School Board Special Meeting
Monday, September 22, 2025 4:00 PM

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 Dube
2. Request approval of agenda (Action)
   Speaker(s): Chairperson Dube
3. Overview and request approval of 2025 payable 2026 proposed levy (Action)
   Speaker(s): Exec Director of Finance and Operations Todd Lechtenberg
4. Request approval of 2025-27 Food Service working agreement (Action)
   Speaker(s): Human Resources Director Sue Stark
5. Request approval of APS fundraising activities (Action)
   Speaker(s): Exec Director of Finance and Operations Todd Lechtenberg
6. Request approval of resolution relating to appointing election judges and absentee ballot board members for the November 4, 2025 school district special election (Action)
   Speaker(s): Exec Director of Finance and Operations Todd Lechtenberg
7. The following policies in section 300 are up for regular review. There are no suggested updates. Approval by the Board affirms the policies have been reviewed with no updates.
   Speaker(s): Chairperson Dube
   7.A. Policy 301 - School District Administration
   7.B. Policy 302 - Superintendent
   7.C. Policy 303 - Superintendent Selection
   7.D. Policy 304 - Superintendent Contract, Duties, and Evaluation
   7.E. Policy 305 - Policy Implementation
   7.F. Policy 306 - Administrator Code of Ethics
8. Request repeal of policy 105 — Continuous Improvement (Action)
   Speaker(s): Chairperson Dube
9. Finalize MSBA Phase III and IV training dates
   Speaker(s): Chairperson Dube
10. Board to enter closed session for the purpose of a negotiations update (Action)
11. Board to enter open session (Action)
12. Adjournment (Action)

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DATE: September 22, 2025

TITLE: Certification of Proposed Property Tax Levy 2025 Payable 2026

TYPE: Action

PRESENTER: Todd Lechtenberg, Executive Director of Finance & Operations

Background:
By September 30, 2024, the School Board must certify the proposed levy for property taxes payable in 2025. The levy limit is determined by the Minnesota Department of Education (MDE) and is based on Minnesota Statutes as well as information supplied by each district relating to referendum authority, enrollment, and intent to participate in various programs. The levy limit indicated in the recommendation is based on information provided by MDE.

Rationale:
The 2025 Pay 2026 Proposed Property Tax levy reflects an increase of 0.82% as of Friday, September 19, 2025. The specific dollar amount of the Levy will be approved by the School Board at the December 8, 2025 meeting.

The Truth in Taxation hearing will be held at 6:00pm on December 8, 2025 in the Austin High School Annex Recital Hall. This hearing includes a presentation walking through the levy and changes that resulted in the final levy to be certified. The School Board will approve the final levy through official action following the hearing.

Recommendation:
It is recommended that the School Board certify the 2025 Pay 2026 Proposed Property Tax Levy at the "Maximum."

2025 Pay 2026 Proposed Tax Levy

Todd Lechtenberg

School Board Special Session



AUSTIN PUBLIC SCHOOLS
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AUSTIN PUBLIC SCHOOLS STRATEGIC PLAN

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 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

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



STUDENTS

I am supported and challenged in my learning and believe I will be successful

- Teachers and all staff are approachable, listen and respond to my needs
- My teachers have time to talk through and help answer questions or help solve problems I have
- I am trusted to make good choices, be engaged in my learning, and held accountable but not overwhelmed

I feel that school is safe and that school is challenging and fun

- I am heard and respected for who I am by school staff and students
- The school and my interactions with students and staff are safe, positive and inclusive
- I enjoy coming to school every day and have time to be with friends during school
- I understand what is expected from me at school
- I am supported in my mental health needs

I am an engaged learner at school and in our community

- I have a voice and choice in how and what I learn
- My learning is hands-on, meaningful, challenging and helps me prepare for my future
- My teachers like me and believe in me
- I have teachers and staff that work with me in a way that benefits all students
- I am physically comfortable in the school setting
- This school should be about me not the teachers



FAMILIES

I am part of my child's education and feel welcomed, valued, and respected as a family

- My child is physically and emotionally safe at school
- My child feels a sense of belonging at school, is cared for, and valued
- My student can voice their thoughts and ideas without being discriminated against so they continue to learn

My child enjoys coming to school and is safe, included and respected so they are learning every day

- My child is challenged (not overwhelmed) in learning and development, listened to, and provided choice and voice in learning options
- Teachers know my child well and creates a fun, interactive approach to learning which is responsive to my child's and family needs

I am engaged in a partnership with my child's school so I know what to do to help my child continue to grow and learn

- I will feel welcome, informed and encouraged to collaborate with the teachers and staff at the school to help my child grow
- My child's teachers, my child and myself have open communication about their academic progress, social development and well-being
- District and school information is easy to understand and easily accessible
- My child is taught the life skills necessary to be successful in whatever path they choose after high school



STAFF

I am seen, valued, and respected for who I am and the work I do

- I work in a collaborative not competitive environment that honors the unique strengths of each individual
- I am seen as a professional and given the flexibility and support to provide students what they need to be successful
- I am listened to, heard and know that I matter
- I have a level of freedom and innovation within reasonable parameters

I receive the support and resources to do my job well so I am able to create a healthy and safe learning environment

- I am a valued member of a caring, engaged, and collaborative team
- I receive constructive feedback in regards to my position so I can be the best version of myself
- I am treated with respect and fairness with reasonable expectations for work, performance, time, and employment
- I enjoy my job and have flexibility, satisfaction, and recognition

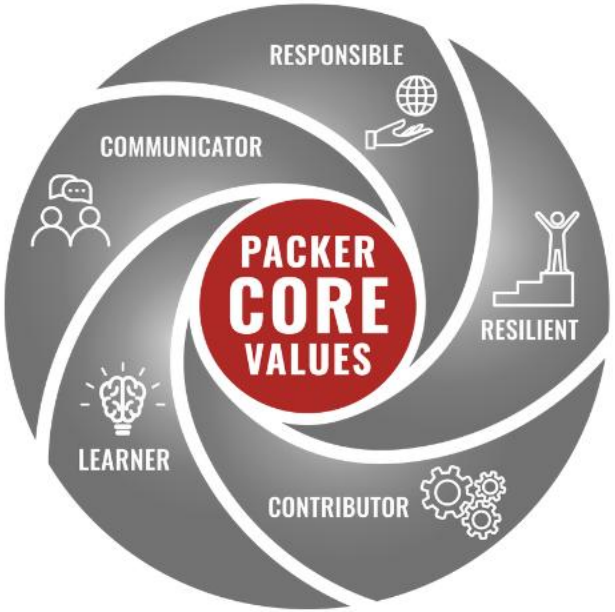
I work in a district that is willing to adapt and change when necessary to best meet the needs of all students

- Diversity, equality, inclusion and equity for everyone
- I have the resources and materials I need in my classroom and for families so they know what they can do to support learning at home
- There is effective communication across the district and community so staff and families have the information they need
- I have adequate training for various aspects of my job



WHAT OUGHT TO BE

The **Desired Daily Experience** sets the foundation of descriptions of the student, family, and staff experiences *if* the strategic plan is successfully implemented in APS.



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

School District Levy Process

- March 2025-Districts submit their Achievement and Intergration budget for school year 2025-2026
- June 2025-Deadline for districts to submit their Career and Technical budget for 2025-2026
- July 2025-Deadline for districts to submit their Early Childhood Family Education annual report along with their 10-year Long Term Facilities Maintenance application
- August 2025-Deadline for districts to update their student ADM's for 2025-2026 and 2026-27.

School District Levy Process cont.

