
Assistant	4,954	5,016
Junior Varsity	4,805	4,866
<b><u>Hockey-girls</u></b>		
Head Coach	6,499	6,581
Assistant	4,954	5,016
Junior Varsity	4,805	4,866
<b><u>Lacrosse-boys</u></b>		
Head Coach	5,549	5,619
Assistant	3,986	4,036
<b><u>Lacrosse-girls</u></b>		
Head Coach	5,549	5,619
Assistant	3,986	4,036
<b><u>Skiing-Nordic or Cross Country</u></b>		
Head Coach	4,837	4,898
Assistant	3,636	3,682
Middle School 7-8th	1,747	1,769
<b><u>Skiing-Alpine or Slalom</u></b>		
Head Coach	4,719	4,778
Assistant	4,061	4,112
<b><u>Soccer-boys</u></b>		
Head Coach	5,549	5,619
Junior Varsity/B Squad	3,628	3,674
C Squad	3,069	3,108
Middle School 7-8th	2,167	2,195
Middle School 7-8th	2,167	2,195
<b><u>Soccer-girls</u></b>		
Head Coach	5,549	5,619
Junior Varsity/B Squad	3,628	3,674
C Squad	3,069	3,108
Middle School 7-8th	2,167	2,195
Middle School 7-8th	2,167	2,195
<b><u>Softball</u></b>		
Head Coach	5,549	5,619
Assistant	3,738	3,785
B Squad	3,704	3,751
9th grade	3,093	3,132
Middle School-8th	2,171	2,199
Middle School-8th	2,171	2,199
Middle School-7th	2,171	2,199
Middle School-7th	2,171	2,199



**Coaching-Athletics- High School & Middle School**

Schedule C-

P-3

(This schedule is 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 \$'s through the budget. )

	<u>17-18</u>	<u>18-19</u>
<b><u>Swimming-boys</u></b>		
Head Coach	6,243	6,322
Assistant	4,451	4,507
Dive	2,640	2,673
<b><u>Swimming-girls</u></b>		
Head Coach	6,243	6,322
Assistant	4,451	4,507
Dive	2,640	2,673
Middle School 7-8th	2,640	2,673
Middle School 7-8th	2,640	2,673
<b><u>Tennis-boys</u></b>		
Head Coach	4,279	4,333
B Squad	3,378	3,421
Middle School 7-8th	2,152	2,179
Middle School 7-8th	2,152	2,179
<b><u>Tennis-girls</u></b>		
Head Coach	4,279	4,333
B Squad	3,378	3,421
Middle School 7-8th	2,152	2,179
Middle School 7-8th	2,152	2,179
<b><u>Track &amp; Field-boys</u></b>		
Head Coach	5,549	5,619
Assistant	3,986	4,036
Assistant	3,986	4,036
Middle School 7-8th	2,293	2,322
Middle School 7-8th	2,293	2,322
<b><u>Track &amp; Field-girls</u></b>		
Head Coach	5,549	5,619
Assistant	3,986	4,036
Assistant	3,986	4,036
Assistant	3,986	4,036
Middle School 7-8th	2,293	2,322
Middle School 7-8th	2,293	2,322
<b><u>Volleyball</u></b>		
Head Coach	4,897	4,959
Junior Varsity	3,711	3,758
B Squad	3,638	3,684
9th grade	2,978	3,016
Middle School-8th	2,152	2,179
Middle School-8th	2,152	2,179
Middle School-7th	2,152	2,179
Middle School-7th	2,152	2,179
<b><u>Wrestling</u></b>		
Head Coach	6,504	6,586
Junior Varsity	5,219	5,285
9th grade	4,451	4,507
Middle School 7-8th	3,292	3,334
Middle School 7-8th	3,292	3,334
Middle School 7-8th	3,292	3,334

**Music, Drama, Speech & Clubs- High School Schedule C- P-4**  
 (This schedule is 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 \$'s through the budget. )

