

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

EDEN PRAIRIE, MINNESOTA

AND

THE EDEN PRAIRIE
PRESCHOOL EDUCATION ASSOCIATION

Effective July 1, 2020 through June 30, 2022

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**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the school board of Independent School District 272, Eden Prairie, Minnesota, (hereinafter referred to as the schoolboard or school district) and the Eden Prairie Preschool Education Association (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 P.E.L.R.A.) to provide the terms and conditions of employment for employees in the Appropriate Unit, as defined in this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Exclusive Representative: In accordance with P.E.L.R.A., the school board recognizes the Eden Prairie Preschool Education Association as the exclusive representative of preschool teachers and school readiness teachers employed by the school district in the Appropriate Unit (as specified in the Bureau of Mediation Services Unit Determination, BMS Case No. 18PCE0968, dated June 5, 2018) and defined in Article II, Section 2 of this Agreement. The Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Appropriate Unit shall consist of employees employed in preschool teacher and school readiness positions whose employment exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week, and who are employed more than sixty-seven (67) working days in any calendar year, but excluding managerial, supervisory, and confidential employees, and any other employees excluded by P.E.L.R.A.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment mean the hours of employment, the compensation therefor, including fringe benefits, except 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 the school district. The terms in both cases are subject to the provisions of Section 179A.07, Subd. 1 regarding the managerial rights of public employers and the scope of negotiations.

Section 2. School Board or School District: For purposes of this Agreement, the terms "school district," "school board" and "employer" shall mean the school board or its designated representative.

Section 3. Full-Time Employee: The term "full-time employee" shall include any employee regularly employed at least twenty-four (24) hours per week for at least 175 days per year.

Section 4. Spouse: For purposes of this Agreement, the term "spouse", as defined by the Marriage Equality Act (MN Stat. 517.01) refers to same-sex and opposite sex spouse.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV MANAGEMENT PEROGATIVES

Section 1. Inherent Managerial Rights: The Association recognizes that the school board 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. All management rights and management functions not expressly delegated in this Agreement are reserved to the school board.

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 obligation 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, and the Association also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders so long as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The school board, Association and all employees covered by this Agreement are subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions shall be void and without force and effect; however, all other provisions of the Agreement shall continue in full force and effect. Voided provisions may be renegotiated at the written request of either party.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views: Pursuant to Minn. Stat. §179A.06, Subd. 1 (as amended), nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association, nor shall it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee

organizations and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to M.S. 179A.01 to M.S. 179A.25 of P.E.L.R.A. Upon receipt of a properly executed member application authorizing dues deductions, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization. The Association shall notify the school district in writing by October 5 of such deduction which shall be 1/18th of total dues taken from regular salary checks beginning October 15 and ending June 30. Upon submission of dues authorization, deductions for teachers employed after commencement of the school year shall be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and be completed by June 30.

The deductions pursuant to this Section must cease upon notification by the Association. Also, the Association assumes full responsibility for the validity and legality of deductions under this Section and shall defend, indemnify and hold the School District harmless against any and all claims, suits, orders, judgements, damages or other forms of liability brought or issued against the School District, its employees or Board members as a result of the deductions or other actions taken pursuant to this Section. The Association's defense and indemnification obligation shall apply regardless of the status of the collective bargaining agreement.

Section 4. Association Representatives: Authorized representatives of the Association shall be permitted to transact Association business on and with school property at all reasonable times provided that such activities shall not interfere with normal school operations.

Section 5. 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 custodial 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 6. Association Communications: The Association shall have the right to communicate notices of activities and matters of concern in each school building as designated by the school district.

Section 7. Information: The Association shall have access, upon reasonable notice, to appropriate and available information necessary for the Association to exercise its responsibilities as exclusive representative. This shall include names, addresses, telephone numbers, email addresses, district employee number, date of hire, FTE status, worksite location, and assignment of all employees in the Appropriate Unit. The availability of such information released shall not be inconsistent with the rights of others as provided by law.

Section 8. Personnel Files:

Subd. 1. The District shall allow employees in the Appropriate Unit access to their

personnel files as provided by law.

Subd. 2. Personnel files relating to each individual employee shall be available during the regular school business hours to each individual employee upon his/her request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

Subd. 3. Material used by the employer in a disciplinary action must be placed in an employee's file within sixty (60) days of the disciplinary action, which caused or initiated the generation of the material. Additional material resulting from an investigation of the event giving rise to the initiation of material placed in an employee's personnel file may be included in the employee's personnel file only if said material is placed in the employee's personnel file within sixty (60) days of the day that employer became aware of the additional material.

ARTICLE VI LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:

Subd. 1. Employee Duty Days: The school board shall, prior to April 1 of each school year, establish the school calendar for the coming year, and the employee shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The length of the school year shall consist of 185 duty days for employees, including: student days, orientation and workshop days and in-service training days as determined by the school board.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the school district reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the school board or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the school district further reserves the right to modify the length of the school day, as the school district shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

ARTICLE VII THE PROFESSIONAL TEACHING DAY

Section 1. Preschool Teacher Workload, Assignments and Preparation Time:

Subd. 1. Preschool teaching and supervisory assignments shall be made by the building administrator.

