

MASTER AGREEMENT

for

MOORHEAD SUPERVISORS ASSOCIATION

and

**BOARD OF EDUCATION
Independent School District #152
Moorhead, MN**



MOORHEAD
AREA PUBLIC SCHOOLS

Accent on Excellence

MOORHEAD SUPERVISORS ASSOCIATION NEGOTIATORS

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SCHOOL BOARD NEGOTIATORS

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July 1, 2020 - June 30, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PREAMBLE	3
II	RECOGNITION	3
III	DEFINITIONS	3
IV	SCOPE	4
V	CONDITIONS OF EMPLOYMENT	4
VI	BASIC SALARY SCHEDULE	4
VII	INSURANCE	5
VIII	LEAVES OF ABSENCE	8
IX	TRAVEL AND MISCELLANEOUS REIMBURSEMENT	16
X	EARLY RETIREMENT/DEFERRED COMPENSATION	16
XI	VACATION TIME	17
XII	HOLIDAYS	17
XIII	WORK ASSIGNMENT	18
XIV	CONFORMITY TO LAW AND SAVINGS CLAUSE	18
XV	MEET AND CONFER	18
XVI	GRIEVANCE PROCEDURE AND ARBITRATION	18
XVII	MISCELLANEOUS	20
XVIII	NEW AGREEMENT	21
	SIGNATURES	22
	2020-2021 SALARY SCHEDULE	23
	2021-2022 SALARY SCHEDULE	23

**ARTICLE I
PREAMBLE**

- Section 1. Statement -
This Agreement is between the Moorhead Supervisors' Association, hereinafter referred to as the "Supervisors", and the School Board, Moorhead, Minnesota, hereinafter referred to as the "Board". This Agreement relates to terms and conditions of employment, including the hours of employment, and the compensation therefore, including fringe benefits.

**ARTICLE II
RECOGNITION**

- Section 1. Statement -
The Board formally recognizes the Supervisors' Association as the sole and exclusive representative for the supervisory positions in the bargaining unit. These positions are: Accountant, Executive Director of Learner Support Services, Community Education Director, Activities Director, Director of Food Services, Director of Property Services/Transportation, Executive Director of Information Systems and Instructional Support, Media and Information Program Manager, Adult Basic Education Coordinator, Director of Early Learning Programs, Director of Alternative Programs, Executive Director of School Improvement and Accountability, Program Manager for Learner Support Services, Operation Coordinator, Literacy and EL Program Manager and others as appropriate.
- Section 2. The Board (and or its representatives, hereinafter referred to as "District") shall confer with the Supervisors' Association regarding proposed changes.

**ARTICLE III
DEFINITIONS**

- Section 1. Statement -
It is agreed that the following terms shall have the assigned meanings for the purpose of this Agreement:
- Section 2. Supervisor -
As per the Unit Clarification Guideline of the Bureau of Mediation Services.
- Section 3. Full-Time Supervisor -
Means a supervisor who is employed for six (6) or more hours per day, five (5) days per week.

**ARTICLE IV
SCOPE**

Section 1. Statement -
The Supervisors' Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours, and other conditions of employment, and shall have the rights granted to it by the applicable laws of the State of Minnesota.

**ARTICLE V
CONDITIONS OF EMPLOYMENT**

Section 1. Statement -
In the event a supervisor voluntarily or involuntarily transfers to a teaching position, the transfer shall be executed in accordance with the minimum standards established by Minnesota Statutes. If the supervisor then wishes to remain in the system, his/her seniority shall be determined by his/her placement on the teachers' tenure roster.

Section 2. Staffing Existing Supervisory Positions –
The Board agrees that before establishing any rates of pay, wages, hours of employment or other conditions of employment for any position, which would be assigned to this bargaining unit, it shall confer with the President (President-Elect in absence of the President) of the Association on such matters. The Superintendent will make final recommendation for Board consideration.

Section 3. Creation of New Supervisory Positions –
The Board reserves to itself the prerogative of creating new supervisory positions, and such prerogative shall include establishing the duties that such new position shall carry. However, the Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the bargaining unit, it shall confer with the Association on such matters as indicated in Section 2 above.

Section 4. Change in Supervisory Duties –
The Board agrees that during the term of this Agreement it will not change the duties of any position within the bargaining unit without conferring with the Association as indicated in Section 2 above.

