

MEET AND CONFER AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 272

Eden Prairie, Minnesota

and

ADMINISTRATIVE
SUPERVISORY
TECHNICAL
EMPLOYEES

Effective July 1, 2022 through June 30, 2024

TABLE OF CONTENTS

ARTICLE	DESCRIPTIONS	PAGE
I.	COMPENSATION	1
II.	HOLIDAYS AND VACATIONS	
	Section A. Holidays	1
	Section B. Vacation	2
III.	INSURANCE	
	Section A. Medical-Hospitalization Insurance	3
	Section B. Dental Insurance	4
	Section C. Life Insurance	4
	Section D. Long Term Disability	5
	Section E. Eligibility	5
IV.	LEAVES	
	Section A. Sick Leave	5
	Section B. Bereavement Leave	6
	Section C. Jury Duty Leave	7
	Section D. General Leave	7
	Section E. Military Leave	7
	Section F. Medical Leave	7
	Section G. Personal Leave	7
	Section H. Sabbatical Leave	7
	Section I. Disaster Leave	8
	Section J. Leave Authorizations	8
	Section K. Insurance Application	9
	Section L. Eligibility	9
V.	PROFESSIONAL ABSENCE	9
VI.	MILEAGE REIMBURSEMENT	9
VII.	SEVERANCE PAY & HOSPITAL INSURANCE COVERAGES	
	Section A. Severance / Sick Leave Payout For Employees Hired Prior to July 1, 1998	10
	Section B. Hospitalization Insurance Coverages	11
VIII.	POST RETIREMENT HEALTH CARE VEBA	11

ARTICLE	DESCRIPTIONS	PAGE
IX.	TAX-SHELTERED ANNUITY MATCHING PROGRAM	12
X.	TUITION REIMBURSEMENT	13
XI.	TRAINING PERIOD	13
XII.	WORKERS COMPENSATION	13
XIII.	DURATION OF THE AGREEMENT	14
	APPENDIX	
	A. Salary Structure	17
	B. Grievance Procedure	18

ARTICLE I COMPENSATION

The salary of persons covered by this agreement shall be based upon the individual's responsibility level. Appendix A (attached to each copy of this agreement) indicates the responsibility levels and salary ranges.

The school district agrees to meet and confer bi-annually with representatives of the group for the purpose of reviewing the salary structure. It is recognized that determination of responsibility levels and placement of an individual within the salary structure shall be the exclusive responsibility of the school district.

Full-time employees shall receive fringe benefits provided for in this employment agreement. For the purpose of defining an employee who is full time, the term "full-time employee" shall include any employee working 25 hours or more per week, five hours per day, for a period of at least 175 working days per year inclusive of paid holidays. An employee working 875 hours or more per fiscal year without fulfilling the requirement of five hours per day, 25 hours or more per week and 175 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 are in the best interests of the educational program of the school district.

ARTICLE II HOLIDAYS AND VACATIONS

Section A. Holidays:

Paid holidays for persons covered by this agreement shall be as listed in the following schedule.

If school is held on one of the listed holidays, an alternate day, which is mutually agreeable to the supervisor and the employee, will be substituted.

SCHEDULE OF HOLIDAYS

<u>Holiday</u>	<u>260 Day Employee</u>	<u>235-259 Day Employee</u>	<u>204-234 Day Employee</u>	<u>175-203 Day Employee</u>
New Year's Day	X	X	X	X
Memorial Day	X	X	X	X
Independence Day	X			
Labor Day	X	X	X	
Thanksgiving	X	X	X	X
Friday After Thanksgiving	X	X	X	X
Christmas Day	X	X	X	X
* Floating Holiday	X	X	X	X
* Floating Holiday	X	X	X	X
* Floating Holiday	X	X	X	X
* Floating Holiday	X	X		
TOTAL	11	10	9	8

* The floating holidays shall be scheduled as mutually agreed upon by immediate supervisor and the employee.

Section B. Vacation:

Subd. 1. Eligibility: This section shall apply only to full-time employees working at least 25 hours per week for 260 days per year. When an employee works less than 8 hours per day, this section shall be computed on a pro rata basis.

Subd. 2. Earned Vacation: Employees working at least 25 hours per week for 52 weeks per year shall be entitled to 25 days of paid vacation.

Subd. 3. Applications:

- a. Vacation anniversary date shall be the employee's employment date. Vacation may be taken subject to the mutual agreement between the school district and the employee. Vacation shall be accrued at the beginning of each fiscal year.
- b. Employees who begin employment after the beginning of a fiscal year will accrue pro rata vacation through the end of that fiscal year.
- c. Accrued vacation is earned on a month-by-month basis. Therefore, employees terminating prior to the end of a fiscal year will receive pro rata pay for unused vacation days, provided such

employee provides the school district with at least two weeks advance notice of his/her resignation date. Employees who resign and who have used more vacation time than they have earned will have unearned days adjusted from their final paycheck.