Subd. 2. Preparation time: Preschool teachers shall receive a minimum of 5 minutes preparation time for 25 minutes of student contact time.

ARTICLE VIII PAY AND COMPENSATION

Section 1. Compensation:

Subd. 1. The hourly rate of positions covered by this agreement shall be based upon the individual's responsibility level as shown in Schedules A and B.

Subd. 2. Experience credit shall be granted by the Employer for appropriate outside experience at the time of employment. Preschool teacher experience and education credits are detailed in Sections 2 and 3.

Subd. 3. Employees shall advance on the salary schedule one step for each school year. An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 4. Other Preschool Teacher Compensation: In addition to pay and compensation, employees shall be paid for faculty meetings, IEP meetings, and workshops/special events outside of the regular workday.

Section 2. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a preschool teacher on the appropriate salary schedule:

Subd. 1. Application: Credits to be considered for application on any lane of the salary schedule must be (1) graduate credits with any exceptions delineated in district regulation 402.3R (as amended) and (2) germane to the preschool teacher's assignment or a course required by the district because of district need or approved as germane because of district direction or initiatives. The lists of items delineated in number 2 are defined in district policy and regulation 402.3R. All special education coursework taken from an accredited college or university will be defined as germane.

Subd. 2. Undergraduate Credits: Undergraduate credits may be approved as an exception to Subd.1 at the discretion of the superintendent. However, not more than six (6) undergraduate credits will be considered toward each block of fifteen (15) quarter hours required for a lane change.

Subd. 3. Grade and Credits: To apply on the salary schedule, credits must carry a grade equivalent of C or higher and must be earned subsequent to the obtaining of the degree.

For credits earned on a Pass or Fail basis, credits must carry a grade of Pass and must be earned subsequent to the obtaining of the degree. In order for consideration for

advancement on the salary schedule, coursework must be taken by the preschool teacher at an accredited college or university.

Subd. 4. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or superintendent's designee, in writing, prior to the taking of the course. A preschool teacher taking a course without receiving prior approval does so at his/her own risk. A form requesting a lane change must be completed not less than fifteen (15) days prior to the effective date, as provided in Subd. 5 hereof.

Subd. 5. Effective Date: Individual contracts will be modified to reflect qualified lane changes three (3) times a year. The first adjustment will be effective at the beginning of each school year, provided that the preschool teacher submits satisfactory evidence of course completion no later than October 1 of that school year. The second adjustment will be effective February 1 of each school year, provided that the preschool teacher submits satisfactory evidence of course completion by February 1. The third adjustment will be effective April 1 of each school year, provided that the preschool teacher submits satisfactory evidence of course completion by April 1. If a transcript is not available by October 1, February 1, or April 1, other satisfactory evidence such as grade slip or signed statement by the preschool teacher of the course completion will be accepted, pending receipt of the transcript. However, for salary adjustment to be effective, the official transcript must be received by May 31 of the school year in which the lane change was requested.

Subd. 6. Advanced Degree Lane: An employee shall be paid on the Master's degree or higher degree lane only if the degree program is germane to the preschool teacher's assignment.

Section 3. Experience Credit:

Subd. 1. Experienced preschool teachers new to the Eden Prairie system shall receive credit for up to five (5) years for past teaching experience on a year-to-year basis and appropriate lane placement. Such experience must have been gained within the last seven (7) years. Additional experience may be granted upon the discretion of the superintendent of schools, or superintendent's designee, for past teaching experience.

Subd. 2. A preschool teacher new to the Eden Prairie system who has had prior experience in other fields of endeavor shall receive credit for up to five (5) years and appropriate lane placement. Such experience must have been gained within the last seven (7) years. Additional experience may be granted upon the discretion of the superintendent of schools, or superintendent's designee, for past experience related to the teaching position

Subd. 3. Experience Outside Eden Prairie: Outside experience will only be counted for years of actual teaching or related service. For purposes of the salary schedule, a year of experience shall mean completion of at least 950 hours in a school year.

Section 4. Payroll Deductions: All deductions for partial absences will be made on the basis of an eight (8) hour day and a forty (40) hour week. The daily rate, for purposes of calculating deductions, will be 1/185 (fraction) of the annual basic salary of the employee.

Section 5. Pay Periods:

Subd. 1. Preschool teachers shall have the option to be paid in twenty-four (24) or twenty (20) equal semi-monthly installments. Paydays shall be the 15th and the last day of each month or the last weekday preceding these days if the 15th or the last day should be a school holiday. A preschool teacher must notify the school district in writing of the choice no later than August 1 and such choice shall be effective for the entire school year and thereafter unless the change is made in writing prior to August 1.

