INDEPENDENT
SCHOOL DISTRICT #200

Master Agreement

2025-2026
2026-2027

Education Minnesota Hastings Teachers

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ARTICLE I - PURPOSE

Section 1 - Parties

This Agreement is entered into between the Hastings School District, Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the School Board or School District) and Education Minnesota-Hastings, (hereinafter referred to as the exclusive representative or Association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with the P.E.L.R.A., the School Board recognizes Education Minnesota-Hastings as the exclusive representative of teachers employed by the School Board of the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2 - Appropriate Unit

The exclusive representative shall represent all of the teachers of the School District as defined in Article III, Section 2, of this Agreement.

Section 3 - Legal Rights

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

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

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

Section 2 - Teachers

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

than 30 working days, and such other employees excluded by law.

Section 3 - School Board or School District

Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4 - Other Terms

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

ARTICLE IV - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction , and 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 teachers 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 Minnesota State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V - TEACHER RIGHTS

Section 1 - Right to View

Pursuant to M.S. 179A.06, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Right to Join

Pursuant to the P.E.L.R.A, teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

Section 3 - Request for Dues Check Off

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

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

Subd. 3 - The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the implementation of this Section.

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

Section 4 - Personnel Files

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

ARTICLE VI - ASSOCIATION RIGHTS

Section 1 - School Buildings and Facilities

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

Section 2 - Meet and Confer

The Association shall have the right to meet and confer with the School District to discuss policies and those matters related to teachers' employment not included under 179A.03, Subd. 19.

Section 3 - 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 4 - President Release Time

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

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

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

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

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

Section 5 - Association Leave

At the beginning of the school year, the Association shall be credited with 40 days to be used at the discretion of the Association for the purpose of conducting its duties as exclusive representative. In addition, the Association shall be granted the option of purchasing ten

additional days at the current substitute daily rate of pay. The days shall not accumulate from year to year. The Association President shall notify the Superintendent at least five working days before the leave is to be taken. The Superintendent may waive the five-day notice. The notification shall include the name(s) of the teacher(s) using leave, the date(s) of the leave and the purpose(s) of the leave(s). No individual teacher shall utilize more than three consecutive days of Association Leave with the exception of the Association President. Days for which the School District receives substitute reimbursement from other entities shall be credited toward the additional ten days included in this Section. In no event shall the number of Association Leave days exceed 40 days in a single school year.

ARTICLE VII - LENGTH OF THE SCHOOL YEAR

Section 1 - Official School Calendar

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

Subd. 2 - Teachers shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to Minnesota Statute 120A.42, has determined it will conduct school.

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

Subd. 4 - Teachers new to the School District will be required to attend two additional workshop days during opening workshop for a total of 186 days. If the School District determines it needs additional days beyond the 186 for teachers new to the School District, the exclusive representative and the School District shall meet and mutually agree as to when such days will occur. Payment of the days beyond 186 will be compensated at the summer curriculum rate of pay.

Section 2 - Emergency School Closings - Severe Weather

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

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

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

Subd. 4 - Meet and Confer: Prior to modifying the scheduled length of the school day the School District shall afford to the Association the opportunity to meet and confer on such matters.

ARTICLE VIII - PROFESSIONAL TEACHING DAY

Section 1 - Basic Day

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

Section 2 - Building Hours

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

Section 3 - Additional Activities

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

Section 4 - Duty Free Lunch

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

Section 5 - Part-Time Teachers

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

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

Section 6 - Teacher Preparation

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

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

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

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

ARTICLE IX - COMPENSATION AND SALARY SCHEDULE

Section 1 - Salary Schedules

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

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

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

Section 2 - Withholding Step Advancement

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

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

Section 3 - Individual Contracts

Upon hire, all teachers will be issued individual contracts placing them at salary levels pursuant to the terms of this Agreement. Individual contracts shall be in form as provided in Appendices

E-1, E-2, E-3 and E-4. Teachers shall be issued an updated contract if a change in full-time equivalency (FTE) or licensure tier occurs.

Section 4 - Experience Credit

Subd. 1 - Credit for Outside Experience - New Teachers: A maximum of ten years of experience credit shall be allowed for all newly hired teachers. This includes work experience in an accredited medical work setting with school-aged children, or placement by an outside agency in a school setting, for non-classroom specialized medical related positions. With Human Resources approval, up to15 years will be allowed for difficult to fill positions. This experience must have been within the last 19 years in order to apply. All outside teaching experience must have been in a public school.

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

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

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

Section 5 - Lane Placement

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

a. Earned at an accredited college or university (on-line learning, see Subd.12)
b. College approved graduate credits that would apply toward graduate level professional development or a graduate level degree
c. Germane to the teacher's present assignment and/or the field of education
d. Carry a final grade of "B-" or higher

Subd. 2 - Teachers shall be limited to moving one lane per semester.

Subd. 3 - Prior Approval: All credits and degree programs, in order to be considered for application on the salary schedule, must be approved by Human Resources, in writing, using the School District issued Course Approval Form, prior to the taking of the course(s). A Master's Degree program, which is achieved entirely online, must be approved by Human Resources in advance of registration.

Subd. 4 - Lane Changes: Individual contracts will be modified to reflect qualified lane changes twice every school year, effective as of the start of the school year, and the start of the second semester. Qualified credits, along with official transcripts, submitted to Human Resources by no later than September 15 shall be retroactive to the beginning of the school year; those submitted by no later than February 1 shall be retroactive to the start of the second semester.

Subd. 5 - If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript, as long as it is submitted by the required timelines. However, the salary adjustment, retroactive to the start of the semester, shall not be made until the official transcript is received. Credits submitted after an eligibility date, or without required transcripts, even though otherwise qualifying, shall not be considered until the following eligibility date.

Subd. 6 - 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. 7 - 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. Teachers must maintain current certification to be eligible for the stipend. If the certification on file with Human Resources expires, the teacher's stipend shall be discontinued, and they shall be eligible for a pro rata stipend beginning the first day of the pay period following receipt of an updated certification.

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

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

Subd. 9 - Teachers hired on or after July 1, 2024, who are required to hold such certifications to meet licensing requirements to hold their positions shall not be eligible for certification pay.

Subd. 10 - Teachers must maintain current certification to be eligible for the stipend. If the certification on file with Human Resources expires, the teacher's stipend shall be discontinued, and they shall be eligible for a pro rata stipend beginning the first day of the pay period following receipt of an updated certification.

Subd. 11 - Pre-Approval: Teachers planning to pursue a course of study leading to certification in a High Professional Standards (HPS) area with the intent of qualifying for the HPS stipend must secure prior approval. Request for prior approval should be submitted to Human Resources.

Subd. 12 - Earnings of Credits: Credits to apply on a lane beyond a degree lane must be earned subsequent to the granting of the degree. No credits will be approved which involve primarily TV viewing, correspondence work or self-study. This limitation shall not exclude the

utilization of such materials providing that the primary course work involves direct contact between a faculty person and the teacher.

Subd. 13 - For purposes of Subd. 12, legally handicapped persons may be granted certain exceptions by Human Resources.

Subd. 14 - 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 Minnesota State Department of Education requires more than a BA/BS degree for initial licensure.

Subd. 15 - Transfers: The rules contained in this Article shall not deprive a teacher from his/her salary schedule placement if he/she is transferred to an assignment when his/her credits would be otherwise inapplicable.

Section 6 - Short-Term Substitute Teachers

Subd. 1 - A short-term substitute shall be defined as working 31-85 consecutive days in a single school year in the same assignment replacing the same individual teacher.

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

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

Subd. 4 - When it is known that the short-term substitute assignment will be for 31-85 consecutive days, the rate will start with the first day. When it is unknown and the basic day substitute assignment extends into a short-term assignment, the rate will be retroactive.

Section 7 - Long-Term Substitute Teachers

Subd. 1 - A long-term substitute is defined as an individual substituting for 86 or more consecutive days in a single school year in the same assignment replacing the same individual teacher.

Subd. 2 - Long-term substitute teachers shall be given a long-term substitute contract and shall be employed by written contract in accordance with Section 3, of this Article. They will be placed on the appropriate step and lane of Appendices A-1 and A-2 and receive experience credit as outlined in Section 4 of this Article.

