# Master Agreement 

between

Independent School District No. 241
Albert Lea, Minnesota
and the

## Albert Lea Education Association

July 1, 2021 through June 30, 2023
ARTICLE I
PURPOSE ..... PAGE 3
ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE ..... PAGE 3
ARTICLE III
DEFINITIONS ..... PAGE 3
ARTICLE IV
ASSOCIATION RIGHTS ..... PAGE 3
ARTICLE V
SCHOOL DISTRICT RIGHTS ..... PAGE 5
ARTICLE VI
MEET AND CONFER ..... PAGE 5
ARTICLE VII
LENGTH OF SCHOOL YEAR ..... PAGE 5
ARTICLE VIII
HOURS OF SERVICE PAGE 6
ARTICLE IX
BASIC COMPENSATION ..... PAGE 8
ARTICLE X
GROUP INSURANCE ..... PAGE 11
ARTICLE XI
LEAVES OF ABSENCE ..... PAGE 16
ARTICLE XII
PAID TIME OFF ..... PAGE 21
ARTICLE XIII
403(b) MATCHING CONTRIBUTION PLANS ..... PAGE 22
ARTICLE XIV
VACANCIES ..... PAGE 23
ARTICLE XV
DEPARTMENT CHAIRSPERSONS ..... PAGE 23
ARTICLE XVI
UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY ..... PAGE 24
ARTICLE XVII
TEACHER EVALUATION ..... PAGE 26
ARTICLE XVIII
TEACHER RESIGNATIONS AND RETIREMENTS ..... PAGE 26
ARTICLE XIX
TEACHER RIGHTS AND DISCIPLINE ..... PAGE 26
ARTICLE XX
MISCELLANEOUS ..... PAGE 27
ARTICLE XXI
GRIEVANCE PROCEDURE ..... PAGE 28
ARTICLE XXII
ECFE/ABE TEACHERS ..... PAGE 31
ARTICLE XXIII
DURATION ..... PAGE 33
SCHEDULE A ..... PAGE 35
SCHEDULE B PAGE 36
SCHEDULE C ..... PAGE 37
ATTACHMENT A ..... PAGE 40

## ARTICLE I PURPOSE

Section 1. Parties: THIS MASTER CONTRACT IS entered into between the school district of Independent School District No. 241, Albert Lea, Minnesota (hereinafter referred to as the school board or school district) and the Albert Lea Education Association, Ed MN - NEA - AFT (hereinafter referred to as the association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the term of this Contract.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes the Albert Lea Education Association, EM-NEA, as the exclusive representative of teachers employed by the school district of Independent School District No. 241, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Contract.

## ARTICLE III <br> DEFINITIONS

Section 1. Teacher: "Teacher" when used herein shall refer to persons employed by the school district in a position for which the person must be licensed by the State Board of Education, but excluding the following: superintendent, assistant superintendents, principals and assistant principals who devote more than fifty percent (50\%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, including elementary supervisors and secondary supervisors, essential employees, daily substitute teachers who do not replace the same teacher for more than thirty $(30)$ consecutive days in a single school year, and such other employees as excluded by law.

Section 2. School Board: Any reference to school board or school district in this Contract shall mean the school board or its designated officials.

Section 3. Director: Director shall mean the Director of the Bureau of Mediation Services.

Section 4. Other Terms: Terms not defined in this Contract shall have those meanings as defined in the P.E.L.R.A.

## ARTICLE IV <br> ASSOCIATION RIGHTS

Section 1. Request for Dues Check Off: Teachers shall have the right to dues check off for the association, pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the association during the period provided in said authorization. Pursuant to such authorization, the
school district shall deduct one-twenty fourth (1/24) of such dues from the bi-monthly salary check of the teacher each month for twenty-four (24) pay periods beginning in September and ending in August of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following September.

Section 3. Remitting to the Association: With respect to all dues deducted by the school district, the school district shall remit to the association within five (5) calendar days from each date of deduction, the total amount deducted, accompanied by the list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the association. The association agrees to advise the school district of all members of the association in good standing and from time to time furnish information needed by the school district to fulfill the provisions of this Article, and not otherwise available to the school district.

Section 4. Association Representative: Duly authorized representatives of the association shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school activities. Any non-employee representative of the association will contact the building office upon entering the building.

Section 5. Buildings and Facilities: The association shall have the same rights to such usage of school buildings and facilities as is permitted by school district policy relating to any other private organization, and subject to the right of the school district to assess charges for such usage consistent with the policies relating to private organizations.

Section 6. School District Equipment: The association shall have the right to use, subject to school district policy, typewriters, duplicating and calculating equipment, and all types of audio visual equipment, at reasonable times, when such equipment is not otherwise in use. The association agrees to pay reasonable costs for materials and supplies incident to such use.

Section 7. Bulletin Boards: The school district shall provide reasonable bulletin board space in each building for use by the association in areas not normally accessible to students.

Section 8. School Mail: The association shall have the right to reasonable use of the school district mail service, e-mail and teacher mail boxes to communicate with teachers in quantities which do not interfere with the regular school mail operation.

Section 9. Public Records: The school district agrees to make available to the association all public records required to be kept by the school district according to law.

Section 10. Remitting of TSA Funds: The school district shall remit tax shelter annuity funds to the carriers within seven (7) calendar days following the second payday of each month or within seven (7) calendar days after receipt of the premium notice, whichever is later.

Section 11. Association Leave: The association will be granted a total of 120 hours of paid leave per year for individuals to conduct association business upon approval of the association President. Leave by association members for negotiations and/or mediation sessions with the District or when acting as a member rights representative shall not be deducted from the 120 hours total association leave. The association shall reimburse the school district the cost of a substitute teacher for each day of association leave that is used, if
one is hired. The association agrees to notify the teacher's immediate supervisor and district administration by e-mail at least three (3) days prior to the use of any association leave, whenever possible. The district will submit an invoice to the association for the cost of substitute teachers. Beyond the 120 hours, members of the association shall be granted paid leave to conduct association business when authorized by the union president and approved by the district, provided the absence does not interfere or interrupt normal school operations.

## ARTICLE V

## SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: Pursuant to the P.E.L.R.A., the parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All management rights and management functions not expressly delegated in this Contract are reserved to the school district.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

## ARTICLE VI <br> MEET AND CONFER

Section 1. Meetings: The school district and the association shall designate representatives to meet and confer on educational policies and other mutually agreed upon related topics and to make reports and recommendations to the association and the school district. Said meetings shall be held as often as agreed upon, and may be requested by either the school district or the association.

Section 2. Topics: Students, parents, teachers, school administrators and board members may suggest topics for consideration at such meetings.

## ARTICLE VII LENGTH OF SCHOOL YEAR

## Section 1. Teacher Duty Days:

Subd. 1. The school district shall, prior to April 1 of each school year, establish student days and teacher duty days for the coming school year, and the teacher shall perform services on those days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school, and pursuant to such authority has determined to conduct school. Representatives of the association and school district shall meet and confer on the calendar prior to its adoption by the school district. The length of the school year for teachers
shall consist of 186 duty days, excluding teacher convention days and including student days, orientation and workshop days and in-service training days, as determined by the school district.

Subd. 2. The school district may require three (3) additional duty days for newly employed teachers during their first year of employment in addition to the regular 186-day duty year. In such case the added days shall be determined by administration in consultation with the Learning Team. Newly employed teachers will be paid a stipend of $\$ 250$ on the first available pay period following the completion of the three days.

## Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of an energy shortage, severe weather, or other exigency, the school district reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other days(s) in lieu thereof as the school board or its designated representative shall determine, if any. Teachers shall not be required to report for duty when school is closed because of said exigencies.

Subd. 2. In the event of an order by authorized federal or state authority, the school district may modify the duty day or duty week to place the school district in compliance with such federal or state order, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but total weekly hours not more than the regular five (5) day week.

Subd. 3. The school district shall endeavor to make up days lost before the end of the school year as set forth in the calendars. If it is necessary to extend the school year beyond the date established by the calendar, the make-up days will be full, consecutive weekdays immediately following the regular school year.

Subd. 4. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling make-up days pursuant to Subd. 1 hereof, the school district and the association shall meet and confer on such matters. In the event the association declines to meet and confer, the school district reserves the right to proceed.

## ARTICLE VIII HOURS OF SERVICE

Section 1. Basic Day: The teachers' basic day, inclusive of lunch, shall be eight (8) hours. The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building shall be designated by the Superintendent.