Subd. 2. Preschool teachers who select the 24 semi-monthly installments shall have the option of receiving their remaining salary in a lump sum payment on June 15. Preschool teachers electing this option shall notify the school district in writing no later than May 1 of the year in which the lump sum payment is to be made.

Subd. 3. A preschool teacher whose employment terminates for any reason shall have the option to receive their remaining salary in a lump sum payment to be paid 15 days after termination. A teacher who resigns effective at the end of the school year shall have the option to receive their remaining salary in a lump sum payment on June 30.

**ARTICLE IX
EXTRA COMPENSATION AND HOURLY PERSONNEL**

Section 1. Regular Teacher-Substitute: In those cases where regular substitutes are not available and preschool teachers serve as substitutes during their preparation time along with their regular duties, said preschool teachers shall have the option to be paid according to the schedule below for the 2020-21 and 2021-22 school years.

2020-22 Hourly Pro-Rata Rate of Pay

Such assignments will be made by the supervisor and will be distributed as equitably as practicable among the teachers.

Section 2. Training, Summer, Non-School Days: Preschool teachers employed by the Eden Prairie School District shall be compensated as follows:

Subd. 1. Training, Summer, Non-School Days:

2020-22 \$22.00 per hour

Training during the regular workday does not qualify for additional compensation. Preschool teachers receiving college or university credit will not be compensated. The

district may choose to grant preschool teachers a choice of credit or compensation, but not both.

Subd. 2. Leadership as Trainer / Facilitator:

2020-22 Hourly Pro-Rata Rate of Pay

Section 3. Extended Contracts:

Subd. 1. A preschool teacher who works in his/her usual assignment for an extended period of time beyond the 185-duty day work year shall be paid at his/her regular daily rate of pay prorated over the extended period by dividing the regular annual salary by 185. The daily salary shall then be multiplied by the number of days worked beyond the 185 days. Pro rata adjustment will be made if the preschool teacher is so employed for less than a full day.

Subd. 2. Extended work that is in the form of teaching activities that are more closely associated with, but not limited to, summer school, curriculum development or planning, shall be compensated as provided for in Section 2 or Section 3 hereof.

Section 4. PLC Leads: PLC Leads shall be reimbursed as provided in the following schedule:

2020-22 \$1,000 Stipend Annually

**ARTICLE X
GROUP INSURANCE**

Section 1. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage – Not High Deductible with HRA (VEBA): The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in any of the school district's group health and hospitalization plans (with the exception of the high deductible plan). The sum provided by the school district shall be as follows:

July 1, 2020 to June 30, 2021:	\$ 674.00 per month
July 1, 2021 to June 30, 2022:	\$ 687.00 per month

If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee and paid by payroll deduction. If the cost of the premium is less than the employee contribution, the district will not refund the difference between the premium and the district's negotiated contribution.

Subd. 2. Single Coverage – High Deductible with HRA (VEBA): The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in the school

district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2020 to June 30, 2021:

Premium contribution:	\$ 624.00 per month
HRA (VEBA) contribution:	\$ 50.00 per month
Total district contribution:	\$ 674.00 per month

July 1, 2021 to June 30, 2022:

Premium contribution:	\$ 637.00 per month
HRA (VEBA) contribution:	\$ 50.00 per month
Total district contribution:	\$ 687.00 per month

If the 2020-21 premium is greater than \$624.00 per month, the district contribution to the premium will be increased (up to \$674.00 per month) to match the actual cost per month, and the HRA (VEBA) contribution will decrease so that the total of both contributions equals, but does not exceed, \$674.00 per month. Conversely, if the 2020-21 premium is less than \$624.00 per month, the district contribution to the premium will be reduced to match the actual cost per month, and the HRA (VEBA) contribution will increase so that the total of both contributions equal \$674.00 per month. If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee and paid by payroll deduction. If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee and paid by payroll deduction.

If the 2021-22 premium is greater than \$637.00 per month, the district contribution to the premium will be increased (up to \$687.00 per month) to match the actual cost per month, and the HRA (VEBA) contribution will decrease so that the total of both contributions equals, but does not exceed, \$687.00 per month. Conversely, if the 2021-22 premium is less than \$637.00 per month, the district contribution to the premium will be reduced to match the actual cost per month, and the HRA (VEBA) contribution will increase so that the total of both contributions equal \$687.00 per month. If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee and paid by payroll deduction.

Subd. 3. Family Coverage – Not High Deductible with HRA (VEBA): The school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in any of the school district's group health and hospitalization plans for family coverage (with the exception of the high deductible plan). The sum shall be as follows:

July 1, 2020 to June 30, 2021:	\$ 926.00 per month
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July 1, 2021 to June 30, 2022: \$ 945.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 4. Family Coverage – High Deductible with HRA (VEBA): The school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in the school district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

<u>July 1, 2020 to June 30, 2021</u>	
Premium contribution:	\$ 876.00 per month
HRA (VEBA) contribution:	\$ 50.00 per month
Total district contribution:	\$ 926.00 per month

<u>July 1, 2021 to June 30, 2022:</u>	
Premium contribution:	\$ 895.00 per month
HRA (VEBA) contribution:	\$ 50.00 per month
Total district contribution:	\$ 945.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 5. If a preschool teacher and his/her spouse are both employed in the Eden Prairie schools, both are eligible for health insurance, and one spouse enrolls in family coverage (including the high deductible with HRA), they will receive a monthly contribution for family coverage 25% greater than the negotiated contribution to be applied to the family premium. To qualify for this incentive, neither employee may enroll in the single health insurance option.

