

Agreement between

INSTRUCTIONAL PROGRAM SUPERVISORS

and

INDEPENDENT SCHOOL DISTRICT #15

Approved by the School Board on ~~May 13, 2024~~

Effective July 1, 20~~23~~25 through June 30, 20~~25~~27

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 15, St. Francis Minnesota (hereinafter referred to as the "District" and the District 15 Instructional Program Supervisors' Association (hereinafter referred to as the "Association") pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as "PELRA") to provide the terms and conditions of employment for Instructional Program Supervisors during the duration of this Agreement. The parties hereto shall have such rights, duties and obligations as provided by PELRA and by this Agreement.

Section 2. Effects of Laws, Rules and Regulations: This Agreement constituted the full and complete agreement between the School District and the Exclusive Representative representing the Instructional Program Supervisors of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Any statement in this Agreement found to be in violation of any valid rule, regulation or order of State and Federal agencies shall be considered null and void.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the District recognizes District 15 Instructional Program Supervisors' Association as the exclusive representative of Instructional Program Supervisors employed by the District, which exclusive representative shall have those rights and duties as described by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Association shall represent all Instructional Program Supervisors of the District as defined in this Agreement and in said Act.

ARTICLE III

DEFINITIONS

Section 1. Instructional Program Supervisor: The term Instructional Program Supervisor shall include all employees of Independent School District 15, St. Francis, Minnesota, who are Instructional Program Supervisors, who devote more than 50 percent of their time to administrative and supervisory duties and who are employed more than 14 hours per week and more than 100 days per year.

Section 2. Terms and Conditions of Employment: Terms and conditions of employment mean the hours of employment and the compensation, which includes fringe benefits.

Section 3. School Board or School District: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 4. Superintendent: Any reference to Superintendent shall mean the Superintendent of Schools of Independent School District 15 or a designated representative.

Section 5. School Year Designation: This contract refers to the 20~~23~~25-20~~25~~27 school years for the purposes of this Agreement.

Section 6. 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 Association recognizes that the 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

Section 3. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V INSTRUCTIONAL PROGRAM SUPERVISOR AND ASSOCIATION RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Instructional Program Supervisors or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment as provided in official District job descriptions for Instructional Program Supervisors or circumvent the rights of the Association.

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.

Section 3. Request for Dues Check Off: The Association shall be allowed dues check off for its members. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in six (6) equal installments, beginning with the first pay period in September.

Section 4. Indemnification: The Association shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Sections 1-3 of this Article.

Section 5. Facilities: The Association may use School District facilities as a site for Association meetings provided that this does not interfere with the normal school operation.

Section 6. Association Time: Pursuant to M.S. 179A.07, Subd. 6, reasonable time off shall be afforded to elected officials and appointed representatives of the Association. The Association shall repay the District at the applicable daily rate for each person for each day's absence. Every effort shall be made by both parties to schedule negotiations sessions, grievance hearings, mediation, or arbitration at times other than those conflicting with the work day. In the event that it is agreed to by both parties or mandated by a third party that any of the aforementioned meetings be held during the regular working day, the Association shall reimburse the District in the amount paid to the employee's substitute, if any.

ARTICLE VI

DUTY YEAR

Section 1. Work Year/Duty Days: The work year, including paid holidays, for all Instructional Program Supervisor shall be 225 days. In computing the value of a duty day for purposes of this Agreement, the total annual compensation shall be divided by 225 for all employees.

Section 2. Scheduling of Duty Days: The specific duty days during the calendar period, July 1 through June 30, shall be established by individual employees and their supervisor subject to approval of the Superintendent or his/her designee. The assigned work days will generally include the regular school calendar days for students and the scheduled extended school year. Any variation of the designated schedule must be approved in advance by the employee's supervisor. The Superintendent reserves the right to designate specific calendar days during the period July 1 through June 30 as mandatory duty days.

Section 3. Holiday Observance: Each employee shall be granted up to fifteen (15) paid holidays during the period July 1 through June 30. Ten (10) days will be designated annually by the Board as authorized paid holidays for eligible employees and five (5) days will be floating holidays to be taken at the employee's discretion with the approval of his/her supervisor. Floating holidays not taken during the work year may accumulate to a maximum of 15 days. Surrender of these days is defined in Article IX, Section 9. A holiday shall be defined as a paid day on which an employee shall not be scheduled to perform job duties and responsibilities.