- September 8, 2025-Deadline for MDE to certify levy limitations to school districts.
  - Levy limit reruns will continue from MDE until September 30
- September 30, 2025-Deadline for school boards to certify proposed property tax levies to home county auditors
- Between November 24 and December 30-Districts must hold Truth-in-Taxation (TNT) meetings and allow the public to speak

Certifying the "Max"

- School districts will certify the proposed levy in September with the verbiage of certify to the max
- Why do districts do this?
  - Great flexibility as MDE can make changes till September 30th
  - Levies can go down after September 30th but cannot be raised unless there is a general election
  - Board would need to meet and approve each time the number changes until September 30th

2025 Payable 2026 Preliminary Tax levy-ESTIMATE

LEVY COMPARISON	Pay 2026 Levy	Pay 2025 Levy	Dollar Change	% Change
General Fund	$7,866,760.28	$8,539,736.63	($672,976.35)	-7.88%
Community Service Fund	$348,637.13	$250,690.33	$97,946.80	39.07%
Debt Redemption Fund	$3,302,973.30	$2,634,254.55	$668,718.75	25.39%
LEVY CERTIFICATION	$11,518,370.71	$11,424,681.51	$93,689.20	0.82%

- What changed year over year?
  - Change in Long term facilities maintenance and move of that being funded by state aid and less by local taxpayers
  - Transfer of Operating Capital from General fund to Debt Redemption fund to help pay the LED lightening project
  - Increase in cost related to School Age Care and children at risk
  - Reallocation of state aid to LTFM from Debt fund to General fund

November Referendum Impact

- Current Preliminary levy does not include any increase if the referendum was to pass in November
- Levy can only increase after September 30, if a yes vote on the referendum
- Also, the notices received by the taxpayers will not reflect the tax impact

What happens today?

- Board will certify the preliminary tax levy to the maximum for greatest flexibility over the remainder of September
- District will submit results to Mower and Freeborn county auditors by October 1st and MDE by October 7th
- Between November 10-24th county auditors will prepare and deliver by mail a notice of proposed property taxes for each taxpayer
- Austin Public Schools will host their annual Truth-in-Taxation meeting on December 8, 2025

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DATE: September 22, 2025

TITLE: 2025-27 AFSCME Local 2566 Austin Food & Nutrition Service Contract Approval

TYPE: Action

PRESENTER: Sue Stark, Director of Human Resources

BACKGROUND:

Contract negotiations with AFSCME Local 2566 Austin Food & Nutrition Service began July 14, 2025 and concluded on August 27, 2025. Collaborative discussions focused on addressing staff needs, district priorities, and long-term sustainability, ultimately resulting in a mutually agreed-upon contract.

The following are highlights of the proposed 2025-27 contract:

1. Article 8: Clarify language regarding remote learning days
2. Article 9: District caps were added to health insurance and dental insurance option was added
3. Article 10: Clothing allowance and certifications reimbursement was increased
4. Article 10: Cell phone stipend was added for head cooks
5. Article 18: 403B contribution was increased and will follow a years of service chart
6. The two-year total package for this proposed agreement is $130,829.99. Using the Minnesota School Board Association's costing formula, the two-year percentage increase is 11.21%

Superintendent, Dr. Joey Page supports this recommendation.

RECOMMENDATION: It is my recommendation to approve the proposed 2025-27 collective bargaining agreement between AFSCME Local 2566 Austin Food & Nutrition Service *and* Independent School District No. 492

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Working Agreement Between

AFSCME Local 2566

Austin Food & Nutrition Service

and

Independent School District No. 492

July 1, 2025 - June 30, 2027

401 3rd Ave NW
Austin, Minnesota
Phone: 507-460-1900 Fax: 507-460-1920
www.austin.k12.mn.us

AUSTIN FOOD & NUTRITION SERVICE
WORKING AGREEMENT
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ARTICLE 1: RECOGNITION

A. This agreement, entered into between Independent School District No. 492, Austin, Minnesota, hereinafter referred to as the School District or Employer, and Local 2566 of the American Federation of State, County, and Municipal Employees (AFSCME), Minnesota Council 65, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A. The parties recognize AFSCME as the exclusive representative for the Austin Food & Nutrition Service Employees.

B. The Union is the exclusive bargaining agent for all Food & Nutrition Service employees who are employed more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and for more than sixty-seven (67) work days per year, excluding substitutes, student help, confidential, supervisory and all other employees.

C. The definition of a regular work week for Food & Nutrition Service employees shall be 30 hours per week for a period of time equal to the regular school year as established by the school board pursuant to Minnesota Statutes §120A.40.

D. The definition of substitute employee shall be one who is not regularly an employee, but who is employed for an occasional absence of regular employees. Substitutes shall be paid the regular substitute rate of pay.

E. The definition of temporary employee shall be one who is employed for a long term of absence of a regular employee. Such temporary employee shall be paid at the substitute rate of pay. Longer term absence shall be defined as one that is to last two (2) weeks or more than ten (10) consecutive working days in the same position.

F. This agreement is entered into between Independent School District No. 492 and their successor(s) and AFSCME Local 2566, Austin Food & Nutrition Service Employees.

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ARTICLE 2: MANAGEMENT RIGHTS

A. The District retains all rights to manage and direct the operations and the employees of Independent School District No. 492 to the full extent of its statutory authority except as modified by an expressed term of this agreement. These Management Rights retained by the District include, but are not necessarily limited to the following:

1. The management and control of all properties, facilities, equipment and materials of Independent School District No. 492.

2. The right to hire all employees, determine qualifications, procedures and conditions for employment and continued employment, assignment or reassignment of all employees.

3. The right to determine the work day and work standards for employees, as well as the right to introduce new and/or improved equipment, methods, procedures, and facilities.

B. The Union recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to: budget; utilization of technology; organizational and administrative structure; selection, direction and number of personnel; as well as all other areas of discretion and authority reserved to the District in order to carry out its primary obligation to be responsive to the educational needs of the students and community.

C. The exercise of these rights, duties and responsibilities by the District; the adoption of policy, rules and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and the laws which govern the District.

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ARTICLE 3: EMPLOYEE RIGHTS

A. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment without fear of punitive actions as a result of expression of views, so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

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 employees of such unit with the School District.

C. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments, beginning with the first pay period in September and ending with the last pay period in May. Dues deduction will be remitted to the Exclusive Representative at the end of each month.

D. Notifications: Within 20 calendar days from the date of hire of a bargaining unit employee, the Employer shall provide the following contact information to the Union in an Excel file format: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers; date of hire; and work email address and personal email address. The Employer shall notify the Union within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit Employee.

Every 120 calendar days the Employer shall provide the Union in an Excel file the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address.

The Employer shall allow the Union to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations. The Union shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable.

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ARTICLE 4: PROBATIONARY PERIOD

A. Probationary Period: An employee under the provisions of this agreement shall serve a probationary period of four (4) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

B. Probationary Period; Change of Position: In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of three (3) calendar months in any such new position. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign or return the employee to their former position if possible.

C. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

D. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in the agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service in a position governed by this agreement. In the event of ties in seniority, such ties shall be broken as follows and in the following order of priority:

(a) In case of ties in the number of years and months of seniority, the seniority shall be determined by the first date of work performed by the employee in continuous employment covered by this contract.

(b) If there are ties in the date that employees first performed work in continuous service for the employer, the last four digits of each employees social security number will be used. The employee with the lowest number will be the most senior employee.

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ARTICLE 5: POSTING OF VACANT POSITIONS

A. A temporary vacancy existing up to three (3) months may be filled at the discretion of the employer without posting of any notices.

B. When a permanent employee is granted a leave of absence, the temporary vacancy will be posted and filled according to Article V (C). The temporary vacancy is defined as one (1) calendar year following the date the vacancy occurs. If the temporary vacancy becomes permanent, the position will be posted.

Notice of vacancies in Food & Nutrition Service positions which are in excess of one (1) year and newly created positions shall be posted for five (5) working days on the district website. Any vacant position will be filled within five (5) working days from the end of the posting period. Positions will be filled by a member of the unit first. A Hiring Committee comprised of the Human Resource Director, Food Service Director, and 3 members and one alternate of the Food Service unit (to be determined by the unit) will participate in the interview process. The top 3 senior candidates will be interviewed for the position. The composition of the Hiring Committee will be for the duration of the working agreement. If a unit member posts on a job posting, is offered, and accepts the job, the unit member will have five (5) working days to decide if they want to keep the new posting or go back to their old posting.

Positions requiring an interview will be filled within ten (10) working days form the end of the posting period. Employees interested in making application for the posted position shall sign the posting in the Human Resources Department.

If, in the first thirty (30) days after a newly created position of Helper or Second Cook is posted and filled, the time for the position is improved by more than one (1) hour, the position will be re-posted.

C. Posting procedures include:

1. In the event that positions become available during the summer for the following school year, employees shall have a period of seven (7) working days to submit an application for the open position.

D. A copy of the posting shall be provided to the Chief Steward of the local at the same time it is posted. Jobs posted during the school year shall be posted within the kitchens in the district.

E. In the event a school is closed, and another school needs a substitute to fill a vacant position, the vacant position shall be filled by seniority from the closed school(s).

