

Master Agreement

between

**Independent School District No. 241
Albert Lea, Minnesota**

and the

Albert Lea Administrative Association

July 1, 2020, through June 30, 2023

TABLE OF CONTENTS

ARTICLE I PURPOSE	PAGE 3
ARTICLE II RECOGNITION	PAGE 3
ARTICLE III DEFINITIONS	PAGE 3
ARTICLE IV SCHOOL DISTRICT RIGHTS	PAGE 3
ARTICLE V EMPLOYEE AND ASSOCIATION RIGHTS	PAGE 4
ARTICLE VI HOURS OF SERVICE & DUTY YEAR	PAGE 4
ARTICLE VII RATE OF PAY	PAGE 5
ARTICLE VIII GROUP HEALTH INSURANCE	PAGE 5
ARTICLE IX OTHER INSURANCE	PAGE 8
ARTICLE X HOLIDAYS	PAGE 9
ARTICLE XI VACATION	PAGE 9
ARTICLE XII OTHER LEAVES OF ABSENCE	PAGE 10
ARTICLE XIII 403(b) MATCHING CONTRIBUTION PLANS	PAGE 13
ARTICLE XIV OTHER BENEFITS	PAGE 14

ARTICLE XV SENIORITY, POSTINGS, AND UNREQUESTED LEAVES OF ABSENCES	PAGE 15
ARTICLE XVI EVALUATIONS	PAGE 17
ARTICLE XVII GRIEVANCE PROCEDURE	PAGE 17
ARTICLE XVIII DURATION	PAGE 20
SCHEDULE A, B AND C RATE OF PAY SCHEDULE	PAGE 22

ARTICLE I PURPOSE

This Agreement, entered into between the School Board of Independent School District # 241 of Albert Lea, Minnesota (hereinafter referred to as the School Board) and the Albert Lea Administrative Association (hereinafter referred to as Administrators) 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 Administrators during the term of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Albert Lea Schools Albert Lea Administrative Association as the exclusive representative for administrators employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

ARTICLE III DEFINITIONS

Section 1. Effect: All terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. The School Board, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, Rules and Regulations of the State board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provisions of this Agreement herein found to be in violation of any laws, rules, regulations or orders shall be null and void and without force and effect.

Section 2. Description of Unit: Licensed employees included and covered by this Agreement shall be: High School Principal, Middle School Principal, Associate Principal, Sr. High, Elementary Principals, Assistant Principals High School, Assistant Principal Middle School and Assistant Principal (ALC).

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V EMPLOYEE AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Check-Off: The exclusive representative shall be allowed dues checkoff for its members pursuant to M.S. 179A.06, Subd. 6. Upon receipt of a properly executed authorization of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in 24 equal installments.

ARTICLE VI HOURS OF SERVICE AND DUTY YEAR

The work year will start on July 1 and end on June 30 (12-month position). All positions within this bargaining unit are based on a 260 day contract.

<u>Position</u>	<u>Contract Work Days</u>	<u>Vacation Days</u>	<u>Contract Holidays</u>
Senior High Principal	224	25	11
Middle School Principal	224	25	11
Associate Principal, Sr. High	220	29	11
Assistant Principal Sr. High	210	39	11
Assistant Principal Middle School	210	39	11
Assistant Principal (ALC)	219	30	11
Elementary Principal (4)	219	30	11

ARTICLE VII RATE OF PAY

Section 1. 2020-2021 Contract Year: All employees employed as of the date of execution of this agreement will advance one step over their prior year 2019-2020 step and shall be compensated at the salary range as provided in Schedule A, retroactive to July 1, 2020.

Section 2. 2021-2022 Contract Year: All employees employed as of the date of execution of this agreement will advance one step over their prior year 2020-2021 step and shall be compensated at the salary range as provided in Schedule B.

Section 3. 2022-2023 Contract Year: All employees employed as of the date of execution of this agreement will advance one step over their prior year 2021-2022 step and shall be compensated at the salary range as provided in Schedule C.

