

# **MASTER AGREEMENT**

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

EDEN PRAIRIE, MINNESOTA

AND

THE EDEN PRAIRIE EDUCATION ASSOCIATION

Effective July 1, 2021 through June 30, 2023

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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 school board or school district) and the Eden Prairie 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 teachers during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with P.E.L.R.A., the school board recognizes the Eden Prairie Education Association as the exclusive representative of teachers employed by the school board of Independent School District 272, which association 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 Association shall represent all teachers of the school district as defined in this Agreement and 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 a school district. The terms in both cases are subject to the provisions of Section 179A.07, Subd. 1 regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" shall mean all persons employed by the school board in a position for which the person must be licensed by the Board of Teaching or Department of Education, including licensed school nurses and substitute teachers substituting for the same teacher more than thirty (30) days, but excluding the following: superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, administrative assistants to principals, confidential employees, supervisory employees, essential employees and such other employees as excluded by law.

Section 3. ECFE Teacher: When the term "Early Childhood Family Education (ECFE)" is used in this agreement, it shall refer to teachers compensated through Fund Four (Community Education Program) as distinguished from K-12 teachers compensated through Fund One (General Fund).

Section 4. 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 5. 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 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

#### **ARTICLE IV MANAGEMENT PREROGATIVES**

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 teaching and teaching-related services prescribed by the school board 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, the State of Minnesota and all valid rules, regulations and orders of the State Board of Education. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **ARTICLE V TEACHER RIGHTS AND PREROGATIVES**

Section 1. Rights to Views: Pursuant to M.S. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher 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 teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers 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.

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 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. This shall include names, addresses, telephone numbers, email addresses, district employee number, date of hire, FTE status, worksite location, and assignment of all bargaining unit members employed. The availability of such information released shall not be inconsistent with the rights of others as provided by law.

Section 8. Meet and Confer: The school district shall meet and confer with the Association pursuant to P.E.L.R.A. on those matters of teacher concern not covered by this Agreement, including class size, teacher facilities, and assignment and transfer.

Section 9. Labor Management Committee: The EPEA and the Eden Prairie School District continue to explore ways to work cooperatively and collaboratively together. The EPEA and the 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. The purpose of the Committee is to discuss, explore and study problems referred by either party and explore opportunities to work collaboratively together. The Committee shall be authorized to make recommendations and shall have no authority to change, delete or modify any of the terms of the existing Master Agreement, nor to settle grievances. The Committee shall be composed of 10 members, five representing the EPEA and five representing the district. Chairing the committee shall alternate between the two groups.

Section 10. Personnel Files:

Subd. 1. Personnel files shall be subject to, and in accordance with, applicable Minnesota statute.

Subd. 2. Pursuant to M.S. 122.A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during the regular school business hours to each individual teacher upon his/her request. The teacher shall have the right to reproduce any of the contents of the files at the teacher'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 event, 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.

Section 11. Teacher Discipline: (Just Cause) No teacher shall be suspended without pay or reduced in compensation from a teaching position without just cause. Any such action asserted by the school district shall be subject to the grievance procedure herein set forth. This section shall not be applicable to unrequested leave which shall be governed by Article XII of this Agreement.

**ARTICLE VI  
LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days:

Subd. 1. K-12 Teacher Duty Days: Pursuant to M.S. 120A.40, the school board shall, prior to April 1 of each school year, establish the school calendar for the coming year, and the teacher 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 teachers, including: student days, orientation and workshop days and in-service training days as determined by the school board.

Subd. 2. ECFE Teacher Duty Days: The duty days and duty assignments for ECFE teachers shall be as determined by the school district.

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 teacher 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.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof or scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, the school district shall afford to the Association the opportunity to meet and confer on such matters.

**ARTICLE VII  
THE PROFESSIONAL TEACHING DAY**

Section 1. Building Hours:

Subd. 1. The specific regular hours at any individual school building may vary according to the needs of the educational program of the school district. These hours are to be designated by the school district subsequent to meet and confer sessions with the Association and the administration.

Subd. 2. Variations in daily programming, which are necessary to meet special needs, are permitted by each building principal subsequent to the approval of the superintendent.

Section 2. K-12 Teacher's Work Load:

Subd. 1. The teacher's workweek will average forty (40) hours, including a duty-free lunch period each day, to perform duties as assigned by the school district. The duty-free lunch period shall not be less than thirty (30) minutes, excluding passing time, for K-5 teachers and shall not be less than twenty-five (25) minutes, excluding passing time, for 6-12 teachers.

Subd. 2. Teachers shall be available to provide or facilitate professional learning experiences for students for a period of time not to exceed an average of five and one-third (5-1/3) hours per day. Within this time structure a period of time may be designated

for professional involvement in which student contact settings may be assigned to a teacher by the principal, in such areas as open laboratories, advisor-advisee groups, resource centers, and general supervision or supervision of separate classroom-size study groups.

Subd. 3. It is understood that a teacher shall not be assigned a classroom-size study group for more than two (2) quarters during any school year.

Subd. 4.

Subd. 4a. If an elementary specialist is assigned an additional teaching assignment within a six period day on a four day rotation, such teachers shall be compensated at a rate of one twenty-fourth (4.167%) of the teacher's contracted 1.0 FTE base pay.

Subd. 4b. If a teacher is assigned to a student contact or supervisory assignment in excess of that provided in Subd. 2 of this section or if a secondary teacher is assigned more than five (5) periods of teaching assignments per quarter within the framework of a six-period day, such teachers shall be compensated at a rate of one twentieth (5%) of the teacher's contracted 1.0 FTE base pay for that quarter. Example: (1.0 FTE Salary/185 days x .20 FTE x # of days in term). Teacher workshop days before school starts are not included in the number of days in a term.

Subd. 4c. If a teacher is assigned to a student contact or supervisory assignment in excess of that provided in Subd. 2 of this section or if a secondary teacher is assigned more than three (3) periods of teaching assignments per quarter within the framework of a four-period day, such teacher shall be compensated at a rate of one twelfth (8.33%) of the teacher's contracted 1.0 FTE base pay for that quarter. Example: (1.0 FTE Salary/185 days x .333 FTE x # of days in term). Teacher workshop days before school starts are not included in the number of days in a term.

Subd. 4d. Nothing herein, however, shall be construed to limit the school district to utilization of a six-period day or limit the school district from modification in the structure of the school day.

Subd. 5. ECFE teachers shall be excluded from this section.

### Section 3. K-12 Assignments and Preparation Time:

Subd. 1. Teaching and supervisory assignments shall be made by the building principal.

Subd. 2. The teacher's basic day will include a minimum daily preparation time, which shall be the length of one (1) period for secondary school teachers and fifty (50) minutes for elementary school (K-6) teachers. Changing methods of instruction and scheduling

may result in variations of preparation time on a day-to-day basis. Such preparation time, however, will not be reduced when averaged over a week's time or the scheduling cycle used. During the preparation time, teachers will be available for occasional school-related business, which cannot reasonably be scheduled at another time.

Section 4. ECFE Teacher Workload, Assignments and Preparation Time:

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

Subd. 2. For each student contact hour or portion thereof, the ECFE teacher shall receive non-student contact time as described in Article VIII, Section 1,

Subd. 3. Such time shall be used for preparation, lunch and other occasional school-related business that cannot reasonably be scheduled at another time.

Section 5. Additional Activities: In addition to the basic school day, a teacher may be required to reasonably participate in activities that extend beyond it to attend to such matters as consultation with parents, faculty meetings, open houses, curriculum meetings, and other teaching responsibilities that cannot reasonably be scheduled within the regular school day. Such assignments shall be distributed as equitably as practicable among the staff and reasonable effort shall be made to consider the desires of the teacher in scheduling such activities.

Section 6. Other Arrangements: This Article is not intended to exclude other arrangements regarding the teacher's professional day which could be mutually agreed upon between the teaching staffs and the building administrations, subject to the approval of the superintendent.

**ARTICLE VIII  
BASIC COMPENSATION**

Section 1. Rates of Pay:

Subd. 1. For teachers employed the wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2021-22 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2022-23 year. Teachers shall advance on the salary schedule one (1) step on Schedule A for the 2021-22 school year and one (1) step on Schedule B for the 2022-23 school year, subject to the right of the school district to withhold salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure. (ECFE teachers shall be paid on an hourly pro rata basis computed by dividing the appropriate salary schedule amount by the number of teacher duty days as defined in Section 1 of Article VI and then dividing by eight (8) hours.)

Subd. 2. Less than 20 Hours Per Week: Teachers regularly employed less than twenty (20) hours per week shall be compensated at their FTE.

Subd. 3. Compensation Formula for ECFE Teachers: ECFE teachers shall be compensated according to the following formula: Student Contact Hour or Portion Thereof x Hourly Rate of Pay Specified in Article VIII, Subds. 1 and 2 x 1.5.