F. Employees posting for open positions will do so through the school districts online application system.

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ARTICLE 6: SENIORITY

A. Seniority shall be granted only to those employees who work an average of fourteen (14) hours or more per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per fiscal year, which runs from July 1 to June 30. In any one fiscal year, an employee shall accrue a maximum of one year's seniority for all services performed.

B. If an employee has assignments in different buildings, they will be considered the most senior only in the building in which they work the most hours for purposes of filling temporary vacancies.

C. Seniority shall not accrue during the probationary period, but seniority shall be credited retroactively for probationary time to the date of the employment upon successful completion of the probationary period.

D. No employee shall suffer a loss of their seniority while employed unless the employee resigns or is discharged for cause.

E. The seniority list will be posted in each location where Food & Nutrition Service employees are assigned, and in the Human Resources Department. The seniority list will be posted annually by November 1st. The seniority list will become final fifteen (15) calendar days after such list has been posted.

F. After three (3) emergency dock days are used, excessive use of dock days afterwards would be excused only if FMLA paperwork is filled out and guidelines are met except for hours worked. Seniority will be adjusted if absences are not excused, or paperwork not filed timely with the Human Resource Director.

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ARTICLE 7: LAYOFF AND RECALL

A. In the event it is determined by the School Board that it is necessary to reduce or lay off the work force, the administration will determine which position will be eliminated or reduced. Employees whose positions are eliminated or whose hours are reduced by more than 20%, the person in that position shall then bump the most junior person in her/his classification for which he/she is qualified, with the same or closest to, number of hours outside or inside her/his building. If there is no one in the same classification junior to the person holding the position to be eliminated, she/he shall bump the most junior person in the next lower classification. Food & Nutrition employees may not bump into a higher classification. If there is no junior person in the categories involved, the individual would be placed on recall.

If an employee has two assignments in different classifications, they will be considered the classification in which they work the most hours for purposes of bumping. If the number of hours is equal in two classifications, they will be considered the higher classification. Employees normally will be given a ten day (10 calendar days) written notice of layoff in advance of the effective layoff date. In cases of emergency less than a ten (10) day notice may be used.

B. Employees shall have the right to accept layoff in lieu of accepting a position through the procedure in Paragraph B.

C. No employee shall gain a right to promotion through the layoff or recall procedures.

D. In the event it is deemed necessary by the District to increase the work force, recall shall be on the basis of seniority, highest seniority from layoff being recalled first.

E. Laid off employees shall retain a right of seniority order for recall for a period of twelve (12) months commencing with the last day of work prior to layoff.

F. It is the employee's responsibility to have a current address on file with the Human Resources Department in order to be notified of recall to a position for which the individual is qualified.

G. Failure of an individual to return to employment upon recall and/or upon the expiration of the twelve (12) month recall period shall result in the individual's loss of the right to be recalled to employment.

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ARTICLE 8: SALARY AND WORK HOUR PROVISIONS

A. Food & Nutrition Service employees will be paid according to the hourly wage schedule and longevity attached in Appendix "A" and Appendix "B."

B. Employees shall be expected to work the same assignment as the previous school year unless otherwise notified five (5) working days prior to the beginning of the school year. The employer will post the employees work hours, including the number of hours per day and days per week, before the beginning of the school year in each school kitchen. Employees will be given a ten day (10 calendar days) notice of any permanent change in this schedule. In cases of emergency less than a ten (10) day notice may be used.

C. All work hours beyond forty (40) hours in one (1) week will be paid at the rate of time and one-half the employee's regular hourly rate. Monday shall be counted as the first day of the week. Work performed outside of the regularly scheduled work day or work week for special activities or special events as determined by the employer will be paid at the rate of time and one-half the employee's regular rate. A special event or special activity shall be defined as any event that requires the preparation and/or service of food or drink. If the special event is for a student function during the regular instructional hours of the day, but outside of the normal contract time, those hours will be paid at the regular rate of pay. Special events outside of the normal workday shall be offered to food service employees working in that building in seniority order first. If all unit members in the building, where the special event is being held - decline, then a request to work the special event shall be offered district-wide in seniority order. Should no one in the district accept, then it will revert back to the school where the special event is being held and the least senior qualified member will be assigned this event.

If extra time is needed for the preparation of the special event outside of the normal work day, notice must be given to the Special Events Coordinator or Director of Food and Nutrition Services for approval.

<u>Food Service Employee/s Duties:</u>

- All Food and Drink Preparation.
- All Serving of Food, Except as Defined Above.
- All Clean Up at the Special Event.

<u>Special Event Preparation:</u>

- Each School will prepare all of their own menu and ala carte dessert items.
- All special events that include baking and baking preparation (other than Title I Events), will be given to the head cook at AHS. All special events that include preparation other than baking will be given to the head cook at the event building site. For each special event, the Head Cook will assign the special event duties that can be accomplished during the normal workday.

- Special event staff assignments shall be finalized no later than two workdays prior

D. Sunday and holiday work will be paid at double the employee's regular hourly rate.

E. Each employee shall be provided with a paid twenty (20) minute duty-free lunch period if the employee's work period includes the regular lunch period, and the employee works a period of three (3) hours or more. Lunch period will be coordinated between the Employee and the Head Cook.

F. Employees shall be provided a paid, uninterrupted rest break of ten (10) minutes for a four (4) hour work period. Employees working a seven (7) hour or more a day work period shall have two (2) ten (10) minute rest breaks. Work periods of less than four (4) hours shall not include a rest break.

G. Employees who are asked to work extra hours for prior scheduled absences or prior scheduled events will be given up to three (3) days notice, if possible. Notice will be given as soon as possible to employees in case of emergency absences.

H. Employees interested in working extra temporary hours or special events will notify the Director of Food & Nutrition Services of the appropriate school year and have their name placed on a list for working. Employees will be given the opportunity to work from this list by seniority within each building, to the extent possible, for these events.

I. The normal work period will be consistent with the normal school year during which students are in attendance as established by the School Board. The employer is not required to give layoff notices to employees for those periods when students are not in attendance, nor shall the employees be considered to be laid off during said time.

J. If school is canceled due to an emergency school closing, employees will be paid for ½ of their regularly scheduled hours. Employees who have reported for work prior to a cancelation will coordinate their work for the day with the Director of Food Service. Employees will be paid for the time worked up to ½ of their regularly scheduled hours. Notification to the employees shall be sufficient if the local news media makes the announcement of emergency school closing by 7:30 a.m. of said day. Rescheduled days of student attendance shall be considered a scheduled work day.

If a day is declared a remote learning day, all employees will be compensated full wages and benefits for scheduled work hours for the duration of the remote learning period. During the remote learning period, school employees have the option to work from home to the extent practicable or at an assigned alternate location.
Staff who are working on site or remotely will engage in work related to the position and/or professional development through the District as agreed upon with the supervisor. Staff may choose to use a miscellaneous unpaid leave day or personal leave allocation.

K. In-service meetings scheduled by the District shall be compensated at the regular hourly rate of pay. Said compensation will be paid at a one (1) hour minimum or for actual length of in-service

meeting if greater than one (1) hour.

L. In the event an individual in the unit (who is not a substitute) is required to fill in for an individual in a higher paid position whether daily call-in or scheduled absence, the replacement will be paid the higher rate retroactive to the first day, for the hours required by that position and will remain in the higher paid position until that person returns to work.

M. Filling In Other Positions.

1. If an individual is required to fill in for another employee in a lower paid position, the replacement will be paid their regular rate of pay while filling in temporarily.
2. If an employee is called in to replace a vacant position and then is sent home after arriving to work, they will be paid 15 minutes for their travel time.
3. High School, Ellis and IJ Holton Head Cook.
   a. The Head Cook position shall be filled by the Second Cook of the kitchen of the absent Head Cook.
   b. If the Head Cook and Second Cook are both absent, requests to fill a Head Cook position shall be made by the Director first to the person with the most seniority based in that building.
   c. If both the Head Cook and Second Cook are both absent and if the Second Cook comes back from absence before the Head Cook does, the Second Cook will resume the duties and responsibilities of the Head Cook.
4. Any Elementary/Woodson head cook position will be filled by the employee working the highest number of hours at that site.

