

MASTER AGREEMENT

Between

**Alexandria Public Schools
Alexandria, Minnesota**

And

Education Minnesota Alexandria

July 1, 2023 – June 30, 2025

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PREAMBLE

This Master Agreement is entered into this 26th day of February 2024, by and between Education Minnesota Alexandria, hereinafter called the “Exclusive Representative,” and Alexandria Public Schools of Alexandria, Minnesota, hereinafter called the “School District,” pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and amendments, hereinafter referred to as the “Act.”

ARTICLE I

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with PELRA, the School District recognizes Education Minnesota Alexandria as the Exclusive Representative of teachers employed by the School District in which the Exclusive Representative shall have those rights and duties as described by PELRA and as described in this Agreement.

Section 2. Definitions:

Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, staffing ratios, and the School District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. In the case of school employees, “terms and conditions of employment,” includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. “Terms and conditions of employment” is subject to the provisions of PELRA.

The School Board and the Exclusive Representative recognize all definitions found in Section 179A.03, the provisions of 179A.18, the Rights and Obligations of Employees and Employers in Sections 179A.06 and 179A.07 as well as all other Sections of the Public Employment Labor Relations Act of 1971, as amended, except as they may be in violation of 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 the state and federal government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Failure to specifically mention other Sections of the Act does not mean they are excluded from this Agreement.

“Teacher” shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed, except Superintendent, assistant superintendent, principals and assistant principals, who devote more than fifty percent (50%) of their time to

administrative or supervisory duties, daily substitute teachers who do not replace the same teacher for more than ten (10) working days and such employment does not come within the exceptions stated in the PELRA, and such other employees excluded by law.

ARTICLE II

TEACHERS RIGHTS/OBLIGATIONS/PROCEDURES

Section 1. Request for Payroll deduction, authorization, and remittance:

Pursuant to PELRA, teachers shall be allowed payroll deduction for the Exclusive Representation and the political fund associated with the Exclusive Representative, and registered pursuant to Minnesota Statutes, Section 10A.12. Upon notification by the exclusive representative, the Payroll Specialist will deduct from the teacher's paycheck the deductions that the teacher has agreed to pay in 22 equal installments, beginning within thirty (30) days of notice of authorization from the Exclusive Representative. The Payroll Specialist will also remit the deductions to the Exclusive Representative within thirty (30) days of the deduction.

Teachers who sign authorization cards for payroll deduction of membership dues on or after October 1 must agree to continue such deductions for a period of eleven calendar months. Each authorization shall be renewed from year to year thereafter, unless the employee notifies both the employer and the Union in writing, with a valid signature, of the employee's desire to revoke the authorization during the week of the year preceding October 1.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, including any reasonable attorney fees and litigation costs, that any person may have or claim to have, now or in the future, arising out of or by reason of the payroll deduction, authorization, and remittance specified by the exclusive representative as provided in this Master Agreement.

Any dispute related to this Section shall not be subject to the grievance proceedings set forth in **Article XI** and must be resolved through an unfair labor practice proceeding under Minnesota Statutes, Section 179A.13.

Section 2. Records Relating to Individual Teacher: (M.S. 122A.40)

Subd. 1. Access: All evaluations and files generated within the School District relating to each individual teacher shall be available to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.

Subd. 2. No disciplinary material shall be placed in a teacher's file or oral reprimand file without written notification being given to the teacher.

Subd. 3. Expungement: The School District may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure of the Master Contract.

Subd. 4. Within twenty (20) calendar days from the date of hire, the District shall provide in electronic form to Education Minnesota Alexandria the names, FTE status, worksite location and assignment, home address, work telephone number, home and personal cell phone number on file, date of hire, and work and personal email address on file of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide Education Minnesota Alexandria with a current bargaining unit list.

The District shall also provide notice of the separation or employment or transfer out of the bargaining unit, of a bargaining unit employee within twenty (20) calendar days.

Section 3. Officer of a Professional Association:

A leave of absence not to exceed two (2) years without pay shall be granted to a teacher for the purpose of serving as an officer of a professional association or on its staff.

Section 4. Inherent Managerial Rights:

The School District is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy 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 discretion of personnel.

Subd. 1. 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.

Subd. 2. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all teachers shall perform the teaching and non-teaching services prescribed by the School District 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 order, 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 Master Agreement.

Subd. 3. 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 specifically included in this Master Agreement, and all managerial rights and managerial functions not specifically included in this Master Agreement are reserved to the School District.

Section 5. Effect of Laws, Rules, and Regulations:

The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and teaching related duties prescribed by this Agreement and/or by the School Board and shall be governed by the laws of the State of Minnesota. The Exclusive Representative 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 in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 6. Nonfulfillment of Individual Teacher Employment Contract:

Subd. 1. A teacher who leaves during the contract year will incur a \$1,500 penalty and it shall be paid by payroll deduction.

Subd. 2. If a teacher breaks the individual teacher contract commitment for the upcoming school year after July 1 but before the first teacher individual contract day, he/she shall incur a \$1,500 penalty.

Subd. 3. If a teacher leaves with less than two (2) weeks' notice, a recommendation will be made to revoke his/her teaching license.

Section 7. Reservation of Managerial Rights:

The foregoing instrument enumeration of inherent managerial rights shall not be deemed to exclude other inherent managerial rights and functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 8. Letter of Understanding and Memo of Understanding:

The Exclusive Representative and the School District may agree upon Master Agreement language beyond the terms of the Agreement through either a letter of understanding or a memo of understanding.

Subd. 1. A letter of understanding will be an agreement for the term of the negotiated Master Agreement that shall not be incorporated into the Master Agreement unless mutually agreed upon through the negotiation process between the Exclusive Representative and the School District.

Subd. 2. A memo of understanding will be a mutually agreed upon clarification in the current negotiated Master Agreement between the Exclusive Representative and the School District. (The agreed upon memo of understanding will be approved upon a majority vote of both the Executive Council of the Exclusive Representative and the School Board).

The memo of understanding shall not be incorporated into the Master Agreement unless mutually agreed upon through the negotiation process between the Exclusive Representative and the School District.

Section 9. Use of Facilities:

Subd. 1. Duly authorized representatives of the Exclusive Representatives shall be permitted to transact official Exclusive Representative business on school property outside of the basic duty day. Except as provided in Article II, Section 9, Subd. 5, official business can only be transacted during the basic duty day with the prior approval of the Superintendent whose decision is final and binding and not subject to the grievance procedure. However, such Exclusive Representative business cannot involve, in any way, the planning or discussion for any strike, work stoppage, withholding of service, work slow-down, picketing or bannering of any kind. Such use of school property shall be without charge except when it involves additional custodial service or other costs directly related to such use whereupon the Exclusive Representative shall pay for such custodial service and related costs upon receipt of an itemized statement of such costs from the School District.

Subd. 2. The Exclusive Representative shall have the right to use the School District's facilities, equipment, mailboxes, email addresses, and mail service upon prior approval of the Superintendent, and the School District shall establish a list of charges for the cost of using equipment, facilities, mail boxes or mail service whenever the use of such equipment, facilities, mail boxes, or mail service results in an additional cost to the School District. However, School District facilities, equipment, mail boxes, or email addresses, or mail service shall not be used for planning, discussion, or printing of materials for any strikes, work stoppages, withholding of services, work slowdowns, picketing, bannering, or for the printing of any materials criticizing or attacking the School Board or any person employed by the School District in any way, and shall not be used for the distribution of negotiations, mediation or arbitration propaganda, and may only be used for negotiations, mediation or arbitration for the purpose of preparing teachers' proposals and counter proposals. "Propaganda" shall be defined as "the spreading of ideas or information to further or damage a cause."

Subd. 3. The Exclusive Representative shall have the right to meet in person with newly hired teachers, without charge to the pay or leave time of the employee, for thirty (30) minutes, within thirty (30) calendar days from the date of hire, during new employee orientation. Meetings may be held longer than thirty (30) minutes only by mutual agreement of the School District and the Exclusive Representative.

Subd. 4. The Exclusive Representative shall have the right to place appropriately identified notices and other material on designated school bulletin boards, through electronic mail, and in teachers' mailboxes.

Subd. 5. The Exclusive Representative may schedule up to four meetings per school year after the students' classroom day but prior to the end of the teachers' workday. Such meeting shall not convene, nor shall teachers leave their teaching site sooner than fifteen (15) minutes after the student dismissal time. Specific dates and times of the meetings should be cleared in advance with the building

principal. Association meetings shall not be held at a time which would conflict with previously scheduled building meetings and/or activities. EMA meetings may start after the teacher contract day.

This shall construe no limit on the number of meetings the Exclusive Representative can call using school facilities after the basic teacher workday.

Section 10. Progressive Discipline:

Subd. 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the teacher and the teacher's supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Subd. 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S. 122A.40. A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this Article.

Subd. 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or the Superintendent's designee. If a suspension without pay is to be considered pursuant to Section 2. above, the teacher shall be afforded an opportunity to meet with the Superintendent or the Superintendent's designee, and the teacher may elect to have a representative in attendance at any such meeting.

Subd. 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or the Superintendent's designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.

Subd. 5. Removal from Duty – Investigation: This Article shall not apply to a teacher who is removed from duty on paid suspension pending investigation of allegations or to a teacher charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

ARTICLE III

HOURS OF SERVICE

Section 1. Basic Day, K-12:

Subd. 1. The school day for K-12 teachers shall be eight (8) hours in length including a half-hour duty-free lunch period.

Subd. 2. Professional Day: Teachers shall perform the teaching and non-teaching services and abide by the rules and regulations established by the School District. On workdays immediately prior to a non-duty day, teachers may leave the building after students have departed.

Section 2. Building Hours:

The specific hours of an individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Preparation Time and Regular Student Contact Assignment:

Subd. 1. Preparation time is defined as uninterrupted time provided teachers to prepare for completing their duties as a teacher.

Subd. 2. For each 25 minutes of regular classroom instructional time assigned, a teacher will be provided a minimum of five (5) minutes of preparation time within the student contact day. While the School District will make reasonable effort to provide such preparation time on a daily basis, the provisions of this Subdivision permit the averaging of time on a weekly or cycle basis. The School District shall make a reasonable effort to provide preparation time in no more than two usable blocks of time of at least 20 minutes in length.

Subd. 3. The remaining hours of the teacher's basic day, when the teacher is not assigned regular classroom instructional time or preparation time as described in Subd. 1. hereof, the teacher will be available for other activities such as student supervision, individual help for students, parent conferences, faculty and department or curriculum meetings.

ARTICLE IV

CLASS SIZE/CASELOAD

The Exclusive Representative will work with the School District to strive for an ideal student to teacher ratio in all grade levels of 27 to 1 or less. However, due to scheduling fluctuations which normally occur, the following language addresses maximum class sizes:

Section 1. Grades K-6:

For grades K-6, no class section shall exceed a 30 to 1 student-to-teacher ratio; with the exception of band, choir, physical education and orchestra, without being subjected to the review process as outlined in Section 3, Subd. 1. of this Article.

Section 2. Secondary:

Individual class sizes shall be scheduled by consideration of the number of learning stations available, safety factors, classroom sizes, learner outcomes, behavioral difficulties of students, and any other factors that the department chairs reach consensus on in the course of the scheduling process. No class section shall exceed a 38 to 1 student-to-teacher ratio with the exception of band, choir, and orchestra, without being subjected to the review process as outlined in Subd. 1. of this Section.

Section 3. Special Education:

Special Education caseload guidelines as defined by Minnesota Rule 3525.2340, School District Policy, and the ASHS (American Speech-Language-Hearing Association) position statement will be consulted to determine the appropriate caseload sizes for teachers serving as special education teacher in Alexandria Public Schools.

Caseloads that are not aligned with these documents may be subject to the review process as outlined in Subd. 1. of this Section.

Subd. 1. Any class section/caseload which exceeds the limitations of Article IV shall be subject to review and potential modification by a committee which consists of the School District administrative representative, immediate supervising administrator, affected teacher, and his/her designated Exclusive Representative.

Section 4. Determination of Average Class Size:

Subd. 1. Class size for grades 7-12 is determined by the number of students in each classroom on a daily basis with the exclusion of special education and music classes.

Subd. 2. Class size for grades K-6 is determined by the ratio of the number of full-time students served at least 40% of the time in a regular classroom to the number of full-time equivalent regular classroom teachers. The School District will strive to arrange classes by grade level that are comparable in size, recognizing the limits of single-section schools and categorical funding requirements.

A classroom teacher is a teacher licensed to teach all subjects to children in grades PreK-6, whose duties are full-time, regular classroom instruction, excluding teachers for whom federal aid or state special education aid is received, itinerant teachers, and teachers providing instruction outside of the regular classroom. Part-time classroom teachers are counted based on the number of hours of instruction in grades PreK-6.

ARTICLE V

SCHOOL YEAR

Section 1. Teacher Duty Days:

Pursuant to M.S. 120A.40, the School Board, after conferring with the Exclusive Representative, on or before May 1 of each school year, shall establish the number of student days and teacher duty days for the next school year. The teacher shall perform services on those days determined by the School Board, including legal holidays on which the School Board is authorized to conduct school. The number of days shall be 183 days for each of the years covered by the Agreement.

Section 2. Period of Employment:

Teachers shall work 183 contracted days under the following arrangement for the 2023-2024 and 2024-2025 school year:

Grade Level	Instructional Days	Parent-Teacher Contact Days	Professional Development Days	Teacher Workdays
Grades PreK-5 plus ECSE	171	5	4	3
Grades 6-8	173	3	4	3
Grades 9-12	174	2	4	3

Subd. 1. Definitions:

- (1) Instructional Days: Days when students are in attendance.
- (2) P-T Contact Days: Days dedicated to enhancing parent and teacher connections that would include parent-teacher conferences (The format for parent teacher conferences will be decided by District Administrators and will be shared with teachers by September 30th of each year), student registration days, open houses, and school orientations.
- (3) Professional Development Days: Building and District days dedicated to goal driven staff improvement activities that would include collaboration, reflection, and initial and follow-up training. On occasion, time may be used for teacher work functions.
- (4) Teacher Workdays: Days dedicated to team and individual teacher planning and assessment.
- (5) E-Learning Days: The School District shall adopt an e-learning plan in accordance with MN State Statute.