**ARTICLE VI
BASIC SALARY SCHEDULE**

Section 1. Salaries -

Subd. 1.
The salary schedule for the Supervisors' Association, as noted in Appendix A and B, is a part of this Agreement.

Subd. 2.

A negotiated salary increase may be withheld for cause by the Superintendent after notifying the rights officer of the Association.

Subd. 3

In the event a supervisor is transferred to a higher paying position within the bargaining unit, he/she shall be placed on the salary schedule at the appropriate lane and at the lowest step representing an minimum of a 5% increase in pay plus (1) additional step on the schedule or the based on the supervisor's salary in the lower classification for the next contract year, or at such steps as is mutually agreed by the employee and the District.

Subd.n 4.

In the event a supervisor is transferred to a lower paying position within the bargaining unit, he/she shall be placed on a salary step of the lower paying position at the appropriate lane and at the same position, or at such step as is mutually agreed by the employee and the District

Subd. 5.

Administrative changes to the band/grade of a position within this unit will follow school board policy.

Subd. 6:

A \$1,220 longevity stipend will be paid to those individuals on Step 18 of the Supervisor's Master Agreement in 2021-22 school year. This stipend will be paid in equal installments at the time of the normally scheduled payroll for eligible employees.

This stipend sunsets on June 30, 2022.

ARTICLE VII INSURANCE

Section 1. Full-time members of the association as defined in Article III must choose one of the following with an effective date of July 1 of a given year:

- a. The Board agrees to provide a monthly contribution of \$500 toward health insurance.. Contributions will be made only toward district provided plans.
- b. A supervisor choosing not to participate in district health insurance will be given the option of additional deferred compensation as defined in Article X, Section 6a.
- c. If the supervisor chooses a plan option that offers a qualified savings account (ex. Health Savings Account (HSA) or Voluntary Employees' Beneficiary Association (VEBA)), the District shall put the difference of the district contribution and the premium for the plan into the supervisor's qualified savings account not to exceed applicable IRS guidelines and within district limits.

Section 2. Life -

Subd. 1.

All full-time supervisors, as defined in Article III, shall be provided group life insurance on the first day of the month coincident with or next following the date of employment. The amount of coverage will be a \$100,000 policy, which includes an equal \$100,000 for accidental death and dismemberment as defined in the policy schedule of benefits.

District shall offer an additional \$25,000 coverage with accidental death and dismemberment benefit (AD&D) coverage in increments of \$12,500 at the Supervisor's expense.

Subd. 2. Life and AD&D Reductions

For active employees, benefits reduce 8% per year, beginning at age sixty-five (65), and terminate at age seventy (70) or retirement, whichever occurs first.

Coverage

Age 55 to 60	\$100,000
61	\$80,000
62	\$60,000
63-65	\$40,000

Subd. 3. Early Retirees

The Board agrees to provide group life (reducing term) insurance until age sixty-five (65) for each member. The accidental death and dismemberment shall cease upon retirement.

Subd. 4. Supplemental Life Insurance

Each employee may purchase an additional \$50,000 of life insurance with AD&D at their expense.

Subd. 5. Dependent Life Insurance

The Board will make available Dependent Life Insurance Coverage to be paid by the employee through payroll deduction.

Dependent Coverage

Spouse only:	\$10,000
Spouse	\$7,500
Children	\$2,500
	14 days to 19 years

Section 3. Dental -

The Board agrees to make available family or single dental insurance for each full-time member of the Supervisors' group until retirement. Each Supervisor may elect to purchase either single or family dental coverage. All costs shall be paid through payroll deduction

