

Memorandum of Understanding for Alternative Teacher Professional Pay System Agreement 2022-2023

Article I. Purpose

The Albert Lea Education Association and the Albert Lea School District have in place a ratified contract. This Memorandum of Understanding is to facilitate the alternative teacher professional pay system that is currently not a part of the master contract.

Article II. Transition

Section 1. Current Teaching Staff Placement.

Current teaching staff shall be placed on the K-12 Professional Pay Scale, Base Pay for the 2020-21 school year by taking their placement on the schedule B along with Article IX, Section 1 of the 2019-21 master contract, and applying it to the appropriate career section and level listed in this MOU. For example, a teacher who is on Lane D, Step 7 of Schedule B at the end of the 2020-21 school year shall be placed on Career Teacher II, Level I, Cost of Living Increment 7 at the beginning of the 2022-2023 school year. The teacher shall continue to be compensated at that career teacher category, level, and cost of living increment until the ratification of the 2021-23 master contract. Notwithstanding any provision of this MOU to the contrary, teachers shall not move vertically on the Professional Pay Scale until completion of the negotiations for the 2021-23 master contract.

Section 2. K-12 Professional Pay Scale 2022-2023 Base Pay

Cost of Living Increment	Career Teacher I			Career Teacher II			
	Level I	Level II	Level III	Level I	Level II	Level III	Level IV
1	44,732	45,539	46,619	48,845	50,991	52,647	53,751
2	45,685	46,807	48,022	50,525	52,858	54,514	55,618
3	46,678	48,114	49,461	52,277	54,794	56,450	57,554
4	47,688	49,475	50,954	54,110	56,858	58,514	59,618
5	48,717	50,877	52,502	55,994	58,980	60,637	61,740
6	49,776	52,314	54,092	57,953	61,186	62,841	63,946
7	50,857	53,809	55,755	59,992	63,484	65,140	66,244
8	51,961	55,344	57,637	62,122	65,876	67,532	68,363

9	53,099	56,930	59,223	64,327	68,378	70,035	71,138
10	54,279	58,570	61,058	66,622	70,978	72,634	73,738
11	55,395	59,974	62,550	68,303	72,845	74,501	75,605
12	57,646	62,507	65,175	71,114	75,838	77,493	78,598

Section 3. New Hires and Placement on the Pay Scale. Teachers new to the district will be placed on the professional pay scale based upon the following: for placement in the category labeled *Career Teacher I* the professional must show their knowledge by possessing a bachelor’s degree in their licensure or a related field, for placement in the category labeled *Career Teacher II* the professional must possess a master’s degree in their licensure or a related field. The district values the knowledge teachers gain through their teaching experience, therefore the district will grant new staff placement on the Professional Experience Incentive category up to a maximum of seven (7) years.

Section 4. Definitions and How They Apply to Teacher Leadership Roles.

Subd. 1 Novice Probationary Position. These are licensed staff who have not received continuing contract status in District #241 or in any other district in Minnesota and are not eligible to apply for teacher leadership positions.

Subd. 2 Experienced Probationary Positions. This position refers to licensed staff that have achieved continuing contract status and have not completed their 4th year in the district. These staff members are not eligible to apply for the District Alternative Teacher Professional Pay System Coordinator, Building Instructional Coach, nor the Mentor-Mentee Facilitator. They may however apply for Mentor and Instructional Team Leader positions.

Licensed staff hired and placed at the Experienced Professional Level by the district shall not be eligible for leadership roles until they reach continuing contract status.

Subd. 3 Experienced Professional Level Positions. Licensed staff who have achieved continuing contract status may apply for the Teacher Leadership Positions for which they meet the requirements.

Subd. 4 Professional Experience Incentive. Experience and commitment to the district is valued.

Subd. 5 Career Teacher I. Licensed staff possessing a Bachelor’s degree.

Subd. 6 Career Teacher II. Licensed staff possessing a Master’s degree.