Subd. 2. Coordination of Calendar: The school calendar and contracted days shall be coordinated by the School Board and/or its designated representative. The decision regarding dates to be used for these activities should be made on or before May 1 of the preceding school year. Emergency closing days will be made up in accordance with School District Policy.

Section 3. Flexible Duty Days:

Subd. 1. Definition: Flexible duty day(s) are necessary work assignments and/or arrangements between an individual teacher and the School District beyond the regularly scheduled school calendar. The flexible day(s) allows a teacher to not work on a scheduled school calendar workday and then be rescheduled by the School District into another day beyond the school calendar.

Subd. 2. School District Approval: The School District may approve flexible duty days with the individual teacher when:

- (1) The request is made in advance of the scheduled workday;
- (2) The purpose of the flexible day(s) is to enhance the teacher's services to the School District and/or advance education in another setting (i.e. School District, region, national);
- (3) Substitute teaching arrangements can be arranged to meet the teacher's regularly assigned duties.

These arrangements (including the exact exchanged days) will be done on an individual basis and written documentation of the mutual agreement for the flexed days will be developed and signed by the individual teacher and the Superintendent and/or designee. The decision of the School District shall be final and binding and is not subject to the grievance procedure.

Subd. 3. Flexible Duty Hour: Certified staff that are not required to participate in parent-teacher conferences may flex their parent-teacher contact time when pre-approved by his/her immediate supervising administrator. The flexible duty hours will be used for unit or department planning, professional training or duties assigned by the immediate supervising administrator. Documentation of the actions from the flexible duty hours will be made upon request of the immediate supervising administrator.

A teacher's workday hours may be modified if the adjustment allows staff to better accommodate the needs of the student population they service, to complete due process paperwork, or other needs as requested by the District. The hours of service will be designated by the School District.

Section 4. Employment, Reassignment, and Transfers:

Subd. 1. Employment and Reassignment of Teachers: In the initial phases of employment the School Board will, whenever reasonably possible, request input from teachers and administration. In teacher reassignment and/or transfer the School District will seek and consider input from the affected teacher(s) and the building administration, including: the interests of the students involved; the skills and seniority of the teacher(s) involved; licensing requirements of the position; the overall management responsibilities; and any other factors it may deem appropriate. The decision relative to initial employment is final and binding and not subject to the grievance procedure. The decision to assign, reassign, or transfer a current teacher may be grieved through Level III of the grievance procedure; however, the decision of the School Board at Level III is final and binding and not subject to arbitration as provided in the grievance procedure.

Subd. 2. Large Scale Voluntary or Involuntary Transfers: In the event of a large-scale transfer of teachers to another building site (i.e.: moving one or more grade levels to another building; staffing a new building), the School District and the Executive Representative will work to establish a process as the situation dictates. The following criteria will be used as a part of that process in making the determinations. All items are given equal consideration: balance of male/female; balance of years of experience; comfort level in the grade; licensure; previous experiences/nonexperience; seniority; time at present grade/unit/building; ability to work with other potential transferees. All other factors being equal, seniority shall be the final determiner in an involuntary transfer.

If a teacher who has been involuntarily reassigned feels that the criteria have not been fairly considered, she/he may grieve this through Level III of the Grievance Procedure.

Subd. 3. Moving Rooms: When a teacher is reassigned for any reason, the School District will allow a teacher to use his/her Banked Day Plan and will compensate (see appendix E) the teacher up to an additional 4 hours to facilitate any necessary transitions.

If a teacher chooses not to use his/her Banked Day Plan, the School District will compensate the teacher for up to 12 hours to facilitate any necessary transitions. No teacher will be compensated (see appendix E) for more than 12 hours under this provision.

Subd. 4. Shared Teaching Positions: In the event that two teachers express a desire to share one teaching position, the following guidelines apply:

- (1) Except as noted below, each teacher shall have been employed as a contracted teacher in Alexandria Public Schools at least three years during the preceding five-year period. This requirement may be altered if agreed to by the Exclusive Representative or its designee and the District Administration.
- (2) Neither teacher's position shall exceed a 70% portion of an FTE.
- (3) Application shall be made in writing by both teachers to the Superintendent on or before March 1 to be considered for the following school year. A reapplication is required annually if the teachers seek to extend their shared teaching positions. The Superintendent and the immediate supervising administrator directly affected shall make the final determination on the application and their decision is binding and not subject to the grievance procedure.
- (4) The day-to-day schedule shall be determined by the teachers involved, the immediate supervising administrator involved, and the School District administration. Specifics such as schedule, student evaluation, parent/teacher conferences, student expectations, classroom policies, and procedures, and the like shall be determined by said teachers and the immediate supervising administrator.
- (5) Each teacher will be classified as a less-than-full-time teacher for purposes of employment under the Master Agreement.
- (6) Salary placement will be according to the training and experience of each teacher.
- (7) If during the school year, one teacher resigns or is unable to fulfill her or his position, the other teacher could be expected to assume the entire position within twenty (20) days for the remainder of the school year only.

Subd. 5. Teacher Work Proposal Option: In the event a teacher is assigned to teach a course(s) or is assigned to teach a grade level(s) with a significant change in grade levels (i.e. primary to intermediate, middle level to high level) and the teacher has not taught the course or in the grade level in the past ten school years, the teacher may submit a work proposal. The proposal would allow the teacher up to a total of 20 hours of curriculum writing and/or mentoring time to prepare him/her for the new assignment.

The proposal would be submitted to his/her immediate administrating supervisor and in consultation with the Exclusive Representative. The decision is final. The funding support of the work proposal will be from district-wide funds.

Section 5. Special Education Teacher Assessment Time:

Special education teachers with the pre-approval of the director and/or assistant director of student support services have the option, to receive time throughout the school year to complete due process paperwork and/or initial comprehensive assessments to ensure compliance with mandated timelines (this is not staffing time and will be compensated at the due process paperwork rate of pay – see Appendix E).

This Section is subject to the grievance procedure to Level II.

Section 6. Early Childhood Special Education Stretch Calendar:

Early Childhood Special Education (ECSE) teachers, service providers, or other certified staff will provide services through a stretch school calendar. A stretch calendar is defined as a calendar that follows the district's standard fiscal year of July 1 – June 30 of any given year. Staff will work during the summer months to provide service coordination and services, process referrals, and complete special education evaluations to meet due process deadlines.

They will be required to stretch the duty days beyond the regularly scheduled school calendar and not to work on identified scheduled workdays according to the school calendar. ECSE teachers on a stretch calendar will work the same number of days as other certified staff that are not on a stretch calendar. If ECSE teachers work additional days outside of their contract, they will be compensated for these days at their daily rate of pay.

The stretch calendar will be assigned to the teachers by the Superintendent or his/her designee. The teachers' calendars will be developed on a biennial basis in a collaborative effort between the two (2) teacher representatives selected by the Exclusive Representative and the Director of Student Support Services. A teacher may request a calendar change to his/her supervising administrator in order to accommodate student needs.

Section 7. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other uncontrollable emergency, 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 day(s) in lieu thereof as the School Board or its designated representative shall determine. The decision as to what day or days shall be used to make up this time shall be determined by the School Board, after conferring with the Exclusive Representative.

Subd. 2. In the event of energy shortage, severe weather, or other uncontrollable emergency, the School District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be changed, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Section 8. Work Stoppage:

In the event of a teacher-initiated work stoppage, the teachers' compensation shall be reduced in the amount of 1/number of teacher duty days of the teacher's basic salary, for each day of the work stoppage. However, the School Board in its discretion may reschedule such days lost due to such work stoppage.

Section 9. Teacher on Special Assignment:

Certified teachers may agree to serve in either a part-time or full-time position of Teacher on Special Assignment. The teacher will remain a bargaining unit member of Education Minnesota-Alexandria and will be employed under the terms and conditions of the Master Agreement.

The following conditions will pertain to a Teacher on Special Assignment:

- (1) All new special assignment positions will be identified through the meet and confer process.
- (2) All special assignment positions will be posted internally and a pool of internal candidates will be interviewed. If no internal candidate can be administratively recommended to the School Board, the School District may post externally and hire a candidate according to School Board policy.
- (3) A teacher will retain the seniority status for his/her years of teaching experience in the School District. The teacher will advance on the salary schedule for his/her years of experience and approved lane changes as per ARTICLE VII and ARTICLE IX.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Sick Leave/Disability Leave/Earned Sick and Safe Time (ESST):

Eligibility: Teachers will accrue thirteen (13) sick leave days (104 hours) of sick leave annually. Based on the contracted number of days worked in a school year, teachers working less than 183 days will have their sick leave prorated. Part-time staff will have their time prorated based on their assigned FTE (full-time equivalent).

Subd. 1. Sick leave will be used in increments of $\frac{1}{4}$ day (under 2 hours), $\frac{1}{2}$ day (2-4 hours), or a full day (over 4 hours).

Beginning March 1, 2024, sick leave will be used in increments of $\frac{1}{4}$ day (under 2 hours), $\frac{1}{2}$ day (2-4 hours), $\frac{3}{4}$ day (4-6 hours) or a full day (over 6 hours).

Beginning September 1, 2024, one (1) of the thirteen (13) sick leave days (8 hours) will be allocated to utilize in one (1) hour increments. The remaining twelve (12) days will be used in increments of $\frac{1}{4}$ day (under 2 hours), $\frac{1}{2}$ day (2-4 hours), $\frac{3}{4}$ day (4-6 hours) or a full day (over 6 hours).

Subd. 2. Sick leave is to be used for a teacher's personal illness or injury. Sick leave may also be used for preventative specialist care due to limited availability.

A teacher may use sick leave benefits provided by the School District for absences due to an illness or injury of the teacher's child for such reasonable period as his/her attendance with the child may be necessary, on the same terms the teacher is able to use sick leave benefits for the teacher's own illness or injury. In addition, sick leave may be used for preventative specialist care for the teacher's child due to limited availability.

"Child" is defined in M.S. 181.940, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Effective January 1, 2024, and thereafter, the first forty-eight (48) hours (six days) of sick leave accrued will be designated as Earned Sick and Safe Time (ESST). ESST shall be permissible when a teacher's absence is found to have been due to the reasons set forth in Minnesota State Statute 181.9447.

Subd. 3. Any unused sick leave will accumulate to a maximum of 120 days. All sick leave days noted in Article VII, Sections 3., 4., 5., 7., and 11. used during the year will be deducted from the accumulated sick leave days. Upon accumulating 120 days of sick leave, each teacher will be eligible for a Sick Leave Buy Back for unused days to a maximum number of 10 (ten) days per year at the current daily substitute teacher rate of pay. Payment for unused sick leave days will be made on the July 15th paycheck of that calendar year for the previous school year.

Subd. 4. A teacher using sick leave for disability related to pregnancy shall submit a written statement from the attending physician certifying the period of disability.

Subd. 5. Certificates of illness by the attending physician may be required for all absences of more than three (3) consecutive days.

Subd. 6. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year. Each day without pay will be calculated at the rate of $\frac{1}{183}$ of his/her annual base salary. The leave may be renewed each year upon written request to the School Board by the teacher.

Subd. 7. If, during a school year, a concern is expressed to the immediate supervising administrator or to the School District's Human Resources Director regarding the frequency of a teacher's use of sick leave, the supervising administrator may request a certificate of illness by the

attending physician for each subsequent day of sick leave (the immediate supervisor may require further authentication after conferring with the Human Resources Director and gathering input from the affected teacher). Failure to comply with the request for documentation of sick leave utilization will result in disciplinary action to the teacher.

Subd. 8. Any teacher who uses zero (0) days of sick leave during the 2023-2024 school year (for personal illness, emergency leave for immediate family illness or funeral, illness of dependent child, father's leave for child birth, adoption leave, bereavement leave, worker's compensation, leave without pay, and/or child care leave without pay) during the teacher's contract year will receive one (1) additional day of personal leave the subsequent contract year. This incentive will be discontinued following the 2023-2024 school year.

Subd. a. To clarify the use of the bonus personal leave day, earned by using zero days of sick leave per Subd. 8. of this Section, it is agreed that the bonus day will be granted at the beginning of the following year, and that no teacher may use accrued personal leave to be absent from the classroom more than five consecutive days in accordance with Article VII, Section 4., Subd. 1. In other words, the bonus day may not be used for a six-consecutive-day leave.

Subd. 9. A teacher shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If a teacher is rehired within 180 days of separation from employment, only sick leave/ESST accrued after January 1, 2024, and unused at the time of said separation, shall be reinstated upon hire.

Section 2. Sick Leave Teacher Protection Bank:

When a teacher has used all of his/her sick leave, the teacher may apply to the Sick Leave teacher Protection Bank for an illness/accident (medical emergency) for him or herself. Under those same conditions, a teacher may apply for up to a maximum of ten (10) days per school year for an illness/accident (medical emergency) for a dependent child under the age of 26. A medical emergency is a major illness or other medical condition that requires a prolonged absence from work, including intermittent absences that are related to the same illness or condition that would otherwise qualify for use of individual sick leave if the employee had individual sick leave days available. The Sick Leave Teacher Protection Bank will not provide additional days for family illness or accident beyond what is described in this Section. This issue is not grievable.

Teachers applying for days from the Sick Leave Teacher Protection Bank are not required to use their personal leave days prior to requesting days from the bank.

Subd. 1. Membership will be open to all teachers who are eligible for the School District's Long-Term Disability Insurance Protection. The request for participation will be made by the Executive Board of the Exclusive Representative to the membership. Eligible teachers must declare their intent to participate:

- (a) One or before September 30 of any year, or
- (b) Within 30 days of a position hired during the school year.

- (c) Declare to designate one (1) sick leave day to the bank the first year and one (1) sick leave day to the bank the second year of participation.
- (d) Recognize the maximum sick leave designation is two days.