- Section 4. Cancer Care, Intensive Care Options -
Supervisors who qualify and wish to carry cancer care or intensive care insurance programs may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1 to September 30 of each school year.
- Section 5. Long-Term Disability -
The School District shall provide, at its expense, long-term disability insurance. Long-term disability insurance shall commence on the 61st working day of illness and shall be in effect until age sixty-five (65) and thereafter as required under option B of the Age Discrimination in Employment Act (ADEA). All claims shall be subject to the terms and conditions of the policy.
- Section 6. Workers' Compensation -
In accordance with state law, the School District will provide Workers' Compensation Insurance. Workers' Compensation shall be made available to all supervisors covered by this Agreement. Any employee injured shall file his/her "Incident Report" within twenty-four (24) hours of the occurrence.
- Section 7. Insurance Premiums for Retired Supervisors -
The School District will expend funds to pay premiums on health insurance plans for Supervisors covered by this Agreement retiring after July 1, 2002 with ten (10) or more years of service with the District, and who are a minimum of fifty-five (55) years of age. The coverage will continue for a period not to exceed seven (7) years. The district will contribute \$9,300 annually into a district sponsored Health Care Savings Plan. The supervisor may use the lump sum each year to pay for either a district health insurance plan or a non-district health insurance plan, Premium costs greater than the district's contribution will be borne by the supervisor. The coverage will continue under the district plan, if chosen, until the supervisor discontinues the coverage. Once the supervisor discontinues coverage under the district plan, he or she may not re-enter the plan. Participation in the School District's health and hospitalization plan as described in this paragraph is subject to the approval of the carrier and the terms set forth in the carrier's plan.
- Effective July 1, 2010, this benefit is not available to any supervisor with fewer than (nine) 9 years of experience in the Supervisors group as of July 1, 2010 or to any new member of the group with an effective start date of July 1, 2010 or later.
- Section 8. Continuation of Benefits to Survivors -
The School District shall provide hospitalization and major medical coverage for the surviving dependents of its employees who possess family coverage under the District's hospitalization policy for a minimum period established by law following the covered employee's death. The premium for this coverage is to be paid by the former employee's surviving dependents.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Employees will be entitled to a maximum of seven and one-half (7 and 1/2) days of emergency leave of absence with full pay each school year, in addition to sick leave. This will not be cumulative. Such leaves will be granted for the following: death, emergency or serious illness requiring bedside or household attention by the employee of the employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household. One (1) day per year of the allotted seven and one-half (7 and 1/2) days of emergency leave may be used for the funeral of a friend.

Employees will be granted up to three (3) days of the above mentioned seven and one-half (7 and 1/2) days at one (1) time in the event of death of an employee's grandfather, grandmother, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Section 2. Sick Leave – Supervisors will be credited with twelve (12) days per year. Sick leave may be accumulated from year to year, up to a maximum of sixty (60) days.

Section 3. Child Care/Parenting Leave

Subd. 1.

A child care/parenting leave may be granted by the School District to provide parental care to the employee's child, including birth and adoption.

Subd. 2.

An "employee," for purposes of this Section, means a person who performs services for at least twelve (12) consecutive months preceding the request for a leave under this Section, and for an average of twenty (20) or more hours per week during those twelve (12) months.

Subd. 3.

A "child," for the purpose of this Section, means an individual under eighteen (18) years of age, or an individual under age twenty (20) who is still attending secondary school.

Subd. 4.

An employee making an application for child care/parenting leave shall inform the Human Resources Office in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 5.

The employee and the School District shall discuss the appropriate timing for a child care/parenting leave considering the availability of substitutes, the duration of the leave and other matters as may be pertinent to the leave. Unless there is a conflict caused by the use of sick leave as set forth in Subd. 6 below, the School District may adjust the

proposed beginning or ending date of the child care/parenting leave so that the dates of the leave are coincident with a natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, end of the school year, or the like. In any case, such child care/parenting leave shall be no longer than six (6) weeks.

Subd. 6.

An employee who elects a child care/parenting leave for reasons of pregnancy may, in addition, elect to use sick leave pursuant to the provisions of Section 1 of this Article to cover the period of disability incident to the pregnancy. After the birth of a child, a certificate of disability from the employee's physician is required every two (2) weeks. In the event that child care/parenting leave is elected, the period of child care/parenting leave must immediately follow the use of such sick leave and may not exceed six (6) weeks in duration.

Subd. 7.

In making a determination concerning the commencement and duration of a child care/parenting leave, the District shall not, in any event, be required to:

- a. Grant any leave more than six (6) weeks in duration.
- b. Permit the employee to return to his or her employment prior to the date designated in the request for child care/parenting leave.

Subd. 8.

An employee returning from child care/parenting leave shall be reinstated in the employee's former position, or in a position of comparable duties and pay unless previously terminated.

An employee is not entitled to reinstatement if, during the period of leave, the School District experiences a layoff and the employee taking the leave would have been laid off had the employee not been on such a leave. The employee retains all rights regarding layoff and recall as may otherwise be set forth in this Agreement or statutory provisions.

Subd. 9.

Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension of the leave.

Subd. 10.

The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on child care/parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 11.

An employee who returns from child care/parenting leave within the provisions of this Section shall retain all previous experience credit and any unused credit or leave time during the period of absence for child care/parenting leave.