Subd. 4. Other ECFE Teacher Compensation: In addition to Subd. 3 of this Section, ECFE teachers shall be paid for faculty meetings, and workshops pursuant to the hourly rate of pay specified in Subd. 2 of this Section or the pro rata hourly rate specified in Subd.1 of this Section.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract. If negotiations for a successor contract are not completed at the commencement of the 2023-24 school year, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time that a successor agreement is executed.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a 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 and (2) germane to the 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. In order for consideration for advancement on the salary schedule, coursework must be taken by the 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 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 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 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 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 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: A teacher shall be paid on the Master's degree or higher degree lane only if the degree program is germane to the teacher's assignment.

#### Section 4. Experience Credit:

Subd. 1. Experienced 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 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. Teaching Experience:

Subd. 3a. K-12 Teachers: A year of teaching experience for purposes of the salary schedule shall be construed to mean a minimum of one (1) semester or two (2) quarters of actual teaching days on a regularly contracted 1.0 half year or .5 - 20 or more hours per week - full year assignment within the same school year when such experience is within the Eden Prairie School District.

Subd. 3b. ECFE Teachers: An ECFE teacher, when experience does not equate to 20 hours per week all year, may combine two years to equal one or may average hours within a year to equal 20.

#### Subd. 4. Experience Outside Eden Prairie:

Subd. 4a. 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.

Subd. 4b. Full-time teachers as defined in Article X, Section 8, Subd. 1 who receives a general leave as provided in Article XI, Section 11, may be given outside experience credit when said experience was obtained through a general leave for teaching experiences deemed appropriate by the school district if at least 950 hours per year of academic classroom instruction occurs. This provision shall be retroactive to the 1980-81 school year.

Subd. 4c. An ECFE teacher, when experience does not equate to 950 hours in a year, may combine two years to equal 950 hours.

Subd. 4d. Except as provided in Subd. 4b, Subd. 4 of Section 4 of this article, changes in this section shall not be retroactive. ECFE teachers hired in the K-12 program shall be placed according to K-12 contract language.

Section 5. 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 6. Pay Periods:

Subd. 1. K-12 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 K-12 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 change is made in writing prior to August 1.

Subd. 2. K-12 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. K-12 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 K-12 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.

Section 7. Nurses: Licensed school nurses shall be compensated pursuant to the teacher salary schedule on the appropriate lane and step.

## **ARTICLE IX EXTRA COMPENSATION AND HOURLY PERSONNEL**

Section 1. Assignment of Co-curricular Duties:

Subd. 1. The superintendent or superintendent’s designee may assign the teacher to co-curricular assignments subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. Such assignments shall first be offered to qualified members of the teacher's bargaining unit on a voluntary basis. Such assignments shall not be made without the consent of the teacher except on a temporary basis where no qualified teacher is willing to assume the assignment or in the case of an actual emergency. In the event of an involuntary assignment, such assignment shall be made to the junior qualified teachers. Whenever practical, such assignments shall be distributed along with the individual's teaching contract. Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract. Assignments to activities shall be made in writing using a letter of assignment.

Subd. 2. The number of points assigned to co-curricular positions may be revised with the mutual approval of the Activities Director, Executive Director of Human Resources, the Association, and the advisors or coaches involved.

Section 2. Co-curricular Compensation:

Subd. 1. The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 2021-22 and 2022-23 school years.

Subd.2. Coaches and advisors shall have the option to be paid either in a lump sum amount at the completion of the co-curricular activity or in semi-monthly payments during the time the co-curricular activity is scheduled.

Subd. 3. In addition to the wages and salaries reflected in Schedule C, a coach/advisor shall receive an additional payment based on consecutive years of experience in the same sport or activity. The years of experience do not have to be at the same level. Coaches/advisors currently receiving additional salary based upon non-consecutive service shall be grandpersoned and shall continue to receive pay based upon non-consecutive years of service; however, any new coach/advisor hired on or after July 1, 1997 shall be required to serve consecutively.

<u>Years in a Position</u>	<u>Additional Salary</u>
5	5% in addition to Schedule C
10	10% in addition to Schedule C
14	15% in addition to Schedule C
19	20% in addition to Schedule C
24	25% in addition to Schedule C

Section 3. Regular Teacher-Substitute: In those cases where regular substitutes are not available and regular teachers serve as substitutes during their preparation time along with their regular duties, said teachers shall have the option to be paid according to the schedule below for the 2021-22 and 2022-23 school years or receive a personal day after subbing during their prep the number of times equivalent to a full student day (i.e., 4 periods on the 4 period day / 6 periods on



the 6 period day). Teachers may earn a max of 2 personal days per year for subbing during their prep.

	<u>2021-2023</u>
High School	\$ 45.00 per pd
All other schools:	\$ 35.00 per pd

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

Section 4. Training, Curriculum Work and Summer School / Targeted Services: Teachers employed by the Eden Prairie School District shall be compensated as follows.

2021-2023: \$ 40.00 per hour

Subd. 1. Leadership as Trainer/Facilitator: Hourly pro-rata rate of pay.

Subd. 2. Teacher Training:

2021-2023: \$ 30.00 per hour

Training during the regular work day does not qualify for additional compensation. Teachers receiving college or university credit will not be compensated. The district may choose to grant teachers a choice of credit or compensation, but not both.

Section 5. Extended Contracts:

Subd. 1. A 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 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 4 or Section 5 hereof.

Section 6. Special Events: If a teacher is requested to supervise students or work at special events, including but not limited to chaperone, dances or parties, buses to school events, selling or taking tickets at games, non-contracted refereeing, general supervision or intramurals outside the limits of the regular duty day, the teacher shall be paid at the rate as provided in Appendix C hereof. In addition to the teacher's daily rate of pay, teachers shall be paid for the fifth grade environmental camping trip and the high school outdoor recreation trip in the 2021-22 school year at the rate of \$100.00 per day and 2022-23 school years at the rate of \$100.00 per day.

Section 7. Team Representatives and Department Chairs: Team Representatives and Department Chairs shall be reimbursed as provided in the following schedule:

High School Department Chairs	<u>2021-22</u>	<u>2022-23</u>
Large Department (16 or more staff members)	\$ 2,471	\$ 2,539
Small Department (15 or less staff members)	\$ 1,325	\$ 1,362
Special Ed. Leads	\$ 1,325	\$ 1,362
Central Middle School	<u>2021-22</u>	<u>2022-23</u>
Department Chairs / Teams	\$ 1,284	\$ 1,320
Special Ed. Leads	\$ 1,325	\$ 1,362
Elementary	<u>2021-22</u>	<u>2022-23</u>
Special Ed. Leads	\$ 992	\$ 1,019

Section 8. National Certifications: Employees who successfully complete and maintain the National Teacher Board Certification process will be paid \$1000 in addition to their regular annual salary. Speech and Language Therapists who earn and maintain the National Certificate of Clinical Competency (CCC), Occupational Therapists who earn and maintain the Occupational Therapist Registered (OTR) Certificate, will be paid \$1000 in addition to their regular annual salary.

Stipends for part-time employees will be paid on a pro-rata basis.

## **ARTICLE X GROUP INSURANCE**

Section 1. Insurance Committee: The school district shall establish an insurance committee that shall include members appointed by the exclusive representative. The committee shall review insurance policies and programs and make recommendations to the superintendent. The insurance committee shall meet prior to policy changes and as needed, but, in any event, shall meet a minimum of once per year.

Section 2. 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, 2021 to June 30, 2022:	\$ 756.00	per month
July 1, 2022 to June 30, 2023:	\$ 756.00	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, 2021 to June 30, 2022:

Premium contribution:	\$ 706.00	per month
HRA (VEBA) contribution:	\$ 50.00	per month
Total District Contribution:	\$ 756.00	per month

July 1, 2022 to June 30, 2023:

Premium contribution:	\$ 706.00	per month
HRA (VEBA) contribution:	\$ 50.00	per month
Total District Contribution:	\$ 756.00	per month

If the 2021-22 premium is greater than \$706.00 per month, the district contribution to the premium will be increased (up to \$756.00 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, \$756.00 per month.

Conversely, if the 2021-22 premium is less than \$706.00 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 \$756.00 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 2022-23 premium is greater than \$706.00 per month, the district contribution to the premium will be increased (up to \$756.00 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, \$756.00 per month.

