INDEPENDENT
SCHOOL DISTRICT #200

Master Agreement

2025-2026
2026-2027

Education Minnesota Hastings Educational Support Professionals

TABLE OF CONTENTS

ARTICLE I - PURPOSE 1
ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE 1
Section 1 - Recognition 1
Section 2 - Appropriate Unit 1
ARTICLE III - DEFINITIONS 1
Section 1 - Terms and Conditions of Employment 1
Section 2 - Employee 1
Section 3 - Domestic Partner 2
Section 4 - Work Year 2
Section 5 - Other Terms 2
ARTICLE IV - DISTRICT RIGHTS 2
Section 1 - Inherent Managerial Rights 2
Section 2 - Management Responsibilities 2
Section 3 - Effect of Laws and Regulations 2
ARTICLE V - EXCLUSIVE REPRESENTATIVE AND EMPLOYEE RIGHTS 2
Section 1 - Right to Views 2
Section 2 - Right to Join 3
Section 3 - Request for Dues Check Off 3
Section 4 - New Hire Union Meeting 3
Section 5 - Personnel Files 3
Section 6 - School Equipment and Facilities 4
ARTICLE VI - LENGTH OF SCHOOL YEAR AND WORK DAY 4
Section 1 - Training Days 4
Section 2 - IEP Meetings 4
Section 3 - Hours: Basic Work Day, Lunch, and Breaks 4
ARTICLE VII - PROBATIONARY PERIOD 5
Section 1 - Probationary Period 5
ARTICLE VIII - POSITIONS AND WAGE RATES 5
Section 1 - Positions and Wage Rates 5
Section 2 - Experience 6
Section 3 - Paraprofessional Certification 6
Section 4 - Step Increase Status 6
Section 5 - Mileage Allowance 6
ARTICLE IX - JOB POSTINGS AND TRANSFERS 6
Section 1 - Postings 6
Section 2 - Grade Level/Assignment Transition 6
Section 3 - Moving to a Lower Grade 7
Section 4 - Transfer or Change of Assignment 7
ARTICLE X - GROUP INSURANCE 7

Section 1 - Affordable Care Act 7
Section 2 - Selection of Carrier 7
Section 3 - Medical-Hospitalization Insurance 7
Section 4 - Life Insurance 10
Section 5 - Dental Insurance 10
Section 6 - Long Term Disability Insurance 10
ARTICLE XI - LEAVES OF ABSENCE 10
Section 1 - Sick/ESST Leave 10
Section 2 - Paid Family Medical Leave (PFML) 12
Section 3 - Bereavement Leave 12
Section 4 - Emergency Closing and E-Learning Days 12
Section 5 - Jury Duty and Other Legal Commitments 13
Section 6 - Requests for Unpaid Days 13
Section 7 - Worker's Compensation 13
Section 8 - Parental Leave 14
Section 9 - Education Leave 15
Section 10 - Unpaid Leaves 15
ARTICLE XII - HOLIDAY PAY AND DISCRETIONARY LEAVE 15
Section 1 - Eligibility 15
Section 2 - Holiday Pay 16
Section 3 - Discretionary Leave 16
ARTICLE XIII - SENIORITY AND LAYOFF 17
Section 1 - Seniority or Seniority Date 17
Section 2 - Job Classification 17
Section 3 - Preparation of Seniority List 17
Section 4 - Ties in Seniority 17
Section 5 - Layoff and Recall 18
Section 6 - Benefits While on Layoff 18
Section 7 - Employment Rights During Leave 18
Section 8 - Seniority Credit 18
Section 9 - Unemployment Benefits While on Layoff 18
Section 10 - Assignment 18
ARTICLE XIV - RETIREMENT AND SEVERANCE 18
Section 1 - Eligibility 18
Section 2 - Severance Amount 19
Section 3 - Severance Caps 19
Section 4 - Severance Payments 19
Section 5 - Survivor Benefit 19
ARTICLE XV - MATCHING CONTRIBUTION PLAN 403B 19
Section 1 - Eligibility 19
Section 2 - Contributions 20
ARTICLE XVI - GRIEVANCE PROCEDURE 20