Subd. 12.

An employee on child care/parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care/parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 13.

Leave under this Section shall be without pay or fringe benefits.

Section 4. Family/Medical Leave

Subd. 1.

An employee, as defined herein, will be granted an unpaid leave of absence for a total period of up to twelve (12) work-weeks during any twelve (12) month period for any of the following:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. To care for the spouse, child, or parent of the employee if such spouse, child, or parent has a serious health condition; and
- d. A serious health condition that makes the employee unable to perform his or her job.

Subd. 2.

An "employee," for purposes of this Section, means any individual employed by the School District for twelve (12) months preceding the request for a leave under this Section, and who has worked for at least 1,250 hours during that twelve (12) month period.

Subd. 3.

A "child," for purposes of this Section, means the employee's son or daughter, which includes biological, adopted, foster, step, legal ward, or a child of a person standing in loco parentis who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

Subd. 4.

"Spouse," for purposes of this Section, means husband or wife, but does not include unmarried domestic partners.

Subd. 5.

A "parent," for purposes of this Section, means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a youth.

Subd. 6.

A "serious health condition," for purposes of this Section, means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with inpatient care, or continuing treatment by a health care provider. A "health care provider" is defined as a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery by the State of Minnesota.

Subd. 7.

In the event a leave is requested under this Section, an employee must provide the employer written notice at least thirty (30) days in advance of when the leave is to begin. This written notice must be submitted to the Executive Director of Human Resources if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of the employee's family member. If thirty (30) days notice is not practicable, because of a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, taking into account all of the facts and circumstances for the individual case, and ordinarily would mean at least verbal notification to the Assistant Superintendent of Human Resources within one (1) or two (2) business days prior to when the need for leave becomes known to the employee.

Subd. 8.

In the event that the foreseeable leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform his or her job, the employee must make a reasonable effort to schedule treatment, including taking leave intermittently or on a reduced hours basis, as to not unduly disrupt the operations of the School District, subject to the approval of the employee's or family member's health care provider.

Subd. 9.

In the event that the leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform his/her job, the School District may require the employee to provide timely certification from the employee's health care provider, or a family member's health care provider, addressing:

- a. The approximate date on which the serious health condition commenced;
- b. The probable duration of the serious health condition including the probable duration of the patient's present incapacity;
- c. The appropriate medical facts, within the knowledge of the health care provider, regarding the serious health condition;

- d. In the event that the leave is in connection with the care for the spouse, child or parent of the employee, a statement that the employee is needed to care for the spouse, child or parent, and an estimate of the amount of time the employee is needed to care for the spouse, child or parent;
- e. In the event the leave is in connection with a serious health condition that makes the employee unable to perform his/her job, a statement that the employee is unable to perform the functions of his/her job; and
- f. In the case or certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given, and the duration of such treatment.

Subd. 10.

In the event that the School District doubts the certification provided pursuant to Subd. 9 of this Section, the School District may, in its discretion, require, at its own expense, that the employee obtain the opinion of a second health care provider (other than a School District employee) designated by the School District. If the second opinion provided for herein differs from the certification provided pursuant to Subd. 9 of this Section, the School District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved by both the School District and the employee, which opinion shall be final and binding on both the School District and the employee.

Subd. 11.

The School District may require, or the employee may elect, the substitution of employee's accrued paid vacation leave, personal leave or emergency leave for any part of the twelve (12) week period of such leave.

The School District may require, or the employee may elect, substitution of paid medical or sick leave to care for the child under the age of eighteen (18) of the employee who has a serious health condition or in the event of a serious health condition of the employee himself/herself which makes the employee unable to perform his/her job. Sick leave will be granted for immediate family only as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of the absence.

In addition, any leave provided pursuant to this Section shall not be in addition to any other child care/parenting leave.

Subd. 12.

In the event that the leave is in connection with a serious health condition that makes the employee unable to perform his/her job, the School District may require the employee to provide certification from the employee's health care provider that the employee is able to resume work.

Subd. 13.

During the period of a leave as provided for herein, the employee shall retain all seniority, salary and fringe benefits which had been accrued prior to the taking of such a leave.

Subd. 14.

