



Agreement Between
Austin Education Association
and
Independent School District No. 492
July 1, 2023 - June 30, 2025

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ARTICLE 1- AGREEMENT

- A. This Agreement is entered into between Independent School District No. 492, Austin, Minnesota, hereinafter referred to as the School District, and the Austin Education Association, Austin, Minnesota, hereinafter referred to as the AEA, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as PELRA.

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ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATION

- A. In accordance with PELRA, the School District recognizes the AEA as the Exclusive Representative for teachers in the Appropriate Unit, employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.
- B. In the event the membership of the Appropriate Unit selects an Exclusive Representative other than the Austin Education Association in accordance with the procedures found in M.S. 179A.12, then such new selection shall be considered the Exclusive Representative for all purposes herein.
- C. The exclusive representative shall represent all teachers of the School District as defined in this Agreement and PELRA.

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ARTICLE 3 – DEFINITIONS

- A. The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers, and the School District’s personnel policies affecting the working conditions of the teachers. In the case of professional employees, the term does not mean educational policies of the School District. The terms, in both cases, are subject to the provisions in [PELRA](#), regarding the rights of public employers and the scope of negotiations.
- B. The word, “teacher,” shall mean all persons employed by the School District in a position for which the person must be licensed or certified by the PELSB but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential and supervisory employees and daily substitute teachers who do not replace the same teacher for more than thirty (30) days. All other employees excluded by law.

Teachers in this unit whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and those who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any school year and emergency employees shall not be eligible for the following provisions of this Agreement:

- ARTICLE 16 Teacher Vacancies and Transfers
- ARTICLE 19 Retirement Benefits
- ARTICLE 25 Sabbatical or Occupational Leave
- ARTICLE 26 Leaves for Exchange Teacher Programs

Other exclusions may occur as listed in individual articles

- C. When the word, “teacher,” is used, it shall mean a member of the Appropriate Unit.
- D. The word, “Superintendent,” shall mean Superintendent or the Superintendent’s designee.
- E. The term “School District,” shall mean the School Board of Independent School District No. 492, Austin, Minnesota.
- F. The term, “Qualified Teacher,” shall mean a teacher who is licensed to teach full time in the subject matter category.
- G. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

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ARTICLE 4 – SCHOOL DISTRICT RIGHTS AND OBLIGATIONS

- A. The School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- B. The School District has an obligation to meet and negotiate in good faith with the AEA as the teachers' Exclusive Representative regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the School District or its representative to agree to a proposal or require the making of a concession. The School District shall not meet and negotiate or meet and confer with any teacher(s) who is designated a member or part of the Appropriate Unit except through the AEA.
- C. The School Board has the right to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.
- D. The School District's rights and duties set out in this Agreement shall not be deemed to exclude other inherent managerial rights and duties, which, unless expressly delegated herein, are reserved to the School District.
- E. The AEA recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The AEA also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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ARTICLE 5 - TEACHER RIGHTS AND OBLIGATIONS

- A. All teachers covered by this Agreement shall perform the services prescribed by the School District and abide by the rules and regulations as established by the School District insofar as such rules and regulations are not inconsistent with the terms of this Agreement.
- B. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teachers or the AEA as the teachers' Exclusive representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the AEA as the teachers' exclusive representative,
- C. Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers within the Appropriate Unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers of such unit with the School District.
- D. Teachers, through their certified Exclusive Representative, have the right and obligation to meet and negotiate in good faith with the School District regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the Exclusive Representative to agree to a proposal or require the making of a concession
- E. The School District must afford reasonable time off, with substitute pay deduction, not to exceed fifty (50) days in the aggregate to elected officers or appointed representatives of the AEA for the purpose of conducting the duties of the AEA as Exclusive Representative.
 - a. Requests for such leave days shall be made through the President of the Exclusive Representative to the Superintendent or his/her designee no less than twenty-four (24) hours prior to the date of intended use of such days. In case of emergency, the time restriction may be waived. These days may be used in multiples of half days. This provision shall not apply to any days which are used in conjunction with a strike or strike activity.
 - b. The School District must grant a leave of up to two (2) years without pay or fringe benefits to an elected or appointed official of the AEA for the purpose of serving as an official or staff member of the state association. Such leave shall not be granted for more than two (2) teachers in any one (1) year, and request for such leave must be requested through the President of the Exclusive Representative. Seniority shall continue to accrue while the teacher is on such leave, but the teacher shall not be given credit on the salary schedule and shall not advance on the salary schedule during such leave. A teacher on such leave is eligible to participate in group insurance programs under the insurance policy provisions by paying in advance, either monthly or quarterly, a sum equal to the premium cost of the insurance coverage for such programs as the teacher wishes to retain commencing with the beginning of the leave. The right to continue participation in such group insurance programs will terminate if the teacher does not return to the School District.
- F. The teacher shall have the right to reproduce any of the contents of his/her personnel file at the his/her expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law. A teacher shall be notified if any negative information is placed either in the teacher's personnel files maintained by the Human Resources Department or in files maintained by the teacher's supervisor(s).

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ARTICLE 6 - PAYROLL DEDUCTIONS

- A. Any teacher may sign and deliver to the School District authorization for deduction of membership dues in such teacher's organization. When a bargaining unit member has so authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Pursuant to such authorization, the School District shall deduct such dues from the last paycheck in September and ending with the last paycheck in the following June from the paychecks due to the teacher. Dues deductions for teachers after the commencement of the school year shall be appropriately prorated to complete payments by the end of said month of June. The School District shall not be liable to deduct any dues unpaid at the time of the withdrawal of such authorization or the termination of the teacher's employment with the School District.

- B. With respect to all dues deducted by the School District, the School District shall, once a month, remit to the proper organization the dues deducted accompanied by a list of teachers for which such deductions have been made.
- C. This article shall not apply to any organization that has lost its rights to dues check off under the provisions of PELRA.
- D. Due to legal requirements or on the written authorization from the teacher, the School District shall also withhold from the teacher's paycheck the following:
1. State and federal withholding taxes
 2. State and federal retirement contribution
 3. Insurance premiums
 4. Tax-sheltered annuities as provided by the School District in accordance to Federal Tax Regulations
 5. United Way
 6. Austin Public Education Foundation
 7. One local community fundraising or local charitable activity is permissible. A minimum of twenty-five (25) teachers must request the deduction, in writing, for the same activity. Only one (1) such project for the unit is allowed per year. No changes in the deduction will be allowed.

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ARTICLE 7 - BASIC SCHEDULES AND RATES OF PAY

- A. 2023/2024 Salary Schedule: The wages and salaries reflected in Schedule A shall be part of this Agreement for the 2023/2024 school year.
2024/2025 Salary Schedule: The wages and salaries reflected in Schedule B shall be part of this Agreement for the 2024/2025 school year.
- B. Schedules A and B are not to be construed as a part of a teacher's continuing contract. Increment steps shown on said salary schedules are not to be construed as being applicable for any year beyond the 2023/2024 and 2024/2025 school year, and the School Board reserves the right to withhold said increment advancement for justifiable cause. If requested, in writing, by the teacher, causes for denying negotiated increments shall be given to the affected teacher, in writing, prior to such action.
- C. No teacher shall be denied a negotiated salary increase without justifiable cause. If requested, in writing, by the teacher, causes for denying negotiated increases shall be given to the affected teacher, in writing, prior to such action.
- D. For any properly posted position for which the School District receives fewer than five (5) applications from candidates holding licensure or anticipated licensure which allow them to perform the duties of the position, the School District may offer a candidate a one (1)-time lump sum compensation of up to \$2000, as an incentive to employment, after School Board approval and upon proper licensure by the PELSB.
- E. Teachers in the Bachelor's degree lane and the BA+15 lane will not advance in either lane beyond the sixth (6th) step. Teachers in the BA+30 lane will not advance beyond the seventh (7th) step. Those individuals that have advanced beyond any of these steps in these three (3) lanes are protected by a grandfather clause. Further, teachers hired for the 1993-94 school year or earlier shall be grandfathered in the BA lane, BA+15 lane, and the BA+30 lane for increments beyond the caps identified in this paragraph.
- F. The salary schedules are based upon a school calendar of 192 contract days, which currently includes seven (7) paid holidays and 185 work-related days. Teachers whose employment for the same position is greater than 192 contract days shall be paid at a rate computed from their annual base contractual rate of pay. Employment for less than 192 contract days or less than a full school day shall be prorated accordingly. The two (2) E.M. days in October shall be non-student and non-teacher days.
- a. Teachers whose employment is greater than 192 contract days shall be paid at their placement on the current salary schedule. The current salary schedule is defined as July 1 – June 30. The hourly rate will be one-eighth (1/8) of the daily rate. (The 4th of July will be included if it falls within the extended period of employment.) This paragraph relates to those teachers, employed for summer school or similar duties, as defined by state statute for authorized use of summer program aid and levy. This paragraph shall not be construed to mean teachers who are employed to do curriculum work, community service work, or other special assignments included in Schedule C. Employment described in this paragraph shall be adjusted or prorated for more or less than a full school day.
- G. Teachers will be paid by direct deposit. Salary amounts due shall be posted to the bank of the teacher's choice for crediting to the teacher's account, provided such bank is a member of the Automated Clearing House.
- H. All teachers will be paid on a bi-weekly basis within each fiscal year. Teachers will have the option of electing to receive the last five (5) of their bi-weekly direct deposit payments on the last regularly scheduled pay day prior to the close of the school's fiscal year or every two (2) weeks on the regularly scheduled pay day through the summer. The process for electing this option shall comply with the following requirements:
- a. The election must be made, in writing, by the teacher and must be made prior to July 15 of each school year for extended year teachers and August 15 of each school year for regular school year teachers.
- b. The election is irrevocable for the school year selected, and a change cannot be made until the following school year.
- c. If a teacher fails to make an election before the deadline, the teacher will be paid on the basis of bi-weekly periods over the entire fiscal year and through the summer.

- d. Such election shall continue from year to year at the specified amount unless the teacher notifies the School District to the contrary, in writing, during the next election period.
- I. If a teacher resigns, is terminated, or put on unrequested leave, such teacher shall be paid all earnings due in one (1) lump sum the second scheduled pay day following the effective date of resignation, termination, or placement upon unrequested leave.
- J. A teacher being compensated for additional services shall be paid through direct deposit. The teacher may elect either:
 - a. A lump-sum payment upon completion of services, or
 - b. Spread evenly.
 - i. Majority of year: Payment divided equally over twenty-one (21) pay periods beginning with the first pay period in September or upon execution of the additional services contract, whichever is later, for activities lasting the majority of the school year.
 - ii. Fall activities: Payment divided equally following September 1. Winter activities: Payment divided equally following December 1. Spring activities: Payment divided equally following March 5.
 - iii. Other activities: Activities not being paid pursuant to H. 1. a. or b.) above will be paid equally over the course of the activity or in a lump sum at the end of the activity.
- K. When a teacher is unable to work because of an absence covered by the Minnesota Workers' Compensation Law, such teacher shall receive the regular pay until accumulated sick leave is exhausted. However, the teacher must return to the School District all money received from workers' compensation for the period covered by the sick leave and paid as temporary weekly benefits. The days charged against the said teacher's accrued sick leave, when the absence is covered by the Worker's Compensation law, shall be in proportion to the actual salary per day of said teacher less amounts paid by workers' compensation.
- L. Teachers who are members of the Appropriate Unit, called on to substitute during their preparation period on a period basis in the necessary absence of a teacher, will be paid at a rate of \$30.00 per period during 2023/2024 and \$30.00 per period during 2024/2025.
- M. Part-time teachers shall be paid a prorated salary as determined by other provisions of this Agreement.

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ARTICLE 8 - CREDIT EVALUATION

- A. All credits submitted for advancement and status on the salary schedule must have written, preapproval of a committee made up of the Director of Human Resources, an elementary teacher and principal, and a secondary teacher and principal. Teachers are to be selected by the AEA. Credits for pre-approval must be germane to the teaching assignment and submitted on credit approval forms available in each office in the School District.

Completed credits along with an official transcript must be submitted to the committee for advancement on the salary schedule prior to September 1 and/or February 1 in order for an approved lane change to be implemented for the current school year. Lane changes submitted by September 1 and approved will result in a salary/lane change for the entire school year; those submitted by February 1 and approved will result in a one-half (1/2) year salary/lane change. Mid-year lane changes result in lateral step moves on the schedule, even when moving from a frozen lane. Experience while on a frozen step/lane is not added when moving to an unfrozen lane.

Credits and educational programs used to establish status and advancement on the salary schedule shall be earned from an accredited education program, as determined by the Superintendent and evaluated semi-annually.

The decision of the committee shall not be reversed through the grievance procedure, unless its decision was unreasonable and/or arbitrary.

The committee shall select a chairperson from among its committee members. Committee action shall be by majority vote of the full membership of the committee.

- B. Credit evaluation and conversion: Reference to credits in this article and on Schedules A and B refer to quarter credits. Semester credits will be multiplied by a factor of 1.5 for calculation purposes and converted to quarter credits (i.e., 3 semester credits x 1.5 = 4.5 quarter credits).
- C. Credits earned prior to a degree cannot count for credit beyond this degree.
- D. An earned MA or doctorate must be attained before moving to the lane for the MA+ 6TH lane
- E. The MA+6TH lane shall be interpreted as an earned doctorate degree or forty-five (45) graduate credits beyond the acquisition of a MA degree.
- F. No credit shall be earned for auditing a course.
- G. Courses which are a prerequisite to a Master's program which do not count as graduate credits cannot be accepted for graduate credit.
- H. The proof of credits earned and their level rests with the teacher. On the request of the teacher, the Superintendent may assist in establishing verification.
- I. Credits which are on file which have been verified to establish a position on the salary schedule shall not become outdated. For example, if a teacher has established his/her position on the salary schedule at the BA+15 lane, he/she will not lose this position because these credits are more than five (5) years old.
- J. To advance on the salary schedule after the BA lane and each subsequent lane up to the MA lane, the credit must have been earned in the preceding five (5) years for each lane advancement.
- K. All credits to be accepted for the MA+6TH lane from the MA or doctorate lane must have been earned in the ten (10) years preceding the date of application. Doctorate degree must be earned.
 - a. Five (5) of the credits for the BA+15 lane, ten (10) of the credits for BA+30 lane and fifteen (15) of the credits for BA+45 lane may be undergraduate credits, provided that these credits are germane to the teaching assignment, have been earned subsequent to the granting of the BA degree, and have received prior approval of the Superintendent.
 - b. When a teacher earns undergraduate credits necessary for the completion of licensing requirements and has received prior approval by the committee for this course work, these credits

may be applied for lane change described in K.(1) and as follows: ten (10) of the credits for the MA+30 lane and fifteen (15) of the credits for the MA+6TH lane.