Subd. 2. Teachers who do not belong to the Sick Leave Teacher Protection Bank will not be able to draw days from it.

Subd. 3. The Sick Leave Teacher Protection Bank shall not be used when a teacher qualifies for long-term disability income insurance.

Subd. 4. All teachers who choose to participate in the “Bank” will be assessed from their accumulated sick leave. All assessed days will be accumulated from year to year in a “Bank” where they will be available to teachers who have used all of their designated sick leave days. When all of the days in the “Bank” have been reduced to 200 days, teachers who are participating will be assessed an additional day of sick leave to the “Bank.”

Subd. 5. All requests for use of the “Bank” will be made to the Exclusive Representative. A certificate of need giving rise to the medical emergency from a physician shall accompany the Sick Leave Bank Request. The certificate should state the number of possible days needed. It should further state there is a need, but not the medical cause of the request. They will be determiners as to if the request will be honored. All claims will be coordinated with the teacher’s Long-Term Disability Insurance Protection. The Exclusive Representative reserves the right to determine the number of days awarded to any teacher. All decisions of the Exclusive Representative are final.

Subd. 6. No teacher will be allowed to access more than ninety (90) days of banked sick leave days in any school year.

Subd. 7. No teacher will lose an earned additional day of personal leave as identified in Article VII, Section 1., Subd. 8., by giving a day(s) to the Sick Leave Teacher Protection Bank.

Subd. 8. Members will not be able to access the “Bank” in the case of a Normal Pregnancy. Pregnancies that result in medical complications for the mother will be allowed to access sick leave days from the “Bank.”

Subd. 9. A teacher may withdraw from the Teacher Protection Bank at the beginning of any school year. In the case of a withdrawal, a teacher’s contribution of days to the “Bank” will remain in the “Bank.” Upon withdrawal, the teacher gives up all rights to request days from the “Bank.”

Subd. 10. In the event that the minimum of 200 days noted in Subd. 4. is not met through the initial sign-up, the Exclusive Representative and School District will use the meet and confer process to modify the minimum number of “bank” days necessary.

Subd. 11. In the event that a qualifying teacher has his/her FTE reduced to less than 75% by the School District, or voluntarily under Minn. Statute 354.66, said teacher will remain a member of the bank on a pro rata basis.

Subd. 12. In the event that a teacher is injured on the job by a student, they may use up to a maximum of 3 days sick leave from the Sick Leave Teacher Protection Bank. If the employee is reimbursed from work comp for the missed days, the employee would not be eligible to use the Sick Leave Teacher Protection Bank. Said teachers shall not have to have exhausted their own sick leave day accumulation in order to be eligible.

Subd. 13. The EMA Executive Board will render decisions on any circumstances or appeals related to this Section.

Section 3. Family Bereavement/Emergency Leave:

Subd. 1. A total of three days of family bereavement/emergency leave may be used in each year in the event a teacher is absent because of a death or illness in the immediate family. The immediate family includes spouse, domestic partner, child, parent, grandparent, grandchild or sibling. The aforementioned relationships include step and in-law family members. Special consideration may also be given for any other person whose association with the employee was similar to any of the above relationships. Requests for special consideration should be made to the teacher's immediate supervising administrator.

Family bereavement/emergency leave/extended emergency leave may be used in increments of half or full day(s) and will be deducted from the teacher's sick leave balance.

The request for emergency leave must be serious enough to warrant hospitalization and/or treatment/consultation with a medical specialist (i.e.: emergency room visit, hospitalization, outpatient surgery, or clinical visit with a specialist).

The School District's Human Resources Director and the Exclusive Representative will meet as needed to approve or deny any emergency leave day requests that do not clearly meet the above-defined criteria. If there is disagreement between these two individuals on whether the day(s) should be granted or denied, the Superintendent will make the final decision.

Subd. 2. A teacher may be granted an **extension** of family bereavement/emergency leave day(s) upon approval by the School District's Human Resources Director after conferring with the Exclusive Representative. Use of the extended days shall be open to all teachers who have exhausted their family bereavement/emergency leave from the School District and have sufficient sick leave days from which to deduct. All extended emergency leave days used by a teacher will be deducted from that teacher's sick leave days. No teacher will be allowed to access more than 3 days of extended Family Bereavement/Emergency Leave in any given school year. This decision is final and not subject to the grievance process.

Subd. 3. If it is determined that more days are needed, the teacher can make a written request to the Superintendent to purchase additional day(s) at the current substitute teacher rate of pay. This decision is final and not subject to the grievance process.

Subd. 4. In extenuating circumstances upon exhausting all days granted through Subd. 1-3 of this Section, a teacher may make a written request to the Superintendent requesting an extension of leave for family bereavement/emergency leave situations. This leave will be unpaid and will be granted at the discretion of the Superintendent. The Superintendent's decision is final and not subject to the grievance process.

Subd. 5. Bereavement Leave: In the case of a death of anyone not specifically addressed by Article VII., Section 3., Subd. 1., the School District will provide a teacher with one day of bereavement leave each school year to attend a funeral or memorial service. Bereavement leave may be taken in a half-day or full day increment.

This additional day shall not be accumulative from year to year and will be deducted from the teacher's accumulated sick leave. A teacher scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with his/her scheduled day. In addition, internal teacher coverage will be provided when possible for funerals or services that do not require substitute coverage for an entire school day.

Section 4. Personal Leave:

Eligibility: Teachers will accrue personal leave based on the contracted number of days worked in a school year. Personal leave may be taken in half-day or full-day increments.

Subd. 1. A qualifying teacher shall be granted two (2) personal leave days per year, non-accumulative except as herein provided, for any reason.

After five (5) or more years of teaching experience in the School District shall be granted a third personal leave day for any reason.

Effective 7/1/2024, after fifteen (15) or more years of teaching experience in the School District shall be granted a fourth personal leave day for any reason.

Effective 7/1/2024, after twenty-five (25) or more years of teaching experience in the School District, shall be granted a fifth personal leave day for any reason.

A qualifying teacher, pursuant to Subd. 3. of this Section, after three (3) or more years of teaching experience in the School District, may accumulate personal leave up to a total of six days, of which five of these days may then be used consecutively.

A qualifying teacher, pursuant to Subd. 3. of this Section, with less than three years of teaching experience in the School District who has not used all available personal leave during the school year shall be paid at the current substitute teacher daily rate of pay or on a pro-rated basis if less than full-time. Such payment shall be made after the end of the school year.

Any teacher who is eligible to accumulate personal leave days and who has not used all available personal leave during the school year may choose to apply those days towards his/her accumulated six

personal leave days or be paid at the current substitute teacher daily rate of pay or on a pro-rated basis if less than full-time. Personal leave days will automatically be accumulated to the next school year unless the employee exceeds the limit of six personal leave days or notifies the School District's Human Resources Department on or before May 15th indicating that he/she would like to be paid for his/her unused personal leave days. Such payment will be made on the June 30th paycheck.

Subd. 2. Notices for personal leave – except in the case of an emergency – must be submitted through the Absent Management System at least three (3) days in advance of the day requested. The number of teachers on personal leave and/or a general absence (leave without pay) on the same day will be limited to no more than five (5) percent of the teacher's eligible district-wide. If a fractional number of teachers of one-half (.5) percent or more occurs, it will count as one additional teacher eligible for personal leave. If the fractional number of teachers is less than one-half (.5) percent, it will not count as an additional teacher eligible for personal leave.

Granting of personal leave will take place no earlier than the first day of workshop at 7:00 a.m. for that respective year.

Personal leave will not be granted, according to the approved school board calendar, during the first three (3) student contact days each year, or the last three (3) student contact days each year, or on any day scheduled for daytime/evening parent-teacher contacts (see Article V., Section 2., Subd. 1.) or on professional development days. The only exceptions would be if there is a "lifetime event" i.e. a marriage/wedding, college graduation, athletic or academic event when a child is an active participant or an event that cannot be emulated on any other day. The Superintendent and/or his/her designee are authorized to make exceptions to the beginning and ending of the year restrictions.

The Superintendent and/or his/her designee may exceed the 5% limitation at his/her discretion subject to the availability of substitutes when, in his/her judgment, there is an emergency.

If a teacher want to rescind an approved personal leave request, the teacher must notify his/her immediate supervising administrator at least 48 hours in advance of the time the leave would have started. If a request to rescind is submitted less than 48 hours before the time of the leave, the request may be approved if the teacher's immediate supervising administrator can arrange a reassignment of the substitute teacher who was scheduled to cover for this personal leave request.

Subd. 3. Personal leave is not applicable to part-time teachers who teach less than half-time. Personal leave for part-time teachers who work half-time or more shall be pro-rated. Full-time teachers who work less than the full number of teacher duty days as defined in Article V., Section 2., excluding paid time off, shall receive a pro-rated number of personal leave days, rounded up to the nearest half day.

Subd. 4. No teacher will exceed five (5) consecutive days of leave, regardless of the days being personal, general or a combination of leave days.

Section 5. Child Care Leave:

Subd. 1. A teacher may be granted child care leave upon making a written application for such leave. The teacher shall submit this written request to the Superintendent three months prior to the commencement date of the leave. If an emergency should occur, the welfare of the child and/or the teacher shall supersede the concerns of the District.

Subd. 2. The beginning date of such leave and its duration shall be mutually agreed upon between the teacher and the School District's Human Resources Director.

Subd. 3. The School Board may, but shall not be required to, permit the teacher to return to employment prior to the date designated in the child care leave.

Subd. 4. While on leave the teacher shall have the option of continuing all insurance coverages to which the teacher is entitled under the provisions of COBRA, by paying the full premiums for such coverage, subject to any restrictions of the carriers.

Subd. 5. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. The length of the disability shall be determined by the attending physician. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 6. Child care leave shall be without pay or fringe benefits.

Subd. 7. When a teacher has been on leave for a full school year pursuant to this Section, the teacher shall have the privilege of returning to a position for which the teacher is licensed. A teacher on leave for less than one year shall notify the Superintendent of intent to return at least 14 calendar days prior to the agreed upon date of return. Consideration will be given to return that teacher to his/her former position. Any teacher who does not return on the date provided in Article VI, Section 5, Subd. 2 shall forfeit all right of return.

Subd. 8. The teacher shall retain all seniority, salary and fringe benefits which had accrued prior to the leave. Insurance benefits will be reinstated the first of the month following the teacher's return to work.

Subd. 9. A teacher returning from leave shall be employed as provided in Article VI., Section 5., Subd. 8., unless previously discharged or placed on unrequested leave.

Subd. 10. The teacher shall accrue an additional year of experience credit only if more than half of the school year individual employment contract has been fulfilled in the year in which the teacher is on leave.

Subd. 11. Teachers who are granted child care leave may purchase an equivalent amount of service credit from the teacher's retirement account subject to the provisions of the TRA policies and at no expense to the District.

Section 6. Spouse's Leave for Child Birth:

A spouse will be granted a leave of five (5) days when their child is born during the school year. The spouse's leave will be deducted from their sick leave.

Section 7. Adoption Leave:

Subd. 1. Teachers may, for the purpose of adopting a child or children, use a maximum of six (6) consecutive weeks of sick leave beginning in the days immediately before or immediately after the date of parental custody. If the teacher does not have sick leave available, he/she may use unpaid leave for the portion or all of the six (6) weeks leave that is not covered by sick leave. If the adopting parents are both teachers employed by the School District, the total benefit provided for in this Subdivision shall not exceed the benefit of one individual teacher. Written application for such leave must be submitted at least three (3) calendar months prior to the date of commencement of the leave.

Section 8. Leave of Absence:

Subd. 1. To be eligible for up to one year's leave of absence, the teacher must have completed at least five years of teaching in the School District.

Subd. 2. Teachers wishing a leave of absence shall submit a written application to the Superintendent on or before March 1 of the preceding year, stating the reason for the leave and outlining the proposal benefits to both the applicant and the School District.

Subd. 3. The Superintendent shall present the request to the School Board with his/her recommendation. The School Board shall have the final judgment as to granting or denying the leave.

Subd. 4. At the conclusion of the term of a leave of absence, the teacher will be expected to return to a position for which the teacher is licensed. If the teacher wishes to apply for an additional leave of absence, not to exceed one year, a written request must be submitted to the Superintendent on or before March 1 of that year. The request shall be presented to the School Board by the Superintendent with his/her recommendation. The School Board shall have the final judgment as to granting or denying the leave.

Subd. 5. The Superintendent shall determine the percentage of teachers to be on leave of absence in any one year.

Subd. 6. Teachers on leave of absence pursuant to this Section shall maintain seniority status. Advancement on the salary schedule shall be at the sole discretion of the Superintendent and School Board at the time of approval of the leave.

Subd. 7. Teachers on leave pursuant to this Section may have the option of continuing all insurance coverage to which a teacher is entitled under the provision of COBRA by paying the full premiums for such coverage subject to the restrictions of the carrier.

Section 9. First Responder Emergency Leave:

A teacher who is a trained first responder shall be available to the community to assist in a catastrophic emergency or natural disaster during his/her duty day when pre-approved by his/her immediate supervising administrator and internal staff coverage of the teacher's classroom duties can be arranged. The teacher will be responsible for enacting the coverage plan and notifying his/her supervising administrator upon departure from the building.

The teacher may use personal leave or flex time, if applicable, or take leave without pay. This leave does not allow a teacher to leave during, or be excused from, a professional development day or parent/teacher conference time to fulfill their duties as a first responder.

A teacher who qualifies for this Section should notify his/her supervising administrator to create a coverage plan and review expectations.

In the spirit of service to our community, a teacher may share experiences and/or training with students, when practicable, and with prior approval from his/her supervisor.

Section 10. Worker's Compensation:

Pursuant to M.S. 176, a teacher injured on the job in the service of the School District will be eligible to receive worker's compensation benefits. The School District will continue to provide fringe benefits during the period of worker's compensation as were provided prior to the worker's compensation benefit.