Section 2. Additional Activities: In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the teacher basic day to attend to those matters requiring their attention, including consultation with parents, faculty meetings, open houses, curriculum meetings and in-service meetings.

Section 3. Student Contact Time: A teachers' student contact time will be in accordance with the following:

Subd. 1. Elementary teachers exclusive of prep, and lunch but inclusive of passing time, before and after school hallway supervision time shall not exceed 330 minutes during a teachers' basic school day.

Subd. 2. Middle School teachers exclusive of prep, lunch and team meetings, but inclusive of passing time, before and after school hallway supervision time shall not exceed 335 minutes during a teachers' basic school day.

Subd. 3. High School teachers exclusive of prep, lunch and team meetings, but inclusive of passing time, before and after school hallway supervision time shall not exceed 345 minutes during a teachers' basic school day.

Subd. 4. Teachers' in grades 6-12 may be assigned a supervisory assignment that would not total more than the amount of time allotted for an instructional period or prep time.

Section 4. Duty Free Lunch: Except in cases of emergency, teachers shall have a twenty-five (25) minute duty free lunch period.

Section 5. Preparation Time: The School district will provide each teacher a duty free preparation time during the student day. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher's preparation time during the day. Within the student day, elementary teachers will receive 50 minutes of preparation time. Secondary teachers (grades 6-12) will receive 5 minutes of preparation time for every 25 minutes of instruction; this does not apply to overload assignments. Where possible, it is preferred that minutes be in one block of time; if not, it would be divided into no more than two uninterrupted blocks of the day.

Section 6. End of Teacher Workday: Teachers shall be expected to remain in their buildings until the end of the regular teacher workday, or beyond as needed as per Sections 1 and 2 above. However, on those days preceding holidays or vacation and on Fridays, teachers may leave following departure of the students.

Section 7. Part-Time Teachers: For part-time teachers, the total work day shall be prorated and concurrent. This amount of time will be determined by the percentage of their teaching assignment. That is, part-time teacher will receive the equivalent rate of pay, leaves of absence, preparation time and supervisory assignment as it relates to the teaching assignment (. 5 FTE teaching assignment would receive .5 of the above mentioned conditions).

## Section 8. Traveling Teachers:

Subd. 1. Time spent in required travel shall not be considered preparation time or lunch time. Traveling teachers will have their supervisory time eliminated and may have their instructional time reduced to accommodate required travel.

Subd. 2. Teachers without supervisory time will be given a minimum of 25 minutes to travel to their new site. Exceptions to this would be teachers traveling between Southwest and Sibley and/or between the High School and the ALC who will be given a minimum of 15 minutes of travel time.

Section 9. Extra Assignments: The school district may assign teachers to teach extra assignments, to include overload assignments. An overload is defined as an extra period of instruction as determined by the building schedule. Such assignments shall be given to continuing contract teachers. In the event that no continuing contract teacher consents, then extra assignments may be offered to teachers with at least three (3) years of previous teaching experience in other districts in a particular area of licensure. Such assignments shall not be made without the consent of the teacher. These assignments shall be reimbursed at a rate equivalent to their salary divided by the number of instructional periods per semester for the duration of the assignment. An extra period assignment, if any, shall be in lieu of a supervisory assignment or prep time by mutual agreement between the ALEA and the District.

Section 10. Area Learning Center (ALC): The ALC may be different from the K-12 system. Program needs dictate educational opportunities for students at different times of the day and evening. Programmatic needs of the different curriculum of the ALC necessitate flexible scheduling. The administration will work with the teachers within the ALC and an ALEA representative in developing teaching schedule assignments which will take in account individual concerns and preferences to the extent possible. A teachers' work week will not exceed 40 hours.

Section 11. Voluntary Pre-Kindergarten (VPK): Teachers in Voluntary Pre-Kindergarten will be assigned 360 minutes of student contact time to meet the required time determined by MDE.

Section 12. Exceptions: All exceptions to this Article must be agreed upon by the ALEA and the Board.

## ARTICLE IX BASIC COMPENSATION

Section 1. Rates of Pay. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Contract for the 2021-2022 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Contract for the 2022-2023 school year. Teachers shall advance one step on the Salary Schedule A for the 2021-2022 school year and shall advance one step on Salary Schedule B for the 2022-2023 school year. If negotiations for a successor contract are not completed at the commencement of the 2022-2023 school year, a teacher shall be compensated according to the step placement as of June 30,2023 until such time that a successor contract is executed. The school district may withhold a salary increase for just cause, the withholding of which shall be subject to the grievance procedure.

Section 2. Extra Compensation. The school board or its designated representative may assign a teacher to extracurricular, co-curricular, or other assignments subject to established compensation for such services and subject to the provisions of this section.

Subd. 1. Assignments for duties covered by this section shall be made by letter of assignment, together with a recitation of the compensation to be paid for said assignment during the term of the assignment. Said assignments and compensation may or may not be a part of the teacher's continuing contract under M.S. 122A.40, but shall not be construed to be a part of the continuing contract unless expressly so indicated in the letter of assignment.

Subd. 2. A compensated extracurricular assignment beyond the basic school day shall not be made without the agreement of the teacher. Teachers intending to resign their extra duty assignments for a subsequent school year will be required to tender their resignation prior to March 1 of the prior school year. However, the school district is not obligated to accept any resignations that would cause a turnover rate among extracurricular assignments of more than ten percent (10\%) in any single school year. Such written notice of resignation may not be required by the school district if the resignation is mutually agreed upon.

Subd. 3. A teacher will not be involuntarily assigned to extra duty positions listed in Schedule C, Paragraph III, "Other Instructional Allowance", and Paragraph IV, "Extra Duty Allowance".

Subd. 4. Notwithstanding the provisions of this section, the school district may make involuntary extra duty assignments in the case of the senior high band and senior high journalism to the senior high band and senior high journalism teachers.

Subd. 5. The rates of extra compensation for teachers involved in extra duty assignments are set forth in Schedule C which is attached to and is a part of this Contract. Such rates of compensation shall remain in effect for the designated periods.

Subd. 6. Teachers shall be paid current pro-rated sub pay rate when additional students are added to their regular class due to the district's inability to hire a qualified sub.

Subd. 7. Periodic Staffing Adjustments. Effective January 1, 2022, licensed staff who are in noninstructional roles and are asked to serve as a floating teacher will be paid for one hour per diem. If they have to travel, they will be paid mileage to and from their base building.

## Section 3. Salary Schedule Advancement K-12 Teachers:

Subd. 1. All course work and/or accredited Master's Degree programs proposed to be taken by a teacher to apply to one of the salary advancement levels must be approved by the Superintendent of Schools or his designee prior to registration for the course, whenever practicable. The course work to be approved must be (1) graduate credits with at least a grade of "C" or equivalent, (2) applicable towards an advanced degree, (3) in the teaching field, or education courses required in the program for an advanced degree.

Subd. 2. Credits to be considered on the salary schedule must be earned at an accredited college or university and must be earned subsequent to the granting of a particular degree.

Subd. 3. Credits shall not be considered for advancement on the salary schedule if taken more than seven (7) calendar years prior to the specific date of application for lane change.

Section 5. Lane Changes: A transcript of qualified credits must be submitted to the Superintendent's office. New pay rate is effective within thirty days of receipt of the transcript.

## Section 6. Recognized Experience:

Subd. 1. Licensure. For all future openings in the professional teaching staff the school district agrees to hire only licensed teachers holding acceptable licenses issued by the Minnesota Department of Education.

Subd. 2. Outside Teaching Experience. A teacher new to the school system shall be granted up to six (6) years outside teaching experience in a duly accredited school toward initial placement on the salary schedule. A new teacher may be granted more than six (6) years of outside teaching experience if in fact that teacher has actually had such experience. No new teacher may be placed on a higher step on the salary schedule than is appropriate to their actual teaching experience.

Subd. 3. Non-Teaching Work Experience. A teacher new to the school system may be granted up to twelve (12) years of non-teaching work experience at the discretion of the school district. Two (2) years of non-teaching work experience shall be equated as one (1) year of teaching experience, if the school district accepts the non-teaching work experience as qualifying.

Subd. 4. Interpretation. It is the intention of Subds. 2 and 3 above to guarantee, but not limit, initial placement of the salary schedule up to and including the seventh (7th) step, if the criteria in the applicable portions of Subds. 2 and 3 are met.