Section 5. Placement and Movement on the Professional Pay Scale – Base Pay

Subd 1 Professional Pay Scale Movement – Career Teacher I level I through III.

A teacher shall move through professional *Career I* by the following:

Level I – Must have a bachelor’s degree and hold a valid teaching license or the equivalent of

Level I to Level II – achieve *one* of the following:

- 10 semester graduate credits
- combination of semester graduate credits and district credits earned in a leadership position that equal 6

Level II to Level III – achieve *one* of the following:

- 20 semester graduate credits
- combination of semester graduate credits and district credits earned in a leadership position that equal 12

Subd. 2 Professional Pay Scale Movement – Career Teacher II- level I through II. A

teacher shall move through professional Career II by the following:

Level I – Must have a Master’s degree

Level I to Level II - achieve one of the following:

- 20 semester graduate credits
- combination of semester graduate credits and district credits earned in a leadership position that equal 20

Subd. 3 District Credits for Career Advancement.

- Credits in lieu of stipend for teacher leadership roles under ATPPS (credit granted only one time per position). Licensed staff will receive these credits upon satisfactory completion of their leadership role.
 - District ATPPS Coordinator *3 credits*
 - Building Instructional Coach *2 credits*
 - Instructional Team Leader *1 credit*
 - Mentorship Facilitator *1 credit*
 - Mentor *1 credit*
- The following credits may be earned by Novice Probationary, Experienced Probationary, or Experienced Professional level licensed staff:
 - Credits for writing and acceptance of outside-the-district grant application based on dollar amount of grant and period of implementation will receive district credit. The amount of credit will be determined by steering committee (or other designated governing body). Amount granted shall be no more than *6 credits*.

- Credits for National Board Certification or equivalent National Certifications
 - 4 credits

Subd. 4 Cost of Living Movement on Professional Pay Scale

Movement on the salary schedule will follow the procedure in Article II, Section 1 and be based on successful completion of Article V as outlined in the ATPPS Program Criteria Checklist. This evidence, in addition to their years of experience, will allow licensed staff to move vertically through the cost of living increments on the professional pay scale. Appeals for denial of such movement will revert to the formal grievance procedures as established and outlined in the master contract.

Article III. Teacher Leader Opportunities. During the duration of this memorandum, teachers who meet the qualifications shall be eligible to apply for and fill the positions of District ATPPS Coordinator, Building Instructional Coach, Instructional Team Leader, Mentorship Facilitator, and Mentor.

Section 1. Minimum Requirements for Teacher Leadership Opportunities.

Subd. 1. District ATPPS Coordinator. Must have completed at least four (4) years of service as a licensed staff member of District #241. They must also be a Career Teacher II with 7 years of professional experience.

Subd. 2. Instructional Team Leader, Mentor-Mentee Facilitator, Mentor. Must have continuing contract status as a licensed staff member of District #241.

Section 2. District Alternative Teacher Professional Pay System (ATPPS) Coordinator.

This is a 0.2 FTE position which includes a stipend of \$1,000 per year. The person hired for this leadership opportunity shall work the remaining part of a full time position in their current licensure area. The initial term for this position is three (3) years but shall revert to a two (2) year term after the initial term has been served. The district coordinator may also act as building instructional coach.

Section 3. Building Instructional Coach. This includes a stipend of \$1,000 per year. The person hired for this leadership opportunity shall also work the remaining part of a full time position in their current licensure area or serve as a building instructional coach in another building. The building instructional coach shall serve a two (2) year term with the option of continuing for subsequent terms. This could be a shared position dependent upon building needs. Must have completed at least three (3) years of service as a licensed staff member of District #241 and continuing contract status with seven (7) years of professional experience.

Section 4. Instructional Team Leader. This position is in addition to a licensed staff member's full time position and receives a stipend of \$650 per year. This person serves

a one year term and shall be subbed out when or if necessary, as determined by the district.