- L. The teacher using a vocational license shall be given special consideration in credit evaluation since he/she does not necessarily have a BA and/or MA but rather are teaching with a license based on other factors. Initial vocational license shall be equivalent to a BA
- M. A teacher possessing both a Bachelor's degree and using a vocational license shall be placed on the BA+15 lane and on the step commensurate with his/her teaching and/or occupational experience. An additional fifteen (15) quarter hours toward the MA+6TH lane will be granted for those who have a master's degree and are using a vocational license.
- N. Advancement to the BA+45 lane for teachers of Kindergarten through Grade 12 may include credits for state-approved and/or director-approved seminars in their instructional area. Prior approval must be given and in the personnel file. One (1) quarter of credit will be granted for each thirty (30) clock hours of seminars. A maximum of five (5) quarter hours granted through seminars may be used at the BA+15 lane, ten (10) quarter hours at the BA+30 lane, and fifteen (15) quarter hours at the BA+45 lane. The clock hours may be accumulative in order to reach thirty (30) clock hours or a multiple of thirty (30) clock hours. For advancement to the MA+30 lane, ten (10) quarter hours for approved seminars may be used and fifteen (15) quarter hours at the MA+6TH lane may be used. The clock hours may be accumulated in order to reach twenty-five (25) clock hours or a multiple of twenty-five (25) clock hours.

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ARTICLE 9 - PRIOR TEACHING EXPERIENCE

- A. Teachers with previous experience will be given credit on the salary schedule for each year of teaching experience. One (1) full semester or more of teaching will be counted as a year. At its discretion, the School District may grant to newly employed teachers maximum credit for their years of experience.

Military teaching experience will be allowed and counted as teaching experience with a maximum of five (5) years allowed. A calendar year of military teaching will be counted as a year of teaching experience. A fraction of a year of military teaching less than six (6) months will not be counted. Applicable military work experience may be counted as teaching experience for teachers employed in a capacity requiring vocational certification.

Teachers hired after July 1, 2000, in the bachelor's degree lane and the BA+15 lane will not be placed on the salary schedule beyond the sixth (6th) step. Teachers hired after July 1, 2000, in the BA+30 lane will not be placed on the salary schedule beyond the seventh (7th) step.

- B. Placement may occur at a step higher than the sixth (6th) step, but prior teaching experience shall be necessary for placement at the ninth (9th) year of experience step.
- C. Teachers with previous teaching experience in the School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience up to five (5) years if the total number of years outside experience has not been previously credited and if the experience falls within allowances in paragraphs A. 1., A. 2., and B. above.

Teachers who have not been engaged in teaching or other activities indicated above or who have been credited with the total amount of prior teaching experience shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

Previously accumulated unused sick leave days shall be restored to all returning teachers.

- D. The term, "teaching experience," shall also include related work experience as approved by the Superintendent.

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ARTICLE 10 - COMPENSATION FOR SPECIAL ASSIGNMENTS

- A. Compensation for special assignments to teachers shall be as provided in Schedule C. The School District shall continue to have the right to develop new programs and new special assignments.

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ARTICLE 11 - COMPENSATION FOR STUDENT TEACHERS SUPERVISION

- A. All proceeds from fees paid by colleges or universities for local supervision of student teachers shall be paid to the teacher(s) responsible for the supervision of the student teacher. The amount, in each case, will be prorated among the number of teachers supervising the student in proportion to the time involved and by the amount paid by each college or university for this purpose.
- B. This provision will also apply to educational aide internships.

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ARTICLE 12 - INSURANCE

- A. The School District will furnish health and hospitalization insurance, and such insurance plan shall be maintained at the actuarial equivalent of the plan in effect in the 1989 school year. Coverage will be provided by a preferred provider organization.
- B. Teachers will be allowed to choose from two (2) health and hospitalization insurance plan options covering both single and family selections if they wish to elect coverage. The teachers will be allowed to choose between single and family coverage for dental. The plan options and the School District and teachers contributions are as follows for each teacher who qualifies for and is enrolled in the group health and hospitalization insurance plan:

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

- i. Single Coverage: The School District will contribute 93% per month of the teacher's premium up to a maximum of \$1,040 in 2023-2024 and \$1,124 in 2024-2025 for health and hospitalization insurance coverage for each teacher who qualifies for and is enrolled in the group health and hospitalization insurance plan and who selects single coverage.
- ii. Family Coverage: The School District will contribute 87% per month of the teacher's premium up to a maximum of \$2,135 in 2023-2024 and \$2,306 in 2024-2025 for health and hospitalization insurance coverage for each teacher who qualifies for and is enrolled in the group health and hospitalization insurance plan and who selects family coverage.

- 2. High Deductible Plan: The School District shall offer a high-deductible health and hospitalization insurance plan coupled with a Health Savings Account (hereinafter "HSA"). Each teacher who chooses to enroll in the High Deductible/HSA Plan will receive a School District contribution to a HSA set up for that teacher. See ARTICLE 33 regarding long term substitutes for specific information regarding their benefit. The following provisions apply to the High Deductible/HSA Plan offered by the School District:

- i. Single Coverage: The School District will contribute 100% per month of the teacher's premium up to a maximum of \$1,040 in 2023-2024 and \$1,124 in 2024-2025 for health and hospitalization insurance coverage for each teacher who qualifies for and is enrolled in the group health and hospitalization insurance plan and who selects single coverage.

- 1. The School District will contribute fifty percent (50%) of the deductible annually to each qualified, regular teacher's HSA account in one (1) annual installment the first business day of teacher's first qualifying (teaching) year.

The School District will contribute fifty percent (50%) of the deductible annually to each qualified, regular teacher's HSA account in four (4) equal payments on the first business day of each business quarter of teacher's second qualifying (teaching) year and thereafter.

- 2. The teacher will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

- ii. Family Coverage: The School District will contribute 100% per month of the teacher's premium up to a maximum of \$2,135 in 2023-2024 and \$2,306 in 2024-2025 for health and hospitalization insurance coverage for each teacher who qualifies for and is enrolled in the group health and hospitalization insurance plan and who selects family coverage.

- 1. The School District will contribute fifty percent (50%) of the deductible annually to each qualified, regular teacher's HSA account in one (1) annual installment the first business day of a teacher's first qualifying (teaching) year.

The School District will contribute fifty percent (50%) of the deductible annually to each qualified, regular teacher's HSA account in four (4) equal payments on the first business day of each business quarter of teacher's second qualifying year and thereafter.

2. The teacher will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.
- iii. If a teacher enters the HSA plan as a participant on a date after the first day of the HSA Plan year, the School District shall prorate the amount of the School District contribution to reflect the late entry. This prorated amount will be determined by the number of days the teacher is contracted compared to the total teacher days of a fulltime teacher.
- All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the High Deductible health and hospitalization insurance plan.
- Contributions to the HSA arrangement described in this section in the future will be determined by a successor Agreement.
- iv. The School District will be responsible for payment to the HSA for administrative fees.
3. The cost of the premium not contributed by the School District for both single and family coverage shall be borne by the teacher and paid by payroll deduction.
- C. The School District will furnish all teachers income protection insurance. The cap on coverage will be \$70,000 in maximum benefits, effective July 1, 2009. The School District will pay for the insurance premium, which must be maintained as a selected group insurance. All teachers will be required to enroll.
- D. The School District will furnish all teachers term life insurance in the amount of \$35,000 (effective February 1, 1994), including accidental death and dismemberment benefits. The School District will pay for the insurance, which must be maintained as a selected group insurance. All teachers will be required to enroll.
- E. Dental Insurance
1. The School District will contribute up to \$15.89 per month per teacher, for single 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. This insurance must be maintained as a selected group insurance. Any additional premium cost will be paid by the teacher by payroll deduction.
 2. The School District will contribute up to \$48.60 per month, for family coverage, eighty percent – twenty percent (80% - 20%) (based upon usual and customary fee of dentists) coinsurance, 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. This insurance must be maintained as a selected group insurance. Any additional premium cost will be paid by the teacher by payroll deduction.
 3. Deductible per coverage year will be \$50.00 per individual. Maximum amount payable per covered person per coverage year shall be \$2000.00.
- F. Insurance coverage will continue through August 31 for teachers placed on unrequested leave and for teachers whose contracts are not renewed.
- G. In order to be eligible for the insurance benefits described in this article, teachers must have a contract equivalent to half time or more. Insurance benefits described in this article will be made available to all teachers whose contracts are for less than half time at the teacher’s expense. This provision is dependent upon the availability of obtaining the coverage provided herein.
- H. The School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

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ARTICLE 13 - MILEAGE REIMBURSEMENT AND TRAVEL TIME

- A. Teachers 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. In- district mileage will be reimbursed at the federal IRS mileage rate upon submission of a mileage reimbursement claim form.
 2. Approved out-of-district travel will be paid upon submission of a mileage reimbursement claim form at the federal IRS mileage rate.
 3. All mileage reimbursement requests must be submitted within thirty (30) days of when the mileage is accrued.
 4. The School District will make every effort to afford teachers assigned to more than one (1) building adequate travel time, at a minimum of twenty (20) minutes. For the purpose of this Agreement, the buildings of Ellis Middle School and IJ Holton shall be considered a single campus. The building principals involved will work with the teacher to determine, on a case by-case basis, how much time is required for travel among the multiple sites.

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ARTICLE 14 - WORKING HOURS

- A. The School District shall maintain as much uniformity in working hours as is reasonably possible. The normal working day shall mean a working day not to exceed eight (8) hours, which shall include a minimum duty-free lunch period of not less than thirty (30) minutes.
- B. The Superintendent shall not require unreasonable or excessive assignments of unpaid nonteaching assignments after the regular school day.
- C. When teachers are required to perform instructional/professional duties at times or on days other than those normally worked, they shall be compensated for that time, either by alternative time off or an equal amount at a time mutually agreed to, or by additional salary on a prorated basis, as determined by the School District.
- D. Teachers will be allowed to leave each Friday or the last day of the work week ten (10) minutes after student dismissal, or arrive 10 minutes before student arrival, as mutually agreed upon between the AEA and the superintendent. Woodson will be thirty-five (35) minutes after student dismissal under current schedule. If the last day of the work week is an early release day for students, teachers will be dismissed at their building's regularly scheduled student dismissal time. Woodson clause will sunset following the 2023-2024 school year.
- E. For those teachers working in the Counseling Department, program needs dictate educational opportunities for students at different times of the day and evening and necessitate flexible scheduling. If program needs determine that working in the late afternoon or evening is necessary, counselor staffing may be arranged by scheduling a later start and finish time than the normal workday.
- F. The placement of workdays within the Counseling Department may be different from that of the regular K-12 school year. Teacher workday placement established in the School Calendar shall be applicable to the extent possible. The administration will work with the counselors and an AEA representative in developing counselor schedules which will take into account individual concerns and preferences to the extent possible.
- G. For those elementary teachers working in the All-Day Kindergarten program, the normal working day shall be eight (8)-hours, with a duty-free lunch period of thirty (30) minutes. Within the normal working day, All-Day Kindergarten teachers have 315 minutes of instructional time. These teachers shall have preparation time inside of the instructional day for a total of forty-five (45) minutes per day and 225 minutes per week. Beginning the 2024-2025 school year, Article 14, section G will sunset and preparation time will follow Article 14, section H.
- H. Definitions:
 - a. **Educator Preparation Time:** Shall be defined as a block of time during the student contact day for the educator's professional use.
 - b. **Supervision:** "Supervision" as used herein shall be defined any non-instructional professional duties as assigned by the building administrator. Such duties may include, but are not limited to, hallway supervision, meal supervision, colleague coverage, recess, and arrival and dismissal of students.
- I. Within the normal working day elementary teachers have 315 minutes of instructional time. Within the normal working week, five (5) working days, elementary teachers have 225 minutes of weekly preparation time inside the instructional day. If additional instructional time is added to the elementary teacher workday, an equal amount of elementary preparation time will also be added on a minute per basis. The instructional time and preparation time applies to elementary (1-4) teachers, elementary special education teachers, and elementary specialists. The goal will be usable blocks of time of twenty (20) minutes (or more) each day, with each block of preparation time being at least ten (10) minutes, with a minimum of one (1) ten (10)-minute block each day. Beginning the 2024-2025 school year, elementary teachers will have a minimum of 285 minutes of weekly preparation time inside the instructional day.
- J. At the Intermediate School, teachers shall have, within the normal working day 300 minutes of instructional time, forty-five (45) minutes of daily preparation time and up to forty-five (45) minutes of supervision/teaming.