Subd. 5. Year of Experience. A year of teaching experience shall be construed to mean a minimum of 120 actual teaching days within the same school year.

Section 7. Payroll Deductions. All deductions for partial absences will be made on the basis of an eight (8) hour day and a forty (40) hour week. The daily rate for purposes of calculating deductions, will be $1 / 186$ (fraction) of the annual basic salary of the teacher.

## Section 8. Pay Days:

Subd. 1. The amount of a teacher's semi-monthly salary check shall be determined by the basic annual salary divided by twenty-four (24). Any compensation for extra duty assignments as an instructional overload shall be paid over ten (10) installments during the semester of the extra duty assignment.

Subd. 2. Compensation for extra duty of a seasonal nature shall be paid in a lump sum at the end of such duty or, upon the written request of the teacher involved, one-half $(1 / 2)$ in the middle of the season and the balance the first payday following completion of the activity.

Subd. 3. Teacher salary checks shall be paid semi-monthly on the fifth and twentieth day of each month.

Subd. 4. Credit Recovery, targeted services, extended school year and curriculum work shall be paid on the 5th and 20th of each month for services rendered in the previous month.

Section 9. Mileage Reimbursement: Mileage shall be paid to teachers who are assigned more than one school for travel at the maximum rate allowable by the IRS.

Subd. 1. Before school from their base school to the assigned school.

Subd. 2. As required during the school day.

Subd. 3. After school from their assigned school to their base school.

Subd. 4. Mileage at the maximum rate allowable by the IRS shall be paid to teachers for the use of their personal cars for field trips or other business of the school district.

Subd. 5. A minimum of $\$ 1.00$ per trip shall be paid on any day that mileage is earned.

Subd. 6. Teachers shall maintain a minimum of $\$ 100,000$ per person and $\$ 300,000$ aggregate per occurrence or a single limit of $\$ 300,000$ of liability insurance protection on their personal vehicles when such vehicles are used for school district purposes.

Section 10. Extended Employment: Teachers employed by the school district beyond the regular school year, except for summer school teachers, shall receive three (3) weeks at regular pay and seventy-five percent (75\%) of their regular rate for the remaining weeks.

Section 11. Substitute Teachers: Prep-time substitute teachers shall be compensated at their per diem hourly rate.

Subd. 1. With the prior approval of the building principal, special education teachers and/or case managers who attend scheduled IEP meetings during their prep-time shall be compensated at \$25 (twenty-five dollars) per hour.

Subd. 2. Teachers who agree to plan for a colleague on FMLA, due to the district's inability to hire a long-term substitute, shall receive compensation at the curriculum writing rate of pay for such planning and preparation for one hour each day. Pay will only be granted with prior approval of the building principal. The building principal will review the planning and preparation work prior to submission for payment.

Section 12. Part-Time Teachers: Except as otherwise provided in this Agreement, part-time teachers, defined as a teacher employed less than an average of ten (10) hours per week and less than 100 days per year, shall be compensated at a rate not less than the current school district policy.

Section 13. CCC Licensure: Any licensed staff who maintains a current CCC license shall receive an annual stipend of \$1,500.00 plus reimbursement of re-licensing fee.

Section 14. Teacher Transfers: When a teacher is required by the District to move from one classroom to another, they will be paid $\$ 100$ (one-hundred dollars) per move.

## ARTICLE X <br> GROUP INSURANCE

Section 1. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the high
deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Eligible health expenses will be paid from the Flexible Spending Account (FSA) first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 4, Subdivision 2 of the Article.

Section 2. Benefits Provided Through The VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan:

## THE HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES

Section 3. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the school district. Administrative fees allocable to the individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees shall be paid by the account. Administrative fees allocable to the individual accounts of retirees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

## Section 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

Subd. 1. Contributions to the Active Employees' Plan: The school district will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying bargaining unit members in accordance with the following schedule:

A dollar amount of $\$ 1,200.00$ for each qualified employee who elects single coverage under the group health plan described in subd. 2 of this Section.

A dollar amount of $\$ 2,400.00$ for each qualified employee who elects family coverage under the group health plan described in subd. 2 of this Section.

The contribution will be made the first week of the new VEBA Plan year.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in subdivision 2 below.

Subd. 2. Health Plans: The district shall make available three health plans to all qualified bargaining unit members and eligible retirees who elect to participate. The school district shall
contribute $\$ 1,010.45$ toward the monthly premium cost for single group health coverage. Every year thereafter any increase in the premium for lowest deductible single insurance coverage under the health plan provided for under this Section shall be paid as follows:

1. All premium increases not in excess of $7.5 \%$ shall be paid by the district.
2. Any increase in excess of $7.5 \%$ but not greater than $15 \%$ shall be paid through payroll deduction by the employee.
3. Any increase in insurance premiums that exceeds $15 \%$ shall be shared equally by the district and the employee.

All increases in district contributions toward health insurance premiums will be added to the previous year's district contributions to establish the new dollar amount from which the current year's increases will be added according to the formula. District contributions toward single and family insurance premiums may be applied toward any health plan premiums offered by the district.

Subd. 3. Employees choosing family insurance coverage will receive a school district contribution of $\$ 600.00$ for the 2021-22 contract year and $\$ 600.00$ for the 2022-23 contract year, plus the single contribution stated in subd. 2 above toward the monthly premium cost for family group health coverage.

Subd. 4. Married Couples. Members of the bargaining unit who are married and both employed by the district shall be eligible to apply the individual coverage referred to in Subdivision 2 of this Section of the non-covered spouse.

Subd. 5. Dental Insurance. The school district will offer one or more dental insurance plans for eligible employees and their legal dependents. The entire cost of coverage will be at the employee's expense.

Section 5. Eligibility: Teachers who are regularly employed an average of at least fourteen (14) hours per week and 100 days per year shall be eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. New employees shall be eligible for insurance coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the school district complete necessary processing, including enrollment cards. Teachers employed for a lesser period of time as outlined herein, and substitute teachers, shall not be eligible for benefits as contained in this Article.

ESTABLISHMENT OF VEBA WITH POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT
Section 6. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all eligible retirees. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c) (9) of the Internal Revenue Code.

Section 7. Benefits Provided Through the VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan:

## THE POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

Section 8. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

## Section 9. Employer Contributions to the Postretirement Health Care Savings Arrangement for Employees Hired Before July 1, 2012:

Subd. 1. Employer Contributions to Postretirement Health Care Savings Plan:
The school district will make an annual contribution to individual accounts under the Postretirement Health Care Savings Arrangement for eligible retirees in accordance with the following schedule:

A dollar amount, equal to $\$ 1,200.00$ for each eligible employee.
The contribution will be made the first week of the new VEBA Plan year.
Subd. 2. Health Plans: The school district shall make available three health care plans to all eligible bargaining unit members and eligible retirees who elect to participate in said plan. With respect to eligible retirees, the school district shall contribute an amount not to exceed the total annual contribution that employees would have received on June 30 of the last year of their active employment for single health coverage. The total annual contribution includes the contribution to the eligible retirees Postretirement Health Care Savings Arrangement referred to Section 4., Subd. 1., plus the District's monthly contribution towards single coverage.

## Subd. 3. Eligibility:

1. A teacher who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or a teacher who becomes medically disabled between such ages will receive an amount equal to the district insurance contribution as provided in Section 4, Subd. 2 \& 3 hereof, into the district sponsored Postretirement Health Care Savings Plan.
2. A teacher who retires prior to age 55 and is at least 50 years of age at the time of retirement shall be eligible for participation in the Postretirement Health Care Savings Plan, provided that the employee will pay all premiums by making arrangements with the school district business office to pay the monthly premiums on such date determined by the school district.
3. Dependent coverage, if desired, must be paid by the teacher by making arrangements with the school district business office to pay the monthly premiums on such date as determined by the school district. The right to participation in the Postretirement Health Care Savings Plan and school district contribution, however, will discontinue upon the teacher being eligible for Medicare/Medicaid.

## Section 10. Employer VEBA Contributions for Post-Retirement Health Care for Employees Hired on or After July 1, 2012: Retiree Only VEBA

Subd. 1. The district will contribute $\$ 1,200.00$ per year to the individual's VEBA account in lieu of current district contributions for post-retirement health insurance. Contributions would begin after three (3) successful years as a teacher in the district (starting with the fourth [ $4^{\text {th }}$ ] contract).

Subd. 2. Eligible employees must wait until retirement to access their Retiree Only VEBA.