Section 1 - Definitions 20
Section 2 - Adjustment of Grievance 20
ARTICLE XVII – MISCELLANEOUS 22
Section 1 - Damage to Personal Property 22
ARTICLE XVIII - DURATION 22
Section 1 - Duration 22
APPENDIX A - SALARY SCHEDULES (Hourly Rates) 24
APPENDIX B 25
APPENDIX C - GRIEVANCE REPORT FORM 26

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

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

Section 2 - Appropriate Unit

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

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

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

Section 2 - Employee

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

Specifically the groups are as follows:

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

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

Lead Instructional Assistant (AVID)
COTA (Certified Occupational Therapy Assistant)

RCD (Responsibility Centered Discipline) Assistant

Section 3 - Domestic Partner

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

Section 4 - Work Year

The work year shall be defined as all student contact days plus one in-service day.

Section 5 - Other Terms

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

ARTICLE IV - DISTRICT RIGHTS

Section 1 - Inherent Managerial Rights

The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - Management Responsibilities

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

Section 3 - Effect of Laws and Regulations

The parties recognize that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Department of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V - EXCLUSIVE REPRESENTATIVE AND EMPLOYEE RIGHTS

Section 1 - Right to Views

Pursuant to P.E.L.R.A, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not

interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Right to Join

Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school board of such unit.

Section 3 - Request for Dues Check Off

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

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

Subd. 3 - Indemnification: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the implementation of this Section 3, Request for Dues Check Off.
Subd. 4 - By October 15 of each year, the Exclusive Representative will notify the business office of the amount of dues to be deducted. Dues will be deducted in 14 equal installments beginning with the first paycheck in November and concluding with the last paycheck in May.

Section 4 - New Hire Union Meeting

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

Section 5 - Personnel Files

All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon his/her written request and the scheduling of a time with the Human Resources Director to review the documents. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein,

provided, however, the District may destroy such files as provided by law. The District shall expunge from an employee's file any material found to be false or inaccurate through the grievance procedure.

Section 6 - School Equipment and Facilities

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

ARTICLE VI - LENGTH OF SCHOOL YEAR AND WORK DAY

Section 1 - Training Days

Subd. 1 - Employees will be provided training at the start of each year, in accordance with MN Statute. Such time may include collaborative time with classroom teachers. Employees may be also assigned training days throughout the year in addition to student contact days. All training days/hours are considered work days and attendance is required.

Subd. 2 - The District will notify all ESP members by August 1 of the date of the workshop week in-service day. Any professional development days during the school year outside normal working days will be announced by August 15. Any days/hours posted after that will not be considered mandatory.

Subd. 3 - With prior supervisor approval, an employee may be granted additional time during the school year for the purpose of meeting with a teacher to discuss instructional strategies or become familiar with student IEPs.

Subd. 4 - Two members of the ESP bargaining unit will be selected by the local to participate on the District staff development committee in order to provide input related to professional development opportunities relevant to ESP unit members.

Section 2 - IEP Meetings

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

Section 3 - Hours: Basic Work Day, Lunch, and Breaks

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

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

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

Subd. 4 - The District may temporarily assign an employee to another building for a period not to exceed 10 days per school year. Whenever possible, the District will rotate staff being temporarily assigned to another location. When a staff person is required to report to a building they are not normally assigned to, they will be paid an additional $1.00 per hour for each hour they work in the other building.

Subd. 5 - In the event that the student to whom a Special Services PSA is assigned is absent from school, the PSA will:

1. Notify their direct supervisor or his/her designee. If there is a need for a substitute elsewhere in the District the PSA will be assigned to fill that position and will inform his/her supervising teacher of the plan.

2. If there is no need for a substitute, the PSA will report to his/her supervising teacher who will assign alternate duties.

3. If the PSA is not needed as a substitute and the supervising special education teacher can identify no pressing needs, he/she may choose to take the day(s) off without pay.