Section 5. Mentor – Mentee Facilitator. This position is in addition to a licensed staff's full time position. There will be up to eight (8) facilitators district wide, each receiving a stipend of \$600. This could be a shared position, however the stipend will not exceed \$600, as the total budget will not exceed \$4,800. This person serves a two (2) year term and shall be subbed out when or if necessary, as determined by the district.

Section 6. Mentor. This position is in addition to a licensed staff member's full time position and receives a stipend per year based on years of teaching experience of mentee. For mentors with a mentee with 1-3 years teaching experience, mentors receive a \$600 stipend. For mentors with a mentee with more than 3 years teaching experience, mentors receive a \$400 stipend. This person serves a one year term and shall be subbed out when or if necessary, as determined by the district. Any mentor, directed by the district, to mentor more than one mentee will be compensated for each mentee at the amount as described in this section.

Section 7. Mentee. A mentee when used herein is any new staff member to the district who is included in the district's New Teacher Induction/Mentorship program as facilitated by the mentor-mentee facilitator.

Article IV. Application Process for Teacher Leadership Positions. Licensed staff wishing to further their professional growth through leadership opportunities may do so by written application via an email of intent to apply for a position to the Executive Director of Administrative Services, building principal/administrator and district ATPPS coordinator. Requirements for the positions may be found in the Memorandum of Understanding as well as on the district web with the application.

Section 1. Implementing the ATPPS Program. Teacher Leaders who are hired in these positions agree to fully implement all aspects of the district's ATPPS program. Any teacher leader who does not implement all aspects of the program will have a reduction of no greater than 10% of their stipend at the end of the school year as determined by the ATPPS Coordinators/Instructional Coaches during the binder check process.

Section 2. Evaluation. An evaluation of each teacher leadership position will occur at the end of the school year. This will be completed for each position by representation from the administration and the licensed teaching staff of District #241. An evaluation checklist will be developed according to the teacher leadership job descriptions. Teachers who do not complete the job duties as determined by this checklist shall not be considered for future leadership positions.

Section 3. Payment of Leadership Stipends. All teacher leadership stipends will be paid at the end of the school year.

Article V. Educational Improvement Plan. All licensed staff (exclusive of long-term substitutes; long-term replacement teachers may participate if they are hired for the entire school year; staff who are hired after January 1, 2023 are eligible to participate the following school year) will take part in this plan at their FTE with appropriately pro-rated work through the following:

Section 1. Teacher Professional Growth Plan. This plan will utilize a Teacher Professional Growth Plan.

Section 2. Professional Learning Communities. The PLC model is what has been chosen to help implement all of the components of the Educational Improvement Plan. Licensed staff shall meet for forty-five (45) minutes per week to facilitate the professional growth of teachers by exploring, developing, disseminating, and implementing varied concepts that will contribute to the academic growth of students.

Section 3. Observations. Each teacher will have a minimum of two (2) formal observations except of continuing contract teachers that are in-cycle, which would require one (1), using components from the District's teacher evaluation system or the agreed-upon teacher evaluation system for the district done by trained observers or a district administrator/s. Each PLC member will conduct a minimum of three (3) informal observations focused on specific instructional strategies linked to student achievement.

Formal observations given by teachers shall not be used by administrators for evaluation of staff members. Teacher observations are not to be in lieu of formal administrative evaluations.

Article VI. Performance Incentive. The dollar amount for performance incentive for the 2022-2023 school year will be no less than \$1,300. Eighty eight and a half percent (88.5%) of the performance incentive pay will be based on successful completion of Article V as outlined in the ATPPS Program Criteria Checklist. Eleven and a half percent (11.5%) of the performance incentive will be based on school-wide achievement gains. School-wide achievement will be outlined in the district plan approved by MDE.

Article VII. Appeals Process for PLC. Any Professional Learning Community (PLC) member may appeal any decision relating to the Performance Pay Incentive percentage determined by the PLC for individual performance. Such appeal shall be based on the appellant's completion of Article V, Educational Improvement Plan and the guidelines outlined in the ATPPS Program Criteria Checklist. The PLC appeals process shall consist of an informal and a formal process.