## INCOME PROTECTION

Section 11. Income Protection. Also known as Long Term Disability Compensation. The school district shall provide an income protection insurance plan that will pay all teachers two-thirds (2/3) of their salary with a maximum of $\$ 5833 /$ month after a 120 day waiting period. Such plan will provide coverage for psychological or physical disability. Benefits received there under will be reduced by any amount payable through Worker's Compensation, primary Social Security, State Compulsory Disability Plan and any other group disability insurance plan.

## LIFE INSURANCE

## Section 12. Life Insurance:

Subd. 1. The school district shall provide $\$ 75,000$ (double indemnity and dismemberment) of group term life insurance convertible at age 75 , to all eligible teachers. There will be a reduction of life insurance benefits at age 75 per policy.

Subd. 2. The school district will make arrangements with the insurance carrier so that an employee can purchase an additional $\$ 75,000$ of life insurance at the employee's own expense.

## OTHER INSURANCE

Section 13. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy under the provisions of this Master Contract and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 14. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all school district participation and contribution shall cease, effective on the last paid working day, except an employee who completes a full school year shall be eligible for school district contributions for twelve (12) months of coverage (September through August). However, a terminated employee may continue coverage in the group plan, at the employee's expense, pursuant to Minnesota Statutes 62A.16-62A. 17.

Section 15. Eligibility: Teachers who are regularly employed an average of at least fourteen (14) hours per week and 100 days per year shall be eligible for school district contribution provided in Section 1 (Medical-Hospitalization Insurance) hereof. Those teachers who are regularly employed at least an average of twenty (20) hours per week and at least 100 days per year shall be eligible for the benefits contained in Section 12 (Life Insurance), and only those teachers who are employed at least twenty (20) hours per week and at least 100 days per year shall be eligible for the benefits provided in Section 11 (Income Protection). New employees shall be eligible for insurance coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the school district complete necessary processing, including enrollment cards. Teachers employed for a lesser period of time as outlined herein, and substitute teachers, shall not be eligible for benefits as contained in this Article.

## Section 16. Insurance Benefits-Early Retirees-Medically Disabled:

Subd. 1. A teacher who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or a teacher who becomes medically disabled between such ages, shall continue to be eligible for participation in the medical-hospital insurance plan and the school district shall pay the individual premium contribution as provided in Section 4, Subd. 2 hereof, for such insurance. In addition, the school district shall continue to provide the employee with $\$ 10,000$ of the group life insurance as provided in Section 3 hereof.

Subd. 2. A teacher who retires prior to age 55 and is at least 50 years of age at the time of retirement shall be eligible for participation in the medical-hospital insurance plan and \$10,000 of group life insurance coverage as provided in Section 3 hereof, provided that the employee will pay all premiums by making arrangements with the school district business office to pay the monthly premiums on such date determined by the school district.

Subd. 3. Dependent coverage, if desired, must be paid by the teacher by making arrangements with the school district business office to pay the monthly premiums on such date as determined by the school district. The right to participation in the school district group medicalhospitalization insurance plan and school district contribution, however, will discontinue upon the teacher being eligible for Medicare/Medicaid.

## ARTICLE XI LEAVES OF ABSENCE

Section 1. Disability Leave: When personal illness or injury prevents a teacher's attendance at school and the performance of his/her duties, the teacher shall be granted leave according to the following:

Subd. 1. Each teacher at the start of the school year shall receive 96 hours of disability leave proportionate to their FTE or length of school year they are teaching. This 96 hours shall be used prior to using any previously accumulated disability hours. Disability leave can be used for absence caused by illness, physical disability, or safety leave issues, including domestic abuse, sexual assault, and stalking of the teacher, legally-dependent children, and immediate family. "Immediate family" means teacher's adult child, spouse, sibling, parent, mother-in-law, father-inlaw, grandchild, grandparent, stepparent, or any person living in the same household. For purposes of this section, "child" includes stepchild and biological, adopted, and foster child. For
the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild. If statutes pertaining to disability leave are revised; to include its use or eligibility, this provision of the contract will also reflect the revised statute/s.

Subd. 2. Unused disability leave shall accumulate to the maximum credit of 1264 hours of disability leave per teacher. The school district shall furnish to each teacher an account of his/her total disability leave credit at the beginning of each school year. Disability leave hours shall not accumulate during a period of time when a teacher is on unpaid leave or long-term disability.

Subd. 3. Disability leave shall be granted only through approval of the requesting teacher using the district designated absence program (currently defined as AESOP). The school district may require medical verification of the illness or injury before approving disability leave pay.

Subd. 4. When a teacher is injured on the job while in the service of the school district and collecting Worker's Compensation insurance as well as drawing disability leave and receiving full salary from the school district, their salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued disability leave.

Subd. 5. At the time a teacher becomes eligible to receive long-term disability compensation as provided in Article X, Section 11 of this agreement, such teacher shall no longer be eligible for any disability leave pay pursuant to this section as long as such teacher continues on long-term disability compensation.

Section 2. Extended Leave: A teacher who is unable to teach because of illness or injury and who has exhausted all disability leave credit available, or has become eligible for long-term disability insurance, shall, upon request, accompanied by a doctor's written statement, be granted a medical leave of absence, without pay, up to one (1) year. The school district may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

## Section 3. Bereavement Leave:

Subd. 1. Bereavement leave shall be granted for a death of a family member. Said leave will be deducted from disability leave. For purposes of this section, family member is defined as the teacher's spouse, parent, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, aunt, uncle, nephew, niece or any person living in the same household.

Subd. 2. The particular amount of leave allowed under Subd. 1 hereof is subject to the discretion of the superintendent, or designee.

Subd. 3. Request for such leave shall be made using the district designated absence program (currently defined as AESOP).

Section 4. Military Leave: Military leave shall be granted to a teacher pursuant to M.S. Chapter 192 and other applicable laws.

Section 5. Jury Duty: A teacher called for jury duty or under subpoena, not self-incurred, to give testimony in a court of law, shall be granted leave and shall receive their regular school pay, less any money received as compensation for the performance of such obligation. For purposes of this section, subpoena shall be deemed to be self-incurred if the employee or the teacher organization of which he/she is a member is the moving party in the litigation.

Section 6. Parenting Leave: Parenting Leave shall be granted according to Minnesota Statute 181.941.

Subd. 1. A teacher shall submit a written application for parenting leave to the school district at least 30 days prior to the commencement of said leave.

Subd. 2. Parenting Leave will commence on the date to be agreed upon between the teacher and the school district. The leave will include a commencement date and a return date.

Subd. 3. The school district agrees to give the teacher up to one (1) year parenting leave without pay.

Subd. 4. Following the Parenting Leave, the teacher, in accord with the return date in the leave, shall be reinstated to their original position or to a position of like status and pay.

Section 7. Sabbatical Leave: A teacher with a minimum of seven (7) consecutive years' service in the school district may be granted a sabbatical leave according to the following terms and conditions:

Subd. 1. Written application must be made to the school district prior to April 1 of the school year preceding the intended sabbatical leave. Such application shall state the nature of the leave, including the place and course of study.

Subd. 2. The school district shall notify the teacher of an approved sabbatical leave not later than May 1.

Subd. 3. An approved sabbatical leave shall be for one (1) year, during which time the teacher shall be considered to be employed by the school district and shall be paid fifty percent (50\%) of his/her annual base salary and all fringe benefits of which he/she is entitled.

Subd. 4. Upon return from a sabbatical leave a teacher shall be restored to his/her former position or a position of like nature and shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the school district during such period. Graduate credits earned while on sabbatical leave may be used to advance on the salary schedule.

Subd. 5. A teacher granted a sabbatical leave must return to the school district for a minimum of two (2) years' service following the sabbatical leave or compensate the school district for the pay received while on such leave.

Subd. 6. No more than one percent (1\%) of the teaching staff may be placed on sabbatical leave during any school year.

## Section 8. General Leaves of Absence:

Subd. 1. Teachers with a minimum of two (2) years of experience in the school district may apply for an unpaid leave of absence subject to the provisions of this section.

Subd. 2. Such leave may be granted by the school district for: 1) professional growth, 2) exchange teaching programs, 3) adoption, 4) child care leave, and 5) other reasons deemed appropriate by the school district.

Subd. 3. The granting of such leave is solely within the discretion of the school district.

Subd. 4. The school district shall notify the teacher of an approved leave no later than thirty (30) days after submission of their application.