Section 4. Work Stoppage: In the event of a work stoppage, additional days added to an employee's work year will be compensated on a pro-rata basis.

ARTICLE VII COMPENSATION

Section 1. Salary Schedule: Employees will be paid an annual salary in accordance with their position and step placement on the Salary Schedule.

Section 2. Granting of Annual Experience Increment: Employees completing a normal duty year, as defined by Article VI, Section 1, shall be advanced one step on the Salary Schedule, subject to the following conditions:

Subd. 1. One advancement on the Salary Schedule shall be effective as of July 1.

Subd. 2. The District reserves the right to withhold increase for just cause. A salary increase shall not be withheld unless the Instructional Program Supervisor is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency. The withholding of an annual step increase may be appealed through the grievance procedure established by Article XII.

Section 3. Status of Salary Schedule: The Salary Schedules contained in Schedules A and B shall not be considered part of an Instructional Program Supervisor's individual continuing contract as defined in M.S. 125.12. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, the employees shall be compensated according to the previous year's compensation until such time as a successor agreement is executed.

Section 4. Summer School Pay:

If summer school duties are not included as part of a Supervisor's duty day calendar, compensation for Instructional Program Supervisors in the unit will be at the Instructional Program Supervisor's hourly salary schedule rate for hours assigned.

Section 5. Additional Pay: The District reserves the right to compensate an employee beyond the rates as specified in Section 1 of this Article for providing extraordinary services for the District. Criteria for such additional pay may be established from time to time by the District and communicated to employees at the beginning of each fiscal year.

Section 6. Pay Deduction: Whenever a pay deduction is made for an employee's absence, the annual salary divided by 225 for all employees shall be deducted for each day's absence.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Beginning July 1, 20~~23~~25, cafeteria insurance contribution amount will be determined by adding the total yearly contribution amount for teachers and the total yearly contribution amount for directors and divide by two (2). The administrator must participate in District insurance coverage, including District long term disability and \$100,000 in life insurance.

The Instructional Program Supervisor may opt to purchase up to an additional \$50,000 of term life insurance on self and up to \$10,000 on each eligible dependent from the District carriers; providing it is allowed by the insurance carrier. Any unused dollars go back to the program supervisor as a direct salary payment from June 16 through June 30 of the following year or paid into an investment(s) of the employee's choice.

Subd. 2. Health Care Savings Plan (HCSP): The District shall contribute \$1,000 per year toward each Instructional Program Supervisor's health care savings plan in each year of the contract. The contribution for individuals not covered under an employer sponsored group medical plan will be applied to a post-employment account within the HCSP. Such post-employment account may be used only to reimburse eligible expenses incurred while the individual is not an employee of the District (i.e., after the individual's employment with the District has terminated). An individual who is enrolled in another employer's group medical plan must provide information to the District regarding that coverage as a condition of receiving contributions to a HCSP account that is not restricted to post-employment expenses. In addition, the District will pay the monthly administrative fee charged by the carrier.

Subd.3. Employee and Spouse Employed by District: In the event that the District employs an employee and spouse, the employee and spouse will have the following options if permitted by the terms of the insurance policy:

1. both employees may be allowed to carry single coverage with single contribution as specified in their own employee group;
2. one employee may carry family coverage with contribution of their own work group and the single contribution for the other employee's work group.

The premium not contributed by the District shall be borne by the employee and paid by payroll deduction. If the premiums are less than the District contribution, the District shall not pay the difference to the employee.

Section 3. Term Life: The District will pay the premium of a \$100,000 term life AD&D insurance policy for the employee. The employee will have the option to purchase at personal expense an additional \$50,000 of term life insurance on themselves. The employee shall also

have the right to purchase an additional \$10,000 for spouse and \$10,000 for each eligible dependent. In the event of long-term disability, it shall be the responsibility of the program supervisor to file for a waiver of premium within twelve (12) months of the qualifying event.

Section 4. Long Term Disability: The employee will pay the premium for long term disability insurance paying a maximum benefit of \$8,067.00 per month or 66 2/3% of total annual salary, whichever is lesser.

Section 5. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III and shall not apply to part-time personnel.

Section 7. Worker's Compensation: For the employee who is absent from work as a result of a compensable injury:

- A. Up to three (3) days (including the day of the injury if employee leaves work) employees may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.
- B. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.
- C. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical lost time.

