

**AGREEMENT**

between

**INDEPENDENT SCHOOL DISTRICT NO. 831  
Forest Lake, Minnesota**

and

**THE ASSOCIATION OF  
SCHOOL DISTRICT ADMINISTRATORS**

Effective July 1, 2023 through June 30, 2025

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AGREEMENT

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 831, (hereinafter referred to as the School Board or School District) and the Association of School District Administrators, (hereinafter referred to as the exclusive representative or association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for directors employed by the Forest Lake School District during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Association of School District Administrators as the exclusive representative of directors employed by the School Board of Independent School District No. 831, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. The terms in both cases are subject to the provisions of P.E.L.R.A., as amended, regarding the rights and obligations of public employers and the scope of negotiations.

Section 2. Appropriate Unit: Appropriate unit shall mean all persons in the unit certified by the Director of Mediation Services, case no. 93-PCE-821, and employed by the School District as a Director (Director of Business Services, Director of Administration and Human Resources, Director of Teaching and Learning, Director of Special Education, and Director of Community Education) who are employed for more than fourteen (14) hours per week and for more than 67 days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a director, and excluding all other employees.

Section 3. Director or Employee: The terms "director" or "employee" shall mean each person in the appropriate unit employed by the School Board in any of the following positions: Director of Business Services; Director of Administration and Human Resources; Director of Teaching and Learning; Director of Special Education; and Director of Community Education.

Section 4. School Board: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. In the construction of the words used in this Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

## ARTICLE IV

### SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that pursuant to P.E.L.R.A., as amended, the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

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

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District. The School District has the right and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary. No provisions of this Agreement may be in violation of or conflict with state or federal laws, rules and regulations, directives, findings, determination or order of governmental agencies including but not limited to, the Minnesota and the United States Department of Education. Any specific provisions of this Agreement along with any other relevant collateral provisions, clauses, subdivisions, sections or articles in violation of any law, rule, regulations, directive, finding, determination or order will automatically become inoperative and unenforceable in any forum, including the grievance procedure in this Agreement. The School District has the obligation and inherent authority to comply with any such law, rule, regulation, directive, finding, determination or order.

ARTICLE V

DIRECTOR AND ASSOCIATION RIGHTS

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

Section 2. Right to Join: Directors 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: Directors shall have the right to request and be allowed dues check off for the association. Upon receipt by October 1 of the properly executed individual authorization of the director involved, the School District will deduct from the director's paycheck the dues that the director has agreed to pay to the association during the period provided in said authorization. The School District shall forward the total of such deductions after each pay period to the Association within five (5) days.

Section 4. District Mail: The Association may use the district mail service for communications to directors in quantities that do not interfere with regular School District mail service.

Section 5. Association Representative: Representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided this activity shall not interfere with or interrupt school operations.

Section 6. Information: The parties agree that the Association shall have access, upon reasonable notice, to appropriate and available information necessary for the association to exercise its responsibilities as exclusive representative.

Section 7. School Buildings and Facilities: The Association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School District to assess reasonable charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 8. Other Rights: Nothing contained herein shall be construed to deny or restrict to any director rights he/she may have under the Minnesota School Laws or other applicable laws and regulations.

ARTICLE VI

DUTY YEAR

Section 1. Duty Days: The School District shall establish the calendar and directors' duty days for each school year, and the directors shall perform services on such days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Section 2. Duty Year: The directors' duty year will run from July 1 through June 30 of each fiscal year, a twelve (12) month period, and shall include twenty-five (25) days' vacation for each Director.

Section 3. Holidays:

(2023-2024)

Subd. 1. Directors will have the following thirteen (13) paid holidays each year:

1. New Year's Day
2. Day during the holiday season as scheduled by the Superintendent
3. Good Friday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Day during the holiday season as scheduled by the Superintendent
12. Floating holiday
13. Floating holiday

(2024-2025)

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3. Juneteenth
- 4.. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Day
9. Day during the holiday season as scheduled by the Superintendent
10. Floating holiday
11. Floating holiday
12. Floating holiday
13. Floating holiday

Subd. 2. Rescheduling: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 3. Weekends: In the event that any of the above holidays fall on the weekend, another day in lieu thereof shall be granted as a paid holiday, as scheduled by the Superintendent.