Section 2. Dental Insurance: The school district shall make dental insurance available to eligible employees. The school district shall contribute toward the cost of a composite dental insurance program as provided in the schedule within this subdivision (a composite program is defined as the identical premium for both single and family coverage). The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. The employer's contribution towards eligible employees' dental insurance program shall be as follows:

July 1, 2020 to June 30, 2022: \$ 76.65 per month

Section 3. Life Insurance:

Subd. 1. Basic Employee Life Insurance: The school district shall pay the premium cost for term life insurance with double indemnity for accidental death in an amount equal to twice the employee's base salary rounded to the nearest thousand dollars.

Subd. 2. Optional Life Insurance: So long as permitted by the school district's group insurance carrier, full-time employees may purchase additional life insurance coverage on their own lives and on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction. The premium cost, underwriting conditions, and insurance contracts shall be determined by the school district's group life insurance carrier. Any disputes that may arise between the carrier and the employees shall not involve the school district.

Section 4. Long Term Disability Insurance:

Subd. 1. Premium Payments: The school district shall pay the premium cost for longterm disability insurance for each eligible employee.

Subd. 2. Informational Description: The current long term disability benefits provide for 66 ⅔% of basic monthly earnings up to a maximum as provided for in the long term disability plan after fulfilling the sixty (60) calendar day elimination period.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to 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 6. Duration of Insurance Contributions:

Subd. 1. A preschool teacher is eligible for school district contributions as provided in this Article as long as the preschool teacher is employed by Independent School District 272. Upon termination of employment, all school district contributions shall cease effective on the last day of the month that the employee terminates employment. However, a preschool teacher who has been employed for the full school year shall be entitled to school district contributions for insurance as provided in this Article, except for long-term disability insurance, for twelve (12) calendar months (September 1-August 31), as provided herein.

Subd. 1a. For informational purposes only, the parties believe that current law provides an opportunity for limited continuation of coverage for medical-hospitalization, dental and life insurance (COBRA language).

Section 7. Eligibility:

Subd. 1. Any preschool teacher who is employed for at least twenty-four (24) hours per week (on average) for the full school year shall be eligible for insurance benefits as provided in this Article.

Subd. 2. An employee working 875 hours or more per fiscal year without fulfilling the requirement of twenty-four (24) hours or more per week for the full school year may qualify for benefits subject to the working conditions being pre-approved in writing by the immediate supervisor and the Executive Director of Human Resources. This special provision would be approved by the school district only if the special, flexible hours were in the best interests of the educational program of the school district.

Section 8. Premium Payments During Disability: Any teacher who is disabled for at least sixty calendar days and has qualified for weekly benefits under either the district's long term disability insurance plan or worker's compensation insurance plan shall be entitled to have the employee's portion of the Medical-Hospitalization Insurance coverage as provided in Section 1 of this Article and the dental insurance coverage as provided in Section 2 of this Article, paid by the employer for a period not to exceed twelve (12) calendar months. The first premium shall be paid by the district as of the first day of the month following the 60th calendar day of qualified disability and shall cease on the last day of the month following the discontinuance of the qualified disability or for a period of twelve (12) months, whichever is lesser.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earned Sick Days:

Subd. 1a: All eligible preschool teachers shall earn sick leave at the rate of twelve (12) days for each year of service. Such sick leave shall be a personal benefit to employees and/or minor dependents. Annual sick leave shall accrue at the beginning of the school year.

Subd. 1b: Part-time employees regularly employed more than 12.5 hours per week but less than full-time shall be eligible for sick leave as provided in this article. Accumulation and accrual of such sick leave days shall be proportionate to their normal workday.

Subd. 2. Unused Sick Leave: Unused sick leave days will accumulate to a maximum credit of 120 days of sick leave per employee of which remaining days will carry over to the following school year. Employees will not be paid for unused sick leave time upon separation from the school district.

Subd. 3. Each employee's accumulation of unused sick leave benefits shall be credited and communicated to the employee at the beginning of each school year. A request for sick

leave shall be processed upon entry into the district leave system.

Subd. 4: Sick leave benefits with pay shall be allowed by the school district whenever an employee's absence is found to have been due to either the employee or employee's minor child's illness or disability which prevented attendance at school and performance of duties on that day or days.

Subd. 5: An employee may be required to present a statement from a qualified physician as evidence of such illness or disability.

Subd. 6: An employee may use sick leave not to exceed five (5) days per year for serious illness in the immediate family. In addition, this leave may be used immediately before or after the adoption of a child or for paternal leave immediately before or after the birth of a child.

