

Master Agreement

between

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

and the

Albert Lea Schools Directors/Coordinators Association

July 1, 2021, through June 30, 2023

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**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 Directors/Coordinators 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 directors/coordinators 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 Directors/Coordinators Association as the exclusive representative for directors/coordinators 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: Activities Director, Assistant Director of Special Services, Coordinator of Information Technology, Director of Facilities & Transportation, Coordinator of Early Learning, Executive Assistant Office Superintendent/School Board, Human Resource/MARSS Coordinator, Business Services Coordinator, Communications Coordinator, Network Administrator, Coordinator of Special Services, and Food Services Coordinator (hereinafter referred to as “employees”).

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. Full-time Employee: For purposes of administering this Agreement, full-time employees will be those who are contracted 8.0 hours per day and a minimum of 220 days per basic work year for a total of 1760 hours per basic work year.

Section 5. 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.

**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. Contracted Days: Contracted days include work days, paid holidays, and vacation days. The number of contracted days per basic work year will be in accordance with the following schedule:

Activities Director	260 days
Assistant Director of Special Services	260 days
Coordinator of Early Learning	260 days
Director of Elementary Programs	260 days
Coordinator of Information Technology	260 days
Director of Facilities & Transportation	260 days
Director of Secondary Programs	260 days
District Accountant	260 days
Executive Assistant	260 days
Office Superintendent/School Board	
Human Resource/MARSS Coordinator	260 days
Business Services Coordinator	260 days
Communications Coordinator	260 days
(Prorated per job requirements)	
Network Administrator	260 days
Coordinator of Special Services	260 days
Food Services Coordinator	220 days

Section 4. Basic Work Day: The employee’s basic work day will be prescribed by the School District.

Section 5. Lunch Period: Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 6. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 7. Inclement Weather Emergency: On work days where inclement weather causes an early-out, late start, or closure for the entire day, the employee may work from home unless directed to be present onsite. Such a day will be regarded as a regular paid workday.

**ARTICLE VII
RATE OF PAY**

Section 1. Rate of Pay:

Subd. 1. 2021-2023 Rate of Pay: The rates of pay as provided in Schedule A herein shall be a part of the Contract for the 2021-2022 work year; Schedule B herein shall be a part of the Contract for the 2022-2023 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 Employees: Rate of pay for a new employee accepting a position listed in ARTICLE III, Section 2 of this Master Agreement will be determined by the District.

**ARTICLE VIII
GROUP HEALTH INSURANCE**

Section 1. Group Health Insurance for Active Employees whose start date for a position listed in ARTICLE III, Section 2 of this Master Agreement was after June 30, 2012. The School District shall make available health plans to those who qualify. 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 contribute a sum not to exceed \$2,290 per month for the 2021-2022 school year and \$2,382 per month for the 2022-2023 school year toward the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District’s group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The School District will not contribute more than the total cost of the chosen coverage.

Subd. 2. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute a sum not to exceed \$2,290 per month for the 2021-2022 school year and \$2,382 per month for the 2022-2023 school year toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in family coverage in

the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The School District will not contribute more than the total cost of the chosen coverage.

Subd. 3. Benefits Provided Through the VEBA: The School District shall provide a health reimbursement arrangement for eligible active employees 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 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.

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, the School District shall prorate the amount of the School District contribution to reflect the change. If a VEBA Plan participant has received an overpayment in

the School District contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment.

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 for that position.

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.

Subd. 8. Eligibility: Full benefits provided in this article are designed for employees who are full-time employees pursuant to Article III of this Agreement. Employees who are employed an average of at least thirty (30) hours per week during the basic work year of July 1 – June 30 shall be eligible for partial benefits proportional to the extent of their employment. Partial benefits will be calculated proportional to a full-time, or 1800 hour per year employee. New eligible employees shall be eligible for insurance coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the School District complete necessary processing, including enrollment cards. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 2. Post-Employment Group Health Insurance for those employees who were employees of the District prior to June 30, 2012 and currently hold a position in the bargaining unit listed in ARTICLE III, Section 2 of this Master Agreement: 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 employee who retires prior to age 65 and is at least 55 years of age at the time of retirement shall continue to be eligible for participation in the health and hospitalization insurance plan and the School District will pay the single premium as provided in Section 1 Subd. 1 of this Article hereof for such insurance.