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

Section 8 - Credit Reimbursement

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

a. Earned at an accredited college or university

b. College approved undergraduate or graduate credits
c. Germane to the teacher's assignment at the time of application
d. Carry a final grade of "C" or higher
e. State approved AVTI (Accredited Vocational Technical Institute) credits

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

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

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

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

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

Section 9 - Part-Time Teachers

Subd. 1 - Part-time teachers who are required to attend special education meetings, which include but are not limited to Individualized Educational Plan (IEP) and Evaluation Summary Report (ESR) meetings, that take place outside of his/her regular duty day, shall be compensated hourly on a pro rata basis from their current position on the salary schedule.

Subd. 2 - Part-time teachers who are required to attend other School District meetings which include, but are not limited to, staff development meetings/trainings, workshops and Professional Learning Community (PLC) meetings, that take place outside of his/her regular duty day, shall be compensated in accordance with Appendix B.

Section 10 - Extended Employment

Subd. 1 - 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 issued upon initial 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. 2 - Extended time beyond the regular school year, excluding extra classes offered for credit, paid in accordance with Appendix B, shall be compensated pro rata. Sick leave,

discretionary leave and bereavement leave shall be allowed for teachers on extended time assignment.

ARTICLE X - EXTRA COMPENSATION

Section 1 - Extra-Curricular Schedules

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

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

Subd. 3 - The School Board or its designated representatives may assign a teacher to extra-curricular, co-curricular or other assignments subject to established compensation of such services. Initial assignment to such a position shall be made by letter of assignment. 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

FTE	2025-27
1	$1,680
2-3	$1,951
4-6	$2,223
7-9	$2,496
10-12	$2,770
13-15	$3,041
16-18	$3,314
19+	$3,586

Section 3 - Special Education Annual Lead Pay

Position	2025-2027
Elementary Special Education Lead	$3,090
Secondary Special Education Lead	$4,120
Due Process Special Education Lead	$2,179

ARTICLE XI - GROUP INSURANCE

Section 1 - Selection of Carrier

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

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

Section 2 - Full and Part-time Definitions

Subd. 1 - Full-time Teachers: Teachers regularly employed at least .75 FTE shall be eligible for all group insurance as provided in this Article. Teachers employed after February 1 will only be eligible for benefits specified in Subd. 2, until the first day of work at the start of the next school year, when full benefits will be awarded.

Subd. 2 - Part-time Teachers: Teachers regularly employed at least .5 FTE but less than .75 FTE shall be eligible for health and dental insurance on a pro rata basis, based on their FTE. Teachers shall be eligible for Long Term Disability Income Protection (LTD) and Life Insurance in accordance with Sections 6 and 7 of this Article.

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

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

Section 3 - Benefits for Substitute Teachers

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

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

Section 4 - Duration of Insurance Contribution

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

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

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

Section 5 - Medical-Hospitalization Insurance

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

The contribution for 2025-2026 shall be as follows:

Non-High Deductible Plan (Comp Basic):

Effective July 1, 2025: Up to $2,390 per month

High Deductible/VEBA Plan:

Effective July 1, 2025: Up to $2,190 per month

The contribution for 2026-2027 shall be as follows:

Non-High Deductible Plan (Comp Basic):

Effective July 1, 2026: Up to $2,629 per month

High Deductible/VEBA Plan:

Effective July 1, 2026: Up to $2,429 per month

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

Subd. 3 - For full-time teachers participating in the single high deductible/VEBA insurance plan, the monthly School District contribution to a VEBA shall be as follows:

Effective July 1, 2025: $100.00 per month

Subd. 4 - For full-time teachers participating in the family high deductible/VEBA insurance plan, the monthly School District contribution to a VEBA shall be as follows:

Effective July 1, 2025: $200.00 per month

Subd. 5 - The monthly VEBA contribution will be divided equally over 18 pay periods beginning in September and continuing through May of each year. The annual contribution will be pro rata for teachers leaving the School District prior to the end of the year.

Subd. 6 - Part-time teachers eligible for benefits shall receive a total School District contribution for single insurance on a pro rata amount based on their FTE. Such amount will be reduced by $100 per month, with this amount being contributed to a VEBA account, for those enrolled in the high deductible plan.

Subd. 7 - Part-time teachers eligible for benefits shall receive a total School District contribution for family insurance on a pro rata amount based on their FTE. Such amount will be reduced by $200 per month, with this amount being contributed to a VEBA account, for those enrolled in the high deductible plan.

Subd. 8 - Survivor Benefits: In the event of the death of a teacher receiving dependent coverage, the surviving dependents will be eligible to continue to participate in the group medical-hospitalization insurance plan and the School District shall contribute 100% of the premium for 12 months after the death of the teacher. The School District shall notify the surviving dependents of the availability for participation in the group plan. Continuation of coverage provisions cease when a qualified beneficiary receives full coverage under any other group plan, whether or not as a teacher.

Section 6 - Long Term Disability (LTD) Income Protection

Subd. 1 - The School District will contribute the cost of the monthly premium for the LTD 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 LTD plan. Medical-hospitalization insurance benefits shall be retained by teachers who become totally disabled while employed by the School District and whose absence has been caused by such disability. Teachers qualifying for LTD shall be allowed to continue on the plan, in accordance with Minnesota state and federal laws related to benefit continuation.

Subd. 2 - The disabled teacher is required to apply for Social Security and Medicare benefits, when eligible to do so, and must inform the School District upon approval for either or both.

Subd. 3 - All insurance benefits for the disabled teacher shall cease at the date on which the teacher is eligible for Medicare.

Subd. 4 - A disabled teacher may retain job rights for two years following the implementation of LTD.

Section 7 - Life Insurance

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

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

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

Section 8 - Dental Insurance

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

Effective July 1, 2025: Up to $138.00 per month

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

Section 9 - Claims Against the School District

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

Section 10 - IRS 125 Plan

The School District shall pay the fees and initial cost of maintaining an IRS 125 plan for teachers electing to participate in the plan.

ARTICLE XII - LEAVES OF ABSENCE

Section 1 - Sick/ESST Leave

Subd. 1 - All full-time teachers shall earn 12 days of sick/ESST leave per year. The total sick/ESST leave to be earned during a service year shall be available to the teacher at the beginning of the year, after working a minimum of one day.

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

Subd. 3 - Sick/ESST leave with pay is to be utilized for qualifying absences of an employee or that of a qualifying individual under the ESST law.

Subd. 4 - The School District may require a teacher 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 a medical certificate will be required, the teacher will be so advised.

Subd. 5 - Sick/ESST leave allowed shall be deducted from the accrued sick/ESST leave days earned by the teacher.

Subd. 6 - Upon the teacher's request, a teacher injured on the job and collecting worker's compensation insurance, may supplement worker's compensation with sick/ESST leave to an amount sufficient to maintain regular pay, not to exceed their accrued sick/ESST leave balance. A teacher 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/ESST leave, for any time not compensated by the workers compensation carrier. The teacher is obligated to inform the business office of amounts received from worker's compensation insurance.

Subd. 7 - Sick Leave Bank

Subd. 7a - The purpose of the Sick Leave Bank is to provide additional sick leave to those teachers who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

Subd. 7b - Membership

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

Subd. 7c - Qualification

a. To qualify for the Sick Leave Bank, the teacher must have exhausted their personal sick leave accrual and other paid leave available to them (e.g. discretionary leave); and
b. To qualify as a catastrophic accident or illness, for the purposes of this Sick Leave Bank, the teacher must:
    1. Need leave to meet the waiting period for Long Term Disability; or
    2. 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
    3. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
    4. 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. 7d - Maximum Eligibility - Teachers shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences. If additional days are needed, approval must be mutually agreed to by Human Resources and the Association President.

Subd. 7e - Exclusions

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

Subd. 7f - Part-time Teachers - Teachers who are part of the plan and work less than full-time shall be eligible for benefits only for the pro rata portion of the school day for which they are employed.

Subd. 7g - Administration

a. A teacher must apply for benefits under the Sick Leave Bank by submitting a leave request through the Absent Management (Frontline/AESOP) leave system.
b. The Sick Leave Bank will be administered by Human Resources.
    1. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Association President prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for final determination.
    2. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.
c. Contributions to sick leave may accumulate to 150 days.
d. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long term disability.

Subd. 8 - Sick/ESST Leave for Substitutes - A licensed teacher hired to fulfill a short-term substitute position of 31-85 consecutive days will earn sick/ESST in accordance with ESST law.