Section 4. Vacation Days: Vacation days shall be scheduled subject to the approval of the Superintendent. A director shall be permitted to carry over a maximum of forty (40) days from one contract year to another. A director who is carrying over the maximum number of days from one year to another may be compensated for up to six (6) additional days that would otherwise be lost at the individual director's daily rate of pay as calculated according to Section 5, below.

Section 5. Vacation Compensation:

Subd. 1. A director terminating his/her employment shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. The daily rate for said vacation days shall be determined by dividing the director's annual salary by 223.

Subd. 2. In the event of the death of a director during the duty year, that director's beneficiary shall receive payment for vacation earned for that year and that carried over from the previous year, but not taken or otherwise compensated for. If no beneficiary designation is in effect at the time of death, the payment shall be made to the estate of the deceased. The daily rate for said vacation days shall be determined by dividing the director's annual salary by 223.

## ARTICLE VII

### BASIC COMPENSATION

Section 1. Compensation Rates: Directors shall be compensated for the 2021-2022 and 2022-2023 contract years pursuant to Appendix A attached hereto. All directors shall use direct deposit.

Section 2. Daily Computation: Except as otherwise defined in this Agreement, in the event it is necessary to calculate a daily compensation, such daily compensation rate shall be obtained by dividing the annual salary by 260.

Section 3. Application: The salary stipulated in Appendix A hereof is based on the assumption that the employee is employed for the full duty year and regular duty day and continues to

occupy a position similar and comparable to the position occupied as of the date of execution of this Agreement.

## ARTICLE VIII

### GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the association to meet and confer on such matter. The School District agrees, however, not to reduce the level of benefits of existing coverage except by mutual agreement of the parties.

#### Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single and Dependent Coverage: The School District will contribute the full premium for single and dependent medical-hospitalization insurance for all full-time directors employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Directors who began service as a Director prior to January 1, 2024 who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account, rather than access health care reimbursement benefits under Section 4 of this Article. For directors who begin service as a director on or after July 1, 2020, the cumulative total that may be accrued at any one time in the Health Reimbursement Account (HRA) will be five times the annual family premium. If an employee transfers into a Director position from a different District position and the employee was previously eligible for unlimited contribution of this benefit, the employee's eligibility for this benefit will not be reduced because of the transfer into a Director position. Directors who begin service after January 1, 2024 are not eligible for this benefit, unless previously employed by the District in a position where s/he was eligible for this benefit.

Section 3. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Section 4. Health Care Reimbursement Plan: The School District shall sponsor a Health Care Reimbursement Plan which will either make direct payment or provide reimbursement for hospital-medical and dental insurance and other eligible health care expenses as defined under the provisions of the School District's Health Care Reimbursement Plan.

Subd. 1. All other terms and conditions of the Plan, including but not limited to maximum reimbursements and other administrative procedures shall be set forth under the provisions of the plan document.

Subd. 2. Each eligible employee's Health Care Reimbursement Plan Account shall be credited with \$1,020.00 per contract year in equal installments beginning with the first pay date, until modified by a subsequent agreement. Effective January 1, 2014, this contribution shall be

made, for all employees who participate in the District's group Health and Hospitalization insurance plan, into the vested portion of the employee's HRA funds integrated with that Plan. For any employee not participating in the District's group Health and Hospitalization Plan, this contribution will be made into the employee's account within the district's Limited Scope HRA Plan, available for reimbursement of vision and dental care expenses consistent with the terms of the Plan Document as approved by the ISD 831 School Board on November 7, 2013, and as amended thereafter.

Subd. 3. Eligibility shall be governed by Section 9 of Article VIII, Group Insurance.

Section 5. Retirement Health Care Savings Account (RHCSA): Retirement Health Care Savings Account (RHCSA): The School District shall sponsor a RHCSA whereby the District will contribute \$1,000/year into each employee's RHCSA.

Section 6. Income Protection Insurance: The School District shall deduct from the director's paycheck the premium for the current long-term disability plan in effect in the school district for which the director is qualified. This deduction shall be made in after-tax dollars. All directors shall participate in the district long-term disability policy coverage. The current plan for each director shall equal 2/3 of director's regular salary.