Conversely, if the 2022-23 premium is less than \$706.00 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 \$756.00 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, 2021 to June 30, 2022:	\$ 1,013.00	per month
July 1, 2022 to June 30, 2023:	\$ 1,013.00	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, 2021 to June 30, 2022:</u>		
Premium contribution:	\$ 963.00	per month
HRA (VEBA) contribution:	\$ 50.00	per month
Total District Contribution:	\$ 1,013.00	per month
 <u>July 1, 2022to June 30, 2023:</u>		
Premium contribution:	\$ 963.00	per month
HRA (VEBA) contribution:	\$ 50.00	per month
Total District Contribution:	\$ 1,013.00	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 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 (VEBA)}, they will receive a monthly contribution for family coverage equal to 2x that of the single negotiated contribution (the amount specified in Article X, Section 2). To qualify for this incentive, neither employee may enroll in the single health insurance option.

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 teacher's annual 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 teachers may purchase additional life insurance coverage on their own lives or 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 employee shall not involve the school district.

Section 4. Term 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. The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. (A composite program is defined as the identical premium for both single and family coverage.) The employer's contribution towards eligible employees' dental insurance program shall be as follows:

July 1, 2021 to June 30, 2022:	\$ 76.65	per month
July 1, 2022 to June 30, 2023:	\$ 76.65	per month

Section 5. Long-Term Disability Insurance:

Subd. 1. Premium Payments: The school district will pay the premium for the current long-term disability insurance plan for each eligible employee.

Subd. 2. Informational Description: The current long-term disability benefits provide for 66 2/3% of basic monthly earnings up to a maximum as provided for in the long-term disability plan after fulfilling the sixty (60) calendar days elimination period.

Section 6. 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 7. Duration of Insurance Contributions:

Subd. 1. A teacher is eligible for school district contributions as provided in this Article as long as the K-12 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 K-12 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. 2. ECFE Teachers:

Subd. 2a. Any Early Childhood Family Education teacher who is employed for at least twenty-four (24) hours per week (on average) for the full school term shall be eligible for insurance benefits as provided in this Article.

Subd. 2b. For informational purposes only, the parties believe that current law provides an opportunity for limited continuation of coverage for hospital-medical, dental and life insurance (COBRA language).

Section 8. Eligibility:

Subd. 1. Except as otherwise provided herein, benefits provided in this Article shall apply to teachers regularly employed at least twenty-four (24) hours per week and for the regular school year as defined in Article VI and shall not apply to teachers employed for a lesser period. However, first year teachers contracted for at least twenty-four (24) hours per week and for at least one semester shall receive insurance benefits beginning with the first day of employment.

Subd. 2. An employee working 875 hours or more per fiscal year without fulfilling the requirement of 4.8 hours per day, 24 hours or more per week, or 185 days per 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.

Subd. 3. Subject to the underwriting rules of the medical-hospitalization insurance carriers, teachers employed less than twenty-four (24) hours but at least twenty (20) hours per week and for the regular school year shall be eligible to purchase medical-hospitalization insurance as provided in this Article, with the entire premium borne by the employee and paid by payroll deduction.

Subd. 4. Teachers who are employed less than twenty-four (24) but at least twenty (20) hours per week and who have at least six (6) years of full-time (40 hours per week and 185 days per year) longevity in the school district, shall receive life insurance and long-term disability benefits as defined in Sections 3 and 5 of this article. This subdivision

shall be subject to the underwriting rules of the insurance carriers for life insurance and long-term disability insurance.

Section 9. Premium Payments During Disability: Any teacher who is disabled for at least sixty (60) 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 Subd. 1 and 2, Section 2 of this Article and the dental insurance coverage as provided in Subd. 1, Section 4 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:

Teachers. All eligible ECFE and K-12 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 ECFE and K-12 teachers and/or minor dependents. Annual sick leave shall accrue at the beginning of the school year.

Subd. 2. Unused sick leave days will accumulate to a maximum credit of 185 days of sick leave per teacher of which a maximum of 173 days will carry over to the following year.

Subd. 3. Each teacher's accumulation of unused sick leave benefits shall be credited and communicated to the teacher at the opening of each school year. A request for sick leave shall be processed upon entry into the district leave system.

Subd. 4. Sick/Maternity Leave: Sick leave benefits with pay shall be allowed by the school district whenever a teacher's absence is found to have been due to either the teacher or teacher's minor child's illness or disability which prevented attendance at school and performance of duties on that day or days. If a mother gives birth but does not have enough accumulated sick leave to cover six weeks of disability, the district will grant them enough sick days to ensure paid coverage of this disability.

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

Subd. 6. A teacher 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 paternity leave in cases of unique medical care needed for the birth mother or child(ren). Paternity leave may not exceed 10 paid days.

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

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

Subd. 7. Part-time teachers shall be eligible for sick leave with such accrual of sick leave days being proportionate to their normal work day. Teachers who serve as a long term substitute for at least forty (40) student days are eligible for sick leave proportionate to normal work day and number of days of assignment.

Section 2. Disaster Leave: The district shall provide disaster leave coverage for teachers who have exhausted accumulated sick leave days prior to the commencement of long-term disability benefits. A teacher will become eligible for disaster leave coverage after the teacher 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 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, a 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 per occurrence 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 teacher'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 teacher's household (and those in their immediate family as defined in this subdivision). 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. Any teacher defined in this agreement will earn one-half day of personal leave during any fiscal year when they work 85 days or more but less than 180 days per fiscal year. Any teacher working less than 85 days will receive no personal leave day. Teachers working 180 days or more will receive one and a half (1.5) personal leave days.

Subd. 1b. Subject to personal leave accumulation, a teacher may request paid personal leave at his/her own discretion, provided a suitable substitute may be secured. Unused personal leave may accumulate to a maximum of five (5) days.

Subd. 1c. Teachers on Step K1 or greater of the salary schedule shall earn an additional .5 day per year.

Subd. 2. Requests for such leave must be made to the teacher's principal at least two (2) days in advance. Not more than five percent (5%), to the nearest whole number, of a building's classroom 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 17, 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. Sabbatical Leave:

Subd. 1. A sabbatical leave of absence for professional study may be granted to a teacher in the Eden Prairie Schools who has demonstrated by performance that a sabbatical leave would enable the teacher to make a contribution to the improvement of the instructional program in District 272 in the judgment of the district, subject to the following provisions:

Subd. 2. In order to be eligible for sabbatical leave and qualify for the pay option provided in Subd. 6a, a teacher must have completed at least seven (7) full school years of employment within the Eden Prairie Schools. To qualify for the pay option provided in Subd. 6b, a teacher must have completed thirteen (13) full school years of employment within the Eden Prairie Schools. A full year of employment shall be defined as a minimum of twenty (20) hours per week and a minimum of two (2) quarters or one (1) semester of actual teaching days on a regularly contracted assignment during a school year within the Eden Prairie Schools since the teacher's initial date of employment or since the expiration of such teacher's last previous sabbatical leave.

Subd. 3. The number of sabbatical leaves granted in any one (1) year shall not exceed one percent (1%) of the full-time equivalent teachers in the appropriate unit, rounded to the nearest multiple of fifty (50).

Subd. 4. The proposed program of study must have written approval in advance by the superintendent of schools. The professional study for which sabbatical leave is granted shall be directly related to the teacher's assignment, as determined by the committee unless otherwise agreed in writing.

Subd. 5. The minimum length of a sabbatical leave shall be one (1) semester; the maximum length shall be one (1) full school year.

Subd. 6.

Subd. 6a. After seven (7) years of service in the Eden Prairie School District as defined in Subd. 2 of this section, the teacher shall have the option of one-half (1/2) of the salary for basic services (excluding any co-curricular pay) of the individual for the school term in which the sabbatical leave is taken; or three-quarters (3/4) of the salary for basic services (excluding any co-curricular pay) of the individual for the school term in which the sabbatical leave is taken and three-quarters (3/4) of the salary for basic services during the returning year.

Subd. 6b. After thirteen (13) years of service in the Eden Prairie School District as defined in Subd. 2 of this section, the teacher shall have the option of six-tenths (6/10) of the salary for basic services (excluding any co-curricular pay) of the individual for the school term in which the sabbatical leave is taken; or eight-tenths (8/10) of the salary for basic services (excluding any co-curricular pay) of the individual for the school term in which the sabbatical leave is taken and eight-tenths (8/10) of the salary for basic services during the returning year.

Subd. 7. Credits earned while on sabbatical leave shall not be credited for salary schedule advancement until the teacher returns to employment in the district.

Subd. 8. A teacher receiving a sabbatical leave of absence must agree in writing to return to the school district for at least one (1) year of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete one (1) year of service with the school district for any reason other than the individual's incapacity to teach shall refund 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. The teacher's obligation to return to the school district may be postponed by the duration of any subsequent leave granted by the school district.

Subd. 9. An application for a sabbatical leave must be made to the personnel director by February 1. The application must include:

1. A detailed course of study or prospectus of proposed activity, including but not limited to the institution where study will take place, courses and number of credits to be carried, dates of study, and all other details surrounding the program.
2. A statement of the relationship between the proposed activity and the improvement of the instructional program of District 272.
3. A letter of recommendation from the immediate supervisor (building principal).