Section 2 - Bereavement Leave

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

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

Section 3 - Military Leave

Military leave shall be granted by the School District pursuant to applicable state and federal laws.

Section 4 - Sabbatical Leave

Subd. 1 - A sabbatical leave may be granted to teachers in the School District for the purpose of professional improvement subject to the conditions of this Section.

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 must have completed six years of employment with the School District before he/she may request such leave.

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

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

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

Subd. 7 - While on sabbatical leave, the allowance granted to a teacher shall be based on one-half of the contract salary for the basic school year described in Article VII for the school year during which the leave takes place. Should the teacher be granted an NDEA (National Defense Education Act) 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 teacher'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 School District will pay 75% of the teacher's regular salary during the sabbatical year. The year following the sabbatical, 25% of the previous year's salary will be deducted from the teacher's salary to determine the contract salary.

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

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

b. The teacher that received a full year sabbatical leave shall refund the School District on the following basis if he/she should leave before the three years of required service have been met.

    1. After returning to teach one year in the School District, the teacher shall refund 2/3 of the one-half contract salary for the year of the leave.
    2. After returning to teach two years, the teacher shall refund 1/3 of the one-half contract salary for the year of the leave.

c. The teacher that received a semester sabbatical leave shall refund the School District on the following basis if he/she should leave before the three semesters of required service have been met.

    1. After returning to teach one semester in the School District, the teacher shall refund 2/3 of the one-half contract salary for the semester of the leave.
    2. After returning to teach two semesters, the teacher shall refund 1/3 of the one-half contract salary for the semester of the leave.

d. In the event of the death of the teacher, the provisions in items a, b and c herein, shall not apply.

Subd. 9 - A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return pursuant to Article XII. 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 - Discretionary Leave

Subd. 1 - Teachers will be allocated five discretionary leave days.

Subd. 2 - Discretionary leave must be entered into the leave system one week in advance. In emergency situations this timeline may be waived.

Subd. 3 - No more than 5% of a building staff, or two staff, whichever is greater, may use this leave on any given day; this may be waived in emergency situations.

Subd. 4 - Leave days may carry over to a maximum accrual of seven days.

Subd. 5 - Discretionary leave may be used adjacent to a holiday or scheduled break one time per year.

Subd. 6 - Discretionary leave may not be used during the first ten student days of the school year, on student contact days after Memorial Day, on parent conference days, or on professional development days. In extenuating circumstances, with advanced approval from Human Resources, leave may be granted on the days specified above.

Subd. 7 - Teachers shall be eligible to receive payment for up to three unused earned discretionary leave days upon separation from the District at the current sub rate of pay.

Subd. 8 - Discretionary leave for Long Term Substitutes: In rare cases a licensed teacher hired to fulfill a long-term substitute position will be allowed one discretionary leave day with the permission of Human Resources when the teacher is unable to report to their assignment due to

circumstances not related to their illness. Permission must be obtained at least two weeks in advance of the absence or as soon as possible.

Section 6 - 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 Human Resources on the appropriate forms provided by the School District. The request should include the following:

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

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

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

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

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

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

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

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

a. That the position has not been abolished
b. That the teacher returns on the date designated on the request for leave approved by the School Board

Subd. 8 - The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods

of times for which the teacher is on parental leave shall not be counted in determining the completion of the probationary period.

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

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

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

Section 7 - Adoption Leave

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

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

Subd. 3 - The District shall allow teachers to use any accrued paid sick and discretionary leave for adoption leave, the remainder of which shall be unpaid, except as provided under the Family Medical Leave Act (FMLA). This leave may be extended under FMLA and shall count toward a teacher's FMLA allowance.

Section 8 - General Leave

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

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

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

a. Such leave shall be without pay.
b. Such leave shall be for a minimum of three consecutive school days.
c. Such leave shall not be used to extend non-school session breaks.
d. Such leave shall not be used during the first and last two weeks of the student school year.
e. Requests for short-term general leave shall be submitted at least ten school days prior to the date of said leave.

f. In emergency situations, the superintendent or designee may in his/her discretion make exceptions to provisions b through e above.

Section 9 - Medical Leave

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

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

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

Section 10 - Paid Family Medical Leave

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

Section 11 - Jury Duty and Other Legal Commitments

Subd. 1 - Teachers 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 teacher is party to a court action against the School District, is a complainant in an action against the School District, or is a participant in an action on behalf of the exclusive representative and/or is a protagonist in a criminal, civil and/or personal legal accusation.

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

Section 12 - Exchange Teaching

Should a teacher be granted an exchange teaching leave in another School District, state, territory or 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 School District during such period. Sick leave arrangements, insurance benefits, and related matters shall be subject to the agreement between the teacher and the governing bodies.

Section 13 - Insurance Application

Subd. 1 - A teacher on leave under Section 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, or Section 9 - Medical Leave of this Article, is eligible to participate in group insurance as 5provided in Subd. 1 and the School District will pay the pro rata portion of annual insurance contributions based on the number of compensated days.

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

Section 14 - Accrued Benefits

A teacher on leave under Section 6 - Parental Leave, Section 7 - Adoption Leave, Section 8 - General Leave, or 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 a teacher is on leave under these Sections.

Section 15 - Seniority

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

Section 16 - Eligibility

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

Section 17 - Notification Requirement

A teacher on a leave of absence shall notify the School District of their intent to return from leave no later than February 1 each year.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE

Section 1 - Evaluation

Evaluations shall be made by the building principal or other qualified person of all teachers in the building. Classroom observations shall be made in person. All classroom observations of the performance of a teacher shall be conducted openly and with the 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 evaluating the total school performance of the teacher.

Section 2 - Copies

Two copies of the written evaluation shall be submitted to the teacher at the time of the mandatory personal conference, which shall be held within ten days after the classroom

observation. One copy is to be signed and returned to the administration; the other to be retained by the teacher.

Section 3 - Suspension Without Pay

With just cause, the School District, via its designee, may suspend a teacher without pay. If the School District contemplates suspension without pay, the teacher's immediate supervisor and Human Resources will meet with the teacher and his/her representative to review the circumstances. If upon review, it is the School 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 School District will include a specific statement as to what modifications or changes in behavior and performance are expected on the part of the teacher to correct the deficiency. Any time a suspension is involved, the issue may be submitted to the grievance procedure. Since Human Resources and the teacher's immediate supervisor have already conferred with the teacher and his/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 grievance procedure.

Section 4 - Objections

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

ARTICLE XIV - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1 - Unrequested Leave of Absence (ULA)

Subd. 1 - The School Board may place on ULA, 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 ULA is effective at the close of the school year. In placing teachers on ULA, the School Board is governed by the provisions below

Subd. 2 - Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on 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 ULA in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd. 3 - Exceptions for licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the School 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 ULA 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 ULA, each individual teacher proposed for placement on ULA shall

receive notice of the proposed placement that:

a. states the applicable grounds for the proposed placement; and
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 ULA 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 ULA 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 ULA 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 ULA 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 ULA. 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 ULA. A teacher on ULA 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 ULA 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 ULA. The School 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 ULA, 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 - Preparation of Seniority List

Subd. 1 - 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 School District and email notification will be provided to teachers when the list is initially posted.

Subd. 2 - 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. 3 - 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 School District and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District.

Section 9 - Ties in Seniority

In the event two or more teachers commenced employment with the School District on the same date and there exist ties in seniority, the teacher with the lowest Minnesota file folder number shall have greater seniority.

Section 10 - Benefits While on Leave

Teachers placed on ULA 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 11 - Employment Rights During Leave

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

Section 12 - Continuing Contract Rights and Service Credits

The ULA 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 School 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 13 - Unemployment Benefits While on ULA

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

Section 14 - Termination

The same provisions applicable to termination of probationary or continuing contracts in Minnesota Statutes 122A.40 Subds. 5 and 7 must apply to placement on ULA.

Section 15 - Filing Licenses

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

Section 16 - Vacancies and Posting Process

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

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

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

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

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

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

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

ARTICLE XV - TEACHER TRANSFERS

Section 1 - Vacancies

A vacancy shall be defined as any teacher position as defined in Article III, Section 2, for which a certificated/licensed person currently on staff or returning from leave has not been placed

pursuant to the provisions of this Agreement.