During the period of absence for which a teacher is receiving worker's compensation benefits, payroll will be calculated in the following manner: the worker's compensation benefit paid to the teacher will be deducted from the teacher's normal monthly net pay for the appropriate benefit period. The difference between the teacher's normal net pay and the worker's compensation benefit paid to the teacher will be considered sick leave at a prorated amount. Once the teacher has used up his/her accumulated sick leave, he/she will only receive the worker's compensation benefit. In no instance will the sick leave paid and the worker's compensation paid be more than the teacher's normal net pay.

Section 11. Staff Development Leave:

Subd. 1. Requests for Staff Development Leave should be submitted initially to building or district staff development committees. The committee's decision as to whether the request will be approved shall be based on the educational value of the activity to the teacher, the building, and/or the School District.

Subd. 2. The immediate supervising administrator shall grant short term leaves of absence, if there are adequate substitute teachers available and if staff development funds are available, for reasons such as attendance at workshops, school visitations, educational conventions, selected staff development conferences/meetings, or participation in professional organizations in areas of specialization. This decision shall be based on the educational value of the activity to both the teacher and the School District as determined by the building or district staff development committee.

Subd. 3. No deduction will be made from the teacher's salary for his/her staff development leave. For in-state travel, mileage will be reimbursed at the currently established School Board rate. For out-of-state travel, transportation costs will be paid at the current commercial rate or at the School Board mileage rate as approved by the Building Administrator. When one or more teachers are attending the same conference, the School Board will pay mileage for one car for every five teachers.

Subd. 4. The immediate supervising administrator shall determine the percentage of teachers to be absent on leave at one time.

Subd. 5. The decision of the immediate supervising administrator as set forth in Subds. 2. and 4. of this Section is subject to the grievance procedure through Level III. The decision of the School Board is final and binding and is not subject to further processing through the grievance procedure.

Subd. 6. A teacher may request and be granted, upon the written approval of the Superintendent, additional professional leave without pay. The decision of the Superintendent shall be final and binding and is not subject to the grievance procedure.

Section 12. Unrequested Leave of Absence:

Subd. 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10. that Article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of School District.

Subd. 2. Definitions: For the purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. a. Any reference to the word "days" regarding time periods in this plan shall refer to working days. The term "working day" is defined as all weekdays not designated as holidays by state law.

Subd. b. "Teacher" shall mean those members of the bargaining 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.) and M.S. 122A.26.

Subd. c. “Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the School District, has successfully had teacher experience in such subject matter or field within the past five (5) years.

Subd. d. “Seniority” applies to all qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as School District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the School District.

Subd. 3. Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of three years, after that the right to reinstatement shall terminate; provided the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the School District’s Human Resources Director, by April 1st of each year, 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 teacher and the School Board.

Subd. 4. Notice: Teachers placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 5. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Teacher Improvement Plan” as provided for in the “Teacher Evaluation and Peer Review Process” required in M.S. 122A.40, Subd. 8. A graduate degree of master’s or higher will not provide protection from ULA. The District may also take into consideration, teacher in whom the School District has invested School District funds to send to specialized training (Literacy and math coaches or Advanced Placement courses, mentoring, positions if lost, could cause additional financial hardship for the District, Teacher on Special Assignment (TOSA), or positions created by the School District for specific programming.)

Subd. 6. Affirmative Action Program: This Section shall not apply if its application will result in any violation of the School District’s affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 7. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher’s field and subject matter employed, and other relevant factors.

Subd. 8. Additional Assignments: If reduction in number of teachers based on seniority would result in the discontinuance of any curricular or extra- or co-curricular program, the teacher employed in

such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the School District.

Subd. 9. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. 10. Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this Article shall require the School District to reassign a senior teacher to a different position that the teacher is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior teacher.

Sub. 11. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license that qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Subd. 12. Reinstatement:

Subd. a. Process: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter unless the teacher on ULA left while on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8. Teachers placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in reverse order in which teachers were placed on ULA.

Subd. b. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notices of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient. The teacher on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this Article.

Subd. c. Acceptance of Re-employment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher, who shall have ten (10) days from the date of such notice 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 teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 13. Establishment of Seniority List:

Subd. a. Preparation of Seniority List: On or before October 1 of each year, the School District shall prepare seniority lists which shall contain the date of the first day of service and area(s) of certification for each teacher. Separate seniority lists will be kept for PreK-6 and 7-12.

Subd. b. Request for Change: Any teacher whose name appears on the seniority lists and disagrees with the order of seniority shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Human Resources Director.

Subd. c. Final List: Within ten (10) days of receipt of the request for change, the Human Resources Director shall arrange a meeting with EMA executive members, the person making the challenge, persons affected, and the building administrator to evaluate any and all written communications regarding the order of seniority contained in the established list and may make such changes the School District deems warranted. At the end of the twenty-day period, a revised, final copy of the seniority lists will be posted and shall be binding on the School District and any teacher. Teachers will be notified when such lists are posted and will include the location(s) of such postings.

Subd. 14. Filing of Licenses: In any year that a reduction of teaching positions is occurring, and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Subd. 15. Effect: This Article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This Article shall govern all teachers, as defined in Section 2., Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Subd. 16. Procedure: Any challenge by a teacher 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 13. Extended Leave:

The School Board may grant an extended leave of absence as provided in Minnesota Statutes 122A.46. The School District shall pay the employer's share of the Minnesota Teacher's Retirement Association (TRA) contribution for the teacher on Extended Leave of Absence during the full term of the leave. The decision of the School Board is final and binding and not subject to the grievance procedure. In the event the teacher on leave returns to work, he/she would repay the TRA contribution to the District.

Section 14. Association Leave:

The Exclusive Representative may use up to 17 days per year of regularly scheduled student contact time in order to manage the affairs of the Association. This shall be reported in the District's Absence Management System. The Exclusive Representative will reimburse the School District for the expense of the substitute teachers.

In addition, the School District will match an additional five days (for a total of 10) per school year of regularly scheduled student contact time for the Exclusive Representative's president to complete his/her duties. These duties shall include opportunities for the president to meet with Association members and school administration. The Exclusive Representative will reimburse the School District for one-half of the expense of the substitute teachers related to this matching leave effort.

Section 15. General Absence:

General Leave: Any teacher who uses days of leave that exceed those provided in Article VI., Section 1., 3., 4., 7., or 14. shall have his/her salary reduced by 100% of the daily rate of pay (annual salary divided by 183).

Subd. 1. No teacher will be allowed more than two (2) days of leave per year under this provision.

Subd. 2. No teacher will be allowed to use leave under this provision in lieu of personal leave.

Subd. 3. Requests for General Leave will be subject to the same application process and limitations as provided for under Article VI., Section 4., Subd. 2., and the maximum number of teachers absent from a given building will be calculated cumulatively with those teachers on personal leave.

Subd. 4. No teacher will exceed five (5) consecutive days of leave, regardless of the days being personal, general or a combination of leave days.

Section 16. Teacher Leave Provisions:

A request for leaves in these categories: Building Staff Development, District Staff Development, Extra/Co-Curricular Activities, Curriculum Writing, and Other, beyond a three (3) day maximum must be submitted in writing to the immediate supervising administrator no less than five (5) working days before the date(s) of the requested leave. The immediate supervising administrator will keep these written requests on file.

ARTICLE VII

INSURANCE

Section 1. Eligibility:

Subd. 1. For the purpose of this Master Agreement, a full-time teacher is one who is under contract 100 percent of the school year. A less-than-full-time teacher is one who is employed less than 100 percent of the school year. However, a teacher who is contracted on average for 75 percent or more of the school year shall be eligible for insurance benefits during the term of this Master Agreement.

Subd. 2. Teachers that are less than full-time, but at least .75 full-time equivalent, are eligible to participate in the School District's group health and dental insurance plans. The School District contributions toward these insurance plans will be prorated accordingly.

Subd. 3. In the event of the death of a teacher, his/her spouse may elect to remain a part of the District's group health and dental programs under the provisions of COBRA. The School District contribution for the premiums for COBRA will be paid by the School District for a period of three months following the teacher's death. The contribution will be at the same level that the teacher was receiving at the time of his/her death, excluding H.S.A. contributions.

Section 2. Health Insurance:

Beginning with the September 2023 payroll, the School District will contribute \$645.50 per month toward the premium for individual or family group health insurance for all full-time teachers. Beginning with the September 2024 payroll, the School District will contribute \$700.00 per month toward the premium for individual group health insurance, and \$725.00 per month toward the premium for family group health insurance, for all full-time teachers. For married couples that work for the district and elect family coverage, the electing spouse will receive the family contribution, and the other will receive the individual contribution to put towards the family premium.

If the teacher elects a high deductible health plan that is compatible with a Health Savings Account (H.S.A.) and the cost of the plan is less than the district contribution, the difference will be deposited into an H.S.A. or VEBA account. The insurance carrier and the coverage shall be determined by the School District, after conferring with the Exclusive Representative.

Section 3. Life Insurance:

The School District will pay up to \$8.50 per month for a \$50,000 group term life insurance policy for the term of this Agreement for all full-time teachers. If the teacher is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter. The insurance carrier and the coverage shall be determined by the School District after conferring with the Exclusive Representative.

Section 4. Long Term Disability Coverage:

Eligible teachers must participate and will pay the full premium for long term disability coverage [Note: Funds equal to the amount saved by having the EMA members pay their own premiums for long term disability insurance coverage were added to the Base in the 2002-2003 year.] The insurance carrier and the coverage shall be determined by the School District after conferring with the Exclusive Representative.

Section 5. Dental Insurance:

The School District will pay up to, but not to exceed, \$40.00 per month for dental health insurance during the term of this Agreement for all full-time teachers. The insurance carrier and the coverage shall be determined by the School District after conferring with the Exclusive Representative.

Section 6. School District Contributions:

Nothing in this Article is meant to reduce the dollar contribution which teachers were receiving prior to the effective date of this Agreement.

Section 7. Resignation of Employment:

Beginning with the 2024-2025 school year, teachers that submit their resignation on or before March 1, for the upcoming school year, will maintain existing health, dental, and life insurance coverage, as if they were still employed by the District, through the end of August (in the year of which he/she resigns). At which time they will be eligible to continue coverage under the provisions of COBRA at their own expense.

Insurance coverage for teachers that submit their resignation after March 1, for the upcoming school year, shall lose their coverage on the last day of the month in which work is performed (typically the last contract day), and will be eligible to continue coverage under the provisions of COBRA at their own expense.

ARTICLE VIII

SALARIES

Section 1. Salary Schedule:

All basic salaries of teachers covered by this Master Agreement are set forth in Appendixes A-1 and A-2, which are attached to and incorporated in this Master Agreement. For ABE salary schedule, see Article XIV., Section 7. Such salary schedules shall remain in effect during the designated periods.

Section 2. Salary Placement:

A new teacher to the School District may be placed on a step and lane of the salary schedule at the discretion of the School District. Salary placement should be discussed with the School District's Human Resources Director. In instances in which an individual teacher agrees to step placement above or below the teacher's actual experience level, such acceptance will be noted on the teacher's individual employment contract.

Section 3. Daily Rate of Pay:

The Salary Schedule is based on the school calendar as adopted by the School Board. The school calendar will be based on 183 days. The daily rate of pay will be determined by a teacher's salary being divided by 183 days. When calculating an hourly rate, the daily rate shall be divided by 8 hours.

Section 4. Higher Learning Commission Credentialing:

In accordance with the requirements established by the Higher Learning Commission; any teacher who obtains/sustains credentialing and uses these credentials to teach concurrent enrollment courses in the Alexandria Public School system; will be given a \$850 stipend for each section taught.

Prior written approval shall be secured from the School District's Credit Approval Team before enrolling for courses used to obtain or sustain credentialing. Approval or disapproval shall be secured on the "Coursework Approval for Lane Change Eligibility" electronic form. The decision of the Credit Approval Team may be grieved through Level III of the grievance procedure. However, the decision of the School Board at Level II is final and binding and not subject to arbitration as provided in the grievance procedure.

Section 5. Co-Curricular Schedule:

Teachers involved in co-curricular assignments, as set forth in Appendix C, which is attached to and incorporated in this Master Agreement, shall be compensated in accordance with the provisions of this Master Agreement without deviation.

Per the Minnesota Board of Teaching, head coaches must have a coaching license/National Federation of Coaches Education Program.

Because of the educational value and importance of open house, parent-teacher conferences and student registration days, teachers will not be allowed to miss parent-teacher contact days for practices that occur as part of their Alexandr Public Schools co-curricular assignment. If a teacher, who is an Alexandria Public Schools coach/advisor, must miss a parent-teacher contact day due to a game/tournament/event as part of his/her co-curricular assignment, the teacher must make up the parent-teacher activity before the game/tournament/event occurs. If a coach/advisor will miss a parent-teacher contact day because he/she is a non-participant attendee of an Alexandria Public Schools co-curricular State Tournament, the teacher must make up the parent-teacher activity before attending the State Tournament.

A teacher may request to the Supervising Administrator to alter his/her conference time due to a co-curricular practice time of an Alexandria Public Schools activity. The teacher will make his/her request in written form and submit it to his/her Supervising Administrator a minimum of ten (10) school days in advance of the scheduled conference day. The amount of time for conferences will remain the same; times will only be altered for practices that cannot be scheduled at another reasonable time during that conference day. Parent conference times that are negatively affected by the requested time change of the teacher will be accommodated in a mutually agreed upon manner between the teacher and the parent. An altered schedule will be communicated to all affected parents and staff members within a reasonable timeframe. The teacher's supervising administrator has the authority to accept or deny each request based on the conditions outlined above with input from the Director of Human Resources and the Activities Director and other factors deemed appropriate. This decision is not grievable.

While the District supports participation in all co-curricular activities, accommodations for practices and games/tournaments/events within another district, may be denied.

Section 6. Individual Extended Contracts:

Teachers employed beyond 183 days in related teaching duties pre-approved by the School District shall be paid for each additional day employed at 100% of their regular daily rate of pay.