- K. For those teachers working at the High School (9-12) and Middle School (7-8), in an eight (8)-period day, there will be two (2) preparation periods inside the instructional day. In a seven (7) period day, there will be one (1) preparation period and one (1) supervision period inside the instructional day, or an equivalent average over the two (2) semesters during the school year. In a six (6)-period day, there will be one (1) preparation period inside of the instructional day.
- L. Program needs dictate educational opportunities for students at different times of the day and evening. Programmatic needs of the different curriculum of the Area Learning Center necessitate flexible scheduling.
- M. If program needs determine that scheduling classes in the late afternoon or evening is necessary, teacher staffing may be arranged by scheduling a later start and finish time than the normal teacher workday.
- N. The workday at the Area Learning Center may be different from the K-12 system. Working hour provisions delineated in ARTICLE 14 shall be applicable to the extent possible. The administration will work with the teachers within the Area Learning Center and an AEA representative in developing teaching schedule assignments which will take into account individual concerns and preferences to the extent possible. A committee consisting of all Area Learning Center teachers, an AEA representative, the High School Administration, and the Director of Human Resources shall meet to develop a solution to the situation.
- O. Austin Public Schools and the Austin Education Association understands there is a need for mentorship and professional staff development for teachers in their probationary years. As part of the collective bargaining agreement, all 1st year probationary teachers and previously tenured teachers in their 1st year with Austin Public Schools will participate in 40 additional hours of development, 2nd year probationary teachers will participate in 30 additional hours of development, and 3rd year probationary teachers will participate in 20 additional hours of development. These additional hours will be considered part of their standard contract and not subject to Article 14, section C – Additional instructional/professional duties.

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ARTICLE 15 - WEATHER AND EMERGENCY-RELATED CLOSURES

- A. When weather conditions or other emergency situations necessitate the closing of school or individual buildings on a student day, either for an entire day or a portion of a day, teachers are not required to be present, and no pay deduction shall be made. However, this paragraph shall not apply in those situations where schools are closed for an extended period of time, in which case teachers shall make themselves available for assignment.
- B. Sick days used during school days that are canceled because of weather or other emergency conditions will be reinstated.
- C. Pre-approved personal leave used on a day when school is subsequently canceled because of weather or emergency conditions will be reinstated if the teacher has been unable to complete his/her activity. The teacher will be responsible for notifying the Human Resources Office within two (2) working days that he/she was unable to complete his/her activity.
- D. Pre-approved emergency leave days without pay will be reinstated when school is canceled because of weather or other emergency conditions. The teacher will be responsible for notifying the Human Resources Office within two (2) working days if they were unable to complete his/her activity. Emergency leave days arranged the day the school cancellation occurs will not be reinstated.
- E. When a teacher is unable to get to work because of inclement weather conditions and school is still scheduled, he/she may request to use a personal day if they have one available, and the requirements of ARTICLE 29 are met. If a personal day is not available, a non-disciplinary unpaid leave will be assessed.
- F. When school is canceled after a teacher has called the Human Resources Office to notify the School District that he/she was unable to make it to work because of inclement weather, the teacher will have the cost of a sub-deduction from his/her salary for that day. If a personal day was approved earlier that same day, the personal leave day will be reinstated, but the teacher will be charged the cost of a sub-deduction from his/her salary.
- G. In the event a student day is lost for an emergency, teachers shall perform their duties on such other day in lieu thereof as the Superintendent or his/her designee may determine, except that teachers shall be required to make up time only on a day when students are required to be in attendance.

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ARTICLE 16 - TEACHER VACANCIES AND TRANSFERS

- A. Teachers who desire to change grade, subject matter, or building assignments must submit such a request to the Director of Human Resources in writing. Such requests shall indicate the reasons for the transfer, the school, position, or grade desired, and the applicant's qualifications. All requests not granted on or before July 1 for teachers for all teachers, shall be deemed automatically denied.
- B. The School District shall have the absolute right to fill the vacancy and the newly created position from among then existing teachers or by hiring new teachers, subject to the recall provisions of ARTICLE 21, and, in addition, the School District reserves and retains the sole and absolute right to transfer teachers. The decision of the School District shall not, in any way, be a subject for grievance or in violation of this Agreement. This article shall not be construed in such way to give anyone a claim to such position.

Notwithstanding the above, the teacher may grieve the failure of the School District to post said notice or the failure of the School District to comply with the recall provisions of ARTICLE 21.

- C. Any teacher who shall be transferred to an administrative or executive position shall continue to accrue benefits as if the teacher belonged to the Appropriate Unit, and such accrued benefits shall be credited to such teacher when he/she returns to the Appropriate Unit, less any such benefits used by such teacher.

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ARTICLE 17 - TEACHER LICENSURE

- A. To ensure teachers hired by the School District are properly licensed in the School District, the following procedure will be followed:
- B. Teachers who have failed to obtain or renew their license by August 15 prior to beginning teaching with the School District will be given written notification of possible suspension without pay. If a continuing contract teacher's license has not been renewed or the PELSB does not list the license as 'Printed/Issued' on its website by 4:30 pm on the first student contact day of the year in which the teacher must renew, the teacher may be suspended without pay. Verification of license will be made by checking the PELSB website.
- C. If said teacher has not achieved licensing status by October 1st, 4:30 p.m. of the year he/she has been placed on unpaid suspension the School District may initiate termination proceedings following [M.S. 122A.40](#). If said teacher has not achieved licensing status by December 31, 4:30 p.m. of the year he/she has been placed on unpaid suspension, such teacher may be placed on a second unpaid suspension for the second semester, and the School District may initiate termination proceedings following [M.S. 122A.40](#). Each individual teacher is obligated to file for record his/her most current teacher's license. The School District is not obligated to recognize a teacher's licensure classification unless it is included on his/her most recent license filed for record with the School District administration office. Any decision not to suspend shall not be construed as establishing a past practice or prejudice the School District's right to enforce such restrictions at its discretion.

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ARTICLE 18 - DISCIPLINE, SUSPENSION, AND DISMISSAL POLICY

A. PURPOSE

The purpose of this policy is to achieve the effective operation of the School District's programs through the cooperation of all teachers under a system of policies and rules applied fairly and uniformly.

B. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the School District intends that, in most cases, progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise is solely within the discretion of the School District.

The School District shall not meet with a member of the teacher bargaining unit for the purpose of questioning the teacher during an investigation that may lead to discipline without first offering the teacher an opportunity for AEA representation. Any teacher waiving the right to such representation must do so, in writing, prior to the questioning.

C. DISCIPLINE

1. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge, depending upon factors such as the nature of the violation, whether the violation was intentional, knowing, and/or willful, and whether the teacher has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

- i. policies of the School District;
- ii. directives and/or job requirements imposed by administration and/or the teacher's supervisor; and
- iii. federal, state, and local laws, rules, and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies

2. Substandard Performance

A teacher's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help, and encouragement to improve from the teacher's supervisor and reasonable time for correction of the teacher's deficiency.

3. Misconduct

Misconduct of a teacher will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

- a. unprofessional conduct;
- b. failure to observe rules, regulations, policies, and standards of the School District and/or directives and orders of supervisors and any other act of an insubordinate nature;
- c. continuing neglect of duties in spite of oral warnings, written warnings, and/or other forms of discipline;
- d. personal and/or immoral misconduct;
- e. use of illegal drugs, alcohol, or any other chemical substance on the job or any use off the job which impacts on the teacher's performance;
- f. deliberate and serious violation of the rights and freedoms of other teachers, students, parents, or other persons in the school community;
- g. activities of a criminal nature relating to the fitness or effectiveness of the teacher to perform the duties of the position;
- h. failure to follow the canons of professional and personal ethics;
- i. falsification of credentials and experience;
- j. unauthorized destruction of School District property;

- k. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
- l. neglect of duty;
- m. violation of the rights of others as provided by federal and state laws related to human rights.

D. FORMS OF DISCIPLINE

1. The forms of discipline that may be imposed by the School District include, but are not limited to:
 - a. oral warning;
 - b. written warning or reprimand;
 - c. disciplinary suspension, demotion, or leave of absence with pay;
 - d. disciplinary suspension, demotion, or leave of absence without pay; and
 - e. dismissal/termination or discharge from employment.
2. Other forms of discipline, including any combination of the forms described in paragraph A above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the School District's objective of stopping or correcting the offending conduct and improving the teacher's performance.
3. If the School District believes that just cause for suspension exists, the teacher and the AEA shall be notified, in writing, that the teacher has been proposed for suspension. Nothing in this section shall prevent the School District from suspending a teacher with pay indefinitely until the time of the disciplinary meeting.
4. Dismissal or termination of members of the bargaining unit shall be done in accordance with M.S. 122A.40, Subd. 9, and/or M.S. 122A.20, Subd. 13.

E. PROCEDURES FOR ADMINISTERING DISCIPLINE

1. In an instance where any form of discipline is imposed, the teacher's supervisor will:
 - i. Advise the teacher of any inadequacy, deficiency, or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the teacher specifying the date, time, and nature of the oral warning.
 - ii. Provide directives to the teacher to correct the conduct or performance.
 - iii. Forward copies of all writings to the administrator in charge of personnel for filing in the teacher's personnel file.
 - iv. Allow a reasonable period of time, when appropriate, for the teacher to correct or remediate the performance or conduct.
 - v. Specify the expected level of performance or modification of conduct to be required from the teacher.
2. The School District retains the right to immediately discipline, terminate, or discharge an teacher as appropriate, subject to relevant governing law and collective bargaining agreements where applicable.

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ARTICLE 19 - RETIREMENT BENEFITS

- A. New hires employed into the unit on July 1, 2019, and thereafter shall not be eligible to receive an employer contribution toward term life insurance and health insurance benefits upon retirement.
 1. Teachers whose hire date/seniority date is after July 1, 2019, are eligible for a Retiree Only HRA. The benefits outlined in this subdivision shall be available to regular teachers that work .50 FTE or more whose seniority date is on or after July 1, 2019, for the full school year. Teachers must be actively working for the full school year to be eligible for the Retiree Only Health Reimbursement Arrangement (HRA) contribution. Teachers on leave of absence during a school year will not be eligible for Retiree Only HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: teachers who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.
 2. Beginning in contract year 2021-2022, the district will set aside \$400.00 annually for all newly hired full-time teachers. Regular part-time teachers that work .50 FTE or more will receive a prorated portion of the contribution. The district contribution will be made in July following the preceding full school year of service. The district contribution will be deposited into a district reserved account (IRS Section 115 Irrevocable Trust) on behalf of all eligible employees as outlined in this article; however, all district contributions will remain district assets until eligible employees meet the district's vesting requirements. Teachers will become vested when they have at least 10 years of continuous service to the district, including District approved leaves of absence and reach age 57. For each year of service thereafter, the district will continue to deposit \$400.00 annually in the HRA account of all eligible full-time employees as outlined in this article. The deposit for part-time teachers will be prorated to the FTE for which they are contracted. The district contributions will be made in July following the preceding full school year of service. The vested teacher will have access to his/her HRA account balance upon separation of employment. Teachers whose seniority date is on or after July 1, 2019, shall not be eligible for other benefits provided under Article 19, Retirement Insurance; Section b.
- B. The provisions of this article shall be available only to those teachers who were employed into the unit prior to July 1, 2019, and have at least ten (10) years of continuous employment with the School District (including the year in which such notice of resignation is submitted) immediately preceding the year of separation of service. This provision shall not apply to teachers who have been on long term leave of absence without pay for more than one (1) year at the time of separation of service but shall apply to teachers on long-term disability leave or unrequested leave at the time of separation of service.
- C. Any teacher submitting a written resignation prior to March 1 of any school year, for the purpose of separation of service, who will reach the age of fifty-five (55) or older prior to June 30 of that calendar year shall:
 1. Choose from two (2) health and hospitalization insurance plans: (1) a single coverage \$250/\$500 deductible plan; or a single coverage High Deductible Plan coupled with a HSA), as outlined in ARTICLE 12. The teacher will pay the same monthly contribution as active teachers; therefore, as the contribution changes for active teachers, retiree contributions will change in accordance. Dependent coverage will be available for the teacher to purchase at his/her expense for the difference between single and dependent coverage.
 - a. If the retired teacher retains employment with another employer after retiring from the School District and he/she opts out of the School District retiree insurance plan, the teacher shall not be eligible to re-enroll in any School District insurance plans.
 2. Receive term life insurance in the amount of \$35,000 (without accidental death and dismemberment coverage) for the teacher at no cost.
 3. Health and hospitalization insurance and term life insurance benefits shall cease and no longer be available to said teacher upon reaching age 65 or if insurance benefits are provided by a different employer following retirement from Independent School District No. 492.