- d. An employee may carry over ten (10) vacation days to the following school year.

**ARTICLE III
INSURANCE**

Section A. Medical – Hospitalization Insurance:

Subd. 1. Single Coverage – Not High Deductible with 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, 2022 to June 30, 2023: \$755.00 per month
July 1, 2023 to June 30, 2024: \$755.00 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 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 VEBA/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, 2022 to June 30, 2023:
Premium contribution: \$740.00 per month
VEBA contribution: \$ 75.00 per month

July 1, 2023 to June 30, 2024:
Premium contribution: \$740.00 per month
VEBA contribution: \$ 75.00 per month

If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee through payroll deduction.

Subd. 3. Family Coverage – Not High Deductible with 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, 2022 to June 30, 2023: \$1,231.00 per month
July 1, 2023 to June 30, 2024: \$1,281.00 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 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:

July 1, 2022 to June 30, 2023:
Premium contribution: \$1,109.00 per month
VEBA contribution: \$ 125.00 per month

July 1, 2023 to June 30, 2024:
Premium contribution: \$1,153.00 per month
VEBA contribution: \$ 125.00 per month

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

Section B. Dental Insurance:

The school district shall provide payment for either single or family dental benefits for dental programs as made available by the school district for eligible employees.

Section C. Life Insurance:

1. Basic Employee Life Insurance:

The school district shall provide each eligible employee with a group term life insurance policy in an amount representing two times the employee's base salary rounded to the nearest thousand dollars.

The payment of the premium will be handled in accordance with the following options:

- a. The school district shall pay the entire premium for the basic employee life insurance coverage unless the employee notifies the school district of its intent to pay a portion of the premium in accordance with paragraph (b) as follows.
- b. The employee may elect to have the school district pay the premium for only the first \$50,000 of basic life insurance coverage, and the employee will pay the premium cost for the coverage exceeding \$50,000.
- c. New employees shall be required to elect their option of choice within 30 days of their employment date.
- d. All employees have the option of revising their choice prior to 12/31 of each respective year.

2. Optional Life Insurance:

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

Section D. Long Term Disability:

The school district will pay the premium for the current long-term disability insurance plan for each eligible employee.

Section E. Eligibility:

Only "full-time employees" as defined in Section I.C. of this employment agreement shall be eligible for insurance benefits provided in this article.

**ARTICLE IV
LEAVES**

Section A. Sick Leave:

1. All full-time employees working 260 days a year shall earn sick leave at the rate of 14 days per year for each year of service. Such sick leave shall be a personal benefit to the employee only. Annual sick leave shall accrue at the beginning of the school year on a proportionate basis to the employee's workday. Employees working less than 260 days a

year shall earn pro rata sick days based upon the number of days worked for each year of service. Employees hired after July 1, 2014 will also be credited with an additional 14 days of disability in their first year of employment.

2. Unused sick leave days will accumulate to a maximum credit of 254 days of sick leave per employee of which a maximum of 240 days will carry over to the following year. This provision is not retroactive.
3. Each employee's accumulation of unused sick leave benefits shall be credited and communicated to the employee at the opening of each school year. A request for sick leave shall be processed upon submission of a signed request form.
4. Sick leave benefits with pay shall be allowed by the school district whenever an employee's absence is found to have been due to illness or disability, including pregnancy, which prevented attendance at school and performance of duties on that day or days.
5. The school district may require an employee to furnish a medical certificate from a district-designated physician or other qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick pay. However, the final determination as to the eligibility for sick leave is reserved to the school district.

It shall be the responsibility of each employee to provide medical certification by a doctor acceptable to the school district. Sick leave will not be paid by the school district unless medical certification is provided to the school district when requested.

6. AST employees may use sick leave up to the amount accumulated for serious illness of the employee or employee's minor child. Employees may also use sick leave not to exceed four (4) days per year for serious illness in the immediate family. Immediate family is defined as a spouse, parent, adult child, brother, sister, spouse's parent, or persons who reside in the employee's household. Subject to the discretion and pre-approval of the superintendent or designee, employees may also use up to six (6) additional sick leave days for a serious disability of a spouse, parent or adult child; however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person.

Section B. Bereavement Leave:

Up to five (5) days of paid leave shall be granted for death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, legal guardian, aunt, uncle, grandchild, daughter-in-law, son-in-law, niece, nephew, and spouse's grandparent, aunt, uncle, and persons who reside in the employee's household. Up to one (1) day of paid leave per year shall be granted for the death of any other relative or friend not covered in the definition of bereavement leave. Days used for this section shall not be deducted from sick leave.