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

The School District's contribution, if any, will discontinue upon the employee being eligible for Medicare/Medicaid.

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: Only those who held a position listed in ARTICLE III, Section 2 of this Master Agreement prior to and on June 30, 2012 shall be eligible for participation in the Post Employment Group Health Insurance Arrangement as provided in this Section. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 3. Post-Employment Group Health Insurance for those employees who were not employees of the District prior to June 30, 2012 : 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: The employee who retires prior to age 65 and is at least 55 years of age at the time of retirement shall continue to be eligible for participation in the health and hospitalization plan. Premiums for health insurance coverage must be paid entirely by the retired employee. It is the responsibility of the retired employee to make arrangements with the School District business office to pay the monthly premiums on such date determined by the School District.

Subd. 2. Eligibility: Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 4. 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 an income protection insurance plan. 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 to each employee. Conversion privileges shall accrue to the employee at either resignation or retirement from his or her administrative position with the School District. The employee may purchase at his or her own cost additional group term life insurance to a maximum of \$150,000.

Section 3. Liability Insurance: The School District shall provide an errors-and-omissions liability insurance policy covering the employee in the amount of one million dollars.

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:

Subd. 1. Full-time Employees: Full-time employees 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.

Subd. 2. Part-time Employees: Part-time employees who work 30 hours per week earn eight (8) paid holidays: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, and Memorial Day. Part-time employees who work 20 hours per week will earn 6 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day,

Presidents' Day, 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. of this Article 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
VACATIONS**

Section 1. Earned Vacation: Annual vacation with pay shall be earned in accordance with the following schedule:

<u>Position</u>	<u>Based Earned Vacation Allotment</u>
Activities Director	25 days
Assistant Director of Special Services	30 days
Coordinator of Early Learning	20 days
Coordinator of Information Technology	20 days
Director of Facilities & Transportation	20 days
Executive Assistant	20 days
Office Superintendent/School Board	
Human Resource/MARSS Coordinator	20 days
Business Service Coordinator	20 days
Communications Coordinator	0 days
Network Administrator	20 days
Coordinator of Special Services	39 days
Food Services Coordinator	17 days

Section 2. Longevity Earned Vacation: Beginning on July 1, 2021, only Directors and Coordinators with a base earned vacation allotment identified in Article XI, Section 1 of twenty (20) days, may earn an additional vacation day in the following intervals for a maximum of twenty-five (25) total vacation days.

- One (1) additional day at the completion of three (3) years of employment with the district.
- One (1) additional day at the completion of six (6) years of employment with the district.
- One (1) additional day at the completion of nine (9) years of employment with the district.
- One (1) additional day at the completion of twelve (12) years of employment with the district.
- One (1) additional day at the completion of fifteen (15) years of employment with the district.

The additional day will be added on July 1 of the year following the completion of the interval years (eg., at the completion of year 3 on June 30, the additional day will be added on July 1 of year 4, etc.).

Section 3. Carry Over Days: Some unused vacation may be carried over, but must be taken within six (6) months after the end of the contract year in which it is earned. The number of allowed carry over days allowed will be in accordance with the following schedule:

Activities Director	5 days
Assistant Director of Special Services	5 days
Coordinator of Early Learning	5 days
Coordinator of Information Technology	5 days
Director of Facilities & Transportation	5 days
Executive Assistant	5 days
Office Superintendent/School Board	
Human Resource/MARSS Coordinator	5 days
Business Service Coordinator	5 days
Communications Coordinator	0 days
Network Administrator	5 days
Coordinator of Special Services	5 days
Food Services Coordinator	5 days

Section 4. Scheduling: Use of vacation time shall be granted only through approval of the requesting employee using the district designated absence program.