The School District shall maintain coverage for the employee under any group health insurance plan for the duration of any leave provided for herein at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall pay that portion of the premium as otherwise set forth in this Agreement. The School District may recover any premium that the School District paid for maintaining such coverage for the employee pursuant to this Subdivision if the employee fails to return to work after the leave has expired for reasons other than the continuance, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

Subd. 15.

Upon return from a leave as provided for herein, the employee shall be restored to the position held by the employee when said leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The School District is not required to reinstate the employee if it can show that the employee would have been subject to layoff at the time reinstatement is requested.

Subd. 16.

In the event that both a husband and wife are employed by the School District, the aggregate number of work weeks of leave for the birth or adoption of a child, or to care for a sick child or parent, to which both may be entitled shall be limited to twelve (12) work weeks during any twelve (12) month period.

Subd. 17.

Except as provided in Subd. 11 of this Section, Family/Medical Leave is without pay.

Subd. 18.

An employee who attempts to use leave provided in this Section, and also Child Care/Parenting Leave, shall have the amount of Child Care/Parenting leave count against the leave provided in this Section.

Section 5. Sabbatical Leave

Subd. 1. Purpose –

The purpose is to study, travel, research or engage in other teaching or employment activities involving probable advantage to the School District.

Subd. 2. Provisions for Leave -

An employee may apply for a leave after five (5) years of continuous employment in the Moorhead District. A request must be submitted 120 calendar days prior to the proposed leave. No more than one (1) member may be granted a sabbatical leave. A sabbatical leave form should be completed and sent to the Human Resources Office.

Upon receipt of the recommendation of the Superintendent, the School Board shall grant or deny the leave request.

Subd. 3. Compensation -

Two-thirds (2/3) of an employee's regular salary shall be granted if leave is approved for one (1) year, compensation would be prorated for a sabbatical leave of less than a year.

Subd. 4. Obligation of Future Services -

The individual will make a commitment to remain employed by the District for three (3) years or return monies to the District on a pro-rata basis (e.g. not returning, total amount; one (1) year, 2/3's; two (2) years, 1/3 and after three (3) years, no monetary commitment to the District.) To be eligible for an additional sabbatical leave, a member must serve another five (5) year period of time.

Section 6. Professional, Patriotic or Civic Leave -

Each supervisor covered by this agreement may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative.

Section 7. Other Leave -

The School Board may allow leaves of absence for reasons other than those listed in this Section for a maximum of one year. If the leave is for six (6) months or less, the employee shall return to the same position. If the leave is for more than six (6) months, but less than one year, the employee shall return to a comparable position. Deduct days may be granted according to the staffing needs of the District. The maximum length of leave under this provision is one (1) year.

Section 8. Personal Leave -

The School District will grant one (1) personal leave day per year to be taken at the discretion of the employee. Requests for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency. Employees shall have the ability to accumulate up to three (3) personal leave days. In cases of conflict, the most senior employee's request shall prevail.

Section 9. Unrequested Leave of Absence and Seniority

Subd. 1. Application -

This Section shall only apply to supervisors who are in a position which is required to be licensed by the Minnesota Department of Children, Families, and Learning.

Subd. 2. Unrequested Leave of Absence -

The provisions of Minn. Stat. 122A, Subd. 11 shall be modified as follows:

- a. Realignment - Nothing in this Section, for purposes of placement on unrequested leave of absence or recall there from, shall require the School District to reassign/realign a more senior supervisor to a position other than

the position occupied by the more senior supervisor to accommodate the seniority claims of a less senior supervisor.

- b. Reinstatement - Any supervisor placed on unrequested leave of absence shall, for a period of eighteen (18) months after the effective date of his/her placement on unrequested leave of absence, be entitled to reinstatement only to the supervisor's former position.
- c. Bumping Rights - A supervisor's bumping rights are limited to only non-supervisory teaching positions for which the supervisor is licensed and qualified and which are held by probationary teachers.

Subd. 3. Seniority –

Supervisor's seniority shall be determined based on the following:

- a. Seniority Date - Each supervisor shall have his/her seniority based on employment in the School District, excluding internships, from the first day of service in the School District. Employment, for purpose of this Subdivision, shall include all continuous employment for Independent School District No. 152 in the capacity of a licensed teacher, licensed supervisor, licensed principal or licensed administrator.
- b. Leaves of Absence - Time spent on approved leaves of absence from which the employee returns, upon the completion thereof, to service in the School District shall be counted in determining seniority.
- c. Subsequent Reinstatement - The original seniority date shall be retained by a supervisor whose employment with the School District has been legally terminated by resignation or placement on unrequested leave of absence, but whose employment was subsequently reinstated by the School District without actual interruption of regular service.