An additional five (5) days may be used for the adoption process, such as pre-adoption consultation, legal counsel, legal proceedings, travel associated with adoption, new home introduction, and naturalization proceedings. Adoption leave may not exceed 10 paid days.

An additional five (5) days may be used for spousal leave in cases of unique medical care needed for the birth mother or child(ren). Spousal leave may not exceed 10 paid days.

Subd. 6a: For purposes of this section, the immediate family is defined as the employee's spouse, adult child, parent, brother, sister, spouse's parent, or persons who reside in the employee's household.

Subd. 6b: Subject to the discretion (pre-approval) of the superintendent or superintendent's designee, employees may also request additional days for "serious illness in the immediate family" provided the employee pays for his/her own substitute teacher. Any leave days taken under this subdivision shall not be subtracted from accumulated sick leave.

Section 2. Disaster Leave: The district shall provide disaster leave coverage for preschool teachers who have exhausted accumulated sick leave days prior to the commencement of long-term disability benefits. A preschool teacher will become eligible for disaster leave coverage after the employee has been continually disabled and unable to teach for thirty (30) consecutive duty days as certified by a medical doctor. Disaster leave payments shall be retroactive to the day that regular sick leave payments expire and shall continue only for a period during which the preschool teacher remains continuously disabled and unable to teach. Disaster leave payments shall cease on the 61st calendar day of disability.

Section 3. Worker's Compensation: Pursuant to M.S. 176 (as amended), a preschool teacher injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not

covered by insurance will be deducted from accrued sick leave.

Section 4. Bereavement Leave:

Subd. 1: Up to five (5) days of paid leave shall be granted for death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, brothers, sisters, nieces, nephews, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, legal guardian, spouse's grandparents, aunts, uncles, and persons who reside in the employee's household. Days used for this section shall not be deducted from sick leave.

Subd. 2. Up to one (1) day of paid leave per occurrence shall be granted for the death of any other relative or friend not covered in Subd. 1 of this section.

Section 5. Personal Leave of Absence:

Subd. 1. Personal Leave Accumulation:

Subd. 1a: Preschool teachers employed twenty (20) or more hours per week for a full school year shall earn one and a half (1.5) personal leave days per school year.

Subd. 1b: Subject to personal leave accumulation, a preschool teacher may request paid personal leave at his/her own discretion. Unused personal leave may accumulate to a maximum of five (5) days. Employees will not be paid for unused personal time upon separation from the school district.

Subd. 1c: Preschool teachers who have worked in the district for at least 12 years will earn an additional .5 day per school year.

Subd. 2: Requests for such leave must be made to the department administration at least two (2) days in advance. Not more than five percent (5%), to the nearest whole number, of a building's staff shall be permitted to have personal leave at any one time. The administration will give priority to such requests in the order of their submission.

Subd. 3. An eligible employee as described in Article XI, Section 16, may request an advance of up to one (1) personal leave day. The employee must earn and pay back the advanced day of personal leave in the next school year. The employee will not be granted an advanced personal day in consecutive years. If an employee leaves the district's employment prior to earning the advanced personal day, then that day shall be deducted from the employee's last paycheck.

Section 6. Military Leave: Military leave shall be granted pursuant to applicable laws.

Section 7. Judicial Leave:

Subd. 1. A teacher 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 teacher serves on jury duty pursuant to this section, the school district will compensate the teacher for the difference between the regular salary and the amount received as jury duty pay.

Subd. 2. A teacher who is subpoenaed shall be granted one day of leave without any salary deduction or loss of basic leave allowance. If the subpoena is for a school-related issue, the teacher will be granted the necessary leave required without any salary deduction or loss of basic leave allowance.

Section 8. Professional Development Leave:

Subd. 1. The school district and the Association recognize the importance of professional development and recommend that professional absence days be utilized where appropriate.

Subd. 2. Preschool teachers shall be allowed to attend, with full pay, professional meetings and other activities of a professional nature upon the approval in advance of the superintendent or superintendent's designee.

Section 9. Association Leave:

Subd. 1. The Association shall have five (5) non-cumulative paid days credited to it at the beginning of each school year for Association representatives to conduct duties of the Association. The school district shall pay the cost of the substitutes.

Section 10. General Leaves:

Subd. 1. Preschool teachers in the school district may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the school district.

Subd. 2. Such leave may be granted by the school district for the following reasons: education, health, career change, election to political office, overseas teaching, Peace Corps, National Teacher Corps, extended illness of the teacher's family, civic activities or other reasons deemed appropriate by the school district. (For insurance benefits and seniority, see Sections 14, 15, and 16 of this Article).

Section 11. Child Care Leave:

Subd. 1. The school district may grant, upon request of the employee, a childcare leave, without pay, to one (1) parent of a preschool age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term childcare shall include

but not be limited to the period of time when an employee is pregnant.