ARTICLE VII - PROBATIONARY PERIOD

Section 1 - Probationary Period

Subd. 1 - The probationary period for an employee who is hired per the terms of the District 200 Contract shall be nine months. During the probationary period, the employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position.

Subd. 2 - An employee who has completed his/her initial probationary period and moves to a position at a higher grade level shall be subject to a new probationary period of six work calendar months. Failure to obtain permanent status upon promotion or assignment to a new position shall not be grievable during the probationary period. The District, after consultation with the Union, may choose to return the employee to their previous position. The final decision shall be at the District's discretion.

Subd. 3 - Probationary employees are evaluated by their immediate supervisor and recommended for permanent status.

ARTICLE VIII - POSITIONS AND WAGE RATES

Section 1 - Positions and Wage Rates

The positions and wages reflected in Appendix A incorporated herein, shall be in effect for all employees. The work day shall be assigned by the administration to best meet the needs of the students and District.

Section 2 - Experience

A new paraprofessional who has relevant prior experience may be allowed to advance one step and be placed on step two, for purposes of initial placement on the salary schedule. Any advancement on the schedule must be approved by Human Resources, at the time of hire.

Section 3 - Paraprofessional Certification

Subd. 1 - Paraprofessionals required to pass a state approved assessment must do so within 90 days of their date of hire. Individuals required to do so will be notified of such requirement at the time of hire.

Subd. 2 - Paraprofessionals required to pass such assessment shall be paid at a rate $.50 per hour less than the regular rate of pay provided in Appendix A, until such time as they have met the requirement.

Subd. 3 - Pay increases for passing the assessment shall be in effect the first date of the next pay period, following receipt of the passing score to Human Resources.

Section 4 - Step Increase Status

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

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

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

Section 5 - Mileage Allowance

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

ARTICLE IX - JOB POSTINGS AND TRANSFERS

Section 1 - Postings

No vacancy shall be filled until notice of such vacancy has been posted for at least three working days, except by mutual agreement of the District and the Union.

Section 2 - Grade Level/Assignment Transition

When an employee accepts a position at a higher grade level they will be shadowed into an hourly rate that is closest to their existing rate and then moved to a step that reflects at least four percent increase above their current rate. This could be a one or two step movement in the new grade. This same system will be true for any employee moving out of their bargaining group to accept a position in a different bargaining group (if a clerical employee accepts a position as a

paraprofessional this same system of placement on the schedule will be applied).

Section 3 - Moving to a Lower Grade

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

Section 4 - Transfer or Change of Assignment

In the event of a transfer of building or change of assignment, the District shall give the employee no fewer than ten days' notice.

ARTICLE X - GROUP INSURANCE

Section 1 - Affordable Care Act

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

Section 2 - Selection of Carrier

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

Section 3 - Medical-Hospitalization Insurance

Subd. 1 - Coverage Under Multiple Bargaining Units: If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

Subd. 2 - Combined Coverage: Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Subd. 3 - Spouse Contribution for Medical-Hospitalization Insurance: When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The District will allow combining of contributions (policy holder family contribution plus spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

Subd. 4 - Spouse Contribution for Dental Insurance: When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Subd. 5 - Eligibility: The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s).

Subd. 6 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-

hospitalization plan. The amount provided by the District shall be as defined in Subds. 7 and 8, however, the amount shall not exceed the actual cost of the insurance premium.

Subd. 7 - **Single Coverage**

The monthly District contribution for 2025-2026 shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,131
1417 to 1605	$961
1228 to 1416	$848
945 to 1227	$735
850 to 944	$566

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$976
1417 to 1605	$861
1228 to 1416	$748
945 to 1227	$635
850 to 944	$466

The monthly District contribution for 2026-2027 shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,244
1417 to 1605	$1,057
1228 to 1416	$933
945 to 1227	$809
850 to 944	$622

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,074
1417 to 1605	$957
1228 to 1416	$833
945 to 1227	$709
850 to 944	$522

Subd. 8 - **Family Coverage**

The monthly District contribution for 2025-2026 shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,390
1417 to 1605	$2,032
1228 to 1416	$1,793
945 to 1227	$1,554
850 to 944	$1,195