Section 7. Life Insurance: The School District will provide each full-time director with a \$250,000 (double indemnity and dismemberment) term life insurance policy. The premium for this insurance shall be paid in full by the School District.

Section 8. Dental Insurance:

Subd. 1. Single and Dependent Coverage. The School District shall pay the full premium for single and dependent dental insurance for all full-time directors employed by the School District who qualify for and are enrolled in the plan.

Subd. 2. Directors who began service as a Director prior to January 1, 2024 who elect only single coverage may transfer the difference in cost between single coverage and dependent coverage to their health care reimbursement account. Directors who begin service after January 1, 2024 are not eligible for this benefit, unless previously employed by the District in a position where s/he was eligible for this benefit.

Section 9. Claims Against the School District: The parties agree that insurance benefits described in this Article and the eligibility of any employee for such benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by Independent

School District No. 831. Upon termination of employment all School District participation and contribution shall cease, except as otherwise provided in this Agreement.

Section 11. Continued Coverage: A director and dependents shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

- a. The director retires prior to age 65, but is not eligible for the early retirement/resignation/severance provisions of Article X, but is at least 55 years of age.
- b. The director is on unrequested leave of absence.

It is the responsibility of the director to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The director's and dependent's right to continue participation in such group insurance, however, shall discontinue in accordance with law.

Section 12. Survivor Benefits: In the event that a director dies while in the employ of the School District, the deceased director's dependent spouse and children shall be eligible for continued district paid group health and dental insurance benefits for a period of one year following the death of the director. The amount of School District contribution for these benefits will be that amount prescribed in this article of this Agreement at the time of the death of the director, including any accrued benefits in the Health Care Reimbursement Plan.

## ARTICLE IX

### LEAVES OF ABSENCE

#### Section 1. Sick Leave:

Subd. 1. All full-time directors shall earn sick leave at the rate of eighteen (18) days for each year of service in the employ of the School District:

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 329 days of sick leave per director.

Subd. 3. Sick leave pay shall be allowed by the School District whenever a director's absence is due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. In the event of concern regarding abuse of sick leave, the School District may require that director 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.

Subd. 5. In the event that a medical certificate will be required, the director will be so advised at the time the illness is reported.

Subd. 6. Absence on sick leave will be charged first to the annual allowance of the director and thereafter to accumulated leave.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form.

Subd. 8. Sick leave, may also be used for serious illness involving the director's spouse, child, or parent. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent.

Subd. 9. Each employee will be notified on or before the end of the second pay period in September as to their accumulated number of sick leave days.

Subd. 10. A director may utilize available sick leave, subject to the provisions of this section and Section 4 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a director shall notify the Superintendent in writing no later than the end of the sixth month of pregnancy indicating intention to utilize sick leave, shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

Subd. 11. At the time a director becomes eligible to receive long-term disability compensation as provided in this Agreement, such director may continue to use accrued sick leave on a prorated basis.

Subd. 12. When a director is injured on the job in the service of the School District and collecting worker's compensation insurance as well as drawing leave pay and receiving full salary from the School District, the salary shall be reduced by an amount equal to the long-term disability insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave, holidays, and/or vacation days.

Subd. 13. A director in the School District shall be permitted to utilize the annual sick leave accrual, in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized prior to the earning thereof, such days will be deducted from future accumulations. In the event that a director who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advance beyond his/her earned accrual. Sick leave days shall not accumulate during a period of time when a director is on unpaid leave or long-term disability.

Subd. 14. The School District may, in its discretion, grant sick leave beyond the director's accrual in special circumstances.

Section 2. General Leaves:

Subd. 1. A director may be granted a leave/s with pay at the discretion of the Superintendent for situations that arise requiring the director's personal attention. Days granted will not be deducted from sick leave.

Subd. 2. Deaths, funerals, court appearances, estate settlements, and educational experiences are examples of situations where this leave may be granted in the discretion of the Superintendent.