Section 2 - Postings

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

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

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

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

Section 3 - Transfer

Subd. 1 - A teacher may make a request for a transfer to a different assignment. The request shall be submitted electronically to Human Resources using the online application. A request for transfer shall be affected as approved by Human Resources and the receiving building administrator.

Subd. 2 - In the event continuing contract teachers are displaced or a vacancy occurs, a teacher may request a transfer. The transfer request provides the teacher an opportunity to state their first two position preferences from the vacancies occurring in other buildings for which the teacher is certified. An administrative decision will be made based on the following criteria:

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

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

Subd. 4 - After a position is posted, all presently employed and qualified teachers (or those coming back from a leave) who are interested will be granted an informal interview. An

exception is a candidate who has already interviewed for a position in that building. The principal will inform such candidates if they will not be interviewed for that reason.

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

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

Section 4 - Involuntary Transfer

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

ARTICLE XVI - SEVERANCE PAY

Section 1 - Application of Article

This Article shall apply to teachers whose service has been at least .5 FTE.

Section 2 - Severance Pay

Subd. 1 - Eligibility

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

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

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

Subd. 2 - Payment

Subd. 2a - Severance pay shall be paid by the School District in equal annual installments over two years from the effective date of resignation. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place. (For tax deferral of severance, see the Memorandum of Understanding).

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

Subd. 2c - Eligible teachers shall receive as severance payment an amount representing 60 days of 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 of 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 FTE per year and/or days employed at the time of retirement. In the case of a part-time teacher, a pro rata shall be applied. The pro rata will be the average FTE during the last five years of employment and/or days employed, times the daily rate of pay at the time of retirement. The severance payment will not include any additional compensation for extra-curricular activities, extended employment or other compensation.

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

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

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

Subd. 2h - In the event of the death of a teacher who is eligible for severance pay under the provisions of this Article, Section 2, Subd. 1b or 1c above, 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. Such payment shall be made in accordance with state and federal law.

Section 3 - Insurance

Subd. 1 - Eligibility for School District Contribution to Retiree Insurance

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

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

Subd. 1c - Teachers hired on or after July 1, 2022, shall not be eligible for a School District contribution toward retiree insurance as provided in this Section. Teachers eligible for insurance shall receive a School District contribution of $700 to be deposited into the School District designated HCSP at the conclusion of each school year, and no later than June 30. Such contribution shall be pro rata based on FTE for part-time teachers.

Subd. 2 - Participation

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

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

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

Subd. 3 - Primary Coverage

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

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

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

Subd. 2 - Contributions

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

Years of Service Completed In District 200		Maximum Amount per Year of Match
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 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 form 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 plan.

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

Subd. 3c - No retro-active contributions shall be made by the District or the employee when the Master Contract is ratified.

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

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

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

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

Subd. 3 - Retirement Consideration: The School District will pay $3,000 to all teachers who are listed in Appendix D upon retirement. That contribution will be appropriated according to the MOU on Health Savings Accounts and Tax Deferment effective in the year of the individual's retirement.

Subd. 4 - Participation

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

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

ARTICLE XVII - TEACHER SUPPORT / MENTORSHIP

Section 1 - Mentorship of Teachers

Subd. 1 - Teachers in their first year of teaching in the School District, who have fewer than five years of teaching experience, are required to participate in all Hastings Mentorship Program (HMP) activities and will follow expectations as established by the HMP Committee and outlined in the HMP Handbook.

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

Subd. 3 - All teachers in their first year of teaching in the 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 School District and Education Minnesota-Hastings agree to the following:

a. Upon mutual agreement between the School District and Education Minnesota-Hastings, teachers shall be excused from attendance at meetings of the HMP and TSN.

b. Teachers shall be held harmless insofar as any provision of this Agreement.

ARTICLE XVIII - MISCELLANEOUS

Section 1 - Damage to Personal Property

The School District shall reimburse teachers, up to a maximum of $500 per incident, for the cost of replacement or repair of personal property, damaged or destroyed as a result of student assault or aggressive behavior that occurs while the teacher is engaged in the performance of his/her assigned duties. In order to be eligible for reimbursement, the teacher 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 School District.

Section 2 - Signed Copies

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

Section 3 - Teacher Licensure

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

Section 4 - Method of Payment

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

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

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

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

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

Section 5 - Mileage Allowance

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

Section 6 - 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 7 - Grievance

The parties have failed to reach agreement on a grievance procedure and acknowledge that both parties are subject to the grievance procedure promulgated by the Director of the Bureau of Mediation Services. Grievances must be filed on the form provided as Attachment F and such forms shall be supplied by the School District. The School 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 School District shall provide copies of the new procedure.

Section 8 - 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 9 - Copies of the Agreement

The School District shall:

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

Section 10 - 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 expense reimbursement) is paid to a teacher during such leave, it shall be paid to the School District.

ARTICLE XIX - PRESCHOOL AND EARLY CHILDHOOD FAMILY ED TEACHERS

Section 1 - Preschool and ECFE Teachers

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

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

Article I:	Purpose
Article II:	Recognition of Exclusive Representative
Article III:	Definitions
Article IV:	School Board Rights
Article V:	Teacher Rights (except Section 4)
Article VI:	Association Rights
Article VII:	Length of School Year (except Section 1 - Official School Calendar)
Article VIII:	Professional Teaching Duty Day (except Section 1 - Basic Day, Section 5 - Part-Time Teachers (see Subd. 6 below), and Section 6 - Teacher Preparation (see Subd. 4 below)

Article IX:	Compensation and Salary Schedule (except Section 1, Subd. 2 - Computation of Daily Rate, Section 3 - Individual Contracts, Section 8 - Credit Reimbursement, Section 9 - Part-Time Teachers, and Section 10 - Extended Employment)
Article X:	Extra Compensation (Except Section 2 - Department Heads)
Article XI:	Group Insurance
Article XII:	Leaves of Absence
Article XIII:	Teacher Evaluation
Article XVI:	Severance Pay
Article XVII:	Teacher Support / Mentorship
Article XVIII:	Miscellaneous
Article XX:	Duration
Appendices:	A1, A2, B, C, D, and F

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

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

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

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

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

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

Subd. 9 - Seniority for ECFE Teachers: Seniority commences on the date on which a teacher is most recently hired as an ECFE teacher. A separate seniority list will be maintained for ECFE teachers. ECFE teachers shall not accumulate seniority on the K-12 teachers' seniority list or

the preschool seniority list. ECFE teachers may only exercise seniority rights within the ECFE seniority list; they may not displace a K-12 or preschool teacher or claim a vacant K-12 or preschool position. Such list shall be posted by January 15 of each school year. ECFE teachers shall have 15 working days to dispute their standing, after which the list shall be final.

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

Subd. 11 - Staff Reductions and Recall: When the School District concludes that it is necessary to reduce the number of preschool or ECFE teachers, the release shall be in seniority order based on the particular teacher's applicable seniority list, unless the School District can show program justification for departing from strict seniority. Recall shall normally be in seniority order based on the particular teacher's applicable seniority list. Preschool and ECFE teachers with the greatest seniority shall be recalled first from the release list, unless the School District can show justification for departing from strict seniority.

Subd. 12 - Personnel Files: All evaluations and files relating to individual preschool or ECFE teachers shall be available during regular school business hours to each individual teacher upon his/her written request and the scheduling of a time with Human Resources to review the documents. 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 inaccurate through the grievance procedure.

ARTICLE XX - DURATION

Section 1 - Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period from July 1, 2025, through June 30, 2027, 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, 2025, it shall give written notice of such intent no later than May 1, 2027. 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 School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3 - Finality

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

Section 4 - Severability

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 29th day of January 2026.