N. Filling a vacant position

1. All positions except for any Head Cook position shall be offered to employees based upon seniority in that building where the position is located. Should all qualified persons in the kitchen refuse, the vacancy will be filled by Districtwide seniority.
2. Once an employee accepts a temporary assignment, that person will not lose the assignment to someone more senior who previously turned down the assignment.
3. If the person filling the vacancy is absent one (1) day or more, they will return to the vacant position until such time that the employee has returned to work.
4. An employee who has accepts an assignment for someone who is absent for any length of time, that will be considered his or her regular assignment until the leave is completed and will return to his or her regular assignment upon completion of that absence. If that person, for some reason is absent on the start date, that person will start the assignment when they come back to work.
5. When an employee accepts a higher assignment and the hours overlap with his or her regular assignment, the employee will relinquish his or her regular assignment and perform all tasks and duties of the accepted higher assignment.

O. Employees will be paid by direct deposit.

P. Summer Program: All summer Food and Nutrition Service employees shall consult with the Director, Food & Nutrition Services and provide a mutually agreed upon schedule to Director, Food & Nutrition Services, Director of Human Resources and payroll. Unless there is an emergency situation, all schedule change notifications shall be made to the Director, Food &

Nutrition Services at a minimum of one (1) week prior to said change.

1. A summer position will be offered to employees working in the building where summer hours are available, based on seniority. If the employee(s) refuse the hours, the position filled by seniority.

Q. Incentive Policy: The Incentive Policy encourages unit members to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the District also at times provides training and education on the District's time and at the District's expense. These activities would not be eligible for incentive credit. The Incentive Program is described below:

1. Thirty (30) hours are required to receive the 10 cents increase to a maximum of 150 hours. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.
2. Incentive training must have been obtained after July 1, 2008, in order to qualify for incentive pay.
3. Incentive pay experience must be pre-approved by members of the incentive committee which shall be made up of three (3) members at large and the Director of Human Resources. Once properly documented and submitted to Human Resources the pay adjustment will be made. Adjustments will be made once each year – July 1. There are no time limits on putting the thirty (30) hours together.

R. Employees will not be transferred from a building that will either increase or decrease their regularly scheduled workdays for the school year that will cause financial harm or be a financial benefit to the employee.

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ARTICLE 9: INSURANCE

A. In order to be eligible for hospitalization/major medical insurance benefits described in this Article, employees must work six (6) hours or more per day to be considered full-time employees for this Article.

1. Health and Hospitalization Insurance: Effective July 1, 2025 and continuing through June 30, 2027 subject to the conditions described herein, the School District will furnish employees working six (6) hours or more per day with single health and hospitalization insurance coverage. The employee can select from the following plans:

Option #1

$250/$500 Deductible option. The $250/$500 deductible single plan option will have an employer premium contribution of $1,300 in 2025-2026 and $1,400 in 2026-2027

Option #2

High Deductible option with HSA. The high deductible single plan option will have an employer premium contribution of $1,230 in 2025-2026 and $1,363 in 2026-2027. The District will contribute 50% of the deductible annually to each qualified employee's HSA account in one annual installment in year one enrollment of the HSA plan and in quarterly installments thereafter.

2. Any excess premium will be paid by the employee through payroll deduction.

B. The employer will furnish all employees working four (4) hours or more income protection insurance provided generally for employees of the school district

C. The employer will furnish all employees term life insurance in the amount of $35,000 providing accidental death and dismemberment benefits. 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.

D. Less than full-time employees may purchase single or dependent health insurance coverage at the request of the employee. The level of coverage shall be comparable to that which is generally available to the employees of the school district. If the insurance coverage is not available, the employer has no responsibility for providing the insurance. The cost of purchasing such health insurance shall be paid by the employee through payroll deduction.

E. Food & Nutrition Service employees will have the option of participating in the school district flexible benefits program (flex plan).

F. Single Dental Insurance: The employer will furnish all full-time employees up to $21.89 per month for dental insurance providing for single coverage.
Family Dental Insurance: Family Dental shall be available to all full-time employees of this unit

effective January 1, 2026. The Employer will contribute up to $21.89 per month, for family coverage, eighty percent - twenty percent (80% - 20%) (based upon usual and customary fee of dentists) co-insurance, diagnostic, preventative and restorative benefits, including fifty percent (50%) (based upon usual and customary fee of dentist) benefits for prosthetics removable and fixed; orthodontia shall not be covered.

Deductible per coverage year $50.00/individual maximum amount payable per covered person per coverage year is $2,000.00. This insurance must be maintained as a selected group insurance. All employees will be required to be members of the group. Any additional premium cost will be paid by the employee by payroll deduction.

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ARTICLE 10: MISCELLANEOUS PROVISIONS

A. Clothing Allowance: The school district will provide a total of Three Hundred Dollars ($300) for work-related clothing each year for each employee, upon successful completion of the probationary period. The clothing allowance payment will be prorated for employees who do not complete a full year of employment. Payment of the clothing allowance will be made the 1st week of the school year and be paid in a separate check.

B. Food & Nutrition Service Certification:
   1. Employees who receive certifications for Serv-safe, Certified Manager or ASFSA shall be paid a one-time lump sum payment of One Hundred Twenty-Five and NO/Dollars ($125.00). Employees must submit proof of certification to the Human Resources Department.
   2. Employees who receive recertification for Serv-safe, Certified Manager, or ASFSA and continue to be a certified employee shall be paid a lump sum payment of Seventy Five Dollars ($75) for each recertification, and the cost of the license obtained from the State. Employees must submit proof of recertification to the Human Resources Department.
   3. The School District agrees to pay for the delivery of training for Serv-Safe certification and recertification for Food & Nutrition Service employees.

C. Mileage Allowance: Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such use according to the following:
   1. Employees working at more than one location shall receive mileage reimbursement for actual miles driven to their second work location. Mileage reimbursement shall be paid to the employee within 30 days.
   2. For mileage different from (1) above, employees will be reimbursed at the federal IRS mileage rate upon submission of a mileage reimbursement claim form within 30 days of the mileage occurring.

D. In-service Training: The Food & Nutrition Service Director shall form a committee made up of a representative from each school to determine an in-service training program for Food & Nutrition Service employees. The District will follow gov't regulations regarding in-service requirements.

E. Non In Service Training: All non-in service staff trainings shall be held after work on school days. In the event that a non-in service staff training needs to be scheduled on a non-school day, Employees required to attend shall receive one-half day's wages or for their total hours worked, whichever is greater.

F Cell Phone Stipend: The District agrees to pay a $50.00 per month for 10 months cell-phone stipend for all Head Cooks. No other position in the unit shall be eligible for the cell-phone stipend.

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ARTICLE 11: LEAVES OF ABSENCE

A. Sick Leave:

1. All bargaining unit employees shall earn 1.00 days of sick leave for each month of service during the school year.
2. During the summer, defined on the district calendar as beginning the first day after the last day of instruction, and ending the last day before the first day of instruction for the next academic year, employees working during this interval will be allocated sick leave days based on their average monthly hours worked divided by total work days.
3. Partial months shall be rounded to the nearest whole day. Employees will be afforded sick leave in relation (prorated) to their work day.
4. Unused sick leave days may be carried over from year to year and accumulated to a maximum of one hundred forty (140) days.
5. Sick and Safe Leave may be used at any time for absence caused by illness or physical disability of the employee; a member of the employee's household; or emergency medical, dental appointment, or treatment that is not of a routine nature and cannot be scheduled at a time other than during the school day or as specified and permitted by law. https://www.revisor.mn.gov/statutes/cite/181.9447.
6. An audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the employer may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the employer shall notify the employees in writing, indicating the expected correction. Should correction not be made, disciplinary action will be taken.

B. Leave for Death in the Immediate Family:
In the event of death in the immediate family (spouse, child, father, mother, step father, step mother, father- in-law, mother-in-law, sister, brother, step sibling, son-in-law, daughter-in-law, step-child, grandparents, or grandchildren of the employee), the employee may be allowed up to a maximum of five (5) days absence. In the event of death in the extended family (aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law) the employee may be allowed up to a maximum of two (3) days absence. The total yearly maximum shall not exceed fifteen (15) days. This right shall have no accumulation privileges. In extenuating circumstances, the Superintendent or his designee may grant leave in excess of five (5) days in the case of immediate family and in excess of two (2) days in the case of extended family. In extenuating circumstances, the Superintendent or his designee may grant leave with pay in excess of fifteen (15) days.

C. Jury Duty Leave: Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such period, and he/she shall reimburse the school district the amount of compensation he/she received as a juror or a 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. Employees who are released from jury duty prior to the end of a normal work day will report to work on being released from jury duty.