	<u>17-18</u>	<u>18-19</u>
<b><u>Theater Coordinator-High School</u></b>	4,337	4,392
<b><u>Musical Production (season)</u></b>		
Artistic Director	3,911	3,960
Choreographer	1,467	1,486
Musical Director	3,006	3,044
Technical Director	2,798	2,833
<b><u>Full Length Play Production</u></b>		
Artistic Director	3,911	3,960
Technical Director	2,798	2,833
Artistic Director	3,911	3,960
Technical Director	2,798	2,833
<b><u>Operetta or Varsity Show</u></b>		
Play Director	4,337	4,392
Assistant Director	2,656	2,690
<b><u>Speech Team</u></b>		
Speech Director	3,702	3,748
Assistant Coach	2,343	2,372
<b><u>Publications</u></b>		
Yearbook Advisor(offered as a activity)	5,472	5,540
Yearbook Advisor(offered as a class)	3,575	3,620
Yearbook Assistant Advisor	3,209	3,249
Newspaper Advisor	5,472	5,540
Newspaper Production Printing Coord.	4,243	4,296
<b><u>Music Activities</u></b>		
Band Director-9th-12th	1,706	1,727
Band Director-9th-12th	1,706	1,727
Marching Band Director-Fall-9th-12th	3,815	3,863
Marching Band Director-Summer-9th-12th	3,815	3,863
Pep Band Director-9th-12th	1,706	1,727
Color Guard-Summer-9th-12th	3,441	3,485
Color Guard-Fall-9th-12th	3,441	3,485
Drum Line-Summer-9th-12th	3,441	3,485
Drum Line-Fall-9th-12th	3,441	3,485
Jazz Ensembles-9th-12th	3,815	3,863
Orchestra Director-5th-12th	1,706	1,727
Orchestra Pit Performers 5@ 709/718	3,552	3,597



**Music, Drama, Speech & Clubs- Middle School Schedule C- P-6**  
 (This schedule is 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 \$'s through the budget. )

	<u>17-18</u>	<u>18-19</u>
<b><u>Theater Coordinator-Middle School</u></b>	2,151	2,178
<b><u>Musical Production</u></b>		
Artistic Director	2,668	2,702
Technical Director	1,544	1,564
Musical Director	1,659	1,679
<b><u>Full Length Play Production</u></b>		
Artistic Director	2,668	2,702
Technical Director	1,544	1,564
Line Coach	393	398
<b><u>Season Play</u></b>		
Play Director	1,840	1,863
Assistant Director	781	791
Play Director	1,840	1,863
Assistant Director	781	791
<b><u>Rookie Plays</u></b>		
Director	857	868
Director	857	868
Director	857	868
<b><u>Speech Team</u></b>		
Speech Director	2,863	2,899
Assistant Coach	1,776	1,799
Assistant Coach	1,776	1,799
Assistant Coach	1,776	1,799
<b><u>Publications</u></b>		
Annual	2,630	2,663
Newspaper	1,982	2,007
<b><u>Music Activities</u></b>		
Band Director 5th	1,388	1,406
Band Director 6th	1,388	1,406
Band Director 7th & 8th	1,388	1,406
Orchestra Director 5th, 6th, 7th & 8th	1,388	1,406
Vocal Director 7th & 8th	1,388	1,406
Vocal Director 5th, 6th	1,388	1,406
Jazz Ensembles 6th, 7th & 8th	1,659	1,679
Spiral Singers 6th, 7th & 8th	1,659	1,679

**Music, Drama, Speech & Clubs- Middle School Schedule C- P-7**

(This schedule is 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 \$'s through the budget )