Subd. 10. Applicants will be interviewed by the Sabbatical Leave Committee composed of one (1) administrator appointed by the superintendent, two (2) teachers appointed by the EPEA, one (1) board member appointed by the school board, the personnel director, and the superintendent. Interviews will be scheduled by March 1, and the applicants will

be notified of their status by March 15. The teacher must confirm acceptance of a sabbatical leave offer within 15 days of the offer.

Subd. 11. If the number of qualified applicants exceeds the quota, the Sabbatical Leave Committee shall rank the applicants and sabbatical leaves shall be granted in that order. The ranking of applicants shall be based on (1) length of service in the school district, (2) contributions made to the district, and (3) as equitable a distribution of leaves among grade levels and departments as possible.

Subd. 12. A teacher on sabbatical leave will be returned to the same teaching duties held at the time the sabbatical leave commenced unless those duties no longer exist within the same building(s), subject area(s) or grade level.

Subd. 13. A teacher is eligible to continue group insurance benefits, if permitted by the terms of the policy, including the board contribution, pursuant to this Agreement. A teacher on leave under this section shall retain all accumulated disability and personal leave, but no additional disability and personal leave shall accrue during the period of time the teacher is on leave.

Subd. 14. A teacher returning to the school district from sabbatical leave shall be entitled to placement on the salary schedule the same as if he/she had been teaching during the year.

#### Section 9. 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. 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 10. Association Leave:

Subd. 1. The Association shall have twenty-four (24) 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.

Subd. 2. The Association shall have eight (8) additional non-cumulative days per school year for Association representatives to conduct duties of the Association. However, the Association shall pay the cost of the substitute teacher.

Subd. 3. Association Leave days may be taken in full days or portions thereof, subject to the mutual agreement of the EPEA President and the Executive Director of Human Resources.

Subd. 4. In addition to provisions in Subds. 1 and 2, up to six (6) teacher representatives shall be allowed to attend mediation or arbitration sessions with no loss of pay, when ordered by the Bureau of Mediation Services, with the school district to pay the cost of the substitutes.

Subd. 5. During each school year, the school district shall grant a four-tenths or five-tenths reassignment to the EPEA president, or a portion thereof, as a teacher on special assignment for fulfilling the duties of the EPEA president subject to the EPEA president notifying the Human Resources Department by April 1 of each respective year of his or her intent to be on reassignment for the succeeding school year. If the EPEA president elects this assignment, then the twenty-four (24) non-cumulative paid days as referenced in Subd. 1 of this section shall be decreased to twelve (12) days. The district shall act as the fiscal agent in paying the EPEA president's full salary as determined by his/her placement on the current salary schedule, and he/she shall receive benefits as though the teacher was employed under his/her normal teaching contract for the same contract time as provided for in the previous school year. Therefore, a teacher having taught 6/10s time or more in the previous year would receive benefits, and a teacher having worked less than 6/10s would not receive benefits. The teacher serving as Association president retains the same rights to his/her position as assigned during the year preceding his/her EPEA presidency. The EPEA shall reimburse the district all but twelve (12) full days of the district's cost for salary and benefits of the substitute (replacement) teacher.

#### Section 11. General Leaves:

Subd. 1. 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 12. Child Care Leave:

Subd. 1. The school district shall grant, upon request of the teacher, a child care leave, without pay, to one (1) parent of a pre-school 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 a teacher is pregnant.

Subd. 2. In the event of a pregnancy, a teacher may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, a teacher may request a childcare leave. However, if the teacher

requests a childcare leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery.

Subd. 3. A pregnant teacher 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. A teacher may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the teacher and the superintendent, or superintendent's designee, taking into account the continuity of the instructional program and the desires of the teacher.

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

Subd. 6. A teacher on child care leave will be returned to the same teaching duties held at the time the child care leave commenced unless those duties no longer exist within the same building(s), subject area(s), grade level, or if the child care leave extends into the second duty year, all subject to the provisions of Article XII (Unrequested Leaves of Absence and Seniority Policy).

### Section 13. Medical Leave:

Subd. 1. A continuing contract 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.

Subd. 3. 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. (For insurance, benefits and seniority see Sections 14, 15, and 16 of this Article.)

Section 14. Insurance Application: A teacher on leave under Sections 11, 12, and 13 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 business office 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 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 15. Accrued Benefits: A teacher on leave under Sections 11, 12, and 13 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 16. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

Section 17. Eligibility: Except as otherwise provided herein, benefits provided in this Article shall apply to teachers employed at least twenty (20) hours per week and for the regular school year and shall not apply to teachers employed for a lesser period. However, part-time 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 work day.

## **ARTICLE XII UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY**

Section 1. Purpose: The purpose of this policy is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of positions, lack of pupils, financial limitation or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. For purposes of this policy, the terms defined shall have the meaning respectively ascribed to them.

Subd. 2. "Teacher" means a member of the appropriate unit as defined in this Agreement, provided, however, individuals employed to perform Early Childhood Family Education duties shall not be "teachers" in accordance with M.S. 122A.26 and thus should be excluded from all provisions of this Article. As provided by M.S. 122A.26, Early Childhood Family Education teachers do not have continuing contract rights.

Subd. 3. "Qualified" shall mean a teacher who is licensed in the subject matter or field and has successfully taught such subject matter category within the past five (5) years or

who has earned fifteen (15) graduate credits in the subject matter or field within the past five (5) years. Qualified shall also include teachers who hold a license but have a position that does not require a specific license. Those teachers will be considered qualified in their field of licensure if they have taught in that field for a minimum of five years.

Subd. 4. "Seniority" means continuing contract, qualified teachers commencing with the first day of actual service in the school district and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other similar leave of absences. In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date, and thus have equal seniority, the teacher with the lower license file number as required by the State Department of Education shall be deemed senior.

Subd. 5. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated, by action of the school district and the teacher, without interruption of regular service, shall retain his/her original seniority date.

### Section 3. Unrequested Leaves of Absence:

Subd. 1. The school district may place on unrequested leave of absence for a period not to exceed five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the school district. Such teachers may continue to participate in the school district group insurance plans provided they pay the entire premium.

Subd. 2. Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons therefor.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority in the subject matter categories as listed in the seniority list. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category as listed in the seniority list.

Subd. 4. In any year in which a reduction of teaching staff is occurring, and the school district is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the superintendent's office for filing as of January 15 of such year shall be considered for purposes of determining layoff within areas of license for the following year. A license filed after January 15 shall be considered for purposes of recall, but not to the current reduction.

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if



otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the school district while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the school district covered by this Agreement in the subject matter categories in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file his/her name and address with the school district personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the school district depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the school district if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for which a teacher on unrequested leave is qualified, the district shall mail notice and the teacher shall have thirty (30) days from receipt of notice to accept or reject the position. Failure to respond in writing within the thirty (30) day period shall constitute a rejection of the position. A teacher rejecting reinstatement or accepting reinstatement to a position of less time than that from which the teacher was placed on unrequested leave shall retain recall rights under Section 4, Subd. 1 of this Article to be reinstated to an available position of equivalent or greater time.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 5. If notice of recall is given to any teacher less than two (2) weeks prior to the commencement of school in any school year, such teacher shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year, provided, however, that any teacher so deferring the date of return to actual service shall sign an individual teacher contract for such next succeeding school year. Any teacher accepting recall shall notify the school district of such acceptance in writing, including notification of any election to defer the effective date of return to actual service, within thirty (30) calendar days after the date of mailing of the notice of recall. In the event a teacher accepts recall but defers the effective date of return, the school

district shall be free to fill the vacant position on a temporary basis from any source, without regard to teachers remaining on unrequested leave of absence. The school district shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 5. Establishment of Seniority List:

Subd. 1. The school district shall cause a seniority list (by name, date of employment, qualification and subject matter category) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the district by October 1 of each year.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the school district and the order of seniority in said list shall have fifteen (15) days from the date of posting to supply written documentation, proof and request for seniority change to the school district.

Subd. 3. Within fifteen (15) days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the school district deems warranted. A final seniority list shall thereupon be prepared by the school district, which list, as revised, shall be binding on the school district and any teacher, unless within ten (10) days after the publication of such final list an employee shall file a grievance, and in such case the grievance shall be processed pursuant to the grievance procedure. Each year thereafter the school district shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 6. Effect: This Article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other certified employee not covered by this Agreement or other Agreement affecting such certified employee.

**ARTICLE XIII  
RETIREMENT (PLAN A) AND  
TAX-SHELTERED ANNUITY MATCHING PROGRAM (PLAN B)**

Section 1. Definitions: Effective March 1, 1998, the school district shall provide a retirement program (Plan A) and a tax-sheltered annuity matching program (Plan B) for eligible teachers.