D. Child Care Leave: Employees will be granted a child care leave, actual dates of leave to be determined by doctor's statement; however, upon receipt of a doctor's certificate prior to the end of such leave stating that because of complications resulting from such pregnancy the employee is unable to return to work, then the employee's leave may be extended as required by the doctor.

Employees may use accrued sick leave during the period of their child care leave when they are unable to work as verified by a doctor's statement.

Employees may return to work as soon as they are able as verified by a statement from their doctor. Employees must notify the district in writing if changes occur in their approved dates.

E. Leave of Absence Without Pay: An employee may apply for a leave of absence without pay for up to one (1) year. The approval or denial of such leave shall be at the discretion of the employer. Other employment may not be taken during the leave.

An employee on an approved leave of absence shall retain the seniority which had previously been accrued. Upon return from an unpaid leave of absence of one (1) year or less, the employee shall return to the same position held prior to going on leave.

Employees on leave must submit by April 1 a written request to return from a leave for the following September or ninety (90) calendar days prior to the end of the approved leave. Any employee who does not submit a written request shall be considered terminated, and the employer shall have no obligation to said employee. Employees must notify the district in writing if changes occur in their approved dates.

F. Union Business: Up to four employees, inclusive of any member of the Board of Directors, who are elected as delegates to represent the Union at international, state or district conventions and which require an absence from duty may be granted the necessary time off to attend such conventions without pay and without discrimination and without loss of seniority rights or any other rights granted by the employer, provided such absence does not interfere with the services of the employee's departments as determined by the employer.

G. Personal Leave:

1. Three (3) days of leave with pay may be used for personal leave. Requests for utilization of a personal leave day shall be made electronically through the school district to the immediate supervisor, no later than three (3) days prior to the requested leave, except in cases of extreme emergency. Such request shall be subject to the approval in advance by the Superintendent or his designee. Failure to submit the request for personal leave the required three (3) days in advance will result in denial of the personal leave day. Up to three (3) Food & Nutrition Service employees will be allowed personal leave on any given day.

Personal leave will not be granted during the first five days of the school year or the last five days of the school year unless there are extenuating circumstances and the Sup't or their designee approves the time off.

2. Additional personal leave or additional employees may be granted personal leave for personal exceptional situations at the discretion of the Food & Nutrition Service Director. Under no circumstances shall the School District's decision to grant personal leave in excess of the maximum numbers listed above, to grant personal leave in excess of three (3) Food & Nutrition Service employees, be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.

3. Employees will be allowed three (3) days of absence without pay each school year for personal emergency leave. For purposes of this Article, Personal Emergency Leave shall be determined by the Director of Food and Nutrition Services and Director of Human Resources. Personal Emergency Leave days will result in all wages and benefits being deducted from the employee's pay for each day taken. Personal Emergency Leave days will not be carried over from one school year to the next. Absence due to inclement weather, if food and nutrition service employees are expected to be on duty and personal leave is not available the food and nutrition service employee may be assessed a Personal Emergency Leave Day. Additional personal emergency leave may be granted to cover personal exceptional situations at the discretion of the Director of Food and Nutrition Services and Director of Human Resources. Under no circumstances shall the School District's decision to grant Personal Emergency Leave in excess of the maximum numbers listed above be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.

4. Employer will grant employee up to a total of sixteen (16) hours during any school year to attend school-related functions related to employee's child, per provisions of applicable law. Only paid personal leave or non-compensable leave may be used for this purpose.

5. In a given school year, Food Service employees may carry over up to two (2) personal leave days. Personal leave days remaining in excess of two (2) at the end of the school year will automatically be paid out at the then current employees daily rate of pay on the last payroll in June. Food Service employees have the option to request payout of any remaining unused personal leave days. To receive this payout of personal leave days, employees must submit a form to payroll by May 1 of the calendar year. Total personal leave days used per year may not exceed five (5).

H. Food & Nutrition Service employees shall be granted Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day as paid holidays. Juneteenth shall be paid to any food service employee that works the day before and after the Juneteenth holiday. Holiday pay shall be in relation to the normal hours worked by each employee per day.

I. Perfect Attendance: The School District shall award one personal day to any Food & Nutrition Service employee who has achieved one school year of perfect attendance with no tardies. Perfect attendance is defined as having completed one school year of continuous days of perfect

attendance. This means the employee must not have been laid off, taken regular sick leave, taken an unpaid leave, tardy or had an injury on the job (of more than 2 days) during that school year.

The personal day must be used during the next school year in which it was awarded. If the personal day is not used within that year, it will not accrue or carry over.

If a Food & Nutrition Service employee qualifies for leave under FMLA/MPL leave, such leave will not disqualify an employee from achieving perfect attendance.

Terminated employees or employee who resign are not eligible to use or receive compensation for a personal leave day award based on perfect attendance. An employee who has been awarded a personal day based on perfect attendance and is subsequently placed on layoff the following school year, shall be compensated at their daily rate of pay for the personal day awarded.

At the end of each school year, the Department of Human Resources will run a computer program which will run a query in the appropriate payroll database against a list of disqualifying reason codes. If no disqualifying codes appear for an employee during the school year, a perfect attendance letter will be generated and sent to the employee and payroll indicating an additional personal leave day will be added to the employee's bank for the following school year.

J. Medical Leave:

1. An employee who has completed his/her probationary period who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available may, upon request, be granted a medical leave of absence without pay up to six (6) months. At the end of six (6) months, an employee may request an extension of the unpaid medical leave and may be granted additional unpaid medical leave of up to six (6) months at the discretion of the employer.
2. A request for leave on unpaid leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is able to assume his/her normal work responsibilities.
3. An employee on an approved, unpaid medical leave of absence shall retain seniority which had previously been accrued. Seniority will be frozen at time of going on leave.
4. Upon return from an unpaid leave of absence of one (1) year or less, the employee shall return to the same position held prior to going on leave.
5. 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.
6. Vacant positions due to medical leave of absence shall be filled following the process outlined in Article V, Posting of Vacant Positions.

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ARTICLE 12: DISCIPLINE AND DISCHARGE

A. All discipline and discharge shall be made only for just cause. All disciplines and discharge shall be subject to grievance procedure (except as specified in Article IV, Probationary Period).

B. Employees shall be given a written copy of any discipline along with an explanation as to what corrective action is to be taken by the employee.

C. Each employee shall have only one personnel file and no written allegation or record of disciplinary action may be used as a basis for further disciplinary action unless it has been made a part of the employee's personnel file.

D. If a Supervisor meets with an employee to discuss a possible verbal reprimand, written reprimand, suspension or discharge, the employee shall be entitled to have a Field Representative present. The meeting shall occur within three (3) working days after the School District's request for such meeting.

E. Performance Evaluations: The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal summative evaluation of work performed shall be formulated February of each year for all unit employees. Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. A copy of said evaluation shall be forwarded to the Superintendent's Designee for placement in the Employee's personnel file.

F. Personnel Files: All evaluations and files generated within the school district relating to each individual employee covered by this Agreement shall be available to that employee upon written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file, written information in response to any material contained herein. The District may destroy the files as provided by law. The District shall expunge any material from the file that is found to be false or substantially inaccurate through the grievance procedures of this Agreement.

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ARTICLE 13: GRIEVANCE PROCEDURE

Definitions:

A. Grievance: A "grievance" shall mean a dispute or disagreement between the interpretation or application of a term or terms of any contract required under P.E.L.R.A.

B. Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

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

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

E. Small Group of Employees: "Small group of employees" means a group of employees consisting of five (5) or less.

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

Step I.

Whenever any employee or small group of employees have a grievance, he/she or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s) through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his/her answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he/she so chooses, may select a designee to represent him/her.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance, and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his/her answer upon the exclusive representative, or in the

appropriate case, employee(s) or their designee.

Step II.

The employer's representative shall meet with the exclusive representative, or in the appropriate case, employee(s) or their designee, within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, or in the appropriate case, employee(s) or their designee, if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute and the relief requested.

Step III.

Grievance Mediations: In the event that a grievant(s) and the School District are unable to resolve any grievance, the parties will agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.
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.
Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.
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.
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.
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.

Step IV.

The employer, its chief administrator or its special representative shall meet with the designated official of the exclusive representative, or in the appropriate case, employee(s) or their designee, within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request

arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

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

Step V.