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ARTICLE 20 - TAX-DEFERRED MATCHING FUNDS PLAN 403(B)

- A. To be eligible to receive a School District-matching contribution to a state-approved 403(B) tax deferred matching annuity, in accordance with [M.S. 356.24](#), as amended, a teacher must have the following:
1. The teacher must reach tenure status with Austin Public Schools.
 2. The teacher is full time or part time with an assignment of at least 0.5 full-time equivalent (FTE). The School District's annual maximum contribution for part-time teachers shall be prorated based on the part-time teacher's FTEs.
 - a. For example, a fourth (4th) year, part-time (0.5 FTE) teacher would be eligible to receive fifty percent (50%) of the School District's contribution.
 3. The teacher has elected and authorized a salary reduction contribution to a 403(B) tax deferred annuity to be paid by payroll deduction, with equal contributions each pay period to go into effect July 1 of the same year.
 4. The teacher has notified the School District, in writing, by September 1 of that year of first time participation, of his/her intention to participate in this non-elective 403(B) tax-deferred annuity and the amount of his/her contribution. The teacher's participation in the 403(B) plan shall continue from year to year at the specified amount, unless the teacher notifies the School District to the contrary.
- B. Teachers eligible, under paragraph A. of this article, upon tenure in the School District, shall be eligible for a maximum annual School District matching contribution according to the sliding scale shown below:

<u>Current Year of Service to APS</u>	<u>Maximum Annual Matching Amount</u>
Tenure-8	\$ 600
9-12	\$ 800
13-15	\$ 1,200
16-19	\$ 1,600
20+	\$ 2,000

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ARTICLE 21 - UNREQUESTED LEAVE OF ABSENCE (ULA)

The purpose of this article is to implement the provisions of [M.S. 122A.40, Subd. 10](#), and shall constitute a plan for unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

- A. The School Board shall make the determination whether any teaching position shall be discontinued. Positions may be discontinued for various reasons, including lack of pupils, discontinuance of programs, changes in curricula offerings, financial limitations, merger of classes caused by consolidation of districts and other similar and reasonable situations, and such other reasons as provided in Minnesota Statutes.
 1. In the event of discontinuance of a position which, in turn, necessitates a reduction in teachers, then any teacher is subject to layoff according to and following the provisions of this article.
 2. Layoff, for the purposes of this article, shall mean and include placement on unrequested leave of absence, as provided herein, for tenured teachers, layoff without recall rights for teachers employed three fifths (3/5) time or less pursuant to paragraph E.11.b. of this article, and non-renewal of probationary teachers' contracts. The provisions of this article shall not limit or restrict the right of the School District to terminate tenured teachers' contracts or to non-renew probationary teachers' contracts under Minnesota Statutes other than [M.S. 122A.40, Subd. 10](#).
- B. ULA and recall shall be on the basis of seniority within a seniority unit, as defined in this article, and shall be according to the provisions set forth in this article. However, seniority shall not entitle a teacher to a position for which the teacher is not qualified.
 1. A seniority list shall be established which designates each seniority unit, as defined in paragraph F.2. of this article. The seniority list shall include the name of each teacher in the seniority unit (including probationary teachers, except that such inclusion shall not grant seniority to probationary teachers and is for information only), the years of seniority, the earliest (first) date of continuous employment, the step placement on the salary schedule, and the lane placement on the salary schedule. The seniority list shall be posted on or before November 1. A copy of the tentative list will be posted in the Human Resources Department, and a copy will be sent to the President of the AEA electronically or by certified or registered mail. The seniority list will become final ten (10) days of the AEA receiving it. Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent. Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. A copy of the final seniority list will be posted in the Human Resources Department, and a copy will be sent to the President of the AEA electronically or by certified or registered mail.
 2. If the posting is delayed, the time within which challenges to the seniority list may be made shall be extended to twenty (20) days following the date of the delayed posting. After the challenged period expires, a copy of such new official seniority list shall be posted in the Human Resources Department, and a copy will be sent to the President of the AEA electronically or by certified or registered mail.
 3. The column showing lane placement is final as of July 1, 1977, except that any subsequent change in lane placement, approved by School Board action, which advances a teacher to a lane different than shown herein, shall be taken into consideration for purposes of breaking ties involved in placements on unrequested leave of absence, and shall not include any midyear lane changes but, rather, only those lane changes which are effective for the entire year of the teacher's individual contract.
- C. Seniority
 1. Seniority shall be defined as continuous employment from the most recent date of employment within a seniority unit, as described in paragraph E., and shall be by one-half (1/2) year or one (1)

full year of employment or multiples thereof. Continuous employment, for purposes of seniority, shall include all continuous employment in the School District as a qualified teacher.

2. Seniority shall be computed upon services as a qualified teacher rendered during a fiscal year (July 1 through June 30) rather than a calendar year. In any one (1) fiscal year, a teacher shall accrue a maximum of one (1) year's seniority for all services performed as a qualified teacher.
 3. A half year of seniority shall be granted for one (1) semester or major fraction thereof. A full year of seniority shall be granted for any part of a school year more than one (1) semester up to a full fiscal year.
 4. Seniority shall continue to accrue while on sabbatical/occupational leave of absence.
 5. Seniority shall continue to accrue while on military leave of absence.
 6. Seniority shall continue to accrue for a qualified teacher within his/her seniority unit while on an assignment with the School District but outside the enumerated seniority units.
 7. Seniority shall continue to accrue while on sick leave or during the Family and Medical Leave Act (FMLA) covered portion of a child care leave within a school year but shall be frozen at the end of the school year until the teacher returns from sick leave.
 8. Seniority shall be frozen while on child care leave after the FMLA covered portion of the leave has ended.
 9. Seniority shall continue to accrue while on leaves for exchange teacher programs.
 10. Seniority shall continue to accrue while on Leave of Absence Without Pay for less than one semester.
 11. Seniority shall not be accrued while on long-term substitute teaching; however, when a long-term substitute teacher receives a teacher's continuing contract with the School District, as referred to in [M.S. 122A.40, Subd. 7](#), then years of seniority shall be credited retroactively to the last date of continuous employment with the School District for which continuous years the teacher was employed as a qualified teacher in at least in a half-time capacity.
 12. For teachers, other than long-term substitutes, seniority shall be granted to those qualified teachers who have a contract for more than three-fifths (3/5) time. For purposes of determining this formula relating to three-fifths (3/5) time, reference shall be made directly to the particular teacher's contract with the School District.
 13. For purposes of computing the amount of seniority teachers covered by paragraph C.k and C.l are entitled, any such qualified teacher who qualifies for seniority shall have seniority computed in accordance with paragraph C.c. of this article without any prorating.
 14. Seniority shall not accrue during the probationary period, but seniority shall be credited within a seniority unit retroactively for probationary time when tenure is achieved.
 15. Seniority shall be frozen at time of layoff under the provision of this article.
- D. A teacher will be assigned to a seniority unit according to the following provisions:
1. Teachers shall be assigned as a member of the seniority unit in which such teacher's assignment is more than half time.
 2. Except as provided in i. below, a teacher will be a member of the seniority unit in which such teacher was assigned at the time of the discontinuance of position.
 - a. Teachers who are transferred from one (1) seniority unit to another seniority unit shall be credited with their past seniority in the new seniority unit, and they shall also maintain their seniority in their former seniority unit for three (3) calendar years after the date of transfer after which time they shall not have seniority in their former seniority unit.
 3. No kindergarten through sixth (6th) grade certified classroom teacher assigned to the middle school shall teach half time or more in grades seven (7) and eight (8). No seventh (7th) through twelfth (12th) grade certified teacher assigned to the middle school shall teach half time or more in grade six (6). Teachers in secondary (grades 7-12) seniority units or the K6 seniority unit shall stay in their existing seniority classification in the middle school, unless the teacher voluntarily elects to change classification.

- E. Qualified teachers will be assigned to the following seniority units according to the provisions of this article. The listing of these seniority units shall not require the School District to continue each of such seniority units. The listing of these seniority units shall not be construed as departments for purposes of administration.

Seniority Units:

1. There shall be one (1) seniority unit in the elementary school composed of teachers assigned to kindergarten through sixth (6th) grade inclusive. except for those teachers who are specifically assigned to one of the other seniority units listed below.
2. There shall be the following seniority units within the secondary school, each of which shall be a separate seniority unit:

Mathematics:	Grades seven (7) through twelve (12) inclusive
Science and Health:	Grades seven (7) through twelve (12) inclusive
Social Studies:	Grades seven (7) through twelve (12) inclusive
Language Arts:	Grades seven (7) through twelve (12) inclusive
Business Education:	Grades five (5) through twelve (12) inclusive
Industrial Arts:	Grades seven (7) through twelve (12) inclusive
Agriculture:	Grades seven (7) through twelve (12) inclusive
Family & Consumer:	Grades seven (7) through twelve (12) inclusive
Work Experience:	Grades seven (7) through twelve (12) inclusive

3. There shall be the following additional seniority units, each of which shall be a separate seniority unit:

MSMH, MMMH, DCD:	Grades kindergarten through twelve (12) inclusive
SLD:	Grades kindergarten through twelve (12) inclusive
EBD:	Grades kindergarten through twelve (12) inclusive
ABS:	Grades kindergarten through twelve (12) inclusive
ASD:	Grades kindergarten through twelve (12) inclusive
Early Childhood Special Ed:	Grades Pre-K
Foreign Language:	Grades kindergarten through twelve (12) inclusive
Physical Education	Grades kindergarten through twelve (12) inclusive
Media Generalists:	Grades kindergarten through twelve (12) inclusive
Art:	Grades kindergarten through twelve (12) inclusive
Specialists:	Grades kindergarten through twelve (12) inclusive <i>(OT, PT, LSN, DHH, School Social Worker)</i>
Guidance:	Grades kindergarten through twelve (12) inclusive
Music I:	Grades kindergarten through twelve (12) inclusive <i>(Classroom Music, General Music, and Vocal Music)</i>
Music II:	Grades kindergarten through twelve (12) inclusive <i>(All Instrumental Music, including Orchestra, Strings, and Band)</i>
School Psychologist:	Grades preschool through twelve (12) inclusive
Speech Language Pathologist:	Grades preschool through twelve (12) inclusive
English as a Second Language:	Grades kindergarten through twelve (12) inclusive

4. Notwithstanding any seniority provision herein to the contrary, any teacher transferred to the position of "In-School Suspension" retains such seniority in the seniority unit from which the teacher transferred and shall continue to accrue seniority in the same seniority unit from which transferred.

If a vacancy occurs in the "In-School Suspension" position, the School District may select the person to fill the vacancy without regard to the provisions of the Agreement. If the person hired to fill the vacancy is a certified teacher, such teacher shall accrue seniority in the seniority unit of

his/her area of certification, and if such person is certified in more than one (1) area, then such person shall, upon employment, select, in writing, one (1) seniority unit for seniority purposes.

- F. Discontinuance of positions and layoff shall be by seniority units. Within the seniority unit, seniority shall be according to the official seniority list. The order of layoff in the seniority unit shall be as follows:
 - 1. Probationary teachers in the seniority unit affected by discontinuance shall be laid off first, and they shall not be subject to the recall provisions of this article.
 - 2. Any probationary teacher's contract may be non-renewed whether, or not the discontinuance of position is in the probationary teacher's seniority unit, and the Superintendent has the prerogative to move a tenured teacher outside his/her seniority unit to the opening, although the Superintendent shall not be mandated to do so.
- G. Tenured teachers within the seniority unit affected by the discontinuance shall be placed on ULA in inverse order to their seniority, meaning the least senior teacher within the unit will be placed on ULA first.
 - 1. If tenured teachers have equal seniority within an affected seniority unit, the following provisions shall be applied to break ties in the following order of priority:
 - a. If seniority is equal, the teacher with the earliest (first) date of continuous employment shall be considered the most senior.
 - b. If the earliest (first) date of continuous employment is the same, the teacher having the highest step placement on the salary schedule shall be considered the most senior.
 - c. If the step placement on the salary schedule is the same, the teacher having the highest lane placement on the salary schedule shall be considered the most senior.
 - d. If the lane placement on the salary schedule is the same, the teacher having the earliest date of School Board approval of his/her original contract shall be considered the most senior.
 - e. If the date of School Board approval of their original contract is the same, the teacher having the earliest job application on file shall be considered the most senior.
 - f. If the date of job application is the same, the Superintendent will recommend to the School Board which teacher is to be retained on the basis of qualifications, job performance, and other factors deemed relevant by the Superintendent.
 - 2. At the time of discontinuance of the position, if another position is available for which the teacher is qualified, such teacher shall have the opportunity for employment in that position on the basis of seniority within the seniority unit, as defined in this article. If more than one (1) qualified teacher exists who has equal seniority, ties in seniority shall be broken in accordance with paragraphs G.3., a., (i), (ii), (iii), (iv), (v), and (vi) of this article.
 - 3. This paragraph shall apply only to those teachers who are members of the Appropriate Unit at the time ULA.
 - 4. Teachers placed on ULA shall receive notice by July 1 of the school year prior to the commencement of such leave.
- H. A recall list shall be maintained and updated yearly by the Human Resources Department. Teachers on the recall list for more than five (5) years shall be dropped from the recall list and not subject to the recall provisions of this article. The Superintendent will send, by certified mail, a Request for Reinstatement Form to teachers on ULA prior to March 1. Failure of a teacher to return the Request for Reinstatement Form prior to April 1, indicating a desire to return, will cause the teacher to lose the right to reinstatement.
 - 1. Notice of recall shall be sent to the secretary of the Exclusive Representative and also to the teacher's last address on file in the Human Resources Department. The teacher shall send written notice of change of address, by certified mail, to the Human Resources Department. Notice of recall shall be sent by certified mail. Within twenty-one (21) calendar days of the date of mailing, written acceptance of employment must be sent by the teacher, by certified mail, to the Human Resources Department. If no such written acceptance of employment is received within said

- twenty-one (21) calendar days, the teacher shall lose all right of recall under the provisions of this article.
2. Teachers placed on ULA from full-time positions may refuse recall requests to less than full-time positions without losing their rights to recall.
 3. Teachers placed on ULA from part-time positions shall be recalled to part-time positions as they become available. They may refuse recall to any part-time position two-tenths (2/10) or more different from the position from which they were placed on ULA . They may also refuse recall to full-time positions without losing recall rights.
 4. Teachers accepting part-time positions after being placed on unrequested leave will be upgraded to full-time positions as they become available.
- I. Recall shall be by designated seniority units at the time of layoff, as described above, according to seniority at time of layoff, with the highest seniority being recalled first. Refusal of employment shall waive all rights of recall provisions of this article. If teachers to be recalled have equal seniority within the affected seniority unit, the following provisions shall be applied to break ties in the following priority:
1. If seniority is equal, the teacher with the earliest (first) date of continuous employment shall be considered the most senior.
 2. If the earliest (first) date of continuous employment is the same, the teacher having the highest step placement on the salary schedule shall be considered the most senior.
 3. If the step placement on the salary schedule is the same, the teacher having the highest lane placement on the salary schedule shall be considered the most senior.
 4. If the lane placement on the salary schedule is the same, the teacher having the earliest date of School Board approval of teacher's original contract shall be considered the most senior.
 5. If the date of School Board approval of teachers' original contracts is the same, the teacher having the earliest job application on file shall be considered the most senior.
 6. If the date of job application is the same, the School Board shall choose the teacher to be recalled on the basis of qualifications, job performance, and other factors deemed relevant by the School Board.