	<u>17-18</u>	<u>18-19</u>
<b><u>Other- Middle School</u></b>		
Student Council	1,658	1,680
Knowledge Bowl	1,658	1,680
Spelling Bee Coach	1,658	1,680
<b>Clubs-</b>		
Academic Triathlon	1,658	1,680
Art Club	1,658	1,680
Book Orders	1,658	1,680
Chess Club	1,658	1,680
Fine Arts Club	1,658	1,680
Future Teachers	1,658	1,680
Geography Club	1,658	1,680
Industrial Club	1,658	1,680
M & M Club	1,658	1,680
Math Club	1,658	1,680
Outdoor Club	1,658	1,680
Peer Helpers/Conflict Managers	1,658	1,680
Photography Club	1,658	1,680
Printing and Engineering	1,658	1,680
Reality Check	1,658	1,680
Robotics	1,658	1,680
Rocket Club	1,658	1,680
Science Olympiad	1,658	1,680
Writing Center	1,658	1,680
Youth in Government	1,658	1,680

**Music- Elementary Schools**

**Schedule C-**

**P-8**

(This schedule is 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 \$'s through the budget. )

**17-18**

**18-19**

**Morning Elementary Choir Program**

Kennedy Elementary	1,157	1,172
Pinecrest Elementary	1,157	1,172
McAuliffe Elementary	1,157	1,172

## **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 179.70, Subd.1.

### **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 179.70, Subd. 1.

#### **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 (5) 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 twenty (20) days after the grievance occurred or twenty (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 fifteen (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 fifteen (15) days of the last informal meeting. The employer shall, within first (5) 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 (5) 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 twenty (20) days after the grievance occurred or twenty (20) days after the

grievants, through the use of reasonable diligence, should have know of the occurrence that gave rise to the grievance. The employer shall within five (5) 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 (7) 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 fifteen (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 (10) 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 (10) 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 (5) 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 (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the Laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to



be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

- 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.

**INDIVIDUAL TEACHER CONTRACT  
HASTINGS PUBLIC SCHOOLS**

The School Board of Independent School District No. 200 of the State of Minnesota, Hastings, Minnesota, at a meeting held on the 13th day of January, 2010 enters into this agreement, pursuant to M.S. 125.12, as amended, with \_\_\_\_\_ a qualified teacher who agrees to teach in the public schools of said district as a TEACHER for the school year 2009-10.

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

1. **Basic Services:** Said teacher shall faithfully perform the services of the above position as prescribed by the school district or its designated representative, abide by the rules and regulations as established by the school district and State Board of Education, for the annual salary indicated below, and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary certification.
2. **Duration:** This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota, relevant to qualifications, certification, employment, termination and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect, except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation, pursuant to M.S. 125.12, Subd. 4, as amended.
3. **Calendar:** School year and vacation days shall be those named on the school calendar as adopted by the school district, and the teacher agrees to teach on those legal holidays on which the school district is authorized to conduct school if the school board so determines.
4. **Additional Services:** The school district, or its designated representatives, may assign the teacher to extra-curricular, co-curricular, or other assignments subject to established compensation for such services which exceed the services prescribed in Paragraph 1. 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 until a qualified teacher is available to accept the assignment. Said extra-curricular, co-curricular or other assignments may be described in Paragraph 6 of this contract or letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment during the term of this contract. The school district, or its designated representative, may make any additions or amendments to these assignments during the term of the school year as shall be necessary. Said extra-curricular, co-curricular, or assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded following the assignment.
5. **Subject to Master Agreement:** This teacher contract shall be subject to the agreement between the school district and the exclusive representative and the provisions of the P.E.L.R.A.
6. **Special Provisions:** (Insert here any other contractual provisions). In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

*Shall be part of Continuing Contract if words "Continuing Contract" are recorded in this space.*

<u>Additional Service</u>	<u>Additional Compensation</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. **Compensation:** In consideration thereof, the school district agrees to pay said teacher the following compensation.

\$ \_\_\_\_\_ For basic services  
 \$ \_\_\_\_\_ For additional services as set forth in Paragraph 6  
 \$ \_\_\_\_\_ Total salary, exclusive of fringe benefits

This contract shall be effective only upon signature by the officers of the school board after authorization for such signatures has been taken by the school board in appropriate action in its minutes.