Section C. Jury Duty Leave:

An employee 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 an employee serves on jury duty pursuant to this section, the school district will compensate the employee for the difference between the regular salary and the amount received as jury duty pay.

Section D. General Leave:

1. Employees 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.
2. Such leave may be granted by the school district for overseas teaching, Peace Corps, National Teacher Corps, child care leave, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the school district.

Section E. Military Leave:

Military leave shall be granted pursuant to applicable laws.

Section F. Medical Leave:

1. An employee who is unable to work 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.
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.
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 individual contract language.

Section G. Personal Leave:

A full-time employee may be granted one (1) day of personal leave per year.

Section H. Sabbatical Leave:

A sabbatical leave of absence for professional study may be granted to an AST employee subject to the following provisions:

1. In order to be eligible for a sabbatical leave, an AST employee must have completed at least seven consecutive years of employment in the Eden Prairie Schools.
2. No more than one AST employee shall be granted a sabbatical leave in any one year.
3. The proposed program of study must be approved in advance by the Superintendent. The professional study for which sabbatical leave is granted shall be directly related to the AST employee's assignment, unless otherwise agreed in writing.
4. Salary allowance granted to an AST employee on sabbatical leave shall be 60% of the employee's basic contract salary for the school year in which the sabbatical leave is taken. The pay reduction may be taken over two years by mutual consent. Length of the sabbatical leave will be determined on an individual basis dependent upon the proposed program of study.
5. An AST employee receiving a sabbatical leave must agree in writing to return to the school district for at least one year of service after completion of the sabbatical leave. An AST employee who fails to return and complete one year of service for any reason other than the individual's incapacity to perform the job shall refund monies received from the school district while on sabbatical leave.
6. Applications for sabbatical leave shall be submitted in writing to the Executive Director of Human Resources by March 15. Notice of action by the school district shall be given prior to April 15. The AST employee must confirm acceptance of a sabbatical leave by May 1.
7. An AST employee receiving a sabbatical leave in accordance with this section shall receive employment credit for the leave.

Section I. Disaster Leave:

The district shall provide disaster leave coverage for an AST employee who has exhausted accumulated disability days prior to the commencement of long-term disability benefits. An AST employee will become eligible for disaster leave coverage after the AST employee has been continually disabled and unable to work for thirty (30) consecutive work days as certified by a medical doctor. Disaster leave payments shall be retroactive to the day that regular disability leave payments expire and shall continue only for a period during which the AST employee remains continuously disabled and unable to perform his/her work function. Disaster leave payments shall cease on the 61st calendar day of disability.

Section J. Leave Authorizations:

General leaves and medical leaves shall be authorized by the school district. Other leaves shall be granted subject to submission of a properly signed and authorized report form reflecting appropriate information.

Section K. Insurance Application:

An employee on leave under D. and F. of this Section is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. However, an employee who has performed services at least ninety (90) days during the school year shall receive the pro rata portion of the school district contribution proportionate to the days worked to the regular duty year. 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.

Section L. Eligibility:

Only “full-time employees” as defined in Article I.C. of this employment agreement shall be eligible for leave benefits provided in Article II.

**ARTICLE V
PROFESSIONAL ABSENCE**

The district encourages employees covered by this agreement to pursue professional growth activities as approved by the school district. Persons covered by this agreement may be allowed to attend professional meetings and other activities of a professional nature with full pay when authorized by the school district. When personnel attend meetings on behalf of the school district, expenses shall be paid by the school district, if provided for and authorized in the budget. Such authorization should be obtained from the employee's supervisor in advance of the meeting to be attended.

**ARTICLE VI
MILEAGE REIMBURSEMENT**

Persons covered by this agreement may be provided a travel allowance to compensate for expenses incurred in the use of a private automobile for the transaction of school business.

The actual dollar amount of the travel allowance shall be determined by the school district after consultation with the administrator and such allowances, if any, shall be evaluated yearly by the school district. Any employee not receiving a travel allowance shall receive the mileage rate provided under the school policy.