ARTICLE IX

PAID LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave with pay at the rate of 15 days per year.

Subd. 2. Unused sick leave days may accumulate to an unlimited level.

Subd. 3. Sick leave with pay shall be allowed whenever absence is found to have been due to the employee's own illness and/or injury which prevented the employee's attendance at work and performance of duties on that day or day or to attend to a dependent child who is ill.

Subd. 4. Sick leave shall be allowed only upon submission of the applicable District form which must be filled out, signed, and submitted to the District Office promptly upon return to work.

Subd. 5. The District may require an employee to furnish a medical certificate from a

qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Section 2. Bereavement Leave:

Subd. 1. An employee shall be granted up to five days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process.

Subd. 2. The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 3. Leave:

Intent: The District shall adhere to the Family Medical Leave Act (FMLA) and the Minnesota State Parent Leave Act (SPLA) for instances of leave including: family/dependent illness, personal illness, child care leave, adoption, pregnancy, military leave, jury duty, and any other leave and provisions covered under FMLA and SPLA. Any paid leave will run concurrent to FMLA or SPLA leave. The District will not restrict the use of accrued sick leave, vacation, and floating holidays while connected to a FMLA or SPLA certification.

Subd. 1. Family/Dependent Leave: Employees that request time off to attend to a family member/life partner or dependent may do so for up to three days (deducted from sick leave). The District may require FMLA certification for leaves over three consecutive days. The employee may exhaust sick leave, floating holidays, and vacation under this section. Unpaid leave may be elected after sick leave is exhausted. Periodic FMLA certification may be requested by the District.

Section 4. Personal Leave: Personal leave to attend to business that must be conducted during the employee's work day will be handled informally on an individual basis when requested. Requests shall be submitted to the Superintendent or designee. Personal leave of one full day or more shall be deducted from the employee's accumulated sick leave.

Section 5. Short Term Leave: Short term leave may be granted by the District without loss of payor benefits to the employee, for civic activities, professional service, education workshops, religious participation, or other activities as approved by the District. Such leave shall require prior approval of the Superintendent.

Section 6. Sabbatical Leave: One year or part of a year of sabbatical leave may be granted at the discretion of the District to Instructional Program Supervisors for the purpose of professional development.

Subd. 1. Not more than one (1) Association member shall be on sabbatical leave at any given time.

Subd. 2. To be eligible for sabbatical leave, an individual must have been a licensed employee seven (7) full years in the District. The proposed program of study or travel must have the approval of the Superintendent.

Subd. 3. The recipient of a sabbatical leave for professional study is expected to carry a

normal course load as determined by the college attended/university except, with the approval of the Superintendent; work on a thesis may be substituted by Ph.D. Ed.D or Specialist candidates.

Subd.4. The reimbursement for sabbatical leave shall be one-half of the employee's salary and fringe benefits for the year of leave. This reimbursement shall be paid on the condition that the employee returns to duty during the year immediately following the year of leave. If the employee does not return to duty the year after the sabbatical leave, the employee shall be personally obligated to refund all compensation received and insurance contributions made by the District during the sabbatical leave.

Subd.5. Applications for such leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after March 1 of the year prior to the year for which the request is made.

Subd. 6. The following conditions shall apply to an employee on sabbatical leave:

- A. Retirement: Deductions from salary shall be made for TRA and social security purposes. The salary on which the TRA deduction is based is at the employee's discretion under the TRA rules. The social security deduction shall be based on actual salary paid.
- B. Salary Schedule Movement: The sabbatical year accounts as a year of service to the District. An employee on sabbatical leave shall be eligible for an experience increment for the year following the leave.
- C. Insurance Coverage: All voluntary insurance programs shall continue to be provided as established by Article VIII.

Subd. 7. Prior to April 1 of the year of an approved sabbatical leave, employees who have been granted a sabbatical leave shall inform the Superintendent in writing of their intentions for the duty year immediately succeeding the year of the sabbatical leave.

Subd. 8. Upon expiration of the sabbatical leave, the employee shall return to the position occupied prior to the leave.

Section 7. Instructional Program Supervisor Absence Due to Assault: An Instructional Program Supervisor's absence due to injury as a result of assault related to the position of employment by a student or non-student shall not be charged against the program supervisor's sick leave days. To be considered an assault for this section there must be an assault with a law enforcement case number assigned.