Section 3. Military Leave: Military leave shall be granted to a director pursuant to M.S. Chapter 192 and other applicable law. Pursuant to Minn. Stat. 471.975:

Subd. 1. Subject to the limits of Subdivision 2, the District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the director's basic active duty military salary and the salary the director would be paid as an active District employee, including any adjustments the director would have received if not on leave of absence. The pay differential will be based upon a comparison between the director's daily rate of active duty pay, calculated by dividing the director's military monthly salary by the number of paid days in the month, and the director's daily rate of pay for the director's District salary, calculated by dividing the director's total District salary by the number of contract days. The director's salary as a District employee includes the director's basic salary and any additional salary the director earns from the District for noncurricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the director misses because of military active duty. This payment will be made only to a director whose basic active duty military salary is less than the salary the director would be paid as an active District employee. Payments may be made at the intervals at which the director received pay as a District employee. Payment under this section will not extend beyond four years from the date the director reported for active service, plus any additional time the director may be legally required to serve.

Subd. 2. The District will continue the director's enrollment in health and dental coverage, and the employer contribution toward that coverage, until the director is covered by health and dental coverage provided by the armed forces. If the director had elected dependent coverage for health or dental coverage as of the time that the director reported for active service, the District will offer the director the option to continue the dependent coverage at the director's own expense. The District will permit the director to continue participating in any pretax account in which the director participated when the director reported for active service, to the extent of employee pay available for that purpose.

Subd. 3. An eligible member of the reserve components of the armed forces of the United States is a reservist or National Guard member who was an employee of the District at the time the member reported for active service on or after May 29, 2003, or who is on active service on May 29, 2003.

Subd. 4. For purposes of this section, "active service" has the meaning given in Minnesota Statutes section 190.05, subdivision 5, but excludes service performed exclusively for purposes of:

- (1) basic combat training, advanced individual training, annual training, and periodic inactive duty training;
- (2) special training periodically made available to reserve members; and
- (3) service performed in accordance with section 190.08, subdivision 3.

Section 4. Child Care Leave:

Subd. 1. Child care leave is available consistent with State and Federal statutes and laws.

Subd. 2. Paid leave up to ten (10) days per adoption may be granted to an adoptive parent. Such days must be used within twenty (20) days of the date of adoption and shall be deducted from the director's sick leave balance. Additional paid leave of up to two (2) days per adoption shall be granted to an adoptive parent for required court appearances prior to the adoption. Such leave shall be deducted from the director's sick leave balance. A director who must travel out of the United States to complete an adoption will be granted five (5) additional days with pay.

Section 5. Medical Leave:

Subd. 1. A director who is unable to perform because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subd. 3. An employee who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section may be terminated by the School District pursuant to M.S. §122A.40. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated pursuant to M.S. §122A.40.

Section 6. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to directors in the School District for the purpose of professional improvement, subject to the provisions of this section and pursuant to M.S. §122A.49.

Subd. 2. To be eligible for sabbatical leave, an individual must have been continuously employed at least seven (7) years in the School District.

Subd. 3. Application for sabbatical leave shall be submitted in writing to the Superintendent of Schools no later than February 1 of the previous year. The application for sabbatical leave shall contain a detailed description of intended activities and expected benefit to the School District. The proposed program must be approved in advance by the Superintendent of Schools and the School Board. Any other procedure of applying for sabbatical leave and for determining the distribution of such leave shall be established by the Superintendent. Applications shall receive written notification on or before May 1 following application for sabbatical leave.

Subd. 4. The granting of such leave shall be at the discretion of the School Board. The decision of the School Board to grant or deny a sabbatical leave shall not be subject to the arbitration clause of the grievance procedure.

Subd. 5. The allowance granted to a director on sabbatical leave shall be one-half (1/2) of the basic contract salary of the individual for the school year in which the application for sabbatical leave is made.

Subd. 6. A director receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two (2) years of service after completion of the sabbatical leave. A director who has received a sabbatical leave and fails to complete two (2) years of service with the School District, for any reasons other than individual's incapacity to perform duties, shall refund those monies received from the School District for sabbatical leave and said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

Subd. 7. Upon satisfactory completion of a sabbatical leave, the individual shall be assigned to a position commensurate to that occupied prior to the leave or such other position as agreed by the director and the School District.

Subd. 8. A director on sabbatical leave shall retain such amount of emergency leave days and other accrued benefits, if any for use upon return pursuant to this Agreement. No additional leave shall accrue for the period of time that a director is on sabbatical leave.