Subd. 5. The teacher who is granted a leave of absence must notify the superintendent by April 1 the year he/she is on leave to indicate his/her intention of coming back to the system. The teacher will return to a position for which he/she is licensed.

Subd. 6. If the general leave is granted for bonafide professional growth purposes, the teacher shall be placed on the salary schedule upon return to the school district in the same position as he/she would have been had the teacher taught in the school district during said period of the leave.

Subd. 7. Request for such leave shall be made in writing to the superintendent who shall present such request to the school board for action.

Section 9. Insurance Application: A teacher on unpaid leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district.

Section 10. Experience Credit: A teacher on unpaid leave under this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she has accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 11. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leave of absence.

Section 12. Eligibility: Teachers who are employed an average of at least ten (10) hours per week and at least 100 days per year shall be eligible for benefits under this Article. Those teachers employed less than an average of at least ten (10) hours per week and at least 100 days per year, and substitute teachers, shall not be eligible for the benefits of this Article.

## Section 13: Disability Leave Reserve

Subd. 1. General Provisions

1. The Disability Leave Reserve will be administered by the School District. The ALEA Executive Council will make recommendations for distribution from the disability leave reserve.
2. The reserve is not allowed to go into a deficit.
3. Employees who are not part of the teacher bargaining unit will not be eligible to donate to or draw from the disability leave reserve.
4. This is a voluntary program for employees who are within the teacher bargaining unit.
5. The School District's decisions relating to the administration and implementation of the disability leave reserve are not subject to the grievance procedure contained in the teacher collective bargaining agreement.

Subd. 2. Donations to the Disability Leave Reserve

1. The enrollment period for making donations to the disability leave reserve will be October 1st-15th and February 1st-15th.
2. Initial enrollment in the reserve requires a donation of 16 hours of disability leave.
3. Teachers will have an additional opportunity to donate disability leave if the disability leave reserve hits a minimum of 160 hours.
4. Teachers may annually donate a minimum of eight (8) and a maximum of forty (40) disability leave hours. Teachers shall indicate on a form provided by the Union the number of disability leave hours to be donated by the teacher. These forms shall be provided by the Union to the appropriate School District official at the close of the enrollment periods specified in Section 1, Subd. 2. The School District official will make the appropriate changes in accumulated disability leave.

Subd.3. Use of Disability Leave Reserve Hours

1. A teacher must donate annually to continue to participate in the disability reserve bank, unless the association waives the annual donation due to a surplus of hours.
2. New teachers are not eligible to draw from the disability leave reserve until he or she completes one full school year of employment. (Examples: (1) A teacher hired at the start of the 2021-2022 school year could first draw from the reserve during the 20212-2023 school year. (2) A teacher hired to start on March 1, 2021 could first draw from the reserve during the 2022-2023 school year.)
3. A teacher must expend all of his or her available personal and disability leave before he or she is eligible to draw from the disability leave reserve.
4. A teacher is eligible to draw from the disability leave reserve if he or she has a serious health condition, as defined by the Family and Medical Leave Act. Up to 30 days ( 240 hours) of leave may also be used to care for an immediate family member (defined as the teacher's spouse or child) with a condition that meets the definition of serious health condition under the FMLA. The teacher must provide documentation establishing that the immediate family member has such a condition. If the 30 days ( 240
hours) are used and the condition persists, a teacher may reapply once for up to an additional 30 days ( 240 hours).
5. It is the eligible teacher's responsibility to indicate on a form provided by the Union the number of disability leave reserve hours he or she seeks to draw from the disability leave reserve.
6. The Union shall timely forward this form to the appropriate School District official, who will make the appropriate changes in accumulated disability leave.
7. In no instance shall a teacher be allowed to draw from the disability leave reserve once the teacher has qualified for LTD or is eligible to return to work.
8. In the event eligible teachers seek to draw more hours from the disability leave reserve than are available, the hours shall be granted to the individual teachers based on the order in which the teacher applied for and was granted the hours. (Example: Teacher A applies for and is granted the use of 200 hours, leaving 100 hours in the reserve. Teacher B subsequently applies for 160 hours. Assuming no further donations to the reserve, Teacher A remains eligible to draw all 200 hours and Teacher B would be eligible to draw the remaining 100 hours.)

## ARTICLE XII <br> PAID TIME OFF (PTO)

## Section 1. Paid Time Off (PTO)

Subd. 1. A teacher shall be granted four (4) days of paid time off (PTO) each school year, nonaccumulative, to be used at the discretion of the teacher and subject to the limitations as provided below:

Subd. 2. The following limitations shall apply:
A. Three (3) staff members or $7.5 \%$ of the total staff in each building, whichever is greater, may be absent on any given day except those who teach exclusively at the Area Learning Center which will remain at a maximum of one.
B. Such day may only be taken during the first ten (10) duty days and last ten (10) duty days with prior approval of the Superintendent or designee. Such day may not be taken on conference days.
C. Building limitations do not include staff not needing a sub.

Subd. 3. The limitations as provided herein may be waived by exception at the sole discretion of the school district. For situations that arise requiring the teacher's emergency attention which cannot be attended to when school is not in session, the limitations in subd. 2 shall be waived.

Subd. 4. For every hour of PTO time left unused at the end of the school year, a teacher shall receive equal number of hours of pay at their per diem rate, to be paid by June $20^{\text {th }}$ of that year.

Subd. 5. Requests for paid time off (PTO) must be made in writing to the building principal at least five (5) days in advance, except in events of emergency.

Subd. 6. In the event of a weather or other emergency and an eLearning Day is scheduled, PTO days, disability days and other leaves will continue as requested unless the building principal or principal's designee is notified by the teacher prior to 6:30 a.m.; or by adjusting in the district's designated absence program such as Frontline by the teacher prior to 6:30 a.m.

## ARTICLE XIII 403(b) ANNUITY MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: The School District will make a contribution to a state-approved 403(b) annuity matching contribution plan, in accordance with Minn. Stat. 356.24, as amended, for each teacher who is employed an average of at least ten (10) hours per week and at least 100 days per year, provided that:
A) The teacher has at least three years of teaching experience in the Albert Lea School District, as defined in Article IX, Section 6, Subd. 5 of this agreement.
B) The teacher has authorized at least a matching contribution to a 403(b) annuity matching contribution plan, to be paid by payroll deduction, with equal contributions each pay period.
C) A teacher shall notify the School District in writing by no later than June 1 each year of her/his intention to participate in this 403(b) annuity matching contribution plan and the amount of their contribution to go into effect July 1 of the same year. In addition, a teacher shall notify the School District in writing by no later than December 1 each year of her/his intention to modify their 403(b) contribution effective January 1. Such participation shall continue from year to year at the specified amount unless the teacher notifies the School District to the contrary.

## Section 2. Amount of the School District's Matching Contribution:

## Subd. 1. Teachers who have completed 3-10 years of service:

A) Teachers who have at least three (3) but less than eleven (11) years of teaching experience in the Albert Lea School District shall be eligible for an annual School District matching contribution of up to four percent (4\%) of their salary for the school year and thereafter.
B) For purposes of this Section, a teacher's salary is defined as salary schedule placement, and shall NOT include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

## Subd. 2. Teacher who have completed 11 or more years of service:

A) Teachers who have eleven (11) or more years of teaching experience in the Albert Lea School District shall be eligible for an annual School District matching contribution of up to six percent (6\%) of their salary for the school year and thereafter.
B) For purposes of this Section, a teacher's salary is defined as salary schedule placement, and shall NOT include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

## ARTICLE XIV VACANCIES

Section 1. Posting: Teachers will be notified of permanent vacancies within the bargaining unit posted on the district website. Teachers wishing voluntary transfer shall apply in writing to the School District by use of the employee application system (Applitrack). For purposes of this Article, a vacancy shall exist when an additional teacher is to be permanently assigned to a building.

Section 2. Notice: Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned and date by which the application is to be returned. Vacancies shall not be filled in less than one (1) week from the date of posting except in the case of an emergency. Postings after the end of the school year shall be posted "open until filled" until October 1 of the subsequent school year.

Section 3. Limitation: Whenever practicable, involuntary transfers shall be made prior to June 1.

Section 4. Involuntary Transfers: Teachers shall receive a written statement of the reasons for the involuntary transfer.