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ARTICLE 22 - PROFESSIONAL DEVELOPMENT

- A. A teacher attending professional conferences which have been approved in writing by the Superintendent may be granted time to attend such conferences without salary deduction. Professional development leave would include, but not be limited to, such educational purposes as:
 - 1. Visitation to view other instructional techniques or programs both in the School District and in other school districts;
 - 2. Classes, conferences, workshops, or seminars which are related to the improvement of instruction; and
 - 3. Local, state, or national meetings in the teaching discipline of the applicant.
- B. A teacher attending a conference or workshop during the summer months:
 - 1. If the request is from the School District, the teacher will be paid a stipend.
 - a. \$50 for ½ day
 - b. \$100 for a full day
 - 2. If the request is from the teacher, no stipend will be paid.

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ARTICLE 23 - LEAVE LIMITATION

- A. Absence or leave granted under a specific article may be extended at the discretion of the Superintendent. The Superintendent is to be notified, prior to March 1, of the desire to have a leave extended for another school year or a portion of a school year. The Superintendent's decision shall not be subject to grievance under the terms of this Agreement.

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ARTICLE 24 - LEAVES OF ABSENCE WITHOUT PAY

- A. A leave of absence for not less than nor more than one (1) year may be granted a teacher by the School Board, upon the recommendation of the Superintendent, for advanced study, exchanging teaching or professional development in the field of education, or for a job experience in some other field. This leave is discretionary with the School Board, and the School Board reserves the right to withhold such leave if the School Board deems such leave not to be feasible or beneficial to the School District. In the event the request is denied, the teacher shall be notified, in writing, of the reasons.
 - a. Such a long-term leave is without pay or fringe benefits. The teacher, while on the long term leave, shall retain his/her seniority as earned at the time the leave commences. Applications for long-term leave shall be submitted, in writing, to the Superintendent and/or his/her designee, setting out the dates for the proposed leave and the reasons therefore.
 - b. This article is not intended to permit annual vacations during the school year.
- B. These leaves may be granted under the following conditions:
 - a. The leave shall coincide with the school year of the School District.
 - b. A teacher wishing to apply for a leave of absence of one (1) year, which will be in effect during the regular school year, will make application, through the teacher's school administrator, to the Superintendent by March 1 preceding the year of absence.
 - c. Leaves for periods shorter than one (1) year may be granted, if application is made to the Superintendent not less than two (2) months in advance of the departure date.
 - d. If a suitable replacement can be secured.
 - e. Teachers will be allowed three (3) days of absence, without pay, each school year for personal emergency leave. For purposes of this article, emergency leave shall be determined by the Superintendent or designee. Emergency leave days will result in all wages and benefits being deducted from the teacher's pay for each day taken. Emergency leave days will not be carried over from one (1) school year to the next. For absence due to inclement weather, if teachers are expected to be on duty and personal leave is not available, the teacher may be assessed an emergency leave day.
 - f. The provisions of the article shall not affect the provisions of ARTICLE 5.F.2.
- C. Any teacher granted leave under this policy may maintain health and hospitalization insurance by paying, in advance, a sum equal to the projected cost of the insurance coverage. If rates change during the absence, in order to maintain the coverage, the teacher must pay the difference, as determined by the Business Office. Income protection insurance is not continued on leave granted under this policy.
- D. Any teacher returning from a leave granted under this article shall be reinstated with the same level of benefits available to all teachers in the unit.
- E. Sick leave accumulated prior to the leave of absence shall be retained.

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ARTICLE 25 - SABBATICAL OR OCCUPATIONAL LEAVE

- A. The School Board, upon the recommendation of the Superintendent, may grant a sabbatical or occupational leave of absence for a period not to exceed one (1) year to a teacher if the following conditions are met:
- a. Applicant for a sabbatical or occupational leave of absence must be a member in good standing of the School District and must have been such member for the seven (7) years immediately preceding request for leave. This seven (7)-year requirement may be waived, if recommended by the high school principal, for high school vocational teachers.
 - i. Up to one and one-half percent (1½%) of the teachers may be granted sabbatical or occupational leave, if proper arrangements are made. Leaves of absence under the sabbatical or occupational leave plan may be granted only if suitable replacements can be obtained.
 - b. The applicant shall apply to the Superintendent before March 1 during the school year preceding the school year for which leave is requested. A plan for study, travel, or other activities must be included with the application.
 - i. The March 1 application date may be waived for occupational leaves.
 - ii. The School District will notify the applicant not later than April 16 or within forty-five (45) days after application, if the request for sabbatical or occupational leave of absence is granted.
- B. If sabbatical or occupational leave is granted, the following conditions shall apply:
- a. A teacher granted leave will receive up to one-half (1/2) the teacher's current salary. The teacher will continue membership in the state's Teachers' Retirement Association (TRA) and deductions from the teacher's salary will be made for the purpose of payment to TRA. Deductions from the salary paid to the teacher by the School District, and payments to the TRA will be made only if the TRA laws and regulations pertaining to the O.A.S.I. permit such deductions and payments.
 - b. The teacher who is on leave may accept grants, scholarships, fellowships, or other sources of income. If the sum of the salary paid by the School District, plus the grant, scholarship, fellowship or salary, exceeds the amount that the teacher would receive if teaching for the School District, the amount of leave salary paid by the School District will be reduced to make the amount equal to the salary paid the teacher on the salary schedule.
 - c. A teacher granted leave must return to the School District for two (2) years following leave, unless placed on ULA. If the teacher resigns or fails to return from ULA when recalled without fulfilling this obligation, such teacher must repay the salary granted during the year of such teacher's leave. Upon returning to the School District as a regular teacher, the teacher will be given credit on the salary schedule for one (1) year outside teaching experience allowable, providing the teacher has been employed as a full-time teacher while on leave, or, upon returning, the teacher will be allowed to use those credits earned which meet adopted criteria for advancement on the salary schedule which have been earned while on leave, but, in no instance, will the teacher be allowed to use both experience and college credits earned while on leave for advancement on the salary schedule while on leave.
 - d. While on leave, a teacher is ineligible for any other leave provisions of the Agreement.
 - e. The School District will provide health and hospitalization insurance coverage for teachers on leave at no cost to the teachers beyond any costs that would be incurred for teachers who remain on duty.
 - f. Income protection insurance is continued while on leave at the salary the teacher received in the year immediately preceding the year of the leave.
 - g. The provisions of ARTICLE 19 may apply to teachers on sabbatical leave or occupational leave.

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ARTICLE 26 - LEAVES FOR EXCHANGE TEACHER PROGRAMS

- A. A leave of absence of one (1) year may be granted, upon approval of the School Board, to any teacher for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries.
- B. Upon return from such leave, a teacher shall be reinstated with the same level of benefits available to all teachers in the unit.
- C. Final approval of the leave is dependent upon the Superintendent's approval of the exchange teacher coming to the School District.

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ARTICLE 27 - SICK LEAVE/CARE OF RELATIVES

- A. Full-time teachers will receive twelve (12) days of paid sick leave per year. Part-time teachers will have their sick leave pro-rated, based on their FTE*. Newly appointed teachers will receive ten (10) additional days of sick leave with pay the first year, which shall not accumulate, and will be used after the twelve (12) days have been exhausted. A teacher must report for work in order to secure sick leave. Unused sick leave shall accumulate. Teachers may use their sick leave to cover any absence due to the teacher's illness or injury.
- B. Family sick leave per MN statute M.S.181.9413...Up to a maximum of nine (9) sick leave days per year may be used for a teacher's parents(step), spouse, and adult children(step). In addition, up to a maximum of five (5) sick leave days per year may be used for sick family members as listed: siblings(step), grandparents, grandchild, father-in-law, mother-in-law, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter in-law, or grandparent-in-law. Per [M.S. 181.9413](#), to include safety leave as described by statute, a teacher may use his/her sick leave for dependent children under and over the age of eighteen (18). Sick leave may also be used under the other provisions of [M.S. 181.9413](#) and the Agreement shall not impose a limit on benefits as provided by the law.
 - 1. A domestic partnership is an interpersonal relationship between two (2) individuals who live together and share a common domestic life but are not married (to each other or to anyone else). Use of sick leave for care of a domestic partner may be granted with the approval of the Superintendent.
- C. When a physician deems a teacher disabled and unable to work and accumulated sick leave is exceeded, such excess days from the teacher's salary will consist only of the cost of a substitute, not to exceed fifty percent (50%) of the teacher's salary. This provision will hold for a total period not to exceed ninety (90) calendar days, as determined by the Superintendent, after which time the income protection policy will be in effect.
- D. Upon the option of the teacher, accrued sick leave may be used during the time of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, except as otherwise provided in this Agreement. Such disability must be verified by a physician on forms provided by the School District. The School Board may, at its discretion, require a second opinion on such disability, the cost of such opinion to be at the expense of the School District. Teachers on sick leave as a result of pregnancy may apply for an unpaid child care leave under the provisions of this article, provided such application is made at least one (1) calendar month before the end of the period of disability.
- E. In determining how much sick leave allowance a teacher has, the total number of days of credit shall be calculated at the end of each year. Then, prior to September 1, add the proper number of days allowable for that year as specified in paragraph A. above.
- F. The School District may require proof of illness when a teacher's request for sick leave is in question.
- G. Sick leave may not be used once a teacher has become eligible for long-term disability insurance payments. Sick leave may be used after the teacher's return to work, subject to this Agreement and the terms and conditions of the School District's long-term disability insurance policy.

* Prorated table for sick leave usage found on District website at www.austin.k12.mn.us and click on HR-Forms

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ARTICLE 28 - CHILD CARE LEAVE

- A. A child care leave, without pay, may be granted by the School District subject to the provisions of this section and the provisions of the FMLA. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time. This Article applies equally to child care leave for adoptive parents.
- B. A teacher making application for child care leave shall inform the Superintendent, in writing, of intention to take the leave at least two (2) calendar months before commencement of the intended leave.
- C. The School District and the teacher may adjust the proposed beginning or ending date of a child care leave mutually. Teachers may, in the case of pregnancy, continue to work until they are certified as disabled by their physician. At this time, the School District retains the right to place the teacher on sick leave.
- D. Pursuant to the FMLA, group health benefits will be maintained during the first 12-weeks of a child care leave as if employees continued to work instead of taking leave. After the first 12-weeks of the leave, an employee on an unpaid medical leave remains eligible for participation in all insurance programs available to the employee but must pay the entire premium for all such insurance coverage.
- E. While on a child care leave, teachers may use accrued sick leave pursuant to Article 37 during a period of disability (6 weeks for normal delivery, 8 weeks for C-section or complicated delivery as certified by a physician).
- F. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:
 - 1. Grant any leave more than twelve (12) months in duration.
 - 2. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.
- G. A teacher returning from child care leave shall be reinstated, unless previously discharged or placed on ULA.
- H. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination, unless the School and the teacher mutually agree to an extension in the leave.
- I. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted as part of the probationary period.
- J. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave. Seniority is frozen while on child care leave after the FMLA covered portion is over.
- K. Leave under this section shall be without pay, but a teacher on child care leave is eligible to participate in group insurance programs under the insurance policy provisions by paying, in advance, either monthly or quarterly, a sum equal to the premium cost of the insurance coverage for such program as the teacher wishes to retain, commencing with the beginning of the child care leave. If leave qualifies for FMLA, accrued leave balances may be used as permitted by law, and insurance premiums will be covered as provided by law.
- L. While on child care leave, a teacher is ineligible for any other leave provisions of the Agreement.

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ARTICLE 29 - PERSONAL LEAVE

- A. The School District shall provide up to three (3) personal leave days each year to each member of the appropriate unit. Such personal leave shall be used at the discretion of the teacher and may be used in one (1)-hour increments. Part-time teachers will have their personal leave pro-rated based on their FTE.
- B. Except in cases of emergency, teachers will notify the Superintendent, through appropriate procedures as designated by the School District, three (3) working days in advance of intended leave. In cases of emergency, the advance written notice may be waived, but, in all instances, the teacher must make contact with the Superintendent for approval.
- C. No usage of personal leave shall be granted during the first five (5) days of school or during the last ten (10) days of school (referring to student contact days). Any exceptions shall be granted and made at the discretion of the Superintendent.
- D. No usage of personal leave shall be requested prior to July 15. Any exceptions shall be granted and made at the discretion of the Superintendent.
- E. Personal leave may not be granted for more than three percent (3%) of the teachers on any given day. The School District is not required to grant personal leave on curriculum days, staff development days, or conference days. Personal leave may not be used after the end of one school year and before the start of the next school year.
- F. Under no circumstances shall the School District's decision to grant personal leave in excess of the maximum numbers listed in paragraph A., to grant personal leave in excess of three percent (3%) of the total teaching staff, or to grant personal leave on any of the days cited in paragraphs B. and C., be construed as establishing a past practice or prejudice the School District's right to enforce such restrictions at its discretion.
- G. Additional personal leave may be granted to cover personal emergency (in excess of emergency days as noted in ARTICLE 24) or personal exceptional situations at the discretion of the Superintendent, but, under such leave, teachers will suffer substitute pay deduction.
- H. In a given school year, teachers 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 substitute rate of pay. Teachers have the option to request payout of any remaining unused personal leave days. To receive this payout of personal leave days, teacher 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).
- I. Granting of personal leave shall be dependent upon the availability of a suitable substitute.

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ARTICLE 30 - LEAVE FOR DEATH OF ANY MEMBER OF THE IMMEDIATE FAMILY

- A. 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 (2) 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.
- B. Distance and circumstances will determine the length of leave to be granted by the Superintendent. If a leave for the death of member of the immediate family is exceeded, for such excess days up to five (5) days, the deduction from the teacher's salary will consist only of the equivalent of a substitute's pay. For such excess days beyond five (5) days, the deduction from the teacher's salary will consist of a fifty percent (50%) salary deduction (daily rate). This provision will hold only for a reasonable period of time, as interpreted by the Superintendent; in no case, shall the period exceed ninety (90) calendar days.
- C. A teacher will be allowed up to five (5) days for the death of any other relative, the substitute's pay to be deducted from the teacher's salary.
- D. The Superintendent may call for proof of death to substantiate the leave under this article.