Subd. 9. A director is eligible to continue his/her group insurance benefits, if permitted by the terms of his/her policy, including School District contribution pursuant to Article VIII of this Agreement.

Subd. 10. If the number of requests for sabbatical leave exceed the number to be granted by the School District, School District shall meet and confer with the association to determine which individuals will be selected for sabbatical leave. In meeting and conferring, consideration will be given to the overall needs of the educational program, length of service of the director and contributions to the school system.

Subd. 11. A director returning from sabbatical leave shall be compensated in the year of return as if he/she had been on duty in such year.

Subd. 12. Prior to the commencement of a sabbatical leave the Superintendent and the director shall meet and mutually agree upon a plan for a full-time program during the sabbatical leave and a method of reporting on the progress of sabbatical activity pursuant to Subd. 3 of this section. Submission of the agreed upon progress report indicating adherence to the full-time program during the duration of the sabbatical leave shall be a condition of payment pursuant to Subd. 5 of this section.

Section 7. Unpaid Leaves: A director may request an unpaid leave of absence under School Board Policy Number 415.

Section 8. Insurance Application: A director on unpaid leave pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue in accordance with law.

Section 9. Accrued Benefits: A director on unpaid leave pursuant to this Article shall retain such amount of experience credit for pay purposes, and other accrued benefits, if any, 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.

Section 10. Jury Duty Leave: A director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a director serves on jury duty pursuant to this section, the School District will compensate the director for the difference between his/her regular salary and the amount received as jury duty pay.

Section 11. Eligibility: Leave benefits as outlined in this Article shall apply only to directors who are employed full time, except that directors employed more than one-half (1/2) time but less than full time shall be eligible for such benefits on a prorata basis. However, a director employed less than full time, but for a sufficient period of time to be a member of this appropriate unit, and also employed in

another licensed position in the School District, shall be eligible for his/her total employment time in both positions. Directors employed less than one-half (1/2) time shall not be eligible for benefits as outlined in this Article. For purposes of this Article, a full-time director shall mean services for the full fiscal year and full work day as defined in Article VI hereof, and the term half-time shall mean a director employed for the full work year as defined in Article VI, but half of the regular duty day.

Section 12. Seniority: For purposes of seniority standing, a director on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

## ARTICLE X

### SEVERANCE

Section 1. Eligibility: Subject to M.S. §465.72, full-time directors who have completed at least five (5) years of continuous service with the School District and who are at least fifty-five (55) years of age, shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation at least four (4) months prior to the effective retirement date, unless otherwise agreed to by the Superintendent. For purposes of this section, professional service shall mean Minnesota allowable service as defined in Minnesota Statutes Chapter 354.05, Subd. 13 (TRA) or 354A.011, Subd. 4. Severance pay shall not be granted to any director who is discharged for cause by the School District.

#### Section 2. Number of Days:

Subd. 1. An eligible director, upon early retirement or resignation shall receive as severance pay an amount representing one hundred and five (105) days' pay.

Subd. 2. In addition to the severance pay provided in Subd. 1., an eligible director shall receive, as severance pay upon his/her retirement, the amount obtained by multiplying the director's daily rate of pay by one-half (1/2) times his/her number of unused sick leave days, but in any event not to exceed one hundred (100) days' pay.

Section 3. Daily Rate of Pay: In applying these provisions, a director's daily rate of pay shall be the highest daily rate of pay over the five-year period immediately preceding the date of retirement, obtained by dividing the director's annual salary by 223.

#### Section 4. Schedule:

Pro Rata Schedule: A director shall be eligible for severance pay, as defined and limited in Section 2 hereof, according to the following schedule for each year of service in the employ of the School District. A year of service is defined as having been employed for at least 87 duty days within the course of a year.

| <u>Years of Service</u> | <u>Percent</u> |
|-------------------------|----------------|
| After 5 years           | 50%            |
| After 6 years           | 60%            |
| After 7 years           | 70%            |
| After 8 years           | 80%            |
| After 9 years           | 90%            |
| After 10 years          | 100%           |

Section 5. Payment: Payment will be paid in two (2) equal annual installments, the first one-half (1/2) shall be paid upon separation from the School District pursuant to the article, and the second one-half (1/2) shall be paid January 1 of the following calendar year.