Section 5. Resignation: The employee shall not be compensated for unused vacation days in the event of resignation, retirement, or termination.

Section 6. Eligibility: Full vacation benefits provided in this article are designed for employees who are full-time employees pursuant to Article III of this Agreement. Part-time employees who are employed an average of at least thirty (30) hours per week shall be eligible for partial benefits proportional to the extent of their employment.

Section 7. Additional Vacation:

Subd. 1. Earning: An additional five (5) days per year will be granted upon reaching the age of sixty (60) along with a minimum of ten (10) years of experience with the Albert Lea School District. Eligible employees shall be allotted a maximum of 25 vacation days under this section, including any days earned under Section 2.

Subd. 2. Eligibility: Only those who held the title of Director of Facilities & Transportation prior to and on June 30, 2012 are eligible for benefits as provided in this section.

**ARTICLE XII
OTHER LEAVES OF ABSENCE**

Section 1. Disability Leave: When illness or injury prevents an employee's attendance at school 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. Each full-time employee shall receive their 18 days at the start of the contract year.

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

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 disability 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 Leave:

Subd. 1. Earning: The employee may be granted a leave with pay at the discretion of the Superintendent or designee of up to five (5) non-cumulative days per year for full-time employees and two (2) non-cumulative days of emergency leave per year for part-time employees. The Superintendent's or his/her designee'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 when school is not in session and which are 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. This leave may be granted at the discretion of the Superintendent for any good and sufficient reason that requires the attention of the employee during the time that he or she is normally expected to perform duties. Emergency leave may not be used for activities which involve employment outside the district or for activities of a recreational nature.

Subd. 3. Special Approval Provisions: Requests must be made at least two (2) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent or designee reserves the right to refuse to grant such leave, if, under the circumstance involved, it is determined that such leave should not be granted. The Superintendent's or his/her designee's decision is not subject to the grievance procedure in Article XV.

Subd. 4. Additional Emergency Leave: Under extreme emergencies and at the discretion of the Superintendent or designee, additional days of leave may be granted. However, said days shall be deducted from the employee's disability leave. The Superintendent's or his/her designee's decision is not subject to the grievance procedure in Article XV.

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. 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 or his designee.

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 or his designee, 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.

Subd. 5. National Meetings: Time and monies will be provided for those who hold a title of Director of Facilities & Transportation, to attend a national convention or workshop a minimum of every four (4) years.

Section 7. 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 8. 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 9. Eligibility: Unless otherwise required by law, full leave benefits provided in this article are designed for employees who are full-time employees pursuant to Article III of this Agreement. Part-time employees who are employed an average of at least thirty (30) hours per week shall be eligible for partial leave benefits proportional to the extent of their employment.

Section 10. Resignation: In no 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. Eligibility: 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 contributions for each employee contracted to work an average of at least thirty (30) hours per week during the basic work year. Part-time employees contracted to work less than an average of thirty (30) hours per week during the basic work year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time employees pursuant to Article III of this Agreement shall be eligible for a monthly School District matching contribution of \$250.

Subd. 2. Part-time Employees: Part-time employees who are employed an average of at least thirty (30) hours per week during the basic work year of July 1 – June 30 shall be eligible to receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment. Partial benefits will be calculated proportional to a full-time, or 1800 hour per year employee.

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

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

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

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

ARTICLE XIV OTHER BENEFITS

Section 1. Technology Stipend: When required by the School District and approved by the employee's supervisor, employees shall receive a technology stipend of \$65.00/month.

Section 2. Mileage Reimbursement: Employees shall be reimbursed for school business mileage at the maximum rate allowable as determined by federal tax laws, which must be approved by the employee's supervisor.

The employee shall maintain a minimum of \$100,000 per person and \$300,000 aggregate per occurrence or a single limit of \$300,000 of liability insurance protection on his or her personal vehicle when said vehicle is used for School District purposes.