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,190
1417 to 1605	$1,832
1228 to 1416	$1,593
945 to 1227	$1,354
850 to 944	$995

The monthly District contribution for 2026-2027 shall be as follows:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,629
1417 to 1605	$2,235
1228 to 1416	$1,972
945 to 1227	$1,709
850 to 944	$1,315

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,429
1417 to 1605	$2,035
1228 to 1416	$1,772
945 to 1227	$1,509
850 to 944	$1,115

Subd. 9 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 10 - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2025: $100 per month

Subd. 11 - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2025: $200 per month

Subd. 12 - The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Subd. 13 - Survivor Benefits: The District will follow the law per COBRA.

Section 4 - Life Insurance

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

Section 5 - Dental Insurance

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

Subd. 2 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$81
1417 to 1605	$69
1228 to 1416	$61
945 to 1227	$53
850 to 944	$41

Subd. 3 - The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

Section 6 - Long Term Disability Insurance

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

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - Sick/ESST Leave

Subd. 1 - Sick/ESST leave will be granted for personal illness and/or serious illness in the immediate family. Employees working the full year shall earn eight days of sick/ESST leave to be paid at the employee's regularly scheduled hours per day.

Subd. 2 - Sick/ESST leave with pay is to be utilized for qualifying absences of an employee or that of a qualifying individual under ESST laws.

Subd. 3 - The District may require an employee to furnish certification as evidence of illness or injury, in accordance with Minnesota Statute and ESST laws in order to qualify for sick/ESST leave. In the event that certification will be required, the employee will be so advised.

Subd. 4 - Sick/ESST leave allowed shall be deducted from the accrued sick/ESST leave days earned by the employee.

Subd. 5 - Unused Sick/ESST Leave: When an employee has accumulated 150 days of sick/ESST leave the employee will be paid up to five days beyond 150 days at a rate of $20.00 per hour. These days will be paid in a supplemental payroll at the end of July.

Subd. 6 - Sick Leave Bank

Subd. 6a - Purpose - The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

Subd. 6b - Membership

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

Subd. 6c - Qualification

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

Subd. 6d - Maximum Eligibility - Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

Subd. 6e - Exclusions

a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.

b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

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

Subd. 6g - Administration

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

Section 2 - Paid Family Medical Leave (PFML)

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

Section 3 - Bereavement Leave

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

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

Section 4 - Emergency Closing and E-Learning Days

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

Subd. 2 - E-Learning Days - When an E-Learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an E-Learning Day may choose to use

discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

Section 5 - Jury Duty and Other Legal Commitments

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

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

Section 6 - Requests for Unpaid Days

A request for a day(s) off without pay, when other paid leave has been exhausted, must be approved in advance by the employee's supervisor, and Human Resources, and will only be honored for extenuating circumstances.

Section 7 - Worker's Compensation

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

Subd. 2 - An employee who is out due to a work related injury resulting from a physical assault by a student shall be entitled to compensation during the first three days, without use of sick leave, for any time not compensated by the workers' compensation carrier. The employee is obligated to inform the business office of amounts received from workers' compensation insurance.

Subd. 3 - A deduction shall be made from the employee's accumulated discretionary or sick leave accrual time according to the pro-rata portions of days of sick leave or discretionary leave which is used to supplement Worker's Compensation.

Subd. 4 - Such payment shall be paid by the District to the employee only during the period of disability.

Subd. 5 - In no event shall the additional compensation paid to the employee by virtue of sick leave or discretionary leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 6 - The parties agree that an employee of the District shall not be entitled to sick leave pay benefits under this Section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

Section 8 - Parental Leave

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

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

1. The commencement and return date.

2. The estimated date of delivery.

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

Subd. 4 - The beginning date of said leave and its duration shall be submitted by the Superintendent to the school board for its action. In recommending the date of commencement and duration of the leave, the Superintendent shall review each case on its individual merits, taking into consideration the following:

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

2. Desires of the employee.

3. Specific employment duties of the employee involved.

4. The recommendation of the employee's physician, if any.

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

1. Grant any leave more than 12 months in duration.

2. Permit the employee to return for employment prior to the date designated in the request for parental leave except by mutual agreement.