The duties require direct service to students. Extended contacts shall be subject to annual review and amendment based on evaluative input from the teacher, department, and School District. The School District shall make the final decision on approving or denying extended contracts and offer the contracts to individual teachers on or before May 31st of each school year. An individual teacher must accept or reject an extended contract on or before June 10th of the same year. Modifications to these dates may be required to meet the demands of the staffing process (i.e. unknown funding, new staff position).

Section 7. K-12 Summer Course Offerings:

Teachers instructing K-12 summer courses will be paid an hourly rate as under Appendix E: Hourly Rate Schedule. The assignment will include prep time, but no additional benefits will be included as part of the instructional assignment.

Section 8. Extra Class:

A PreK-12 teacher who teaches an extra class period during the day will be paid based on an additional FTE calculation.

A teacher has the sole discretion to accept or reject a request to teach an additional period.

Requests made of teachers to teach an extra period shall be made by the immediate supervising administrator after consulting with department and/or grade level teachers within the building. When a number of teachers wish to teach a particular class, seniority may be used to make the determination.

If the class is not given to the most senior teacher, written explanation will be provided to her/him.

Section 9. Community Education Class Offerings:

Teachers instructing Community Education class offerings will be paid according to the School District Community Education Program's pay schedule.

Section 10. Hourly Pay Schedules:

Teachers involved in extra assignments or activities identified by the School District shall be compensated according to the hourly pay schedule set forth in Appendix E. All assignments and activities, as well as duty hours, must be pre-approved by the School District. The assignments and activities include:

- School project work
- Curriculum writing
- Due process paperwork
- Teaching of a staff development class
- Participation in staff development training
- Target services

Section 11. Salary Increment:

The schedule is not to be interpreted as entitling a teacher to any definite salary until same has been specifically fixed each year by the School District. No teacher's salary increment shall be withheld without just cause.

Section 12. Mileage Allowance:

Subd. 1. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for such mileage.

Subd. 2. If all assignments are in one town, then all driving done after arrival at the first assigned location until reaching the last assigned location is reimbursable.

Subd. 3. For a teacher who is required to teach in more than one town during a day, all driving after arrival at the first assigned location until reaching the last assigned location is reimbursable.

Subd. 4. Effective January 1, 2024, mileage will be reimbursed for the actual miles driven.

Subd. 5. Travel to reach an extra service assignment after the close of the school day is not reimbursable.

Subd. 6. Teachers shall submit statements for mileage reimbursement, and payment for mileage shall only be made after written approval by the teachers' direct supervisor.

Section 13. Filling Hard to Hire Positions:

Each school year, the District and EMA representatives will agree on which positions are deemed to be "hard to fill". The Superintendent or designee will have the ability to select the most appropriate option(s) from the following list as a hiring incentive:

1. One additional personal leave day if they would have earned that as an employee in another district.
2. A \$1,000-dollar sign on bonus (taxable income).
3. Moving allowance up to \$1,500 (taxable income).

ARTICLE IX

HORIZONTAL MOVEMENT ON SALARY SCHEDULE

Section 1. Teachers with Standard Teaching License:

Subd. 1. Advancement to each lane on either the bachelor's degree, or master's degree will only be approved if the teacher is teaching in the field or related field for which the credits were earned. Graduate credits received as part of the teacher's initial licensure requirements will not be considered for lane movement. College credits earned prior to a master's degree being granted must be used for lane advancement prior to the master's degree as they are not applicable after the master's degree has been earned. Credits earned after a master's degree has been granted may be used for a future lane change.

Subd. 2. Such credits must be earned after the bachelor's or master's degree is granted and will be based on semester hours. Any earned quarter hours will be converted as follows: 15 quarter hours equal 10 semester hours (1.5 quarter hour equals 1 semester hour).

Refer to Appendix A and/or B to determine number of semester credits needed to make a lane change.

Subd. 3. Effective January 1, 2024, all college credits earned for lane advancement must be (1) earned at an accredited college or university and (2) applicable to the teacher's current teaching assignment and (3) at the graduate level in scope of credits and course load. To advance on the salary schedule when traditional letter grades are given, a grade of "B" or better must be earned for each credit. When other grading policies are used, such as "S" (satisfactory) or "U" (unsatisfactory), or "P" (pass) or "F" (fail), the teacher must earn the passing grade.

Subd. 4. Written approval shall be secured from the School District's Human Resources Director before enrolling for a course. Approval or disapproval shall be secured on the "Coursework Approval for Lane Change Eligibility" electronic form. The decision of the Human Resources Director may be grieved through Level III of the grievance procedure. However, the decision of the School Board at Level III is final and binding and not subject to arbitration as provided in the grievance procedure.

Effective March 1, 2024, before enrolling for a course, written approval shall be secured from the Credit Approval team, consisting of the Assistant Superintendent Teaching & Learning, Human Resources Director, and two members designated annually by the Exclusive Representative. Approval or disapproval shall be secured on the “Coursework Approval for Lane Change Eligibility” electronic form. The decision of the credit approval will be made by the Credit Approval team.

Submissions for pre-approval may be made at any time. The team will meet four times per year, on designated dates determined by the District, to review submissions and grant pre-approval. Any course that has not been pre-approved prior to starting the course will not be eligible to apply toward a lane change. Lane changes will be limited to one per cycle (September and February).

The decision of the Credit Approval Team may be grieved through Level III of the grievance procedure. However, the decision of the School Board at Level III is final and binding and not subject to arbitration as provided in the grievance procedure.

Subd. 5. Individual contracts will be modified to reflect qualified lane changes twice each year in September and February. A maximum of one lane change may be made each cycle. A transcript of prior approved credits must be submitted to the Human Resources Department on or before September 1 and February 1 of each year. Credits submitted after these dates shall not be considered until the following date. If a transcript is not available prior to the above dates, other satisfactory evidence of successful completion will be accepted pending receipt of the transcript. This evidence must also be submitted prior to the above dates. No pay adjustment will be made until the official transcript is received.

For mid-year lane change, February 1, the salary increase will be one-half of the yearly eligible salary increment spread out over the remainder of the school year pay periods.

Subd. 6. Vocationally certified teachers in K-12 may change lanes according to the provisions in Article IX., Section 2., upon recommendation of the School District’s Human Resources Director.

Subd. 7. To be eligible to move from the BA+40 lane to the BA+53, +67, +80, +94, +107 lanes, pre-approval forms are required and approved credits must have been earned after July 1, 1991. When a teacher reaches BA+40, she/he must declare the lane track of BA+53 or master’s degree.

Section 2. Teachers with Career and Technical Education (CTE) Licensure:

In addition to the provisions of Article IX., Section 1., a teacher with a license eligible for career and technical education state program approval (CTE) may move horizontally on the salary schedule by earning clock hours as described in the following Subdivision.

Subd. 1. A teacher with a CTE license may elect to apply up to 900 clock hours (90 semester credits) for pre-approved industrial schools, seminars, or manufacturer’s institutes to move horizontally on the salary schedule. These hours shall be pre-approved by the Credit Approval Team. The above clock hours shall be considered equivalent to graduate level credits. The decision of the School District’s Credit Approval Team on either clock hours or credit approval may be grieved through Level III of the

grievance procedure. However, the decision of the School Board at Level III is final and binding and not subject to arbitration as provided in the grievance procedure.

Subd. 2. A teacher with a CTE license may earn additional credits to move horizontally on the salary schedule by applying work related experience. “Work related experience” is defined as experience for the purpose of obtaining a CTE license or to gain knowledge and skills directly related to their teaching assignment or content area. These hours shall be pre-approved by the Credit Approval Team. Each forty (40) hours of work experience equals one (1) semester hour credit.

Subd. 3. A teacher with a CTE license may bypass the MA lanes on the traditional salary schedule by applying the conversion outlined in the table below:

Traditional Salary Schedule									
BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40

CTE Salary Schedule									
BA	BA+10	BA+20	BA+30	BA+40	BA+50	BA+60	BA+70	BA+80	BA+90

Subd. 4. A teacher who earns a CTE license shall be granted one lane change on the salary schedule, provided it is pre-approved by the Credit Approval Team. Credits earned as part of the CTE licensing process are not eligible for separate lane change purposes.

Subd. 5. A teacher who has already completed all education requirements to reach the MA+40 on the traditional salary schedule, or BA+90 on the CTE salary schedule, and has obtained prior approval by the Credit Approval Team, will receive a one-time stipend of \$1,250 for each CTE endorsement earned and \$1,000 for each subsequent renewal.

Subd. 6. The above conditions for horizontal movement may be met by applying the pre-approved clock hours earned after March 1, 2024. Hours previously used for horizontal movement cannot be utilized under new policies.

Section 3. Lane Changes:

In the event of a change in salary category due to the completion of requirements for a degree or intermediate salary lanes, the teacher in no instance shall be placed at an experience level lower than the one occupied at the time that satisfied this requirement.

Section 4. Maintaining Current License:

Subd. 1. Teachers must complete all licensure requirements and be granted a fully approved license by the Department of Education prior to their first duty day. It is essential that teachers renew their license well in advance of the expiration date. Failure to have a fully approved license identified on the Department of Education website by the first duty day will result in the teacher being placed on an unpaid leave of absence until such time they obtain a fully approved license by the Department of

Education. Special consideration will be given to new hires and teachers on special permits from the Department of Education.

Subd. 2. Failure by the teacher to obtain a fully approved license by the Minnesota Department of Education within 90 days of the license expiration date shall be considered as deemed to have resigned and the employment of the teacher shall be terminated. Human Resources will notify affected teachers and the Exclusive Representative 15 days, 30 days, and 60 days following license expiration.

Teachers have a responsibility to be aware of the date of expiration for their license.

Subd. 3. Newly hired teachers may be required to add scope and function descriptions to their license to receive a job offer. This will be completed through a jointly signed, written document prior to the contract signing.

Subd. 4. When the School District requests an employed teacher to expand his/her license scope and function, a teacher may require the School District to pay for all additional initial training expenses. This will be completed through a jointly signed, written document prior to the training beginning.

ARTICLE X

RETIREMENT & INSURANCE BENEFITS

Section 1A. The Severance Program: (For Teachers who elected the severance option as of July 1, 1998.)

Subd. 1. A teacher who is contracted on average **75% of an FTE** or greater per school year and who is eligible and elected the Severance Program option as of July 1, 1998, and who has completed a minimum of **ten (10) years of service** with the School District under the provisions of this Agreement, and who is at **least 55 years of age** shall be eligible for severance pay pursuant to the provisions of this Article if the school board accepts the teacher's letter of retirement from Alexandria Public Schools. Severance pay shall not be granted to any teacher who has been discharged or terminated pursuant to M.S. 122A.40.

Subd. 2. Eligible teachers, upon retirement, shall receive as severance pay the amount of \$30,000 based on a 1.0 FTE, which will be pro-rated for teachers from .75 to .99 FTE, based on the last 10 years' average FTE, payable to a Special Pay Plan.

Subd. 3. All teachers who receive severance pay shall be designated to the special pay plan on the first monthly payroll after retirement, the first monthly January payroll after retirement, and the first monthly January payroll one year after the previous January payment.

Subd. 4. If a teacher dies before all or a portion of the severance benefit (excluding fringes) has been disbursed, that balance shall be paid to a named beneficiary or to the teacher's estate.

Section 1B. The Retirement Insurance Benefits under the Severance Program:

Subd. 1. A teacher who retires under the regular Severance Program shall be eligible to remain in the existing group health and hospitalization insurance and life insurance plans if they meet the criteria as listed in Section 1A., Subd. 1. (i.e. 75% FTE, 10 years of service and at least age 55). He/she shall remain eligible for School District contribution toward family or single coverage.

The School District will contribute the dollar amount equal to that contributed for active teachers toward the designated health insurance plan, excluding any H.S.A. contributions, until the end of the month preceding the month in which the teacher comes eligible for Medicare-Medicaid benefits. The only exception will be if a retired teacher receiving family coverage reaches the age for Medicare-Medicaid benefits and his/her spouse is not eligible for those benefits at that time. In this case, the retired teacher may elect to remain a part of the group health and hospitalization program, but she/he must pay the full family premium for coverage without any School District contribution.

In the case of loss of a spouse, the retiree may elect to return to single coverage, excluding any H.S.A. contributions, and the School District will contribute the dollar amount equal to that contribution for active teachers. In case of marriage, the retiree may elect to return to receive family coverage, assuming the spouse meets the insurance eligibility requirements of the carrier, and the School District will contribute the dollar amount equal to that contribution for active teachers. If the retired teacher dies during this period, his/her spouse may elect to remain a part of the School District's group health program under the provisions of COBRA. The School District will contribute towards the COBRA premiums, excluding any H.S.A. contributions, for the dollar amount equal to working active members of the association for a period of three months following the retired teacher's death.

The School District will contribute the full premium which is in effect at the time of retirement for a \$10,000 life insurance policy. The policy will be through the School District's group insurance carrier and will cease at age 65. If the premium cost rises above the level of the School District's funding, the retiree will pay the difference in the premium costs.

Subd. 2. To be eligible for severance pay, the teacher must submit his/her resignation on or before February 1 of the year in which she/he will retire. The Superintendent may make an exception to this date if he/she receives a written letter from the teacher which outlines the reason for the request.

Subd. 3. A teacher who is receiving long-term disability insurance benefits shall not be eligible for early retirement benefits, notwithstanding, the teacher meeting the other eligibility requirements set out herein.

Section 2A. The Matching Program: (For teachers who elected the Matching Program on 7/1/1998 and new hires as of 7/1/1998).

Subd. 1. Eligibility: Teachers who are contracted on average **75% of an FTE** or greater per school year and who **complete their probationary period** with the School District, after July 1, 1998, will be offered a Matching Funds Retirement Program.