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

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

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under or municipal charters or ordinances or resolutions enacted pursuant thereto or which causes penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

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

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

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ARTICLE 14: WORKER'S COMPENSATION

A. When an employee is unable to work because of a compensable injury covered by Workers' Compensation, the employee may elect not to receive the difference between the employee's Workers' Compensation check and the employee's regular check until the accumulated sick leave is exhausted.

B. The employee/designee must make the election in using sick days in writing on a form provided by the employer within five (5) days of the compensable injury. If no election is made, the employee shall receive the difference between the employee's Workers' Compensation check and the employee's regular check until the accumulated sick leave is exhausted.

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ARTICLE 15: PUBLIC OBLIGATION

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.

The exclusive representative agrees, therefore, that during the term of this contract neither exclusive representative nor any individual employee shall engage in any strike as defined by P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. State law supersedes any portion of this Article.

The parties agree not to commit any unfair labor practices as described in P.E.L.R.A.

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ARTICLE 16: PUBLICATION

Copies of the contract shall be printed at the expense of the school district within sixty (60) days after the contract is signed. The school district shall provide enough copies for distribution to each kitchen in the district.

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ARTICLE 17: RETIREMENT

A. Any Food & Nutrition Service employees hired after July 1, 2002 will not receive health insurance coverage upon retirement from the district.

B. Employees who have attained a minimum of ten (10) years of service in the district and reached the age of fifty-eight (58) may retire and be provided hospitalization/major medical insurance if eligible for medical insurance per Article IX.

1. Single hospital and major medical coverage equal to that in effect at the time until the month in which the retiree reaches the age of sixty-five (65). As the monthly co-pay contribution and District HSA deductible contribution for active employee changes, it will do so in accordance for retirees.
2. Dependent coverage within the group will be made available to the retiree at the retired employee's expense. Reimbursement to the district for dependent coverage must be paid in advance.

C. An employee who is employed less than six (6) hours or more per day [per eligibility listed in Article IX] retiring prior to age sixty-five (65) but over age fifty-eight (58) shall have the option to purchase single or single and dependent hospital and major medical coverage equal to that in effect at the time until the month in which the retiree reaches the age of sixty-five (65). Reimbursement to the district for coverage must be paid in advance.

D. This provision shall be available only to those employees who have at least fifteen (15) years of continuous employment in the food service organization with employer (including the year in which such notice of resignation is submitted) immediately preceding the year of retirement. (Continuous employment shall mean employment with no break in service due to resignation or termination.) This provision shall not apply to employees who have been on a long-term leave of absence without pay for more than one (1) year at the time of retirement, but shall apply to employees on long term disability or unrequested leave at the time of retirement.

a. Employees retiring under the guidelines set forth in this Article shall be entitled to a portion of their accumulated sick leave based upon the following formula - current rate of pay per hour X Hours worked X 80 days X .67 upon retirement. This benefit will be paid into the Minnesota Post-Retirement Healthcare Savings Plan or HSA if they have a qualifying account. The employee must submit his/her written intent to retire to the Human Resources Department by June 30th of the school year preceding their retirement date and this benefit will be based on seniority.

1. The district will pay a maximum of $12,000 per year for the entire unit for this benefit.
2. The amount of severance pay, to a maximum of $10,000 each year, to which an employee would be entitled to at the time of the employee's effective date of resignation from the School District shall be reduced by the total amount of the School District's contributions toward a 403(b)-tax deferred matching contribution plan for that individual employee.

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ARTICLE 18: TAX DEFERRED MATCHING CONTRIBUTIONS PLAN 403(b)

A. **Eligibility**: A Food & Nutrition Service employee in District No. 492 shall be eligible to receive a District matching contribution to a state-approved 403(b) tax deferred matching annuity, selected by the District, as described in M.S. §356.24, as amended, provided that:

1. The Food & Nutrition Service employee has at least four (4) consecutive years of Food & Nutrition Service experience in District No. 492.
2. The Food & Nutrition Service employee is full-time or part-time with an assignment of at least 0.5 FTEs. The District's annual maximum matching contribution for a part-time Food & Nutrition Service employee shall be prorated based on the part-time Food & Nutrition Service employee's FTEs. For example, 5th year, Food & Nutrition Service employee working 3 hours per day would be eligible to receive one-half (50%) of the District's matching contribution, as provided under Section B of this Article.
2. The Food & Nutrition Service employee voluntarily elects and authorizes 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 September 1 of the same year.
4. The Food & Nutrition Service employee notifies the District in writing by August 30, of his or her election under 3 above, and the amount of his or her elected salary reduction contribution.
5. The Food & Nutrition Service employee notifies the District in writing within fifteen (15) days of any change to his or her participation in a 403(b)-tax deferred annuity under 4 above; including but not limited to a change in the amount of his or her elected salary reduction contribution.
6. The District is entitled to rely upon the information contained in the employee's most recent notification received by the District.

B. **Amount of District Contribution**: Food & Nutrition Service employees, after their fourth (4th) consecutive year of Food & Nutrition Service experience in District No. 492 shall be eligible to receive an annual maximum District matching contribution. The portion of the applicable annual maximum District matching contribution to which a particular Food & Nutrition Service employee is entitled shall be determined on a dollar for dollar basis. For every dollar of elected salary reduction contribution for a year made by the Food & Nutrition Service employee under Section A above, the Food & Nutrition Service employee shall receive one dollar of District matching contribution up to the applicable maximum District contribution below in the 2025-2027 school years. The matching contribution shall be 100% non-forfeitable at all times.

Years of Service	District Matching Contribution
Years 5 – 8	$400
Years 9 – 15	$600
Years 16+	$800

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ARTICLE 19: DURATION

1) Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2025, through June 30, 2027, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement commencing at is expiration, it shall give written notice of such intent as pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

2) Effect: This Agreement constitutes the full and complete Agreement between the school district and their successor(s) and the exclusive representative representing the employees. 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. Nothing in this Agreement shall be construed to obligate the school district from exercising all management rights and prerogatives except insofar as this exercise would be in express violation of any term or terms of this Agreement.

3) Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement.

4) Severability: The provisions of this Agreement shall be severable; and, if any provisions thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

5) Reopening of the Contract as a result of Health Care Compliance: The parties agree to reopen negotiations for the sole purpose of negotiating necessary changes to put the School District in compliance with the Health Care Reform Act. Only areas requiring modifications for compliance purposes will be open for negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2025.

AFSCME Council 65
3335 West St. Germain St.
Suite 107
St. Cloud, Minnesota, 56301

_____
Labor Representative

_____
Unit Negotiator

_____
Unit Negotiator

Austin Public Schools
Independent School District No. 492
401 Third Avenue NW
Austin, Minnesota 55912

_____
School Board Chair

_____
School Board Clerk

_____
Lead Negotiator for School Board

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APPENDIX A: HOURLY WAGE SCHEDULE A

A. Wages for the 2025-2026 school year:

	2025-2026			
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Head Cook	$22.62	$23.31	$24.03	$24.77
HS 2nd Cook	$20.69	$21.33	$21.99	$22.67
Ellis/IJ Holton 2nd Cook	$20.08	$20.69	$21.34	$22.01
Helper	$19.47	$20.08	$20.69	$21.33

B. Wages for the 2026-2027 school year:

	2026-2027			
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Head Cook	$23.19	$23.89	$24.63	$25.39
HS 2nd Cook	$21.21	$21.87	$22.54	$23.24
Ellis/IJ Holton 2nd Cook	$20.58	$21.21	$21.88	$22.56
Helper	$19.96	$20.58	$21.21	$21.87

Step 2 is applicable at employment anniversary date, at end of first year.
Step 3 is applicable at employment anniversary date, at the end of the second year.
Step 4 is applicable at employment anniversary date, at the end of the third year.

This salary schedule continues the implementation of pay equity (Comparable Worth).

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APPENDIX B: LONGEVITY

B. Longevity:

1. Effective July 1, 2025, longevity payments applicable on employee employment anniversary date shall be paid in one lump sum payment the first payroll in December, as follows:

   Employees who have completed five (5) years of service will receive an annual salary adjustment of $700.

   Employees who have completed ten (10) years of service will receive an annual salary adjustment of $800.

   Employees who have completed fifteen (15) years of service will receive an annual salary adjustment of $900.

   Employees who have completed twenty (20) years of service will receive an annual salary adjustment of $1000.

2. Effective July 1, 2024, longevity payments applicable on employee employment anniversary date shall be paid in one lump sum payment the first payroll in December, as follows:

   Employees who have completed five (5) years of service will receive an annual salary adjustment of $700.