Section 6. Severance Pay Death Benefit:

Subd. 1. In the event of the death of a retired director who at the time of death was receiving early retirement benefits under this Agreement, any remaining benefits shall be payable to his/her designated beneficiary and if no beneficiary designation is in effect at his/her death, then to the estate of the deceased administrator.

Subd. 2. In the event of the death of a director, who, at the time of death met the eligibility requirements in Article X, Section 1 for early retirement/resignation/severance but had not submitted a resignation, an amount equal to the maximum benefits available under Article X shall be paid to that director's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said director's estate.

Section 7. Medical/Dental/Life Insurance: The School District agrees to contribute the premium as per the terms of this Agreement for medical-hospitalization, dental, and life insurance for any director who elects early retirement/resignation/severance under this Agreement. Such District contribution shall be continued up to a maximum total of ten years. The School District may utilize a Retiree Health Reimbursement Arrangement of the District's choosing to facilitate this provision.

Section 8. Reimbursement: To be eligible for the benefits of this Article, a director must cooperate with the District in the execution and submission of any forms which may be necessary for the School District to obtain any reimbursements available from the State. Any reimbursements obtained shall be the property of the School District to offset the cost of this Article. In the event State reimbursement exceeds the School District contribution, the retiree will receive the difference.

ARTICLE XI  
MATCHING 403(B) PLAN

Section 1. Eligibility. Full-time directors who are employed by the School District and are participating in the School District's 403(b) Plan will be eligible to receive a matching annual contribution by the School District effective July 1, 2000 pursuant to M.S. 356.24 according to the provisions contained in the Article and the School District 403(b) Plan documents. The School District will match the amount of the director's annual contribution up to a maximum annual contribution of \$5,000. Effective July 1, 2024, the School District will match the amount of the director's annual contribution up to a maximum annual contribution of \$6,000.

Section 2. Deduction from Severance: The School District's total matching contribution to an individual director's 403(b) Plan will be deducted from any severance the individual director is eligible for, pursuant to Article X. The director will receive any remaining severance amount.

ARTICLE XII

UNUSED SICK LEAVE ACCOUNT

Section 1. Eligibility: Any director who is at least fifty-five (55) years old and has completed at least fifteen (15) years or more of actual service with the School District shall be eligible for unused sick leave pay pursuant to the provisions of this Article upon submission of written resignation accepted by the School Board. Director eligibility shall not be granted if discharged for cause under M.S. §122A.40.

Section 2. Accumulation: Directors may accumulate unused sick leave days into their individual leave accounts during their years of administrative service within the School District as per Article IX of the Master Agreement.

Subd. 1. The number of sick leave days accumulated will be reduced by any number of sick leave days used under Article IX - Leaves of Absence and Article X - Early Retirement/Resignation/Severance, Section 2, subd. 2.

Subd. 2. The number of eligible unused sick leave days will be computed as of June 30 in the school year during which retirement is requested.

Subd. 3. At separation of service, any eligible accumulated sick leave will be placed into the director's unused sick leave account.

Subd. 4. When a director accumulates two hundred (200) days of sick leave, any additional days will be credited to the director's unused sick leave account. Once a sick leave day has been credited to the unused sick leave account, it cannot be used as sick leave.

Section 3. Payment: The rate of pay for eligible sick leave days in the unused sick leave account shall be as follows:

(Eligible Unused Sick Leave Days) X (½ the director's daily rate of pay)

With the above dollars, the School District will pay premiums to the insurance company of the employee's group coverage, or other unreimbursed medical expenses, until the individual's unused sick leave account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted. The School District may utilize a Retiree Health Reimbursement Arrangement of the District's choosing to facilitate this account.

Section 4. Survivor Benefits:

Subd. 1. In the event of the death of a retired director who at the time of death was receiving early retirement benefits under this Agreement, any remaining benefits shall be payable to his/her designated beneficiary and if no beneficiary designation is in effect at his/her death, then to the estate of the deceased administrator.