Section 8. Salary Deductions: Employees absent without paid leave under these provisions during the contract year shall have their salary reduced according to the number of day(s) absent. See Article VI, Section 1.

Section 9. Surrender of Unused Days: An Instructional Program Supervisor hired after January 1, 2021 is not eligible for this section. On an annual basis, each supervisor who has completed at least three (3) years of service to the District may surrender a combination of up to 15 days of unused sick leave and floating holidays. In return for those days, the supervisor will

receive a daily rate of pay, as defined in Article VI, Section 1, times the number of surrendered days as a direct salary payment. The election to surrender accumulated sick leave and/or floating holiday must be made prior to the accrual of the sick leave or floating holiday (July 1st of the year of direct salary payment) and is irrevocable during that period and therefore may not be rescinded or changed.

Section 10. Insurance Application: An employee on unpaid leave under the provisions of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but, unless otherwise provided in this Master Agreement, shall pay the entire premium for such programs s/he wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District Payroll Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment except as required by law or by other provisions of this Agreement. In addition, employees on paid and/or unpaid leave under the provisions of Article IX, Section 1 shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave, but not exceeding twelve (12) weeks accumulative absence per year.

Section 11. Accrued Benefits: An employee on unpaid leave under the provisions of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, If any, which s/he had accrued at the time s/he went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

ARTICLE X UNPAID LEAVES OF ABSENCE

Section 1. General Leave:

Subd. 1. Employees with a minimum of two (2) years of experience in the District may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the discretion of the District.

Subd. 2. Such leave may be granted for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness of the employee, extended illness of employee's family, civic activities, education, public office, or other reasons deemed appropriate by the District.

Section 2. Conditions During an Unpaid Leave of Absence: Employees granted an unpaid leave of absence shall be subject to the following conditions:

Subd. 1. All benefits earned by the employee shall be frozen as of the date of the beginning of a leave of absence. Upon return to duty at the expiration of the leave of absence the employee's frozen benefits shall be reinstated.

Subd. 2. Employees may continue to participate in the group insurance programs established by Article VIII, by assuming the full cost of the monthly premiums.

Subd.3. Employees returning from a leave of absence shall be offered a position similar to that held at the time the leave was granted.

ARTICLE XI

DEFERRED COMPENSATION

Section 1. Eligibility: Employees participating in any Deferred Compensation Plan (meaning district approved 403(b) Plan) and who have completed at least one (1) years of service to the District shall be eligible for a dollar for dollar district matching of up to \$2,000 per year if hired on or before January 1, 2021 and up to \$3,000 per year if hired after January 1, 2021. The employee's contributions shall be by payroll deduction.

ARTICLE XII

RETIREMENT/SEVERANCE PAY

Section 1. Eligibility: Full-time employees who retire under provisions of TRA and have completed at least twelve (12) years of continuous service with the District shall be eligible for severance provisions of this Article upon submission of a written resignation at least ninety one (91) calendar days prior to his/her intended retirement date and accepted by the School Board.

Section 2. Insurance Option: An Instructional Program Supervisor hired after January 1, 2021 is not eligible for this section. An Instructional Program Supervisor who retires pursuant to this Article shall receive a one-time payment to the Instructional Program Supervisor's Health Care Savings Plan (HCSP) of \$30,000 and will be eligible to continue participation in the District group medical/hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such an Instructional Program Supervisor to make arrangements with the District business office to pay the District the monthly premium amounts in advance and on such date as determined by the District. Such participation and corresponding premium is subject to insurance carrier contract currently in effect.

Section 3. Benefit In Case of Death of Employee: If an employee dies during retirement but before all or a portion of the payments as provided in this Article have been disbursed, that balance due shall be paid to a named beneficiary, or, lacking same, to the deceased's estate.

Section 4. Group Life Insurance Option: An Instructional Program Supervisors who retires under the terms of this Article shall be eligible to continue participation in the District group life insurance plan until age 65. The full cost of such coverage is to be paid by the retired individual.

Section 5. Sick Leave Pay-Out: Eligible employees who retire under provisions of Article XII shall be eligible for sick leave reimbursement pay as defined and limited in this subdivision. Sick leave reimbursement pay shall be calculated by multiplying the total accumulated unused sick leave hours times 50% and multiplying that value by the employee's applicable hourly rate. For an Instruction Program Supervisor hired after January 1, 2021, sick leave reimbursement pay shall be calculated by multiplying the total accumulated unused sick leave hours up to 960 hours times 50% and multiplying that value by the employee's applicable hourly rate. The hourly rate will be calculated based on the definition in Article VI, Section 1.