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

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

1. That the position has not been abolished.

2. That the employee returns on the date designated on the request for leave approved by the District.

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

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

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

Subd. 11 - Employees shall be granted five days of leave during the first 12 months after the birth or adoption of a child or children. The days are to be deducted from their allocated sick leave.

Section 9 - Education Leave

Subd. 1 - Upon request, an employee may be granted a leave for up to 188 hours over the course of the employee's employment with the District. The leave shall be without pay for the purpose of student teaching and other educational experiences in order to obtain a teaching license. In order to be eligible for this leave, the employee must have completed two years of employment in the District.

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

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

Section 10 - Unpaid Leaves

Unpaid leaves of absence are at the discretion of the District. If the District grants an employee an unpaid leave of absence, the employee will not accrue seniority during the time he/she is on an unpaid leave of absence.

ARTICLE XII - HOLIDAY PAY AND DISCRETIONARY LEAVE

Section 1 - Eligibility

Subd. 1 - The following provisions for paid holidays shall apply only to personnel regularly employed based on hours worked.

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

Section 2 - Holiday Pay

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

Employees hired prior to 7/1/2008

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

Employees hired after 7/1/2008 or did not previously receive holiday pay

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

Subd. 2 - The District reserves the right, if school is in session, to reschedule any of the above holidays. Any legal holiday or holiday that falls within an employee's discretionary leave period shall not be counted as a discretionary leave day.

Subd. 3 - Payment for holidays shall be made in the payroll period in which the holiday falls.

Subd. 4 - Payment for holidays shall be based on the employee's regularly scheduled base hours per day.

Section 3 - Discretionary Leave

Subd. 1 - Employees hired after July 1, 2008, or who did not receive vacation prior to that date, shall receive five days of discretionary leave.

Subd. 2 - Employees hired prior to July 1, 2008, shall be granted seven days of discretionary leave.

Subd. 3 - Employees beginning employment after the start of the school year shall earn a pro-rata amount of discretionary leave.

Subd. 4 - Payment for discretionary leave shall be based on the employee's regularly scheduled base hours per day.

Subd. 5 - Discretionary leave may be used during the school year when school is not in session.

Subd. 6 - Discretionary leave must be approved in advance by the employee's supervisor.

Subd. 7 - Any discretionary leave days that are unused at the end of each year will be paid out at the rate of $20.00 per hour, in a supplemental payroll at the end of July.

Subd. 8 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is absent using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.

ARTICLE XIII - SENIORITY AND LAYOFF

Section 1 - Seniority or Seniority Date

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

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

Section 2 - Job Classification

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

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

Section 3 - Preparation of Seniority List

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

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

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

Section 4 - Ties in Seniority

Subd. 1 - In the event two or more employees in the same job classification have the same

seniority date, the seniority tie shall be broken as follows:

1. The employee with the most years of employment in the bargaining unit, regardless of whether the years are continuous or in the same job classification, shall be deemed more senior.

2. Should a seniority tie still exist, it will be broken by using the employee number. The employee with the lowest employee number shall be deemed more senior.

Section 5 - Layoff and Recall

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

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

Section 6 - Benefits While on Layoff

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

Section 7 - Employment Rights During Leave

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

Section 8 - Seniority Credit

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

Section 9 - Unemployment Benefits While on Layoff

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

Section 10 - Assignment

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

ARTICLE XIV - RETIREMENT AND SEVERANCE

Section 1 - Eligibility

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

Section 2 - Severance Amount

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

Section 3 - Severance Caps

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

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

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

Example:

- Student Asst., three years at Grade 4, current rate or cap
- Instructional Asst., two years at Grade 6, current rate or cap.

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

Subd. 3 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. See Appendix B.

Section 4 - Severance Payments

All retirement/severance payments shall be deposited by the District into the Minnesota Health Care Savings Plan.

