

School Board Special Meeting
Monday, February 26, 2024 - 4:00 pm -
Board Chair Carolyn Dube will be joining
virtually from Capella Tower, 225 S. 6th St.,
Minneapolis, MN

District Office Conference Room, Room 164
Austin High School
401 3rd Ave. NW
Austin, MN 55912

Agenda

1. Call to order/roll call
Speaker(s): Chairperson
2. Approval of agenda (Action)
Speaker(s): Chairperson
3. American Indian Education Parent Advisory Committee (AIEPAC) update
Speaker(s): Equity Coordinator Kristi Beckman and AIEPAC Chairperson Amanda Schramm
4. Achievement Integration Plan amendment (Action)
Speaker(s): Equity Coordinator Kristi Beckman
5. Strategic Plan Update: 2023-24 revised budget discussion
Speaker(s): Exec Dir of Finance and Operations Todd Lechtenberg
6. First reading of revised policy 410 - Family and Medical Leave
Speaker(s): Director of Human Resources Sue Stark
7. Request approval of 2024-2026 Austin Principals Association contract (Action)
Speaker(s): Director of Human Resources Sue Stark
8. Request approval of 2024-2027 superintendent contract (Action)
Speaker(s): Chairperson
9. Adjournment
Speaker(s): Chairperson



DATE: 2/26/2024

TITLE: American Indian Education Parent Advisory Committee (AIEPAC)

TYPE: Report

PRESENTER: Kristi Beckman and Amanda Schramm

BACKGROUND: When a district has ten or more American Indian students by state ethnicity definitions, the district is required to convene an AIEPAC. When a district has twenty or more students, the district can apply for American Indian Education Aid. Austin has over 50 students and has applied for and been approved to receive \$56,000 in aid to support learning outcomes for American Indian students. Each year, the AIEPAC must complete the annual compliance process, and as part of the process, the group can provide suggestions and feedback to the board. Amanda Schramm, AIEPAC chair, will present the group's feedback.

RATIONALE: The AIEPAC annual compliance process establishes a formal communication structure to ensure proactive dialogue and support mutual understanding between American Indian families and school districts.

RECOMMENDATION: The board will receive the AIEPAC's report and has sixty days to respond in writing.



DATE: 2/26/2024
TITLE: Achievement Integration Plan Amendment
TYPE: Action
PRESENTER: Kristi Beckman

BACKGROUND: When a district has ten or more American Indian students by state ethnicity definitions, the district is required to convene an American Indian Education Parent Advisory Committee (AIEPAC). The AIEPAC chair must sign off on the district’s Achievement Integration plan. Because APS had not yet established an AIEPAC last year, our integration plan was provisionally approved by the state under the condition that we amend the plan to add a goal to support the formation and efforts of our AIEPAC.

RATIONALE: The work of the AIEPAC and Achievement Integration efforts are complementary, but neither can supplant other district initiatives. APS now has a robust, active AIEPAC and communication structures in place to help inform Achievement Integration work and American Indian education outcomes overall.

RECOMMENDATION: Approve the amended Achievement Integration Plan, which has been revised to include a goal and strategies to support the work of our AIEPAC.

Achievement and Integration Plan

July 1, 2023 to June 30, 2026

Submissions due by March 15th, 2023

District ISD# and Name: Austin Public Schools #492

District Integration Status: RI

Superintendent: Joey Page

Phone: 507-460-1900

Email: joey.page@austin.k12.mn.us

Plan submitted by: Kristi Beckman

Title: Equity Coordinator

Phone: 507-460-1107

Email: kristi.beckman@austin.k12.mn.us

Racially Identifiable Schools within District

If you have been notified by the Minnesota Department of Education (MDE) that your district has a racially identifiable school, please list each of those schools below. Add additional lines as needed.

1. Sumner Elementary

Plans for racially identifiable schools should include the same information and follow the same format as districtwide plans. Provide that information in the [Racially Identifiable School section](#) of this document.

Partnering Districts Racially isolated districts must partner with adjoining districts on student integration strategies (Minn. R. 3535.0170). List the districts you will partner with, adding additional lines as needed. Provide the name of your integration collaborative if you have one: Type name of integration collaborative here, if applicable

1. Albert Lea (RI)
2. Hayfield (A)
3. Southland (A)

School Board Approval

We certify that we have approved this Achievement and Integration plan and will implement it as part of our district's World's Best Workforce plan ([Minn. Stat. § 124D.861, subd. 4](#)).

We certify that we sought and received input on integration goals and strategies from councils as described on page 2. The council(s) included representation and meaningful input from our American Indian Parent Advisory Committee as required by [Minnesota Rules 3535.0160, subpart 2](#), and [Minnesota Rules 3535.0170, subparts 2-5](#).

Superintendent: Enter name here.

Signature:

Date Signed: Enter date here.

School Board Chair: Enter name here.

Signature:

Date Signed: Enter date here

Plan Input

Minnesota School Desegregation/Integration Rule, part 3535.0170, subpart 2, requires racially isolated and adjoining districts to establish a multidistrict collaboration council to provide input on integration goals and to identify cross-district strategies to improve student integration.

Districts with racially identifiable schools are required to convene a community collaboration council to assist in developing integration goals and to identify ways of creating increased opportunities for integration at the racially identifiable schools (Minn. R. 3535.0160, subp. 2).

American Indian Parent Advisory Committee Districts with an American Indian parent advisory committee must include representation from this committee on the councils described above (Minn. R. 3535.0160, subp. 2, and 3535.0170, subp. 3).

For stakeholder input to be meaningful it should be based on open communication and coordination that acknowledges and considers the views of all participants. For steps to ensure that input from your council is meaningful, see the Facilitation Guide in the [Achievement and Integration Plan Guide](#), and see the [Tribal Consultation Guidance](#).

AIPAC Member Signature (if applicable): _____ Date Signed: Enter date here

Below, list your council members and identify American Indian parent committee members. Briefly describe council members' recommendations for your district-wide plan and for your racially identifiable school plans, as applicable. You may also include meeting dates and describe the process you used to ensure meaningful input from council members.

American Indian Parent Education Advisory Committee: Amanda Schramm, Rebekah Eikmeyer, Anna Aguilar, Kea Maxwell, Lisa Schutz. District Members: Kristi Beckman and Andrea Malo

Multidistrict Collaboration Council: Katie Baskin, Kristi Beckman, Gayle Brownlow, Burke Egner, Scott Hall, Grant Klennert, Cori McRae, Kathy Serratore.

Community Collaboration Council for Racially Identifiable School(s): Katie Baskin, Kristi Beckman, Lynn Hemann, Andrea Malo, Jill Rollie, Matt Schmit, Kim Potter, Katie Tharp, Karla Carroll, Eric Kossoris, Christine Hulsebus, Erin Schumacher, Varinh Van Vugt, Natalie Bunnell, Cece Kroc, Robin Garcia, Jennifer Lawhead, Nikky Tolde, Don Leathers, Ashley McLaren, Joey Page, Amy Learn, Deb Nelson, Jayne Ekins, Lisa Rueckert, Katie Ulwelling, Kathy Green, Sheila Berger, Amanda Schramm

Submitting this Plan

Submit your completed plan as a Word document to MDE for review and approval **no later than March 15, 2023** (Minn. Stat. § 124D.861, subd. 4). Once it's signed, scan the signature page and save it as a separate PDF. Email your plan and signature page to MDE.integration@state.mn.us.

Detailed directions and support for completing this plan can be found in the [Achievement and Integration Plan Guide](#).

Achievement and Integration Goals

This plan must contain three types of goals, at least one for each of the following:

1. Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.
2. Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners.
3. Increasing racial and economic integration (Minn. Stat. § 124D.861, subd. 2 (a)).

Goal #1: The percentage of students able to identify career pathways related to the integrated STEM enrichment activities they are participating in will increase from a baseline of 0% in 2023-2024 to 90% in 2025-26.

Aligns with WBWF area: All students are ready for career and college.

Goal type: Integration

To add goals, copy the goal section directly above and paste them below the strategies and KIPs supporting Goal #1.

Strategies

Strategy Name and # 1 Discover Drones

Type of Strategy:

- Innovative and integrated pre-K-12 learning environments. * If you choose this, complete the Integrated Learning Environments section below.
- Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions. | <input checked="" type="checkbox"/> Increases cultural fluency, competency, and interaction. |
| <input type="checkbox"/> Provides school enrollment choices. | <input type="checkbox"/> Increases graduation rates. |
| | <input type="checkbox"/> Increases access to effective and diverse teachers. |

Narrative description of this strategy. Students will be exposed to a week-long drone education camp that will give them the opportunity to learn about, build, fly, and race drones. As the program grows, additional week-long sessions will be offered to cover topics such as crop management, aerial photography, and licensed drone operation. The camp will give students the opportunity to connect with students across districts, collaborate, build relationships, and learn about each other’s cultural identities. This camp will teach students marketable skills in UAS (Unmanned Aerial Systems) that are highly in demand in a number of career pathways, including agriculture, real estate, law enforcement, government, and marketing. Camps will be offered to students in grades 7-12. One camp will be taught for students in grades 7-8 and another for grades 9-12. Instruction will utilize collaboration, hands-on learning, and varied grouping strategies to support students in increasing their comfort level in interacting with peers from neighboring communities and diverse backgrounds. An application process will be developed and selection will ensure that each district is able to send a proportionate number of students so that the group of participants mirrors the collaborative demographics. Selection of participants will emphasize ensuring access and representation for students who are culturally, linguistically or socio-economically diverse.

Location of services: Albert Lea

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.

Target 2024	Target 2025	Target 2026

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
The percentage of students who attend Discover Drones who will be able to identify at least one career or interest pathway in which they can incorporate the skills they learned at camp will increase by 10% each year.	70%	80%	90%
Students will indicate an increased comfort in interacting with students from other districts and backgrounds as measured by responses on a 5 point Likert scale, with a goal of 80% of students responding that they agree or strongly agree.	70%	75%	80%
The number of students disaggregated by race, ethnicity and FRPL participating in Discover Drones will increase by two each year, from 0 in 2023 to 6 in 2026.	2	4	6

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # 2 Project E3

Type of Strategy: Enter one of the following types of strategies:

- Innovative and integrated pre-K-12 learning environments. * If you choose this, complete the Integrated Learning Environments section below.
- Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- x Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- x Increases cultural fluency, competency, and interaction.

[Click here to enter text.](#)

Narrative description of this strategy

- Project E³: Environmental Science and Engineering for Everyone is an inter-district summer program focused on math and science enrichment. The cohort-based model will allow up to 100 students in grades 4-6 to spend four weeks during the summer exploring science and math through interactive, engaging, high-level environmental engineering units. Member districts will send student participants and contribute through incentive revenue. Project E3 will reduce enrollment disparities in the following ways:
- Project E3 is an inter-district enrichment program. Students enrolled in the program participate in 16 days of collaborative, hands-on programming. Because Austin works purposefully to ensure that the demographics of our participants in Project E3 mirror our demographics (57% students of color), Project E3 offers an opportunity to our students in neighboring districts whose enrollment includes less than 10% students of color to have access programming that reduces cross-district enrollment disparities.
- Project E3 provides students with the skills and self-confidence needed to explore career pathways in STEM while building relationships with students of culturally, linguistically, and socioeconomically diverse backgrounds from neighboring collaborative districts. Student surveys will be utilized to determine whether these outcomes have been met.

Location of services: IJ Holton Intermediate School, Austin

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Increase the racial diversity (disaggregated by race, ethnicity and FRPL) of the student participants in Project E3 from a baseline of 24 students in FY 24 to in 35 students in FY26.	24	30	35
Students will indicate an increased comfort in interacting with students from other districts and backgrounds as measured by responses on a 5 point Likert scale, with a goal of 80% of students responding that they agree or strongly agree.	70%	75%	80%

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # 3 Robotics.

Type of Strategy: Enter one of the following types of strategies:

- Innovative and integrated pre-K-12 learning environments. * If you choose this, complete the Integrated Learning Environments section below.
- Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Increases cultural fluency, competency, and interaction.

Narrative description of this strategy.

As a complement to our math, science and engineering program, students from around the collaborative will be recruited to participate in Robotics teams. In Grades 4-5, students participate in Vex League tournaments, working in inter-district team building sessions on Saturdays before traveling together to regional competition. Students in Grades 6-8 work in inter-district Vex robot teams and will also collaborate on multiple occasions in inter-district cooperative learning environments before competing.

Location of services: Schools across the collaborative

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
The percentage of students who participate in Robotics who will be able to identify at least one career or interest pathway in which they can incorporate the skills they learned at camp	60%	70%	80%

will increase by 10% each year.			
Students will indicate an increased comfort in interacting with students from other districts and backgrounds as measured by responses on a 5 point Likert scale, with a goal of 80% of students responding that they agree or strongly agree.	70%	75%	80%
The number of students participating in Robotics will increase by two each year, from 0 in 2023 to 6 in 2026 (disaggregated by race, ethnicity and FRPL).	2	4	6

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Goal #2: The graduation rate for Black/African American students in Austin Public Schools will increase from 75.0% in 2021 to ≥ 80.0% in 2026.

Aligns with WBWF area: All students graduate from high school. All children are ready for school.

Goal type: Achievement Disparity

Strategies

Strategy Name and # 4 Success Coaches.

Type of Strategy: Family engagement

Narrative description of this strategy. Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how instruction will be delivered, and where will this take place. The Success Coach Program is a family engagement and empowerment program. Coaches identify and respond proactively to barriers, and work with parents and students to take charge of their success. They hold frequent meetings to promote parent empowerment, understanding of the school system, and community connections. The integration program supports the salaries, benefits, and in-district transportation costs of twelve bilingual, bicultural coaches who work with families, students and staff to promote academic and social success and access to resources. They have also been an integral part of helping our districts understand cultural differences and have helped us address students and families in a more effective way. They collaborate across districts when possible to create efficiencies and promote inter-district opportunities for students and parents. Three of our success coaches have been trained in Check and Connect in order to help students and families overcome obstacles for success and improve attendance, behavior and achievement outcomes. Check and Connect may be expanded in the future. Location of services: Districtwide.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Attendance rates for non-white students will increase from 89.41 in the 21-22 school year to 92% in 2026.	90%	91%	92%
Enter KIP.			

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # 5 AVID

- **Type of Strategy:** Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Narrative description of this strategy. Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how instruction will be delivered, and where will this take place.

AVID is a schoolwide approach to preparing students for success in careers, college, and a global society. AVID secondary students will take an elective class as well as a rigorous course (such as honors or AP) in order to develop skills necessary for high school graduation and college readiness: study skills, organization, critical thinking, collaboration, reading and writing. Tutorials and collaborative study groups will support the students in inquiry-based problem solving. Wrap-around services such as motivational events/speakers, college visits, exam prep, etc. will ensure that students have the knowledge and skills they need to help identify career pathways and postsecondary educational pathways to achieving their goals. Professional development for staff will support the implementation of AVID best-practice instructional strategies to help ensure all students have access to rigorous instruction at their level.

Location of services: Districtwide grades 5-12.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Increase in percentage of students of color enrolled in rigorous courses in grades 5-12 from 30% in 2022 to 38% in 2026..	33%	36%	38%
Enter KIP.			

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # 6 Young Scholars

- **Type of Strategy:** Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Narrative description of this strategy. Young Scholar groups target students that have demonstrated high ability in their Nonverbal reasoning skills on the CogAT assessment, and in observation in whole group lessons. The Young Scholars model provides equity of opportunity for students with demonstrated high ability to have access to complex, in-depth instruction. Young Scholars nurtures the development of the students' critical thinking and problem-solving skills so that they are able to access other advanced academic options later in their school experience. By recognizing high potential in students and helping to develop their talent, we are able to offer an innovative entry point for many students who are typically underrepresented in our Gifted and Talented programs.

