

Master Agreement

between

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

and the

Albert Lea Schools Executive Director of Special Services

July 1, 2017, through June 30, 2020

TABLE OF CONTENTS

ARTICLE I
PURPOSEPAGE 4

ARTICLE II
RECOGNITIONPAGE 4

ARTICLE III
DEFINITIONSPAGE 4

ARTICLE IV
SCHOOL DISTRICT RIGHTSPAGE 5

ARTICLE V
EMPLOYEE RIGHTSPAGE 5

ARTICLE VI
HOURS OF SERVICE & DUTY YEAR.....PAGE 6

ARTICLE VII
RATE OF PAYPAGE 6

ARTICLE VIII
GROUP HEALTH INSURANCE.....PAGE 6

ARTICLE IX
OTHER INSURANCEPAGE 10

ARTICLE X
HOLIDAYSPAGE 10

ARTICLE XI
VACATIONPAGE 11

ARTICLE XII
OTHER LEAVES OF ABSENCEPAGE 11

ARTICLE XIII
403(b) MATCHING CONTRIBUTION PLANSPAGE 13

**ARTICLE XIV
OTHER BENEFITSPAGE 14**

**ARTICLE XV
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIODPAGE 15**

**ARTICLE XVI
SEVERANCE PAYPAGE 15**

**ARTICLE XVII
GRIEVANCE PROCEDUREPAGE 16**

**ARTICLE XVIII
DURATIONPAGE 20**

SCHEDULE A, B AND C RATE OF PAY SCHEDULEPAGE 22

**ARTICLE I
PURPOSE**

This Agreement is entered into between Independent School District No. 241, Albert Lea, Minnesota, hereinafter referred to as the District or the School District, and the Albert Lea Schools Executive Director of Special Services Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for employees for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

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

**ARTICLE III
DEFINITIONS**

Section 1. 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 employees or severance pay, and the School District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: Employees included and covered by this Agreement shall be: Executive Director of Special Services; hereinafter referred to as “employee”.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, “District/School District,” shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

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

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

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

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

**ARTICLE V
EMPLOYEE RIGHTS**

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

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

Section 3. Separation: If the Employee's position is discontinued, the Employee shall have the right to use his or her seniority to claim another licensed position to the extent provided by Minnesota Statutes section 122A.40.

ARTICLE VI HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be July 1 – June 30.

Section 3. Basic Work Day: The employee's basic work day will be prescribed by the School District.

Section 4. Lunch Period: Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

ARTICLE VII RATE OF PAY

Section 1. Rates of Pay:

Subd. 1. 2017 - 2020 Rates of Pay: The rates of pay as provided in Schedule A herein shall be a part of the Contract for the 2017-18 work year; Schedule B herein shall be a part of the Contract for the 2018-19 work year; Schedule C herein shall be a part of the Contract for the 2019-20 work year.

Subd. 2. Rate of Pay Status: For the duration of this Agreement, any rate of pay advancement shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified.

Subd. 3. New Hires: Rate of pay for employees joining the Albert Lea Schools Executive Director of Special Services Association after July 1, 2017 will be determined by the District.

ARTICLE VIII GROUP HEALTH INSURANCE

Section 1. Group Health Insurance for Active Employees: The School District shall make available health plans. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1. Health and Hospitalization Insurance – Single Coverage: The School District shall pay the monthly premium for each eligible employee employed by the School District who is enrolled in single coverage in the School District’s group health and hospitalization insurance plan.

Subd. 2. Health and Hospitalization Insurance – Family Coverage: The School District shall pay the monthly premium for each eligible employee employed by the School District who is enrolled in family coverage in the School District’s group health and hospitalization insurance plan.

Subd. 3. Benefits Provided Through the VEBA: The School District shall provide a health reimbursement arrangement through the VEBA Plan.

Subd. 4. Establishment of VEBA: The School District shall make available a VEBA Plan and Trust to all qualified employees who exercise their option to enroll in a health care plan offered in Section 1 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the School District maintains a cafeteria plan with a health flexible spending account (an “FSA”), the School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual’s FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the health care plans offered in this Article.