EDUCATION MINNESOTA - ~~HASTINGS~~

BY: _____
ITS PRESIDENT

HASTINGS PUBLIC SCHOOLS - ISD 200

BY: _____
SCHOOL BOARD CHAIR

BY: _____
SCHOOL BOARD VICE-CHAIR

Appendix A1 - 2025-2026 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
C	50,951	52,747	54,147	55,267	57,829	59,107	60,692	62,108	63,236
D	52,310	54,145	55,597	56,810	59,507	60,900	62,542	63,823	65,116
E	53,685	55,604	57,151	58,462	61,474	62,750	64,439	65,920	67,556
F	55,397	57,421	59,158	60,683	64,337	65,807	67,579	69,279	70,994
G	57,632	59,897	61,945	63,493	67,415	69,059	70,876	72,655	74,792
H	59,173	61,583	63,888	65,459	69,955	71,538	73,465	75,782	77,457
I	60,741	63,233	65,665	67,518	72,436	74,133	76,415	78,379	80,033
J	62,078	65,525	68,086	70,262	75,565	77,371	79,555	81,785	83,607
K	63,231	66,924	69,678	72,161	77,858	79,616	81,970	84,358	86,133
M	64,093	68,721	71,547	74,109	80,506	82,430	84,662	86,760	88,905
N	64,659	70,259	73,626	76,302	83,035	84,889	87,169	89,483	91,915
O	66,614	71,664	75,099	77,404	84,230	86,259	88,608	90,896	93,282
P (o-1)	66,614	71,664	75,099	78,356	85,324	87,356	89,710	92,003	94,395
Q (o-2)	66,614	71,664	75,099	80,076	87,963	90,053	92,405	94,720	97,461
R (o-4)	66,614	71,664	75,099	81,397	89,371	91,462	93,820	96,135	98,879
S (P-L)	66,614	71,664	75,099	82,180	90,514	92,605	94,964	97,279	100,023
T (p-1)	66,614	71,664	75,099	82,446	90,781	92,871	95,230	97,545	100,289
U (p-2)	66,614	71,664	75,099	82,852	91,355	93,451	95,821	98,136	100,886
V (p-3)	66,614	71,664	75,099	83,311	92,846	94,942	97,305	99,619	102,373
W (Q-L)	66,614	71,664	75,099	84,903	93,590	95,686	98,049	100,363	104,000

Note: Effective 7.1.25 longevity has been incorporated into the schedule

Appendix A2 - 2026-2027 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
C	51,970	53,802	55,230	56,372	58,986	60,289	61,906	63,350	64,501
D	53,356	55,228	56,709	57,946	60,697	62,118	63,793	65,099	66,418
E	54,759	56,716	58,294	59,631	62,703	64,005	65,728	67,238	68,907
F	56,505	58,569	60,341	61,897	65,624	67,123	68,931	70,665	72,414
G	58,785	61,095	63,184	64,763	68,763	70,440	72,294	74,108	76,288
H	60,356	62,815	65,166	66,768	71,354	72,969	74,934	77,298	79,006
I	61,956	64,498	66,978	68,868	73,885	75,616	77,943	79,947	81,634
J	63,320	66,836	69,448	71,667	77,076	78,918	81,146	83,421	85,279
K	64,496	68,262	71,072	73,604	79,415	81,208	83,609	86,045	87,856
M	65,375	70,095	72,978	75,591	82,116	84,079	86,355	88,495	90,683
N	65,952	71,664	75,099	77,828	84,696	86,587	88,912	91,273	93,753
O	67,946	73,097	76,601	78,952	85,915	87,984	90,380	92,714	95,148
P (o-1)	67,946	73,097	76,601	79,923	87,030	89,103	91,504	93,843	96,283
Q (o-2)	67,946	73,097	76,601	81,678	89,722	91,854	94,253	96,614	99,410
R (o-4)	67,946	73,097	76,601	83,025	91,158	93,291	95,696	98,058	100,857
S (P-L)	67,946	73,097	76,601	83,824	92,324	94,457	96,863	99,225	102,023
T (p-1)	67,946	73,097	76,601	84,095	92,597	94,728	97,135	99,496	102,295
U (p-2)	67,946	73,097	76,601	84,509	93,182	95,320	97,737	100,099	102,904
V (p-3)	67,946	73,097	76,601	84,977	94,703	96,841	99,251	101,611	104,420
W (Q-L)	67,946	73,097	76,601	86,601	95,462	97,600	100,010	102,370	107,000

Note: Effective 7.1.25 longevity has been incorporated into the schedule

Appendix B - Supplementary Compensation Rates

All rates specified below are on an hourly basis, rounded up/down to the nearest quarter, unless otherwise indicated and shall be effective from July 1 through June 30 of the years indicated.

	2025-2026	2026-2027
Extra Class Offered for Credit*	FTE prorated at Teacher's regular step and lane	
Evening Classes	$37.00	$37.00
Homebound Instruction	$37.00	$37.00
Summer School - HS	$37.00	$37.00
Summer School - Elementary/MS/ESY (Stipend paid over period of summer school)**	$1,900	$1,900
Regular Staff Subbing During Prep or Covering a Colleague's Classroom***	$50.00	$50.00
Loss of Prep Time	$50.00	$50.00
Lunchroom Supervision	$37.00	$37.00
Curricular Work	$37.00	$37.00
Workshop/Staff Development (Outside of working day)	$37.00	$37.00
PLC (Part-time staff required to report for PLC)	$37.00	$37.00
In-service	$37.00	$37.00

* Assignments may be made by mutual consent except in emergency situations
** Pay will be pro-rated based on the number of days if employee is absent.
*** Rounds to the nearest half hour

Appendix C - Co-Curricular Salaries

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

Athletics - High School and Middle School

	25-26	26-27
Athletic Director - Middle School	7,134	7,134
Equipment Manager - High School	6,849	6,849
Weight Room - High School	5,047	5,047
Baseball		
Head Coach	6,087	6,087
Junior Varsity	4,101	4,101
B Squad	4,065	4,065
9th Grade	3,395	3,395
Middle School (gr 7 & 8)	2,383	2,383
Basketball - Boys		
Head Coach	7,134	7,134
Assistant	5,343	5,343
B Squad	5,030	5,030
9th Grade	4,883	4,883
Middle School (gr 7 & 8)	2,891	2,891
Basketball - Girls		
Head Coach	7,134	7,134
Assistant	5,343	5,343
B Squad	5,030	5,030
9th Grade	4,883	4,883
Middle School (gr 6 - 8)	2,891	2,891
Cross Country - Boys & Girls		
Head Coach	5,177	5,177
Assistant	3,846	3,846
Middle School (gr 5 - 8)	2,362	2,362
Football		
Head Coach	7,134	7,134
Assistant	5,343	5,343
B Squad-Head	4,883	4,883
B Squad-Assistant	4,319	4,319
9th Grade	4,319	4,319
Middle School (gr 7 & 8)	2,625	2,625

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

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

	25-26	26-27
Golf - Boys		
Head Coach	4,483	4,483
Assistant-JV	3,191	3,191
Golf - Girls		
Head Coach	4,483	4,483
Assistant-JV	3,191	3,191
Gymnastics		
Head Coach	5,584	5,584
Assistant	4,169	4,169
Hockey - Boys		
Head Coach	7,128	7,128
Assistant	5,334	5,434
Junior Varsity	5,272	5,272
Hockey - Girls		
Head Coach	7,128	7,128
Assistant	5,434	5,434
Junior Varsity	5,272	5,272
Lacrosse - Boys		
Head Coach	6,087	6,087
Assistant	4,373	4,373
Lacrosse - Girls		
Head Coach	6,087	6,087
Assistant	4,373	4,373
Skiing-Nordic or Cross Country		
Head Coach	5,306	5,306
Assistant	3,990	3,990
Middle School (gr 7 & 8)	1,918	1,918
Skiing-Alpine or Slalom		
Head Coach	5,177	5,177
Assistant	4,455	4,455

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

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

	25-26	26-27
Soccer - Boys		
Head Coach	6,087	6,087
Junior Varsity/B Squad	3,982	3,982
C Squad	3,368	3,368
Middle School (gr 6 - 8)	2,378	2,378
Soccer - Girls		
Head Coach	6,087	6,087
Junior Varsity/B Squad	3,982	3,982
C Squad	3,368	3,368
Middle School (gr 6 - 8)	2,378	2,378
Softball		
Head Coach	6,087	6,087
Assistant	4,101	4,101
B Squad	4,064	4,064
9th grade	3,394	3,394
Middle School (gr 7 & 8)	2,383	2,383
Swimming - Boys		
Head Coach	6,849	6,849
Assistant	4,883	4,883
Dive	2,897	2,897
Swimming - Girls		
Head Coach	6,849	6,849
Assistant	4,883	4,883
Dive	2,897	2,897
Middle School (gr 5 - 8)	2,897	2,897
Tennis - Boys		
Head Coach	4,695	4,695
B Squad	3,707	3,707
Middle School (gr 5 - 8)	2,362	2,362
Tennis - Girls		
Head Coach	4,695	4,695
B Squad	3,707	3,707
Middle School (gr 6 - 8)	2,362	2,362
Middle School (gr 5)	1,417	1,417
Track & Field - Boys		
Head Coach Boys and Girls Combined (High School Only	7,081	7,081
Assistant	4,373	4,373
Middle School (gr 5 - 8)	2,517	2,517