Section 4. Initial Placement: A newly employed administrator shall be placed on the salary schedule and on such step as agreed to between the School District and the employee. In the event a successor agreement is not entered into prior to July 1, 2023, an employee shall remain at the same salary as compensated for the 2022-2023 contract year until a successor agreement is reached.

ARTICLE VIII GROUP HEALTH INSURANCE

Section 1. Health Plans: The school district shall make available three health plan options to all qualified Administrators and eligible retirees who select to participate. Regardless of the plan chosen by the qualifying bargaining unit member, the school district shall pay toward the premium an amount up to, but not to exceed the following:

2020-2021	
Single Coverage	\$965.45 per month
Family Coverage	\$2,417.06 per month

2021-2022

Single Coverage	TBD
Family Coverage	TBD

2022-2023

Single Coverage	TBD
Family Coverage	TBD

If a member of the bargaining unit is married to another district employee, the Administrator and spouse will be eligible for a district contribution towards two single health insurance plans both at the ALAA contribution. This language does not constitute a stacking benefit of insurance premiums.

Section 2. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all qualified administrators and eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 1 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 employee's beneficiary association under Section 401 (c) (9) of the Internal Revenue Code.

The school district shall make available a Flexible Spending Account (FSA) and eligible health expenses will be paid from the 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 1, of this Article.

Section 3. Benefits Provided Through the VEBA: The school district shall provide a health reimbursement arrangement for eligible active employees through the VEBA Plan.

Section 4. 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 5. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

Subd. 1. The school district will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying administrators in accordance with the following schedule:

The contribution will be made on or about the first day of the VEBA plan year.

Single health insurance participant: \$1200 per year

Family health insurance participant: \$2400 per year

Subd. 2. If a qualified administrator enters the VEBA Plan as a participant or a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution to reflect the late entry or change. If a VEBA Plan participant has received an overpayment in the school district contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment.

Section 6. Eligibility: Administrators become eligible for the health insurance plan and the VEBA plan as of their first day of employment with the school district. District contributions will end if employment is terminated prior to the administrator reaching age 55 or when the administrator becomes eligible for Medicare/Medicaid.

POSTEMPLOYMENT HEALTH INSURANCE AND VEBA PLAN

Section 7. Health Plans: The school district shall make available three health plans to all qualified administrators and eligible retirees who elect to participate. An eligible retiree may continue to participate in the health plan in which they participated as of the effective date of his or her retirement. With respect to qualifying administrators, the school district shall contribute an amount not to exceed the district's contribution to a single premium at the time the employee retires.

Section 8. Benefits Provided Through the VEBA: The school district shall provide a health reimbursement arrangement through the VEBA Plan, as described in Section 2, for eligible retired former administrators.

Section 9. 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 10. Employer Contributions to the Postemployment Health Reimbursement Arrangement: The school district will make an annual contribution to individual Accounts under the Post employment Health Reimbursement Arrangement for eligible retirees in accordance with the following schedule:

An amount equal to the single health plan deductible for each eligible retiree. The contribution will be made on or about the first day of the VEBA Plan year.

Section 11. Eligibility:

Subd. 1. An administrator who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or an administrator who becomes medically disabled

between such ages will receive an amount equal to the district insurance contribution as provided in Section 5, Subd. 1 hereof, into the district sponsored Postretirement Health Care Savings Plan.

Subd. 2. An administrator who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement shall be eligible for participation in the post employment health insurance plan and VEBA plan and the school district shall pay the contributions for single group health coverage as provided in Section 7 and Section 10. District contributions will end when the retiree reaches Medicare/Medicaid age.

Subd. 3. Dependent coverage, if desired, must be paid by the administrator by making arrangements with the School District business office to pay the monthly premiums on such date as determined by the School District.

Section 12. Selection of Policy of Insurance Carrier: The Albert Lea Administrative Association will have a member of its unit on a committee to provide input on the selection of the policies or carriers of the insurance coverage that affects its member.

