

AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT
NO. 200**

And

Education Minnesota Hastings



**Effective
July 1, 2019 through June 30, 2021**

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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 style="text-align: center;"><u>ARTICLE IV</u> SCHOOL BOARD RIGHTS</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"><u>ARTICLE V</u> TEACHER RIGHTS</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 15th 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.

<p style="text-align: center;"><u>ARTICLE VI</u> LENGTH OF THE SCHOOL YEAR</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 186th day will occur. Payment of the 186th 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.

ARTICLE VII
PROFESSIONAL TEACHING DAY

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 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.

ARTICLE VIII
RATES OF PAY

Section 1. 2019-2020 and 2020-2021 Rates of Pay

Subd. 1.

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2019-2020 and 2020-2021 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 or designee 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 1/7th of Step G/BA+45 which equals \$7,482 for the 2019-2020 and \$7,628 for the 2020-2021 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:

2019-2020 Step B of the B.A. lane of the teachers' 2019-2020 salary schedule
= \$226.45 per day. (Based upon 184 days)

2020-2021 Step B of the B.A. lane of the teachers' 2020-2021 salary schedule
= \$230.86 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.

A licensed teacher hired to fulfill an extended-term substitute position of 31-85 consecutive days will earn the following leave:

One (1) day of sick leave per 20 days of the consecutive assignment, not to exceed 4 days. These days will not carry over from a previous assignment.

In rare cases, the Superintendent may grant one (1) personal day when the teacher is unable to report to their assignment due to circumstances not related to illness. Permission from the Superintendent must be obtained at least 2 weeks in advance of the absence or as soon as possible.

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’ 2019-2020 and 2020-2021 salary schedules on a pro rata daily rate per the following formula:

$$\frac{\text{2019-2020 annual salary for step and lane}}{184}$$

$$\frac{\text{2020-2021 annual salary for step and lane}}{184}$$

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 2019-2020 school year and 184 for the 2020-2021 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.

Subd. 6.

In rare cases a licensed teacher hired to fulfill a long-term position, 86+ days, will be allowed one (1) personal day with the permission of the Superintendent when the teacher is unable to report to their assignment due to circumstances not related to illness. Permission from the Superintendent must be obtained at least 2 weeks in advance of the absence or as soon as possible.

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

Subd. 1.

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

Subd. 2. **Calendar**

The parties agree that the ECP programs may be conducted on a calendar different from the regular school calendar. Any modifications of the regular school calendar teachers shall be based upon the needs of the program. The ECP program schedule will be jointly planned by 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) 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 ECP teachers shall be pro-rated pursuant to this subdivision.

<p><u>ARTICLE IX</u> EXTRA COMPENSATION</p>

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

Department Size			2019-20	2020-21
1-5	Class Sections	1 Teacher	\$1,506	\$1,535
6-15	Class Sections	2-3 Teachers	\$1,749	\$1,783
16-30	Class Sections	4-6 Teachers	\$1,993	\$2,032
31-45	Class Sections	7-9 Teachers	\$2,237	\$2,281
46-60	Class Sections	10-12 Teacher	\$2,483	\$2,531
61-75	Class Sections	13-15 Teachers	\$2,726	\$2,779
76-90	Class Sections	16-18 Teacher	\$2,971	\$3,029
91-105	Class Sections	19 and over Teachers	\$3,215	\$3,278

<p><u>ARTICLE X</u> GROUP INSURANCE</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, 2019, 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.

Effective July 1, 2020, 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, 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 pro-rated 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.

<p style="text-align: center;">ARTICLE XI LEAVES OF ABSENCE</p>
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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 a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6.

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 1st of each year.

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

If a teacher does not communicate their response by June 1st, 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.

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:

2019-2020 School Year	Number of compensated days divided by 184 days = the fraction of school district contribution per annum
2020-2021 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.)

<u>ARTICLE XII</u> TEACHER EVALUATION
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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.

ARTICLE XIII
UNREQUESTED LEAVE OF ABSENCE AND
SENIORITY POLICY

Section 1. Unrequested leave of absence.

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

Subd. 1. Continuing contract teachers:

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

Subd. 2. Exceptions for licensure:

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

Section 2. Notice to teachers.

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

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

Section 3. Right to a hearing and decision:

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

Section 4. Final board action.

Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the hearing officer decision.