Location of services: Districtwide grades K-4.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Ensure that the percentage of non-white students enrolled in GT interventions in grades K-4 continues to mirror the district demographics. (Baseline 51% in 2022.)	52%	53%	54%

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # 7 Be Your Best

- **Type of Strategy:** Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Narrative description of this strategy. Be Your Best College Prep Academy is a free program for young people between the ages of 16-22. Students take college prep math, reading, writing and career planning courses. Courses last for eight weeks during the summer. Students also receive guidance and support through dedicated instructors, advisors, counselors and tutors. The percentage of Austin students of color enrolling into college prep, PSEO, and concurrent enrollment courses is lower than the rate at which these students are enrolled in Austin High. They benefit from educational seminars designed to help them navigate college successfully and participate in fun pro-social activities and trips. Be Your Best decreases these racial and economic enrollment disparities in several key ways: 1) protected class students are able to access college prep courses free of charge during the summer, increasing the number of those students enrolling to a level that better reflects their overall enrollment into Austin High. 2) Sophomores and Juniors who complete Be Your Best return to their high schools and enroll in PSEO and concurrent classes at a higher rate than they do otherwise, thus reducing the racial & economic enrollment disparities for those advanced courses (which students of traditionally enroll in much lower rates than their overall enrollment into the high school) 3) Enables senior participants to enroll directly into credit-bearing courses as college freshmen, eliminating the need to take remedial courses and reducing enrollment disparities in classes like Freshman English and College Algebra.

Location of services: Riverland Community College, Austin.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
The number of students earning a high school diploma and enrolled in any institute of higher education within 16 months will increase from 64% in 2020 to 70% in 2026. (As reported on the Minnesota Report Card "college-going" indicator.)	66%	68%	70%
Increase non-white student graduation rate from 72% in 2021 to 75% in 2026	73%	74%	75%
Enter KIP.			

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Goal #3: Student responses to Minnesota Student Survey questions assessing teacher/student relationships will increase to reflect 90% or higher rate of students responding agree/strongly agree. (See KIPs for baseline data regarding specific questions.)

Aligns with WBWF area: All racial and economic achievement gaps between students are closed.

Goal type: Teacher Equity

Strategies

Strategy Name and # 8 Professional Development

- **Type of Strategy:** Professional development opportunities focused on academic achievement of all students.

Narrative description of this strategy. All district staff will be provided with opportunities to engage in training to ensure that students are respected and valued. Training will focus on ensuring that the curriculum is relevant, and instruction is differentiated to meet students’ individual needs. Culturally relevant leadership training will focus on ensuring that families of all backgrounds are greeted in a friendly, welcoming building climate by all staff. Training will include strategies for increasing staff confidence in intercultural communication, cultural self-awareness, marginalization, microaggressions, systemic racism and privilege, and differentiating instruction to promote engagement and rigor for all. Specific professional development initiatives will include PBIS equity work, Clifton Strengths, and cultural competence training aligned to the MN statute requirements, as well as district-facilitated equity PD. We are braiding equity into our MTSS work and will be embedding guided questions about equity into our MTSS data analysis process, then utilizing resources to address racially predictable gaps. PD may include AVID's Culturally Relevant Teaching, Zaretta Hammond, Equity Literacy frameworks and case studies, collaborative structures, Hofstede's cultural dimensions, or other resources recommended by our partners at CAREI. The goal is to explore cultural differences, implicit bias, and best practice instructional strategies to ensure staff are trained to build rigorous, collaborative classroom environments that meet the needs of all students.

Location of services: Districtwide and regional professional development events.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Student survey responses to the question “Overall, adults at my school treat students fairly” will increase from 89% agree/strongly agree in 2019 to 95% in 2026.	90%	92%	95%
Student survey responses to the question “Adults at my school listen to the students.” will increase from 86% agree/strongly agree in 2019 to 95% in 2026.	88%	92%	95%
Student survey responses to the question “Most teachers at my school are interested in me as a person” will increase from 76% agree/strongly agree in 2019 to 85% in 2026.	76%	80%	85%

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Goal #4: APS will support the establishment of an American Indian Education Advisory Committee (AIEPAC) and provide support to ensure that the annual compliance process is completed on an annual basis.

Aligns with WBWF area: All racial and economic achievement gaps between students are closed.

Goal type: Achievement.

Strategies

Strategy Name and # 9 Culturally Relevant Learning Opportunities to support American Indian Education

Copy and paste the strategy and key indicator sections above for each additional strategy supporting this goal. Number each strategy sequentially regardless of the number of goals in your plan. When you are done adding strategies, this plan will have only one Strategy #1, one Strategy #2, etc.

- **Type of Strategy:** Innovative and integrated pre-K-12 learning environments. * If you choose this, complete the Integrated Learning Environments section below.
- **Integrated Learning Environments** x Increases cultural fluency, competency, and interaction.

Narrative description of this strategy.

Achievement Integration will collaborate with our AIEPAC to offer supplemental funding to increase access to AIEPAC-sponsored events, field trips and professional development opportunities. Integration funds will be utilized to supplement AIEA funds so that all students, both those who identify as American Indian and those who do not, have supplemental opportunities to learn about American Indian history and culture. These funds will also support district staff participation in the Minnesota Indian Education conference.

Location of services: Districtwide and regional professional development events.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
An AIEPAC will be established and complete the annual compliance process. Baseline: incomplete, 2023.	100%	100%	100%
Achievement Integration will collaborate with AIEPAC to support an increase in collaborative learning opportunities focused on American Indian history and culture. Baseline: no events held in 2023.	2	3	4

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Copy and paste the strategy and key indicator sections above for each additional strategy supporting this goal. Number each strategy sequentially regardless of the number of goals in your plan. When you are done adding strategies, this plan will have only one Strategy #1, one Strategy #2, etc.

Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan will create efficiencies and eliminate duplicative programs and services (Minn. Stat. § 124D.861, subd. 2 (c)). Programs implemented through integration revenue have been well established in the community and work in collaboration with district resources, community organizations and stakeholders to maximize our investment. The multidistrict collaborative council gathers input from each district's World's Best Workforce Committee and convenes to provide input on integration strategies and explore strategies for creating efficiencies among district integration initiatives. The collaborative shares resources and opportunities to allow access for students around the collaborative area to asset-based integrated learning opportunities and avoid replicating programs that are already being successfully implemented.

Racially Identifiable School(s) (RIS)

If you have been notified by the Minnesota Department of Education (MDE) that your district has one or more Racially Identifiable Schools, include goals and strategies for each Racially Identifiable School within your district. *If MDE has not notified your district that one of your sites is racially identifiable, delete this section.*

Achievement and Integration Goals

This plan must contain three types of goals, at least one for each of the following:

1. Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.
2. Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners.
3. Increasing racial and economic integration (Minn. Stat. § 124D.861, subd. 2 (a)).

RIS Goal # 1 The disparity between non-white student enrollment at Sumner elementary (90.6%) and the average non-white student enrollment in grade-alike buildings in Austin public schools (57.1%) is 33.5%. This enrollment disparity will be reduced to 17% by 2026.

Aligns with WBWF area: All racial and economic achievement gaps between students are closed.

Goal type: Integration

Strategy # 9 Elementary Transition Plan

Type of Strategy: Innovative and integrated pre-K-12 learning environments. * If you choose this, complete the Integrated Learning Environments section below.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, describe in your narrative description how the different aspects of integrated learning environments listed below are part of your strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.
- Increases cultural fluency, competency, and interaction.

- Increases graduation rates.
- Increases access to effective and diverse teachers.

Narrative description of this strategy. Sumner Elementary School has utilized a 45/15 schedule for several years in the Austin Public Schools. Starting in the 2023-2024 school year, Sumner Elementary School will return to the same calendar as the other elementary schools in the district.

This means that beginning with the 2023-2024 school year, all Austin Public Schools will be on a traditional calendar when all students begin in [the fall](#), have traditional breaks throughout the year, and have most of the summer off. This transition in schedule also means that all elementary students in the Austin Public Schools will eventually begin the process of adhering to attending their neighborhood elementary school. Current kindergarten students will be required to attend their attendance area schools beginning in 2023-2024. Based on data that the district has compiled about student demographics within the community and our attendance zones, the elementary transition plan should result in a 5% per year reduction in the racial enrollment gap between Sumner and the other grade-alike buildings within the district.

Location of services: Elementary buildings district-wide.

Key Indicators

These indicators are the evidence you will use to document how well each strategy is being implemented and whether or not they are helping bring about the intended outcomes for students. Use these indicators to assess the effectiveness of your strategies and to adjust what you’re doing.

For strategies that provide school enrollment choices, such as magnet schools, and strategies that decrease racial and economic enrollment disparities, include at least one key indicator that measures enrollment disaggregated by race/ethnicity and free or reduced-priced lunch (FRPL). Disaggregating your data may be relevant for other types of strategies such as those designed to increase access to effective and diverse teachers.

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of NAME OF RIS students disaggregated by race/ethnicity and FRPL reporting an increased sense of engagement and connection on our school climate surveys will increase 25 percentage points each year. 2020 response rate is 50 percent.</i>	75%	100%	100%
The racially predictable enrollment disparity between Sumner Elementary and the grade-alike elementary buildings in the district will decrease from 33.5% in 2022-2023 to 17% in 2025-2026, disaggregated by race, ethnicity and FRPL.	28%	23%	17%
Fifth grade Minnesota Student Survey responses to the question “Overall, adults at my school treat students fairly” will increase from 84% agree/strongly agree in 2019 to 90% in 2026. <i>(The district is exploring tools to collect data through Infinite Campus during years the MSS is not administered to students.)</i>	84%	86%	90%

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Copy and paste the strategy section above for each additional strategy supporting this goal. Number each strategy sequentially regardless of the number of goals in your plan. When you are done adding strategies, this plan will have only one RIS Strategy #1, one RIS Strategy #2, etc.

Remember to copy and paste the goal section above to add additional goals for each of your racially identifiable schools.

RIS Goal # 2 The Student Growth Percentile (SGP) measure for Hispanic students at Sumner Elementary on the STAR Reading Assessment from fall to spring will increase from 47.9% in Spring 2022 to $\geq 50.0\%$ in Spring 2026.

Aligns with WBWF area: All racial and economic achievement gaps between students are closed.

Goal type: Achievement Disparity

Strategy Name and # 8 Professional Development

Type of Strategy: Professional development opportunities focused on academic achievement of all students.

Narrative description of this strategy. Sumner staff will be provided with opportunities to engage in training to ensure that students are respected and valued. Training will focus on ensuring that the curriculum is relevant, and instruction is differentiated to meet students’ individual needs. Culturally relevant leadership training will focus on ensuring that families of all backgrounds are greeted in a friendly, welcoming building climate by all staff. Training will include strategies for increasing staff confidence in intercultural communication, cultural self-awareness, marginalization, microaggressions, systemic racism and privilege, and differentiating instruction to promote engagement and rigor for all. Specific professional development initiatives will include PBIS equity work, Clifton Strengths, and cultural competence training aligned to the MN statute requirements, as well as district-facilitated equity PD. We are braiding equity into our MTSS work and will be embedding guided questions about equity into our MTSS data analysis process, then utilizing resources to address racially predictable gaps. PD may include AVID's Culturally Relevant Teaching, Zaretta Hammond, Equity Literacy frameworks and case studies, collaborative structures, Hofstede's cultural dimensions, or other resources recommended by CAREI. The goal is to explore cultural differences, implicit bias, and best practice instructional strategies to ensure staff are trained to build rigorous, collaborative classroom environments that meet the needs of all students.

Location of services: Districtwide and regional professional development events.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Sumner STAR reading scores will increase as follows.	48%	49%	50%

RIS Goal # 3 Students at Sumner Elementary will have access to educators trained in culturally competent instructional practices through ongoing professional development initiatives to ensure that at least 95% of staff have been trained in culturally responsive practices.

Aligns with WBWF area: All racial and economic achievement gaps between students are closed.

Goal type: Teacher Equity

Strategy Name and # 8 Professional Development

Type of Strategy: Professional development opportunities focused on academic achievement of all students.

Narrative description of this strategy. Sumner staff will be provided with opportunities to engage in training to ensure that students are respected and valued. Training will focus on ensuring that the curriculum is relevant, and instruction is differentiated to meet students' individual needs. Culturally relevant leadership training will focus on ensuring that families of all backgrounds are greeted in a friendly, welcoming building climate by all staff. Training will include strategies for increasing staff confidence in intercultural communication, cultural self-awareness, marginalization, microaggressions, systemic racism and privilege, and differentiating instruction to promote engagement and rigor for all. Specific professional development initiatives will include PBIS equity work, Clifton Strengths, and cultural competence training aligned to the MN statute requirements, as well as district-facilitated equity PD. We are braiding equity into our MTSS work and will be embedding guided questions about equity into our MTSS data analysis process, then utilizing resources to address racially predictable gaps. PD may include AVID's Culturally Relevant Teaching, Zaretta Hammond, Equity Literacy frameworks and case studies, collaborative structures, Hofstede's cultural dimensions, or other resources recommended by CAREI. The goal is to explore cultural differences, implicit bias, and best practice instructional strategies to ensure staff are trained to build rigorous, collaborative classroom environments that meet the needs of all students.

Location of services: Districtwide and regional professional development events.

Key Indicators

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Fifth grade Minnesota Student Survey responses to the question "Overall, adults at my school treat students fairly" will increase from 84% agree/strongly agree in 2019 to 90% in 2026. (The district is exploring tools to collect data through Infinite Campus during years the MSS is not administered to students.)	86%	88%	90%

Racially Identifiable School Strategies

Each goal should have at least one strategy. Number each strategy sequentially and give it a unique name. For each strategy, provide a narrative description as explained below.

Districts may use Achievement and Integration revenue to increase racial and economic integration at their racially identifiable schools and to reduce disparities between student groups through the types of strategies listed in the *Type of Strategy* section below (Minn. Stat. § 124D.861, subd. 2).

Integration Requirement Include at least one strategy designed and implemented to increase racial and economic integration at each racially identifiable school (Minn. R. 3535.0160).

Copy and paste the strategy section below for each additional strategy.

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.

- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

Key Indicators

of your plan (Minn. Stat. § 124D.861, subd. 5).

Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan for racially identifiable schools will create efficiencies and eliminate duplicative programs and services within your district (Minn. Stat. § 124D.861, subd. 2 (c)). The elementary transition plan will help bring balance to our four 1st-4th grade elementary buildings with respect to demographics and student enrollment. Transitioning Sumner to a traditional calendar will eliminate the need for duplicative enrollment sessions and professional development. The elementary transition plan will also help bring continuity to all of our buildings, ensuring that Sumner staff can participate in district-wide professional development, and will improve horizontal and vertical alignment across sites to ensure that all students have access to an equitable educational experience.



DATE: 02/26/2024

TITLE: Draft Review of the 2023-2024 Revised Budget

TYPE: Discussion Item

PRESENTER: Todd Lechtenberg, Executive Director of Finance and Operations

BACKGROUND:

Minnesota Statute 123B.77 Accounting, Budgeting, and Reporting Requirement provides guidance for the adoption of School District budgets each year. Statute 123B.77 subdivision 4 notes budget approval is required prior to July 1 of each year. This statute also provides for the necessity for budget amendments prior to the end of each fiscal year.