ARTICLE IX OTHER INSURANCE

Section 1. Income Protection: The school district shall provide an income protection insurance plan that will pay all administrators two-thirds (2/3) of their salary, up to the maximum amount allowed, to retirement age after a 120 day waiting period. Benefits received will be reduced by an amount payable through Worker's Compensation, primary Social Security, State Compulsory Disability Plan and any other group disability insurance plan.

Section 2. Life Insurance: The School District will provide \$100,000 of group term life insurance to all administrators. Conversion privileges shall accrue to the administrators at either resignation or retirement from their administrative positions with the School District. Each administrator may purchase at their own cost an additional \$50,000 of group term life insurance to a total maximum of \$150,000.

Section 3. Duration of Insurance Contribution: An employee is eligible for school district contributions towards income protection and life insurance 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 the day after the last day of employment. 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 4. Eligibility: Administrators shall be eligible for income protection and life insurance as of their first day of employment.

Section 5. 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 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.

Section 6. Liability Insurance, Defense and Indemnification:

Subd. 1. The School District shall provide an errors-and-omissions liability insurance policy covering each administrator in the amount of one million dollars.

Subd. 2. In the event that an action is brought against an administrator arising out of or in connection with the Administrator's employment, and the Administrator is acting within the scope of employment of official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in the Minnesota Statutes Chapter 466.

**ARTICLE X
HOLIDAYS**

Section 1. Holidays: Holidays during the work year shall be eleven (11) as follows: July 4, Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), Presidents' Day, Good Friday, Memorial Day.

Section 2. School in Session: The school district reserves the right, if school is in session, to cancel any of the holidays noted in Section 1 above. A floating holiday will be available.

**ARTICLE XI
VACATIONS**

Section 1. Usage:

Subd. 1. Vacation days are earned between July 1 and June 30 of a given contract year. Five (5) days of unused vacation days may be carried over, but must be taken within six (6) months after the end of the contract year in which it is earned. Unused vacation days beyond five (5) will be lost. Terminating administrators must take vacation consistent with Section 4 of this Article.

Subd. 2. Prime times for the use of vacation days will be: Summer months, winter and spring breaks and non-duty days for the teaching staff which occur during the school year. Vacation days may be used on student contact days with prior approval of the Superintendent or designee.

Section 2. Scheduling: Use of vacation time shall be granted only through approval of the requesting Administrator using the district designated absence program.

Section 3. Number of Holiday/Vacation Days: Holiday/vacation days shall be as listed for each administrative position.

<u>Position</u>	<u>Contract Holidays</u>	<u>Vacation Days</u>
Senior High Principal	11	25
Middle School Principal	11	25
Associate Principal, Sr. High	11	29
Assistant Principal Sr. High	11	39
Assistant Principal Middle School	11	39
Assistant Principal (ALC)	11	30
Elementary Principal (4)	11	30

Section 4. Vacation Credit at Termination:

Subd. 1. An administrator terminating their contract during the contractual year shall be entitled to vacation benefits accrued during that year (including up to five (5) carry-over days) and such vacation days shall be taken prior to the termination date. The administrator, upon resigning, will confer with the Superintendent or his designee to arrange a schedule of combined workdays and vacation days, and any in-service needed by the District for the administrator's replacement. This schedule is to be mutually beneficial to the administrator and the District.

Subd. 2. Administrators who resign or retire will not be compensated for unused vacation days. Any exceptions to this provision of this article must be granted by the Superintendent and the School Board.

**ARTICLE XII
OTHER LEAVES OF ABSENCE**

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

Subd. 1. All administrators shall earn disability leave at the rate of eighteen (18) days for each year of service in the School District, such leave to accrue on a proportionate basis to the administrator's year.

Subd. 2. Disability leave shall accumulate to the maximum credit of 180 days.

Subd. 3. Disability leave shall be granted only through approval of the requesting administrator using the district designated absence program. The School District may require medical verification of the illness or injury before approving disability leave pay.