Section 5. Reinstatement:

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

Section 6. Vacancies and notification:

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

Section 7. Seniority:

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

Section 8. Ties in Seniority:

In the event two or more teachers commenced employment with the district 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 the 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 9. Benefits while on leave.

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

Section 10. Employment rights during leave:

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

Section 11. Continuing contract rights and service credits:

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

Section 12. Unemployment benefits while on ULA:

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

Section 13. Terminations:

The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Section 14. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of licenses and Certificates:

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

Subd. 2. Preparation and posting of seniority and licensure lists:

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

Subd. 3. Request for change:

A teacher who disputes their standing in the list promulgated by the school district may process a grievance pursuant to the grievance procedure.

Subd. 4. Final list:

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

Section 15. Vacancies and posting process:

Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

Subd. 1. Posting:

The posting shall be made in each building, with a copy to the Union.

Subd. 2. Dates:

Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3. Application:

Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

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

Subd. 4. Summer posting rules:

During the summer, the District shall send a copy of the posting to the Union and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15 for at least five (5) days after the posting has been made. After July 15, vacancies must be posted for at least three (3) days before being filled.

Subd. 5: Exceptions:

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

<p><u>ARTICLE XIV</u> TEACHER TRANSFERS</p>

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.

<p><u>ARTICLE XV</u> SEVERANCE PAY</p>
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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.

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

Subd. 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.

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

Subd. 2b.

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

Subd. 2c.

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

Subd. 3 **Participation**

Subd. 3a.

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

Subd. 3b.

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

Subd. 3c.

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.

<p style="text-align: center;"><u>ARTICLE XVI</u> Teacher Support / Mentorship</p>
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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.

<p style="text-align: center;"><u>ARTICLE XVII</u> <u>MISCELLANEOUS</u></p>

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 5th and 20th 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 1st 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 5th.

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 20th 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 5th through August 20th.

Section 5. Jury Duty and Other Legal Commitments

Teachers called for jury duty, disposition, subpoena or to give testimony before an 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, 2019, through June 30, 2021, 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, 2021. 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:

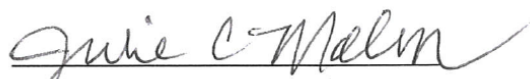
Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement.

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


Scott Gergen, Board Chairperson


Tim Collins, Superintendent

Date: 9/18/2019

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.

2019-2020 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
1 B	41,666	42,251	42,835	43,336	45,286	45,827	46,484	47,153	47,831
2 C	42,668	43,393	44,507	45,064	47,293	47,777	48,464	49,163	49,872
3 D	44,173	44,953	46,066	46,680	49,353	49,818	50,536	51,264	52,004
4 E	45,844	46,401	47,626	48,407	51,415	51,948	52,697	53,458	54,232
5 F	47,405	48,184	49,409	50,412	53,644	54,173	54,956	55,751	56,559
6 G	48,953	49,658	50,964	52,373	56,050	56,863	57,685	58,521	59,371
7 H	50,714	51,526	52,802	54,617	58,837	59,688	60,556	61,436	62,328
8 I	52,544	53,303	54,711	56,961	61,767	62,664	63,575	64,501	65,438
9 J	53,809	55,229	56,688	59,409	64,849	65,791	66,750	67,722	68,708
10 K	55,108	57,228	58,740	61,564	67,646	68,632	69,634	70,648	71,679
11 M	56,712	58,898	61,617	64,583	70,973	72,008	73,058	74,126	75,208
12 N	57,534	59,753	62,512	65,522	72,008	73,058	74,126	75,208	76,309
13 O	58,367	60,620	63,421	66,476	73,058	74,126	75,208	76,309	77,424

Longevity

14 o-1	-	-	63,421	66,476	73,058	74,126	75,208	76,309	77,424
15 o-2	-	-	63,421	66,476	73,058	74,126	75,208	76,309	77,424
16 o-4	-	-	-	66,476	73,058	74,126	75,208	76,309	77,424
17 P-L	-	-	-	69,013	75,342	76,395	77,691	78,891	80,478
18 p-1	-	-	-	69,013	75,342	76,395	77,691	78,891	80,478
19 p-2	-	-	-	69,013	75,342	76,395	77,691	78,891	80,478
20 p-3	-	-	-	69,013	75,342	76,395	77,691	78,891	80,478
21 Q-L	-	-	-	74,091	79,906	80,932	82,657	84,057	86,588