Section 1. Representation. The Albert Lea Education Association shall have the right to represent any appellant who elects to have such representation during each step of the appeals process. The appellant may elect to be represented by parties other than the Albert Lea Education Association who may be present during each step of the appeals process.

Section 2. Informal Appeal. The informal appeal process is to be used for all aspects of the ATPPS program except for when it involves denial of movement on the Cost of Living Professional Pay Scale.

Subd 1. The affected PLC applicant shall have 5 contracted working days from the date of notification of performance pay incentive to notify the Building Instructional Coach and Building Principal of intention to appeal. An informal meeting between the appellant (with or without representation) and the appeals group will be scheduled within 5 working days. The appeals group will consist of: appellant's PLC facilitator, Building Instructional Coach, Building Principal, District Coordinator and/or Director of Secondary Programs. The appellant shall then be notified in writing of the appeals group's decision within 3 working days.

Subd 2. The decision on the informal appeal shall be final. The results of the informal appeal process are not subject to the district grievance procedure.

Section 3. Formal Appeal. The formal appeals process is to be used when there is a denial of movement on the Cost of Living Professional Pay Scale. The formal appeals process will follow the grievance procedure that is outlined in Article XIV of the teachers' master contract.

Section 4. Guidelines for Appeals Process. Artifacts of appellant are re-examined to determine if the appraisal of the appellant's work followed the guidelines of the rubric. Rubrics will vary dependent upon the goals, strategies and techniques implemented as identified in the staff members Professional Growth Plan. Modifications of rubrics may be appropriate due to the variety of professional job responsibilities within the district. Rubrics used for appraisal will be site-focused based on goals and strategies.

Article VIII. Governing Board. An Alternative Teacher Professional Pay System Governing Board shall be created with equal representation from the administration and the licensed teaching staff of District #241. This board will oversee the ATPPS operations such as budget, hiring, and policy.

Article IX. Budget. The district ATPPS coordinator will meet yearly with the Superintendent of Schools, Executive Director of Teaching and Learning and Executive Director of Finance and Operations to establish the budget for the subsequent year. The district will not charge any administrative fees against the ATPPS program. Any ATPPS money received but not paid out of the ATPPS budget will rollover into the ATPPS budget for the subsequent year. Any costs incurred by the program which exceeds the designated revenue for ATPPS will be paid from the 2% staff development set aside budget. If this MOU is terminated, any funds remaining in the budget will rollover to the district staff development budget. Expenditure determinations of these rollover dollars in the case of MOU termination shall be made by governing board. Payouts of PLC work as stated in Article V shall occur at the end of the current year. The remaining eleven and a half percent (11.5%) will be paid when approved testing data is available. Exceptions to this shall be in those buildings where test data is not available for the

school-wide achievement portion. Only that portion of the performance pay will be held until that data is available.

Article X. Duration. This Memorandum of Understanding shall be in effect for the 2022-2023 school year. If changes are made to ATPPS through legislation or MDE directives, the Board and/or the Association has the right to revisit this MOU and determine if these changes warrant termination of this MOU. At the end of the 2022-2023 school year this agreement will terminate, unless both parties mutually elect to renew and/or revise the agreement. This Memorandum of Understanding may also be terminated if funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn.

Any part of the Albert Lea ATPPS program not covered in this MOU is outlined in the MDE-approved application. The Albert Lea ATPPS program is a district-led, teacher-driven program in the component areas as defined by MDE: Career Ladder (AL Teacher Leadership Opportunities); Job-Embedded Professional Development (Active PLC Work including Teacher Professional Growth Plan); Teacher Evaluation (Peer Observations); Performance Pay (Based on School wide Achievement and Active PLC Work). Any changes or alterations to the program must be approved by the Governing Board. Any changes to the original application are submitted to MDE yearly as part of the site review process.

Albert Lea Education Association
EM-NEA

Independent School District No. 241

President

Chairperson

Secretary

Clerk

Dated: _____

Dated: _____