Subd. 4. When an administrator is injured on the job in the service of the School District and collecting Workers Compensation Insurance as well as drawing on disability leave and receiving full salary from the School District, his or her 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. Disability leave with pay shall be allowed whenever an Administrator's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. This leave may be used pursuant to Minnesota Statutes section 181.9413 so long as the Administrator meets the definition of an employee under Minnesota Statutes section 181.940 and all other requirements of section 181.9413 are met.

Section 2. Extended Leave: An administrator who is unable to attend school because of illness or injury and who has exhausted all disability leave credit available, or has become eligible for long-term disability compensation, shall, upon request be granted a medical leave, without pay, up to one year. During the first year of medical leave, the School District will pay all insurance benefits covered by this Agreement. In subsequent years the employee is eligible to be covered under the group plan; however, the administrator shall pay the premium. The School District may, at its discretion, renew such a leave and request for renewal shall be accompanied by a written doctor's statement.

Section 3. Emergency Leave: When an emergency requires an administrator's personal attendance during the time when school is in session, the administrator shall be granted leave according to the following:

Subd. 1. At the beginning of each school year each administrator shall be credited with five (5) days emergency leave. Such leave days shall be with pay, shall be non-accumulative, and shall not be deducted from disability leave.

Subd. 2. An administrator shall, whenever possible, notify the superintendent of the need for such leave at least two days in advance of the leave.

Subd. 3. Emergency leave shall be granted only through the requesting administrator using the district designated absence program. Such request must include the reasons for the leave and/or the nature of the emergency.

Subd. 4. When an emergency requires an administrator's absence for longer than five (5) days of leave with pay, such days are to be deducted from the administrator's accumulated sick leave credit.

Subd. 5. For purposes of this section, the following limitations shall apply:

This leave shall be granted for funerals of an administrator's spouse, child, father, mother, sister, brother, grandparent, mother-in-law, father-in-law, grandchild and any person living in the same

household, or such other funerals as approved by the Superintendent or designee.

This leave shall be granted for serious illness of a spouse, child, parent, or any person living in the same household.

This leave may be granted, at the discretion of the Superintendent, for any good and sufficient reason that requires the attention of the administrator during the school day.

Section 4. Jury Duty: An administrator called for jury duty or under subpoena 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.

Section 5. Child Care Leave: An administrator shall receive a child care leave of absence according to the following:

Subd. 1. Upon learning of their need, the administrator shall submit a written application for child care leave to the School District.

Subd. 2. Child care leave will commence on the date to be agreed upon between the administrator and the School District. The leave will include a commencement date and return date.

Subd. 3. The School district agrees to give the administrator up to one (1) year child care leave without pay.

Subd. 4. An administrator may use disability leave during any period of disability related to pregnancy where, except for the disability, the administrator would have been at work.

Subd. 5. Following the period of disability, in accord with the return date of the child care leave, the administrator shall be reinstated to their original position or to a position of like status and pay. The continuing contract shall remain in effect and the administrator shall be placed in the same position on the salary schedule as he/she would have been had he/she administered in the School District during such period and shall maintain the same fringe benefits to which he/she is entitled.

Section 6. Professional Leave:

Subd. 1. Administrators may be allowed to attend professional meetings and other activities of a professional nature with full pay subject to approval by the Superintendent.

Subd. 2. Wherein administrators attend meetings on behalf of the School District and upon the instruction of central administration, expenses shall be paid by the School District. Such authorization shall be obtained in advance.

Subd. 3. Since administrators attend meetings, or visitations, etc., of a professional nature at the

expense of the School District, at the discretion of the Superintendent, administrators who attend national meetings may be required to report on those meetings.

Subd. 4. The School Board will provide time and monies for administrators to attend local and state meetings and, in addition, a national convention or workshop a minimum of every two (2) years. A maximum of six (6) administrators may attend a national convention or workshop in any fiscal year. In addition, a maximum of three (3) elementary principals may attend a national convention at the same time during the school year.