Section 3. 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 his or her supervisor 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 4. Community Professional Organizations: The District will reimburse each employee a maximum of \$200 toward the cost of belonging to an area or community organization, as approved by the Superintendent or his designee, which contributes to his or her profession, the goals of District #241, or the community which the employee serves. The Director of Facilities and Transportation shall be reimbursed a maximum of \$300 toward the cost of belonging to an area or community organization, as approved by the Superintendent or his designee.

Section 5. State and National Professional Organizations: The School District shall pay the dues for one state and one national professional organization for the employee has deemed appropriate by the Superintendent or his/her designee.

Section 6. Licensure Fee: The School District shall cover the fee of \$75, each fiscal year, through the Minnesota Board of School Administrators for members of the bargaining unit in which the district requires an administrative license.

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. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted within the bargaining unit to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 4. 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
SEVERANCE PAY**

Section 1. Eligibility: Only those who held the title of Director of Facilities & Transportation prior to and on June 30, 2012 are eligible for benefits as provided in this Article. Subject to M.S. 465.72, the employee who has completed at least ten (10) years of experience within the School District, and who is at least fifty-five (55) years of age, or the employee regardless of age who has completed at least twenty-five (25) years of credit with the Minnesota Public Employees Retirement Association at least fifteen (15) of which involves service in the Albert Lea School District, shall be eligible for severance benefits pursuant to the provision of this Article, upon submission of a written resignation accepted by the School Board. Severance benefits shall not be granted to the employee who is discharged for cause by the School District.

Section 2. Number of Days: Employees who meet the eligibility criteria in this Article are eligible for the following days of severance pay:

Director of Facilities & Transportation	115 days
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Section 3. 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 using the following formula:

(Employee's Annual Salary at the Time of Severance) / X = (Daily Rate of Pay at the Time of Severance)

Director of Facilities & Transportation	X = 229 days
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Section 4. 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 5. Payment: On behalf of the eligible employee, the School District shall pay 100% of the amount of severance pay to the individual VEBA account established for the employee under the Post-Employment Health Reimbursement Arrangement.

**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 a majority of employees in the bargaining unit 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, 2023, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. 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
Directors/Coordinators Association:

For the School District:

President

School Board Chair

Secretary

School Board Clerk

Dated this ____ day of _____, 20__.

Dated this ____ day of _____, 20__.

**SCHEDULE A
2021-2022
Rate of Pay Schedule**

Position	Rate of Pay
Activities Director	\$103,000
Assistant Director of Special Services	\$97,159
Coordinator of Early Learning	\$66,674
Coordinator of Information Technology	\$71,400
Director of Facilities & Transportation	\$106,929
Executive Assistant Office Superintendent/School Board	\$62,424
Human Resources/MARSS Coordinator	\$53,040
Business Service Coordinator	\$62,424
Communications Coordinator – Prorated to hours worked	\$42,771
Network Administrator	\$76,500
Coordinator of Special Services	\$94,350
Food Services Coordinator	\$39,270

**SCHEDULE B
2022-2023
Rate of Pay Schedule**

Position	Rate of Pay
Activities Director	\$105,060
Assistant Director of Special Services	\$99,102
Coordinator of Early Learning	\$68,007
Coordinator of Information Technology	\$72,828
Director of Facilities & Transportation	\$109,068
Executive Assistant Office Superintendent/School Board	\$63,672
Human Resources/MARSS Coordinator	\$54,101
Business Service Coordinator	\$63,672
Communications Coordinator – prorated to hours worked	\$43,626
Network Administrator	\$78,030
Coordinator of Special Services	\$96,237
Food Service Coordinator	\$40,055

**SCHEDULE C
Additional Compensation**

Any director or coordinator that is assigned as the Tiger Cub Child Care Early Learning Coordinator shall earn additional compensation of \$10,000 per year.
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