Subd. 2. In the event of a pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, an employee may request a childcare leave. However, if the employee requests a childcare leave prior to the onset of disability, such childcare leave shall be in effect from the date of commencement through the period of childbirth and recovery.

Subd. 3. A pregnant employee shall notify the personnel director in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. An employee may take a childcare leave of up to twelve (12) months. The commencement and return date of childcare leave shall be determined by mutual agreement between the employee and the superintendent, or superintendent's designee, taking into account the continuity of the instructional program and the desires of the employee.

Subd. 5. In approving a childcare leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to his/her employment prior to the date designated in the approved childcare leave.

Subd. 6. An employee on childcare leave will be returned to the same duties held at the time the childcare leave commenced unless those duties no longer exist within the same building(s) or program(s).

Section 12. Medical Leave:

Subd. 1. A preschool teacher who is unable to teach because of illness or disability, and has exhausted all disability 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 conditions of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 13. Insurance Application: A preschool teacher on leave under Sections 10, 11 and 12 of 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 that 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 district to pay to the school district the monthly

premium amounts in advance and on such dates as determined by the school district. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment. However, a preschool teacher who has performed services for at least one (1) semester or two (2) quarters during the school year shall receive the full school district contribution.

Section 14. Accrued Benefits: A preschool teacher on leave under Sections 10, 11, and 12 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Article.

Section 15. Seniority: For purposes of seniority standing, a preschool teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

Section 16. Eligibility: Except as otherwise provided herein, benefits provided in this Article shall apply to preschool teachers employed at least twenty (20) hours per week and for the regular school year and shall not apply to preschool teachers employed for a lesser period. However, part-time preschool teachers employed at least eighty-five (85) days per year and fourteen (14) hours per week shall be eligible for disability leave with such accrual of disability leave days being proportionate to their normal workday.

ARTICLE XII PROBATION, DISCIPLINE, AND TERMINATION

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of 12 calendar months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement.

Section 2. Discipline/Suspension/Discharge:

Subd. 1. Discipline Procedure: Subsequent to the completion of the probationary period, an employee shall not be terminated, suspended without pay, or reduced in compensation from a position without just cause. Terminations, suspension without pay, or any reduction in compensation for employees who have completed the probationary period shall be subject to the grievance procedure.

ARTICLE XIII LAYOFF, REDUCTION IN FORCE AND RECALL

Section 1. Layoff: An employee shall receive a minimum of a 14 day notice for any alteration of his/her work schedule that results in the reduction of days or hours per week in the assignment

during the year (the school district will attempt to provide an 8 week notice when possible).

Section 2. Position Elimination: Seniority will be used in determining the layoff and recall procedure of employees.

Subd. 1. Seniority: In the event of job elimination or layoff the least senior non-licensed employee will be the first to be placed on lay-off. No licensed employee may be placed on layoff if a non-licensed employee is employed. In the event there are no non-licensed employees, licensed employees will be placed on lay-off starting with the least senior. In all cases of displacement, the remaining employees must be more senior (and licensed, if applicable) and qualified to perform the duties of the new position assumed.

Section 3. Seniority: Shall be based on the length of continuous service in the District. The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees (or negotiate other mutually agreeable tiebreaker).

Subd. 1. Seniority Date: An employee's seniority date will be his or her first day of actual employment with the School District. If more than one employee commences work on the same date, seniority ranking for such employee shall be determined by granting the higher seniority ranking to the employee with the date of application.

Subd. 2. Tiebreaker: In the event of a tie in seniority dates, the association and school district will determine final selection by lot. Staff involved will be notified prior to the final selection.

Subd. 3. Publication of Seniority List: On or before January 15 of each year, the School District shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall establish seniority by name and seniority date with the employee with greatest seniority listed first. This seniority list shall be provided to the Exclusive Representative and posted by the School District in the appropriate area for employees at each work site. Employees shall have twenty (20) days after the posting date to challenge their rank or status on the seniority list, and absence of such challenge shall constitute full agreement by the employee.

Section 4. Layoff Process: A layoff will be defined as discontinuance or reduction of position(s).

Subd. 1. The District will lay off employees with the least seniority, provided that the remaining employees are qualified (according to state or federal law), for the remaining positions. Unlicensed employees will be placed on lay-off before licensed employees, even if the licensed employee is less senior.

Subd. 2. A reduction of an individual employee's hours of 12.5% of their regular hours or less per week will not constitute a layoff. Reductions greater than 12.5% of their regular hours per week will institute the layoff procedure.

Subd. 3. Notice of Layoff: In the event of a layoff, the School District shall notify the

Exclusive Representative and the affected employee(s) at the earliest opportunity.

Section 5. Recall: An employee laid off shall be placed on the recall list for a period of 18 months.

Subd. 1. Recall Procedure: The School District, upon rehiring, shall do so from the recall list in the inverse order of seniority prior to hiring any outside applicants. Employees on recall shall be notified of all District job postings. It is the responsibility of each employee on recall to keep the District informed of his/her current mailing address and home phone number.