ARTICLE XIII **403(b) MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: Administrators will be eligible to participate in a tax sheltered annuity plan established pursuant to the United States Public Law #870370, M.S. 123B.02, Subd. 15 and school district policy.

Section 2. Amount of School District Contribution: The school district will match contributions toward the administrator's tax sheltered annuity plan on the following schedule.

1-3 years in the unit: \$300.00 per month
4 or more years in the unit: \$375.00 per month

For the 2020-2021 contract year, district contributions will be retroactive only if a withholding contribution is made by Administrator.

In addition, administrators who participated in a tax sheltered annuity plan pursuant to this Article and the school district's group health insurance plan shall be eligible to receive a school district matching contribution to his or her tax sheltered annuity plan pursuant to the following:

<u>Health Insurance Plan</u>	<u>Maximum Mandatory Matching Contribution</u>
\$1200/\$2400 deductible	\$0
\$2250/\$4500 deductible	\$189.50 per month
\$3000/\$6000 deductible	\$290.00 per month

If an administrator selects either the \$2250/\$4500 deductible plan or the \$3000/\$6000 deductible plan, the administrator must make the maximum monthly tax sheltered annuity plan contributions, as provided above.

Section 3. Notice of Participation: To be eligible for the provisions of this article, an employee must notify the School District, in writing, by no later than June 1 each year of his/her intention to participate in this matching program and the amount of the employee's contribution to go into effect July 1 of the same year. In addition, a group member shall notify the School District in writing by no later than December 1 each year of their intention to modify their 403(b) contribution effective January 1. Such

participation shall continue from year to year at the specified amount unless the employee notifies the School District, in writing, otherwise.

Section 4. Payment: The employee's contribution shall be made by payroll deduction.

Section 5. Unpaid Status: An employee on unpaid leave status may not participate in the provisions of this article.

Section 6. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

ARTICLE XIV OTHER BENEFITS

Section 1. Relocation Allowance: The District will compensate a newly hired Administrator a relocation allowance of fifteen thousand dollars (\$15,000.00) for purchasing a home within the geographic boundaries of District 241.

Subd. 1. Criteria:

1. The Administrator must purchase a home that is located within the geographic boundaries of the District within twelve (12) months of his/her first date of employment as a member of the Administrator Bargaining Unit. This must be the administrator's permanent full time residence.
2. The Administrator must complete three years of employment with the district to receive the full amount of the relocation allowance.
3. The Administrator's repayment obligation will be reduced by \$5,000.00 for each full year of employment with the district.
4. Any amount due the School District is due and payable on the last day of the principal's employment with the School District whether by resignation, discharge or non-renewal. If the administrator does not satisfy their repayment obligation, an amount equal to the amount owed to the School District shall be deducted from any amount otherwise due the administrator.
5. The School District will have sole discretion in determining whether the Administrator qualifies for this allowance. The School District will have sole discretion in determining whether the administrator has successfully completed the required year(s) of employment.

Section 2. Travel Pay: Administrators shall be reimbursed for actual mileage at the maximum rate allowable as determined by federal tax laws.

Subd. 1. Insurance Requirement. Administrators 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 said vehicles are used for School District purposes.

Subd. 2. Educational Allowance. Administrators may choose to spend travel allowance money for additional education not to exceed the budgeted amount.

Section 3. Cell Phone Usage: Administrators shall be reimbursed \$75.00 per month for use of a personal cell phone.

Section 4. Licensure Fee: The School District shall cover the annual fee for the Administrator through the Minnesota Board of School Administrators.

Section 5. Longevity: Those members of the administrative bargaining unit that have accrued experience as an administrator in Albert Lea Area Schools will receive additional compensation each year as shown. The compensation will be paid beginning the year listed, retroactive to July 1, 2020:

<u>2020-2023 Longevity</u>	
<u>Years of Service</u>	<u>Compensation</u>
4 th year	\$3,000.00
7 th year	\$4,000.00
10 th year	\$5,000.00
13 th year	\$6,000.00
16 th year	\$7,000.00

Section 6. Doctoral Stipend: Any Administrator in the bargaining unit that has earned a Doctorate degree in the field of education will receive a stipend of \$1,000.00 per year. If the said degree is obtained during the school year, the amount will be prorated.