RATIONALE:

The [2023-2024 Revised Budget](#) was prepared in accordance with school board decisions. The parameters used to develop the budget are detailed in the budget book outlining the significant assumptions including:

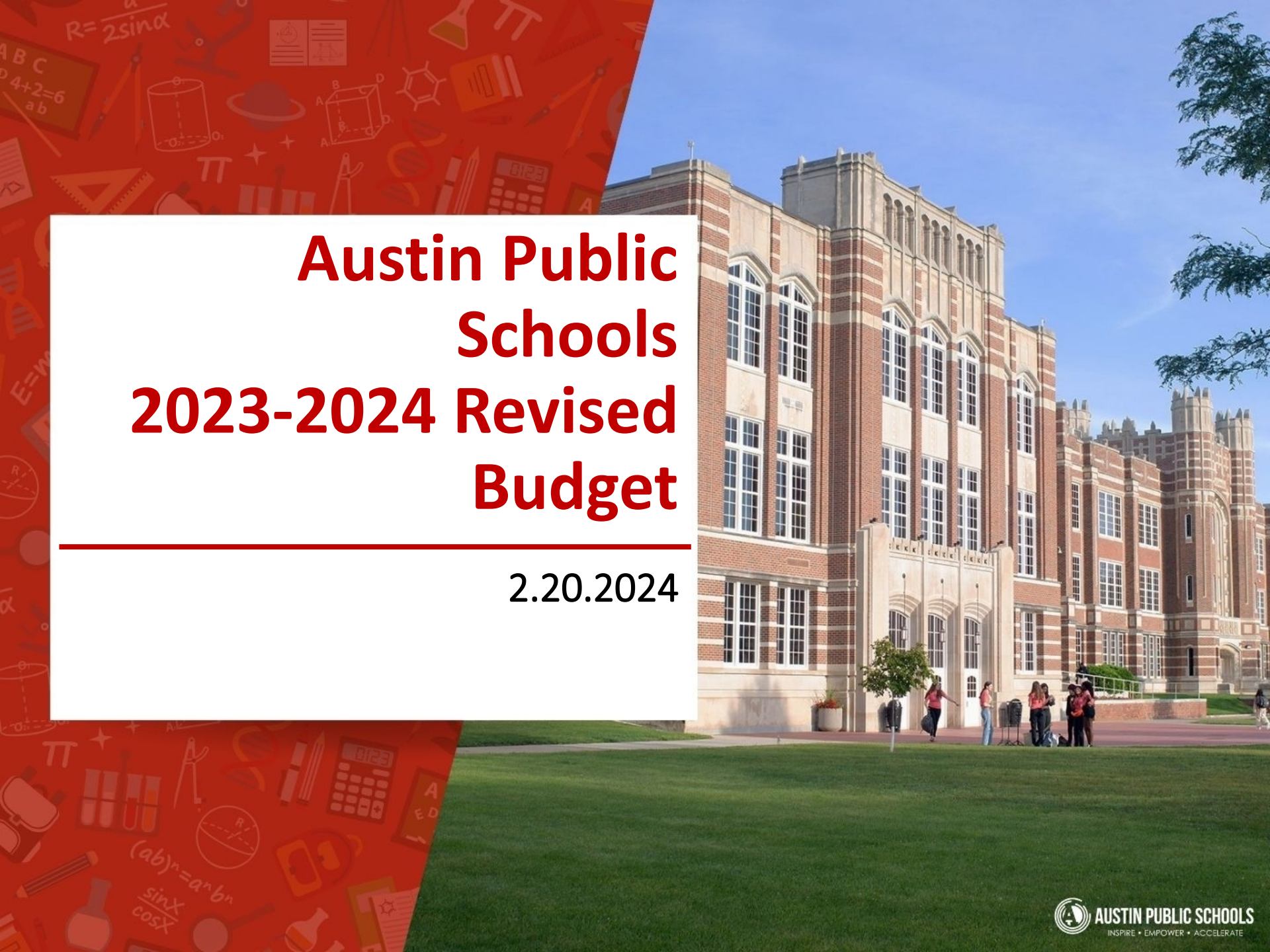
1. Projected increase in enrollment of 57 students over the original adopted budget
2. Recode of \$2.4 million of expenses to Compensatory revenue instead of general unassigned revenue
3. Actual settlements are included from negotiations as original budget had estimates

School board policy 714 requires that the District maintain an unassigned operating fund balance of 8.33% which equates to one month's expenditures. This amounts to approximately \$6.78 million. The 2023-24 Revised Budget estimates year end unassigned fund balance of approximately \$10.27 million or 12.6%.

The unassigned fund balance, as shown above, exceeds the goal established in school board policy 714.

RECOMMENDATION:

To approve 2023-2024 Revised budget at the March 11 board meeting.



Austin Public Schools 2023-2024 Revised Budget

2.20.2024

OUR MISSION

(Our Core Purpose)

INSPIRE. EMPOWER. ACCELERATE.

OUR VISION

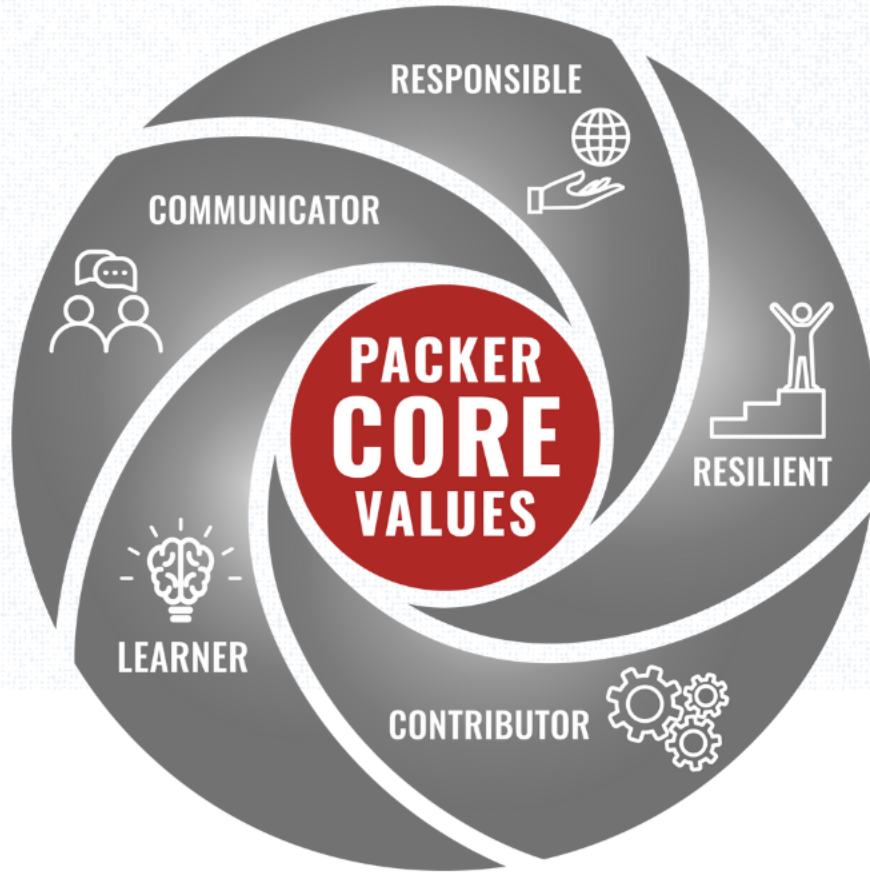
(What We Intend to Create)

PREPARING ALL LEARNERS TO MAKE A
DIFFERENCE IN THE WORLD.

OUR STRATEGIC PRIORITIES

(Drivers of Our Continuous Improvement)

1. Support and resources to ensure a safe and welcoming learning environment
2. Packer Profile for all learners
3. District-wide multi-tiered systems of support for all learners
4. Excellence in resource management



OUR CORE VALUES

(Drivers of Our Words and Actions)

- **Responsible:** Demonstrates accountability to self and others
- **Resilient:** Develops perseverance and self-confidence
- **Learner:** Challenges self to think critically
- **Communicator:** Listens actively and shares learning and experiences
- **Contributor:** Engages as a productive member of the community and global society

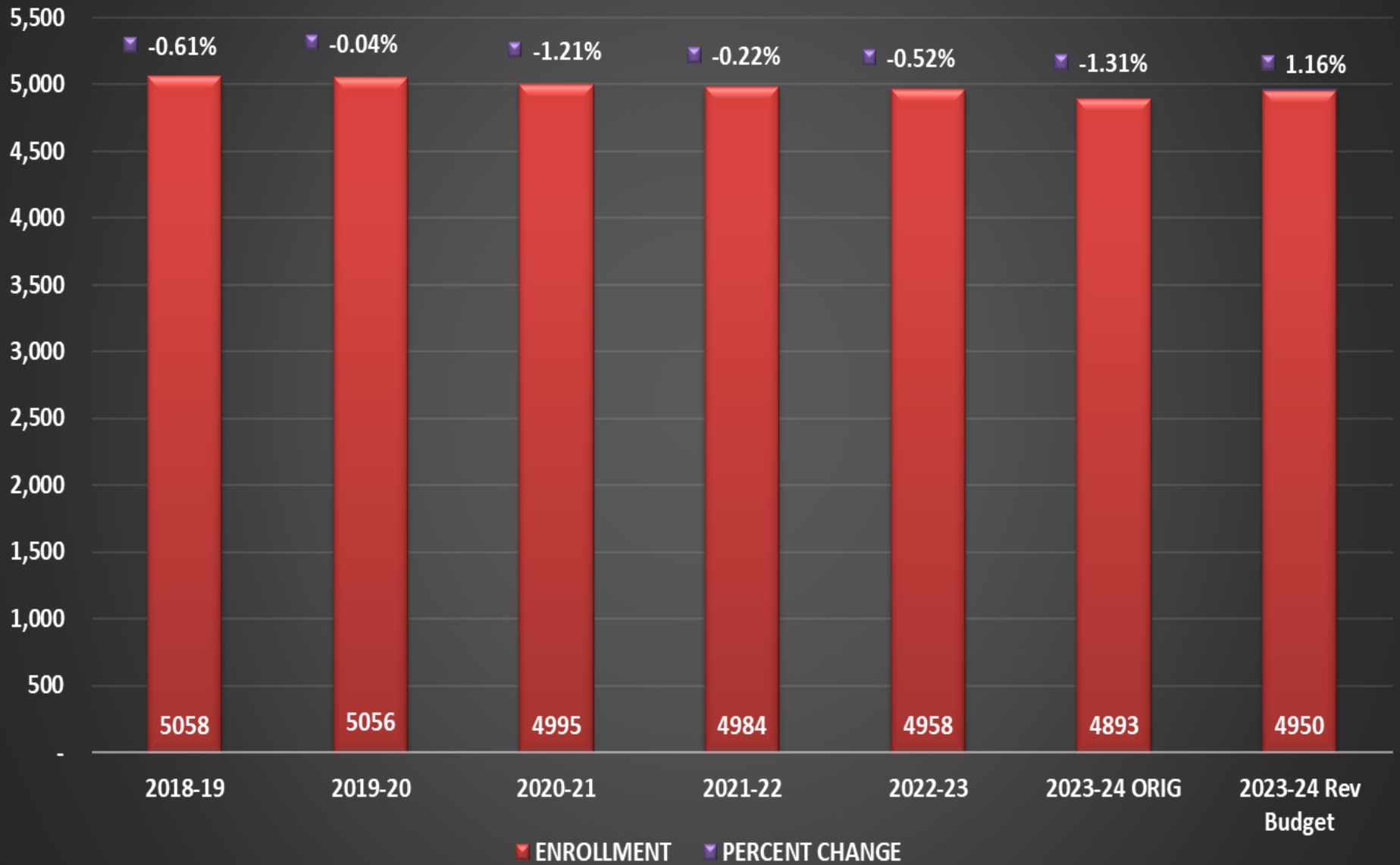
General Fund Changes

Todd Lechtenberg

Changes from Original Budget

- Enrollment projected to increase 57 students
 - Revenue impact of \$630,711
- Special Education Cross Subsidy Revenue
 - Seeing an additional increase of \$800,000
- Compensatory expense allocation
 - Recoded \$2.4 million to this restricted account
 - Original budget had this cost coming out of unassigned funds

Pre K-12 ENROLLMENT AND PERCENT CHANGES



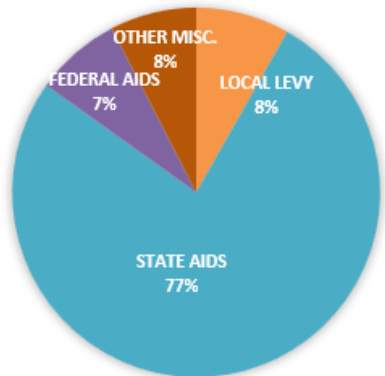
2023-24 Revised Budget General Fund

23-24 Budgeted Revenues/Expenditures

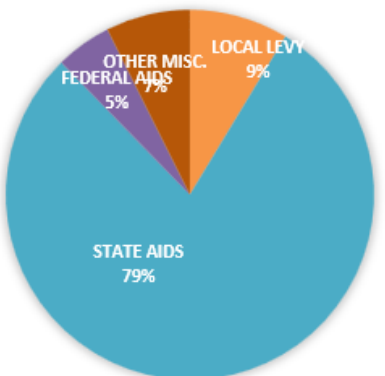
	6/30/2023 Budgeted Fund Balance	Budgeted Revenues	Budgeted Expenditures	Gain(Loss)	Fund Transfer	6/30/2024 Budgeted Fund Balance
General Fund:						
Restricted - ALC	524,846.53	1,153,117.80	938,132.77	214,985.03	-	739,831.56
Restricted - Staff Development	(0.00)	772,959.74	772,959.74	-	-	(0.00)
Restricted - Basic Skills	(0.00)	10,585,356.27	9,826,331.98	759,024.29	-	759,024.29
Restricted - Literacy Incentive Aid	-	190,975.48	190,975.48	-	-	-
Restricted - School Library Aid	-	78,895.73	19,713.46	59,182.27	-	59,182.27
Restricted - Gifted & Talented	0.00	70,387.20	72,939.57	(2,552.37)	2,552.37	(0.00)
Restricted - Learning & Development	0.00	1,086,084.00	774,294.72	311,789.28	-	311,789.28
Restricted - Achievement & Integration	42,140.62	1,087,006.83	1,087,006.83	-	-	42,140.62
Restricted - Safe Schools	0.00	189,681.84	189,681.84	-	-	0.00
Restricted - Scholarships	15,823.27	76,086.00	76,500.00	(414.00)	-	15,409.27
Restricted - Operating Capital	943,786.85	3,214,753.12	3,200,691.04	14,062.08	-	957,848.93
Restricted - LTFM	1,176,285.42	1,718,882.28	1,942,555.84	(223,673.56)	-	952,611.86
Restricted - Student Activities	219,356.94	71,043.00	87,957.17	(16,914.17)	-	202,442.77
Assigned - Student Athletics	108,189.82	61,039.75	81,942.14	(20,902.39)	-	87,287.43
Assigned - Student Support Personnel	-	61,706.75	61,706.75	-	-	-
Assigned - Separation Benefits / OPEB	2,124,260.30	-	-	-	-	2,124,260.30
Nonspendable - Prepaid Expenses	439,651.65	-	-	-	-	439,651.65
Unassigned-Site-Co-Curricular Funds	601,349.49	275,650.00	282,178.65	(6,528.65)	-	594,820.84
Unassigned	6,294,516.26	70,527,097.97	67,141,817.17	3,385,280.80	(2,552.37)	9,677,244.69
Total General Fund	12,490,207.15	91,251,829.76	86,778,491.15	4,473,338.61	-	16,963,545.76
					Net Change Fund Balance %	3,382,728.43 12.62%