Subd. 1. Eligible teachers hired prior to October 1, 1993 shall have the option to select participation in either Plan A or Plan B; however, that selection must have been made by February 1, 1998. Any eligible teacher having failed to make a determination by February 1, 1998 shall automatically remain in the retirement option (Plan A).

Subsequent to the February 1, 1998 determination date, employees hired prior to October 1, 1993 may convert from plan A to plan B if a determination is made during the annual open enrollment period; however, employees may not convert from plan B to plan A. All conversions from plan A to plan B as provided for in this subdivision shall be effective on the September 15th pay period of each year following the open enrollment period.

Subd. 2. The annual open enrollment date shall occur from May 15 to May 31 of each respective year.

Subd. 3. Eligible teachers hired on or after October 1, 1993 may participate in Plan B, but may not participate in Plan A.

## Section 2. Retirement (Plan A):

Subd. 1. Full-time teachers who have completed at least eighteen (18) years of continuous service with the school district who are at least fifty-five (55) years of age shall be eligible for retirement pursuant to the provisions of this Section upon submission of a written resignation accepted by the school board. Employees may submit their written resignation to the personnel office by April 1.

Subd. 2. This Section shall apply only to teachers whose service has been full time, as defined by this Agreement.

Subd. 2a. 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. 2b. Definition of Continuous Service: For this Section, continuous service shall be defined as years employed in the Eden Prairie District. A year of unpaid leave shall not be counted as a year employed. However, upon return from an unpaid leave, a teacher's year of continuous service shall resume. A year of paid leave shall be counted as a year employed and cause no interruption in continuous service.

Subd. 3. Upon retirement, eligible teachers shall receive an amount representing thirty (30) days' pay placed in a Post-Retirement Health Care Savings Plan (commonly known as a VEBA plan).

Subd. 3a. The school district and the EPEA agree to establish a Voluntary Employee Beneficiary Association (VEBA) as authorized under Section 501c (9) of the Internal Revenue Code to provide health and welfare benefits to eligible teachers.

Subd. 3b. Teachers who retire under Plan A of the Collective Bargaining Agreement (Article XIII) must participate in the VEBA plan for the thirty (30) days' pay.

Subd. 3c. The District shall fulfill the benefit obligation to the teacher by making a contribution into a VEBA account of an amount equal to 100% of the benefit upon retirement.

Subd. 4. In addition to the retirement provided in Subd. 3, a teacher shall be eligible to receive upon his/her retirement the amount obtained by multiplying fifty percent (50%) of his/her unused number of sick leave days, but in any event not to exceed sixty-two (62) days, times his/her daily rate of pay.

Subd. 4a. The unused sick day amount shall be placed in the retiree's VEBA account.

Subd. 4b. In the year of retirement, the determination of a teacher's severance benefit shall take into consideration that any sick leave taken in excess of six (6) continuous days per incident during that last year preceding retirement shall not be deducted from the teacher's accumulated sick leave for purposes of calculating retirement incentive as provided within this section.

Subd. 5. In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 6. Election of Retirement Benefits - (Plan A):

Subd. 6a. Retirement pay shall be paid by the school district within 30 days of the teacher's last day of employment in the district or as soon thereafter as is practical.

Subd. 6b. If a teacher dies before the retirement pay has been disbursed, that balance due shall be paid to a named beneficiary, or, lacking same, to the deceased's estate.

Subd. 7. Insurance Options for Retiring Teachers - (Plan A):

Subd. 7a. Any employee of District 272 who is a member of the district's major medical-hospitalization group plan who retires at the age of 55 or older, and who has ten (10) continuous years of employment in the school district, and who retires with twenty (20) years of membership in TRA, PERA, and/or the coordinated retirement programs, may continue as a member of the insurance group until eligible for Medicare with the same premium benefits as a full-time employee.

Subd. 7b. The school district will provide, when requested, partial medical-hospitalization premiums for employees retiring after the age of 60 with twenty (20) years membership in TRA, PERA, and/or the coordinated retirement programs, and with less than ten (10) years but more than six (6) years of continuous employment in the district. The district's portion of such premiums shall be paid on a percentage basis calculated by dividing the number of years served and fractions thereof by ten (10). This portion of the premium shall be paid by the district for four (4) years.

Subd. 7c. The district's contribution for medical-hospitalization premiums will be based on the prevailing premium provided for full-time employees.

Subd. 7d. A retiring employee desiring to continue in the medical-hospitalization program may do so subject to the terms and conditions of the insurance provider.

### Section 3. Tax Sheltered Annuity Matching Program (Plan B):

Subd. 1. This Section shall apply to teachers whose service has been full time, as defined in this Agreement and ECFE teachers 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. Eligible Association members hired after October 1, 1993 shall be eligible to participate in this plan.

Subd. 3. Eligible teachers having been hired prior to October 1, 1993 may elect to participate in this plan if they have made a determination by February 1, 1998, or if they have made a determination to convert to plan B during a subsequent open enrollment period as defined in Section 1 of this article, however, an eligible employee cannot participate in both plans simultaneously.

Subd. 4. This matching tax-sheltered annuity program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity up to 2.25% 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. 5. The salary reduction program (403.b. tax-sheltered annuity program) shall be administered on an evenly-distributed formula over each pay period.

Subd. 6. The employee may select any qualified company pre-approved by the State of Minnesota and also pre-approved by the school district.

Subd. 7. The provisions of this section shall be administered in accordance with the district policy for TSAs.

Section 4. Group Hospitalization Insurance - (Plan A & Plan B): A teacher who retires pursuant to this Article but does not qualify for school-district-paid contributions pursuant to Section 2, Subd. 7 hereof, shall be eligible to continue participation in the school district group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her early retirement. It is the responsibility of such a teacher 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 teacher's right to continue participation in such group insurance, however, will discontinue upon the teacher reaching the age of Medicare.

#### **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. The Association may file a class action grievance if the grievance involves more than five (5) employees.

Section 2. Representative: The employee may be represented during any step of the procedure by any person or agent designated by the association to act in his/her behalf. The administrator or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her 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 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 school district's designee, 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 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 period's 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 school district's designee.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances that may arise during the course of employment of any employee within the school district in the following manner.

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the grievant involved, with a copy to the Association, within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the associate superintendent of schools (or designee), 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 associate superintendent, the associate superintendent or associate 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 associate superintendent or associate superintendent's designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the superintendent of schools (or designee), provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. 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 parties involved.

Section 6. 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 7. Arbitration Procedures: In the event that the employee and the school board 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 the Minnesota Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, 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 BMS 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 de novo.

Subd. 5. Decisions: 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 shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in 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 fees and expenses of the arbitrator, the cost of the transcript or recording if requested 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 8. Grievance Form: A form that must be used for filing of grievances, provided herein as Attachment D, shall be provided by the school district. Such form shall be readily accessible in all school buildings.

Section 9. 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 form 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. Tax Sheltered Annuities: 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, and school district policy.

Section 2. Physical Examination - New Teacher: The school district may require a new teacher to furnish medical evidence of his/her satisfactory health prior to commencement of service in the school system.

Section 3. Mileage Allowance: The school district shall pay for authorized use of personal cars in connection with school district business. The amount to be paid shall be the maximum allowed by the Internal Revenue Service without requiring the reporting of such reimbursement as income by the employee on his/her Federal tax return.

Section 4. Payroll Deduction: The school district agrees to provide payroll deduction for teachers subject to procedures as established by the school district business office.

Section 5. Individual Contracts: Individual contracts for regularly employed first-year probationary teachers, with the exception of ECFE teachers, issued by the school district shall be in the form as provided in Attachment E. The provisions of the individual teacher contract shall be subject to and not inconsistent with the provisions of this Agreement. As provided by M.S. 122A.26, ECFE teachers do not have continuing contract rights.

Section 6. Notice of Assignment: The school district will provide a teacher notice of tentative assignment prior to June 1 each year. The school district, however, reserves the right to modify such assignments when necessary for the operation of the school district. This Section shall not apply to ECFE teachers.

Section 7. ADA Accommodations:

Subd. 1. Application: The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Statute 12101 et. seq. and the Minnesota Human Rights Act (MHRA), Minn. Statute 363.01 et. seq. impose certain obligations on the School District when a qualified individual with a disability is in the employ of the District. These obligations under the law could conflict with the application or interpretation of terms and conditions of employment of members of the teachers' bargaining unit. The parties understand and agree that the School District's obligations under the law will supersede and preempt the terms and conditions of employment for members of the teachers' bargaining unit.

Subd. 2. Procedures: The school district will notify the EPEA in writing of interpretations or applications of terms and conditions of employment that the school district believes may be inconsistent with the provision of the Master Contract as a result of the application of either the ADA or the MHRA. Data provided to the EPEA will be consistent with the provisions of the Minnesota Government Data Practices Act. The EPEA may request a Meet and Confer conference regarding the notice from the school district.