Subd. 2. In the event of the death of a director, who, at the time of death, met the eligibility requirements in Article X, Section 1 for early retirement/resignation/severance but had not submitted a resignation; an amount equal to the maximum benefits available under Article XII shall be paid to that director's designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said director's estate.

## ARTICLE XIII

### UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

Section 1. For any member of this bargaining unit who is working in a position for which licensure is required and is, thus, covered by Minnesota continuing contract law (Minn. Stat. §122A.40), in the event of a position elimination, such a member would continue to hold placement rights in the District as permitted by the person's licensure, by continuing contract law and by collective bargaining agreements in place in certified bargaining units.

Section 2. Reassignment: If a Director position is eliminated, the Superintendent maintains first discretion to exercise right of assignment to reassign any Director(s) who hold the necessary license for any remaining positions, or to place the Director in another administrative (Director, Principal, or other administrative position) vacancy in the district for which the Director holds the required license. However, the Director's right for any other administrative position is limited to the right to apply, and placement is at the discretion of the Superintendent. If the Director agrees to placement in a different administrative position, the Director's right to be recalled into the Directors' bargaining unit will end after one year in the other administrative position, notwithstanding the Recall provision herein.

In the event of a reduction in Director positions, a member of this bargaining unit may elect assignment to an available position in the teachers' bargaining for which they are licensed if justified by their District seniority in lieu of Unrequested Leave of Absence.

Section 3. For all members of this bargaining unit, discipline or discharge beyond the probation period for reasons unrelated to position elimination shall be subject to the standards of just cause.

Section 4. Recall from ULA

Subd. 1. A director placed on unrequested leave of absence shall be entitled to be recalled if a position becomes available within the 5 years of being placed on ULA. The specific placement would be determined by the superintendent. A director is also entitled to Recall for available positions in the teacher bargaining unit for which the director on ULA holds a license. A director on unrequested leave of absence shall be eligible for Recall in the directors', principals' and teachers' bargaining units.

Subd. 2. Notice of Recall: When placed on ULA, a director must file his/her address, email address, and telephone number to which any notice of reinstatement or availability of position shall be directed, with the School District Human Resources office. Notification of a position in this bargaining unit that becomes available to a director on ULA shall be made by phone, email and mail. The order of reinstatement shall be in inverse order in which directors were placed on ULA.

Subd. 3. Acceptance or Decline of Recall: A director who is recalled shall have fourteen (14) calendar days from the date such notice is emailed to the director to accept the reemployment. Failure to accept, in writing, within such fourteen (14)-day period shall constitute a waiver on the part of the director to any further rights of employment or reinstatement, and that director shall forfeit any future reinstatement or employment rights. However, if a director on ULA declines a recall because the recall would be effective during the course of a school year and the director is employed in a different school district and cannot secure a release from contract within fourteen (14) calendar days, the director will not lose the right of recall due to declining that recall.

Section 5: Reservation of Rights: Nothing in this Article is intended to limit or infringe upon any rights of either the School District or any director unless stated in this Article.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

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

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely and effective if it is personally delivered or mailed with the United States Postal Service within the time period.

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

Section 5. Decision: If the grievance is not resolved through informal discussion, the Superintendent shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Section 6. School Board Review: The School Board shall review any decision issued pursuant to Section 5 hereof at the request of grievant or at its own instance, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision by the Superintendent has been rendered. In the event the School Board reserves the right to affirm, reserve, or modify such decision and at the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision within twenty (20) days of its notice to review a decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: 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 in Section 5, or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the prior 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 Bureau of Mediation Services to appoint an arbitrator, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person 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 denovo.

Subd. 5. Decision: 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 by the P.E.L.R.A.

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

parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitration 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, and organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of a public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Appendix B). Such form shall be readily accessible in all school buildings.

Section 10. 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 his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE XV

### MISCELLANEOUS

Section 1. Travel Allowance: A director shall be eligible for the normal mileage reimbursement in accordance with School Board Policy Number 302 for travel outside of the School District. Any reimbursement made for in-district travel expenses must be pre-approved by the Superintendent.

Section 2. Professional Dues: The School District shall pay each director's professional dues.