Subd. 2. For teachers in the matching funds program, the School District shall make a matching contribution not to exceed 2% of the annual base salary paid to an eligible teacher. Matching contributions made by the School District will continue until one of these events occurs:

- (1) The total matching contribution made by the School District for the eligible teacher reaches \$31,500 (or the pro-rated amount based on the teacher's average FTE over the last 20 years of qualifying service).
- (2) The teacher becomes ineligible to participate in the program.
- (3) The total matching contribution made by the School District for the eligible teacher reaches \$2,000 annually.

For these teachers, the difference between the matching contributions previously paid by the School District and \$31,500 will be payable to a special pay plan upon retirement, if the teacher has 20 years of service in the School District, under the provisions of this Agreement. Teachers with less than 20 years of service, under the provisions of this Agreement, in the School District will only receive the matching contributions previously paid by the School District.

Subd. 3. The matching contributions paid by the School District and the amounts contributed by the teacher shall be deposited into the teacher's investment service provider.

Subd. 4. Beginning July 1, 2024, the matching funds retirement program (Subd. 2. of this Section) will be discontinued, and teachers will be eligible for matching contributions of 2% of annual base salary, up to \$2,000 annually, with no limit, throughout the remainder of his/her employment under the provisions of this Agreement.

In transition, teachers with at least twenty (20) years of service (hired prior to September 1, 2004) will have two options:

1. Choose to remain in the current matching funds retirement program as outlines in Subd. 2. of this Section until reaching the maximum contribution threshold of \$31,500.
 - a. Upon reaching the maximum contribution threshold outlined in Subd. 2., the matching contributions will cease, but teachers can continue their personal contributions through the chosen investment service provider.
 - b. The program will continue for these teachers with matching contributions capped at \$31,500 and upon retirement, remain eligible to receive the difference of matching funds previously paid by the School District and \$31,500, payable to a special pay plan.
2. Choose to receive a matching contribution of 2% of annual base salary, up to \$2,000 annually, in matching contributions with no cap throughout the remainder of his/her employment under the provisions of this Agreement (no cap).

Teachers hired prior to September 1, 2004 must choose their preferred option by April 30, 2024. After this deadline, the default option for these teachers will be option 2.

Section 2B. The Retirement Insurance Benefits under The Matching Program:

Subd. 1. A teacher who is contracted on average **75% of an FTE** or greater per school year and who is eligible and elected the Matching Program option as of July 1, 1998, and who has completed a minimum of **ten (10) years of service, under the provisions of this Agreement**, with the School District, and who is at **least 55 years of age** shall be eligible for insurance pay pursuant to the provisions of this Article if the school board accepts the teacher's letter of retirement from Alexandria Public Schools. Insurance pay shall not be granted to any teacher who has been discharged or terminated pursuant to M.S. 122A.40.

****PLEASE NOTE: (Refer to Subd. 7. for Retirement Insurance Benefits if hired on/after July 1, 2014.)

Teachers hired prior to 6/30/2014 and retired under the regular Matching Program shall be eligible to remain in the existing group health and hospitalization insurance and life insurance plans if they meet the criteria as listed in Section 2B., Subd. 4. (i.e. .75 FTE; 10 years of service and at least age 55). He/she shall remain eligible for School District contribution toward family or single coverage.

The School District will contribute the dollar amount equal to that contributed for active teachers, excluding any H.S.A. contributions, toward the health insurance plan until the end of the month preceding the month in which the teacher comes eligible for Medicare-Medicaid benefits. The only exception will be if a retired teacher receiving family coverage reaches the age for Medicare-Medicaid benefits and his/her spouse is not eligible for those benefits at the same time. In this case, the retired teacher may elect to remain a part of the group health and hospitalization program, but she/he must pay the full family premium for coverage without any School District contribution.

In the case of loss of a spouse, the retiree may elect to return to single coverage, and the School District will contribute the dollar amount equal to that contribution for active teachers. In case of marriage, the retiree may elect to return to receive family coverage, assuming the spouse meets the insurance eligibility requirements of the carrier, and the School District will contribute the dollar amount equal to that contribution for active teachers. If the retired teacher dies during this period, his/her spouse may elect to remain a part of the School District's group health program under the provisions of COBRA. The School District will contribute the dollar amount equal to working active members of the association, excluding any H.S.A. contributions, toward the COBRA premiums for a period of three months following the retired teacher's death.

The School District will contribute the full premium which is in effect at the time of retirement for a \$10,000 life insurance policy. The policy will be through the School District's group insurance carrier and will cease at age 65. If the premium cost rises above the level of the School District's funding threshold, the retiree will pay the difference in the premium costs.

Subd. 2. To be eligible for severance pay, the teacher must submit his/her resignation on or before February 1 of the year in which she/he will retire. The Superintendent may make an exception to this date if he/she receives a written letter from the teacher which outlines the reason for the request.

Subd. 3. A teacher who is receiving long-term disability insurance benefits shall not be eligible for early retirement benefits, notwithstanding, the teacher meeting the other eligibility requirements set out herein.

Section 2C. The Retirement Insurance Benefits under The Matching Program for teachers hired after July 1, 2014:

Subd. 1. Teachers hired on or after 7/1/2014 will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Teachers hired after July 1, 2014 will receive a defined contribution from the School District as follows:

The School District will contribute \$500.00 per year for year four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed \$35,500 per teacher. Contributions will be made for eligible, active teachers at a pro-rated amount upon completion of each school year and contributed to the School District sponsored Health Reimbursement Account (HRA) in June of each year.

The School District contribution and accrued interest earnings will be available to the teacher after successful completion of a **minimum of 4 years** of service and the teacher meets the retirement guidelines. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the teacher's 4th year of service, the School District's contribution and accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future teachers. At the completion of 4 years of service the teacher is considered fully vested (own all funds outright) and the teacher, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

The financial documents for funds allocated for the HRA contributions will be shared with the Chief Negotiator and EA Leadership on an annual basis beginning Oct. 1, 2018.

This Subdivision will be reviewed each contract negotiation session.

The School District will contribute the full premium which is in effect at the time of retirement for a \$10,000 life insurance policy. The policy will be through the School District's group insurance carrier and will cease at age 65. If the premium cost rises above the level of the School District's funding level, the retiree will pay the difference in the premium costs.

Subd. 2. To be eligible for severance pay, the teacher must submit his/her resignation on or before February 1 of the year in which she/he will retire. The Superintendent may make an exception to this date if he/she receives a written letter from the teacher which outlines the reason for the request.

Subd. 3. A teacher who is receiving long-term disability insurance benefits shall not be eligible for early retirement benefits, notwithstanding, the teacher meeting the other eligibility requirements set out herein.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. Definition:

A grievance is a claim by a teacher, a group of teachers, or the Exclusive Representative that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Subd. 1. Every reasonable effort shall be made between the immediate supervising administrator and teacher to informally resolve the differences that may arise out of the interpretation of the practices of this Agreement. If informal efforts are unable to resolve the differences, the date of such efforts shall be presented as documentation in Level I proceedings.

Subd. a. Level I. When a teacher or group of teachers represented by the Exclusive Representative has a grievance, the teacher or an agent of the Exclusive Representative shall attempt to resolve the matter with the teacher's immediate supervising administrator within 21 workdays after the teacher has knowledge of the event or act giving rise to the grievance. A written grievance (Appendix D) shall be submitted at Level I to the immediate supervising administrator who shall then attempt to resolve the matter and shall respond in writing with his/her decision to the grievant and the agent of the Exclusive Representative within five workdays after the written grievance is presented.

Subd. b. Level II. Within ten (10) workdays of receipt of the Level I decision, either the Exclusive Representative or grievant may appeal the decision to the Superintendent and/or his/her designee. The appeal must be written and shall include the original complaint and all previous support statements, evidence, and decisions.

Within ten (10) workdays the Superintendent and/or his/her designee shall meet with the grievant and the Exclusive Representative and shall report his/her disposition of the grievance in writing, within ten (10) workdays of such meeting, to the grievant and the Exclusive Representative.

If new violations and/or remedies are raised after Level II by the Exclusive Representative or the teacher, the process may at the discretion of the Superintendent or Exclusive Representative revert back to Level I.

Subd. c. Level III. Within ten (10) workdays of receipt of Level II decision, either the Exclusive Representative or grievant may appeal the decision to the School Board. Such an appeal must be in writing and filed with the Clerk of the School Board and shall include the original complaint and all previous support statements, evidence, and decisions. The School Board or a committee designated by the School Board will hear the appeal within fifteen (15) workdays of receipt of the appeal.

Subd. d. Level IV. If the Exclusive Representative or grievant is not satisfied with the disposition of the grievance by the School Board, or if no disposition has been made within the period provided above, the grievance may be submitted to an impartial arbitrator. If the Exclusive Representative decides to go to arbitration, it shall notify the School Board in writing within fourteen (14) workdays of receiving the School Board's answer under Level III. If the parties cannot agree on an arbitrator within seven (7) workdays from the notification date that arbitration will be pursued, the grievant shall request a list of arbitrators from the Bureau of Mediation Services. The parties shall within twenty (20) workdays of receiving a list of arbitrators alternately strike names until only one name remains and that person shall be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to follow the direction of the arbitration award.

Section 2. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 3. 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 of the Agreement allegedly violated and the particular relief sought within ninety (90) workdays after the date of the first 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 shall constitute a waiver of the grievance. The grievance may be withdrawn by the "aggrieved" person and the Exclusive Representative at any level in writing without prejudice.

Section 4. Arbitrator Costs:

The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5. Time Limits:

The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.

Section 6. Definition of Workdays:

All reference to workdays shall mean bargaining unit workdays.

ARTICLE XII

MEET AND CONFER

Section 1. Responsibility to Meet:

The School Board recognizes the right of the Exclusive Representative to meet and confer regarding educational policies and items not included in the definition of terms and conditions of employment (M.S. 179A.03).

Section 2. Agenda and Meeting Time:

An agenda for each meeting shall be prepared in advance by the Superintendent or such person as the School District designates and the president of the Exclusive Representative, or such person as the Exclusive Representative designates. The time and agenda of such meeting shall be set at least ten (10) calendar days in advance of the meeting.

ARTICLE XIII

CONTRACTED TEACHERS

Section 1.:

In the event Alexandria Public Schools cannot find a qualified candidate to fill a part-time position, the School District may contract with other districts to provide a teacher to fill the part-time position in the School District.

Section 2.:

Any teacher hired to fill a part-time teaching position in the School District, who is employed by another district, will not be included under the provisions of the Alexandria Public Schools Master Agreement.

Section 3.:

In the event that a reduction of staff occurs within Alexandria Public Schools, Alexandria Public Schools teachers will have the right to bump non-District personnel providing part-time teaching service to the District.

Section 4.:

No Alexandria Public Schools teacher will be reduced in position as a result of actions taken under Section 1. and 2. above.

ARTICLE XIV

ADULT BASIC EDUCATION TEACHERS

Section 1. Hours of Work:

Employees are hourly employees with daily, weekly, monthly, and/or annual hours as established and assigned by the Community Education Director. The Director may modify work hours with prior notice.

Section 2. Rate of Pay:

Teachers shall be paid as per Article XIV., Section 7. Hourly employees shall submit semi-monthly timecards to the Community Education Director for approval before submitting to the payroll.

Section 3. Job Placement Limits:

ABE teachers may not replace a classroom teacher that is under contract with the School District.

Section 4. Seniority:

The seniority date shall be based upon continuous and unbroken employment with the School District beginning with the first day of service to the School District. A separate list for ABE teachers will be maintained by the Community Education Director.

Section 5. Sick Leave:

ABE teachers will earn sick leave based on the minimum standards of the Earned Safe and Sick Time law.

Section 6. Personal Leave:

ABE teachers shall earn 4 hours of personal leave.

Section 7. Adult Basic Education Hourly Salary Schedule:

Step	2023-2024	2024-2025
1	\$28.76	\$30.20
2	\$29.33	\$30.80
3	\$29.87	\$31.36
4	\$30.45	\$31.97
5	\$31.04	\$32.59
6	\$31.65	\$33.23
7	\$32.28	\$33.89
8-11	\$33.74	\$35.43

12-15	\$35.20	\$36.96
16-19	\$36.70	\$38.54
20-23	\$38.19	\$40.10
24-27	\$39.65	\$41.63
28-32	\$41.13	\$43.19

ABE Hourly Rate Schedule	2023-2025
Attending community meetings, ALP meetings, community outreach, student recruitment, and speaking engagements	Employee's hourly rate of pay
Participating in a staff development class or workshop	\$28.00
Teaching a staff development class or conducting a tutor training	\$30.00
Curriculum Writing	\$35.00

ARTICLE XV

EFFECT OF CONTRACT

This Master Agreement shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written signed amendment to this Master Agreement.

Any individual contract between the School District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Master Agreement. Any individual contract hereafter executed shall be on the prescribed form provided by the School District's Human Resources Department and shall be expressly made subject to and consistent with the terms of this or subsequent Master Agreements to be executed by the parties.

This Master Agreement will supersede any rules, regulations, or practices of the School District which shall be contrary to or inconsistent with its terms. The provisions of this Master Agreement shall be incorporated into and be considered part of the established policies of the School District.

ARTICLE XVI

CONFORMITY TO LAW

If any provision of this Master Agreement or any application of the Master Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

DURATION

This Master Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2025. If a new and substitute Master Agreement has not been entered into prior to June 30, 2025, the terms of this Master Agreement shall continue in full force and effect until such substitute Master Agreement is updated.

It is also understood that this Master Agreement shall constitute the full and complete commitments between both parties and may be revised only through the voluntary, mutual consent of the parties in written signed amendment to this Master Agreement.

ARTICLE XVIII

DOCUMENT AUTHORIZATION

In witness thereof, the parties hereto caused this Master Agreement to be signed by their respective representative and their corporate seals to be placed hereon, all on the day and year first above written.

Education Minnesota – Alexandria

By _____
(Its President)

By _____
(Negotiation Team Chairman)

Alexandria Public Schools

By _____
(Its Chairperson)

By _____
(Its Clerk)

APPENDIX A

BASE SALARY SCHEDULE 2023-2024

Step increments are calculated with a 1.0311 multiplier. Lane increments are calculated with a 1.0274 multiplier.