## ARTICLE XV <br> DEPARTMENT CHAIRPERSONS

Section 1. Designation: Elementary K-5 Curriculum Coordinators, Secondary Curriculum Coordinators, K12 Curriculum Managers and High School Department Chairpersons shall be designated as needed by the School District. The responsibilities of Elementary K-5 Curriculum Coordinators, Secondary Curriculum Coordinators, K-12 Curriculum Managers and High School Department Chairpersons are described in appropriate job descriptions.

Section 2. Application: All teachers designated as Curriculum Managers, K-12 Curriculum Managers or High School Department Chairpersons shall be assigned a regular teaching load and shall be eligible for an annual stipend (Year 1/Year 2) as follows:

Subd. 1. Elementary teachers designated as K-5 Curriculum Coordinators shall receive an annual stipend of $\$ 1,787 / \$ 1,787$ and may request release from classroom duties for up to nine (9) days per year for planning and coordinating responsibilities.

Subd. 2. Middle School and senior high school teachers designated as Curriculum Coordinators will receive an annual stipend of $\$ 1,190 / \$ 1,190$ and will not be assigned a period of supervisory duty.

Subd. 3. Curriculum Coordinators may be designated to lead a team comprised of more than one subject area.

Subd. 4. Teachers designated as K-12 Curriculum Managers will receive an annual stipend of \$4,169/\$4,169.

Subd. 5. High School teachers designated as High School Department Chairpersons will receive an annual stipend of $\$ 1,190 / \$ 1,190$ and will not be assigned a period of supervisory duty.

Section 3. Multiple Positions: Any High School teacher that fills the positions of High School Department Chairperson and Secondary Curriculum Coordinator will receive both stipends and will not be assigned a period of supervisory duty.

## ARTICLE XVI <br> UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

Section I. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which shall constitute the required plan for ULA because of discontinuance of position.

Section 2. Definition: For purposes of this Article, "teacher" means those member of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1. A probationary teacher, upon acquiring continuing contract status, shall have a seniority date relating back to the first day of continuous service as a probationary teacher.

## Section 3. Unrequested Leave of Absence (ULA)

Subd 1. Terms: The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed; A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher contracted in a Tier 3 or Tier 4 license in the District. Such leave of absence shall continue for a period of up to three (3) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent's office by April 1 on the year of ULA, a written statement requesting reinstatement. Section 4. Seniority:

Subd 1. "Seniority" applies only to Tier 3 and Tier 4 teachers and commences with date of hire as a Tier 3 or Tier 4 licensed teacher in the District. Tier 1 and Tier 2 teachers will not have seniority for the purpose of this Article.

Subd. 2. Seniority Lists: Seniority shall be comprised of those continuing contract teachers who are regularly contracted for regular teaching assignments at VPK-12.

Subd. 3. VPK-12 Teachers: Seniority for VPK-12 teachers shall accrue to each individual continuing contract teacher from the most recent date continuous service was first rendered to Independent School District No. 241.

Section 5. Establishment of Seniority List. Each October 1, the School District shall cause a seniority list of all teachers to be prepared from its records. Seniority shall be determined by taking into consideration a teacher's date of commencement of continuous employment as set out in Section 3. Subd 1., and areas of certification, in addition, such listing shall include the information necessary to apply the tie breaking procedures set out in Section 6 hereafter. Such information shall be taken from the teacher's original application for employment in the district and lane placement records. It shall thereupon post such lists in an official place in each building in the school district. A copy of such seniority lists shall be sent to the association. A teacher who disputes his/her standing on the lists promulgated by the school district shall process a grievance pursuant to the grievance procedure.

Section 6. Ties in Seniority: In the event of staff reduction, action affecting continuing contract teachers whose most recent date or continuous employment is equal, placement on an unrequested leave of absence shall be made by applying the following criteria in rank numerical order with one (1) first:

Subd. 1. If seniority is equal, a full-time teacher shall be considered more senior than a parttime teacher.

Subd. 2. If seniority is equal, the teacher with the most total years of teaching experience shall be considered the most senior.

Subd. 3. If the total years of teaching experience are the same, the teacher having the highest lane placement on the salary schedule shall be considered the most senior.

Subd. 4. If the lane placement on the salary schedule is the same, the school district shall determine the teacher(s) to be retained on the basis of administration recommendation based upon evaluation made pursuant to Article XVII.

Section 7. Filing of Licenses: In any year in which a reduction of teaching staff is occurring, and the school district is placing teachers on un-requested leave of absence, only those licenses actually received by the Superintendent's office for filing as of March 1 of such year shall be considered for purposes of determining lay off within areas of license for the following school year. A license filed after March 1 shall be considered for purposes of recall but not for the current reduction.

## Section 8. Reinstatement:

Subd. 1. Process: Teachers placed on unrequested leave of absence must be reinstated to any available position in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence.

Subd. 2. Acceptance of Reemployment: Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within ten (10) working days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the board.

## ARTICLE XVII <br> TEACHER EVALUATION

Section 1. Evaluation: All formal evaluations of teachers shall be conducted openly and with full knowledge of the teacher concerned by an administrator of the school district. It is understood that formal evaluations of teachers shall be performed by a member of the appropriate unit. Criteria and forms used will be made available prior to the formal evaluation.

Section 2. Procedure: All formal evaluations of teachers shall be in writing using the electronic system, hereinafter referred to as the "e-system." The evaluation shall be submitted to the teacher in the esystem at the time of the personal conference or within five (5) working days after the conference. Teachers will have access to the evaluation via the e-system and will sign receipt of the evaluation via the e-system and may request paper copies at their discretion. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. All evaluations shall be based upon valid criteria.

## ARTICLE XVIII TEACHER RESIGNATIONS AND RETIREMENTS

Mid- Year Resignations: Teachers wishing to retire prior to the end of the school year must submit in writing their intent to retire a minimum of three (3) months in advance. Retirement date shall commence only at the end of the grading period.

Retirement: Teachers planning to retire at the end of the school year should be encouraged but not required to announce by April $1^{\text {st }}$ their intention to retire.

## ARTICLE XIX

TEACHER RIGHTS AND DISCIPLINE

## Section 1. Personnel Files:

Subd. 1. No materials reflecting adversely on a teacher shall be placed into the teacher's file without providing a copy to the teacher.

Subd. 2. Teachers have the right to submit responses to any and all material in their file, said responses shall become a part of the file.

Subd. 3. All materials contained in a teacher's file relating to such individual teacher shall be available for review by the teacher upon written request. The teacher shall have the right to a copy of any of the contents of the file at the teacher's expense, except as otherwise prohibited by law. Pursuant to Minn. Stat. 122A.40, subd. 19 the school district shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure as outlined in Article XXI.

Section 2. Disciplinary Action: A teacher shall be suspended without pay only for just cause. Any such action shall be subject to the grievance procedure as contained in Article XXI of this Agreement.

Section 3. Teacher Representation: A teacher subject to a disciplinary action is entitled to be represented during any stage of the proceeding by a person of the teacher's choice.

## ARTICLE XX MISCELLANEOUS

Section 1. Publication of Contracts: The school district shall provide access to copies of this Contract to all teachers now employed and hereafter employed and make available to those being considered for employment by the school district. Further, the school district shall provide fifteen (15) copies of this contract to the association for its use.

Section 2. Individual Contract: Any individual contract between the school district and the individual teacher shall be subject to and consistent with the provisions of this contract. Any individual contract hereafter executed shall be in the form provided in Attachment A.

Section 3. Executed Copies: There shall be three (3) signed copies of the final contract. For the purpose of record, one (1) to be retained by the school district, one (1) by the association, and one (1) by the superintendent.

Section 4. Required Records: Each teacher must submit and maintain the following records in the office of the superintendent.

Subd. 1. A valid teacher's license.

Subd. 2. A teacher's retirement certificate.

Subd. 3. A social security number (if on the coordinated plan).

Subd. 4. An official transcript of all college credits.

Subd. 5. This material will be kept on file in the office of the superintendent during the entire time the teacher is employed in the school system. Failure of the teacher to provide such records shall be grounds for withholding salary payment until such materials are furnished.

Section 5. Notice of Assignment: The school district shall provide each returning teacher with a notice of tentative assignment, including salary and extracurricular assignment, if any, by June 1.

Section 6. Cafeteria Plan: The school district will continue its cafeteria plan pursuant to Section 125 of the Internal Revenue Code (1986), as amended, and Section 129 of the Internal Revenue Code (1986), as amended, including a component for dependent care.