One-half of the amount shall be paid to a district-approved Special Deferral Plan or 403 (b) account designated by the Instructional Program Supervisor, no later than sixty (60) days following retirement. The other one-half of that amount shall be paid to the Instructional

Program Supervisor's Health Care Savings Plan (HCSP) account no later than sixty (60) days following retirement.

Section 6. Career Service Recognition Payment: An Instructional Program Supervisor with twelve (12) years of service in the District, giving one-month notice of severance or retirement, shall receive a \$1,000 Career Service Payment for each year of service in the District up to a maximum individual payment of \$30,000 to the Instructional Program Supervisor's Health Care Saving Plan (HCSP), no later than sixty (60) days following severance.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance means a dispute or disagreement as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative: The employee, group of employees, or the School Board may be represented during any step of the procedure by a person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Reference to days regarding time periods in this procedure shall refer to the days Monday through Friday unless they are designated as holidays per Board resolution.

Subd. 2. In computing any period of time prescribed herein, the date of the act or event for which the designated period of time begins to run shall not be included. The last day of the period shall be counted.

Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail Service within the time period.

Subd. 4. Time limits specified in this Agreement may be extended by written agreement between the parties.

Section 4. Time Limitation and Waiver:

Subd. 1. Failure to file a grievance or failure to appeal a grievance from one level to another within the times specified shall be deemed a waiver thereof.

Subd. 2. Failure of the Board or its representatives to issue a decision within the time periods provided shall constitute a denial of the grievance and the Director may appeal it to the next level.

Section 5. Adjustment of Grievance: In the event that an employee believes there is a basis for a grievance, it shall be resolved in the following manner: The employee shall discuss the alleged grievance with the Supervisor. If this informal discussion does not resolve the grievance, the employee may invoke the formal grievance procedure by filing a written statement to the Superintendent setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The filing of this statement shall be completed within twenty (20) days of the occurrence of the grievance. The Superintendent or designee shall give a

written decision within ten (10) days of his/her receipt of the written grievance.

Section 6. School District Review: The District reserves the right to review any decision issued under this procedure provided the District or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the District reviews a grievance under this Section, the District reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to binding arbitration as defined herein:

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

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, 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 Public Employee Relations Board (hereinafter referred to as PERB) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4 provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the PERB within the time period provided herein shall constitute a waiver of this grievance.

Subd. 4. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in PELRA.

Subd.6. Each party shall bear its own expense in connection with arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the employee filing the grievance. Grievance cases shall be as confidential as possible.

Subd.8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator 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 herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; 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 employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Subd.9. 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 herein, the employee 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 for in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV

POSITION CHANGES

Section 1. Discontinuance of Position: In the event that it is necessary for the District to reduce the number of employees covered by this Agreement, the work force shall be reduced as determined by the Superintendent's Cabinet considering performance, licensure areas, and years of service in a similar position. The School Board may place on unrequested leave of absence such instructional program supervisors, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of three (3) years, after that the right to reinstatement shall terminate; provided the instructional program supervisor's right to reinstatement shall also terminate if the supervisor fails to file with the director of human resources, by April 1st of each year, a written statement requesting reinstatement.

ARTICLE XV

MISCELLANEOUS

Section 1. Expenses: Actual expenses incurred on District business will be reimbursed as approved by the Supervisor, with automobile mileage reimbursed at a rate to be set and reviewed periodically by the School Board.

Section 2. Copies of this Agreement: The District shall prepare and post a copy of this master agreement for download on the District website within thirty days after final School Board approval.

Section 3. Professional Dues: The District will pay state and national dues for employees provided the employee joins the organization during the term of this Agreement.

Section 4. Retroactivity: All provisions of this Contract shall become effective either as stated or at the time it is approved by the School Board. However, salary will be retroactive to July 1, 20~~23~~25.

Section 5. Professional Development:

Subd. 1. Effective July 1, 20~~23~~25 each Instructional Program Supervisor shall be entitled to \$2000.00 during the duration of the contract for purposes of professional development only. Each Instructional Program Supervisor shall prepare a professional development plan outlining the professional development activities in which the Instructional Program Supervisor plans to participate during the year.