2020-2021 Salary Schedule

	STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
1	B	42,478	43,075	43,670	44,181	46,169	46,721	47,390	48,072	48,764
2	C	43,500	44,239	45,375	45,943	48,215	48,709	49,409	50,122	50,845
3	D	45,034	45,830	46,964	47,590	50,315	50,789	51,521	52,264	53,018
4	E	46,738	47,306	48,555	49,351	52,418	52,961	53,725	54,500	55,290
5	F	48,329	49,124	50,372	51,395	54,690	55,229	56,028	56,838	57,662
6	G	49,908	50,626	51,958	53,394	57,143	57,972	58,810	59,662	60,529
7	H	51,703	52,531	53,832	55,682	59,984	60,852	61,737	62,634	63,543
8	I	53,569	54,342	55,778	58,072	62,971	63,886	64,815	65,759	66,714
9	J	54,858	56,306	57,793	60,567	66,114	67,074	68,052	69,043	70,048
10	K	56,183	58,344	59,885	62,764	68,965	69,970	70,992	72,026	73,077
11	M	57,818	60,047	62,819	65,842	72,357	73,412	74,483	75,571	76,675
12	N	58,656	60,918	63,731	66,800	73,412	74,483	75,571	76,675	77,797
13	O	59,505	61,802	64,658	67,772	74,483	75,571	76,675	77,797	78,934

Longevity

14	o-1	-	-	64,658	67,772	74,483	75,571	76,675	77,797	78,934
15	o-2	-	-	64,658	67,772	74,483	75,571	76,675	77,797	78,934
16	o-4	-	-	-	67,772	74,483	75,571	76,675	77,797	78,934
17	P-L	-	-	-	70,359	76,811	77,885	79,206	80,429	82,047
18	p-1	-	-	-	70,359	76,811	77,885	79,206	80,429	82,047
19	p-2	-	-	-	70,359	76,811	77,885	79,206	80,429	82,047
20	p-3	-	-	-	70,359	76,811	77,885	79,206	80,429	82,047
21	Q-L	-	-	-	75,536	81,464	82,510	84,269	85,696	88,276

Schedule B

updated 6-30-19

(qualify for contribution under article XV, section 5)

Ascherman, Theresa

Cooper, Carlyn

Destross, Jeff

Dewall, John

Dressen, Nicholas

Foster, Scott

Hanson, James

Rebarchik, Pat

Ruder, William

Sande, Jennifer

Westre, Margaret

Williams, Carolyn

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>19-20</u>	<u>20-21</u>
<u>Adapted Athletics</u>	1,694	1,728
<u>Athletic Director-Middle School</u>	6,718	6,850
<u>Cheerleader Head</u>	3,547	3,617
<u>Cheerleader Assistant</u>	2,223	2,267
<u>Danceline</u>	2,599	2,650
<u>Equipment Manager-High School</u>	6,449	6,575
<u>Weight Room- High School</u>	4,753	4,846
<u>Baseball</u>		
Head Coach	5,732	5,844
Junior Varsity	3,861	3,937
B Squad	3,828	3,903
9th Grade	3,196	3,259
Middle School-8th	2,243	2,287
Middle School-8th	2,243	2,287
Middle School-7th	2,243	2,287
Middle School-7th	2,243	2,287
<u>Basketball-boys</u>		
Head Coach	6,718	6,850
Assistant	5,031	5,130
B Squad	4,736	4,829
9th Grade	4,598	4,688
Middle School-8th	2,721	2,775
Middle School-8th	2,721	2,775
Middle School-7th	2,721	2,775
Middle School-7th	2,721	2,775
<u>Basketball-girls</u>		
Head Coach	6,718	6,850
Assistant	5,031	5,130
B Squad	4,736	4,829
9th Grade	4,598	4,688
Middle School-8th	2,721	2,775
Middle School-8th	2,721	2,775
Middle School-7th	2,721	2,775
Middle School-7th	2,721	2,775
<u>Cross Country-boys & girls</u>		
Head Coach	4,874	4,970
Assistant	3,621	3,692
Middle School 7-8th	2,223	2,267
<u>Football</u>		
Head Coach	6,718	6,850
Assistant	5,031	5,130
Assistant	5,031	5,130
Assistant	5,031	5,130
B Squad-Head	4,598	4,688
B Squad-Assistant	4,066	4,146
9th Grade	4,066	4,146
9th Grade	4,066	4,146
Middle School-8th	2,471	2,520
Middle School-8th	2,471	2,520
Middle School-8th	2,471	2,520
Middle School-8th	2,471	2,520
Middle School-7th	2,471	2,520
Middle School-7th	2,471	2,520
Middle School-7th	2,471	2,520