Section 3. Conferences and Workshops:

Subd. 1. The School District shall provide paid time off and funds for directors to attend two (2) state conferences sponsored by their Association each year and one (1) national conference sponsored by their Association each year. Conferences shall be approved by the Superintendent or his or her designee. An out-of-state workshop may be substituted for a national conference subject to the prior approval of the Superintendent or designee.

Subd. 2. In addition to the above meetings, directors may attend other state conferences and workshops in the areas of their job assignments subject to the prior approval of the Superintendent or designee.

Subd. 3. Expenses will be covered under School Board Policy 302. However, if the actual costs exceed the per diem limitations the Superintendent will authorize the expenses over and above the policy limits.

Section 4. Miscellaneous Business Expenses: The School District shall provide each director a miscellaneous business expense allowance in the amount of \$190.00 per month for miscellaneous business expenses within the School District. The monthly allowance will increase 3% per year, effective July 1, 2008.

Section 5. Probationary Period: When a member of another Forest Lake School District bargaining unit accepts a position as director in the Forest Lake Association of School District Administrators' bargaining unit, the director shall be subject to a one-year probationary period. If the director does not successfully complete the one-year probationary period, he/she shall be allowed to return to a similar and/or equal position in the former bargaining unit.

Section 6. Moving Expenses: The School District agrees to reimburse a director for moving expenses not to exceed \$4,000.00 who meets the following criteria:

Subd. 1. The director must be moving to District 831 from another school district.

Subd. 2. The director must be purchasing a home in which to live located in District #831.

Subd. 3. The director must remain in the employ of District #831 a minimum of two (2) years following the reimbursement date or repay the district 50% of the amount received.

Subd. 4. The director must obtain at least two (2) quotes from movers and accept the lowest quote to be eligible for reimbursement.

## ARTICLE XVI

### DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend

this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than March 1, 2025.

Section 2. Effect: The Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the directors 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.

Section 3. Negotiations During Term: The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for directors. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the employer and the association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any or all of the provisions of this Agreement may be open for negotiation and modification at any time by mutual consent. This section shall not restrain either party from full enforcement of rights under Minnesota Statutes 179A.13.

Section 4. Severability: No provision in this Agreement shall be in conflict with state and federal laws or rules promulgated under law, or resolutions, provided that the rules and resolutions are consistent with this chapter.

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

For  
The Association of School District Administrators  
6100 N. 210<sup>th</sup> Street  
Forest Lake, MN 55025

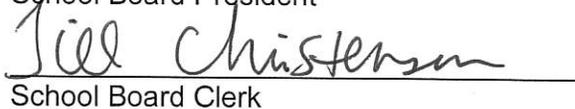
Independent School District No. 831  
6100 N. 210<sup>th</sup> Street  
Forest Lake, MN 55025

 11/19/24



School Board President

 11/19/24

  
School Board Clerk

Dated: 11-19-24

Dated: 11-19-24

INDEPENDENT SCHOOL DISTRICT NO. 831  
Forest Lake, Minnesota 55025

APPENDIX A

|                    | FY 24   | FY 25   |
|--------------------|---------|---------|
| District Directors | 155,698 | 161,147 |

Appendix B

GRIEVANCE REPORT FORM

Forest Lake Public Schools

Name \_\_\_\_\_

Building \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_  
Signature of Grievant

Copies to: Superintendent  
Director  
Association

MEMORANDUM OF UNDERSTANDING  
Between Forest Lake Area School District #831  
and The Association of School District Administrators

The School District shall contribute an amount equal to the value of the employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the school district for severance pay.

The School District's annual contribution into the retiree's special retirement pay plan account must not exceed the IRS contribution limit. If the amount calculated exceeds the available limits in the year of separation, the school district will contribute up to the IRS maximum into the retiree's special retirement pay plan account in the following year(s).

The School District contribution (into the retiree's special retirement pay plan account) will be made according to the same timeline as was provided for the direct payment of severance pay.

This Memorandum may be modified on an annual basis by mutual agreement of the parties.

IN WITNESS WHEREOF, THE PARTIES AGREE TO THE STATEMENT FOUND IN THIS Memorandum of Understanding:

\_\_\_\_\_  
District Administrator

\_\_\_\_\_  
School Board President

Dated this \_\_\_\_ day of November, 2024

Dated this \_\_\_\_ day of November, 2024