Subd. 3. Effect: The parties understand and agree that the provisions of federal and state law mandating reasonable accommodations to qualified individuals with a disability preempts and supersedes the terms and conditions of employment for members of the teachers' bargaining unit. Nothing in the Master Contract creates a right to grieve the application or interpretation of state or federal disability laws.

**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, 2021 through June 30, 2023 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, 2023 it shall give written notice of such intent no later than May 1, 2023.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the teachers of the school 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. 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.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof. Any substitute provision shall be subject to negotiation between the parties to this Agreement.

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

\_\_\_\_\_  
Board Negotiator – Aaron Casper

\_\_\_\_\_  
EPEA President – Dominic Kirkpatrick

\_\_\_\_\_  
Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

**AGREEMENT AUTHORIZATION SCHEDULE DISTRICT 272**  
**SALARY SCHEDULE A**  
**2021 - 2022**

Step	Quarter BA	Quarter BA+ 15	Quarter BA+ 30	Quarter BA+ 45	Quarter BA+ 60/MA	Quarter MA+ 15	Quarter MA+ 30	Quarter MA+45	Quarter MA+ 60/SP	Quarter Ph.D
	Semester BA	Semester BA+ 10	Semester BA+ 20	Semester BA+ 30	Semester BA+ 40/MA	Semester MA+ 10	Semester MA+ 20	Semester MA+ 30	Semester MA+ 40/SP	Semester Ph.D
<b>A</b>	45010	47567	50125	52682	55241	57797	60356	62912	65470	68027
<b>B</b>	45634	48191	50749	53306	55864	58421	60978	63536	66093	68651
<b>C</b>	46257	48816	51373	53931	56487	59045	61602	64160	66717	69275
<b>D</b>	48130	50687	53244	55802	58358	60916	63472	66031	68588	71147
<b>E</b>	50000	52559	55116	57673	60230	62788	65345	67903	70459	73017
<b>F</b>	51871	54428	56987	59545	62101	64659	67216	69774	72331	74888
<b>G</b>	53743	56299	58858	61416	63973	66531	69086	71645	74202	76761
<b>H</b>	55614	58171	60728	63286	65844	68402	70959	73515	76076	78631
<b>I</b>	57486	60042	62600	65157	67715	70273	72831	75388	77943	80502
<b>J</b>	59358	61913	64471	67028	69586	72145	74701	77260	79816	82374
<b>K1-K5</b>	62351	64908	67466	70024	80626	83185	85741	88299	90856	93415
<b>L1-L7</b>	66654	69213	71769	74327	85618	88173	90732	93289	95847	98404
<b>M1-M8</b>	67715	70273	72831	75388	89859	92417	94973	97529	100088	102645

**AGREEMENT AUTHORIZATION SCHEDULE DISTRICT 272**  
**SALARY SCHEDULE B**  
**2022 – 2023**

	Quarter BA	Quarter BA+ 15	Quarter BA+ 30	Quarter BA+ 45	Quarter BA+ 60/MA	Quarter MA+ 15	Quarter MA+ 30	Quarter MA+45	Quarter MA+ 60/SP	Quarter Ph.D
Step	Semester BA	Semester BA+ 10	Semester BA+ 20	Semester BA+ 30	Semester BA+ 40/MA	Semester MA+ 10	Semester MA+ 20	Semester MA+ 30	Semester MA+ 40/SP	Semester Ph.D
<b>A</b>	46248	48875	51503	54131	56760	59386	62016	64643	67271	69898
<b>B</b>	46889	49516	52144	54772	57401	60028	62655	65283	67911	70539
<b>C</b>	47529	50159	52786	55414	58041	60669	63296	65924	68552	71180
<b>D</b>	49453	52081	54708	57337	59962	62592	65218	67847	70474	73103
<b>E</b>	51375	54004	56631	59259	61886	64515	67142	69771	72397	75025
<b>F</b>	53298	55925	58554	61182	63809	66437	69064	71692	74321	76948
<b>G</b>	55221	57848	60477	63105	65732	68360	70986	73615	76242	78872
<b>H</b>	57143	59770	62399	65027	67655	70283	72910	75537	78168	80793
<b>I</b>	59067	61693	64321	66948	69578	72206	74834	77461	80087	82716
<b>J</b>	60990	63616	66244	68871	71499	74129	76756	79385	82011	84639
<b>K1-K5</b>	64065	66693	69322	71950	82843	85472	88099	90727	93354	95984
<b>L1-L7</b>	68487	71116	73742	76371	87972	90598	93227	95855	98483	101110
<b>M1-M8</b>	69578	72206	74834	77461	92330	94958	97585	100211	102840	105467

**DISTRICT 272**  
**CO-CURRICULAR SALARY SCHEDULE C**

**2021-2023**

NON-ATHLETIC ACTIVITIES

<b>POSITION</b>	<b><u>2021-22</u> Points</b>	<b><u>2021-22</u> Salary at \$120.00 Points</b>	<b><u>2022-23</u> Points</b>	<b><u>2022-23</u> Salary at \$123.00 Points</b>
<b>MUSIC</b>				
<b>HS INSTRUMENTAL MUSIC</b>				
Fall Marching Band – all positions	101	12120	101	12423
Pep Band – Head	.8 point per appearance appearances to be established 1649.85 annually			
Jazz Band – Head	16	1920	16	1968
Jazz Band – Asst.	10	1200	10	1230
Band Director – Head	16	1920	16	1968
Band Director - Asst.	14	1680	14	1722
Percussion Ensemble - Head	17	2040	17	2091
Percussion Ensemble - Asst.	13	1560	13	1599
Summer Marching Band – All Positions	108	12960	108	13284
Winter Colorguard - Head	18	2160	18	2214
Winter Colorguard - Asst.	14	1680	14	1722
<b>HIGH SCHOOL VOCAL MUSIC</b>				
Chamber Choir Director	20	2400	20	2460
Female Ensembles	4	480	4	492
Male Ensembles	4	480	4	492
Carolers Director	6	720	6	738
Choral (Choir) Director	12	1440	12	1476
Choral (Choir) Director - Asst.	10	1200	10	1230
Chamber Winds Director	12	1440	12	1476

<b>POSITION</b>	<b><u>2021-22</u> Points</b>	<b><u>2021-22</u> Salary at \$120.00 Points</b>	<b><u>2022-23</u> Points</b>	<b><u>2022-23</u> Salary at \$123.00 Points</b>
Chamber Orchestra Director	14	1680	14	1722
Orchestra Director	16	1920	16	1968
Music Listening Director	8	960	8	984
Middle School Music Ensembles	8	960	8	984
<b>ELEMENTARY SCHOOL MUSIC</b>				
4th -6 <sup>th</sup> Grade Choir Director	7	840	7	861
4 <sup>th</sup> -6 <sup>th</sup> Grade Choir Assistant	4	480	4	492
Concerts and performances shall be compensated at the rate of .45 point per performance.				
<b>STUDENT PUBLICATIONS</b>				
<b>High School</b>				
Annual	43	5160	43	5289
Eyrie	26	3120	26	3198
Art & Literary Sec.	5	600	5	615
<b>Central Middle School</b>				
Memory Book	18	2160	18	2214
<b>SCHOOL PROGRAMS</b>				
Elementary Student Council	7	840	7	861
Elementary School Patrol	3	360	3	369
Elementary Memory Book	9	1080	9	1107
High School Student Council	43	5160	43	5289
Middle School Student Council	26	3120	26	3198
Prom	20	2400	20	2460
Connect 9 – All Positions	24	2880	24	2952
NHS	43	5160	43	5289
DECA	29	3480	29	3567



<b>POSITION</b>	<b><u>2021-22</u> Points</b>	<b><u>2021-22</u> Salary at \$120.00 Points</b>	<b><u>2022-23</u> Points</b>	<b><u>2022-23</u> Salary at \$123.00 Points</b>
Business Professional Club – HS	28	3360	28	3444
Math Club – HS	20	2400	20	2460

**SCHEDULE D**

**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 2021-2023  
**Online Learning: Hours of Compensation**

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 Education Association (hereinafter referred to as the “Association”) as follows:

Teachers who deliver online course work and issue credit to students will be paid their hourly rate based on their step and lane. Without regular classroom time to guide the amount of pay, such teachers shall be paid for a minimum of three (3) hours per week for each week of course delivery. The hours per week shall be calculated according to the table below.