IN WITNESS THEREOF, I have subscribed  
my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2010

IN WITNESS THEREOF, we have subscribed  
our signatures this 13th day of January, 2010.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

**MEMORANDUM OF UNDERSTANDING**


Between  
EDUCATION MINNESOTA HASTINGS  
and the  
HASTINGS PUBLIC SCHOOLS (ISD 200)  
Regarding  
Negotiations Process


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

For the contract ending June 30<sup>th</sup> 2019, and in accordance with Article XVIII, the negotiations process shall commence, as provided for by the Master Agreement, on or about March 1<sup>st</sup>, but not later than March 15th, of the year in which the contract is scheduled to expire to allow for the negotiations process to be utilized to its fullest extent in reaching an agreement prior to the contract expiration date.

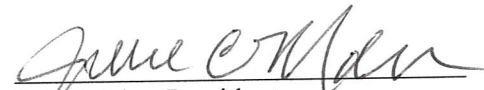
Effective this day, 4-25-2018


For the Hastings School District

  
Lisa Hedin, Board Chair

  
Tim Collins, Superintendent

For Education Minnesota - Hastings

  
Julie Malm, President

  
Jessie Holm, Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Between  
EDUCATION MINNESOTA HASTINGS  
and the  
HASTINGS PUBLIC SCHOOLS (ISD 200)  
Regarding  
Extended Contracts for 2017-18 & 2018-19 School Year

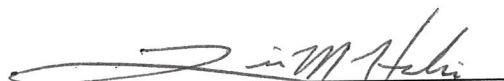
The purpose of this Memorandum of Understanding (MOU) is to recognize that the parties listed below are on an extended contract for the 2017- & 2018-19 school year.

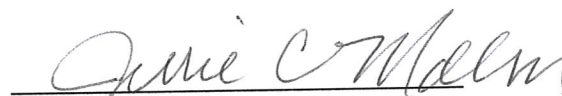
<u>Assignment</u>	<u>Extended Days</u>
MS Counselor	10
MS Counselor	10
MS Counselor	18
HS Counselor	18
HS Counselor	18
HS Counselor	18
HS Counselor	18
ALC Teacher/Coordinator	10
SPED Leadership	10
SPED Leadership	10
SPED Leadership	10
TOSA – Teaching & Learning	18


Effective this day: 4-25-2018


For the Hastings School District

For Education Minnesota-Hastings

  
Lisa Hedini, School Board Chair

  
Julie Malm, President

  
Tim Collins, Superintendent

  
Jessie Holm, Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**

**Between  
Education Minnesota - Hastings ISD 200  
And  
The Hastings School District  
Regarding  
Formation of a "Schedule C" Committee**

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


For the contract ending June 30<sup>th</sup> 2019, a "Schedule C" Committee will be formed, the purpose of which is to review and/or revise the current "Schedule C" contained in the contract by December 31<sup>st</sup> 2018.

The committee will be comprised of both members of the teacher's group and board members with a goal of ensuring the Schedule C stipends are based on uniform criteria established and agreed upon by the parties.

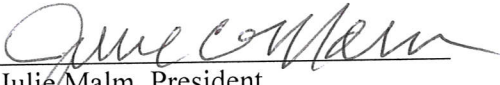
Effective this day, 4-25-2018

For the Hastings School District

  
\_\_\_\_\_  
Lisa Hedin, Board Chair

  
\_\_\_\_\_  
Tim Collins, Superintendent

For Education Minnesota - Hastings

  
\_\_\_\_\_  
Julie Malm, President

  
\_\_\_\_\_  
Jessie Holm, Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**  
**Early Childhood Special Education**  
**and**  
**Early Childhood Special Education Preschool (age 3-5)**  
**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, 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 2017-19 Collective Bargaining Agreement. The teachers shall provide services during the summer months for consistent programming as assigned by the superintendent or his/her designee 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.