Section 5 - Survivor Benefit

In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply. Such payment shall be made in accordance with state and federal law.

ARTICLE XV - MATCHING CONTRIBUTION PLAN 403B

Section 1 - Eligibility

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

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

retiree health under Article XIV, Retirement and Severance.

Section 2 - Contributions

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

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

Subd. 2 - Determination of years is based on hire date before or after January 1.

Subd. 3 - An ISD #200 Salary Reduction Authorization Agreement stating “Matching Contribution” must be received by the District office on August 1, preceding the school year during which the employee wishes to participate.

Subd. 4 - No retro-active contributions shall be made by the District or the employee when the 2025-2027 Master Contract is ratified.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1 - Definitions

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

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

Section 2 - Adjustment of Grievance

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

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

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

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

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

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

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

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

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

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

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

The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

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

any provision or paragraph thereof under different circumstances.

Subd. 7 - Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement, to enforce the award of an arbitrator, or to any situation in which its application constitutes unlawful reprisal or retaliation under applicable law.

ARTICLE XVII – MISCELLANEOUS

Section 1 - Damage to Personal Property

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

ARTICLE XVIII - DURATION

Section 1 - Duration

Subd. 1 - This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2027, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

Education Minnesota Hastings
Educational Support Professionals

_____

_____

_____

_____

_____

Date: _____

Hastings Public Schools
Independent School District #200

_____
Chairperson

_____
Clerk

_____
District Representative

Date: _____

APPENDIX A - SALARY SCHEDULES (Hourly Rates)

Student Assistant (Grade 4)

(Non-instructional playground, cafeteria, physical education, non-IEP, bus duty)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025-2026	$21.05	$21.67	$22.29	$22.91	$23.53	$24.15	$24.75
2026-2027	$21.47	$22.10	$22.74	$23.37	$24.00	$24.63	$25.25

Instructional Assistant (Grade 7)

(Spec. Services PSA, ELL, Title I: Reading, Math, RCD, and other programs assisting teachers with

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025-2026	$22.07	$22.72	$23.37	$24.02	$24.67	$25.32	$25.94
2026-2027	$22.51	$23.17	$23.84	$24.50	$25.16	$25.83	$26.46

instruction)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025-2026	$25.08	$25.55	$26.02	$26.49	$26.96	$27.43	$27.92
2026-2027	$25.58	$26.06	$26.54	$27.02	$27.50	$27.98	$28.48

Lead Instructional Assistant (AVID) (Grade 8)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025-2026	$30.26	$30.74	$31.22	$31.70	$32.18	$32.66	$33.12
2026-2027	$30.87	$31.35	$31.84	$32.33	$32.82	$33.31	$33.78

Certified Occupational Therapy Assistant (COTA) (Grade 10)

Grandfathered rates:	**2025-2026**	**2026-2027**
	$27.60	$28.43

Footnote: The following individuals shall be paid at the grandfather rates provided above:

Linda Berg	Kathy Reuter
Marie Butze	Val Schluesser
Char King	Michele Schmitz

Patty Kleis Ann Stoneberg

APPENDIX B

Classification	Last	First	Severance Yes/No	Max Hourly Rate	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
Instructional Assistant	Anger	Rachel	Yes	$17.41	No	NA	NA
Instructional Assistant	Beissel	Pam	Yes	$17.41	No	NA	NA
Instructional Assistant	Berg	Linda	Yes	$17.41	No	NA	NA
Instructional Assistant	Butze	Marie	Yes	$17.41	No	NA	NA
Instructional Assistant	Gaertner	Lori	Yes	$17.41	No	NA	NA
Instructional Assistant	Gronquist	Sarah	Yes	$17.41	No	NA	NA
Instructional Assistant	King	Charlene	Yes	$17.41	No	NA	NA
Instructional Assistant	Kleis	Patricia	Yes	$17.41	No	NA	NA
Instructional Assistant	Myrick	Michelle	Yes	$17.41	No	NA	NA
Instructional Assistant	Varner	Linda	Yes	$17.41	No	NA	NA
Instructional Assistant	Reuter	Kathleen	Yes	$17.41	No	NA	NA
Instructional Assistant	Schluessler	Valerie	Yes	$17.41	No	NA	NA
Instructional Assistant	Schmitz	Michelle	Yes	$17.41	No	NA	NA
Instructional Assistant	Stoneberg	Anne	Yes	$17.41	No	NA	NA
Instructional Assistant	Young	Debra	Yes	$17.41	No	NA	NA
Student Assistant	Hodorff	Norma	Yes	$14.44	No	NA	NA