						BA+53	BA+67	BA+80	BA+94	BA+107
	BA	BA+10	BA+20	BA+30	BA+40	MA/5 th Yr	MA+10	MA+20	MA+30	MA+40
Lane	1	2	3	4	5	6	7	8	9	10
Step										
1	45,932	47,191	48,484	49,812	51,177	52,579	54,020	55,500	57,021	58,583
2	47,360	48,658	49,991	51,361	52,768	54,214	55,699	57,225	58,793	60,404
3	48,833	50,171	51,546	52,958	54,409	55,900	57,432	59,006	60,623	62,284
4	50,352	51,732	53,149	54,605	56,101	57,638	59,217	60,840	62,507	64,220
5	51,918	53,341	54,803	56,305	57,848	59,433	61,061	62,734	64,453	66,219
6	53,533	55,000	56,507	58,055	59,646	61,280	62,959	64,684	66,456	68,277
7	55,198	56,710	58,264	59,860	61,500	63,185	64,916	66,695	68,522	70,400
8	56,915	58,474	60,076	61,722	63,413	65,151	66,936	68,770	70,654	72,590
9	56,915	60,293	61,945	63,642	65,386	67,178	69,019	70,910	72,853	74,849
10	56,915	60,293	63,872	65,622	67,420	69,267	71,165	73,115	75,118	77,176

LONGEVITY PAY: After completing Step 10, the teacher shall receive longevity pay as follows:
Steps 1-8 beyond Step 10: \$950 per year
Steps 9+ beyond Step 10: \$1250 per year

Due to the change from quarter credits to semester credits, use the following conversion chart to determine your placement on the salary schedule:

BA is still BA	BA+80 is now BA+53	MA is still MA
BA+15 is now BA+10	BA+100 is now BA+67	MA+15 is now MA+10
BA+30 is now BA+20	BA+120 is now BA+80	MA+30 is now MA+20
BA+45 is now BA+30	BA+140 is now BA+94	MA+45 is now MA+30
BA+60 is now BA+40	BA+160 is now BA+107	MA+60 is now MA+40

APPENDIX B

BASE SALARY SCHEDULE 2024-2025

Step increments are calculated with a 1.0311 multiplier. Lane increments are calculated with a 1.0274 multiplier.

						BA+53	BA+67	BA+80	BA+94	BA+107
	BA	BA+10	BA+20	BA+30	BA+40	MA/5 th Yr	MA+10	MA+20	MA+30	MA+40
Lane	1	2	3	4	5	6	7	8	9	10
Step										
1	48,229	49,550	50,908	52,303	53,736	55,208	56,721	58,275	59,872	61,512
2	49,729	51,092	52,492	53,930	55,408	56,926	58,486	60,089	61,735	63,427
3	51,276	52,681	54,124	55,607	57,131	58,696	60,304	61,956	63,654	65,398
4	52,871	54,320	55,808	57,337	58,908	60,522	62,180	63,884	65,634	67,432
5	54,515	56,009	57,544	59,121	60,741	62,405	64,115	65,872	67,677	69,531
6	56,210	57,750	59,332	60,958	62,628	64,344	66,107	67,918	69,779	71,691
7	57,958	59,546	61,178	62,854	64,576	66,345	68,163	70,031	71,950	73,921
8	59,760	61,397	63,079	64,807	66,583	68,407	70,281	72,207	74,185	76,218
9	59,760	63,307	65,042	66,824	68,655	70,536	72,469	74,455	76,495	78,591
10	59,760	63,307	67,064	68,902	70,790	72,730	74,723	76,770	78,873	81,034

LONGEVITY PAY: After completing Step 10, the teacher shall receive longevity pay as follows:
Steps 1-8 beyond Step 10: \$950 per year
Steps 9+ beyond Step 10: \$1250 per year

Due to the change from quarter credits to semester credits, use the following conversion chart to determine your placement on the salary schedule:

BA is still BA	BA+80 is now BA+53	MA is still MA
BA+15 is now BA+10	BA+100 is now BA+67	MA+15 is now MA+10
BA+30 is now BA+20	BA+120 is now BA+80	MA+30 is now MA+20
BA+45 is now BA+30	BA+140 is now BA+94	MA+45 is now MA+30
BA+60 is now BA+40	BA+160 is now BA+107	MA+60 is now MA+40

APPENDIX C

CO-CURRICULAR POINT SCHEDULE INFORMATION

Section 1. Committee Members:

A committee of eight will be appointed; four to be appointed by the Superintendent, and four to be appointed by the Exclusive Representative.

Section 2. Review of Co-Curricular Point Schedule:

The Co-curricular Salary Schedule Committee shall meet in June of each negotiation's year (odd-numbered years) for the purpose of reviewing and hearing appeals for adjustment to the Co-curricular Point Schedule. The deadline for submitting requests for new positions or reviewal will be June 1 (of odd-numbered years). The Co-curricular Salary Schedule developed from the Co-curricular Point Schedule shall become part of the Master Agreement. It shall take effect with the ratification of the Master Agreement and remain in effect pursuant to the terms of the Master Agreement.

Section 3. Changes and Adjustments to the Co-curricular Salary Schedule:

Subd. 1. Addition and Removal of Co-curricular Positions:

Co-curricular positions may be added or removed from the Co-curricular Salary Schedule by using the following procedure.

1. Present to, and receive approval of, the building principal and/or immediate supervisor.
2. Present to, and receive approval of, the Superintendent and/or designee.

Section 4. Appeal Procedure:

Subd. 1. Appeal Form: The "Co-curricular Point Schedule Appeal" form must be completed and returned to the committee chairperson on or before June 1 of each negotiation's year. Forms can be obtained from the committee chairperson.

Subd. 2. Hearing: The committee shall meet to hear all appeals. Advisors/Coaches directly related to the appeal have the right to be present at the hearing and to present their case before the committee.

Subd. 3. Decision: The committee shall reach a decision and provide a written statement of the reasons for accepting or rejecting, all or in part, the appeal for adjustment. If the committee accepts and supports the appeal the statement will be forwarded to the District Negotiations Team on or before July 1.

Co-curricular Schedule	Step Placement
First Year	BA Step 1
Second Year	BA Step 2
Third Year	BA Step 4
Fourth Year	BA Step 9
Tenth Year (Head Coach or Head Director of Activity)	MA Step 8

The Tenth-Year step for Head Coach or Head Director of Activity is defined as having 10 years or more of high school experience in that specific activity in any school district.

Group	Activities	Head Coach	Assistant Coach	Grade 9 Coach
I	Football, Basketball, Hockey	14%	10.5%	9%
II	Gymnastics, Wrestling, Swimming, Volleyball, Track	12%	9%	7.75%
III	Baseball, Softball, Cross Country, Soccer, Nordic Cross Country Skiing	9%	6.75%	5.75%
IV	Golf, Tennis, and Spirit/Dance Team	8%	6%	5%

In the event one coach and his/her assistant accepts the coaching responsibility for both boys' and girls' cross country and/or Nordic cross-country skiing, the percentage shall be 133% of their respective percentage.

SEVENTH AND EIGHTH GRADE COACHES

.60% per week (5 days constitute a week) multiplied by the number of weeks worked (.60% x Step 1, 2, 5 or 9 x Number of Weeks).

Coordinators or Head 7-8th grade coaches will receive .65% per week multiplied by the number of weeks worked times the appropriate step (1, 2, 5 or 9).

CRITERIA FOR COORDINATOR PAY FOR MIDDLE SCHOOL COACHES

1. Must have at least four coaches, including the coordinator, which are overseen in the 7-8 combined grade program.
2. Co-ed programs that require extensive equipment set-up and take down at the end of the season.
3. Programs that require the issue, management, and repair of multiple pieces of equipment necessitating the use of time before the season begins.

OTHER CO-CURRICULAR POSITIONS

*Denotes Head Coach/Director

Athletic	Academic	Music/Other
Adaptive Bowling *4%	Annual (Sr. High) *6%	Choral Activities *8%
Adaptive Soccer 4%	Yearbook (Middle School) 5%	Jazz Band (Sr. High) *8%
Cheerleading Supervisor *7%	Chess Club *3%	Jazz Assistant 4%
Cheerleading Assistant 2%	Debate *9%	Jazz Band (Middle School) 4%
Cheerleading Assistant 1%	Debate (Assistant) 5%	Marching Band – Head *12%
Sixth (6 th) Grade Activities 2%	DECA (Distrib. Ed. Club) *6%	Marching Band – Assistant 9%
Strength Training Programming (Sr. High) *6%	DECA Assistant 3%	Marching Band – Percussion 8%
Strength Training Assistant 9.33%	Destination/Imagination *2%	Marching Band – Head Guard 8%
Strength Training (Middle School) 5%	Drama – 3 Act Play *6%	Marching Band – Asst. Guard 6%
Strength Training Assistant (Morning) 5%	Drama – 1 Act Play *7%	Middle School Chamber Orchestra 4%
	Drama (Middle School) (1) 5%	Pep Band 8%
	Drama Assistant (Middle School) (1) 2%	Rainbow Strings *7%
	Drama – Musical *9%	
	Drama – Spring Musical Assistant Senior High 3%	
	Drama – Music Director 4%	
	Drama – Set Design 2%	
	Drama – Stage Manager 6%	
	FFA *7%	
	Green Team (Middle School) 4%	
	Heat Wave Middle School 3%	
	Heat Wave Middle School Asst. 2%	
	HOSA – 5%	
	Intramural Director *2%	
	Knowledge Bowl – Head *4%	
	Knowledge Bowl – Assistant 2%	
	Knowledge Bowl (MS) 2%	
	Live Stream (Sr. High) 4%	
	Math Contest Adviser (Sr. High) *3%	
	Mock Trial 1%	
	National Honor Society *3%	
	Newspaper (Sr. High) *7%	
	Prostart 5%	
	Robotics Head 6%	
	Speech (Sr. High) *7%	
	Speech Assistant 4%	
	Student Council (HS1) Junior Class Advisor 4%	
	Student Council (High School) Student Government 6%	
	Student Council (Middle School) 8%	
	Visual Arts Advisor 2%	

Additional activities may be added on an as needed basis with the mutual agreement of the District Superintendent and the EMA president. Before adding requested positions, the business department will advise that there are sufficient resources available to pay the salaries.

In the event that a co-curricular position is offered as a course/class, the teacher will receive compensation per the salary schedule and no co-curricular stipend will be expended.

CO-CURRICULAR POINT SCHEDULE

Points accumulated from the twelve areas on the “Position Rating Form” are applied to the following schedule to identify an appropriate percentage factor for salary determination.

Rating Points	Salary Percent Factor
150 – 199	2
200 – 249	3
250 – 299	4
300 – 349	5
350 – 399	6
400 – 499	7
500 – 589	8
590 – 699	9
700 – 799	12
800 and above	14

ALEXANDRIA PUBLIC SCHOOLS CO-CURRICULAR POSITION RATING FORM

NAME _____

ACTIVITY _____

1. Personnel "Supervised" in this Activity:
 _____ Works Alone
 _____ Co-Direct, Each Person Equally Responsible

- Responsible For:
 _____ 1 Assistant
 _____ 2-5 Assistants
 _____ 6-10 Assistants
 _____ 11-15 Assistants
 _____ 16+ Assistants

2. Student Participants
 _____ 0-15
 _____ 16-30
 _____ 31-45
 _____ 46-60
 _____ 61+

3. Student Contact Hours Before or After Student School Day
 _____ 0
 _____ 1-10
 _____ 11-20
 _____ 21-50
 _____ 51+

4. Hours obligated Before/After School Year
 _____ 0
 _____ 1-5
 _____ 6-10
 _____ 11-15
 _____ 16-20
 _____ 21-30

5. Potential for Student Injury for Your Activity
 _____ No Risk Anticipated
 _____ Slight Risk
 _____ Moderate Risk
 _____ Considerable Risk
 _____ Extreme Risk

6. Your Licensure or Certification for Your Activity
 _____ No Special Training
 _____ Some Training
 _____ Teaching License
 _____ Teaching License + Add. Certificate
 _____ Teaching License + Add. Certificate + Unusual Skill

7. Number of Public Contests, Concerts, and/or Competitions for Your Activity

- _____ 0
 _____ 1-3
 _____ 4-6
 _____ 7-10
 _____ 11-15
 _____ 16-20
 _____ 21+

8. Magnitude of Your Equipment Inventory and Your Facility Responsibility

- _____ Negligible
 _____ Some
 _____ Medium
 _____ High
 _____ Extreme

9. Time commitment to Your Program (In Weeks) (5 days = Week) If you meet once/week for 5 weeks, it equals one week.

- _____ 0-4 Weeks
 _____ 5-8 Weeks
 _____ 9-12 Weeks
 _____ 13-16 Weeks
 _____ 17+ Weeks

10. Your Hours Per Week Averaged in Student Contact

- _____ 0-3
 _____ 4-6
 _____ 7-10
 _____ 11-14
 _____ 15+

11. Community Pressure Relating to Your Activity

- _____ Minimal
 _____ Moderate
 _____ Considerable
 _____ Extreme

12. Difficulty of Identifying Participants in or for Your Activity

- _____ Objective Test, Timing, Etc.
 _____ Subjective and Objective Measures
 _____ Mainly Subjective
 _____ Totally Subjective

**SUBMIT THIS COMPLETED APPLICATION
 ALONG WITH A WRITTEN DESCRIPTION
 OF THE ACTIVITY TO THE ACTIVITIES
 DIRECTOR ON OR BEFORE JUNE 1**

CO-CURRICULAR RATING APPEAL FORM

NAME _____

POSITION BEING APPEALED _____

Check the criteria in question (1 or more)

- _____ Personnel “supervised” in this activity.
- _____ Student participants.
- _____ Student contact hours before/after school and before/after school year.
- _____ Total for activity.
- _____ Your energy committed above and beyond, that has relationship to program success.
- _____ Potential for student injury for your activity.
- _____ What is your licensure or certification for activity?
- _____ # of public contest concerts and/or competitions for activity.
- _____ Magnitude of equipment inventory and your facility responsibility.
- _____ Time commitment in weeks (5 days=1 wk.) Once/week for 5 weeks=1 week.
- _____ Your hrs./week average/student.
- _____ Community pressure for activity.
- _____ Difficulty of identifying participants in or for activity.