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>19-20</u>	<u>20-21</u>
<u>Golf-boys</u>		
Head Coach	4,221	4,304
Assistant-JV	3,004	3,063
<u>Golf-girls</u>		
Head Coach	4,221	4,304
Assistant-JV	3,004	3,063
<u>Gymnastics</u>		
Head Coach	5,258	5,361
Assistant	3,925	4,002
Middle School-Head	2,528	2,578
Middle School-Assistant	2,076	2,117
<u>Hockey-boys</u>		
Head Coach	6,713	6,844
Assistant	5,117	5,217
Junior Varsity	4,964	5,061
<u>Hockey-girls</u>		
Head Coach	6,713	6,844
Assistant	5,117	5,217
Junior Varsity	4,964	5,061
<u>Lacrosse-boys</u>		
Head Coach	5,732	5,844
Assistant	4,117	4,198
<u>Lacrosse-girls</u>		
Head Coach	5,732	5,844
Assistant	4,117	4,198
<u>Skiing-Nordic or Cross Country</u>		
Head Coach	4,996	5,094
Assistant	3,756	3,830
Middle School 7-8th	1,805	1,841
<u>Skiing-Alpine or Slalom</u>		
Head Coach	4,874	4,970
Assistant	4,195	4,277
<u>Soccer-boys</u>		
Head Coach	5,732	5,844
Junior Varsity/B Squad	3,748	3,822
C Squad	3,171	3,233
Middle School 7-8th	2,239	2,283
Middle School 7-8th	2,239	2,283
<u>Soccer-girls</u>		
Head Coach	5,732	5,844
Junior Varsity/B Squad	3,748	3,822
C Squad	3,171	3,233
Middle School 7-8th	2,239	2,283
Middle School 7-8th	2,239	2,283
<u>Softball</u>		
Head Coach	5,732	5,844
Assistant	3,861	3,937
B Squad	3,827	3,902
9th grade	3,195	3,258
Middle School-8th	2,243	2,287
Middle School-8th	2,243	2,287
Middle School-7th	2,243	2,287
Middle School-7th	2,243	2,287

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>19-20</u>	<u>20-21</u>
<u>Swimming-boys</u>		
Head Coach	6,449	6,575
Assistant	4,598	4,688
Dive	2,727	2,781
<u>Swimming-girls</u>		
Head Coach	6,449	6,575
Assistant	4,598	4,688
Dive	2,727	2,781
Middle School 7-8th	2,727	2,781
Middle School 7-8th	2,727	2,781
<u>Tennis-boys</u>		
Head Coach	4,420	4,507
B Squad	3,490	3,559
Middle School 7-8th	2,223	2,267
Middle School 7-8th	2,223	2,267
<u>Tennis-girls</u>		
Head Coach	4,420	4,507
B Squad	3,490	3,559
Middle School 7-8th	2,223	2,267
Middle School 7-8th	2,223	2,267
<u>Track & Field-boys</u>		
Head Coach	5,732	5,844
Assistant	4,117	4,198
Assistant	4,117	4,198
Middle School 7-8th	2,369	2,416
Middle School 7-8th	2,369	2,416
<u>Track & Field-girls</u>		
Head Coach	5,732	5,844
Assistant	4,117	4,198
Assistant	4,117	4,198
Assistant	4,117	4,198
Middle School 7-8th	2,369	2,416
Middle School 7-8th	2,369	2,416
<u>Volleyball</u>		
Head Coach	5,059	5,158
Junior Varsity	3,834	3,909
B Squad	3,758	3,832
9th grade	3,077	3,138
Middle School-8th	2,223	2,267
Middle School-8th	2,223	2,267
Middle School-7th	2,223	2,267
Middle School-7th	2,223	2,267
<u>Wrestling</u>		
Head Coach	6,718	6,850
Junior Varsity	5,391	5,497
9th grade	4,598	4,688
Middle School 7-8th	3,401	3,468
Middle School 7-8th	3,401	3,468
Middle School 7-8th	3,401	3,468