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

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

	25-26	26-27
Track & Field - Girls		
Assistant	4,373	4,373
Middle School (gr 6 - 8)	2,517	2,517
Middle School (gr 5)	1,511	1,511
Volleyball		
Head Coach	5,373	5,373
Junior Varsity	4,072	4,072
B Squad	3,992	3,992
9th grade	3,269	3,269
Middle School (gr 7 & 8)	2,362	2,362
Wrestling		
Head Coach	7,134	7,134
Junior Varsity	5,726	5,726
9th grade	4,883	4,883
Middle School (gr 5)	2,168	2,168
Middle School (gr 6 - 8)	3,612	3,612

Music, Drama, Speech & Clubs - High School

	25-26	26-27
Musical Production		
Artistic Director	4,230	4,230
Choreographer	1,589	1,589
Musical Director	3,252	3,252
Technical Director	3,027	3,027
Full Length Play Production		
Artistic Director	4,230	4,230
Technical Director	3,027	3,027
Publications		
Yearbook Advisor (offered as a class)	3,865	3,865
Yearbook Assistant Advisor	3,470	3,470

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

Music, Drama, Speech & Clubs - High School (Cont'd)

	25-26	26-27
Music Activities		
Band Director (gr 9 - 12)	1,846	1,846
Marching Band Director - Fall (gr 9 - 12)	4,125	4,125
Marching Band Director - Summer (gr 9 - 12)	4,125	4,125
Pep Band Director (gr 9 - 12)	1,846	1,846
Color Guard - Summer (gr 9 - 12)	3,722	3,722
Color Guard - Fall (gr 9 - 12)	3,722	3,722
Drum Line - Summer (gr 9 - 12)	3,722	3,722
Drum Line - Fall (gr 9 - 12)	3,722	3,722
Jazz Ensembles (gr 9 - 12)	4,125	4,125
Orchestra Director (gr 5 - 12)	1,846	1,846
Orchestra Pit Performers (5 @ $753/$768)	3,842	3,842
Vocal Director (gr 9 - 12)	1,846	1,846
Vocal Jazz Ensembles (gr 9 - 12)	4,125	4,125
Riverside Company	5,868	5,868
Show Choir Choreographer	1,796	1,796
Dynamic Edition	4,029	4,029
Assistant Show Choir Director (to both show choirs)	4,029	4,029
Other High School		
FFA (Hort) Advisor	2,577	2,577
Knowledge Bowl Coach	2,867	2,867
National Honor Society Advisor	3,052	3,052
Peer Helper	3,052	3,052
Student Council Advisor	3,052	3,052
Clubs		
Creative Arts Club	1,796	1,796
Drama Club	1,796	1,796
French Honor Club	1,796	1,796
GSA	1,796	1,796
Spanish Club	1,796	1,796
Spanish Honor Club	1,796	1,796
Technology Club	1,796	1,796
Youth in Government Club	1,796	1,796
Link Crew (gr 9)	1,796	1,796

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

Music, Drama, Speech & Clubs - Middle School

	25-26	26-27
Musical Production		
Artistic Director	2,929	2,929
Technical Director	1,697	1,697
Musical Director	1,816	1,816
Full Length Play Production		
Artistic Director	2,929	2,929
Technical Director	1,697	1,697
Line Coach	432	432
Season Play		
Play Director	2,020	2,020
Assistant Director	858	858
Rookie Plays - Director	942	942
Speech Team - Director	3,141	3,141
Publications - Annual	2,886	2,886
Music Activities		
Band Director	1,524	1,524
Orchestra Director (gr 5, 6, 7 & 8)	1,524	1,524
Vocal Director (gr 7 & 8)	1,524	1,524
Vocal Director (gr 5 & 6)	1,524	1,524
Jazz Ensembles (gr 6, 7 & 8)	1,816	1,816
Spiral Singers (gr 6, 7 & 8)	1,816	1,816
Student Council	1,821	1,821
Knowledge Bowl	1,821	1,821
Clubs		
Art Club	1,821	1,821
Future Teachers	1,821	1,821
Geography Club	1,821	1,821
Math Club	1,821	1,821
Outdoor Club	1,821	1,821
Robotics	1,821	1,821
Science Olympiad	1,821	1,821
U-Crew	1,821	1,821
Writing Center	1,821	1,821
Youth in Government	1,821	1,821
WEB (Where Everyone Belongs)	1,796	1,796

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

Music - Elementary Schools

	25-26	26-27
Morning Elementary Choir Program	1,271	1,271

Appendix D - Severance Qualification

The following teachers shall qualify for contribution under Article XVI, Section 2.

Cooper, Carlyn
Destross, Jeff
Dewall, John
Hanson, James

Appendix E1 - Tier 4 Teacher Contract

TIER 4 TEACHER CONTRACT

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

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

1. Basic Services: Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.

2. Duration: This Contract is subject to the provisions of Minnesota Statutes section 122A.184 and Minnesota Statutes section 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. After Teacher attains continuing contract status, this Contract shall remain in full force and effect except if terminated, modified by mutual consent of the School Board and Teacher, or ended by written resignation pursuant to Minnesota Statutes section 122A.40.

3. Tier 4 License: Teacher must maintain a Minnesota Tier 4 Teaching License under Minnesota Statutes section 122A.184 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 4 Teaching License by the first day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits. If Teacher is approved for a Tier 1, 2, or 3 Teaching License but not Tier 4, the School Board may, in its sole discretion, enter into a Tier 1, 2, or 3 Teacher Contract with Teacher. If Teacher's Tier 4 License is revoked or suspended at any time during the school year for any reason, Teacher's employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or clearly demonstrate the action was done in error.

4. Duty Year: Teacher's duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.

5. Additional Services: The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 5 or by letter of assignment, together with a recitation of this compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of Teacher's continuing contract rights unless the words "continuing contract" are recorded immediately following the assignment.

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

Additional Service

Additional Compensation

1._____ $_____
2._____ $_____
3._____ $_____

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

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

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

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

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

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

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

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

_____
Teacher

IN WITNESS WHEREOF,
we have subscribed our signatures
this ____ day of _____,
20_____.

_____
School Board Chair

_____
School Board Clerk

Appendix E2 - Tier 3 Teacher Contract

TIER 3 TEACHER CONTRACT

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

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

1. Basic Services: Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.

2. Duration: This Contract is subject to the provisions of Minnesota Statutes section 122A.183 and Minnesota Statutes section 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. If Teacher attains continuing contract status, this Contract shall remain in full force and effect except if terminated, modified by mutual consent of the School Board and Teacher, or ended by written resignation pursuant to Minnesota Statutes section 122A.40.

3. Tier 3 License: Teacher must maintain a Minnesota Tier 3 Teaching License under Minnesota Statutes section 122A.183 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 3 Teaching License by the first day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits. If Teacher is approved for a Tier 1 or 2 Teaching License but not Tier 3, the School Board may, in its sole discretion, enter into a Tier 1 or 2 Teacher Contract with Teacher. If Teacher's Tier 3 License is revoked or suspended at any time during the school year for any reason, Teacher's employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or clearly demonstrate the action was done in error.

4. Duty Year: Teacher's duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.

5. Additional Services: The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 5 or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of Teacher's continuing contract rights unless the words "continuing contract" are recorded immediately following the assignment.

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

Additional Service

Additional Compensation

1._____	$_____
2._____	$_____
3._____	$_____

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

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

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

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

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

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

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

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

_____
Teacher

IN WITNESS WHEREOF,
we have subscribed our signatures
this ____ day of _____,
20_____.

_____
School Board Chair

_____
School Board Clerk

Appendix E3 - Tier 2 Teacher Contract

TIER 2 TEACHER CONTRACT

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

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

1. Basic Services: Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.

2. Duration: The duration of this Contract shall be from _____ to _____ [not later than June 30]. This Contract is subject to the provisions of Minnesota Statutes section 122A.182 and to all applicable laws, rules, and regulations of the State of Minnesota. This Contract may be terminated by the School Board, ended by written resignation by Teacher, or modified by mutual consent of the School Board and Teacher.