2023-24 Revised Budget General Fund Revenues By Source

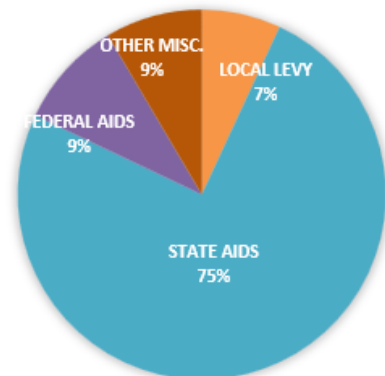
2023-24 REVISED BUDGET
GENERAL FUND REVENUES BY SOURCE



2023-24 ORIGINAL BUDGET
GENERAL FUND REVENUES BY SOURCE



2022-23 ACTUALS
GENERAL FUND REVENUES BY SOURCE



2023-2024 REVISED BUDGET GENERAL FUND
REVENUES AND PERCENTAGE BY SOURCE

REVENUE SOURCES	REVISED		ORIGINAL		ACTUALS	
	23-24 BUDGET	23-24 PERCENT	23-24 BUDGET	23-24 PERCENT	22-23 REVENUE	22-23 PERCENT
LOCAL LEVY	7,528,658	8.25%	7,476,919	8.68%	5,633,542	6.95%
STATE AIDS	69,893,741	76.59%	68,055,221	79.00%	60,847,017	75.07%
FEDERAL AIDS	6,892,622	7.55%	4,231,703	4.91%	7,673,453	9.47%
OTHER MISC.	6,936,809	7.60%	6,378,979	7.41%	6,894,531	8.51%
TOTAL REVENUES	91,251,830	100%	86,142,823	100%	81,048,544	100.00%

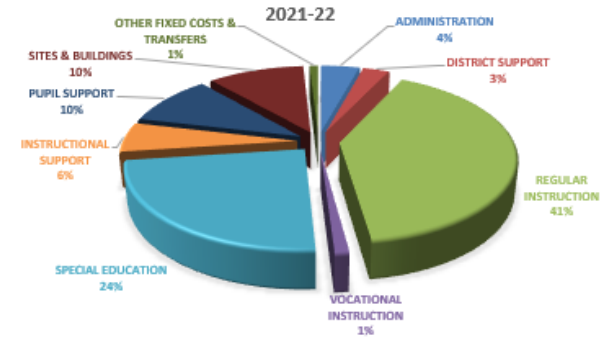
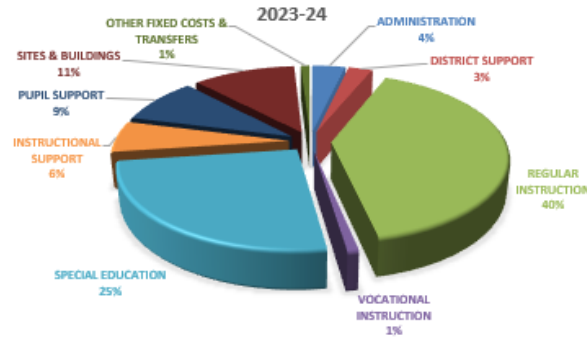
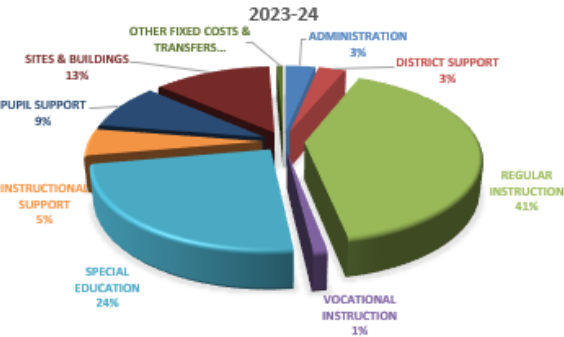
2023-24 Revised Budget

General Fund Expenditures By Program

23-24 REVISED BUDGET

23-24 ORIGINAL BUDGET

22-23 ACTUALS

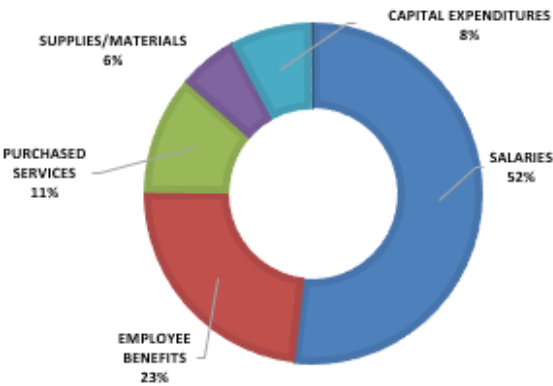


2023-2024 REVISED BUDGET GENERAL FUND EXPENSES AND PERCENTAGE BY PROGRAM

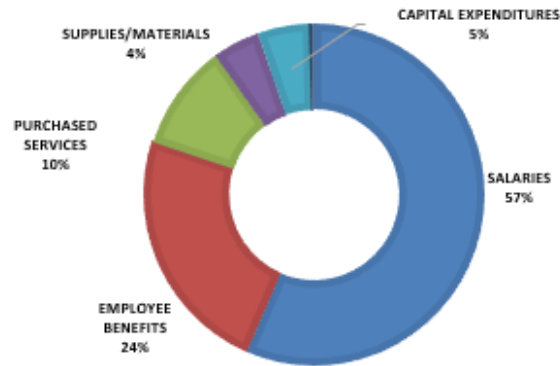
PROGRAM EXPENSES	REVISED		ORIGINAL		ACTUALS	
	23-24 BUDGET	23-24 PERCENT	23-24 BUDGET	23-24 PERCENT	22-23 EXPENSES	22-23 PERCENT
ADMINISTRATION	2,832,948	3.26%	2,974,400	3.62%	3,342,739	4.23%
DISTRICT SUPPORT	2,575,518	2.97%	2,133,186	2.59%	2,261,073	2.86%
REGULAR INSTRUCTION	35,363,078	40.75%	33,287,648	40.48%	32,206,376	40.78%
VOCATIONAL INSTRUCTION	959,963	1.11%	729,213	0.89%	877,920	1.11%
SPECIAL EDUCATION	20,972,851	24.17%	20,786,975	25.28%	18,885,424	23.91%
INSTRUCTIONAL SUPPORT	4,548,120	5.24%	4,996,367	6.08%	4,552,186	5.76%
PUPIL SUPPORT	7,777,681	8.96%	7,356,753	8.95%	7,823,022	9.91%
SITES & BUILDINGS	11,139,832	12.84%	9,191,246	11.18%	8,301,434	10.51%
OTHER FIXED COSTS & TRANSFERS	608,500	0.70%	783,500	0.95%	720,887	0.91%
SUBTOTAL PROGRAM EXPENSES	86,778,491	100.00%	82,239,288	100.00%	78,971,121	100.00%
TRANSFERS	-		-		-	
TOTAL PROGRAM EXPENSE	86,778,491		82,239,288		78,971,121	

2023-24 Revised Budget General Fund Expenditures By Object

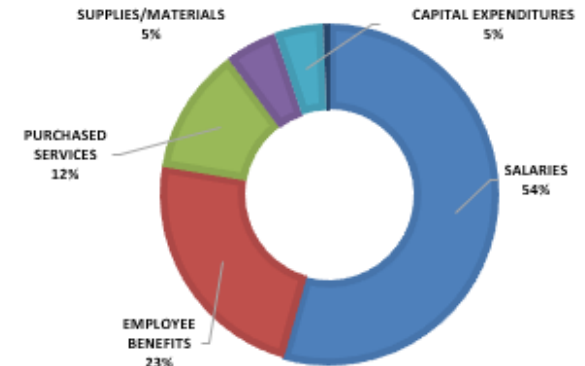
2023-24 REVISED BUDGET



2023-24 ORIGINAL BUDGET



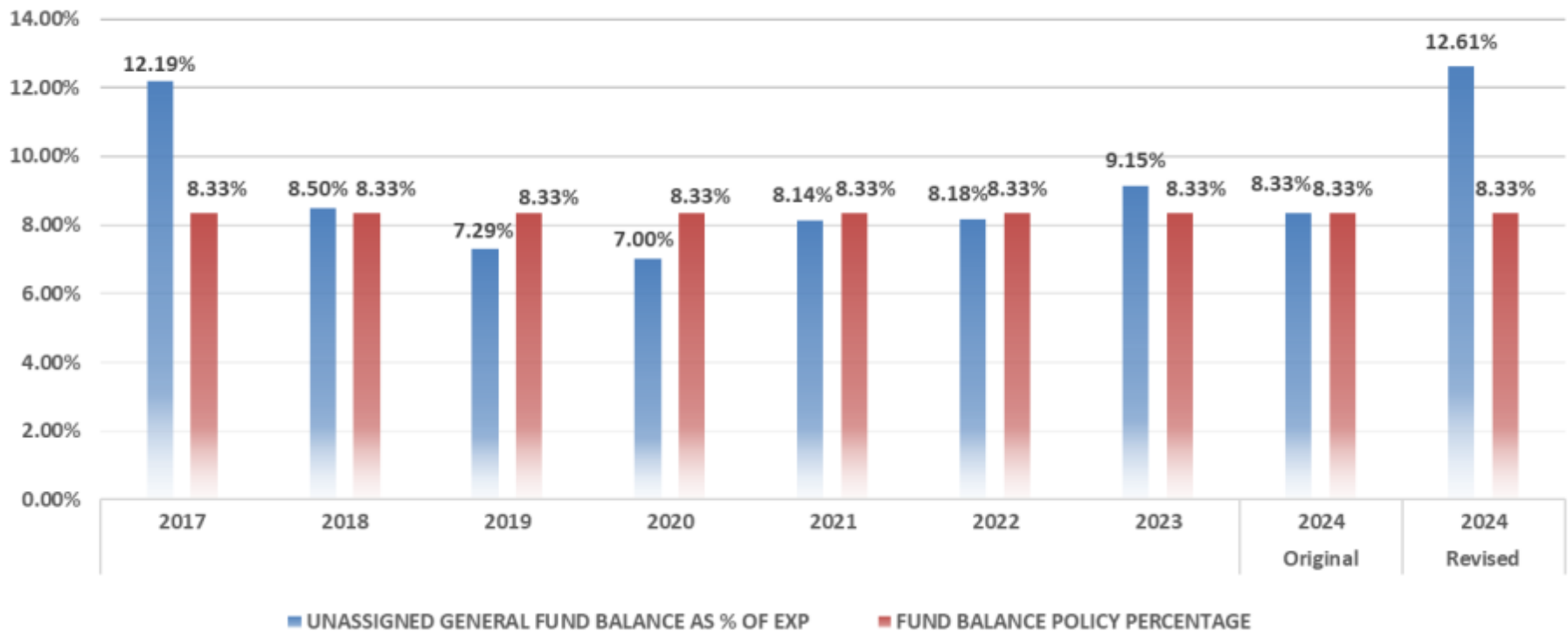
2022-23 ACTUALS



2023-2024 REVISED BUDGET GENERAL FUND
EXPENSES AND PERCENTAGE BY OBJECT

OBJECT EXPENSES	REVISED		ORIGINAL		ACTUALS	
	23-24	23-24	23-24	23-24	22-23	22-23
	BUDGET	PERCENT	BUDGET	PERCENT	EXPENSES	PERCENT
SALARIES	44,957,519	51.81%	46,472,757	56.51%	42,956,493	54.40%
EMPLOYEE BENEFITS	20,238,307	23.32%	19,347,690	23.53%	18,383,143	23.28%
PURCHASED SERVICES	9,752,502	11.24%	8,355,315	10.16%	9,575,159	12.12%
SUPPLIES/MATERIALS	4,994,954	5.76%	3,638,246	4.42%	3,875,623	4.91%
CAPITAL EXPENDITURES	6,641,358	7.65%	4,106,102	4.99%	3,676,178	4.66%
RESALE	8,750	0.01%	-	0.00%	17,704	0.02%
OTHER EXPENSE	185,102	0.21%	319,176	0.39%	486,821	0.62%
TOTAL OBJECT EXPENSES	86,778,491		82,239,288		78,971,121	

Unassigned Fund Balance



*ISD 492 Fund Balance Policy 714 guides budgeting practice in meeting or exceeding Unassigned Fund Balance targets.

**Auditor recommended fund balance percentage is 15%.



Food Service Changes

Todd Lechtenberg

Changes from Original Budget

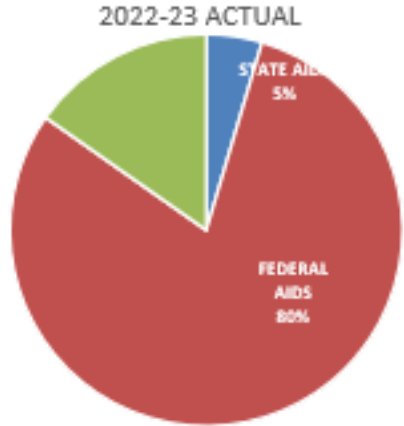
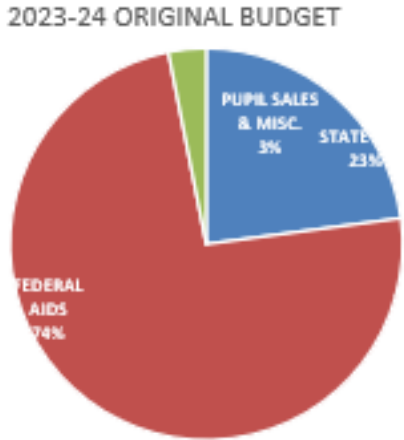
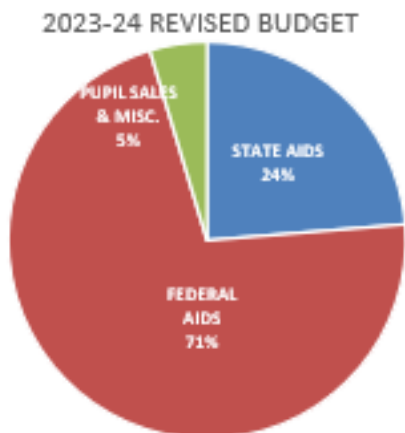
- Board approved in February spending some of the Food Service fund balance down to remodel AHS Kitchen
 - Equipment
 - Painting
- Still learning what Minnesota "free" looks like for revenue

2023-24 Revised Budget Food Service

	6/30/2023 Budgeted Fund Balance	Budgeted Revenues	Budgeted Expenditures	Gain(Loss)	Fund Transfer	6/30/2024 Budgeted Fund Balance
Food Service Fund						
Nonspendable - Inventory	67,404.42	-	-	-	-	67,404.42
Restricted	<u>1,647,251.60</u>	<u>3,795,389.18</u>	<u>4,128,603.74</u>	(333,214.56)	-	<u>1,314,037.04</u>
Total Food Service Fund	1,714,656.02	3,795,389.18	4,128,603.74	(333,214.56)	-	1,381,441.46

2023-24 Revised Budget

Food Service Fund Revenues By Source



2023-2024 Revised Budget Food Service Revenues and Percentage by Source

REVENUE SOURCES	REVISED		ORIGINAL		ACTUALS	
	23-24 BUDGET	23-24 PERCENT	23-24 BUDGET	23-24 PERCENT	22-23 EXPENSES	22-23 PERCENT
STATE AIDS	900,000	23.71%	800,000	22.89%	180,549	4.53%
FEDERAL AIDS	2,718,805	71.63%	2,586,780	74.01%	3,153,449	80.16%
PUPIL SALES & MISC.	176,585	4.65%	108,348	3.10%	600,114	15.25%
TOTAL REVENUE	3,795,389	100.00%	3,495,128	100.00%	3,934,112	100.00%

2023-24 Revised Budget

Food Service Fund Expenditures By Object

2023-24 REVISED BUDGET



2023-24 ORIGINAL BUDGET



2022-23 ACTUAL



2023-2024 REVISED BUDGET FOOD SERVICE EXPENSES AND PERCENTAGE BY OBJECT

OBJECT EXPENSES	REVISED		ORIGINAL		ACTUALS	
	23-24 BUDGET	23-24 PERCENT	23-24 BUDGET	23-24 PERCENT	22-23 EXPENSES	22-23 PERCENT
SALARIES	1,148,936	27.83%	1,054,316	27.48%	1,228,151	32.49%
EMPLOYEE BENEFITS	405,874	9.83%	373,319	9.73%	460,457	12.18%
PURCHASED SERVICES	31,550	0.76%	33,550	0.87%	25,433	0.67%
SUPPLIES/MATERIALS	2,140,238	51.84%	2,268,660	59.12%	1,950,097	51.59%
CAPITAL EXPENDITURES	337,237	8.17%	26,500	0.69%	5,687	0.15%
OTHER EXPENSE	64,769	1.57%	80,808	2.11%	110,102	2.91%
TOTAL OBJECT EXPENSES	4,128,604	100.00%	3,837,153	100.00%	3,779,927	100.00%