   Employees who have completed ten (10) years of service will receive an annual salary adjustment of $800.

   Employees who have completed fifteen (15) years of service will receive an annual salary adjustment of $900.

   Employees who have completed twenty (20) years of service will receive an annual salary adjustment of $1000.

Longevity will be prorated if employee resigns or retires. Longevity will be calculated on actual years of service only.

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AUSTIN PUBLIC SCHOOLS
INSPIRE • EMPOWER • ACCELERATE

DATE: September 22, 2025

TITLE: **Fundraising Approval List**

TYPE: Action

PRESENTER: Todd Lechtenberg, Executive Director of Finance & Operations

Background:
Per our school board policy 511, all fundraising activities must be approved, in advance, by the administration and the administration shall report to the school board, at least annually, on the nature and scope of the student fundraising activities.

Rationale:
To meet the requirements of school board policy 511, administration has set three school board meetings to present the fundraising activities that have been approved by administration for this upcoming school year. The administration will be presenting at the September, November and February board meetings.

Recommendation:
It is recommended that the School Board approve the fundraising activities that are attached as they meet the scope and nature of school board policy 511.

Austin Public Schools

List of Fundraising Activities

School Year 2025-2026

Dept/Building	Group	Type of Fundraising	Proceeds will be used for	Timeframe
Athletics	ADAPTED BOWLING	Family Bowling NIght	Team supplies	Jan '26
Athletics	ADAPTED BOWLING	Taco Johns	Team supplies	Feb '26
Athletics	ADAPTED BOWLING	GPP Tshirt sales	Team supplies	Feb '26
Athletics	CHEER	Car Wash	Team supplies	Aug '25
Athletics	CHEER	Perkins Dine & Donate	Team supplies	Sept '25
Athletics	BOYS GOLF	Taco Johns	Team supplies	Jan '26
Athletics	GIRLS GOLF	Putt for Dough	Team supplies	Apr '26
Athletics	GYMNASTICS	Car Wash	Team supplies	July '26
Athletics	BOYS SWIM AND DIVE	Team Invite Fees	Team supplies	Jan '26
Athletics	GIRLS SWIM AND DIVE	Car Wash	Team supplies	July '26
Athletics	TRACK & FIELD (B&G)	Team Invite Sales	Team supplies	Apr '26
Athletics	BOYS VOLLEYBALL	Community Open Vball	Team supplies	Jan '26
Athletics	VOLLEYBALL	Taco Johns	Team supplies	TBD
Athletics	VOLLEYBALL	Qdoba	Team supplies	TBD
Activities	NHS	Teacher Supply Drive	AHS Teachers	May '26
Activities	STAND	Pizza Ranch	Club Supplies	Feb '26
Activities	STAND	Concessions @ Culture Week Vball Game	Club Supplies	May '26
Activities	BAND	Wreath & Holiday Sales	Supplies, Food, Travel	Oct '25
Activities	NHS	Pet Supply Drive	Donation to Humane Society	Oct '25
Activities	NHS	Trick or Treat for Can	Donations to Packer Pantry	Oct '25
Activities	BAND	Fruit Sales	Supplies, Food, Travel	Nov '25
Activities	BAND	TBD	Band Spring Break Trip	Dec '25
Activities	BAND	Jazz Band Dinner & Performance	Supplies, Food	Jan '26
Athletics	BOYS TRACK & FIELD	GPP clothing sales	Team supplies	March '26
Activities	BAND	Car Wash	Marching Band Supplies	June '26
Athletics	TRACK & FIELD (B&G)	Selling Concessions at home invites	Team supplies	April '26
Athletics	SOFTBALL	Coupon Cards	Team supplies	March '26

Athletics	DANCE	Taco Johns	Uniforms	TBD
Athletics	TENNIS (B&G)	Pizza Ranch	Team supplies	TBD
Athletics	BOYS SWIM AND DIVE	Team Invite Ticket Sales	Team supplies	Jan '26

RESOLUTION APPOINTING ELECTION JUDGES AND ABSENTEE BALLOT BOARD MEMBERS

CERTIFICATION OF MINUTES RELATING TO SPECIAL ELECTION

Issuer: Independent School District No. 492 (Austin), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A special meeting held on September 22, 2025 at 4:00 pm in the District Office Conference Room at Austin High School, 401 3rd Avenue NW, Austin, MN

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO APPOINTING ELECTION JUDGES AND ABSENTEE BALLOT BOARD MEMBERS FOR THE NOVEMBER 4, 2025 SCHOOL DISTRICT SPECIAL ELECTION

I, the undersigned, being the duly qualified and acting recording officer of the public corporation referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on September 22, 2025.

_____

School District Clerk

Member _____introduced the following resolution and moved its adoption, which motion was seconded by Member _____.

RESOLUTION RELATING TO APPOINTING ELECTION JUDGES AND ABSENTEE BALLOT BOARD MEMBERS FOR THE NOVEMBER 4, 2025 SCHOOL DISTRICT SPECIAL ELECTION.

BE IT RESOLVED by the School Board (The Board) of Independent School District No. 492 (Austin Public Schools), Minnesota (the School District) as follows:

It is hereby found, determined and declared as follows:

1. The following individuals, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the School District's special election on November 4, 2025 to act as such as the polling places listed below:

Austin City Hall; Council Chambers 500 4th Ave NE	Tom Dankert – Head Election Judge Bob Silbaugh – Head Election Judge Holly Wallace Jean Marie Hastings Amy Christian Kelsey Ritchie Kim Schoreder Terri Simonson Barb Kime Julie Tufte
Austin High School; Hastings Gym 301 3rd St NW	Bruce Richardson – Head Election Judge Stacy Rowbal – Head Election Judge Isabella Krueger Sherry Weaver Rodney Friedrich Ruth Lumley Dave Needham Gordy Kuehne Bonnie Gordon Loralee Bauer Ann Bundy
Banfield Elementary 301 17th St SW	Mary Hyland – Head Election Judge Eileen Chao – Head Election Judge Barb Chromy Dave Huinker Greg Thorsheim Gwen Mortensen

	Katie Stromlund Marsha Kuehne Tom Dunlap Elaine Delhanty
Ellis Middle School 1700 4th Ave SE	Kathy Larson – Head Election Judge Bob Rowbal – Head Election Judge Daphne Wagner Patrick Lange Michael Villafane Jo Thorson Bob Wangsness Sherrie Bawek Cheryl Brady Karen Mattson
Southgate Elementary 1609 19th Ave SW	Jeff Weaver – Head Election Judge Linda Huinker – Head Election Judge Christine Henricks Colleen Brunton Martha Kaderabek Jeff Ollman Rick Bremner Ronald Vogel Miriam Luehmann Becky Drong
Mower County Senior Center 400 3rd Ave NE	Taggert Medgaarden – Head Election Judge Sheri Dankert – Head Election Judge Nitaya Jandragholica Shelley Vogel Bridget Juenger Jane Mohn Michael Biedermann Janice Tamke Julia Everson Cheryl Flanders

2. The election judges shall act as clerks of election, count the ballots cast and submit the results to the Board for canvass in the manner provided for other school district elections.

3. The following individuals, each of whom is qualified to serve as an election judge, are hereby appointed as absentee ballot board members for the School District's special election on November 4, 2025, to act as such at the absentee voting location listed below:

Amy Christian
Rhonda Gabrielson
Mary Hyland
Frank Krahn
Gwendolyn Mortenson
Shelley Vogel

Deputy Auditor-Treasurer staff:
Jacqueline Ruhter
Alicia Goskesen
Trisha Schoeneck
Kari Swigerd
Kim Glover

Mower County Auditor-Treasurer Office
201 1st Street NE, Suite 7
Austin, MN 55912

4. The following individuals, each of whom is qualified to serve as an election judge, are hereby designated to deliver absentee ballots to hospital patients and residents of health care facilities in accordance with Minnesota Statutes, Section 203B.11, subdivision 1 for the School District's special election on November 4, 2025:

Amy Christian
Rhonda Gabrielson
Mary Hyland
Frank Krahn
Gwendolyn Mortenson
Shelley Vogel

Deputy Auditor-Treasurer staff:
Jacqueline Ruhter
Alicia Goskesen
Trisha Schoeneck
Kari Swigerd
Kim Glover

5. In the event of a vacancy or emergency, the election clerk may make substitutions as necessary in accordance with Minnesota Statutes, Section 204B.23.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

SCHOOL DISTRICT ADMINISTRATION 301

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.