## ARTICLE XXI GRIEVANCE PROCEDURE

Section 1. Grievance Definition: "Grievance" shall mean an allegation by a teacher or the association resulting in a dispute or disagreement with the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Contract. In addition thereto, "grievance" shall include an allegation by a teacher or the association resulting in a dispute or disagreement with the school district as to the interpretation or application of rules, regulations, policies or past practices which are not within the provisions of this Contract, which grievance may be processed in the same manner as described in this Article but only to Level III. The decision of the school board with regard to any grievance of rules, regulations, policies or past practices which are not within the provisions of this Contract shall be final and neither the teacher nor the association shall be entitled to process such grievance under the arbitration provisions of this Article.

Section 2. Representative: The teacher, administrator, or school district may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. In addition thereto, the association shall be notified of any hearing at any level of this procedure and shall be entitled to present their position on any issue in dispute.

## Section 3. Definitions and Interpretations:

Subd. 1. Extension. Time limits specified in this Contract may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision(s) of this Contract or rules, regulations, policies or past practices which are not within the provisions of this Contract, allegedly violated and the particular relief sought within twenty-one (21) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The school district and the teacher or association shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I. An effort shall be made to first adjust a possible grievance informally between the teacher and/or the association and the school district's designee. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the school district's designee, setting forth the facts and the specific provisions (s) of the Contract allegedly violated and the particular relief sought. The school district's designee will give a written decision on the grievance to the parties involved within seven (7) days after receipt of the written grievance. If a grievance allegedly occurs as a result of action or inaction by the superintendent, or if the alleged grievance involves teachers in more than one building, the grievant shall initiate the grievance at Level II.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall meet to hear the grievance within seven (7) days after receipt of the appeal. Within seven (7) days after the meeting, the superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall meet to hear the grievance within fourteen (14) days after receipt of the appeal. Within seven (7) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notifies the parties of its intention to review within fourteen (14) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision. The school board shall review the decision within seven (7) days of its notice of intention to review and give notice in writing within seven (7) days to the parties involved.

Section 7. Denial of Grievance: Failure by the school board, the superintendent or the school board's designee, at the respective levels, to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the teacher and/or the association and the school district are unable to resolve any grievance involving the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Contract, such grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party and the association, and such request must be filed in the office of the superintendent within seven (7) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within seven (7) 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 P.E.R.B. to appoint an arbitrator, pursuant to Minnesota Statutes, Section 179.70, Subdivision 4, providing such request is made within fourteen (14) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the P.E.R.B. within the time period provided herein shall constitute a waiver of the grievance.

## Subd. 4. Submission of Grievance Information.

1. Upon the appointment of the arbitrator, the appealing party shall within seven (7) days after notice of appointment forward to the arbitrator, with a copy to the school board the submission of the grievance which shall include the following:
a. The issues involved.
b. Statement of the facts.
c. Position of the grievant.
d. The written documents required under Section 5 of this article.
2. The school board may make a similar submission of information relating to the grievance, such submission to be at least twenty-four (24) hours prior to the commencement of the hearing.

Subd. 5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator, provided, however, that neither party shall be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party at least twenty-four (24) hours prior to the commencement of the arbitration hearing. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties hereto.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The cost of such transcript shall be borne by the party requesting it. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of the procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in the terms and conditions of employment as defined herein and contained in this written contract, 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 procedure as outlined herein.

## ARTICLE XXII EARLY CHILDHOOD FAMILY EDUCATION AND ADULT BASIC EDUCATION TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, Early Childhood Family Education (ECFE)/Adult Basic Education (ABE) teachers who teach in an early childhood and family education or adult basic education programs, which are 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. 15 specifically provides that such licensure shall not be construed to include ECFE/ABE teachers within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1, or M.S. 122A.41, Subd. 1.

Section 2. Application of Agreement: The school district and the association recognize that the employment of ECFE/ABE teachers is unique and market driven, and accordingly, requires separate consideration in the Agreement because of this unique employment relationship.

## Section 3. Probationary Period:

Subd. 1. A newly employed ECFE/ABE teacher shall be required to serve a twelve (12) month probationary period during which the employee may be terminated by the school district at any time.

Subd. 2. The twelve (12) month probationary period may be extended upon mutual agreement of the ECFE/ABE teacher and the school district.

Section 4. Duty Day: The basic duty day will be based on hours worked (prep time and student contact time), not to exceed forty (40) hours per week. Hours will include mornings, afternoons and evenings, as assigned.

## Section 5. Leaves of Absence:

Subd. 1. Inclement Weather: After completion of the twelve-month probationary period, ECFE/ABE teachers will be entitled to reimbursement for scheduled prep time in the event of closure of school district buildings due to inclement weather. Additional prep time will not be paid in the event the cancelled class is rescheduled.

Subd. 2. General Leave: ECFE/ABE teachers will earn 1 hour of general leave for every 18 hours worked, subject to approval, to be used for employee illness, family illness, bereavement or snow days.

Each ECFE/ABE teacher shall accrue 72 hours of general leave each year. Unused leave shall accumulate to the maximum credit of 320 hours.

Subd. 3. Jury Duty: ECFE/ABE teachers called for jury duty shall receive their regular pay less any money received as compensation for jury services.

Subd. 4. Unpaid Leave: Unpaid leave requests are subject to advanced approval by the district.

Subd. 5. Holidays: ECFE/ABE teachers shall be entitled to two (2) paid holidays, which will be Christmas Day and New Year's Day.

Subd. 6. Paid Time Off: One (1) Paid Time Off day, non-accumulative. One day will be the equivalent hours of one scheduled work day as prescribed by the School District.

Paid time off (PTO) shall be used at the discretion of the employee and subject to the limitations as provided below.

1: Such day may only be taken during the first ten (10) duty days and last ten (10) duty days with prior approval of the Superintendent or designee. Such day may not be taken on conference days.

2: The limitations as provided herein may be waived by exception at the sole discretion of the school district. For situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session, the limitations in subd. 1 shall be waived.

Subd. 7. Approval and Schedule: Use of paid time off (PTO) described in this Article shall be granted only through approval of the requesting employee's supervisor using the District's required procedures, including its designated absence program, and required documentation.

Subd. 8. Separation of Employment: There shall be no payment for unused, earned Paid Time Off balances upon termination or separation of employment, for any reason, with the School District.

Section 6. Seniority: A seniority list comprised of eligible ECFE/ABE teachers who have completed their probationary period will be kept separate from the seniority list for teachers who are regularly contracted for regular teaching assignments at K-12. ECFE teachers will maintain a separate seniority list
from ABE teachers. Seniority will be based upon continuous employment as an ECFE/ABE teacher during consecutive school years, and shall be measured from the first day of actual service under the most recent period of continuous employment. For purposes of this section, an ECFE/ABE teacher shall be deemed to have had continuous employment for a school year if such ECFE/ABE teacher actually performs services for the school district on at least ninety ( 90 ) duty days.

## Section 7. Compensation Schedule:

Hourly Rates

|  | $\underline{21-22}$ | $\underline{22-23}$ |
| :--- | :--- | :--- |
| $0-300$ hours of service | $\$ 28.03$ | $\$ 28.73$ |
| $300-600$ hours of service | $\$ 29.74$ | $\$ 30.48$ |
| Over 600 hours of service | $\$ 31.46$ | $\$ 32.25$ |

ECFE/ABE teachers shall receive their regular hourly rate of pay for their contracted hours on the day(s) that they are attending workshops/conferences, plus the substitute rate of pay for the remaining hours actually spent attending, not to exceed eight (8) hours per day.

Section 8. Benefit Eligibility: ECFE/ABE teachers are eligible for benefits as described in this article only, and are not eligible for benefits detailed in other articles of this contract.

## ARTICLE XXIII

DURATION

Section 1. Term and Reopening Negotiations: This Contract constitutes the full and complete agreement between the school district and the association and shall be effective July 1, 2021 through June 30, 2023. If a new and successor contract has not been duly entered into prior to June 30, 2023, the terms of this Contract shall continue in effect pursuant to P.E.L.R.A. On or after March 1 of each odd numbered year, the parties shall initiate negotiations for the purpose of entering into a successor contract for the succeeding two-year period.

Section 2. Effect: This Contract shall supersede and take precedence over any and all rules, resolutions, regulations, practices or policies of the school district which are inconsistent with its provisions.

Section 3. Amendment: Except as provided in Section 1 above, amendment to this Contract shall be undertaken only by written mutual agreement of both parties, and shall be limited to specific sections of this Contract. Should such negotiations result in a mutually acceptable amendment of this Contract, the amendment shall be subject to ratification by the parties hereto.