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>19-20</u>	<u>20-21</u>
<u>Theater Coordinator-High School</u>	4,480	4,568
<u>Musical Production (season)</u>		
Artistic Director	4,010	4,061
Choreographer	1,505	1,524
Musical Director	3,083	3,122
Technical Director	2,869	2,905
<u>Full Length Play Production</u>		
Artistic Director	4,010	4,061
Technical Director	2,869	2,905
Artistic Director	4,010	4,061
Technical Director	2,869	2,905
<u>Operetta or Varsity Show</u>		
Play Director	4,447	4,503
Assistant Director	2,724	2,759
<u>Speech Team</u>		
Speech Director	3,795	3,843
Assistant Coach	2,402	2,432
<u>Publications</u>		
Yearbook Advisor(offered as a activity)	5,609	5,679
Yearbook Advisor(offered as a class)	3,665	3,711
Yearbook Assistant Advisor	3,290	3,331
Newspaper Advisor	5,609	5,679
Newspaper Production Printing Coord.	4,350	4,404
<u>Music Activities</u>		
Band Director-9th-12th	1,749	1,771
Band Director-9th-12th	1,749	1,771
Marching Band Director-Fall-9th-12th	3,911	3,960
Marching Band Director-Summer-9th-12th	3,911	3,960
Pep Band Director-9th-12th	1,749	1,771
Color Guard-Summer-9th-12th	3,529	3,573
Color Guard-Fall-9th-12th	3,529	3,573
Drum Line-Summer-9th-12th	3,529	3,573
Drum Line-Fall-9th-12th	3,529	3,573
Jazz Ensembles-9th-12th	3,911	3,960
Orchestra Director-5th-12th	1,749	1,771
Orchestra Pit Performers 5@ 728/737	3,642	3,688

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>19-20</u>	<u>20-21</u>
<u>Theater Coordinator-Middle School</u>	2,222	2,266
<u>Musical Production</u>		
Artistic Director	2,757	2,811
Technical Director	1,596	1,628
Musical Director	1,712	1,745
<u>Full Length Play Production</u>		
Artistic Director	2,757	2,811
Technical Director	1,596	1,628
Line Coach	406	414
<u>Season Play</u>		
Play Director	1,901	1,939
Assistant Director	807	823
Play Director	1,901	1,939
Assistant Director	807	823
<u>Rookie Plays</u>		
Director	886	904
Director	886	904
Director	886	904
<u>Speech Team</u>		
Speech Director	2,957	3,015
Assistant Coach	1,835	1,871
Assistant Coach	1,835	1,871
Assistant Coach	1,835	1,871
<u>Publications</u>		
Annual	2,717	2,770
Newspaper	2,048	2,088
<u>Music Activities</u>		
Band Director 5th	1,435	1,463
Band Director 6th	1,435	1,463
Band Director 7th & 8th	1,435	1,463
Orchestra Director 5th, 6th, 7th & 8th	1,435	1,463
Vocal Director 7th & 8th	1,435	1,463
Vocal Director 5th, 6th	1,435	1,463
Jazz Ensembles 6th, 7th & 8th	1,712	1,745
Spiral Singers 6th, 7th & 8th	1,712	1,745

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>19-20</u>	<u>20-21</u>
<u>Other- Middle School</u>		
Student Council	1,714	1,748
Knowledge Bowl	1,714	1,748
Spelling Bee Coach	1,714	1,748
Clubs-		
Academic Triathlon	1,714	1,748
Art Club	1,714	1,748
Book Orders	1,714	1,748
Chess Club	1,714	1,748
Fine Arts Club	1,714	1,748
Future Teachers	1,714	1,748
Geography Club	1,714	1,748
Industrial Club	1,714	1,748
M & M Club	1,714	1,748
Math Club	1,714	1,748
Outdoor Club	1,714	1,748
Peer Helpers/Conflict Managers	1,714	1,748
Photography Club	1,714	1,748
Printing and Engineering	1,714	1,748
Reality Check	1,714	1,748
Robotics	1,714	1,748
Rocket Club	1,714	1,748
Science Olympiad	1,714	1,748
Writing Center	1,714	1,748
Youth in Government	1,714	1,748

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.)