B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.

C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.

D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.

E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)
Cross References: None

Policy Adopted: 2/14/05
Policy Reviewed: 09/13/10
Policy Revised: 10/14/13
Policy Reviewed: 2/9/15
Policy Reviewed: 9/11/17
Policy Reviewed: 3/9/20
Policy Updated: 03/27/23

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.

B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.

C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.

D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References:

- Minn. Stat. § 123B.143 (Superintendent)

Policy Adopted: 2/14/05
Policy Reviewed: 09/13/10
Policy Revised: 10/14/13
Policy Reviewed: 2/9/15
Policy Reviewed: 9/11/17
Policy Reviewed: 3/9/20

SUPERINTENDENT SELECTION 303

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.

B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.

B. The school board may contract for assistance in the search for a superintendent.

C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Policy Adopted: 2/14/05
Policy Reviewed: 9/13/10
Policy Reviewed: 8/12/13
Policy Reviewed: 2/9/15
Policy Updated: 9/11/17
Policy Updated: 3/9/20

SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION 304

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify ~~all~~ conditions of employment with the superintendent.

B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent. The school board shall annually evaluate the performance of the superintendent and in the Superintendent's last contract year, allow for a contract extension ratification timeline. The process for the annual evaluation of the superintendent will be set forth by the school board chairperson in consultation with the superintendent. The process shall be reviewed by the school board prior to the evaluation of the superintendent.

Legal References:

- Minn. Stat. § 123B.143 (Superintendent)

Policy Adopted: 09/27/05
Policy Revised: 04/11/11
Policy Reviewed: 8/12/13
Policy Revised: 05/11/15
Policy Reviewed: 3/9/20
Policy Revised: 10/11/21

POLICY IMPLEMENTATION 305

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

A. It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school board policies. These procedures, guidelines and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.

B. In the event of a change, employee and student handbooks shall be subject to review and approval by the school board.

C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the school board.

Legal References:

- Minn. Stat. § 123B.143 (Superintendent)

Policy Adopted: 2/14/05
Policy Reviewed: 09/13/10
Policy Reviewed: 8/12/13
Policy Reviewed: 3/9/20
Policy Revised: 11/14/22

ADMINISTRATOR CODE OF ETHICS 306

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.

2. Fulfills professional responsibilities with honesty and integrity.

3. Supports the principle of due process and protects the civil and human rights of all individuals.

4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.

5. Implements the school board's policies.

6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.

8. Accepts academic degrees or professional certification only from duly accredited institutions.

9. Maintains the standards and seeks to improve the effectiveness of the

profession through research and continuing professional development.

10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.

11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References:

- Minn. Stat. § 122A.14, Subd. 4 (Code of Ethics)
- Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Policy Adopted: 12/13/04
Policy Reviewed: 09/13/10
Policy Reviewed: 8/12/13
Policy Reviewed: 2/9/15
Policy Reviewed: 3/9/20

SCHOOL DISTRICT CONTINUOUS IMPROVEMENT 105

I. PURPOSE

The purpose of this policy is to ensure the principles and practices of continuous improvement are implemented throughout the District, including at school, classroom and District-wide department levels.

II. GENERAL STATEMENT OF POLICY

Implementation of the principles and practices of continuous improvement will maintain a focus on the needs of students and stakeholders and examine key student and stakeholder requirements to define the strategic direction of the District. Guided by this philosophy, District leadership will use data from variety of sources including satisfaction data to develop aims, goals, measures and results.

The District will use performance criteria such as the *Malcolm Baldrige Education Criteria for Performance Excellence* to monitor the continuous improvement efforts of each student, classroom, and District-wide departments. All sites/departments will submit an annual improvement plan which will include data gathered from a yearly self-assessment.

III. DEFINITIONS

Malcolm Baldrige Education Criteria for Performance Improvement – This criterion provides a valuable framework for performance excellence and can help assess and measure performance on a wide range of key institutional performance indicators. The self-assessment identifies strengths and opportunities for improvement in each of the seven criteria areas.

Policy Adopted: 04/11/11
Policy Reviewed: 5/13/13
Policy Reviewed: 11/10/14
Policy Reviewed: 3/13/17
Policy Updated: 12/9/19

Thinking of Running for School Board? (https://mnmsba.org/membership/running-for-school-board/)



Building a High-Performance School Board Team: Phase III

Building a High-Performance School Board Team: Phase III focuses on the stages of board development, characteristics of a high-performing school board team, navigating board dynamics, small-group interactions with school board video scenarios, and an overview of the MSBA School Board Self-Evaluation tool.

- Empower your school board with the tools and strategies to foster collaboration, enhance leadership, and drive student success.
- Join us to gain tools and strategies that will enhance collaboration and leadership effectiveness in your district
- Effective leadership starts with a strong board. Learn how to maximize yours!

Note: The sessions in the MSBA Learning to Lead Workshop Series (Phase I, Phase II, Phase III, and Phase IV) can be taken in any order.

Registration Information

Virtual Workshop:

- Part A: 6 p.m. to 9 p.m. Wednesday, October 15, 2025
- Part B: 6 p.m. to 9 p.m. Wednesday, October 22, 2025

Note: You are required to attend both Part A and Part B to receive full attendance credit!

Registration deadline: Advance registration closes October 5, 2025. Registration completed after October 5 will be considered late/walk-in and you may not receive materials prior to the workshop.

Workshop fees: $210 for advance registration ($230 for late/walk-in registration)

All registrations should be coordinated through the district office. Direct registration-related questions to Jen Ebert at registration@mnmsba.org (mailto:registration@mnmsba.org).

Registration webpage: Click here to access the MSBA Event Registration webpage (https://mnmsba.org/envise/?target=https://mnmsba.enviseams.com/wordpress-redirect/?target=/events/upcoming-events).

Future Workshop Schedule

Check back for registration announcements.

In-person session during Leadership Conference week in Minneapolis

- 9 a.m. to 4 p.m. Wednesday, January 14, 2026

Two-part virtual session in April 2026:

- Part A: 6 p.m. to 9 p.m. Wednesday, April 8, 2026
- Part A: 9 a.m. to noon Friday, April 10, 2026
- Part B: 6 p.m. to 9 p.m. Wednesday, April 15, 2026
- Part B: 9 a.m. to noon Friday, April 17, 2026

Thinking of Running for School Board? (https://mnmsba.org/membership/running-for-school-board/)



Representing Your Community Through Policy and Engagement: Phase IV

Representing Your Community Through Policy and Engagement: Phase IV focuses on in-depth discussions and examples of a board member's role as a policymaker and interactive small-group sessions that walk through an actual community engagement activity. This workshop will also have a segment on working with the media and public forums.

- How can you respond and be effective if you are on social media?
- Learn how your policies help you be a high-functioning board member.
- Use effective community engagement to get input on complex issues – virtually or in-person.
- Get tips on communicating with the media.
- Take a deep dive into how your policies can show you how your board works.

Testimonials from MSBA members who have attend the Phase IV workshop:

- "I never knew policy could be so interesting."
- "This was the best workshop yet. I took so much away."

Note: The sessions in the MSBA Learning to Lead Workshop Series (Phase I, Phase II, Phase III, and Phase IV) can be taken in any order. This session closes the Learning to Lead Workshop series and can qualify you for our Leadership Development Certificate.

Registrants must attend both Part A and Part B (of the virtual option) to receive full attendance credit.

Registration Information

Virtual session:

- Part A: 6 p.m. to 9 p.m. Wednesday, November 12, 2025
- Part B: 6 p.m. to 9 p.m. Wednesday, November 19, 2025

Note: You are required to attend both Part A and Part B to receive full attendance credit!

Registration deadline: Advance registration closes October 5, 2025. Registration completed after October 5 will be considered late/walk-in and you may not receive materials prior to the workshop.

Workshop fees: $210 for advance registration ($230 for late/walk-in registration)

All registrations should be coordinated through the district office. Direct registration-related questions to Jen Ebert at registration@mnmsba.org (mailto:registration@mnmsba.org).

Registration webpage: Click here to access the MSBA Event Registration webpage (https://mnmsba.org/envise/?target=https://mnmsba.enviseams.com/wordpress-redirect/?target=/events/upcoming-events).

Future Workshop Schedule

Check back for registration announcements.