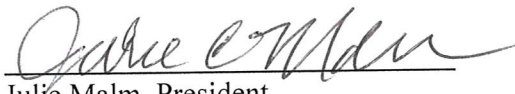
The teachers’ calendar will be developed annually in a collaborative effort between one (1) member from the Birth to Three team, the ECSE department head and one (1) administrator. Attendance at staff workshop days will be mutually agreed upon by the three team members who develop the teacher’s stretch calendar.

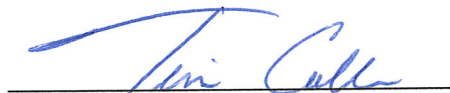
Effective this day: 4-25-2018

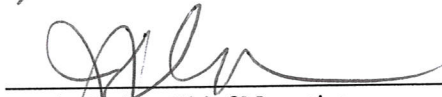
For Hastings Independent School District #200

For Education Minnesota-Hastings

  
\_\_\_\_\_  
Lisa Hedin, Board Chair

  
\_\_\_\_\_  
Julie Malm, President

  
\_\_\_\_\_  
Tim Collins, Superintendent

  
\_\_\_\_\_  
Jessie Holm, Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**

**Between  
Education Minnesota – Hastings  
and  
The Hastings School District  
Regarding  
Unrequested Leave**

This agreement is entered into between Education Minnesota – Hastings and ISD #200 - Hastings Public Schools:

WHEREASE, the Union and the District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act (“PELRA”), Minn. Stat. § 179A.01 etc. seq.; and

WHEREASE, the parties agree that statutory default language in Minn. Stat. § 122A.40, subdivision 11 governing unrequested leave of absence has been eliminated by the state legislature, effective July 1, 2019; and

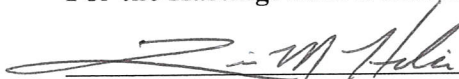
WHEREAS, state law under Minn. Stat. § 122A.40, subdivision 10 requires districts and exclusive representatives of teachers to negotiate a plan providing for unrequested leave of absence without pay or fringe benefits for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of district; and

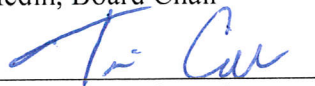
WHEREAS, the Union and District are jointly responsible for agreeing to an unrequested leave of absence process prior to the elimination of the statutory default;

Now therefore it is mutually agreed and understood:

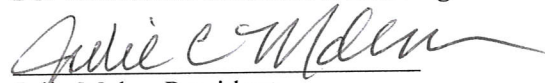
1. During the fall of 2018, the Union and District will meet to negotiate a complete process governing unrequested leave of absence; and
2. By January of 2019, the parties will submit the negotiated agreement via a Memorandum of Understanding (MOU) to a ratification vote according to the Union’s constitution and bylaws and the District’s school board policies; and
3. The terms of the MOU will govern until negotiations open of the 2019-2021 collective bargaining agreement at which time the unrequested leave of absence process will be incorporated into the collective bargaining agreement.


**For the Hastings School District:**

  
\_\_\_\_\_  
Lisa Hedin, Board Chair

  
\_\_\_\_\_  
Tim Collins, Superintendent

**For Education Minnesota Hastings:**

  
\_\_\_\_\_  
Julie Malm, President

  
\_\_\_\_\_  
Jessie Holm, Chief Negotiator

**MEMORANDUM OF UNDERSTANDING**

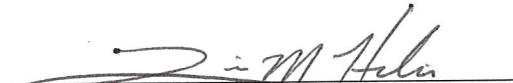
Between  
EDUCATION MINNESOTA HASTINGS  
and the  
HASTINGS PUBLIC SCHOOLS (ISD 200)  
Regarding  
Workshop/Staff Development Days


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

For the contract ending June 30<sup>th</sup> 2019 and in accordance with Article VI, Section 1, the calendar for the school year shall consist of 176 days and five (5) staff workshop days and three (3) staff development days for a total of 184 days. Of these 184 days, two (2) days will be early release days on which staff will meet with students for one half of the day and will use the remainder of the day for workshop/staff development.