Section 10. Layoff and Seniority

Subd. 1. Application –

This Section shall only apply to supervisors who are in a position, which is not required to be licensed by the Minnesota Department of Education.

Subd. 2. Layoff –

The School District retains the sole and exclusive discretion to discontinue a supervisor's position and lay-off the supervisor.

Subd. 3. Reinstatement –

Any supervisor placed on layoff as provided herein, shall, for a period of eighteen (18) months after the effective date of his/her placement on layoff, be entitled to reinstatement only to the supervisor's former position.

Subd. 4. Seniority –

Supervisor's Seniority shall be determined based on the following:

- a. Seniority Date - Each supervisor shall have his/her seniority date based on employment in the School District, excluding internships, from the first day of service in the School District. Employment, for purposes of this Subdivision, shall include all continuous employment for Independent School District No. 152 in the capacity of a teacher, supervisor, principal or administrator.
- b. Leaves of Absence - Time spent on approved leaves of absence from which the employee returns, upon the completion thereof, to serve in the School District shall be counted in determining seniority.
- c. Subsequent Reinstatement - The original seniority date shall be retained by a supervisor whose employment with the School District has been legally terminated by resignation or placement on unrequested leave of absence, but whose employment was subsequently reinstated by the School District without actual interruption of regular service.

ARTICLE IX

TRAVEL AND MISCELLANEOUS REIMBURSEMENT

Section 1. Out-of-District Travel -

Reimbursement shall be made by the District for authorized travel by supervisors at the rate established by the IRS.

Section 2. In-District Travel -

The Supervisors who are eligible for in-district travel shall be paid a flat fee for in-district travel expense and other school expenses.

Section 3. Convention Reimbursement –

Each supervisor shall be entitled to attend a state conference every year and a national conference every other year subject to approval by the Superintendent or designee. Supervisors will be reimbursed for all pre-approved eligible expenses.

ARTICLE X

EARLY RETIREMENT/DEFERRED COMPENSATION

Section 1. Deferred Compensation –

Each full time member of the Association, as defined by Article III will be entitled to a matching contribution of the School District of up to 3% of their salary, , as defined by the Minnesota Deferred Compensation Plan or I.R.S. 403 (b) T.S.A. (Minn. Stat, 356.24 (a) subd. 1).

Section 2. Eligible members of the Supervisors Association choosing not to participate in district health insurance benefits will be entitled to an additional matching contribution of the School District of up to \$1500.

**ARTICLE XI
VACATION TIME**

Section 1. Number of Days -
All full-time supervisors shall be eligible for twenty-five (25) days of vacation annually upon employment.

Supervisors must take vacation no later than twelve (12) months after the year in which it is granted.

Vacation will be provided on a pro-rata basis for those full-time employees working less than twelve (12) months in a year. Part-time employees will receive vacation on a pro-rata basis as agreed upon when hired.

**ARTICLE XII
HOLIDAYS**

Section 1. All employees within the Supervisors' Association shall have the following paid holidays:

- | | |
|---------------------|---------------------------|
| 1. New Years Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day After Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. New Year's Eve Day |
| | 11. President's Day* |
- *When teachers and students are not in the building

Presidents Day will an observed holiday as long as students and teachers are not required to be in the building. In the event that students and teachers are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

Section 2. Part-time employees shall have the above paid holidays, which fall within their scheduled work year. These employees must be scheduled to work the day before and the day after the holiday to receive the holiday pay.

Section 3. Changing Holiday Dates –
The School District reserves the right, if school is in session, to change any of the above holiday dates and establish another holiday in lieu thereof. Holidays that fall on weekends will be observed on a day established by the School District.

**ARTICLE XIII
WORK ASSIGNMENT**

Section 1. Work Assignment -
Each Supervisor will accept the assignment and responsibilities for their individual workload; each Supervisor is responsible for completing the job requirements.

**ARTICLE XIV
CONFORMITY TO LAW AND SAVINGS CLAUSE**

Section 1. Statement -
If it is determined any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The Board (or its designated representatives) and the Supervisors' Association shall meet to negotiate an amended clause to replace any invalid provision. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

**ARTICLE XV
MEET AND CONFER**

Section 1. Statement -
In accordance with the Public Employees Labor Relations Act of 1971 as amended, the Supervisors' Association, or designated representatives of the Board, shall designate a representative to meet and confer with the Board at the request of either party.