3. Tier 2 License: Teacher must maintain a Minnesota Tier 2 Teaching License under Minnesota Statutes section 122A.182 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 2 Teaching License by the first day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits. If Teacher is approved for a Tier 1 Teaching License but not Tier 2, the School Board may, in its sole discretion, enter into a Tier 1 Teacher Contract with Teacher. If Teacher's Tier 2 License is revoked or suspended at any time during the school year for any reason, Teacher's employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or demonstrate the action was done in error.

4. Employment Status: During the term of this Contract, Teacher will be in the teacher bargaining unit. Teacher will not have continuing contract rights under Minnesota Statutes section 122A.40.

5. Duty Year: Teacher's duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.

6. Additional Services: The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 6 or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. These assignments shall not extend beyond the duration of this Contract.

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

Additional Service

Additional Compensation

1._____ $_____
2._____ $_____
3._____ $_____

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

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

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

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

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

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

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

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

_____
Teacher

IN WITNESS WHEREOF,
we have subscribed our signatures
this ____ day of _____,
20_____.

_____
School Board Chair

_____
School Board Clerk

Appendix E4 - Tier 1 Teacher Contract

TIER 1 TEACHER CONTRACT

The School Board of Independent School District No. 200, Hastings, State of Minnesota, ("School Board" or "School District"), enters into this Contract with _____ ("Teacher"), a legally qualified Tier 1 licensed teacher pursuant to Minnesota Statutes section 122A.181 who agrees to teach in the public schools of said District as _____ for the school year 20___ to 20___.

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

1. Basic Services: Teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which Teacher has the necessary license.

2. Duration: The duration of this Contract shall be from _____ to _____ [*not later than June 30*]. This Contract is subject to the provisions of Minnesota Statutes section 122A.181 and to all applicable laws, rules, and regulations of the State of Minnesota. This Contract may be terminated by the School Board, modified in writing by mutual consent of the School Board and Teacher, or ended by written resignation of Teacher.

3. Tier 1 License: Teacher must maintain a Minnesota Tier 1 Teaching License under Minnesota Statutes section 122A.181 from the Professional Educator Licensing and Standards Board for the duration of this Contract. Unless otherwise agreed by the School District, if Teacher does not have a Tier 1 Teaching License by the first teacher duty day of the school year, this Contract will be null and void and Teacher shall be entitled to no compensation or other benefits provided by this Contract. If Teacher's Tier 1 License is revoked or suspended at any time during the school year for any reason, Teacher's employment with the School District shall be immediately terminated for cause unless Teacher can immediately cure the revocation or suspension or demonstrate the action was done in error.

4. Employment Status and Termination: During the term of this Contract, Teacher will be in the teacher bargaining unit. Teacher will not have continuing contract or other rights under Minnesota Statutes section 122A.40, and will not earn credit toward the probationary period necessary to obtain continuing contract rights.

5. Duty Year: Teacher's duty year shall be as adopted by the School Board, and Teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, Teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.

6. Additional Services: The School Board, or its designated representative(s), may assign Teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services that exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in this paragraph 6 or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. These assignments shall not extend beyond the duration of this Contract.

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

Additional Service	Additional Compensation
1._____	$_____
2._____	$_____
3._____	$_____

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

$_____	For basic services.
$_____	For additional services as set forth in paragraph 6.
$_____	Total salary, exclusive of fringe benefits.

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

8. Reference: This Contract may be subject to the agreement between the School District and the exclusive representative of teachers, to the extent it is applicable to Tier 1 teachers, and the provisions of the Public Employment Labor Relations Act, as amended.

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

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

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

IN WITNESS WHEREOF, I have subscribed my signature this ____ day of _____, 20____

_____
Teacher

IN WITNESS WHEREOF, we have subscribed our signatures this ____ day of _____, 20_____.

_____
School Board Chair

_____
School Board Clerk

Appendix F - Grievance Procedure

BMS Grievance Procedure

Application

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

Definitions

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

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

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

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

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

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

Step I

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

If the grievance involved and affects more than five employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within 20 days after the grievance occurred or 20 days after the grievance, through the use of reasonable diligence, should have known of the occurrence that gave rise to the grievance. The employer shall within five days service his/her answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

Step II

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

Step III

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

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

Step IV

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

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

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

the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

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

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

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

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

HASTINGS PUBLIC SCHOOLS – ISD #200
GRIEVANCE FORM

GENERAL INFORMATION

Employee Name: Date Grievance Filed:

Phone Number: Email Address:

Position: Classification:

Building: Department:

Supervisor: Grievance Representative (if any):

GRIEVANCE STEP

Step 1 ☐

Step 2 ☐ Note: Step 2 grievance must be filed within 15 days of first informal Step 1 meeting

Date of Step 1 Meeting: _____ Administrator: _____

Step 3 ☐ Note: Step 3 grievance must be filed within 15 days of first Step 2 meeting

Date of Step 2 Meeting: _____ Administrator: _____

NATURE OF GRIEVANCE

Date of Event Giving Rise to the Grievance:

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

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

DESIRED REMEDY

Please describe the desired outcome or remedy sought:

SIGNATURES

Signature of Employee: _____ Date: _____

Signature of Exclusive Rep: _____ Date: _____

Memorandum of Understanding - Tax Deferral of Severance

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

Whereas, the Association and the School District recognize the tax advantages of the tax deferral of severance for both the employer and the teacher.

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

1. An amount equal to the value of 100% of the amount defined in the parties' collective bargaining agreement will be placed into a post-retirement health care savings plan and the remaining 0% will be placed into the retiree's 403(b) plan. The provider of the post-retirement health care savings plan shall be the Minnesota State Retirement System. The retiree will not receive any direct payment from the School District for severance pay.

2. By September 1, the School District will deposit the full amount of the contribution to the Minnesota Health Care Savings Plan.

3. This is the full and complete agreement of the parties on this issue; there are no other oral or implied agreements.

4. This agreement does not set any precedent for any future issue.

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 1.29.26

BY: _____
FOR THE SCHOOL DISTRICT

EDUCATION MINNESOTA - HASTINGS

DATE: 1-30-26

BY: _____
ITS PRESIDENT

Memorandum of Understanding - Early Childhood Special Ed Stretch Calendar

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

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 2025-2027 Master Agreement. The Teachers, shall provide services during the summer months for consistent programming as assigned by April 30.

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

All the terms of the Master Agreement will apply to Teachers working the 12-month stretch calendar.

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

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 1.29.26

BY: _____
FOR THE SCHOOL DISTRICT

EDUCATION MINNESOTA - HASTINGS

DATE: 1-29-26

BY: _____
ITS PRESIDENT

Memorandum of Understanding - Elementary Collapsed Classroom

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

WHEREAS, the School District and the Association agree that, from time to time, it is necessary to collapse elementary classrooms when a substitute teacher cannot be secured.

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

1. The practice of collapsed classroom at the elementary level will be utilized at the discretion of the building principal; and

2. A collapsed classroom shall be defined as dispersing 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; and

3. Teachers who, as a result of a collapsed classroom, are required to teach a minimum of an additional six students, for at least one hour, shall be compensated at the rate of $50 per hour for each hour the collapsed classroom is taught, consistent with the rate established for regular staff covering a colleague's classroom; and

4. This MOU shall be in effect for the 2025-2026 and 2026-2027 school years only. The need for this MOU will be revisited at the end of the 2026-2027 school year and must be mutually agreed to at that time in order to continue.

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 1.29.26

BY: _____
FOR THE SCHOOL DISTRICT

EDUCATION MINNESOTA - HASTINGS

DATE: 1-29-26

BY: _____
ITS PRESIDENT

Memorandum of Understanding - Secondary Collapsed Classroom

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

WHEREAS, it has become increasingly difficult to secure substitutes to fill the vacancies of staff absent from work due to illness, and other types of leave; and

WHEREAS, the District has found it necessary, when no substitute has been secured, or colleague available to cover the class, to collapse a classroom(s) and divide students from one classroom into the classroom(s) of another teacher(s); and

WHEREAS, the parties mutually agree that when a teacher is required to take half, or more, of another teacher's class, such teacher shall receive compensation; and

WHEREAS, the Education Minnesota-Hastings Master Agreement currently does not provide a rate of payment in such circumstances.