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ARTICLE 31 - JURY DUTY OR TESTIFYING UNDER SUBPOENA

- A. A teacher who is called for jury duty or who is subpoenaed as a witness will not suffer a salary deduction if he/she misses work, unless he/she is a criminal defendant. If a teacher is a criminal defendant, he/she may use accrued personal time to receive pay if he/she needs to miss work. If a teacher suffers a salary deduction due to being a criminal defendant, and is later found not guilty, pay for missed work will be reinstated, if previously deducted or personal days will be reinstated, if used. Proof of verdict will be necessary.
- B. While serving on jury duty or as a subpoenaed witness, the teacher shall receive full salary and benefits. However, such teacher must return to the School District the pay received for serving on jury duty or as a subpoenaed witness.
- C. Teachers who are released from jury duty prior to the end of the normal work day will report to work on being released from jury duty.

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ARTICLE 32 - MILITARY LEAVE OF ABSENCE

- A. All full-time teachers of the School District who are members of the Active Military Reserve will be granted military leave for the purposes of fulfilling the active duty requirements, such leave not to exceed fifteen (15) working days annually. No deduction in pay is to be made if properly excused by the Superintendent. To the greatest extent possible, active duty should be arranged for the summer recess, during Christmas holidays, and such other times as do not interfere with classroom duties.
- B. Teachers called for selective service physical examination shall be excused without loss of pay for such purposes.
- C. In other respects, the mandatory requirements of the laws of the United States and of the State of Minnesota shall be followed.

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ARTICLE 33 - LONG-TERM SUBSTITUTE TEACHERS

- A. For the purpose of this article, substitute teachers shall be compensated in the following manner:
 - a. Substitute teachers who hold a full license and who are employed twenty (20) consecutive work days or more in the same assignment replacing a teacher on an authorized leave shall be compensated on the teachers' salary schedule according to their training and experience, retroactive to the fifth (5th) day.
 - b. Substitute teachers who are employed thirty (30) consecutive work days or more in the same assignment replacing a teacher on an authorized leave shall be compensated salary and prorated health and hospitalization insurance benefits according to terms of this Agreement, retroactive to the first (1st) day. If the long-term substitute selects the High Deductible Plan, the School District will contribute one-tenth (1/10th) of the regular HSA contribution listed in ARTICLE 12.B.2. into the HSA account for every month worked.
- B. The School District will make every effort to continue individual substitutes in long term assignments for the continuity of the program. The School District reserves the right to interrupt any substitute assignment due to emergency or extenuating circumstances.

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ARTICLE 34 - ASSAULTS ON TEACHERS

- A. An assault upon a teacher in the course of performing professional duties for the School District shall be promptly reported to the Superintendent.
- B. Time lost for injuries by a teacher as a result of assault which is covered by workers' compensation (i.e., in the scope and course of employment) shall be covered by the teacher's sick leave and the provisions of the income protection policy. The sick leave coverage shall be limited to an amount equivalent to what has been accrued by the teacher. In the event the teacher, at a later date, becomes ill or injured requiring an absence and does not have sufficient sick leave accrued to cover such absence, any or all of the sick leave used due to assault as described above shall be reinstated as is necessary.
- C. Any amount received through workers' compensation shall be remitted to the School District.

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ARTICLE 35 - MEET AND CONFER

A. A committee shall be established in accordance with the provisions of PELRA MN Statue 179A.03.

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ARTICLE 36 - GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a dispute or a disagreement between a teacher or a group of teachers and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.
- B. A grievance may be initiated or submitted only by the teacher or group of teachers involved. The grievance shall be reduced to writing by the AEA.
- C. The School District may be represented during any step of the procedure by any person or agent designated by it to act in its behalf. Such representative shall not exceed three (3) in number.
- D. The AEA shall be one of the teachers' representatives beginning with Level I, and the teacher may select not more than two (2) additional representatives.
- E. A teacher may withdraw his/her specific grievance, in writing, at any time, and such withdrawal shall be final and binding upon the individual and the AEA. Such withdrawal shall not be construed to be a precedent to a determination on the merits of the grievance.
- F. The AEA may also withdraw the grievance, in writing at any time, and such withdrawal shall be final and binding upon the AEA and upon the grieving teacher. Such withdrawal shall not be construed to be a precedent to a determination on the merits of the grievance.
- G. Definitions and Interpretations:
 - 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.
 - 2. Days: Reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days (Monday through Friday) not designated as holidays by state law. For purposes of this paragraph, the days of Christmas recess and spring recess shall be considered holidays.
 - 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
 - 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail within the time period or receipt thereof has been admitted by the School District.
- H. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is served, in writing, upon the School District within twenty-five (25) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provision or provisions of this Agreement allegedly violated and the particular relief sought. Failure to serve any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance.
- I. Adjustment of Grievance: The School District and the teacher or the School District and a group of teachers shall attempt to adjust such grievances which may arise during the course of employment of any teacher or group of teachers within the School District in the following manner:
 - 1. Level I: An effort shall first be made to adjust an alleged grievance informally between the teacher or group of teachers and the School District. If the grievance is not resolved through informal discussions, the grievance shall be reduced to writing by the AEA, and, thereafter, the Superintendent shall meet regarding the grievance within fifteen (15) days of receipt of the written grievance. Within seven (7) days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the teacher or teachers involved. A copy of the decision shall also be sent, by certified mail, to the AEA by sending it in care of one of the officers of the AEA at his/her last known address.
 - 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, to the School Board within fifteen (15) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear and hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its findings and decision, in writing, to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board

(one of which shall be a School Board member) may be designated by the School Board to hear the appeal at this Level II and report its findings and recommendations to the School Board. The School Board shall then render its findings and decision, in writing, to the teacher or teachers involved. A copy of the decision shall also be sent, by certified mail, to the AEA by sending it in care of one of the officers of the AEA at his/her last known address.

Failure by the School Board or its representative to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the teacher or group of teachers may appeal it to the next level.

3. **Level 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.
 - a. **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.
 - b. **Selection of Mediator:** A joint request for mediation shall be submitted to the Commissioner to assign a mediator.
 - c. **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.
 - d. **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.
 - e. **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
4. **Level IV:** In the event the teacher or teachers involved and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below:
 - a. **Request:** A request to submit a grievance to arbitration must be in writing signed by one 1) of the aggrieved teachers and the President of the AEA or the President's designee, and such request must be filed in the office of the Superintendent within twenty (20) days following the decision in Level II.
 - b. **Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 - c. **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the AEA and the Superintendent, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to [M.S. 179A.21](#), providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided in this article shall constitute a waiver of the grievance.
 - d. **Hearing:** The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
 - e. **Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by and in PELRA.
 - f. **Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in

connection with presenting its case in arbitration. A transcript of recording may be made of the hearing at the request of either party and shall be paid for by the party requesting the same. The parties shall share equally fees and expenses of the arbitrator.

g. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined in this article; nor shall the jurisdiction of the arbitrator extend to those matters set forth in [M.S. 179A.07](#), except those specifically included in this article. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

- J. A teacher may be permitted to grieve a violation of the layoff and recall provisions of ARTICLE 21 of this Agreement; however, no teacher shall have the right to grieve his/her discharge, dismissal, or termination under this article but may follow the procedures which are set forth in [M.S. 122A.40, Subds. 1 through 18 inclusive](#).

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ARTICLE 37 - CONFORMITY TO LAW

- A. If any provision of this Agreement is found contrary to law, then such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

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ARTICLE 38 - DURATION AND DATE OF AGREEMENT

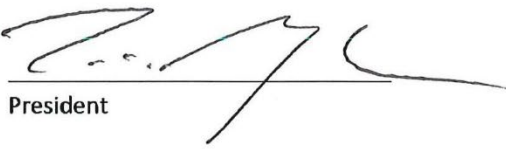
This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and it shall continue thereafter until modifications are made pursuant to PELRA.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than April 1, 2025.

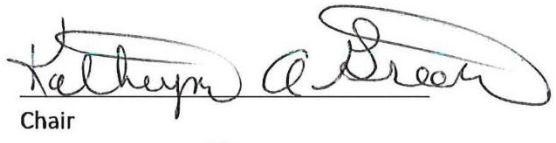
IN WITNESS WHEREOF, the parties have affixed their signature this 10th day of October, 2023

AUSTIN EDUCATION ASSOCIATION

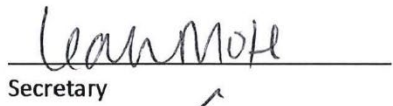
INDEPENDENT SCHOOL DISTRICT NO. 492

By: 

President

By: 

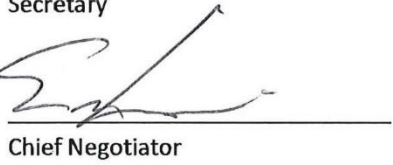
Chair

By: 

Secretary

By: 

Clerk

By: 

Chief Negotiator

By: 

Chief Negotiator

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COMMUNITY EDUCATION ADDENDUM

- A. Inclusion In The Bargaining Unit:
Teachers employed within a community education program and in a position requiring a license from the PELSB shall only be included in the AEA if they work more than fourteen (14) hours per week.
- B. Seniority and Continuing Contract Rights:

Section 1. Definition and Eligibility: This article applies to all Early Childhood Family Education (ECFE) and Adult Basic Education (ABE) teachers who work more than fourteen (14) hours/week and meet the definition provided in Section 2. of this article.

Section 2. Statutory Consideration: Pursuant to [M.S. 122A.26](#), an ECFE teacher who teaches in an ECFE program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, [M.S. 122A.26](#) specifically provides that such licensure shall not be considered to bring such an ECFE teacher within the definition of a teacher for purposes of [M.S. 122A.40, Subd. 1](#). An ABE teacher is not included in the definition of teacher for purposes of [M.S. 122A.40, Subd. 1](#).

Section 3. Probationary Period: The probationary period of ECFE/ABE teachers shall be three (3) school years of continuous service. During the probationary period, the School District may nonrenew the contract of any ECFE/ABE teacher as it sees fit, and the teacher shall not have access to the grievance procedure of this Master Agreement to challenge the non-renewal.

Section 4. Seniority: Separate seniority lists for all ECFE and ABE teachers will continue on the Community Education Seniority List for Certified Staff. ECFE and ABE teachers shall earn seniority in the School District from their original date of employment in the ECFE and ABE programs once they pass the probationary period. For purposes of layoff and recall, seniority rights may only be exercised within the particular categories, namely ECFE and ABE teachers. A teacher in one (1) of these two (2) categories shall have no seniority rights in the other category.

Section 5. Hours of Service: Recognizing the unique and irregular nature of the ECFE and ABE program, the hours of service and duty day shall be assigned by the School District and modified from time to time, based upon the needs of the program, as recommended by the Community Education Director. The duty year for ECFE and ABE teachers shall be from August 1 to June 30. Any job outside of these dates shall be posted as a new position.

Prior to July 1st of each year, all ECFE and ABE teachers shall be notified, in writing, of the hours of their employment for the upcoming school year.
- C. Salary Schedule:
For certified Community Education teachers, the hourly rate of pay shall be based on degree (BA/BS or MA) and years of teaching experience. Years of experience will be determined at the discretion of the School District.

2023-2024

	BA	BA+15	BA+30	BA+45	MA
Step 1 (yr 1 - yr 3)	\$ 28.46	\$ 29.41	\$ 30.37	\$ 31.33	\$ 32.26
Step 2 (yr 4 - yr 7)	\$ 29.32	\$ 30.30	\$ 31.31	\$ 32.27	\$ 33.25
Step 3 (yr 8+)	\$ 30.28	\$ 31.26	\$ 32.26	\$ 33.24	\$ 34.24

2024-2025

	BA	BA+15	BA+30	BA+45	MA
Step 1 (yr 1 - yr 3)	\$ 29.46	\$ 30.44	\$ 31.43	\$ 32.43	\$ 33.39
Step 2 (yr 4 - yr 7)	\$ 30.35	\$ 31.37	\$ 32.40	\$ 33.40	\$ 34.42
Step 3 (yr 8+)	\$ 31.34	\$ 32.35	\$ 33.39	\$ 34.41	\$ 35.44

- D. Preparation Time:
 - a. Teachers in the ECFE and School Readiness Program will receive preparation time equal to a minimum of twenty (20) minutes for each instructional hour with children/families in those programs. Teachers in the Adult Education Programs will receive preparation time equal to a minimum of twenty (20) minutes for each hour of instruction.
 - b. Teachers in the ECFE, School Readiness Program, and Adult Education Programs will receive additional curriculum planning time as follows:

- i. 1–15 hours worked per week: Earn 1 additional hour of planning time
- ii. 16-30 hours worked per week: Earn 2 additional hours of planning time
- iii. 31-40 hours worked per week: Earn 3 additional hours of planning time

E. Health and Hospitalization Insurance and Dental Insurance:

For certified Community Education teachers working thirty (30) or more hours per week, single health and hospitalization insurance coverage will be provided to the teacher. The monthly cost to the teacher for single health and hospitalization insurance coverage will be the same as all other teachers in the unit.

For certified Community Education teachers working thirty (30) or more hours per week, family dental insurance coverage will be offered to the teacher. The monthly cost to the teacher for family dental insurance coverage will be the same as all other teachers in the unit.

F. Sick Leave:

Certified Community Education teachers will earn one sick leave day per month of work in Community Education. One day of sick leave will equal to the number of hours they work on average in one day.

A teacher may use sick leave benefits for absences due to an illness or injury to the teacher or their child (which includes stepchild, biological, adopted and foster children). Up to a maximum of five (5) sick leave days per year may be used for a teacher's parents (step), spouse and adult children (step). Also, up to a maximum of three (3) sick leave days per year may be used for sick family members as listed: sister (step), brother (step). The teacher may provide documentation of the medical need to be absent. Per Minnesota statute, a teacher may use his/her sick leave for dependent children over the age of eighteen (18).