Subd. 1a. Full time employees (24 hours/week) placed on lay-off will have rights to be recalled to full time positions, and part time employees (less than 24 hours/week) placed on lay-off will have rights to be recalled to part time positions. The employee must accept the first offer of rehiring or be removed from the recall list. If an employee accepts a position with fewer hours than previously held, they will continue to have rights within their recall period (18 months from lay-off) to be reinstated to their former hours.

Subd. 1b. Recalled employees must meet all state and federal requirements of the open position.

Subd. 1c. An employee who voluntarily resigns shall forfeit seniority and in the event of re-employment, seniority rights shall begin as of the date of re-employment.

Section 6. Benefits While on Layoff: Employees placed on lay-off shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 7. Employment Rights During Layoff: Any preschool teacher placed on layoff may engage in teaching or any other occupation during the leave and will lose credit for years of service in the district earned prior to the commencement of such layoff.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee in the Appropriate Unit resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. The Association may file a class action grievance on behalf of employees in the Appropriate Unit, if the grievance involves more than five (5) employees. In such case, the grievance must be signed by the employees and the Association Representative(s).

Section 2. Representative: An employee in the Appropriate Unit may be represented during any step of the procedure by the Exclusive Representative or an agent designated by the Exclusive Representative.

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 if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Executive Director of Human Resources, setting forth the facts the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred, or within twenty (20) days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. 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.

Section 5. Adjustment of Grievance: The parties may attempt to resolve alleged violations of this Agreement on an informal basis. If the alleged violation is not resolved by informal discussion, it is subject to the following grievance procedure. Informal attempts to resolve a possible grievance shall not extend the deadlines for filing a grievance under Section 4.

Subd. 1. Level I: The written grievance shall be reviewed by the school district designee, and the designee shall meet with the grievant and/or the grievant representative within ten (10) days of receipt of the grievance. The school district designee shall issue a written decision on the grievance to the Association, within ten (10) days after the Level I meeting.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or superintendent's designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the

appeal. Within ten (10) days after the meeting, the superintendent or superintendent's designee shall issue a decision in writing to the Association.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level II of this procedure at the request of the grievant or the Superintendent, provided the school board or its representative notify the parties of its intention to review within a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within thirteen (13) days after its notification of intent to review.

Section 7. Denial of Grievance: Failure by the school district 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 grievant and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein with the approval of the Association:

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 fifteen (15) days following the decision in Level II or within fifteen (15) 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 that 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 a list of arbitrators from the Bureau of Mediation Services and the parties shall select an arbitrator pursuant to Minn. Stat. §179A.21, Subd. 2 (as amended).

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator. The grievant(s) may be represented by the Exclusive Representative or its designated agent. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing unless mutually waived by the parties. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the

parties, subject, however, to the limitations of arbitration decisions as provided by law.

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 fees and expenses of the arbitrator, the cost of the transcript or recording if requested and obtained by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering the copy of the transcript shall pay for such copy.

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

Section 9. Grievance Form: A form that must be used for filing of grievances, provided herein as Attachment C, shall be provided by the school district. Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waivers: 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, 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. Tax-Sheltered Annuities: Preschool teachers will be eligible to participate in a tax-sheltered annuity plan pursuant to United States Public Law No. 87-370, M.S.123.35, Subd. 12 (as amended), and school district policy.

Subd. 1. This section shall apply to teachers whose service has been full time, as defined in this Agreement.

Subd. 1a. Definition of Full Time: For this section, full time shall be defined as those who are employed twenty (20) or more hours per week and a minimum of one (1) semester or two (2) quarters of actual teaching days on a regularly contracted assignment within the same school year.

Subd. 2. This matching tax-sheltered annuity program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity up to 1.00% of the employee's basic salary; however, any additional earnings from co-curricular activities, extended year salary or any other sources of income shall be excluded from eligibility.

Subd. 3. The salary reduction program (403b tax-sheltered annuity program) shall be administered on an evenly-distributed formula over each pay period.

Subd. 4. The employee may select any qualified company pre-approved by the State of Minnesota and also pre-approved by the school district.

Subd. 5. The provisions of this section shall be administered in accordance with the district policy for TSAs.

Section 2. Notice of Assignment: The school district will provide a preschool teacher notice of tentative assignment prior to the last day of school. The school district, however, reserves the right to modify such assignments when necessary for the operation of the school district.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2022 it shall give written notice of such intent no later than May 1, 2022.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the Exclusive Representative representing employees in the Unit. 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. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, except by mutual agreement of the parties.