**ARTICLE XVI
GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1. Purpose -
The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

Section 2. Grievance Defined -
A "grievance" is an action instituted under this Article by the "aggrieved" (association or employee) in belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the Board, or its employees, agents or contractors.

Section 3. Position Levels of Authority -

The aggrieved employee should initiate a grievance in accordance with the levels of authority set forth by the Board. The following is a sequential list of position levels of authority established for the purpose of initiating a grievance. The basic (initial) level appears last and highest authority is listed first:

Board of Education
Superintendent
Executive Director of Human Resources and Operations

Section 4. Representation Rights -

The aggrieved employee reserves the right to be represented by a representative of his choice, including an Association representative, at all steps of this procedure. However, the employee must be present at all meetings or hearings, and except that the Association shall be his/her designated representative in arbitration. The aggrieved employee shall notify the Association who will designate a representative to be present and express his/her views at all steps of the grievance procedure.

Section 5. Time Limits -

Time limits shall be determined by initiation of steps and responses through certified mail and the "acknowledged receipt" shall be the date used for calculation.

The term "days", when used in this grievance procedure, shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required by this procedure.

The aggrieved employee shall present his/her grievance in writing within twenty (20) days of the time the aggrieved employee knew, or should have known, of the act, event, or default by the parties listed in the "defined grievance" of this procedure.

Section 6. Procedure

Step 1.

The grievance should be prepared, dated and signed by the aggrieved, and sent by certified mail or hand delivered to the person holding the position of next highest authority and shall include the complete nature and date of the violation and cite the particular provision(s) of the Master Agreement claimed to be violated.

Step 2.

The person holding the next higher level of authority will have eight (8) days to respond in writing to the aggrieved. If the aggrieved is not satisfied with the response, the Supervisor must request in writing to his/her next superior that his/her grievance should be filed with the person holding the next higher level of authority. No more than eight (8) days may expire before the grievance is so filed together with copies of all correspondence relating to Step 1 and Step 2.

Step 3. Upon acknowledged receipt of copies of all correspondence and the original grievance by the Superintendent, the Superintendent will then have ten (10) days to set forth and hold a hearing and notify the aggrieved Supervisor, the Association and other interested parties so that they may attend. Following the hearing, the Superintendent will then have ten (10) days to register his/her written response to the aggrieved.

Step 4.

If the grievance is not resolved in Step 3, the Superintendent must refer the grievance to the Board who will meet with the aggrieved at a regular or special meeting, but in no case shall this period of time extend beyond thirty (30) days following the date of the Superintendent's written response to the aggrieved. An unlimited number of meetings may be held on the grievance, but when either party requests a formal answer, it shall be given in writing within ten (10) days of a request made at a regular or special meeting.

Step 5.

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the aggrieved may appeal to mediation by filing notice of this intention with the Superintendent within eight (8) days of the School Board decision.

Step 6.

If mediation fails to resolve the grievance, or if the aggrieved does not desire mediation of the grievance, the grievance may be appealed to arbitration, before an impartial arbitrator, by the aggrieved through filing with the Superintendent notice of this intention within eight (8) days of the School Board's decision or of the final unsuccessful mediation meeting. Minnesota statutes pertaining to mediation and arbitration will establish the procedure in these matters, except the arbitrator shall be selected from a list of five (5) furnished by the Bureau of Mediation. Unless both parties can agree upon an arbitrator, she/he shall be selected by striking four (4) names alternately with the first strike to be determined by the flip of a coin. Failure of persons meeting time schedules listed above shall be considered a denial and permit the aggrieved to proceed to the next step. If both parties agree in writing that the time may be extended, this Section is waived to the extent provided by the agreement.

Section 7. Expenses –

All matters required by law, or mutually agreed upon, which incur expense shall be borne equally by the Board and the Association. Expenses for all other matters shall be borne by the party making the request.

ARTICLE XVII MISCELLANEOUS

Section 1. Publication of Agreement -

Copies of this Agreement shall be published at the expense of the School Board within thirty (30) days after the Agreement is signed and a copy will be presented to all members of the Association now employed, hereafter employed, or considered for

employment by the Board. Further, the Board shall furnish six (6) copies of the Agreement to the Association for its use.