Community Service Changes

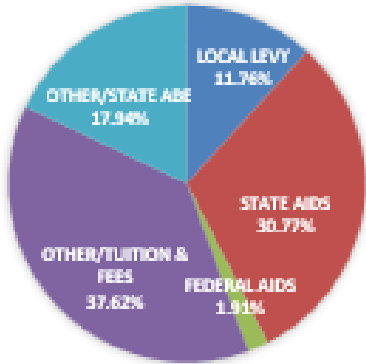
Todd Lechtenberg

2023-24 Revised Budget Community Services

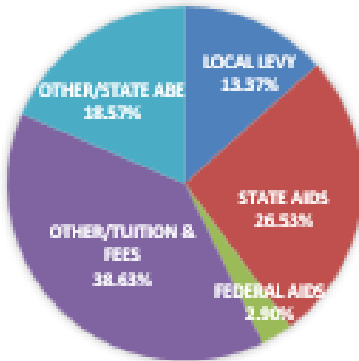
	6/30/2023 Budgeted Fund Balance	Budgeted Revenues	Budgeted Expenditures	Gain(Loss)	Fund Transfer	6/30/2024 Budgeted Fund Balance
Community Service Fund:						
Restricted - Community Education	475,696.06	1,300,723.79	1,315,305.11	(14,581.32)	-	461,114.74
Restricted - ECFE	279,008.01	281,559.47	259,299.48	22,259.99	-	301,268.00
Restricted - School (Learning) Readiness	153,685.62	498,142.79	534,747.56	(36,604.77)	-	117,080.85
Restricted - Adult Basic Ed	127,281.28	639,267.17	634,267.17	5,000.00	-	132,281.28
Unassigned	24,599.90	121,676.20	115,466.86	6,209.34	-	30,809.24
Total Community Service Fund	1,060,270.87	2,841,369.42	2,859,086.18	(17,716.76)	-	1,042,554.11

2023-24 Revised Budget Community Service Fund Revenues By Source

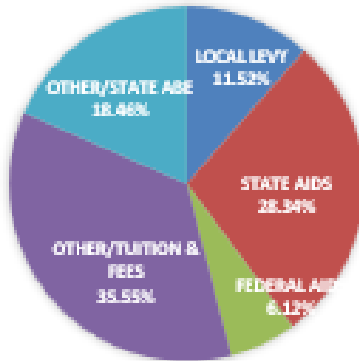
2023-24 REVISED BUDGET



2023-24 ORIGINAL BUDGET



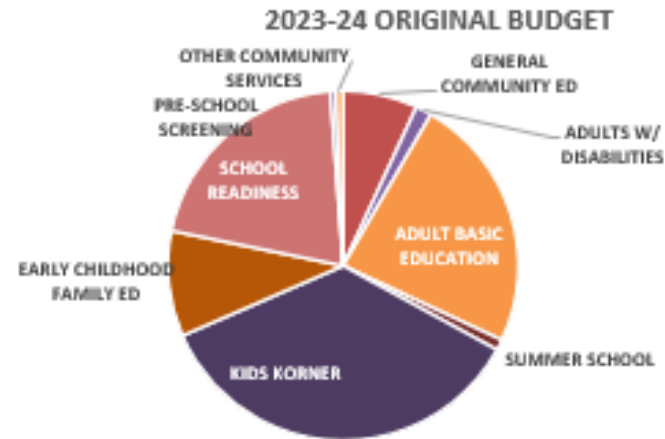
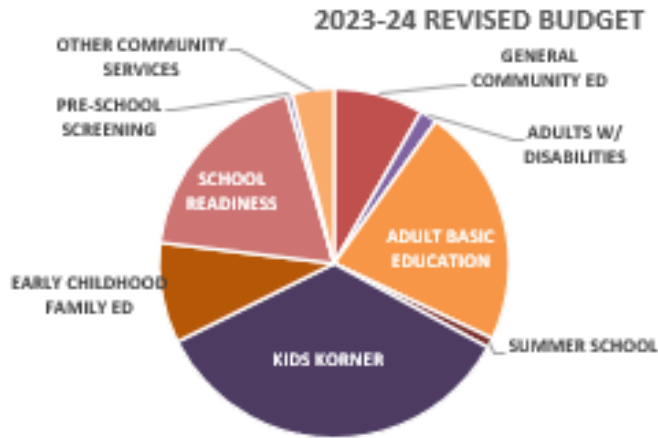
2022-23 ACTUALS



2023-2024 REVISED COMMUNITY SERVICES REVENUES AND PERCENTAGE BY SOURCE

REVENUE SOURCES	REVISED		ORIGINAL		ACTUALS	
	23-24 BUDGET	23-24 PERCENT	23-24 BUDGET	23-24 PERCENT	22-23 EXPENSES	22-23 PERCENT
LOCAL LEVY	334,187	11.76%	334,067	13.37%	316,480	11.52%
STATE AIDS	874,223	30.77%	663,002	26.53%	778,403	28.34%
FEDERAL AIDS	54,154	1.91%	72,440	2.90%	167,956	6.12%
OTHER/TUITION & FEES	1,069,059	37.62%	965,250	38.63%	976,412	35.55%
OTHER/STATE ABE	509,747	17.94%	464,160	18.57%	506,986	18.46%
TOTAL REVENUE	2,841,369	100.00%	2,498,919	100.00%	2,746,236	100.00%

2023-24 Revised Budget Community Service Fund Expenditures By Program



2023-2024 REVISED BUDGET COMMUNITY SERVICES EXPENSES AND PERCENTAGE BY PROGRAM

PROGRAM EXPENSES	REVISED		ORIGINAL		ACTUALS	
	23-24 BUDGET	23-24 PERCENT	23-24 BUDGET	23-24 PERCENT	22-23 EXPENSES	22-23 PERCENT
GENERAL COMMUNITY ED	236,916	8.29%	170,674	6.88%	115,211	4.63%
ADULTS W/ DISABILITIES	45,541	1.53%	36,856	1.48%	36,607	1.47%
ADULT BASIC EDUCATION	634,267	22.18%	586,600	23.63%	648,700	26.10%
SUMMER SCHOOL	26,000	0.31%	24,264	0.38%	17,213	0.63%
KIDS KORNER	990,313	34.64%	880,874	35.49%	753,682	30.32%
EARLY CHILDHOOD FAMILY ED	265,720	9.29%	242,201	9.76%	215,199	8.66%
SCHOOL READINESS	534,748	18.70%	511,832	20.62%	588,879	23.69%
PRE-SCHOOL SCREENING	15,789	0.55%	12,516	0.50%	15,609	0.63%
OTHER COMMUNITY SERVICES	109,792	3.84%	16,535	0.67%	94,793	3.81%
TOTAL PROGRAM EXPENSES	2,859,086	100.00%	2,482,351	100.00%	2,485,892	100.00%

All other Fund Changes

Todd Lechtenberg

2023-24 Revised Budget Other Governmental Funds

	6/30/2023 Budgeted Fund Balance	Budgeted Revenues	Budgeted Expenditures	Gain(Loss)	Fund Transfer	6/30/2024 Budgeted Fund Balance
Building Constr. Fund						
Restricted - COP-AHS Atrium	(1,505.72)	2,381.56	875.84	1,505.72	-	(0.00)
Restricted - Capital Facilities	25,658.57	4,311.67	29,970.24	(25,658.57)	-	0.00
Restricted - Capital Facilities Roofing Project	(33.12)	33.12		33.12	-	0.00
Unassigned - Building Construction	-	-	-	-	-	-
Total Building Constr. Fund	143,314.50	6,726.35	150,040.85	(143,314.50)	-	0.00
Debt Service Fund						
Restricted - QZAB Sinking Fund	-	-	-	-	-	-
Restricted	807,932.51	3,790,334.87	3,801,750.53	(11,415.66)	-	796,516.85
Total Debt Service Fund	807,932.51	3,790,334.87	3,801,750.53	(11,415.66)	-	796,516.85
Trust Fund						
Unassigned	109,026.57	3,565.00	500.00	3,065.00	-	112,091.57
Total Trust Fund	109,026.57	3,565.00	500.00	3,065.00	-	112,091.57
Custodial Fund						
Unassigned	-	177,500.00	177,500.00	-	-	-
Total Custodial Fund	-	177,500.00	177,500.00	-	-	-
Internal Service - Insurance Trust Fund						
Unassigned	5,966,431.76	12,488,494.00	14,549,125.00	(2,060,631.00)	-	3,905,800.76
Total Internal Service Fund - Insur. Trust	5,966,431.76	12,488,494.00	14,549,125.00	(2,060,631.00)	-	3,905,800.76
Internal Service - OPEB Trust						
Unassigned	76,667.14	37,100.00	-	37,100.00	-	113,767.14
Total Internal Service Fund - OPEB Trust	76,667.14	37,100.00	-	37,100.00	-	113,767.14

Thank you's//Next Steps

- Huge THANK YOU to Amy Hauser for all her hard work in getting this budget pulled together
- Next Steps
 - Any questions or comments Finance Committee has
 - Present draft budget to board on Feb 26th
 - Board approving revised budget on March 11th
- Concerns going into FY25
 - ESSER Funds are going away but expenses will need to go into general funds
 - Legislative changes
 - Compensatory revenue

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of

employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;
 - 4. to address financial and legal arrangements for a covered military member;
 - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 - 7. to attend post-deployment activities related to a covered military member;
 - 8. to address care needs of a covered military member's parent who is incapable

of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a ~~rolling-fiscal~~ 12-month period ~~measured backward from the date an employee's leave is to commence~~ from July 1 to June 30.

[Note: An employer is permitted to choose any one of the following methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date; (c) the 12-

month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

- (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the

operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one half of the full time equivalent during the 12-month period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall

begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or

reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment;
or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
 4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: ~~MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)~~ None



Working Agreement
between
Austin Principals Association

and

Independent School District
No. 492

~~2022 - 2024~~ 2024 - 2026

Austin, Minnesota

AUSTIN PRINCIPALS ASSOCIATION
WORKING AGREEMENT
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ARTICLE I - Parties

This Agreement, entered into between Independent School District No. 492, Austin, Minnesota, hereinafter referred to as the School District or sometimes referred to as Employer, and the Austin Principals Association, Austin, Minnesota, hereinafter referred to as Exclusive Representative, or as the Association, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act.

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ARTICLE II - Recognition of Exclusive Representative

- A. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Austin Principals Association, Austin, Minnesota, as the exclusive representative of principals employed by the School District, which Exclusive Representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.
- B. Appropriate Unit: The Association shall represent all the principals of the District as defined in this Agreement in said Act.

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ARTICLE III - Definitions

- A. Terms and Conditions of Employment: The term "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 term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.
- B. Appropriate Unit: For purposes of this Agreement, the term "Appropriate Unit" means "All employees of Independent School District No. 492, Austin, Minnesota, who are certified by the Minnesota Department Education as Principals or Assistant Principals, who are employed for more than fourteen (14) hours per week and for more than sixty-seven (67) work days per year, and who devote more than fifty per cent (50%) of their time to administrative or supervisory duties in the capacity of Principal or Assistant Principals", as set forth in the Certification of Exclusive Representative dated November 25, 1974, by the Bureau of Mediation Services in and for the State of Minnesota, Case No. 75-PR-437-A.
- C. Principal: The term "principal" shall mean all persons in the appropriate unit employed by the school district in a position for which the person must be certificated by the Minnesota Department of Education as a principal or assistant principal and who devote more than fifty per cent (50%) of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five per cent (35%) of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees and all other employees.
- D. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.
- E. Principal or Employee: Reference to principal in this Agreement shall mean principals and assistant principals except in those cases where there is a clear distinction between the two positions. Reference to employee in this Agreement shall mean a member of the appropriate unit.
- F. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

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ARTICLE IV - School District Rights

- A. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- B. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board 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.
- C. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the duties, teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules, regulations of the Minnesota Department of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.
- D. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

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ARTICLE V - Principal Rights

- A. Right to Views: Pursuant to M.S. 179A.06, nothing contained in this Agreement shall be construed to limit, impair or affect the rights of any principal 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 designated 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 if there be one; nor shall it be construed to require any employee to perform labor or services against his will.

- B. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

- C. Meet and Confer: A committee shall be established in accordance with the provisions of P.E.L.R.A.

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ARTICLE VI - Basic Schedules and Rates of Pay

- A. ~~2022-2023~~2024-2025 and ~~2023-2024-2025-2026~~Salary Schedule: The wages and salaries reflected in Schedule A or B, attached hereto, shall be part of this Agreement for ~~2022-2023~~2024-2025 and ~~2023-2024-2025-2026~~ school years.
- B. Status of Salary Schedule: Said salary Schedule A or B is not to be construed as part of the principals' continuing contract.
- C. When an employee is unable to work because of compensable injury covered by Workers' Compensation, the employee shall receive the difference between the employee's Workers' Compensation check and the employee's regular check. The days charged against the said employee's accrued sick leave where the absence is covered by the Workers' Compensation law shall be in proportion to the actual salary per day of said employee less amounts paid by Workers' Compensation.
- D. Work Period for ~~2022-2023~~2024-2025 and ~~2023-2024-2025-2026~~School Years:

Position	Contract Name	No n-Work	Paid Holiday	Vacation	Days worked
High School Principal	52 weeks	0	11	2428	225-221 of 260
Middle School Principal	52 weeks	0	11	2428	225-221 of 260
Assistant Principal	230 days	6	11	2428	219-215 of 260
All Elementary School Principals	225 days	11	11	2428	214-210 of 260
AALASEC Principal	225 days	11	11	2428	214-210 of 260

Because the professional responsibilities of principals call for work time beyond the student contact days and throughout the summer months, all principals working less than a 52 week contract, shall consult with the Superintendent and provide a mutually agreed upon schedule to Human Resources and payroll each year.

If an offer is made to a principal for their participation in a non-compensable activity, the employer will so indicate in its offer to the principal. If the principal accepts the offer to participate, no compensation will be received by the principal.

The actual work period within the fiscal year of July 1 through June 30 shall be determined by the School Board or its designee.

If an employee assumes part or all of the additional responsibilities related to the administration of programs, for example, Title I, Summer School or multiple elementary school assignment, compensation for performance of those responsibilities shall be negotiated with the unit.

- E. Vacation: Principals shall receive a total of twenty-~~four~~eight (28) paid vacation days per contract year. ~~Vacation time shall not be cumulative, and all vacation time earned in a fiscal year shall be taken by July 1 of the following year. A maximum of 5 days of vacation may be rolled over on~~

June 30th each year.

E.

- F. Personal Leave: The School District shall provide up to two (2) personal leave days each year to each member of the Principal's unit. Such personal leave shall be used at the discretion of the principal and may be used in one (1)-hour increments. Principal's will notify the Superintendent or his designee, through appropriate procedures as designated by the School District, three (3) working days in advance of the attended leave. In case of emergency, advance notice may be waived , but, in all instances, the principal must enter the absence for Superintendent or designee approval.