G. Paid Time Off (PTO):

At the beginning of each school year, a Community Education teacher shall be credited with four (4) days of PTO to be used as the teacher chooses, as long as the request meets the guidelines as set forth in this article. A PTO day shall be computed as the average number of hours each day a teacher works. PTO shall be approved, at the discretion of the building administrator, only upon submission of a signed form within three (3) days of the teacher taking the time, setting out the dates claimed for PTO. In cases where PTO is used because of a personal or family emergency, the request shall be filed by the teacher as a matter of responsibility immediately following the absence.

PTO shall not be used on parent-teacher conference days or on pre-school workshop days. The number of teachers on PTO shall not exceed one (1) on any given day. Under no circumstances shall the building administrator's decision to grant personal leave in excess of one (1) teacher listed or to grant personal leave on any of the parent-teacher conference days or preschool workshop days be construed as establishing a past practice or prejudice the School District's right to enforce such restrictions at its discretion. PTO days shall not accumulate.

H. Only the provisions contained in this addendum or referenced below apply to Community Education teachers employed in a position requiring a license. All other provisions are excluded from all terms and conditions of this Agreement, except as contained in this addendum and/or specifically included by reference.

I. Employees working less than 192 days throughout the school year shall receive the following holidays: January 1, Thanksgiving Day, December 25, Floating Holiday.

The following articles of this Agreement are included by reference:

- ARTICLE 1: Agreement
- ARTICLE 2: Recognition of Exclusive Representative
- ARTICLE 4: School District Rights and Obligations
- ARTICLE 5: AEA Rights and Obligations
- ARTICLE 6: Payroll Deductions
- ARTICLE 7: H payroll periods
- ARTICLE 10: Special Assignments
- ARTICLE 11: Student Teachers
- ARTICLE 13: Mileage Reimbursement and Travel Time
- ARTICLE 22: Professional Development
- ARTICLE 31: Jury Duty or Testifying Under Subpoena
- ARTICLE 24: Assaults of Teachers

ARTICLE 35: Meet and Confer

ARTICLE 36: Grievance Procedure

ARTICLE 37: Conformity to Law

ARTICLE 38: Duration and Date of Agreement

The following provisions contained in this addendum or referenced below apply to Community Education teachers employed at half time (.5 FTE) or greater in a position requiring a license. All other provisions are excluded from all terms and conditions of this Agreement, except as contained in this addendum and/or specifically included by reference.

ARTICLE 20: Tax Deferred Matching Funds Plan 403 (B)

ARTICLE 30: Leave for Death of Any Member of the Immediate Family

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Schedule A - TEACHERS' COMPENSATION SCHEDULE

Effective for the 2023/2024 School Year

The following schedule shall not be considered as mandatory or binding upon the School District or as entitling any teacher to the amount mentioned except for the school year 2023/2024 unless and until the same has been specifically fixed by the School District. Said schedule consists of salary or salary and annuity contributions as agreed upon.

Year One

Step	BA	BA+15	BA+30	BA+45	MA	MA+30	MA+6TH
1	\$ 43,360	\$ 44,561	\$ 46,165	\$ 47,983	\$ 49,810	\$ 51,590	\$ 53,116
2	\$ 45,063	\$ 46,355	\$ 48,075	\$ 50,046	\$ 52,021	\$ 53,913	\$ 55,483
3	\$ 46,773	\$ 48,156	\$ 49,987	\$ 52,126	\$ 54,229	\$ 56,228	\$ 57,863
4	\$ 48,483	\$ 49,957	\$ 51,895	\$ 54,168	\$ 56,434	\$ 58,553	\$ 60,196
5	\$ 50,191	\$ 51,753	\$ 53,814	\$ 56,225	\$ 58,648	\$ 60,871	\$ 62,611
6	\$ 50,191	\$ 51,753	\$ 55,816	\$ 58,371	\$ 60,926	\$ 63,264	\$ 65,104
7			\$ 56,933	\$ 61,239	\$ 63,923	\$ 66,372	\$ 68,304
8				\$ 65,287	\$ 68,145	\$ 70,757	\$ 72,819
9				\$ 68,096	\$ 71,078	\$ 73,801	\$ 75,951
10	\$ *64,838	\$ *66,979	\$ *69,746	\$ 72,579	\$ 77,625	\$ 80,486	\$ 82,800

- Credit notations for lanes are shown as quarter credits. Semester credits will be multiplied by a factor of 1.5 for calculation purposes and conversion to this schedule (i.e. semester credits x 1.5 = quarter credits). See ARTICLE 8, paragraph A.
- Shaded areas on the Salary Schedule represent lane advancement limits. See ARTICLE 7, paragraph D.
*Grandfathered employees only.

CAREER INCREMENT:

Upon completion of fifteen-(15) years of service in the bargaining unit, teachers will receive a lumpsum payment of \$550 annually on the last paycheck of the regular school year.

Upon completion of twenty-(20) years of service in the bargaining unit, teachers will receive a lumpsum payment of \$750 annually on the last paycheck of the regular school year.

Upon completion of twenty-five (25) years of service in the bargaining unit, teachers will receive a lump-sum payment of \$1000 annually on the last paycheck of the regular school year.

Schedule B - TEACHERS' COMPENSATION SCHEDULE

Effective for the 2024/2025 School Year

The following schedule shall not be considered as mandatory or binding upon the School District or as entitling any teacher to the amount mentioned except for the school year 2024/2025 unless and until the same has been specifically fixed by the School District. Said schedule consists of salary or salary and annuity contributions as agreed upon.

Year Two

Step	BA	BA+15	BA+30	BA+45	MA	MA+30	MA+6TH
1	\$ 44,500	\$ 45,007	\$ 46,627	\$ 48,463	\$ 50,308	\$ 52,106	\$ 53,647
2	\$ 45,514	\$ 46,819	\$ 48,556	\$ 50,546	\$ 52,541	\$ 54,452	\$ 56,038
3	\$ 47,241	\$ 48,637	\$ 50,487	\$ 52,647	\$ 54,771	\$ 56,790	\$ 58,442
4	\$ 48,968	\$ 50,456	\$ 52,414	\$ 54,710	\$ 56,998	\$ 59,138	\$ 60,798
5	\$ 50,693	\$ 52,271	\$ 54,352	\$ 56,787	\$ 59,234	\$ 61,479	\$ 63,237
6	\$ 50,693	\$ 52,271	\$ 56,374	\$ 58,955	\$ 61,535	\$ 63,897	\$ 65,755
7			\$ 57,502	\$ 61,852	\$ 64,562	\$ 67,036	\$ 68,987
8				\$ 65,940	\$ 68,826	\$ 71,464	\$ 73,547
9				\$ 68,777	\$ 71,789	\$ 74,539	\$ 76,710
10	\$ *67,107	\$ *69,323	\$ *72,187	\$ 75,120	\$ 80,342	\$ 83,303	\$ 85,698

- Credit notations for lanes are shown as quarter credits. Semester credits will be multiplied by a factor of 1.5 for calculation purposes and conversion to this schedule (i.e. semester credits x 1.5 = quarter credits). See ARTICLE 8, paragraph A.
- Shaded areas on the Salary Schedule represent lane advancement limits. See ARTICLE 7, paragraph D.
*Grandfathered employees only.

CAREER INCREMENT:

Upon completion of fifteen-(15) years of service in the bargaining unit, teachers will receive a lumpsum payment of \$550 annually on the last paycheck of the regular school year.

Upon completion of twenty-(20) years of service in the bargaining unit, teachers will receive a lumpsum payment of \$750 annually on the last paycheck of the regular school year.

Upon completion of twenty-five (25) years of service in the bargaining unit, teachers will receive a lump-sum payment of \$1000 annually on the last paycheck of the regular school year.

Schedule C - SPECIAL ASSIGNMENT SCHEDULE

Effective for the 2021-2023 School Years

(Base group salary to equal 10% of MA+30, step 7, of the Teacher Compensation Schedule)

A. Extra-Curricular Schedule

Subd. 1. Schedule. The salaries set out in Schedule C shall be part of this Agreement.

Subd. 2. Create, Abolish, or Leave Vacant. The School District will discuss changes to Schedule C with the AEA, including creation, abolishment, and plans to leave vacant any extracurricular assignment before changes are made. Placement on the current schedule will be mutually agreed upon between the School District and the AEA.

B. Athletic/Activity Category Rationale

In developing the salary schedule for Schedule C, the following criteria were used to establish and maintain equity in compensation:

1. Time involved
2. Level of complexity
3. Preparation time of the coach/director outside of practice or activity time
4. Number of participants
5. Potential of student injury
6. Equipment and facility

		2023-2024	2024-2025
Group 1	100%	\$ 6,637.00	\$ 6,703.00
Group 2	86%	\$ 5,708.00	\$ 5,765.00
Group 3	67%	\$ 4,447.00	\$ 4,491.00
Group 4	63%	\$ 4,181.00	\$ 4,223.00
Group 5	55%	\$ 3,650.00	\$ 3,687.00
Group 6	52%	\$ 3,451.00	\$ 3,486.00
Group 7	44%	\$ 2,920.00	\$ 2,949.00
Group 8	39%	\$ 2,589.00	\$ 2,615.00
Group 9	35%	\$ 2,323.00	\$ 2,346.00
Group 10	28%	\$ 1,858.00	\$ 1,877.00
Group 11	23%	\$ 1,526.00	\$ 1,541.00
Group 12	17%	\$ 1,128.00	\$ 1,139.00
Group 13	11%	\$ 730.00	\$ 737.00

Schedule C ATHLETICS

2023-2025

<u>Austin High School</u>	<u>Ellis Middle School</u>	<u>IJ Holton School</u>	<u>Elementary Schools</u>
Group 1	Group 8		
Head Basketball	Basketball		
Head Dance	Gymnastics		
Head Football	Swimming		
Head Hockey	Wrestling		
Head Swimming	Football		
Head Wrestling	**Athletic Director		
Head Volleyball			
Head Gymnastics	Group 10		
	Baseball		
Group 2	Cross Country Boys		
Head Baseball	Cross Country Girls		
Head Cross Country Boys	Dance		
Head Cross Country Girls	Golf		
Head Soccer	Softball		
Head Softball	Soccer		
Head Track	Tennis		
	Track		
Group 3	Volleyball		
Head Adaptive Bowling			
Head Cheerleading	Group 11		
Head Weight Room	Assistant to Group 8		
Head Golf	All Grade 6 Sports		
Head Tennis			
Varsity Assistant to Group 1	Group 12		
	Assistant to Group 10		
Group 4			
Varsity Assistant to Group 2			
B Squad Group 1			
Head Diving			
Group 5			
B Squad Group 2			
Group 7			
C Squad (9 th Grade)			
Group 8			
Varsity Assistant to Group 3			
Cheer Assistant			
Gymnastics Spotter			
Group 11			
***Head Coach – Summer Opportunity			

**Schedule C ACTIVITIES
2023 - 2025**

<u>Austin High School</u>	<u>Ellis Middle School</u>	<u>IJ Holton Intermediate School</u>	<u>Elementary Schools</u>
Group 2	Group 9	Group 4	Group 7
Head Debate	Play Director	Intramural Coordinator	2 Grade Classroom
FFA			
	Group 10	Group 9	
Group 5	GT Coordinator	Drama Advisor	Group 10
Austinian			School Leadership Team
	Student Support Group A	Group 10	Gifted & Talented Leader
Group 6	Screaming Eagle/Yearbook		
Band	School Leadership Team	GT Coordinator	Group 11
			PBIS Coach
Choir	Group 11		
Orchestra	Art Club	WORD	Group 12
Head Speech	PBIS Coach	School Leadership Team	Student Council
Student Council		Group 11	Safety Patrol
Sentinel	Group 12	PBIS Coach	
	Student Support Group B		Group 13
Group 8	Math League	Group 12	Drama Tech
Debate Assistant	Speech	Student Council	Fall Play
Drama Director (3 Act)	Student Council	Strings	Robotics
**Drama Director	Science Olympiad	Band	Math Masters
Mock Trial	Band		Spring Play
Robotics	Choir	Group 13	
	Strings	Robotics	
Group 9	Music Ensemble (3 positions)	Math Masters Robotics	
Art Club	Robotics	Tech Club Math Masters	
One Act Director		Video Production Club Tech Club	
Go Green Club	Group 13	Video Production Club	
Skills USA	Chess Club		
	Homework Supervisor		
Group 10	Drama Tech		
Math League	Music Coach		
GT Coordinator	Math Masters		
School Leadership Team	Table Tennis		
	Stock Market		
	National Jr Honor Society		

Schedule C ACTIVITIES

2023-2025

<u>Austin High School</u>	<u>Ellis Middle School</u>	<u>IJ Holton School</u>	<u>Elementary Schools</u>
Group 11			
Austinaires			
Marching Band (Fall – Min. 6 events)			
Marching Band (Summer – Min. 6 events)			
Pep Band			
Speech Assistant			
Youth Leadership			
AFS			
MAAP Stars			
National Honor Society			
Prom Coordinator			
ALC Student Council			
Group 12			
Chamber Strings			
Prom Assistant			
CHOICE			
Key Club			
Asst Marching Band (2 positions– Min. 6 events)			
Science Olympiad			
Boys Volleyball			
Group 13			
Chess Club			
Diversity Club			
Drama Technician (Musical)			
Knowledge Bowl			
Music Coach (Musical)			
Table Tennis			
Stock Market			
Asst Science Olympiad			
Pep Band Assistant			
Robotics Assistant Coach			

** per season (Fall, Winter Spring)

*** See HS Athletics Director for qualifications.

Schedule C General 2023-2025
Group 9
National Board Certification
Certificate of Clinical Competency
Group 11
District Curriculum Leaders
Doctoral Stipend (Defined as PhD, ED.D, Psych D)
Group 12
Doctoral Stipend – those members holding a JD (law degree) prior to hire date of 6/30/03 only
School Psychologists and SLP Internship Supervisor
Curriculum Writing
\$30.00 per hour for both years of the contract
Extra Classes (Overload)
1/6 of participating teacher’s base salary in a six (6) or seven (7) period day

SCHEDULE D

TEACHER CONTRACT
Independent School District No. 492
Austin, Minnesota

The School Board of Independent School District No. 492, Austin, Minnesota, enters into this agreement with _____, a legally qualified teacher, who agrees to serve in the following position: _____ F.T.E., _____ teacher at _____ School.