19-20

20-21

Morning Elementary Choir Program

Kennedy Elementary	1,196	1,220
Pinecrest Elementary	1,196	1,220
McAuliffe Elementary	1,196	1,220

**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.

Additional Service

Additional Compensation

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.

_____ Chairperson

_____ Clerk

_____ Teacher

MEMORANDUM OF UNDERSTANDING

**Between
Education Minnesota - Hastings ISD 200
And
The Hastings School District
Regarding
Behavior Support Committee**

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

The Hastings Board of Education and the member of Education Minnesota – Hastings recognize in order for the needs of the students and the needs of the staff to be appropriately understood and met, the parties need to establish an ongoing dialogue about district wide student discipline issues.

Due to the wide range of ages and discipline issues across the district, each party shall appoint their own representatives to the Behavior Support Committee.

For the district:

- The superintendent (the superintendent will also attend and will facilitate the discussion).
- An administrator from each site.
- A representative of Special Ed Leadership.
- A member of the school board.

For Education Minnesota-Hastings

- Education MN-Hastings President
- Education MN-Hastings Lead Negotiator
- A teacher from each of the following levels to be determined by Ed MN-Hastings: elementary, middle school, high school, community ed.

The committee shall:

- Convene at least four (4) times during the school year.
- Review each site's submitted behavior plans (created by administration and teachers).
- Assist in revising Policy 506 – Student Discipline.
- Address, track and discuss concerns across district classrooms.
- Ensure all staff are educated on their specific building plan by the end of October each year.

The tentative schedule is as follows:

- October
- December
- February
- April

The dates the Behavior Support Committee are to meet will be mutually agreed upon prior to the start of the school year.

Effective this day, _____

For the Hastings School District

For Education Minnesota - Hastings

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

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 30th 2021, 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

Effective this day, _____

For the Hastings School District

For Education Minnesota - Hastings

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

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 30th 2019 and in accordance with Article VI, Section 1, the calendar for the school year shall consist of 176 days and six (6) staff workshop days and four (4) staff development days for a total of 184 days. These days may be a half-day staff development and a half-day workshop in some cases.

Effective this day, _____

For the Hastings School District

For Education Minnesota - Hastings

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

Jessie Holm, Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Between
EDUCATION MINNESOTA HASTINGS
and the
HASTINGS PUBLIC SCHOOLS (ISD 200)
Regarding
Extended Contracts for 2019-20 & 2020-21 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 2019-20 & 2020-21 school year.

<u>Assignment</u>	<u>Extended Days</u>
MS Counselor	10
MS Counselor	10
MS Counselor	18
HS Counselor	10
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
TOSA – Equity Coordinator	10

Effective this day: _____

For the Hastings School District

For Education Minnesota-Hastings

Scott Gergen, School 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
ECP Classroom Instruction/Prep Time**

Education Minnesota – Hastings and the Hastings School District agree to the following for the 2019 – 2021 school years:

Whereas the current master agreement states in Article VIII, Section 12, Subd. 3:

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.

1. The parties agree that in order to adhere to the contract language not exceed 28 hours of classroom instruction, the 15 minutes of parent/student contact time after class will be considered additional prep time rather than classroom instruction time.
2. This agreement shall not be precedent setting nor will it be considered past practice.
3. The Hastings School District realizes and understands if they wish to modify the master agreement in the future, they must contact Education Minnesota – Hastings and the two parties must agree on the proposed modifications.

Effective this day, _____

For the Hastings School District:

For Education Minnesota Hastings:

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

Jessie Holm, Chief Negotiator

MEMORANDUM OF UNDERSTANDING
Between
EDUCATION MINNESOTA HASTINGS
and the
HASTINGS PUBLIC SCHOOLS (ISD 200)
Regarding
Middle School Lunchroom Supervision Pay

The Hastings School District and Education Minnesota-Hastings agree to the following for the 2019 -20 & 2020-21 school years:

Whereas the current master agreement states in Article VII, Section 4:

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.

1. The parties agree to the practice of a utilizing a licensed teacher(s) to supervise the lunchroom when necessary and/or when a paraprofessional is not available to supervise. The period of time the teacher will be supervising will align with their duty free lunch hour, and loss of such will result in additional pay as listed below.
 - \$15.00 per 25 minute lunch period
2. This agreement shall not be precedent setting nor will it be considered past practice.
3. The Hastings School District realizes and understands if they wish to modify the master agreement in the future, they must contact Education Minnesota – Hastings and the two parties must agree on the proposed modifications.