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

**For Eden Prairie Preschool
Education Association**
8100 School Road
Eden Prairie, MN 55344

**For Eden Prairie Independent
District No. 272**
8100 School Road
Eden Prairie, MN 55344

EPPEA Negotiator – Aubrey Boubelik

School Board Chair – Adam Seidel

EPPEA Negotiator – Angela Ericsson

Executive Director of Human Resources
Thomas May

EPPEA Negotiator – Dominic Kirkpatrick

Date Ratified by School Board: September 13, 2021

EPPEA SALARY SCHEDULE

SALARY SCHEDULE A 2020-2021			
STEP	BA 1	BA +15 2	MA 3
1	23.73	25.06	26.40
2	24.40	25.73	27.07
3	25.06	26.40	27.74
4	25.73	27.07	28.39
5	26.40	27.74	29.06
6	27.07	28.39	29.73
7	27.74	29.06	30.39
8	28.39	29.73	31.06
9	29.06	30.39	31.72
10	29.73	31.06	32.38
11	30.39	31.72	33.05
12-16	31.92	33.31	34.70
17+	33.52	34.98	36.43

EPPEA SALARY SCHEDULE

SALARY SCHEDULE B 2021-2022			
STEP	BA 1	BA +15 2	MA 3
1	35,994	38,021	40,049
2	37,015	39,028	41,070
3	38,021	40,049	42,076
4	39,028	41,070	43,068
5	40,049	42,076	44,089
6	41,070	43,068	45,096
7	42,076	44,089	46,102
8	43,068	45,096	47,123
9	44,089	46,102	48,115
10	45,096	47,123	49,121
11	46,102	48,115	50,142
12-16	48,426	50,527	52,644
17+	50,853	53,058	55,263

GRIEVANCE REPORT FORM
Independent School District 272 Eden Prairie, MN

Grievance No.

Name: _____

Building: _____

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

Signature of Union Representative

Copies to: Superintendent
Executive Director of Human Resources
Principal
Exclusive Representative

Memorandum of Understanding 2020-2021
COVID-19 Pandemic Restoration of Employee Benefits

WHEREAS, Independent School District 272, Eden Prairie Public Schools (School District) and the EdenPrairie Preschool Education Association (Association) have a common mission to build a productive, ongoing, working relationship based on mutual understanding of and respect for, each entity's role in serving constituents and promoting student learning.

WHEREAS, the COVID-19 pandemic has caused unprecedented challenges to staffing fee-based educational programs;

WHEREAS, the parties desire to provide equitable relief to employees disproportionately impacted by the pandemic;

Be it THEREFORE resolved that the parties agree to the following:

1. The School District shall restore sick leave benefits and seniority to employees whose positions were eliminated with the School District from April 1, 2020 through August 1, 2020 due to the pandemic and are then rehired by the School District by September 15, 2021 ("affected employees"). Any employee hired after September 15, 2021 will not receive any benefit from this Memorandum of Understanding.
2. Sick Leave. The School District shall restore all accrued sick leave days that affected employees had when they separated from employment with the School District.
3. Seniority. The School District shall restore accrued seniority by considering that affected employees performed continuous service from the date of separation from employment with the School District to the date of rehire.

This Memorandum of Understanding expires on September 15, 2021 and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Agreement between the Association and the School District.

Memorandum of Understanding 2021-2022
Paid Lunch

This Memorandum of Understanding is entered into between Independent School District No. 272, Eden Prairie, Minnesota (hereinafter referred to as the “School District”) and the Eden Prairie Preschool Education Association (hereinafter referred to as the “Association”) as follows:

Full day preschool teachers will receive a paid 30-minute duty free lunch. For the purposes of this agreement, a full day preschool teacher is defined as a teacher who serves both morning and afternoon or Little Eagles + RE programs which includes students being onsite over the teacher’s lunch period.

This Memorandum of Understanding expires on June 30, 2022 and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Preschool Teachers' Master Agreement.

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

EPPEA Representative

**Eden Prairie Independent
School District No. 272**

EPPEA Negotiator – Aubrey Boubelik

School Board Chair – Adam Seidel

EPPEA Negotiator – Angela Ericsson

Executive Director of Human Resources
Thomas May

EPPEA Negotiator – Dominic Kirkpatrick

Date Ratified by School Board: September 13, 2021

Memorandum of Understanding 2021-2022
Labor Management Process

This Memorandum of Understanding is entered into between Independent School District No. 272, Eden Prairie, Minnesota (hereinafter referred to as the “School District”) and the Eden Prairie Preschool Education Association (hereinafter referred to as the “Association”) as follows:

The Association and the School District continue to explore ways to work cooperatively and collaboratively together. The Association and the School District also value continuously improving the day-to-day communications to achieve and maintain a mutually beneficial relationship through the use of an effective labor-management committee. Meetings will occur once per month to neutrally talk about logistical components of the preschool programming in conjunction with the elementary setting. The monthly meetings will include District Administration and EPPEA designees.

This Memorandum of Understanding expires on June 30, 2022 and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Preschool Teachers' Master Agreement.

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

EPPEA Representative

**Eden Prairie Independent
School District No. 272**

EPPEA Negotiator – Aubrey Boubelik

School Board Chair – Adam Seidel

EPPEA Negotiator – Angela Ericsson

Executive Director of Human Resources
Thomas May

EPPEA Negotiator – Dominic Kirkpatrick

Date Ratified by School Board: September 13, 2021