Subd. 5. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the School District. Administrative fees allocable to the individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid by the School District. Administrative fees allocable to the individual accounts of former employees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 6. Employer Contributions to the Health Reimbursement Arrangement for Active Employees: The School District will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying employees in the following amounts and in accordance with the following schedule:

Single health insurance participant:	\$1200 per year
Family health insurance participant:	\$2400 per year

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

If a qualified employee who is a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, to reflect this change, the school district shall prorate the amount of the school district contribution by the ratio of the number of days worked during the plan year prior to the change in coverage to the number of regular contract duty days. If a VEBA Plan participant has received an overpayment in the school district contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment. The overpayment will be calculated by comparing the actual amount paid to the employee with the amount that should have been paid to the employee given the ratio of the number of days worked during the plan year prior to the change in coverage to the number of regular contract duty days. If the amount the employee actually received is more than the amount the employee should have received given the ratio of the number of days the employee worked during the plan year prior to the change in coverage to the number of regular contract duty days, the employee must reimburse that amount to the district.

If a qualified employee is hired after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution by the ratio of the number of days worked during the plan year to the number of regular contract duty days.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan. If the VEBA Plan participant has an employment change, resigns or the participant's employment is terminated after the first day of the VEBA Plan year, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment of the school district contribution to the VEBA Plan participant's individual account. The overpayment will be calculated by comparing the actual amount paid to the employee with the amount that should have been paid to the employee given the ratio of the number of days worked during the plan year to the number of regular contract duty days. If the amount the employee actually received is more than the amount the employee should have received given the ratio of the number of days the employee worked during the plan year to the number of regular contract duty days, the employee must reimburse that amount to the district.

Subd. 7. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease (unless the employee is eligible for post-employment group health insurance as explained in Section 2 of this Article).

Section 2. Post-Employment Group Health Insurance: The School District shall make available health plans to eligible retirees. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1. Health Plans: An eligible retiree may continue to participate in a health insurance plan and the School District shall pay for the retiree's entire single premium and deductible until the eligible retiree becomes eligible for Medicare. If the retiree wishes to extend such coverage to dependents, it may be elected and the retiree shall pay the dependent premium and deductible.

Subd. 2. Benefits Provided Through the VEBA: The school district shall provide a health reimbursement arrangement for eligible retirees through the VEBA Plan.

Subd. 3. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all eligible retirees who exercise their option to enroll in a health care plan offered in Section 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The VEBA Plan year will begin and end on the same dates as the health care plans offered in this of the Article.

Subd. 4. Payment of Administrative Fee: Administrative fees allocable to the individual accounts of retirees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 5. Employer Contributions to the Health Reimbursement Arrangement for Eligible Retirees: The School District will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying retirees in the following amounts and in accordance with the following schedule:

Single health insurance participant: \$1200 per year

Subd. 6. Eligibility: The employee who retires prior to eligibility for Medicare and is at least 55 years of age at the time of retirement shall continue to be eligible for participation in the group health insurance plan until eligible for Medicare. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 3. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of the employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE IX
OTHER INSURANCE**

Section 1. Income Protection: The School District will provide income protection insurance. Premiums for such insurance shall be paid in full by the School District.

Section 2. Life Insurance: The School District will provide \$100,000 of group term life insurance for the employee, payable to the employee's named beneficiary, at the expense of the School District.

Section 3. Liability Insurance: The School District shall provide, at School District expense, liability insurance naming the Executive Director of Special Services as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

Section 4. Duration of Insurance Contribution: An employee is eligible for school district contributions towards insurance as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all school district participation and contribution shall cease effective the day after the last day of employment.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of the employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE X
HOLIDAYS**

Section 1. Paid Holidays: The employee shall be granted the following eleven (11) paid holidays: July 4, Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), Presidents' Day, Good Friday, and Memorial Day.

Section 2. Weekends: Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof.

Section 4. Holiday within a Vacation Period: Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**ARTICLE XI
VACATION**

Section 1. Earned Vacation: The employee shall have twenty-five (25) days of annual paid vacation each contract year. Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned.

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

Section 3. Resignation: The employee shall not be compensated for unused vacation days in the event of resignation, retirement, or termination.

**ARTICLE XII
OTHER LEAVES OF ABSENCE**

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

Subd. 1. Earning: Disability leave of 18 days per year for full-time employees shall be granted for every year of service. Annual disability leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Accumulation: Unused disability leave days may accumulate to a maximum of 180 days of disability leave.