Section 7. Professional Organizations: The School District shall pay the dues for one state and one national professional organization for each administrator as deemed appropriate by the superintendent. The District shall pay for more than one state or national professional organization deemed appropriate by the Superintendent if the total cost for all such memberships does not exceed \$200. In addition, the district will reimburse each administrator a maximum of \$400 toward the cost of belonging to an area or community organization, as approved by the Superintendent, which contributes to his/her profession, the goals of District #241, or the community which the administrator serves.

Section 8. Superintendent's Licensure: Any Administrator in the bargaining unit that has earned a Superintendent license will receive a stipend of \$1,000.00 per year. If the said degree is obtained during the school year, the amount will be prorated.

ARTICLE XV SENIORITY, POSTINGS, AND UNREQUESTED LEAVES OF ABSENCE

Section 1. Any administrator transferred to a teaching position shall be given credit for advanced degree or degrees or credits in alignment with the final step of the appropriate lane of the teachers' salary schedule. The degree need not be in the subject area assigned.

Section 2. All qualified members of the administrative bargaining unit are on the teacher seniority list.

Section 3.

Subd 1. The School Board may place on ULA such administrators as may be necessary because of discontinuance of position or financial limitations. Such leave of absence shall continue for a period of one (1) year, after which the right to reinstatement shall terminate; provided the administrator's right to reinstatement shall also terminate if the administrator fails to file with the Superintendent by March 1st in the year during which the administrator is on unrequested leave, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the administrator and the School Board.

Subd 2. For the purpose of determining seniority, Administrators shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence (ULA) from the administrator's unit position. Service in other non-units within the district cannot be counted for purposes of bumping another unit member or reinstatement from ULA. For purposes of this section, "hired" means assigned to a position within the administrators bargaining unit.

Subd 3. Administrators shall be placed on ULA in inverse order of seniority with the following exceptions:

- 1) No administrator shall be able to assert seniority rights over another administrator or to a vacant position covered by this bargaining unit if that administrator has been issued a letter of discipline within the last five (5) years. No administrator shall be able to assert seniority rights over another administrator or to a vacant position covered by this bargaining unit if, after consider the administrator's performance, training, experience, skills in special assignments, special or advanced certifications and other relevant factors, the School Board determines that such action would be inconsistent with the needs of the School District in fulfilling its educational mission.
- 2) Administrators shall be placed on unrequested leave of absence in inverse order in which they were employed by the school district. Seniority will be determined by the date of hire in the ALAA.
- 3) Other than a teaching position, no administrator shall be able to assert seniority rights over an employee or to a position that is not covered by this bargaining unit.

Subd 4. An administrator placed on ULA may "bump" into a teaching position in a field in which they are qualified according to the Albert Lea Education Association's ULA procedures.

Subd 5. If a position becomes available for a qualified administrator on ULA, the School District shall mail the notice to such administrator, who shall have ten (10) working days from the date

of receipt of such notice as determined by the certified mail document returned to the district to accept the re-employment. Failure to accept, in writing, within such ten (10)-day period shall constitute a waiver on the part of the administrator to any further rights of employment or reinstatement, and that administrator shall forfeit any future reinstatement or employment rights.

Subd 6. Reinstatement rights shall automatically cease one (1) year from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified administrator.

Subd 7. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this Article shall require the School District to reassign a senior administrator to a different position in order to accommodate the seniority claims of a less senior administrator.

Subd 8. Any challenge by an administrator who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14, and therefore, shall not be subject to the grievance procedure.

Section 4. All administrators will be notified of vacancies and such positions will be posted on the district website.

Section 5. Should a resigning administrator reconsider prior to the time the board accepts the resignation, the administrator shall be entitled to his/her original position.