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

1. Teachers required to take half or more of the students from another teacher's classroom, because there is no coverage available (by either a colleague or a sub) shall be eligible for compensation in accordance with this MOU; and

2. Such teachers shall be eligible to receive compensation at the rate of $50.00 per hour (rounded to the nearest half hour), consistent with the hourly rate provided in Appendix B of the Education Minnesota-Hastings Master Agreement for "Covering a Colleague's Classroom"; and

3. Teachers opting to take additional students into their classroom, despite coverage being available, shall not be eligible for additional compensation; and

4. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.

5. This MOU shall be in effect for the 2025-2026 and 2026-2027 school years only. The need for this MOU will be revisited at the end of the 2026-2027 school year and must be mutually agreed to at that time in order to continue.

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 1.29.26

BY: _____
FOR THE SCHOOL DISTRICT

EDUCATION MINNESOTA - HASTINGS

DATE: 1-29-26

BY: _____
ITS PRESIDENT

Memorandum of Understanding - Paid Family Medical Leave (PFML)

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

Whereas, MN State PFML goes into effect beginning January 1, 2026; and

Whereas, all of the factors and the impacts of such, related to PFML, have not yet been clearly defined by the State of Minnesota; and

Whereas, the District and the Association mutually agree that, as part of the ratification of the 2025-2027 Master Agreement, it is important to define how the District will implement PFML to the best of our ability.

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

1. Procedural
    a. PFML shall run concurrently with available leave under the Family Medical Leave Act (FMLA), the MN Parental and Pregnancy Leave Act, and other state and federal leaves if the purpose of the leave is for the same type of qualifying reason (if the individual is eligible), Sick/ESST, and other District provided leave; and
    b. Employees shall be responsible for applying for and providing required documentation through the State PFML program; and
    c. The District may require medical or other certification, in accordance with applicable laws; and

2. Notification
    a. Employees must notify the District prior to applying for PFML benefits; certification received from DEED when applying for Minnesota Paid Leave benefits must be sent to the District within 48 hours of the submission; and

3. Insurance
    a. Employees shall continue to be responsible for payment of their portion of insurance and other premiums via payroll deduction; if the employee is not receiving pay from the District, payment must be made in accordance with established District procedures for continuation of benefits; and

4. Leave Usage
    a. Leave must be used in half or whole days; and
    b. Employees shall be allowed to "top off" PFML with available sick/ESST or discretionary paid leave, to the extent that they qualify for benefits under PFML; and
    c. Total pay, including any leave "top off", shall not exceed 100% of the employee's regular wages; and
    d. An employee may "top off" PFML using Sick Leave Bank for the portions(s) of a day needed, to the extent eligible, not to exceed ten calendar/working days (not hours equivalent to ten working days); and
        i. When PFML is occasioned by pregnancy, an employee may, to the extent eligible, "top off" PFML benefits with Sick Leave Bank days during the first

six to eight weeks following childbirth, as supported by medical certification; and

5. Intermittent Leave
    a. Employees may not "top off" PFML when used on an intermittent basis; and
        i. For purposes of this MOU, intermittent shall be defined as anything less than eight consecutive days; and
    b. The maximum allowable intermittent leave will be 480 hours and must be used in half or whole days; and

6. The Association and the District both acknowledge that in accordance with Article IX, Compensation and Salary Schedule, Section 4, Experience Credit, Subd. 2, employees electing leave for an extended period of time may not be eligible for a step increase the subsequent school year, dependent on meeting the requirement of working at least one half of the duty days in a school year; and

7. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation; and

8. This MOU shall be effective for the 2025-2026 and 2026-2027 school years only and shall sunset on June 30, 2027.

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 1.29.26

BY: _____
FOR THE SCHOOL DISTRICT

EDUCATION MINNESOTA - HASTINGS

DATE: 1-29-26

BY: _____
ITS PRESIDENT

MEMORANDUM OF UNDERSTANDING
PROFESSIONAL DEVELOPMENT RELATED TO IMPLEMENTATION OF CURRICULUM IN COMPLIANCE WITH READ ACT

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

WHEREAS, recent legislative changes require that the District comply with the READ Act; and

WHEREAS, the READ Act requires that the District select a state-approved professional development for Phase 2 staff, and complete the training associated with such professional development with 80% proficiency (required for a passing score) by July 1, 2027; and

WHEREAS, in collaboration with teaching staff who are responsible for literacy instruction, the District has selected the STRIVE option; and

WHEREAS, STRIVE allows for self-paced online learning, which includes nine modules, and three synchronous sessions, expected to take 30-35 hours in total; and

WHEREAS, the District and the Union mutually agree that providing a flexible schedule, including summer hours for part of the training, is in the best interest of all parties to ensure all staff complete the required training.

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

1. All teachers identified under Phase 2 of the Read Act (approximately 20 teachers) will be required to complete the following professional development related to the implementation of the STRIVE curriculum:
    a. Three forty-five minute virtual training sessions; and
    b. Nine training modules varying in length

2. Teachers required to complete such professional development will be identified by June 1, 2026; and

3. Identified teachers will complete the modules at their pace. No time during District Staff Development days will be allotted for completion of these modules; and

4. Teachers will receive their STRIVE registration information prior to the end of the 2025-26 school year. Additionally, newly hired and identified staff will receive information once the hiring process is complete; and

5. Compensation for this training shall be $37 per hour for up to 35 hours, in alignment with rates established in Appendix B; and

6. Teachers completing the training shall be compensated via completion and submission of a payroll voucher(s) indicating specific dates and times worked; and

7. Individual teachers who do not demonstrate the required proficiency of 80% through the compensated hours provided by the District shall be required to complete any additional work to meet the required proficiency on their own time without additional compensation; and

8. The terms of this Memorandum of Agreement shall not establish a precedent, nor shall it be used to seek or justify similar terms in any subsequent situation.

HASTINGS PUBLIC SCHOOLS - ISD 200	EDUCATION MINNESOTA - HASTINGS
DATE: 5.22.26	DATE: May 22, 2026
BY: _____	BY: _____
FOR THE SCHOOL DISTRICT	ITS PRESIDENT

MEMORANDUM OF UNDERSTANDING
PROFESSIONAL LEARNING COMMUNITY (PLC) LEADS

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

WHEREAS, the District is implementing a district-wide instructional framework designed to strengthen instructional practices, promote consistent use of Core Commitments (CCs), improve the effectiveness of Professional Learning Communities (PLCs), and support instructional coaching, peer observations, and instructional rounds to enhance student engagement and student achievement; and

WHEREAS, the District has established PLC Lead responsibilities to support the effective operation of PLC teams through required training, coordination, and facilitation of PLC meetings throughout the school year; and

WHEREAS, secondary department leads are compensated in accordance with the Ed MN Teacher Master Contract; and

WHEREAS, at the secondary level, individuals assigned as department leads shall also be responsible for fulfilling the responsibilities of PLC Lead; and

WHEREAS, elementary schools do not have department lead positions; and

WHEREAS, the parties wish to establish compensation for PLC Lead responsibilities for the 2026-2027 school year;

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

1. The annual stipends for PLC Leads shall be as follows:

    a. Elementary: $800
    b. Middle School: $500
        i. This shall be in addition to compensation received as a department lead
    c. High School: $500; and
        i. This shall be in addition to compensation received as a department lead

2. The stipends established under this MOU are temporary and apply only to the 2026-2027 school year. The stipends are intended to compensate employees for the PLC Lead responsibilities assigned during that school year, including but not limited to, required training, coordination, and facilitation of PLC meetings; and

3. Any continuation of PLC Lead positions or compensation beyond the 2026-2027 school year shall be subject to further discussion between the District and the Union and, where applicable, a separate written agreement between the parties; and

4. This MOU is limited to the specific circumstances and time period described herein. It shall not establish a precedent, past practice, or ongoing obligation regarding PLC Lead assignments, stipends, or compensation for similar or other assignments in the future; and

5. This MOU shall sunset on June 30, 2027.

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 10.22.26

BY: _____

FOR THE SCHOOL DISTRICT

EDUCATION MINNESOTA - HASTINGS

DATE: 10-12-26

BY: _____ Jessie Holm Lead Negotiator

ITS PRESIDENT