The superintendent will review a copy of the plan. The plan must also include provisions for reporting back information to the school building, or other administrators. The plan may be amended during the contract period. Each Instructional Program Supervisor shall be entitled to receive \$40.00 per hour for related meetings, workshops, and conventions plus costs of travel, lodging, and meals.

Section 6. Telephone: Instruction Program Supervisors are required to maintain a cellular telephone for school-related calls and business. The Instruction Program Supervisors shall receive a stipend of \$1,300 per school year toward the Instruction Program Supervisor's cellular telephone and service to be paid on the first pay day of each fiscal year. The reimbursements are subject to all applicable IRS rules and regulations.

ARTICLE XVI PUBLIC OBLIGATION

Section 1. Rights of Student and Residents: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. No-Strike Agreement: The Association agrees, therefore, that during the term of this Contract, neither the Association nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVII

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 execution through June 30, 20~~23~~25 and the thereafter pursuant to PELRA. If the Association desires to modify or amend this Agreement commencing on July 1, 20~~23~~25 it shall make every effort to give written notice of such intent no later than May 1, 20~~25~~27 including complete language and detail of proposed changes. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof 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 thereof.

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

DISTRICT 15 PROGRAM SUPERVISORS-
INSTRUCTIONAL ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 151

Representative

Chairperson

Date

Date

Clerk

Date

SALARY SCHEDULE*			
2023 <u>25</u> -2024 <u>26</u>			
Level of Licensure	State License	State License + Principal or Director License	State License, Director License, AND Principal or Superintendent
Step 1	~~\$98,863~~ <u>104,791</u>	~~\$104,268~~ <u>111,270</u>	~~\$105,378~~ <u>112,454</u>
Step 2	~~\$99,428~~ <u>105,390</u>	~~\$104,865~~ <u>111,906</u>	~~\$105,981~~ <u>113,098</u>
Step 3	~~\$100,242~~ <u>106,253</u>	~~\$105,724~~ <u>112,823</u>	~~\$106,849~~ <u>114,023</u>
Step 4	~~\$100,809~~ <u>106,854</u>	~~\$106,321~~ <u>113,460</u>	~~\$107,452~~ <u>114,667</u>
Step 5	~~\$101,812~~ <u>107,917</u>	~~\$107,379~~ <u>114,589</u>	~~\$108,521~~ <u>115,808</u>
Step 6	~~\$103,382~~ <u>109,581</u>	~~\$109,034~~ <u>116,356</u>	~~\$110,194~~ <u>117,594</u>

SALARY SCHEDULE**			
2024 <u>26</u> -2025 <u>27</u>			
Level of Licensure	State License	State License + Principal or Director License	State License, Director License, AND Principal or Superintendent
Step 1	~~\$102,125~~ <u>107,323</u>	~~\$108,439~~ <u>113,958</u>	~~\$109,593~~ <u>115,171</u>
Step 2	~~\$102,709~~ <u>107,936</u>	~~\$109,059~~ <u>114,610</u>	~~\$110,221~~ <u>115,831</u>
Step 3	~~\$103,550~~ <u>108,820</u>	~~\$109,953~~ <u>115,549</u>	~~\$111,122~~ <u>116,778</u>
Step 4	~~\$104,136~~ <u>109,436</u>	~~\$110,574~~ <u>116,202</u>	~~\$111,750~~ <u>117,438</u>
Step 5	~~\$105,172~~ <u>110,525</u>	~~\$111,674~~ <u>117,358</u>	~~\$112,862~~ <u>118,606</u>
Step 6	~~\$106,793~~ <u>112,228</u>	~~\$113,396~~ <u>119,167</u>	~~\$114,602~~ <u>120,435</u>

*The Elementary and Secondary Supervisor shall be paid an additional \$5,000 per year 2025-26

**Special Education Program Supervisors shall be paid an additional \$2,500 per year 2026-27

MEMORANDUM OF UNDERSTANDING

INSTRUCTIONAL PROGRAM SUPERVISORS Q-COMP

The District will contribute compensation in both years of the contract to Instructional Program Supervisors for the additional responsibilities due to the Q-Comp program at ISD No. 15. These monies will be disbursed for Instructional Program Supervisor's membership on Performance Review Teams (PRT) at the rate of \$160.00 for each team the Instructional Supervisor is a member or at the rate of \$190.00 for each team the Instructional Supervisor is a member with the additional responsibility of performing a minimum of two (2) teacher observations/evaluation for each PRT.