APPENDIX C - GRIEVANCE REPORT FORM

Education Minnesota Hastings Educational Support Professionals

Date Grievance Occurred:

Specific Provisions of Agreement Disputed:

Statement of Facts:

Particular Relief Sought:

Signature of Education Minnesota Hastings
Educational Support Professionals Representative

Date:

MEMORANDUM OF AGREEMENT
District Payment for Testing for New Hires to Meet Highly Qualified Requirements
November 19, 2025

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and the Ed MN Hastings - Educational Support Professionals (hereinafter referred to as the "Union").

WHEREAS, the District is experiencing difficulty hiring/retaining sufficient staff to meet the staffing levels desired, particularly as it relates to special education paraprofessionals; and

WHEREAS, the District is experiencing difficulty with getting newly hired staff highly qualified (HQ); and

WHEREAS, the District is willing to provide up front funding for new staff to have access to the training and testing modules to obtain HQ status; and

WHEREAS, in an effort to ensure the District does not expend District funds for individuals to obtain HQ status who resign a short time later, negating the impact of providing the payment, the District would like some assurance of continued employment or recovery of the costs expended on behalf of new employees.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. The District will provide payment for the cost of the training and testing modules (anticipated cost not to exceed $120) for newly hired staff to obtain HQ status as a part of the onboarding process, if they do not otherwise meet HQ requirements; and

2. Eligibility for the District-paid training and testing modules requires that the newly hired employee remain employed with the District for the equivalent of one school year (169 days); and

3. New hires who do not remain employed for the full 169 days must repay the District for the costs paid by the District to assist them in meeting the HQ requirements; and

4. Employees who do not remain employed with the District for the full 169 days, and thus owe the District for repayment of the costs, will repay the District by a deduction from their final payroll check. In the event that there is not a sufficient amount in the employee's final paycheck, he/she shall pay the District the full amount owed within 10 days of the termination of employment; and

5. The payroll deduction in Section 4 above is pursuant to this Memorandum of Understanding to the collective bargaining agreement and thus is allowed under Minnesota Statutes Section 181.79 Subd. 1(c)(1).

6. This MOU does not establish a past practice or precedent, nor does it apply to the interpretation or application of existing terms of the collective bargaining agreement.

7. This MOU shall apply prospectively and shall expire on June 30, 2026 and have no effect thereafter, unless so agreed, in writing, by the Parties. The repayment obligation under Section 3 and 4 of this MOU shall be enforceable beyond the expiration of this MOU.

ED MN - Educational Support Professionals

DATE: 11.21.25

BY: _____
FOR THE UNION

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 11.20.25

BY: _____
FOR THE DISTRICT

MEMORANDUM OF AGREEMENT
Addition of Student Accountability Campus Monitor
Position to Bargaining Unit
July 15, 2026

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the “District”) and the Ed MN Hastings - Educational Support Professionals (hereinafter referred to as the “Union”).

WHEREAS, the District has created a new position with the title of Student Accountability Campus Monitor; and

WHEREAS, the District would like to include this position as a part of the Educational Support Professionals bargaining group; and

WHEREAS, the purpose of this MOU is to memorialize the parties' agreement to include the newly established position of Student Accountability Campus Monitor within the Educational Support Professionals bargaining unit

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. Effective immediately, the position of Student Accountability Campus Monitor shall be added to the Educational Support Professionals bargaining unit; and

2. The position shall be covered by all applicable provisions of the current Collective Bargaining Agreement between the District and the Union unless otherwise modified by mutual written agreement; and

3. The wage placement for the Student Accountability Campus Monitor position shall be at Classification 4 (Student Assistant) subject to the terms of the Collective Bargaining Agreement; and

4. This MOU shall become part of the parties' Collective Bargaining Agreement and shall remain in effect unless modified through mutual written agreement or superseded by a successor collective bargaining agreement; and

5. This MOU constitutes the complete agreement of the parties regarding the addition of the Student Accountability Campus Monitor position to the Educational Support Professionals bargaining unit.