Subd. 3. Use: Disability leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. This leave may be used pursuant to Minnesota Statutes section 181.9413 so long as the employee meets the definition of an employee under Minnesota Statutes section 181.940 and all other requirements of section 181.9413 are met.

Subd. 4. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for disability leave pay. However, the final determination as to the eligibility of an employee for disability leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Disability leave allowed shall be deducted from the accumulated disability leave days earned by the employee.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Emergency and Bereavement Leave: When an emergency requires the employee's attendance during the time when he/she is normally expected to perform his/her duties, the employee may be granted leave according to the following:

Subd. 1. Earning: The employee may be granted paid emergency and bereavement leave during the contract year at the discretion of the Superintendent. The Superintendent's decision is not subject to the grievance procedure in Article XV.

Subd. 2. Uses: Leaves shall be for situations that arise requiring the employee's emergency attention which cannot be attended to outside of the employee's normal work hours and which is not covered under other policies. Severe illness of spouse, child, parent, or other members of the employee's household, death, funerals, court appearances and estate settlements are examples of situations where this leave may be granted. Emergency leave may not be used for activities which involve employment outside the district or for activities of a recreational nature.

Section 4. Jury Service: Employees called for jury duty shall receive their regular pay less any remuneration they receive as compensation for jury services.

Section 5. Extended Medical Leave: An employee who is unable to work because of illness or injury and who has used all of his/her accumulated disability leave, may, upon request, accompanied by a doctor's written statement, be granted, at the Board's discretion, a leave of absence without pay not to exceed two (2) years. After each six-month period has expired, the Board may review the case and determine, at its discretion, whether any further leaves shall be granted, not to exceed two (2) years, and subject to a doctor's report for each six-month period.

Section 6. Leave of Absence Without Pay: Requests for leaves of absence without pay may be granted only at the discretion of the Superintendent. When on approved leave of absence, the employee shall be able to purchase the major medical and health insurance coverage at the prevailing group rate for up to twenty-four (24) months.

Section 7. Professional Leave:

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

Subd. 2. Expense Reimbursement: Wherein the employee attends meetings on behalf of the School District and upon the instruction of central administration, expenses shall be paid by the School District. Such authorization shall be obtained in advance.

Subd. 3. Special Approval Provisions: Since the employee attends meetings, or visitations, etc., of a professional nature at the expense of the School District, at the discretion of the Superintendent, the employee who attends local or state meetings may be required to report on those meetings.

Subd. 4. Local and State Meetings: The School Board will provide time and monies for the employee to attend local and state meetings.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the unpaid leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by disability leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until disability leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 9. Approval and Scheduling: Use of any of the leaves described in this Article shall be granted only through approval of the requesting employee's supervisor using the district's required procedures, including its designated absence program, and required documentation.

Section 10. Resignation: In the event the employee dies during the term of this contract, payment of unused disability leave days accrued and earned pursuant to the provisions of this Article, based on the daily rate of pay calculated on the annual salary of the employee at the time of his or death, shall be made to the employee's survivor or estate. In no other event will the employee who resigns, retires, or who is terminated be compensated for unused leave pursuant to this Article.

ARTICLE XIII 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Matching School District Contribution: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make monthly matching contribution of \$250.

Section 2. Notice of Participation: To be eligible for the provisions of this article, the employee must notify the School District, in writing, by no later than June 1 each year of his/her intention to participate in this matching program and the amount of the employee's contribution to go into effect July 1 of the same year. In addition, a group member shall notify the School District in writing by no later than December 1 each year of their intention to modify their 403(b) contribution effective January 1. Such

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

Section 3. Payment: The employee's contribution shall be made by payroll deduction.

Section 4. Unpaid Status: An employee on unpaid leave status may not participate in the provisions of this article.

Section 5. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

ARTICLE XIV OTHER BENEFITS

Section 1. Cell Phone: Each employee shall be reimbursed \$65.00 per month for use of a personal cell phone.

Section 2. Mileage Reimbursement: Each employee shall be reimbursed for school business mileage at the maximum rate allowable as determined by federal tax laws.

Section 3. Moving Expense: A \$1,000 stipend will be paid to the administrator for moving expenses incurred to fill this position.