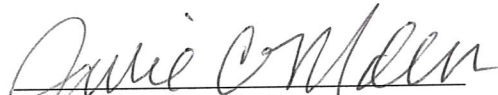
Effective this day, 4-25-2018


For the Hastings School District

  
\_\_\_\_\_  
Lisa Hedin, Board Chair

  
\_\_\_\_\_  
Tim Collins, Superintendent

For Education Minnesota - Hastings

  
\_\_\_\_\_  
Julie Malm, President

  
\_\_\_\_\_  
Jessie Holm, Chief Negotiator



**MEMORANDUM OF UNDERSTANDING**

Between  
EDUCATION MINNESOTA HASTINGS  
and the  
HASTINGS PUBLIC SCHOOLS (ISD 200)  
Regarding  
Collapsed Classroom Pay

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

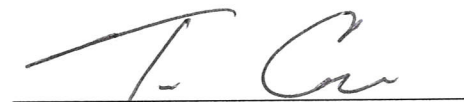
For the contract ending June 30<sup>th</sup> 2019, the practice of a collapsed classroom at the elementary level, will be utilized at the discretion of the building principal in situations where a substitute teacher cannot be secured for a classroom. A collapsed classroom is defined as the dispersing 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 (2) or more hours will compensated as follows:

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

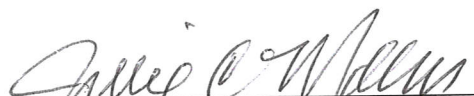
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For the Hastings School District

  
\_\_\_\_\_  
Lisa Hedin, Board Chair

  
\_\_\_\_\_  
Tim Collins, Superintendent

For Education Minnesota - Hastings

  
\_\_\_\_\_  
Julie Malm, President

  
\_\_\_\_\_  
Jessie Holm, Chief Negotiator

**Memorandum of Understanding  
Tax Deferral of Severance Pay**

Whereas, the 2002 Legislature has 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.

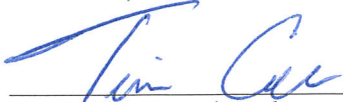
Be it therefore resolved that the parties agree to the following:

1. For those retirees who are single, an amount equal to the value of **50% (fifty percent)** of the amount defined in the parties' collective bargaining agreement will be placed into the retiree's 403(b) plan and the remaining **50% (fifty percent)** will be placed into a post-retirement health care savings 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. For those retirees who are married, an amount equal to the value of **25% (twenty five percent)** of the amount defined in the parties' collective bargaining agreement will be placed into the retiree's 403(b) plan and the remaining **75% (seventy five percent)** will be placed into a post-retirement health care savings plan. The post retirement savings plan shall be the Minnesota State Retirement System plan. The retiree will not receive any direct payment from the school district for severance pay.
3. The school district's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).
4. The school district contribution(s) in the EdMN (Education/Minnesota) ESI (Economic Services Incorporated) account will be made according to the same timeline as was provided for the direct payment of severance pay. The school will deposit effective September 1<sup>st</sup>, the entire contribution toward the Minnesota Health Care Savings Plan.
5. The school district will only make contributions to the EM ESI plan contingent upon receipt of hold harmless being on file. For purposes of calculating the maximum deferral limit, the employer will provide the retiree with contribution information for the previous twelve (12) months. The employer will then submit the calculation of maximum deferral from the vendor.
6. This is the full and complete agreement of the parties on this issue, There are no other oral or implied agreements.
7. This agreement does not set any precedent for any future issue.

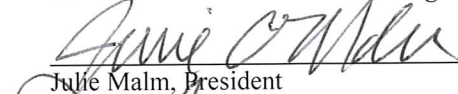
Effective this day: 4-25-2018

**For the Hastings School District**

  
\_\_\_\_\_  
Lisa Hedin, School Board Chair

  
\_\_\_\_\_  
Tim Collins, Superintendent

**For Education Minnesota-Hastings**

  
\_\_\_\_\_  
Julie Malm, President

  
\_\_\_\_\_  
Jessie Holm, Chief Negotiator