ED MN - Educational Support Professionals	HASTINGS PUBLIC SCHOOLS - ISD 200
DATE: _____	DATE: _____
BY: _____	BY: _____
FOR THE UNION	FOR THE DISTRICT

MEMORANDUM OF AGREEMENT
ESP Working Hours for 2026-2027

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and the Ed MN Hastings - Educational Support Professionals (hereinafter referred to as the "Union").

WHEREAS, for the 2023-2024 school year, the District and the Union mutually agreed to implementation of an MOU due to the District experiencing difficulty hiring/retaining sufficient staff to meet the staffing levels desired, particularly as it relates to special education paraprofessionals; and

WHEREAS, through mutual agreement, the District temporarily increased the daily hours of staff to 6.25 hours per day during the 2023-2024, 2024-2025, and 2025-2026 school years; and

WHEREAS, the District has determined that it would be beneficial to extend the increased hours for an additional year, through the 2026-2027 school year; and

WHEREAS, the District and the Union have entered into a 2025-2027 bargaining agreement which expires on June 30, 2027.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. Special education paraprofessionals employed with rights to positions of at least 5.75 hours per day but less than 6.25 hours per day shall be increased to 6.25 hours per day; and

2. Such increase shall be a requirement of all impacted positions, unless otherwise determined by the District; and

3. At the end of the 2026-2027 school year, employees' rights to hours per days will revert back to what they were regularly scheduled to work at the conclusion of the 2022-2023 school year, if employed at that time; and

4. Effective with the start of the 2027-2028 school year, employees hired into special education paraprofessional positions and starting their employment during the 2023-2024, 2024-2025, 2025-2026, or 2026-2027 school years shall have job rights to 5.75 hours per day; and

5. This MOU will be effective for the 2026-2027 school year only, and shall sunset at the conclusion of the 2026-2027 school year.

ED MN - Educational Support Professionals

DATE: 8/19/26

BY: Angela Wilkerman
FOR THE UNION

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 8.27.26

BY:
FOR THE DISTRICT

MEMORANDUM OF AGREEMENT
Addition of Student Accountability Campus Monitor Position to Bargaining Unit
July 15, 2026

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and the Ed MN Hastings - Educational Support Professionals (hereinafter referred to as the "Union").

WHEREAS, the District has created a new position with the title of Student Accountability Campus Monitor; and

WHEREAS, the District would like to include this position as a part of the Educational Support Professionals bargaining group; and

WHEREAS, the purpose of this MOU is to memorialize the parties' agreement to include the newly established position of Student Accountability Campus Monitor within the Educational Support Professionals bargaining unit

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. Effective immediately, the position of Student Accountability Campus Monitor shall be added to the Educational Support Professionals bargaining unit; and

2. The position shall be covered by all applicable provisions of the current Collective Bargaining Agreement between the District and the Union unless otherwise modified by mutual written agreement; and

3. The wage placement for the Student Accountability Campus Monitor position shall be at Classification 4 (Student Assistant) subject to the terms of the Collective Bargaining Agreement; and

4. This MOU shall become part of the parties' Collective Bargaining Agreement and shall remain in effect unless modified through mutual written agreement or superseded by a successor collective bargaining agreement; and

5. This MOU constitutes the complete agreement of the parties regarding the addition of the Student Accountability Campus Monitor position to the Educational Support Professionals bargaining unit.

ED MN - Educational Support Professionals

DATE: 7/1/2026

BY: _____
FOR THE UNION

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 7.16.26

BY: _____
FOR THE DISTRICT