Section 4. Licensure Fee: The School District shall cover the fee of \$75 each fiscal year for the Executive Director through the Minnesota Board of School Administrators.

Section 5. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The employee shall advise the Superintendent of meetings and conferences that the employee will be attending. The employee shall file itemized expense statements to be processed and approved as provided by law and appropriate District policies.

Section 6. Community Professional Organizations: The District will reimburse the employee up to \$400 for costs of belonging to an area or community organization, as approved by the Superintendent, which contributes to her profession, the goals of District #241, or the community which the employee serves.

Section 7. State and National Professional Organizations: The School District shall pay the dues for membership in appropriate professional organizations subject to approval of the Superintendent.

Section 8. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the employee arising out of or in conjunction with the employee's employment, and the employee is acting within the scope of employment or official duties, the School District shall defend and

indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

Section 9. Tax-Deferred Saving Plan: The employee will be eligible to participate in the Minnesota State Deferred Compensation Plan under Section 457 of the Internal Revenue Code, and may make contributions to such plan through payroll deduction.

ARTICLE XV DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of twelve (12) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have been violated. The twelve (12) month probationary period may be extended upon mutual agreement of the employee and the School District.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 3. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

ARTICLE XVI SEVERENCE PAY

Section 1. Eligibility: Subject to M.S. 465.72, the employee upon age 55 who has completed at least twenty-five (25) years of credit with the Minnesota Teachers Retirement Association at least fifteen (15) of which involves service in the Albert Lea School District, shall be eligible for 160 days of unused disability leave upon submission of a written resignation accepted by the School Board. Severance benefits shall not be granted to the employee which is discharged for cause by the School District.

Section 2. Daily Rate of Pay: In applying these provisions, the employee's daily rate of pay shall be the daily rate at the time of severance. The daily rate shall be determined by dividing 229 contract days listed for the employee into the employee's annual salary at the time of severance.

Section 3. Application: The eligible employee shall receive severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School District. The employee who takes a leave of absence for purposes other than illness or other long-term disability purposes will not qualify for severance pay unless they return to work in the School District for at least two (2) years.

Section 4. Payment: The director may choose to receive the severance pay as a direct payment as a contribution to an individual account established under the Post Employment Health Reimbursement Arrangement. If the director dies before the severance pay has been disbursed, that balance due shall be paid to said named beneficiary, or lacking same, to the estate of the deceased.

Section 5. Deductions: Payments of severance pay will include necessary deductions for social security, state and federal income taxes. No deductions will be made for T.R.A.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant(s): The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

Subd. 3. Group of Employees: A group of fewer than ten (10) employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 4. Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving the employees arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected employees no later than the third (3rd) level of the grievance procedure. The exclusive representative grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

Subd. 5. Days: Any reference to the word, "days," regarding time periods in this procedure

shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the

meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved grievant(s), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III above.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer

testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator or to any other situation in which its application would be considered unlawful retaliation or reprisal.

**ARTICLE XVIII
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2020, and thereafter as provided by PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

Section 4. Amendment: Except as provided in Section 1 above, amendments to this Agreement shall be undertaken only by written mutual agreement of both parties, and shall be limited to specific sections of this Agreement. Should such negotiations result in a mutually acceptable amendment of this Agreement, the amendment shall be subject to ratification by the parties hereto.

Section 5. Affordable Care Act (ACA): Notwithstanding any other provision of this Agreement, in the event this Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The School District and the employees agree that all material terms of compensation, hours, and fringe benefits (including health benefits) may be subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require.

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

For the Albert Lea Schools Executive Director
of Special Services:

Tamera Alphas
President

For the School District:

D. [Signature]
School Board Chair
[Signature]
School Board Clerk

Dated this 14th day of October, 2016.

Dated this 17th day of October, 2016.

**SCHEDULE A
2017-2018
Rate of Pay Schedule**

Name	Position	Rate of Pay
Tamera Alphas	Executive Director of Special Services	\$112,200

**SCHEDULE B
2018-2019
Rate of Pay Schedule**

Name	Position	Rate of Pay
Tamera Alphas	Executive Director of Special Services	To Be Determined

**SCHEDULE C
2019-2020
Rate of Pay Schedule**

Name	Position	Rate of Pay
Tamera Alphas	Executive Director of Special Services	To Be Determined