Witness, that beginning on or about _____, the above named teacher shall faithfully perform the services prescribed by the School Board or its designated representative, and abide by the rules and regulations as established by the School Board during the life of this contract for the annual salary indicated below; and that said teacher agrees to teach in the schools of said district in such places, grades, and subjects as shall be designated by said School Board, subject to appropriate certification of said teacher by the Minnesota Department of Education.

Pursuant to M.S. 122A.40, this contract shall remain in full force and effect except as modified by mutual consent of the School Board and teacher or unless terminated as provided by said statute; it being understood that this contract is subject to all state laws relevant in any way to the qualification and employment of teachers and to the power and right of a school board to discharge for cause pursuant to statutory authority.

Pursuant to M.S. 120A.42, school will be conducted according to the calendar established by the School Board.

_____, _____ year experience.

Teacher's Salary: _____, (\$ _____) payable as authorized.

Signed by Teacher

Date

Independent School District No. 492
STATE OF MINNESOTA

Signed by School Board Chair

Signed by School Board Clerk

MEMORANDUM OF UNDERSTANDING

To: Tom Compton, President, Austin Education Association
Tom Compton, Chief Negotiator

From: Sue Stark, Director of Human Resources


Subject: AEA Meeting Schedule – 2023-2024 and 2024-2025 School Year

Date: July 1, 2023

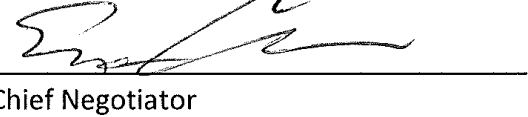
This Memorandum of Understanding is entered into by the parties for the purpose of providing for two (2) Wednesdays per month for AEA meetings.

The parties agree that, for the 2023-2024 and 2023-2024 school years, one (1) Wednesday of each month will be available at the end of the work day,. The AEA will notify the School District of said schedule at the beginning of each school year. The parties also agree that a short AEA meeting will follow regular staff meetings at each building site. The School District agrees that it will make every effort to avoid the AEA-delineated Wednesday of each month for School District-scheduled meetings that involve AEA members and allow for a short AEA meeting following regular teacher meetings at each building site.

Austin Education Association



President

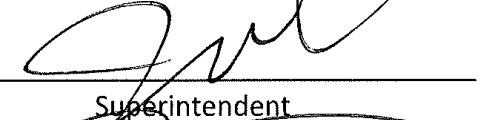


Chief Negotiator

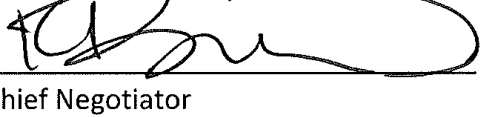
10-10-23

Date

Austin Public Schools – ISD #492



Superintendent



Chief Negotiator

10.10.23

Date

MEMORANDUM OF UNDERSTANDING

To: Tom Compton, President, Austin Education Association
Tom Compton, Chief Negotiator, Austin Education Association

From: Sue Stark, Director of Human Resources, ISD 492

Date: July 1, 2023

Re: Presidential Release Time

This Memorandum of Understanding is entered into by the undersigned parties to establish the parameters regarding AEA Presidential Release Time. In order to increase cooperation and collaboration, the President of the AEA shall be entitled to one (1) instructional period of release and one (1) supervisory period of release if a teacher at the Middle School or the High School. If the President of the AEA is a teacher at the intermediate or elementary level, the AEA and the School District will work together to create a schedule that will accommodate the necessary presidential release.

The AEA and the School District will establish expectations for this program which may include the following:

Mentorship

- Actively participate in the teacher mentorship program, working alongside the Director of Human Resources, the Director of Educational Services, and any other designee of the Superintendent
- Work with the School District designee on a successful teacher evaluation model that best suits the School District
- Be available for district level workshops on creating a successful on boarding program

Communication

- Attend School District administrative meeting
- Meet with the Director of Human Resources bi-weekly
- Meet with the Superintendent monthly
- Proactively schedule building visits for the purpose of being:
 - Available to instructional staff to build communication and cooperation
 - Available to building principals to build communication and cooperation

Collaboration

- Meeting with building leaders and AEA building representatives, as needed, to help foster communication and cooperation across the School District.
- Convene regular monthly meetings with the AEA Presidents Council
- Meeting with the Vice President of the AEA, the Superintendent, the Director of Human Resources, and other relevant personnel:
 - to help build continuity between the School District and AEA membership.
 - to seek ways of on-going cooperation and problem solving.

This memorandum will expire June 30, 2025 unless extended by mutual agreement. The AEA will be responsible for \$3 per member for the costs of this program. The parties agree that this agreement shall not be precedent setting or constitute a past practice. Furthermore, this agreement constitutes the entire agreement between the parties relating to Presidential Release Time for the AEA President. No other oral or implied agreements have been made.

Austin Education Association



President



Chief Negotiator

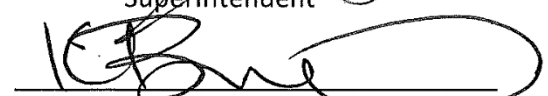
10-10-23

Date

Austin Public Schools – ISD #492



Superintendent



Chief Negotiator

10.10.23

Date

MEMORANDUM OF UNDERSTANDING

To: Tom Compton, President, Austin Education Association
Eric Kossoris, Chief Negotiator, Austin Education Association

From: Sue Stark, Director of Human Resources, ISD 492

Date: July 1, 2023

Re: CEO

This Memorandum of Understanding is entered into between the Austin Independent School District No. 492 (the District) and the Austin Education Association (the Exclusive Representative), the parties are interested in changing Article 14, Working Hours, Section A. of the parties' 2021-2023 collective bargaining agreement.

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

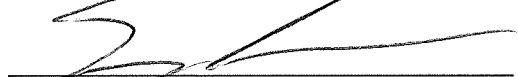
- 1) The program needs for the CEO program dictate that educational opportunities for students be operated at different times of the day and evening. Successful implementation of this program necessitates flexible scheduling. For the purposes of FTE calculation, the CEO program director position will be considered a .5 FTE position. The staff member accepting this position will be responsible for determining, organizing and meeting the needs of the CEO program.
- 2) This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
- 3) This agreement does not set any precedent for any future issue.

All provisions of the 2023-2025 collective bargaining agreement shall remain in full force and effect.

Austin Education Association



President



Chief Negotiator

10-10-23

Date

Austin Public Schools - ISD #492



Superintendent



Chief Negotiator

10.10.23

Date

MEMORANDUM OF UNDERSTANDING

To: Tom Compton, President, Austin Education Association
Eric Kossoris, Chief Negotiator, Austin Education Association

From: Sue Stark, Director of Human Resources, ISD 492

Date: July 1, 2023

Re: School Readiness Teachers and Rate of Pay

This Memorandum of Understanding is entered into between the Austin Independent School District No. 492 (the District) and the Austin Education Association (the Exclusive Representative), the parties are interested in changing Community Education Addendum. of the parties' 2023-2025 collective bargaining agreement.

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

- 1) The Community Education Addendum, Section C, will be revised to read: For certified Community Education Teachers, the hourly rate of pay shall be based on degree (BA/BS and MA) and years of teaching experience. Years of teaching experience will be determined at the discretion of the district. For those who are teaching in the School Readiness Program, they will be paid the same salary as their K- 12 colleagues as long as the Voluntary PK program grant money is available and Austin Public Schools has been awarded a grant.
- 2) If the funding should stop for the Voluntary PK program, School Readiness teachers will be paid on the Community Education Salary Schedule. This is found in Section C of the Community Education Addendum.
- 3) This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
- 4) This agreement does not set any precedent for any future issue.

All provisions of the 2023-2025 collective bargaining agreement shall remain in full force and effect.

This memorandum will expire June 30, 2025 or if the School Readiness funding is no longer available unless extended by mutual agreement. The parties agree that this agreement shall not be precedent setting or constitute a past practice. Furthermore, this agreement constitutes the entire agreement between the parties relating to School Readiness teachers being placed on the salary schedule. No other oral or implied agreements have been made.

Austin Education Association



President



Chief Negotiator

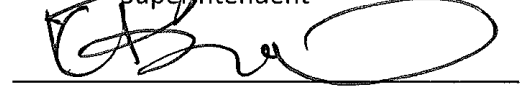
10-10-23

Date

Austin Public Schools – ISD #492



Superintendent



Chief Negotiator

10.10.23

Date

MEMORANDUM OF UNDERSTANDING

E-Learning

WHEREAS, Independent School District No. 492, Austin (“District”) and the Austin Education Association (“AEA”) are parties to a 2023-2025 collective bargaining agreement (“CBA”); and

WHEREAS, the District has authorized the use of E-Learning;

NOW, THEREFORE, the AEA and District agree to follow Minnesota State statute 120A.414. Staff are also encouraged to utilize E-Learning days for collaboration with peers and building administration.

This Memorandum of Understanding will remain in effect for the 2023-2025 contract.

This Memorandum of Understanding contains the full and complete agreement between the parties relative to the subject matter addressed herein. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding and is authorized to sign on behalf of the party he or she represents.

Austin Education Association



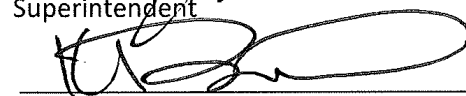
President

Dated: 10-10-23

Independent School District No. 492



Superintendent



Chief Negotiator

Dated: 10.10.23

MEMORANDUM OF UNDERSTANDING


This Memorandum of Understanding is entered into by the Austin Education Association (Union) and Independent School District No. 492 (District), the Union and the District are referred to collectively as the "Parties". The purpose of this MOU is to clarify the parameters between the parties for teachers providing instruction in the District's Austin Online Academy program.

Therefore, the parties agree to the following:

- 1) The definition of "Online Academy teaching" is any mode of teaching other than face to face that uses any type of electronic means to deliver instruction between the teacher and the student.
- 2) Teachers will be assigned to teach online classes by mutual agreement between the district and the teacher.
- 3) The parties agree to adhere to the guidelines set forth by the Minnesota Department of Education for online instruction.
- 4) Individual class sizes for an online class will be limited to 40 students for any one class.
- 5) Teachers who teach an online class will not be assigned a supervisory period.
- 6) No teachers will be assigned to teach in dual modes (face to face and online) simultaneously.
- 7) The district will provide all hardware, software and internet access for any online classes to be conducted.
- 8) This agreement shall be effective through the duration of the 2023-2025 contract cycle. The parties further agree to review this agreement at the end of the 2023-2024 school year for possible revisions by mutual agreement.

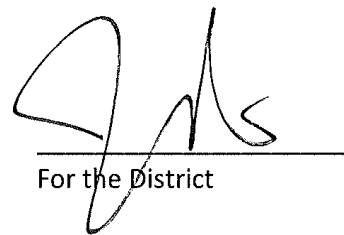
This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

All provisions of the parties 2023-2025 collective bargaining agreement shall remain in full force and effect.



For the Union

10-10-23
Date



For the District

10/10/23
Date

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Austin Education Association (“Union”) represents teachers employed by the Austin Public Schools (“District”); and

WHEREAS, the District and the Union have entered into a collective bargaining agreement effective July 1, 2023, through June 30, 2025 (“Master Agreement”); and

WHEREAS, the District and the Union are clarifying teacher work time prior to the start of the school year; and

WHEREAS, the parties wish to enter into this Memorandum of Understanding (“MOU”);


NOW, THEREFORE, the parties stipulate and agree as follows:

For the 2024-2025 school year, the district will designate 20 contract hours throughout the back-to-school professional development days as teacher work time.


- Eight hours, in one day, will be designated as teacher work time
- Twelve additional hours will be designated as teacher work time scheduled in no less than one-hour increments.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 10th day of October 2023.

For Austin Education Association:

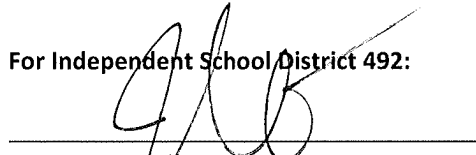


 President



 Chief Negotiator

For Independent School District 492:



 Superintendent

Dated: 10-10-23

Dated: 10-10-23

MEMORANDUM OF UNDERSTANDING

LETRS Reading Instruction Training Stipend
July 1, 2023 - June 30, 2025

This Memorandum of Understanding ("MOU") is entered into between the Austin Independent School District No. 492 ("District") and the Austin Education Association ("AEA"). The District and the AEA are collectively referred to as "the parties" and each individually as "a party."

The Minnesota Department of Education (MDE) is endorsing teacher training for LETRS, a reading instruction training. This training is being offered as a staff development option and is not required training through Austin Public Schools. The District believes that this training will make a significant difference in how our reading instruction happens. The District proposes the following pay for any teacher choosing to take this training:

Upon completing each unit, the teacher can submit a copy of the unit certificate and receive a \$375 payment.

Both parties agree that this Memorandum of Understanding addresses an unusual set of circumstances and does not set a precedent or create a past practice.

By signing below, the parties agree to the above-described understanding.

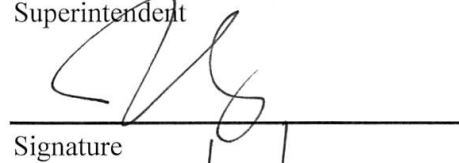
For Austin Education
Association:



Signature

Dated: 8-16-23

For Independent School District
492:
Superintendent



Signature

Dated: 8/17/23

Director of Human Resources



Signature

Dated: 08/16/2023