Number of Students	Hours Paid Per Week
1-5	3
6-10	4
11-15	5
16-20	6

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

\_\_\_\_\_  
Board Negotiator – Aaron Casper

\_\_\_\_\_  
EPEA President – Dominic Kirkpatrick

\_\_\_\_\_  
Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

Memorandum of Understanding 2021-2023  
**Early Childhood Special Education Stretch Calendar**

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 Education Association (hereinafter referred to as the “Association”) as follows:

1. Effective for the 2021-2023 school years, the School District and the Association agree to a Stretch Calendar for all new hires for the birth to three program for the Early Childhood Special Education Program (hereinafter referred to as “ECSE”) for the 2021-2023 school year. For the purpose of this memorandum, a “stretch calendar” is defined as a school year calendar from July 1 to June 30 of a given year. This will include keeping the total contract days at the number set in the EPEA Master Agreement (185 days) plus 5 additional pro-rata days of pay for a total of 190 days.
2. Effective for the 2021-2023 school year, the School District and the Association agree that all current birth to three ECSE teachers hired on or after July 1, 2008 will work under the stretch calendar for the 2021-2023 school year. Each school year, 2021-22 and 2022-23, teachers hired prior to July 1, 2008 will be given an option of working the stretch calendar or the calendar as defined in the EPEA Master Agreement. This option will be in place for teachers hired prior to July 1, 2008, for the 2021-23 school years.

The Association and the ECSE administration will jointly meet with the ECSE birth-to-three ECSE team who will be on a stretch calendar to set a mutually agreed upon stretch calendar for the 2021-22 and 2022-23 school year. These meetings will take place prior to the transfer process being conducted.

3. For all ECSE teachers hired prior to July 1, 2008, and who are choosing the option of not electing to participate in the stretch calendar will work the District 185-day calendar defined in the EPEA Master Agreement (185 days). The Association and the ECSE administration will meet jointly with each teacher who is less than full time to set a mutually agreed upon calendar for the 2021-22 and 2022-23 school years. These meetings will take place prior to the transfer process being conducted.
4. The Association and the District will review this agreement on an annual basis for the purpose of evaluating the implementation of the stretch calendar. During the annual review of this MOU, the Association and the District will assess the program with the intent to refine and continue the stretch calendar for the ECSE birth-to-three teachers hired after July 1, 2008, and a choice given to the ECSE birth-to-three teachers hired

prior to July 1, 2008 between the stretch calendar or the calendar defined in the EPEA Master Agreement.

This Memorandum of Agreement will sunset on June 30, 2023.

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

\_\_\_\_\_  
Board Negotiator – Aaron Casper

\_\_\_\_\_  
EPEA President – Dominic Kirkpatrick

\_\_\_\_\_  
Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

Memorandum of Understanding 2021-2023  
**EPEA President's Leave**

WHEREAS, Independent School District 272, Eden Prairie Public Schools and the EPEA (Eden Prairie Education 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; and

WHEREAS, the District and the EPEA recognize that the EPEA President plays a vital role in expanding the cooperation and collaboration both organizations seek; and

WHEREAS, the District and EPEA recognize that conducting the duties of the EPEA President is a time consuming endeavor; and

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

1. During the 2021-2023 school years, the school district shall grant a full (1.0 FTE) reassignment to the EPEA president, as a teacher on special assignment for fulfilling the duties of the EPEA president. The district shall act as the fiscal agent in paying the EPEA president's full salary as determined by his/her placement on the current salary schedule, and he/she shall receive benefits as though the teacher was employed under his/her normal teaching contract for the same contract time as provided for in the previous school year. The teacher serving as Association president retains the same rights to his/her position as assigned during the year preceding his/her EPEA presidency. The EPEA shall reimburse the district \$40,000 if the EPEA President elects this option.
2. By February 1<sup>st</sup> of 2022, EPEA will notify the District if it is the intent of the EPEA President to be full time released for 2022-2023, or if they will be considering the four-tenths or five-tenths reassignment as outlined in Article XI, Section 10, Subdivision 5. By February 1<sup>st</sup> of 2023, EPEA will notify the District if it is the intent of the EPEA President to be full time released for 2023-2024, or if they will be considering the four-tenths or five-tenths reassignment as outlined in Article XI, Section 10, Subdivision 5.
3. The District agrees to provide a private office space for the EPEA, for use by its President and other elected officers to conduct the business of the union, including:
  - A minimum of a desk, desk chair, phone, file cabinet, and the same district technology typically provided to other teachers.
  - The District and the EPEA agree that the EPEA materials in this office space will be treated as confidential EPEA property. The office will have a lock, and access will be limited to EPEA officers and District custodial staff performing routine maintenance.
  - Either party may cancel its participation regarding the usage of the office by providing notice of cancellation a minimum of 60 calendars days prior to the date of cancellation.

4. This agreement will be reviewed prior to the onset of 2023-2024 school year hiring timeline and is subject to recertification by both parties.

This Memorandum of Understanding expires on June 30, 2023 and it shall have no force or effect thereafter, unless so agreed in writing by the Union 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 Teachers' Master Agreement.

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

\_\_\_\_\_  
Board Negotiator – Aaron Casper

\_\_\_\_\_  
EPEA President – Dominic Kirkpatrick

\_\_\_\_\_  
Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

Q-Comp Memorandum of Understanding  
**Letter of Agreement – Alternative Compensation Plan 2021-2023**

Eden Prairie Schools’ primary goal is to increase student learning for each learner by providing each teacher with the support and tools to maximize his or her effectiveness as a teacher and encourage professional growth throughout the teacher’s career. The focus of the Eden Prairie Schools’ Alternative Compensation Plan is to attract, develop and retain high quality teachers.

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

1. Effective for the 2021-23 school years, the School District and the Association agree, contingent on approval by the Minnesota Department of Education, to enter into a one-year Letter of Agreement that includes a professional compensation system. The system includes a career ladder, professional development activities aligned with student needs, compensation linked to performance and student achievement, a comprehensive teacher evaluation system and an alternative pay schedule.
2. This agreement establishes a District Q-Comp Steering Committee, consisting of four teachers (EPEA President and three other teachers appointed by the EPEA President), the Q-Comp Coordinator and five administrators appointed by the Superintendent to meet regularly during the 2021-23 school years to assist in system oversight. This committee will also serve as the district Q-Comp appeal committee. In the event the school district does not employ a Q-Comp Coordinator, a fourth teacher will be appointed by the EPEA President (maintaining the membership agreement of five (5) EPEA teachers and five (5) district administrators).
3. This Letter of Agreement supersedes 2021-23 Master Agreement only with regard to:
  - a. An Alternative Compensation Salary Schedule shall be in effect for the 2021-23 school years. Teachers on the Alternative Compensation Salary Schedule shall receive a Performance Increment (a step on salary schedule) after a year of experience and after demonstrating proficiency, as deemed by their Q-Comp Coach Observer. The structure of this salary schedule shall be identical to the 2021-23 Master Agreement.
  - b. Individual Performance Awards of \$2300 per teacher will be paid to teachers who have completed three observations and demonstrated proficiency, as deemed by their Q-Comp Observer.

Teachers will receive \$1150 of their \$2300 Individual Performance Award in a Post-Employment Voluntary Employee Beneficiary Association (VEBA).

This Individual Performance Award will be paid on June 30, of each respective year.



Teachers on a leave of absence of more than two weeks (10 contract days) will receive a pro-rata award based on their FTE (adjusted for the days missed), unless all observations and PLC meeting requirements were met, by which the teacher will receive the full award.

Teachers resigning prior to the completion of the school year will not be eligible to receive a performance award, team award and site award for that respective school year.

Teachers hired after October 1 of each year, will not be eligible to receive a performance award for that school year.

A long-term substitute teacher (working less than the full year) will not be eligible for the performance award for the school year.

Probationary teachers released from their probationary contract due to performance reasons will not receive any Q-Comp Award.

Teachers who work less than full time (1.0 FTE per year) and at least 555 hours per contract year (an average of fifteen hours per week for the entire school year) and start on or before October 1 will choose to either:

1. Fulfill the same meeting expectations and observation requirements as a full-time teacher and receive the same Performance Award as a full-time teacher. Teachers electing this option will not receive additional compensation for meetings attended outside their regular workday.
  2. Fulfill the same observation requirements as a full-time teacher and attend a pro rata number of meetings. A teacher electing this option shall receive a pro rata amount of the Performance Award based on the teacher's fiscal FTE. Teachers electing this option will receive additional compensation for meetings attended outside their regular workday as approved by their supervisor and paid through site level funds.
- c. Collaborative Team Leads' allocations and job description will be reviewed by the Q-Comp Steering Committee prior to May 1 for each respective school year. Collaborative Team Leads will be compensated by a stipend in the amount of \$900. Payments will be made by June 30th of each year. The Q-Comp Steering Committee will review the Collaborative Leads training and content of the Collaborative Teams for each school year.