- G. ~~In addition to the paid holidays provided by the school calendar~~Employees working a full calendar shall receive the following holidays: (July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve, New Year's Day, Good Friday, Memorial Day and Juneteenth and two floating holidays) ~~Principals shall receive July 4th as a paid holiday.~~ Furthermore, if ~~the holiday July 4~~ falls on a Saturday or Sunday and if the preceding Friday or the following Monday is declared a national holiday, ~~then such employees shall receive such Friday or Monday as a paid holiday.~~the employee will have another day off with pay, selected by the School District.
- H. Employees will be paid by direct deposit. Salary amounts due shall be posted to the bank of the employee's choice for crediting to the administrator's account provided such bank is a member of the Automated Clearing House.

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ARTICLE VII - Insurance

- A. Employer will furnish all employees individual or family plan health and hospitalization insurance and such insurance plan shall be maintained at the actuarial equivalent of the plan in effect as of March 1, 1994. Coverage will be provided by the preferred provider organization. The employee will select either family or single coverage on an annual basis

The employee will be allowed to choose from the following deductible plan options, with the monthly cost to the employee as listed below.

As of July 1, ~~2022-2024~~ and continuing through June 30, ~~2024~~2026, subject to the conditions described herein, the employee will be allowed to choose from two (2) health insurance plan options covering both single and family selections if they wish to elect coverage. The plan options and employer and employee contributions are as follows for each member who qualifies for and is enrolled in the group health insurance plan:

1. \$250/\$500 Deductible Plan:

- a. Single Coverage: The School District will contribute ninety-three percent (93%) of the employee's premium for health insurance coverage for each member who qualifies for and is enrolled in the group health insurance plan and who selects single coverage.
- b. Family Coverage: The School District will contribute eight-seven percent (87%) of the employee's premium for health insurance coverage for each member who qualifies for and is enrolled in the group health insurance plan and who selects family coverage.

2. High Deductible Plan: **NOTE: APS uses IRS minimums for deductible amounts. This amount is determined by IRS and may change yearly:** The District shall offer a high-deductible health insurance plan coupled with a Health Savings Account (HSA) in addition to its \$250/\$500 Deductible Plan. Each employee who chooses to enroll in the High Deductible /RSA Plan will receive a District contribution to a Health Savings Account set up for that employee. The following provisions apply to the High Deductible/RSA Plan offered by the District:

- a. Single Coverage: The School District will contribute one hundred percent (100%) of the employee's premium for health insurance coverage for each member who qualifies for and is enrolled in the group health insurance plan and who selects single coverage.

1. The School District will contribute 65% of the deductible annually to each qualified employee's HSA account in one annual installment the first business day of employee's first qualifying year.

The School District will contribute 65% of the deductible annually to each qualified employee's HSA account in 4 equal payments on the first payroll of the September, December, March, and June of employee's second qualifying year and thereafter.

11. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

b. Family Coverage: The School District will contribute one hundred percent (100%) of the employee's premium for health insurance coverage for each member who qualifies for and is enrolled in the group health insurance plan and who selects family coverage.

1. The School District will contribute 65% of the deductible annually to each qualified employee's HSA account in one annual installment the first business day of employee's first qualifying (teaching) year.

The School District will contribute 65% of the deductible annually to each qualified employee's HSA account in 4 equal payments on the first payroll of the September, December, March, and June of employee's second qualifying year and thereafter.

11. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

c. If a qualified bargaining unit member enters the HSA plan as a participant on a date after the first day of the HSA Plan year, the School District shall prorate the amount of the School District contribution to reflect the late entry. This prorated amount will be determined by the number of days the principal is contracted compared to the total teacher days of a full-time teacher.

All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the High Deductible health plan.

Contributions to the Health Savings Account arrangement described in this section in the future will be determined by a successor agreement.

d. The employer will be responsible for payment to the HSA for administrative fees.

3. The cost of the premium not contributed by the School District for both single and family coverage shall be borne by the employee and paid by payroll deduction.

B. Employer will furnish all employees income protection insurance maintained at the actuarial equivalent of the plan in effect as of July 1, 1998, with maximum benefits at sixty-six and two-thirds (66-2/3%) per cent of annual salary. The employer will pay for the insurance which must be maintained as a selected group insurance. All employees will be required to be members of the group. Sick leave may not be used once an employee has become eligible for long term disability insurance payments. Sick leave may be used after the employee returns to work subject to this agreement and the terms and conditions of the District's long-term disability insurance policy.

1. During the employee's approved unpaid medical leave of absence under this Article, the employer shall continue to pay its contribution of long-term disability (LTD) premium and life insurance premium to a maximum of one-half of the individual's seniority or age 65, whichever is less.
- C. The District will pay the full premium on group term life insurance equal to two (2) times their respective annual salaries rounded to the next one thousand dollars (\$1,000), for all covered employees who meet the eligibility requirements of the group insurance contract and who are enrolled in the District's group term life program.

Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

- D. The employer will pay for and provide Board of Education Liability, including School District reimbursement, written on the Board Form basis, which extends the coverage to employees of the School District according to the policy conditions. This type policy defines the coverage as insuring against claims made alleging wrongful acts, which are defined as actual or alleged errors, or misstatement, or misleading statement, or act, or omission or neglect, or breach of duty by the assured (including employees) in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being or having been insured during the policy period. The insurance would be subject to this standard type policy with its coverage and exclusions. The limit of coverage provided will be as prescribed by Minnesota Statute. This coverage is not to be confused with separate insurance carried by the School District which is also extended to insure legal liability of employees relating to bodily injury, property damage and personal injury.
- E. Employer will contribute the full annual cost of a premium for single coverage for dental insurance, providing for single coverage, eighty per cent-twenty per cent (80%-20%) (based upon usual and customary fee of dentists) co-insurance, diagnostic, preventative and restorative benefits, including fifty per cent (50%) (based upon usual and customary fee of dentists) benefits for prosthetics removable and fixed; orthodontia shall not be covered. If the employer advertises for bids for such dental insurance, the employer will provide an option to the employee to pay for and obtain family coverage at the employee's expense. Deductible per coverage year is fifty dollars/individual (\$50.00). Maximum amount payable per covered person per coverage year is \$2,000. This insurance must be maintained as a selected group insurance.
- F. It is 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. The selection of the insurance carrier and policy shall be made by the School District as provided by law.
- G. Benefits provided in this Article are designed for full-time personnel as described in this Working Agreement and shall not apply to part-time personal.
- H. If the School District is unable to purchase the insurance coverage herein above set forth because such insurance is not available from insurance companies authorized to do business in Minnesota or because it would be contrary to law to purchase such insurance, or if such insurance is cancelled

through no fault of the School District, the School District shall be relieved of any further liability there for.

- I. A physical examination will take place once every two (2) years by a clinic, hospital or doctor of the employee's choice within coverage network. Group health insurance, as applicable, shall be applied to the physical examination. Employer will pay up to a maximum of three hundred dollars (\$300) for this physical examination.

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ARTICLE VIII - Mileage Reimbursement

- A. Reimbursement for all work-related travel (this includes travel between District buildings) shall be paid at the Federal Internal Revenue Service Mileage rate.
- B. The district will reimburse a unit member for actual mileage, per the Federal Internal Revenue Service Mileage rate, when required to use his/her personal vehicle in order to respond to school related business outside of his/her regular work schedule which necessitates his/her services.

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ARTICLE IX - Unrequested Leave of Absence, Probation & Seniority Policy

A. **Purpose:** The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, the provisions of M.S. 122A.40, as amended, shall apply.

B. **Definitions:**

Subd.1. For the purposes of this Article, a "principal" shall mean a continuing contract principal or assistant principal of a secondary or an elementary school.

Subd.2. For purposes of this Article "seniority" shall mean full-time employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd.3. Notwithstanding any other provision of this Article, a continuing contract principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

C. **Establishment of a Seniority List:**

Subd.1. A continuing contract principal who works on a full-time continuous contract (one hundred [100] or more consecutive days), or an administrator, not currently serving as a principal but who has worked in the District as a principal "under continuing contract," shall acquire seniority rights and be placed on the appropriate seniority list(s), i.e., Principal, Teacher. Seniority will begin to accrue once an individual becomes an active member of the Unit; no credit will be given for prior work outside of the Unit unless mentioned below.

Subd.2. Certification requirements are identical, and the School Board will not distinguish between the position of principal and assistant principal on the seniority list(s). All principals will have seniority on a single K-12 principal's seniority list.

Subd.3. Time served as an acting principal establishes the date of seniority if employment in the same category is immediately continued upon the completion of the acting principalship assignment.

Subd.4. Probation.

a. Probationary principals shall acquire seniority after completion of the probationary period and upon such completion their names will appear on the seniority list with a seniority date relating back to the date of the appointment.

b. The School Board and the Association agree that a probationary period is necessary for

the District to assess the performance of an in-district or out-district Teacher promoted to a Principal position and for an in-district or out-district Teacher to determine whether the Principal position is a good fit. Therefore, the District may enter into individual negotiations with a bargaining unit member for the purposes of negotiating a probationary period of up to three (3) years for out-district tenured teachers and two (2) years in-district tenured teachers promoted to the principal unit.

c. During said probationary period, the School Board retains the right to remove a principal without "just cause" for the duration of probationary period.

Subd.5. In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification. In the event of equal level of degree, the choice will be made by the highest number of approved post-degree credits, considering college and continuing education credits. In the event those are the same, the District will make the final decision based on the needs of the District.

Subd.6. Any employee in the Unit who shall be transferred to an administrative or executive position shall continue to accrue benefits as if the employee belonged to the Appropriate Unit and such accrued benefits shall be credited to such employee when such employee returns to the Appropriate Unit, less any such benefits used by such employee. Notwithstanding the aforementioned language, the maximum accrued seniority while serving in an administrative or executive position shall be two (2) years, after which no seniority shall continue to accrue.

D. Placement on Unrequested Leave of Absence: Principals and assistant principals shall be placed on unrequested leave in the reverse order of their hiring on the K-12 seniority list.

E. Reinstatement:

Subd.1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are certified and for which they are qualified pursuant to the provisions of this Article. The principal and the highest amount of seniority so certified and qualified shall be reinstated first.

Subd.2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association of Principals.

Subd.3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in this Article to fill such vacancy.

Subd.4. Notification shall be by certified mail to the last known address of the principal as recorded in the office of the Director of Human Resources. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list.

Subd.5. A principal placed on unrequested leave of absence may engage in teaching or

any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd.6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principals was employed by the School Board.

Subd.7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years from the date the principal's unrequested leave of absence beings or until the principals fails to respond within thirty (30) days of the date of notification or until the principals submits in writing a request to be removed from the recall list, whichever occurs first.

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ARTICLE X - Retirement

A. If an employee, herein after named in this Paragraph A, submits a written resignation prior to March 1st of any school year for the purpose of retirement from public school service and will reach the age of 62, 63 or 64 prior to September 1st of that calendar year and having completed ten (10) years of continuous administration employment in Independent School District No. 492, prior to the effective day of resignation, the School District will provide for such employee coverage in accordance with Article VII, paragraph A. As the monthly health insurance premium contribution changes for active employees, it will do so in accordance for retirees.

1. ~~For those employees hired into the unit after June 30, 2005,~~ the School District will provide hospital and medical insurance coverage in accordance with Article VII, paragraph A for single coverage of employee only, and dental insurance for the employee comparable to that insurance in effect at time of retirement. Such insurance benefits shall continue until employee reaches the age of sixty-five (65). In addition, the School District will provide term life insurance for the employee equivalent to two (2) times the specified annual salary at the time of retirement, rounded to the next one thousand dollars (\$1,000). This insurance benefit shall be provided in accordance with, and subject to, the provisions of Minnesota Statutes 471.61. Such insurance benefits will cease and no longer be available to said retiree upon reaching age 65 or if insurance benefits are provided by a different employer following retirement from Independent School District No. 492.
2. An eligible administrator in said unit who meets the requirements of Paragraph A shall receive an early retirement severance in an amount equal to the number of accumulated sick days for the employee, multiplied by the employee's then daily rate of pay, but not to exceed \$20,000.00.

The early retirement benefits shall be paid within thirty days (30) of the retirement date by the School District.

- B. Insurance benefits set forth in this Article shall be provided in accordance with and subject to the provisions of M.S. 471.61.
- C. It is 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. The selection of the insurance carrier and policy shall be made by the School District as provided by law.
- D. If the School District is unable to purchase the insurance coverage herein set forth because such insurance is not available from insurance companies authorized to do business in Minnesota or because it would be contrary to law to purchase such insurance, or if such insurance is canceled through no fault of the School District, the School District shall be relieved of any further liability there for.
- E. The term "continuous" in this article [Paragraph A], does not mean that an employee who is a member of the unit will lose his/her benefits under this article during the ten (10) years of continuous service if employee:
- (1) takes a sabbatical leave;

- (2) takes an approved leave;
- (3) is called to active military service; or
- (4) becomes disabled.

The time involved in one of the leaves stated in Paragraph E will not count for or against the computation of the minimum of ten (10) years of service necessary for provisions of this article if the leave is five years or less.

- F. Tax Deferred matching Contributions Plan 403(B): A unit member in District No. 492 shall be eligible to receive a District matching contribution to a state-approved 403(b) tax deferred matching annuity, in accordance with M.S. §356.24, as amended, provided that:
1. The unit member is a full-time or part-time with an assignment of at least 0.5 FTEs. The District's annual maximum contribution for part-time unit members shall be prorated based on the part-time unit member's FTEs. For example, a 2nd year, part-time (0.5 FTE) unit member would be eligible to receive one-half (50%) of the District's contribution.
 2. The unit member has elected and authorized a salary reduction contribution to a 403(b) tax deferred annuity to be paid by payroll deduction, with equal contributions each pay period to go into effect July 1, 2022 for ~~2022-2023~~2024-2025 school year and July 1, 2023 for ~~2023-2024~~2025-2026 school year.
 3. The unit member has notified the District in writing by October 1, 2022 for ~~2022-2023~~2024-2025 school year and by June 1, 2023 for ~~2023-2024~~2025-2026 school year, of their intention to participate in this non-elective 403(b) tax deferred annuity and the amount of his or her contribution. Such participation shall continue from year to year at the specified amount unless the teacher notifies the District to the contrary.
 4. Amount of Contribution: Effective year one (~~2022-2023~~2024-2025 school years), unit members shall be eligible to receive an annual District matching contribution, applied dollar for dollar against the amount the unit member elects to defer as a salary reduction contribution, not to exceed Four Thousand five hundred and NO/100 Dollars (\$4,500). The matching contribution shall be non-forfeitable at all times. Effective year two-of this contract (2021-2024 school years), unit members shall be eligible to receive an annual District matching contribution, applied dollar for dollar against the amount the unit member elects to defer as a salary reduction contribution, not to exceed Four Thousand five hundred and NO/100 Dollars (\$4,500).. The matching contribution shall be non-forfeitable at all times.
 5. Severance Reduction: The amount of severance pay under this Article X A. above to which a unit member would be entitled at the time of the unit member's effective date of retirement , shall be reduced by the total amount of the School District's matching contribution toward a 403(b) annuity tax deferred annuity for that individual unit member.

ARTICLE XI - Leave Limitation

Absence or leave granted under a specific Article cannot be extended for the same circumstance by application of a different leave article.

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ARTICLE XII - Leaves of Absence Without Pay

- A. Requests for leaves of absence without pay may be granted for adequate reasons to regular employees, and the granting of such leaves shall not be unreasonably withheld.

It is not the intent of this Article to permit annual vacations during the school year.

- B. These leaves may be granted under the following conditions:

1. The leave shall not exceed one year.
2. The leave shall coincide with the school year of the Austin School District.
3. Leaves for shorter periods than one year may be granted if application is made to the Superintendent or a designee, not less than two (2) months in advance of departure date.
4. If a suitable replacement can be secured or if the employer deems such replacement unnecessary.

- C. Any employee granted leave under this policy may maintain medical insurance by paying one month in advance a sum equal to the projected cost of the insurance coverage. If rates change during the absence, in order to maintain the coverage, the employee must pay the difference as determined by the Business Office. Income protection insurance is not continued while on leave granted under this policy.