Section 6. An administrator may request a transfer to another school, classification, subject or grade for which he is qualified.

ARTICLE XVI EVALUATIONS

Section 1. Evaluations: Administrator evaluations will be conducted in accordance with M.S.123B.147.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: "Grievance" shall mean an allegation by an administrator or the Administrative 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 Agreement. In addition thereto, "grievance" shall include an allegation by an administrator or the Administrative 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 Agreement, which grievance may be processed in the same manner as described in this Article but only to Level II. 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 Agreement shall be final and neither the administrator nor the Administrative Association shall be entitled to process such grievance under the arbitration provisions of this Article.

Section 2. Representative: The 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 behalf. In addition thereto, the Administrative Association bargaining unit 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 Agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods of 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 provisions(s) of this Agreement or rules, regulations, policies or past practices which are not within the provisions of this Agreement, 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. The School District shall attempt to adjust all grievances which may arise during the course of employment of any administrator within the School District in the following manner:

Subd. 1. Level I. The aggrieved shall file a grievance, in the form herein provided, with the Superintendent of Schools. If the grievance is not disposed of, the Superintendent of Schools shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. 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) 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 recommendation 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 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 Procedures: In the event that the administrator and/or the Administrative 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 the agreement, 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 II 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 a list of arbitrators from the BMS pursuant to Minnesota Statutes, Section 179A.21, subd. 2, providing such request is made within fourteen (14) days after request for arbitration. The parties shall alternately strike names from the list furnished by the BMS until only one name remains. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information.

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:

The issues involved
Statement of the facts
Position of the grievant
The written documents required under Section 5 of this article

The School Board may make a similar submission of the 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 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 agreements 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 Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for the period commencing July 1, 2020, through June 30, 2023, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no

later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 180 days prior to the expiration of this Agreement.

Section 2. Effect:

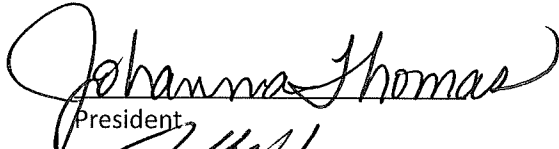
Subd. 1. This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the Administrators of the School District.


Subd. 2. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of the Agreement shall be severable and if any provision thereof or the application of any provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For the Albert Lea
Administrative Association:




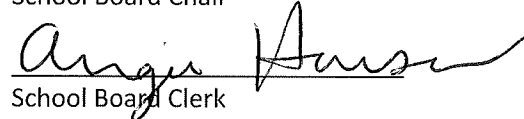
President


Secretary

Dated this 24th day of November, 2020

For the School District:



School Board Chair


School Board Clerk

Dated this 16th day of November, 2020.

SCHEDULE A
2020-2021
Rate of Pay Schedule

Position	Step 1	Step 2	Step 3	Step 4
High School Principal	112,410	116,016	119,616	124,413
Middle School Principal	105,575	109,796	114,015	119,430
Associate Principal, Sr. High	98,921	102,094	105,262	109,484
Assistant Principal High School	88,986	92,490	95,999	100,694
Assistant Principal Middle School	85,165	89,110	92,945	97,988
Assistant Principal (ALC)	92,241	96,084	100,001	104,849
Elementary Principal	96,980	100,856	104,733	109,804

SCHEDULE B
2021-2022
Rate of Pay Schedule TBD

Position	Step 1	Step 2	Step 3	Step 4
High School Principal				
Middle School Principal				
Associate Principal, Sr. High				
Assistant Principal High School				
Assistant Principal Middle School				
Assistant Principal (ALC)				
Elementary Principal				

SCHEDULE C
2022-2023
Rate of Pay Schedule TBD

Position	Step 1	Step 2	Step 3	Step 4
High School Principal				
Middle School Principal				
Associate Principal, Sr. High				
Assistant Principal High School				
Assistant Principal Middle School				
Assistant Principal (ALC)				
Elementary Principal				