Each teacher will have two observation cycles based on the standards set the by Q-Comp Steering Committee within the Eden Prairie School District Framework

for Effective Teaching Standards. Q-Comp Coach Observers will determine proficiency after the second observation (third observation for probationary teachers). Teachers found non-proficient after two observations will have a third observation to determine proficiency by the principal/site administrator together with their Q-Comp Coach Observer. The 3<sup>rd</sup> observation cycle needs to be completed by May 8 of each school year.

- d. The third observation for tenured teachers found proficient after two observations will be conducted by the site principal/associate principal or supervisor at the Education Center.
  1. In the formative years of Minnesota Teacher Development and Evaluation, this observation will be a walk-through observation and a face to face meeting with the teacher to discuss their two Q-Comp observations conducted by their Q-Comp Coach Observer and the walk-through observation regarding student engagement.
  2. In the summative years of Minnesota Teacher Development and Evaluation, this observation will be a comprehensive evaluation of all the domains of the Eden Prairie School District Framework for Effective Teaching Standards.
- e. A teacher may appeal an observation report and ask to be observed by a different Q-Comp Coach Observer. The Q-Comp Coach Observer will be selected by the Executive Director of Human Resources. A written request for the replacement observation must be filed with the Executive Director of Human Resources within ten (10) working days of that observation's post-conference.
- f. Teachers not reaching proficiency by the end of each respective school year will not receive a Performance Increment (or step on the salary schedule) for the following school year and will not receive the Individual Performance Award for the respective school year. Continuing contract teachers not reaching proficiency by the end of the school year may request an additional observation during the following school year by the principal/site administrator prior to December 31. If at that time they demonstrate proficiency on the standards set forth by the Q-Comp Steering Committee within the Eden Prairie School District Framework for Effective Teaching Standards, then they will receive the Performance Increment retroactive to the start of that respective school year. Based on the requested additional observation, the principal/site administrator will make the final determination regarding proficiency.
- g. A PLC Award of \$100 per teacher will be paid to each teacher whose team (as determined by their site) has met the respective year's student achievement goals. Teachers who work less than full time (1.0 FTE per year) and at least 555 hours per contract year (an average of fifteen hours per week for the entire school year) and start on or before October 1 and participate in all Q-comp team meetings will

receive the same Student Achievement Team Award as a full time teacher. All student achievement team S.M.A.R.T. goals will be reviewed by the site TLC and then submitted to the Q-Comp Steering Committee to be recommended for approval. The site TLC will review data to see if student achievement goals have been met. This award will be paid on June 30 or within 30 days after the required data becomes available if after June 15.

- h. Site Achievement Awards of \$1 per teacher will be paid to each site that meets or exceeds the student achievement site goal. The award is to be dedicated to the expenditures connected to professional development for teachers and be targeted toward improving student achievement. All awards will be reviewed and approved by the Q-Comp Steering Committee. This award will be paid within 30 days after the required data becomes available. The site TLC will be responsible for the allocation of site funds. Any balance in this fund will carry over at the site for the following year.
- i. At the end of each school year, unspent district Q-Comp funds will be placed in a designated Q-Comp account. The district Q-Comp Steering Committee will receive budget statements at a fall and spring steering committee meeting regarding the Q-comp expenditures by site and also by the district. The Q-Comp Steering Committee will determine the future of such funds.
- j. Teachers will be expected to attend all the PLC meetings as determined by the site TLC committee. The site TLC's will present the Q-Comp calendar to their staff prior to May 15.
- k. Site PLC lead teams will review a proposed site calendar of PLC meeting dates before the end of each respective school year. These calendars will be shared with the Q Comp Coordinator.
- l. By February 28 of each year the Q-Comp Steering Committee will develop and review the Q-comp Budget for the respective school year. The Eden Prairie School District and the Eden Prairie Education Association will ensure that Q-Comp expenditures do not exceed Q-Comp revenues.
- m. The staffing ratio/model, hiring process, job descriptions, and time commitment for Q-Comp Observer/Coaches and Leads will be reviewed by the Q-Comp Steering committee prior to the Q-Comp Lead positions being posted. In the event that hiring is after the district hiring rounds, any openings as a result of Q-Comp Coach/Observer hiring will be a Round 2 posting for 5 days. Observer/Coaches will receive additional, pro rata compensation if it is determined that their assignment exceeds the definition of full time.
- n. Should the funding for the Q-Comp program be reduced by either state aid or reduced local levy to the point that the program could no longer be sustained, the EPEA and the Eden Prairie Schools agree to eliminate the Q-Comp Plan.

Teachers would return to the system of pay increases as it existed prior to the creation of Q-Comp. Any negotiated changes to the salary schedule and benefits not associated with Q-Comp will be maintained.

This Letter of Agreement will sunset on June 30, 2023. If a successor agreement is not reached prior to June 30, 2023, the association and district may mutually agree in writing to continue this agreement until a successor agreement is reached.

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

\_\_\_\_\_  
Board Negotiator – Aaron Casper

\_\_\_\_\_  
EPEA President – Dominic Kirkpatrick

\_\_\_\_\_  
Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

Memorandum of Understanding 2021-2023  
**Teacher Workload**

A joint committee shall be formed during the 2021-2023 contract term to review policies and practices related to the expectations of teachers outside of the student contact day. The committee will propose solutions in response to the areas of concern brought forward by both EPEA and district administration. The committee will include representative(s) from EPEA leadership.

This Memorandum of Agreement will sunset on June 30, 2023.

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

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Board Negotiator – Aaron Casper

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EPEA President – Dominic Kirkpatrick

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Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

Memorandum of Understanding 2021-2023  
**EP Online**

A collaborative team will be formed during the 2021-2022 school year to explore and gain further understanding of EP Online. The topics will include, but not be limited to, the mission/vision of EP Online, enrollment/revenue, compensation, staffing decisions, scheduling, and work expectations of the teachers in EP Online. The committee will include representative(s) from EPEA leadership.

This Memorandum of Agreement will sunset on June 30, 2023

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

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Board Negotiator – Aaron Casper

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EPEA President – Dominic Kirkpatrick

\_\_\_\_\_  
Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021

Memorandum of Understanding 2021- 2022  
**Early Retirement Incentive**

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 Education Association (hereinafter referred to as the “Association”) as follows:

1. Retirement Incentive. The collective bargaining agreement between the parties contains a retirement provision in Article XIII. This Memorandum of Understanding is in addition to the retirement provisions of this Article. The intent of this early retirement incentive is to:
  - a. Provide a one-time additional benefit incentive to allow employees to retire during a period pursuant to the provisions of this Memorandum of Understanding.
  - b. Improve the School District’s financial status.
  - c. Protect jobs and provide greater teacher job stability.
  - d. Improve site staffing stability.
2. Eligibility. To be eligible for the benefits of this Memorandum of Understanding, a teacher must meet all of the requirements of the following paragraphs:
  - a. Teachers wishing to participate must submit an irrevocable resignation, effective at the conclusion of the 2021-2022 school year in writing to the Executive Director of Human Resources, not later than the close of the business day on February 4, 2022 at 5:00 p.m. This Memorandum of Understanding will not be applicable to teachers who submit a resignation that is effective anytime prior to the end of the 2021-22 school year (teachers who submit a resignation prior to the end of the school year will not be eligible for this benefit). After February 4, 2022 the only retirement benefits for teachers who submit a resignation are those set forth in Article XIII of the collective bargaining agreement.
  - b. The teacher must have completed at least fifteen (15) years of full-time continuous service with the school district and be at least fifty-five (55) years of age.
  - c. “Full time” shall be defined as those teachers who are employed 24 or more hours per week during the past fifteen (15) years of continuous employment with the School District.
  - d. “Continuous uninterrupted service”, for purposes of this Memorandum of Understanding, shall be defined as continuous years employed in the Eden Prairie School District as a teacher or other position covered by the CBA. A year of leave shall not be counted as a year employed. However, a leave shall not break a

period of otherwise continuous service for the purpose of qualifying for the benefits under this Memorandum of Understanding.

3. Benefits. These benefits are in addition to benefits described in Article XIII:
  - a. An eligible teacher submitting a resignation pursuant to the provision of this Memorandum of Understanding shall have \$50,000 (based on a teacher's 1.0 FTE equaling \$50,000) placed in the teacher's VEBA account on June 30, 2022. The \$50,000 will be prorated for teachers working less than a 1.0 FTE (i.e. a .75 teacher will receive \$37,500).

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 Union 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 Teachers' Master Agreement.

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

**EPEA Representative**

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

\_\_\_\_\_  
EPEA Lead Negotiator – Charles Cooper

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Board Negotiator – Aaron Casper

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EPEA President – Dominic Kirkpatrick

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Board Negotiator – Kim Ross

\_\_\_\_\_  
Board Negotiator – Charles Strehl

\_\_\_\_\_  
Executive Director of Human Resources  
Thomas May

Date Ratified by School Board: September 13, 2021