- D. Any employee returning from leave granted under this Article shall be reinstated with the same benefits available to the employee as before the employee left.

- E. Sick leave accumulated prior to the leave of absence shall be retained.

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ARTICLE XIII - Sabbatical Leave

- A. The employer, upon the recommendation of the Superintendent, may grant a sabbatical leave of absence for a period not to exceed one (1) year to employees under this Working Agreement.
- B. When a sabbatical leave is granted, the following conditions shall apply:
1. An employee granted leave will receive up to one-half the employee's current salary. The employee will continue membership in the State Teachers' Retirement Fund and deductions from the employee's salary will be made for the purpose of payment to the fund. Deductions from the salary paid to the employee by Independent School District No. 492 and payments to the Retirement Fund will be made only if the State of Minnesota Teachers' Retirement Fund laws and regulations pertaining to O.A.S.I. permit such deductions and payments.
 2. The employee who is on sabbatical leave may accept grants, scholarships, fellowships, or other sources of income. If the sum of the salary paid by Independent School District No. 492, plus the grant, scholarship or fellowship exceed the amount that the employee would receive if teaching in Austin, the amount of sabbatical leave salary paid by Independent School District No. 492 will be reduced to make the amount equal to the salary paid the employee on the salary schedule.
 3. The School District will continue hospital and surgical coverage insurance for the employee on sabbatical leave in accordance with Article VII.
 4. The School District will continue income protection insurance for the employee while on sabbatical leave at the salary the employee receives during the year of sabbatical leave at no cost to the employee.
 5. The School District will continue term life insurance for the employee while on sabbatical leave at no cost to the employee.
 6. The School District will continue dental insurance for the employee while on sabbatical leave at no cost to the employee.
 7. Sick leave shall not accumulate nor be paid to the employee while on sabbatical leave.
 8. An employee granted leave must return to the Austin Public Schools for two (2) years following leave. If the employee resigns without fulfilling this obligation, such employee must return the salary granted during the year of such employee's sabbatical leave, and also all other fringe benefit costs which the School District has paid on behalf of the employee during the sabbatical leave.

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ARTICLE XIV - Leaves for Exchange Principal Programs

- A. A leave of absence of one (1) year may be granted upon approval of the School Board to any employee for the purpose of participating in exchange principal programs in other school districts, states, territories, or countries.
- B. Upon return from such leave an employee shall be reinstated with the same benefits available as before leaving.

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ARTICLE XV - Sick Leave

- A. Employees working twelve (12) months shall accrue fifteen (15) days of sick leave with pay for each year of employment. Employees working 225 or 230 days shall accrue fourteen (14) days of sick leave with pay per year. Unused sick leave shall accumulate. These sick days may be used for either the employee or any sick family member. Newly appointed employees will receive their first eight (8) days of sick leave upon hire their first year of service with the additional sick days accruing throughout the year.
- B. If accumulated sick leave is exceeded, for such excess days deductions from the employee's salary will continue for a total period not to exceed 90 calendar days as determined by the Superintendent, or a designee, after which time the income protection policy will be in effect.
- C. In determining how much sick leave allowance an employee has, calculate at the end of each year the total number of days credit. Then, prior to September 1st, add the proper number of days allowable for that year as specified in paragraph A. above.
- D. The Superintendent or a designee may call for proof of illness to substantiate the request for sick leave.

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ARTICLE XVI - Child Care Leave

- A. A childcare leave may be granted by the School District subject to the provisions of this section. Childcare leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.
- B. An employee making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.
- C. The School District and the employee may adjust the proposed beginning or ending date of a childcare leave mutually. Employees may, in case of pregnancy, continue to work until they are certified as disabled by their physician. At this time the Board retains the right to place the employee on leave.
- D. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:
 - 1. Grant any leave more than twelve (12) months in duration.
 - 2. Permit the employee to return to his/her employment prior to the date designated in the request for childcare leave.
- E. An employee returning from childcare leave shall be reemployed in the position which he/she occupied unless the position has been discontinued or the employee has been discharged or placed on unrequested leave.
- F. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.
- G. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be period of actual service enabling the School District to have the opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on childcare leave shall not be counted as part of the probationary period.
- H. An employee who returns from childcare leave within the provisions of this section shall retain any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue leave time during the period of absence for childcare leave.
- I. Leave under this section shall be without pay, but an employee on child care leave is eligible to participate in group insurance programs under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain during aily non-FMLA covered portion of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section

ARTICLE XVII - Personal Leave

- A. The Superintendent or a designee may grant reasonable time off with pay for employees for valid personal reasons of an exceptional nature that can be conducted only during school hours.
- B. The employee must put in writing on forms provided the request for personal leave stating clearly the purpose of the leave. This request must be in the office of the Superintendent or a designee five (5) full school days in advance of the date requested.
- C. In cases of emergency, the advance written notice may be waived; but, in all instances, the employee must make contact with the Superintendent or a designee for approval.
- D. Personal leave shall not be used for vacation purposes.

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ARTICLE XVIII - Leave for Death of any Member of the Immediate Family

- A. Each employee will be granted up to five (5) days with pay for the death of each member of the immediate family -- father, mother, sister, brother, husband, wife, child, grandparents, grandchild, father-in-law , mother-in-law, sister-in-law, brother-in-law, son-in-law , or daughter-in -law, and up to three (3) days with pay for other relatives. Such leave is not to be deducted from an employee's personal sick leave allowance.
- B. Distance and circumstances will determine the length of leave to be granted by the Superintendent or a designee.
- C. The Superintendent or a designee may call for proof of death to substantiate the leave under this Article.

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ARTICLE XIX - Jury Duty or Testifying Under Subpoena

- A. An employee who is called for jury duty or who is subpoenaed as a witness will not suffer a salary deduction.
- B. While serving on jury duty or as a subpoenaed witness, the employee shall receive full salary and benefits. However, such employee must return to the School District the pay received for serving on jury duty or as a subpoenaed witness. For purposes of jury duty leave in this Article, an employee is not "subpoenaed as a witness" for any court appearance where the employee is the criminal defendant or where the employee is charged with a violation of law or where the employee is the plaintiff in a civil action or has otherwise initiated the litigation, claim or case. If the employee is a criminal defendant, or is charged with a violation of law, and is later found not guilty, pay for missed work will be reinstated if previously deducted, or personal days will be reinstated if used. Proof of verdict will be necessary.

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ARTICLE XX - Military Leave of Absence

All full-time employees of the School District who are members of the Active Military Reserve will be granted military leave for the purpose of fulfilling the active duty requirements, such leave not to exceed two weeks annually. No deduction in pay is to be made if properly excused by the Superintendent or a designee. To the greatest extent possible, active duty should be arranged for the summer recess, during Christmas holidays and such time as do not interfere with assigned duties.

Employees called for selective service physical examination shall be excused without loss of pay for such purposes.

In other respects, the mandatory requirements of the laws of the United States and of the State of Minnesota shall be followed.

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ARTICLE XXI – Assaults on Principals

- ~~A. — An assault upon an employee in the terms of performing professional duties for School District No. 492 shall be promptly reported to the Superintendent or a designee.~~

- ~~B. — Time lost for injuries by an employee as a result of assault which is covered by Workers' Compensation (i.e. in the scope and course of employment) shall be covered by the employee's sick leave and provisions of the income protection policy in effect. The sick leave coverage shall be limited to an amount equivalent to what has been accrued by the employee. In the event the employee at a later date becomes ill or injured requiring an absence and does not have sufficient sick leave accrued to cover such absence, any or all of the sick leave used due to assault as described above shall be reinstated as is necessary.~~

- ~~C. — When an employee is unable to work because of compensable injury covered by Workers' Compensation, the employee shall receive the difference between the employee's Workers' Compensation check and the employee's regular check. The days charged against the said employee's accrued sick leave where the absence is covered by the Workers' Compensation law shall be in proportion to the actual salary per day of said employee less amounts paid by Workers' Compensation.~~

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ARTICLE XXII - Grievance Procedure

A. Grievance Definition:

1. A "grievance" shall mean a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.
2. A grievance may be initiated or submitted only by the employee involved and not by a representative or agent.

B. The employer may be represented during any step of the procedure by any person or agent designated by it to act in its behalf. Such representative shall not exceed three in number.

1. The exclusive representative shall be one of the employee's representatives beginning with Level I, and the employee may select not more than two additional representatives.
2. The grieving employee may withdraw the grievance at any time and such withdrawal shall be final and binding upon the employee and the exclusive representative.
3. The exclusive representative may also withdraw the grievance and such withdrawal shall be final and binding upon the exclusive representative and upon the grieving employee.

C. Definitions and Interpretations:

1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays (Monday through Friday) not designated as holidays by state law. For purposes of this Paragraph C (2), the days of the School District's winter recess and the School District's spring recess shall be considered holidays.
3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday or a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period, or receipt thereof has been admitted by the School District.

- D. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is served in writing upon the employer within twenty (20) days after the date the event giving rise to the specific provision of this agreement allegedly violated and the particular relief sought. Failure to serve any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer or its designee.
- E. Adjustment of Grievance: The employer and the employee shall attempt to adjust such grievances which may arise during the course of employment within the School District in the following manner:
1. Level I: An effort shall first be made to adjust an alleged grievance informally between the principal and/or designee and the Superintendent and/or a designee. If the grievance is not resolved through informal discussions, the Superintendent or a designee shall meet regarding the grievance within fifteen (15) days of receipt of the written grievance. Within seven (7) days after the meeting, the Superintendent or a designee shall issue a decision in writing to the employee or employees involved.
 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board, a committee or representative(s) of the Board (one of which shall be a Board member) may be designated by the Board to hear the appeal at this Level II, and report its findings and recommendations to the School Board. The School Board shall then render its findings and decision by sending it in care of one of the officers of the exclusive representative at their last known address.
- F. School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to accept, reverse or modify such decision, and the School Board shall issue its decision in writing within twenty (20) days after notice of its intention to review.
- G. Denial of Grievance: Failure by the School Board or its representative to issue a decision at each level within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.
- H. Grievance Mediations: In the event that a grievant(s) and the School District are unable to resolve any grievance, the parties will participate in mediation for the purpose of compromising, settling, or resolving the grievance.
1. Request: A request to submit a grievance to mediation must be made in writing signed by the

grievant(s) or the School District and delivered to the designee of the other party. The other party shall respond within ten (10) working days to accept or deny the submission of a grievance to mediation.

2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

3. Mediation: The assigned mediator shall schedule one or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

4. Cost of Mediation: The cost of mediation shall be borne equally by both parties. Each party shall bear their own costs related to representation during the mediation process.

5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

G.

H.I. Arbitration Procedures: In the event the employee involved, and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

1. Request: A request to submit a grievance to arbitration must be in writing, signed by one of the aggrieved employees, and such request must be filed in the office of the Superintendent within twenty (20) days following the decision in Level II of the grievance procedure.
2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the employee and the Superintendent or a designee shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request Minnesota Bureau of Mediation Services, hereinafter referred to as BMS, to appoint an arbitrator, pursuant to MS 179A.21, Subd.2, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
4. Submission of Grievance Information to Arbitrator:
 - (a) After the selection of the arbitrator and not less than four (4) weeks prior to the arbitration hearing, the parties shall attempt to prepare a joint submission of the items specified in Subparagraphs (i), (ii), (iii), and (iv). If the parties cannot agree on such joint submission, then the appealing party shall in not less than two (2) weeks prior to the arbitration hearing forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - (i) The issues involved.
 - (ii) Statement of facts.
 - (iii) Position of the grievant. (If a joint submission is to be made, there shall be included the position of the grievant and the position of the School Board).
 - (iv) The written documents relating to Paragraph D. and Paragraph E. of this Article XXII.
 - (b) The School Board may make a similar submission of information relating to the grievance, either before or at the time of the hearing.

5. **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
6. **Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in the Public Employment Labor Relations Act.
7. **Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording may be made of the hearing at the request of either party or shall be paid for by the party requesting the same. The parties shall share equally fees and expenses of the arbitrator.
8. **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to those matters set forth in 1971 Minnesota Statutes 179A.21, Subd.3, except those specifically included herein. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public-School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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ARTICLE XXIII - ~~Dues Check-Off~~Membership and Association Fees

- A. Any principal may sign and deliver to the Board, an assignment form authorizing payroll deduction of Association dues as specified in writing by the Association. Such authorization shall be continuing and may be revoked by thirty (30) days written notice to the Board or upon termination of the employee's employment. Pursuant to such authorization, the School Board shall deduct such dues from the first paycheck in September and ending with the last paycheck in the following June, from the paychecks due the employee. Dues deductions for employees after the commencement of the school year shall be appropriately prorated to complete payments by the end of said month of June. The School District shall not be liable to deduct any dues unpaid at the time of the withdrawal of such authorization or the termination of the employee's employment with the School District.
- B. With respect to all dues deducted by the Board, the Board shall, once a month, remit to the proper principal's association the dues deducted, accompanied by a list of employees for which such deductions have been made.
- C. The employer will contribute up to a maximum of \$1,000.00 per employee for the ~~2022-2023~~2024-2025 and ~~2023-2024~~2025-2026 contract years towards professional association dues. The purpose of the organization must be directly related to the area of responsibility for which the employee is employed. Any unused funds remaining on November 1st of each year may be used by any other member of the unit.
- D. The District will pay the annual cost of Rotary Membership for the Austin High School Principal.
- E. The District will contribute up to Five Hundred and *NO*/100 Dollars (\$500.00) each school year for city of Austin service organization member for each principal member.

ARTICLE XXIV - Professional Commitment

- A. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.
- B. The exclusive representative agrees, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike or unfair labor practice as defined by PELRA. The parties agree that procedures affecting this Article are provided for by PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.
- C. Compensation for employees will continue in the event of strikes or work stoppages of other District employees. Should there be "make up days" requiring days beyond the normal work year for each employee, there will be additional compensation for these days.

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ARTICLE XXV - ~~Service Recognition~~Longevity

~~A — In recognition of a principal's service to the District, a principal receives the following Service Recognition amount upon retirement or resignation from the District. Years of service are measured by years of membership in the Austin Principals Association.~~

After Years	5-9	3%	x	Last Annual Salary	= Service Recognition Amount
After Year	10	5%	x	Last Annual Salary	= Service Recognition Amount
After Year	11	8%	x	Last Annual Salary	= Service Recognition Amount
After Years	12-13	11%	x	Last Annual Salary	= Service Recognition Amount
After Years	14-16	14%	x	Last Annual Salary	= Service Recognition Amount
After Years	17-19	17%	x	Last Annual Salary	= Service Recognition Amount
After Year	20	20%	x	Last Annual Salary	= Service Recognition Amount

~~The principal shall receive the service recognition pay in a single lump sum or in periodic payments as mutually agreed by the parties over a period not to exceed five years from retirement or resignation from employment.~~

Effective July 1, 2024, longevity payments, applicable on June 30, 2025 and June 30, 2026 shall be as follows:

After Completion of:	
Year 5	\$ 500.00
Year 6	\$ 600.00
Year 7	\$ 700.00
Year 8	\$ 800.00
Year 9	\$ 900.00
Year 10	\$ 2,500.00
Year 11	\$ 1,000.00
Year 12	\$ 1,100.00
Year 13	\$ 1,200.00
Year 14	\$ 1,300.00
Year 15	\$ 2,500.00
Year 16	\$ 2,000.00
Year 17	\$ 2,100.00
Year 18	\$ 2,200.00
Year 19	\$ 2,300.00
Year 20	\$ 5,000.00

June 30, 2025, employees will be payed a one time catch-up amount due for all years completed. The principal shall receive the longevity payment into the district-sponsored Health Retirement Arrangement, HRA. All applicable IRS rules will apply to the Principal for the tax-advantaged program.