Section 4. Severability: The provisions of this Contract shall be severable and if any provision thereof or the application of any provision is held contrary to law, it shall not affect any other provision of the Contract or the application thereof.

IN WITNESS WHEREOF, the parties have executed this Contract as follows:
Albert Lea Education Association Independent School District No. 241
Ed MN - NEA - AFT

| President | Chairperson |
| :---: | :---: |
| Secretary | Clerk |
| Dated: | Dated: |

Schedule A

## INDEPENDENT SCHOOL DISTRICT NO. 241

Albert Lea Area Schools

\left.|  |  |  | K-12 Salary Schedule |  |  |  |  |  |
| :---: | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :---: |
| 2021-2022 |  |  |  |  |  |  |  |  |$\right)$

Retroactive pay only applies to base pay and step movement on Schedule A. Retroactive pay will not apply to targeted services, summer school, etc.

[^0]Schedule B
INDEPENDENT SCHOOL DISTRICT NO. 241
Albert Lea Area Schools
K-12 Salary Schedule
2022-2023

|  | BA | BA+15* | BA+30** | MA | MA+30*** | $\text { MA }+45^{* * *}$ | $\underset{* *}{\text { MA }}+60^{* * *}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Step | Lane A | Lane B | Lane C | Lane D | Lane E | Lane F | Lane G |
| 1 | \$46,997 | \$47,845 | \$48,979 | \$51,317 | \$53,572 | \$55,313 | \$56,472 |
| 2 | \$47,998 | \$49,176 | \$50,453 | \$53,083 | \$55,533 | \$57,274 | \$58,433 |
| 3 | \$49,041 | \$50,550 | \$51,965 | \$54,924 | \$57,568 | \$59,308 | \$60,468 |
| 4 | \$50,102 | \$51,980 | \$53,533 | \$56,849 | \$59,736 | \$61,476 | \$62,636 |
| 5 | \$51,183 | \$53,452 | \$55,160 | \$58,829 | \$61,966 | \$63,706 | \$64,866 |
| 6 | \$52,296 | \$54,963 | \$56,831 | \$60,887 | \$64,283 | \$66,023 | \$67,183 |
| 7 | \$53,431 | \$56,534 | \$58,578 | \$63,029 | \$66,698 | \$68,438 | \$69,598 |
| 8 | \$54,591 | \$58,146 | \$60,555 | \$65,267 | \$69,211 | \$70,951 | \$72,111 |
| 9 | \$55,787 | \$59,812 | \$62,221 | \$67,583 | \$71,840 | \$73,580 | \$74,740 |
| 10 | \$57,027 | \$61,535 | \$64,149 | \$69,995 | \$74,571 | \$76,312 | \$77,471 |
| 11 | \$58,199 | \$63,010 | \$65,716 | \$71,761 | \$76,532 | \$78,273 | \$79,432 |
| 12 | \$60,565 | \$65,672 | \$68,474 | \$74,715 | \$79,677 | \$81,416 | \$82,577 |

*BA+15 equals 15 quarter or 10 semester credits
**BA+30 equals 30 quarter or 20 semester credits
***MA+30 equals 30 quarter or 20 semester credits
****MA+45 equals 45 quarter or 30 semester credits
*****MA+60 equals 60 quarter or 40 semester credits

## SCHEDULE C Special Assignment Schedule

## 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. Student contact time - Season length, practices, home contents, away contests etc.
2. Level of complexity
3. Preparation time of the coach/advisor outside of practice or activity time, ongoing training
4. Number of participants
5. Budget, equipment and facility

Changes or additions in Schedule C positions will be agreed upon by the district and ALEA president.

| Pay Structure |  |  |
| :---: | :---: | :---: |
| Group 1 - | 100\% | \$6,199.00 |
| Group 2 - | 79\% | \$4,897.21 |
| Group 3 - | 67\% | \$4,153.33 |
| Group 4 - | 57\% | \$3,533.43 |
| Group 5 - | 53\% | \$3,285.47 |
| Group 6 - | 50\% | \$3,099.50 |
| Group 7 - | 48\% | \$2,975.52 |
| Group 8 - | 40\% | \$2,479.60 |
| Group 9 - | 33\% | \$2,045.67 |
| Group 10 - | 30\% | \$1,859.70 |
| Group 11 - | 27\% | \$1,673.73 |
| Group 12 - | 24\% | \$1,487.76 |
| Group 13 - | 20\% | \$1,239.80 |
| Group 14 - | 18\% | \$1,115.82 |
| Group 15 - | 12\% | \$743.88 |
| Group 16 - | 10\% | \$619.90 |
| Group 17 - | 9\% | \$557.91 |



| GROUP 11 |  |
| :--- | :--- |
| Tiger's Roar | Supervisor |
| Flag Squad | Advisor |
| Play - Middle School | Director |


| GROUP 12 |  |
| :--- | :--- |
| Show Choir | Director |
|  | 3 Act Play Technical <br> Director |
| Sr. High Drama | 1 Act Play Technical <br> Director |
| Sr. High Drama | Advisor |
| Knowledge Bowl | $6^{\text {th }}$ Grade |
| Football | $6^{\text {th }}$ Grade |
| Volleyball |  |
|  | Americorps Mentor |
| MS Robotics |  |


| GROUP 13 |  |
| :--- | :--- |
| Middle School Yearbook | Advisor |
| 9th Grade Math League | Advisor |
| Sr. High Math League | Advisor |
| High School Chess Club | Advisor |
| Mock Trial | Assistant Advisor |
| National Honor Society | Advisor |


| MISCELLANEOUS |  |
| :--- | :--- |
| Tutors/Homebound Tutors | $\$ 27.41 /$ hourly |
| Summer School | Per Diem |
| Curriculum Writing/In-Service | $\$ 29.37 /$ hourly |


| GROUP 14 | \$1,115.82 |
| :--- | :--- |
| Student Government | Jr. High Student Council |
| Pep Band | Director |


| GROUP 15 | \$743.88 |
| :--- | :--- |
| MS Mock Trial |  |
| Play - Middle School | Tech Director |
| District Destination Imagination | Coordinator |


| GROUP 16 |  |
| :--- | :--- |
| Elementary/Middle School Science <br> Fair | District Coordinator |
| Elementary School Patrol | Supervisor |
| Middle School Math Club | Advisor |


| GROUP 17 | \$557.91 |
| :--- | :--- |
| Elementary Math Masters | Coach |
| Elementary/Middle School Science <br> Fair | Building Coordinator |
| District Destination Imagination | Coach |

## Attachment A

## INDIVIDUAL TEACHER CONTRACT

Independent School District No. 241
Albert Lea, Minnesota

The School Board of Independent School District No. 241, Albert Lea, Minnesota, at a meeting held on the $\qquad$ day of $\qquad$ , 20 $\qquad$ enters into this Agreement pursuant to Minnesota Statutes 122A. 40 or Amendatory Articles thereto, with $\qquad$ , who certifies that he/she is a legally qualified and licensed teacher, and who agrees to faithfully perform the teaching and nonteaching services prescribed by the School board or its designated representative as and to abide by the rules and regulations established by the School
Board, as well as amendments thereto, for the school year beginning on or about $\qquad$ 20 $\qquad$ and ending on or about $\qquad$ 20 $\qquad$ _.
This contract is subject to the following:

1. The provisions of Minnesota Statutes 122A.40, as amended.
2. The provisions of the Master Contract for teachers of this district now or hereafter adopted for the said school year pursuant to provisions of Minnesota Statutes Ch. 179A, et seq.

In consideration thereof the School Board agrees to pay said teacher annual wages of \$ $\qquad$ per annum, said wages to be paid in installments as provided in the Master Contract.

School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School board so determines.

This contract shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action, recorded in its minutes.

Date of School Board action authorizing execution.
$\qquad$ , 20 $\qquad$ .

IN WITNESS THEREOF we have subscribed our signature this
$\qquad$ day of $\qquad$
IN WITNESS THEREOF I have subscribed my signature this
$\qquad$ day of $\qquad$

Teacher
Chair

Clerk


[^0]:    *BA+15 equals 15 quarter or 10 semester credits.
    **BA+30 equals 30 quarter or 20 semester credits.
    ***MA+30 equals 30 quarter or 20 semester credits.
    ****MA+45 equals 45 quarter or 30 semester credits
    *****MA+60 equals 60 quarter or 40 semester credits