Effective this day, _____

For the Hastings School District

For Education Minnesota - Hastings

Scott Gergen, 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
Additional Class in lieu of Prep**

Education Minnesota – Hastings and the Hastings School District agree to the following for the 2019–2020 & 2020-2021 school years:

Whereas the current master agreement states in Article VIII Section 9 Extra Class does not address the six (6) period day at the Hastings Middle School.

Section 9. Extra Class

A teacher who is regularly assigned an extra class shall be compensated at the rate of 1/7th of Step G/BA+45 which equals \$7,482 for the 2019-2020 and \$7,628 for the 2020-2021 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.

1. The parties agree a sixth class in the middle school (based on a six (6) period day) may be assigned by mutual agreement of the principal, teacher and exclusive representative, in lieu of a prep period.
2. Teachers accepting the assignment of the teaching of a sixth class are to receive additional compensation of one-sixth of the teacher’s salary, or one sixth of Step G, BA+45, whichever is greater and pro-rated for the period of the assignment.
3. It is recognized that in order to create a safe environment for students and staff, the teacher may be asked to be in the halls during the students’ passing time between periods. The teacher shall have no other advisory or duty time scheduled into the teacher’s day.
4. This agreement shall not be precedent setting nor will it be considered past practice.
5. This agreement sunsets at the end of each school year.
6. The Hastings School District realizes and understands if they wish to modify the master agreement in the future, they must contact Education Minnesota – Hastings and the two parties must agree on the proposed modifications.

Effective this day, _____

For the Hastings School District:

For Education Minnesota Hastings:

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

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 **100% (one hundred percent)** of the amount defined in the parties' collective bargaining agreement will be placed into the retiree's 403(b) plan and the remaining **0% (zero 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 **100% (one hundred percent)** of the amount defined in the parties' collective bargaining agreement will be placed into the retiree's 403(b) plan and the remaining **0% (zero 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 1st, 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: _____

For the Hastings School District

For Education Minnesota-Hastings

Scott Gergen, School Board Chair

Julie Malm, President

Tim Collins, Superintendent

Jessie Holm, Chief Negotiator

MEMORANDUM OF UNDERSTANDING

**Between
EDUCATION MINNESOTA HASTINGS
and the
HASTINGS PUBLIC SCHOOLS (ISD 200)
Regarding
Reimbursement for
Personal Property Damage**

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

The district shall reimburse employees of this bargaining unit for the cost of replacement or repair of personal property, damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaging in the performance of his or her assigned duties. The maximum reimbursement is \$500 per incident based on receipts and/or a police report. The incident must also be reported to the principal in charge within 48 hours. Reimbursement made under this Article is gratuitous payment and does not indicate that the district has accepted liability for the incident.

Effective this day, _____

For the Hastings School District

For Education Minnesota - Hastings

Scott Gergen, 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
Elementary Specialist Prep Time**

Education Minnesota – Hastings and the Hastings School District agree to the following for the 2019 – 2021 school year:

Whereas the current master agreement states in Article VII Section 6, Subd. 1 & 2:

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.

1. The parties agree that in the case of Elementary Specialists (Music, Phy-ed, Art) the current practice of prep time being in blocks defined as no less than 25 minutes will continue, with the remainder of the 240 minutes of prep time to be taken at another time during the duty day.
2. This agreement shall not be precedent setting nor will it be considered past practice.
3. The Hastings School District realizes and understands if they wish to modify the master agreement in the future, they must contact Education Minnesota – Hastings and the two parties must agree on the proposed modifications.

Effective this day, _____

For the Hastings School District:

For Education Minnesota Hastings:

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

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, occupational therapists, speech & language pathologist, hereinafter “Teachers”, will provide services through a stretch school calendar which starts July 1 and ends June 30. Their yearly period of employment shall not exceed the number of required calendar work days in the 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 stretch calendar parameters 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 parameters.

Effective this day: _____

For Hastings Independent School District #200

For Education Minnesota-Hastings

Scott Gergen, Board Chair

Julie Malm, President

Tim Collins, Superintendent

Jessie Holm, Chief Negotiator