ARTICLE XXVI - Conformity to Law

The provisions of this agreement shall be severable, and if any provision thereof or the application of

such provision under any circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provision thereof and such other provisions shall continue in full force and effect.

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ARTICLE XXVI - Duration

- A. This Agreement shall remain in full force and effect for a period commencing on the 1st day of July 202~~42~~ through June 30, 202~~64~~ and if permitted by PELRA it shall continue thereafter until modifications are entered into prior to commencement of school in 202~~46~~, a principal shall be compensated according to the last individual contract executed between the principal and the School District, until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 202~~46~~ it shall give written notice of such intent no later than March 1, 202~~46~~. Language and detail of requested changes will be submitted in writing no later than June 1, 202~~46~~. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed upon, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.
- B. This Agreement constitutes the full and complete agreement between the School District and the exclusive representative. 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.
- C. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 202~~24~~.

Austin Principals Association

Independent School District Number 492

President/Chief Negotiator

School Board Chair

Vice President

School Board Clerk

Chief Negotiator for School Board

SALARY SCHEDULE A-ANNUAL SALARY

2022- 2023 <u>2024-</u> <u>2025</u>	Step 1	Step 2	Step 3	Step 4	Step 5
Austin High School Principal	\$ <u>139,120</u> \$130,187	\$ <u>141,672</u> \$132,574	\$ <u>144,270</u> \$135,005	\$ <u>146,914</u> \$137,480	\$ <u>149,608</u> \$140,000
Middle School Principal	\$ <u>134,152</u> \$125,537	\$ <u>136,612</u> \$127,839	\$ <u>139,116</u> \$130,183	\$ <u>141,668</u> \$132,570	\$ <u>144,264</u> \$135,000
Assistant Principal	\$ <u>119,361</u> \$111,696	\$ <u>121,579</u> \$113,772	\$ <u>123,798</u> \$115,847	\$ <u>126,017</u> \$117,924	\$ <u>128,235</u> \$120,000
Elementary School Principal	\$ <u>116,763</u> \$109,265	\$ <u>118,834</u> \$111,203	\$ <u>120,956</u> \$113,189	\$ <u>123,076</u> \$115,172	\$ <u>125,197</u> \$117,157
AALASEC Principal	\$ <u>116,763</u> \$109,265	\$ <u>118,834</u> \$111,203	\$ <u>120,956</u> \$113,189	\$ <u>123,076</u> \$115,172	\$ <u>125,197</u> \$117,157

2023- 2024 <u>2025-</u> <u>2026</u>	Step 1	Step 2	Step 3	Step 4	Step 5
Austin High School Principal	\$ <u>144,337</u> \$134,092	\$ <u>146,984</u> \$136,551	\$ <u>149,680</u> \$139,055	\$ <u>152,423</u> \$141,604	\$ <u>155,218</u> \$144,200
Middle School Principal	\$ <u>139,183</u> \$129,303	\$ <u>141,735</u> \$131,674	\$ <u>144,333</u> \$134,088	\$ <u>146,980</u> \$136,547	\$ <u>149,674</u> \$139,050
Assistant Principal	\$ <u>123,837</u> \$115,047	\$ <u>126,139</u> \$117,185	\$ <u>128,440</u> \$119,323	\$ <u>130,742</u> \$121,462	\$ <u>133,044</u> \$123,600
Elementary School Principal	\$ <u>121,142</u> \$112,543	\$ <u>123,290</u> \$114,539	\$ <u>125,492</u> \$116,584	\$ <u>127,691</u> \$118,627	\$ <u>129,892</u> \$120,672
AALASEC Principal	\$ <u>121,142</u> \$112,543	\$ <u>123,290</u> \$114,539	\$ <u>125,492</u> \$116,584	\$ <u>127,691</u> \$118,627	\$ <u>129,892</u> \$120,672

SALARY SCHEDULE B - Newly Hired Employees

Newly hired employees to Independent School District No. 492 shall be assigned to salary at the discretion of the School Board. The administration will meet with and inform the president of the Austin Principal's Association relative to a new employee's initial salary and the anticipated implementation

of Salary Schedule A.

SALARY SCHEDULE C - Newly Hired Employees

All employees receiving a doctorate degree defined as PhD, ED. D, Psych D shall receive an annual doctoral stipend of One Thousand Five Hundred and NO/100 Dollars (\$1,500.00).

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AUSTIN PUBLIC SCHOOLS
CONTRACT FOR SUPERINTENDENT OF SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 492
Austin, Minnesota

The School Board of Independent School District No. 492, Austin, Minnesota ("School District") enters into this contract with Dr. Joey Page ("Superintendent"), a legally qualified and licensed superintendent in the state of Minnesota, who agrees to perform the duties of Superintendent of schools of the School District.

The School District and the Superintendent agree as follows:

I. Applicable Statute:

This contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. 123B.143, Subd. 1.

II. Licensure:

The Superintendent shall furnish throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules, and regulations.

III. Duration, Extension, Expiration, Termination, and Mutual Consent:

1. Duration:

This contract is for a term of three (3) years commencing July 1, 2024 and ending June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided herein.

2. Subsequent Contract.

- a. Notice by Superintendent: The notice provisions of this contract shall obligate the School Board only if not later than November 1 immediately prior to the expiration of this contract, the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after November 1, the January 1 and January 31 deadlines in subparagraph b and e shall be extended by the same number of days that the Superintendent's notice is delayed beyond November 1.

- b. Preliminary Notice – School Board: In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than January 1, immediately preceding the date of expiration of this contract.
- c. Request for Meeting: Within ten (10) calendar days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.
- d. Meeting Between the Parties: Upon receipt of such request, the School Board shall hold a meeting with the Superintendent within fifteen (15) calendar days.
- e. Final Action – School Board: The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than March 1, immediately preceding the date of expiration of this contract, and shall notify the Superintendent of such action in writing.
- f. Effect: The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.

3. Expiration:

This contract shall expire at the end of the term specified in Section III, 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease unless a subsequent contract is entered into in accordance with Minn. Stat. 123B.143, Subd. 1.

4. Termination During the Term:

The Superintendent's employment may be terminated during the term of this contract only for cause as defined in Minn. Stat. 122A.40, Subds. 9 or 13. Except for purposes of the definition of cause, the provisions of M. S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during

the contract term for cause as described in M. S. 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such an event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The parties shall select the arbitrator through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The arbitrator's decision shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending a final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

5. Mutual Consent:

This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules, and procedures deemed necessary for the School District, and in general, perform all duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as ex-officio member of the School Board and all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

V. Duty Year and Leaves:

1. Basic Work Year:

The Superintendent's duty year shall be for the entire twelve (12)-month contract year as provided herein, and the Superintendent shall perform services on those

legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural unless otherwise excused in accordance with School Board administrative policy.

2. Vacation:

The Superintendent shall earn twenty-five (25) working days of annual paid vacation each contract year. Unused vacation must be either cashed out pursuant to the next paragraph or taken as time off work within one year after the end of the contract year in which it is earned, or such unused days shall expire. Upon the termination of employment, the Superintendent shall be entitled to payment for any unused and unexpired vacation days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay, calculated by dividing the Superintendent's annual salary on the date of termination by two-hundred sixty (260) If requested by the Superintendent, to the extent allowed by law, said payment shall be placed in a separate state-approved 403(b) tax-deferred annuity, pursuant to Minn. Stat. 356.24, Subd. 1(11).

In the event the Superintendent dies during the term of this Contract, payment of any unused vacation days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay calculated on the annual salary of the Superintendent at the time of his death, shall be made to the Superintendent's survivor or estate.

Instead of taking time off work, the Superintendent may use vacation days by electing to receive a cash payment for up to two (2) unused vacation days at the end 2024-2025 contract year, three (3) at the end of the 2025-2026 contract year, and four (4) at the end of 2026-2027 contract year. The Superintendent must provide written notice of this election to the Director of Human Resources on or before the last day of the contract year, or such right shall expire for that year.

3. Holidays:

The Superintendent shall be entitled to eleven (11) paid holidays each contract year as designated by the School Board as follows: July 4 (1), Labor Day (1), Thanksgiving (2), Christmas (2), New Year's Day (2), Good Friday (1), Memorial Day (1), and Juneteenth.

4. Sick Leave:

The Superintendent shall earn paid sick leave at the rate of twelve (12) days (s) (accruing at 1.0 days for each month of service) annually each contract year. Unused sick leave shall accumulate from one year to the next to a maximum of one hundred (100) days. Upon termination of employment, the Superintendent shall be entitled to payment for unused sick leave days accrued and earned to a maximum

of fifty (50) days pursuant to the provisions of this paragraph, based on the daily rate of pay, calculated by dividing the Superintendent's annual salary on the date of termination by 260. If requested by the Superintendent, to the extent allowed by law, said payment shall be placed in a separate state-approved 403(b) tax-deferred annuity, pursuant to Minn. Stat. 356.24, Subd. 1(11).

In the event the Superintendent dies during the term of this Contract, payment of any unused sick leave days accrued and earned pursuant to the provisions of this paragraph, based on the daily rate of pay calculated on the annual salary of the Superintendent at the time of his death, shall be made to the Superintendent's survivor or estate.

5. Personal/Emergency Leave:

The Superintendent may be granted paid personal/emergency leave during the contract year at the discretion of the School Board.

6. Bereavement Leave.

The Superintendent shall be granted bereavement leave for death within the Superintendent's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair. Days utilized will not be deducted from sick leave.

7. Disability.

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to seventy percent (70%) of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

8. Medical Leave:

a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M. S. 122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

b. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long-term disability compensation and has not been suspended or placed on a leave of absence pursuant to M. S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for a medical leave of absence or extension thereof pursuant to this section shall

be accompanied by a written statement from a physician outlining the condition of health and the estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on a medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain for any portion of non-FMLA covered leave. If a medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M. S. 122A.40, Subd. 12.

9. Leave of Absence Without Pay:

Requests for leaves of absence without pay may be granted only at the discretion of the School Board.

VI. Insurance:

1. Health and Hospitalization Insurance: During the term of this contract, the School District shall provide the Superintendent and his qualified dependents two (2) single and family plan options for health and hospitalization insurance coverage under the school district's group plan as follows:
 - a. \$250/\$500 Deductible Option. The \$250/\$500 deductible single plan option will have an employer contribution of 93% of the total cost of the premium. The \$250/\$500 deductible family plan option will have an employer contribution of 87% of the total cost of the premium. The Superintendent will pay any excess premium through payroll deduction.
 - b. \$1200/\$2400 Deductible Option with HSA. The \$1,200 deductible single plan option and \$2400 family plan option will have an employee contribution of \$0. The District will contribute 50% of the deductible annually to each qualified employee's HSA account in one annual installment in year one of enrollment of the HSA plan and in quarterly installments thereafter.
 - i. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

2. Leave of Absence Health Insurance.

When on an approved leave of absence, the Superintendent shall be able to purchase the major medical and health insurance coverage at the prevailing group rate for up to twenty-four (24) months.

3. Dental Insurance:

The School District will contribute a sum toward single or family dental coverage not to exceed the full annual cost of a premium for single coverage for the Superintendent. Any additional cost of the plan shall be borne by the employee and is paid by payroll deduction. This insurance must be maintained as a selected group insurance. All employees will be required to be members of this group.

4. Life Insurance:

The School District shall provide a group term life insurance plan providing coverage in the amount of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District. To the extent allowed by law and subject to the School District's group term life insurance plan according to these provisions at the Superintendent's own expense until the Superintendent is eligible for Medicare.

5. Long-Term Disability Insurance:

The School District shall provide, at the School District's expense, long-term disability coverage for the Superintendent in the School District's group plan. When on long-term disability, the Superintendent will be considered "inactive" for long-term disability purposes, and the Superintendent shall be able to purchase the major medical and health insurance coverage while on long-term disability.

6. Liability Insurance:

The School District shall provide, at the School District's expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

7. Claims Against the School District:

The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits, shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District due to

denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

8. Health Insurance Benefit for Retired Superintendent:

To the extent allowed by law and subject to the School District's insurance policy, the Superintendent may continue participation in the School District's Health and Hospitalization Insurance at the Superintendent's own expense until the Superintendent is eligible for Medicare.

VII. Other Benefits:

1. Tax Sheltered Annuities:

The Superintendent will be eligible to participate through payroll deduction in a tax-sheltered annuity plan established pursuant to Section 403(b) of the Internal Revenue Code, Minn. Stat. § 123.35, Subd. 12, and School District policy and a deferred compensation plan in accordance with Minn. Stat. § 356.24. The School District will match the Superintendent's contributions to such plan or plans on a dollar-for-dollar basis up to a maximum School District matching contribution of \$7,500 for the 2024-2025 school year, \$8,000 for the 2025-2026 school year, and \$8,500 for the 2026-2027 school year. The School District's matching contribution shall be in addition to the salary paid pursuant to Paragraph VIII, Salary, below.

2. Tax-Deferred Saving Plan:

The Superintendent will be eligible to participate in the Minnesota State Deferred Compensation Plan under Section 457 of the Internal Revenue Code, and may make contributions to such plan through payroll deduction.

3. Conferences, Professional Fees, and Meetings:

The School District shall pay all valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required and professional fees as directed or permitted by the School Board. The Superintendent shall attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

4. Membership:

The School District shall pay the full cost of the Superintendent's membership in the American Association of School Administrators (AASA) and the Minnesota Association of School Administrators (MASA) and dues for membership in such other local organizations as approved by the School Board.

5. Cell Phone:

A monthly stipend of \$60 for cell phone use shall be provided by the School District.

6. Annual Physical Examination:

The School District shall provide an annual comprehensive physical examination, at the expense of the School District, by a clinic, hospital, or doctor of the Superintendent's choice.

7. Licensure Fee:

The School District will pay the Superintendent's annual Board of Teaching licensure fee.

8. Overpayment/Underpayment:

If the District overpaid or underpaid the Superintendent, such payment will be reclaimed by the District or the Superintendent. Before such action is taken, there will be a personal conference with the Superintendent. The payment terms shall be mutually agreed upon.

VIII. Salary:

The Superintendent shall be paid a salary of \$194,250 for the 2024-2025 contract year, a salary of \$203,900 for the 2025-2026 contract year, and a salary of \$210,000 for the 2026-2027 contract year.

IX. Other Provisions:

1. Outside Activities:

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the superintendency. The Superintendent shall not engage in other employment, consultant service, or other

activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

2. Indemnification and Provision of Counsel:

In the event that an action is brought or a claim is made against the Superintendent arising out of or in conjunction with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

3. Severance Pay:

Upon termination of employment for any reason other than the Superintendent's gross misconduct or willful or wanton neglect of duty, the Superintendent shall be entitled to severance pay equal to one (1) month pay for each year completed as Superintendent in the School District up to six (6) months. The monthly rate of pay shall be calculated based on the Superintendent's annual salary at the date of termination.

If requested by the Superintendent, to the extent allowed by law, said payment shall be placed in a separate state-approved 403(b) tax-deferred annuity, pursuant to Minn. Stat. § 356.24, Subd. 1(11). In the event contributions to the 403(b) exceed applicable contribution limits, any remaining payment due shall be made in a lump sum payment to the Superintendent or into the district-sponsored Health Reimbursement Arrangement, HRA. All applicable IRS rules will apply to the Administrator for both tax-advantaged programs.

4. Evaluation:

The School Board and Superintendent shall devote at least a portion of one (1) meeting annually to a discussion of the working relationship between the Superintendent and the School Board and an evaluation of the performance of the Superintendent.

X. Severability:

If any provision of this contract is held to be invalid by operation of law, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective only upon the signature of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, the parties have signed this contract on the dates set forth below.

Date: _____

Joey Page, Ed.D., Superintendent

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 492

By: _____

School Board Chair

By: _____

School Board Clerk