**ARTICLE XVIII
NEW AGREEMENT**

- Section 1. Contract in Effect –
During the period after Agreement expiration, and for additional time if the parties agree, the terms of the existing Agreement shall continue in effect and shall be enforceable on both parties.
- Section 2. Effective Date –
This Agreement shall be effective from July 1, 2020 – June 30, 2022.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Dated at Moorhead, Minnesota, this _____ day of June 2020.

INDEPENDENT SCHOOL DISTRICT #152

MOORHEAD SUPERVISORS' ASSOCIATION

By: _____
Chairperson of the School Board

By: _____
President

By: _____
Clerk of the School Board

By: _____
Negotiations Chairperson

By: _____
Chief Negotiator

2020-2021 Salary Schedule

STEP	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
0-2	71,255	73,030	74,963	77,975	82,415	86,313	89,971	93,772	98,052	102,332
3	72,364	74,205	76,221	79,320	83,906	88,022	91,802	95,833	100,116	104,399
4	73,489	75,374	77,478	80,662	85,395	89,729	93,635	97,785	102,179	106,573
5	74,586	76,544	78,736	82,008	86,887	91,437	95,465	99,738	104,242	108,746
6	75,696	77,713	79,989	83,350	88,375	93,147	97,308	101,691	106,305	110,919
7	76,863	78,967	81,159	84,696	89,866	94,796	99,067	103,646	108,369	113,092
8	77,975	80,136	82,415	86,039	91,358	96,504	100,897	105,597	110,433	115,269
9	79,086	81,305	83,672	87,383	92,848	98,211	102,729	107,550	112,495	117,440
10	80,195	82,474	84,929	88,726	94,337	99,922	104,559	109,504	114,559	119,614
11	81,305	83,644	86,186	90,072	95,828	101,632	106,391	111,457	116,622	121,787
12	82,415	84,812	87,441	91,414	97,316	103,338	108,222	113,409	118,687	123,965
13	83,526	85,981	88,698	92,761	98,809	105,047	110,053	115,362	120,751	126,140
14	84,636	87,150	89,956	94,102	100,298	106,758	111,884	117,315	122,812	128,309
15	87,136	89,650	92,456	96,602	101,790	108,464	113,715	119,267	124,876	130,485
16	89,636	92,150	94,956	99,102	104,290	110,964	116,215	121,767	127,376	132,985
17	92,136	94,650	97,456	101,602	106,790	113,464	118,715	124,267	129,876	135,485
18	94,636	97,150	99,956	104,102	109,290	115,964	121,215	126,767	132,376	137,985

2021-2022 Salary Schedule

STEP	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
0-2	73,275	75,050	76,983	79,995	84,435	88,333	91,991	95,792	100,072	104,352
3	74,384	76,225	78,241	81,340	85,926	90,042	93,822	97,853	102,136	106,419
4	75,509	77,394	79,498	82,682	87,415	91,749	95,655	99,805	104,199	108,593
5	76,606	78,564	80,756	84,028	88,907	93,457	97,485	101,758	106,262	110,766
6	77,716	79,733	82,009	85,370	90,395	95,167	99,328	103,711	108,325	112,939
7	78,883	80,987	83,179	86,716	91,886	96,816	101,087	105,666	110,389	115,112
8	79,995	82,156	84,435	88,059	93,378	98,524	102,917	107,617	112,453	117,289
9	81,106	83,325	85,692	89,403	94,868	100,231	104,749	109,570	114,515	119,460
10	82,215	84,494	86,949	90,746	96,357	101,942	106,579	111,524	116,579	121,634
11	83,325	85,664	88,206	92,092	97,848	103,652	108,411	113,477	118,642	123,807
12	84,435	86,832	89,461	93,434	99,336	105,358	110,242	115,429	120,707	125,985
13	85,546	88,001	90,718	94,781	100,829	107,067	112,073	117,382	122,771	128,160
14	86,656	89,170	91,976	96,122	102,318	108,778	113,904	119,335	124,832	130,329
15	89,156	91,670	94,476	98,622	103,810	110,484	115,735	121,287	126,896	132,505
16	91,656	94,170	96,976	101,122	106,310	112,984	118,235	123,787	129,396	135,005
17	94,156	96,670	99,476	103,622	108,810	115,484	120,735	126,287	131,896	137,505
18	96,656	99,170	101,976	106,122	111,310	117,984	123,235	128,787	134,396	140,005