For each criterion checked, answer the following questions:

(Attach a separate sheet if needed.)

- A. How many points should be allocated?
- B. Justify the adjustment. Be as specific as possible. (Remember, adjustments will not be made without justification.)

Committee Use Only

_____ Adjustment accepted in total

_____ Adjustment accepted in part

_____ Adjustment rejected in total

Statement of Reason

Date _____

Chairperson _____

APPENDIX D

FORMAL GRIEVANCE PROCEDURE

1. Grievant _____ Date of Filing _____
2. Detail of Grievance
 - A. Contract Provision Allegedly Violated _____
 - B. Date of Alleged Violation _____
3. Settlement requested:

I hereby request the initiation of Formal Grievance Procedure. The Exclusive Representative will represent me in all future proceedings with the Board and/or Arbitrator regarding the above-mentioned Grievance.

Signature of Grievant

Signature of Exclusive Representative

APPENDIX E

2023-2025 HOURLY RATES SCHEDULE

All assignments and activities, as well as duty hours, must be pre-approved by the School District.

Assignment/Activity	Hourly Rate
Moving Classrooms	\$20.00
School Project Work	\$20.00
Participation in a Staff Development Class or Workshop	\$28.00
Teaching a Staff Development Class	\$30.00
Curriculum Writing	\$35.00
Due Process Paperwork	\$35.00
Targeted Services School Year/Summer School	\$35.00
ESY Summer School	\$48.00

APPENDIX F

STIPENDS AND REIMBURSEMENTS

Section 1. International Society for Technology in Education:

The School Board will compensate any teacher who receives certification (Capstone I and II) from the International Society for Technology Education (ISTE) an additional \$1,000.00 stipend annually. Beginning with the 2009-10 school year, the stipend payment will be made on June 15th of each year for certification received by the District Office prior to June 1st of that year, to a maximum of \$5,000.00. The total dollar amount set aside by the School Board for the ISTE stipends will not exceed \$6,000.00 annually; if more than six (6) teachers qualify for this stipend during any one year, the \$6,000.00 will be divided evenly between the qualifying teachers for that year.

Teachers who retire, resign, or are terminated will no longer receive an ISTE or National Board stipend.

Section 2. National Board of Teaching:

The School Board, in cooperation with the Exclusive Representative, will compensate any teacher who receives a National Board of Professional Teaching Standards certification an additional stipend of \$2,000.00 annually for five (5) years.

Section 3. Licensure Pay:

Speech Language Pathologists shall be reimbursed by the School District for their licensure fee that enables the School District to generate revenue for third-party billing of students they serve in special education. This licensure is beyond their license requirements to perform their teaching duties.

Speech Language Pathologists hired after January 1, 2024, must have the required license for third-party billing or complete the licensure requirements within three years after their employment date with the School District in order to retain their teaching position in the School District.

The School District will reimburse teachers who are required to hold a license beyond their primary teaching license in order to allow the School District to generate revenue for the services they provide beyond the basic funding formula. This would include vocational services and third-party billing services.

Section 4. Building Leadership Team Compensation:

Teachers participating as a Building Leadership Team member will be compensated a stipend of \$1,215.00 annually. Payments will be made in equal installments beginning in October and ending in May, as part of the payroll process. Compensation will be pro-rated for part-time members, members on an unpaid leave of absence, or members not completing their full annual term.

APPENDIX G

SCHEDULE OF IMPORTANT DATES/DEADLINES FOR TEACHERS IN THE MASTER AGREEMENT

Deadline	Required Action
3 Months Prior to Adoption Leave	Apply for Adoption Leave
3 Months Prior to Child Care Leave	Apply for Child Care Leave
14 day prior to agreed upon date of return	Teachers on child care leave for less than one year shall notify the Superintendent 14 days prior to the agreed upon date of return of intent to return.
On or before September 1 and February 1	Submit lane change paperwork to Human Resources
On or before January 1 On or before April 1 On or before July 1 On or before October 1	Submit coursework approvals for lane changes
Within 20 days of Posting Seniority Lists	Submit challenge to Seniority List information
On or before February 1	Submit letter of retirement
On or before March 1	If eligible, submit request to participate in shared teaching arrangement in the upcoming year
On or before March 1 (effective 2024-2025 school year)	Submit letter of resignation for upcoming school year to maintain insurance coverage through the end of August
On or before March 1	If eligible, submit written request for leave of absence for upcoming year
On or before May 15	Submit written request to District Office indicating desire to be paid for unused personal leave days
On or before June 1 (of odd-numbered years)	Submit written request for a new co-curricular position or for review of a current position
On or before June 10	If offered an extended contract, a teacher must notify the School District's Human Resources Director by June 10 if they will accept or reject the extended contract
On or before July 1	Submit letter of resignation for upcoming school year to avoid \$1,500 penalty
Prior to Childbirth/Adoption	Complete beginning of disability forms or FMLA form

LETTER OF UNDERSTANDING

LEARNING RESOURCE TEACHER

The Exclusive Representative and Alexandria Public Schools agree as follows:

Background: Services can be provided in any elementary and secondary school in an effort to enhance student learning or support the academic programming of the District. LRTs will:

- Assist students by offering support to meet their academic needs.
- Utilize evidence-based strategies/programs as their instructional tools as directed by the Director of Student Support Services or will follow the District curriculum as assigned.
- May be considered as a means to reduce class sizes to meet the guidelines set forth in Article IV., Sections 1. and 2. of the Master Agreement with mutual agreement between the District and EMA leadership.
- Complete observations and evaluations as required.
- Work with their direct supervisor and will establish work year calendar and daily schedule, duties.
- Provide direct teaching instructions for assigned students by completing instructional lesson planning and strategy development.
- Complete formative evaluations of students as directed.
- Participate in meetings and trainings as assigned.
- Attend Parent Teacher conferences as requested (for which the LRT will be compensated at his/her hourly rate of pay).

1. LRTs are required to hold a current Minnesota teaching license.
2. The School District may access a maximum of 20 LRT positions in a given year.
3. Rate of Pay: The hourly rate for a Learning Resource Teacher will be as follows:

Step	2023-2024	2024-2025
1	\$27.87	\$29.26
2	\$28.26	\$29.67
3	\$28.66	\$30.09
4	\$29.06	\$30.51
5	\$29.47	\$30.94
6	\$29.88	\$31.37
7	\$30.30	\$31.81
8	\$30.72	\$32.26
9	\$31.15	\$32.71
10	\$31.59	\$33.17

If an LRT is requested to substitute, the LRT will be paid at his/her rate of pay during this time.

4. Hours and Responsibilities: The Learning Resource Teacher (LRT) shall provide direct instruction to students. The LRT will work in cooperation with the immediate supervising administrator and the classroom teacher/s to establish a work year calendar, position duties and daily schedule. The LRT may be assigned to work a maximum of five and one half (5.5) hours per school day and will not exceed 183 days.

The LRT will be provided preparation time that is equivalent to preparation time provided to the classroom teachers. The LRT will have identified specific number of hours and days to be worked during a calendar year. The LRT will have availability to Banked Day Plan during the school year. The days may vary depending on the demands of the assigned grade levels.

5. Job Placement Limits: An LRT position may not replace a classroom teacher that is under contract with the school district.
6. Seniority: Seniority shall be defined as the day on which the teacher is hired as an LRT. Teachers hired in the LRT Program will not accumulate seniority on the regular teacher seniority lists.

In the event of reduction in the number of LRTs the ULA process defined in Article VI. will be followed.

7. School Closings: LRTs will follow the practices as defined by Board Policy 315.
8. Sick Leave: LRTs shall earn up to thirteen (13) days of sick leave for each year of service in the employ of the School District. Each LRT will be eligible for a Sick Leave Buy Back for unused days beyond 30, to a maximum number of 5 (five) days per year at a rate of \$100.00 per day. Payment for unused sick leave days will be made on the July 15th paycheck of that calendar year for the previous school year.

The sick leave will be determined at an hourly rate based on their regular daily work schedule. Unused sick leave may be accumulated to 30 working days which will be determined at an hourly rate.

9. Unpaid Leave: An LRT may be granted unpaid leave by the School District for situations which are not covered under the conditions of employment of this Agreement. The School District retains the right to allow the person to make up the missed hours or days with pay at a later date.
10. Family and Medical Leaves: Family and medical leaves will be granted in accordance with the current Master Agreement between the School District and Education Minnesota Alexandria.
11. Benefits: Learning Resource Teachers shall not be eligible to participate in district insurance programs offered by the district or other benefit programs provided within this Master Agreement.

12. Impact to Current Staff: The LRT Program will not negatively impact the teaching status (full time equivalent assignment) of any current employed teacher. LRTs may apply for regular classroom positions but cannot bid on the positions.

Education Minnesota – Alexandria

President

Negotiation Team Chairperson

Date

Alexandria Public Schools

Chairperson

Clerk

Date

LETTER OF UNDERSTANDING

A-COMP AGREEMENT

This Letter of Understanding is entered into between Alexandria Public Schools and Education Minnesota Alexandria to indicate that both sides have worked together to develop an alternative compensation plan (A-Comp). The A-Comp plan, given ratification by EMA members by a simple majority vote of members present and District School Board Approval, and approval by the Minnesota Department of Education would then commence with the school year and/or the identified school year approved by the Minnesota Department of Education.

The Alexandria Public School District and EMA hereby agree that:

- A committee consisting of teachers, building administrators, Assistant Superintendent, and the Human Resources Director will meet on a quarterly basis to review and refine the A-Comp (Q-Comp) plan to ensure successful implementation of the plan in the Alexandria school system.
- The committee will be cognizant of any deadlines or program requirements and will adhere to them in order for the plan to be approved and ready for the implementation each school year.
- The extra financial resources available to the District because of the A-Comp program will be used to support instructional coaches and other program needs. A portion of the dollars will be used as incentives to staff members when they achieve the pre-established goals required by the A-Comp planning committee. Any A-Comp monies unspent in a fiscal year shall be accumulated and available for use in the succeeding year or years for A-Comp plan activities.
- Should there be any changes to the A-Comp Statutes (MN Stat. 122A.40), both parties agree to discontinue all provisions of A-Comp unless an alternative agreement is reached. The discontinuation shall occur on June 30th of the last year the current statute is in effect with all funds accounted for upon completion of the District audit. Changes to the A-Comp program must be made by mutual agreement of the Union and District.
- Should the Union and the District agree to end participation in A-Comp, all performance pay will be paid per the LOU. The salary schedule will remain in full force and effect and will revert to the original language as provided in the Master Agreement. Teachers will revert back to annual step movement with the starting point for determining future steps being the current step earned through the A-Comp program.
- All teachers as defined in the Master Agreement are eligible and must participate as determined in the A-Comp plan.
- The teachers' salary schedule shall continue to be negotiated as part of the Master Agreement and that schedule will continue to be intact for the life of the agreement.

The A-Comp plan, assuming all requirements are met, is the teacher development and evaluation plan used by Alexandria Public Schools and Education Minnesota Alexandria. The Alexandria Public School District and EMA agree to the terms of this Letter of Understanding through the conclusion of this contract. The District and EMA may mutually agree to extend and update this document at that time.

Education Minnesota Alexandria

Alexandria Public Schools

President

Chairperson

Negotiation Team Chairperson

Clerk

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Between Independent School District #206

And

Education Minnesota Alexandria

The Exclusive Representative and Independent School District 206 agree as follows:

Topic: Professional Learning Communities (PLCs)

Effective Date: 2023-2024 School Year

The following contains the full text of the Memorandum of Understanding (MOU) between Alexandria Public Schools (“District”), and Education Minnesota Alexandria (“Union”), relating to the 184th contract day.

Section 1. Purpose:

The need for this change is to honor the 2023-2024 district budget reduction. This change also honors certified staff as exempt professionals and eliminates the need for timecards.

Section 2. Conditions:

The following conditions shall apply:

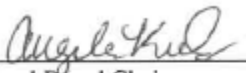
1. The 184th contract day is derived from the time spent outside of the contract day to attend PLCs throughout the school year, resulting in an additional 15 minutes each week.
2. Teachers that teach grades K-5 (plus ECSE) and grades 6-8 shall have the 184th day count toward the second snow day.
3. Teachers that teach PreK, grades 9-12, or hold their PLC meetings during the contract day will have options for making up the second snow day. The options will be developed in coordination with their respective BLT, building administration, and APS Teaching and Learning Department. The 8 hours will be executed outside of contract time and must be completed prior to May 15, 2024. Failure to complete such a plan will result in reduction in pay for the second snow day.
4. In the event there is a snow day after all available e-learning days have been exhausted, the day will be made up by all staff on Monday, June 3, 2024.
5. In the event that a second snow day is not needed, one student contact day will be removed for grades K-8 at the end of the school year.
6. The agreement is in place for the 2023-2024 school year. In continued dialogue with the negotiations process, and affirming the professional nature of certified staff, this MOU will conclude with the 2023-2024 school year and will not need to be part of future work agreements.

Section 3. Effect:

The parties agree that there shall be no requirement other than an agreement be reached on any terms and conditions of employment related to teacher contract days resulting from this MOU.

By signing below, the parties agree to the terms of this MOU:

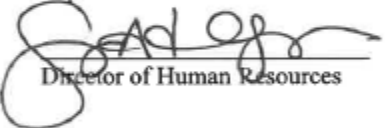
Independent School District #206



School Board Chair



Superintendent



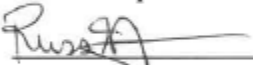
Director of Human Resources

Dated this 26 day of October, ~~2021~~
2023.

Education Minnesota Alexandria

Business Manager

Business Representative



Union Steward



Union Steward

Dated this 26 day of October, ~~2021~~
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