INCREASED WORK LOAD

ISD 15, St. Francis and the Instructional Program Supervisors' Association recognize the increased workload occurring during construction or remodeling of facilities. Instructional Program Supervisors participate in many daily details and decision-making, in addition to the routine responsibilities that are assigned.

In any future building projects, the District and Instructional Program Supervisors' Association agree to enter into conversations regarding the workload, and consider alternatives that may be appropriate.

This statement does not bind the District or the Instructional Program Supervisors' Association to any specific contract modifications, but is designed to encourage open communication regarding workload.

REOPENING FOR AFFORDABLE CARE ACT CLARIFICATION

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affective by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.

REMOTE WORK ON NON-STUDENT CONTACT DAYS

The District intends to continue allowing Instructional Program Supervisors to work remotely on non-student contact days that do not require the in-person presence of the Supervisor.

WORK YEAR/DUTY DAYS

Starting with the 2022-2023 school year, the work year, including paid holidays, for all Instructional Program Supervisor shall be 220 days. In computing the value of a duty day for purposes of this Agreement, the total annual compensation shall be divided by 220 for all employees. This provision will remain in full force and effect until a successor Master Agreement is ratified for the 20~~25~~27-20~~27~~29 period

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 15, St. Francis, Minnesota (“School District”) and the Instructional Program Supervisors (“Association”), as follows:

WHEREAS, the Association, as the Exclusive Representative for instructional program supervisors employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of instructional program supervisors; and

WHEREAS, Article XII, Sections 2, 5 and 6 provide Health Care Savings Plan (HCSP) payments to eligible instructional program supervisors; and

WHEREAS, the parties wish to designate HCSP payments under the above Sections be paid to the HCSP administered by the Minnesota State Retirement System (MSRS).

NOW, THEREFORE, the parties agree as follows:

1. Any HCSP payments made under Article XI, Sections 2, 5 and/or 6 to eligible instructional program supervisors shall be paid to the HCSP administered by the MSRS.
2. This MOU shall not be construed to constitute a precedent or past practice.

This Memo of Understanding shall remain in full force and effect until a successor Master Agreement is ratified for the 20~~25~~27-20~~27~~29 period.

Dated: _____

Independent School District No. 15

By _____

Its _____

Dated: _____

Association

By _____

Its _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 15, St. Francis, Minnesota ("School District") and the Instructional Program Supervisors ("Association"), as follows:

WHEREAS, the Association, as the Exclusive Representative for instructional program supervisors employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of instructional program supervisors; and

WHEREAS, the terms and conditions of employment define the duty year and compensation for instructional program supervisors; and

WHEREAS, the parties wish to explore converting Instructional Program Supervisors as 12-month employees.

NOW, THEREFORE, the parties agree as follows:

1. A committee will be created comprised of three representatives appointed by the Superintendent (or designee) and three representatives appointed by the Instruction Program Supervisors to research converting the group to 12-month employees.
2. This committee will hold a meeting on a date no later than September 18, 2026.
3. This committee shall present a report and/or recommendation to the Superintendent no later than December 18, 2026.
4. This MOU shall not be construed to constitute a precedent or past practice.

This Memo of Understanding shall remain in full force and effect until December 31, 2026.

Dated: _____ Independent School District No. 15

By _____

Its _____

Dated: _____ Association

By _____

Its _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 15, St. Francis, Minnesota (“School District”) and the Instructional Program Supervisors (“Association”), as follows:

WHEREAS, the Association, as the Exclusive Representative for instructional program supervisors employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of instructional program supervisors; and

WHEREAS, the terms and conditions of employment define the duty year and compensation for instructional program supervisors;

NOW, THEREFORE, the parties agree as follows:

1. For 2026-2027, with supervisor approval, an instructional program supervisor may be paid up to an additional 15 days for work beyond compensation for ESY duties.
2. This MOU shall not be construed to constitute a precedent or past practice.

This Memo of Understanding shall remain in full force and effect until June 30, 2027.

Dated: _____ Independent School District No. 15

By _____

Its _____

Dated: _____ Association

By _____

Its _____