**ARTICLE VII
SEVERANCE PAY AND HOSPITALIZATION INSURANCE COVERAGES**

Section A. Severance / Sick Leave Payout - For Employees Hired Prior to July 1, 1998

1. The school district shall provide four (4) pro rata days of severance pay for each full year of employment in the Eden Prairie School District. An AST employee is eligible for severance pay when he/she discontinues employment with the school district for any reason other than dismissal for cause. The rate of pay shall be calculated at the rate of the last day of employment. The divisor for the daily rate of pay will be 240 days (or pro-rata thereof for reduced contracts). Severance pay may not exceed an amount equivalent to six months of wages, per MN Statute 465.722.
2. AST employees shall also receive as severance pay 50% of unused accumulated sick leave, not to exceed the maximum limitations set forth in Article IV, Section A.
3. Total severance pay (including sick leave pay out) to any AST employee shall not exceed one year's salary nor any other limitations set forth in state statutes.
4. Election of Severance Pay Benefits
 - a. Severance pay shall be paid by the school district within 30 days of the AST employee's last day of employment. Severance pay shall not be granted to any AST employee who is discharged or terminated for cause by the school district.
 - b. If an AST employee dies before the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or, lacking same, to the deceased's estate.
 - c. An employee qualifying for severance pay provided for in Section VII, A. of this article will receive that severance pay as follows. The first 60% of the severance shall be contributed to the employee's account under the VEBA Trust for Eden Prairie Schools (the health reimbursement arrangement (HRA) sponsored by the school district that is funded with a VEBA authorized under Section 501(c)(9) of the Internal Revenue Code). The remaining 40% shall be contributed to the employee's account under a 403(b) plan (i.e., TSA account) sponsored by the school district that is funded solely with accumulated sick leave, vacation, and/or severance.
5. Offset Against Severance

District contributions to the tax-sheltered annuity matching program will be offset (be deducted from) the final severance amount upon retirement with the employee receiving the net amount as severance. Should the district's contributions to the tax-sheltered annuity matching program exceed eligible severance at the time of retirement, no severance payment will be due.

6. Full-time employees hired prior to 7/1/98 shall be eligible to receive severance. Full-time employees hired 7/1/98 or after shall be eligible to receive only the 403(b) matching program.

Section B. Hospitalization and Dental Insurance Coverage:

1. Employees Qualifying for School District Contributions to Retiree Insurance:

- a. For employees hired prior to July 1, 1995. An employee who retires pursuant to Article VII, A. with at least 15 years as an employee in the Eden Prairie School District, at least 20 years in TRA and/or PERA and who is 55 years of age or more shall be eligible to participate in a school-district-sponsored group medical-hospitalization insurance plan and dental insurance up to a maximum of \$950 per month, if permitted by the terms of the respective master group medical-insurance policy. Effective the first month of the employee's retirement, the district contribution towards medical-hospitalization and dental insurance premiums shall be paid by the school district. The employee's right to district contribution towards group insurance, however, will discontinue upon the employee becoming eligible for Medicare.
- b. The provisions of this agreement shall apply to AST employees contracted for 1,920 hours or more per year. Full-time AST employees, as defined in Article I.C. of this agreement, contracted for less than 1,920 hours per year shall receive a pro rata portion of this benefit by dividing the number of hours contracted by 1,920 and multiplying by the monthly premium. In case the contracted hours are not consistent from year to year, the numerator of this equation shall be determined by averaging the most recent five years. Once an employee is eligible for Medicare, benefits must be coordinated with Medicare.

2. Employees Not Qualifying for School District Contributions:

An employee who is 55 years of age or more but does not qualify for benefits under Subdivision 1 of this section shall be eligible to continue participation in a school-district-sponsored group medical-hospitalization insurance plan at the same level of participation as a full-time employee, if permitted by law and if permitted by the terms of the respective master group medical-hospitalization insurance plan, but the employee shall pay the entire premium commencing with the date of the employee's retirement. It is the responsibility of such an employee to make arrangements with the school district business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. Once an employee is eligible for Medicare, benefits must be coordinated with Medicare.

**ARTICLE VIII
POST RETIREMENT HEALTH CARE VEBA**

1. The School District shall provide a post-retirement Health Care Account (“Account”) to employees in AST classifications M and L who have completed five (5) full years of service as of June 30th of the fiscal year. The employee must be employed from July 1st to June 30th to be eligible for payment. The School District shall contribute \$3,000 annually to each employee upon completion of each fiscal year. Payments will be made by July 30th. The School District shall make no contributions to the Account after the employee ceases to be employed by the School District. Employees who resign prior to June 30th will not be eligible for payment for that fiscal year.
2. The School District shall provide a post-retirement Health Care Account (“Account”) to employees in AST classifications K, J, I and H. The employee must be employed from July 1st to June 30th to be eligible for payment. The School District shall contribute \$3,000 annually to each employee upon completion of each fiscal year. Payments will be made by July 30th. The School District shall make no contributions to the Account after the employee ceases to be employed by the School District. Employees who resign prior to June 30th will not be eligible for payment for that fiscal year.
3. The employee may receive reimbursement from the Account for expenses related to medical care, as defined under the Internal Revenue Code; however, the definition of expenses eligible for reimbursement may be modified if necessary to comply with applicable nondiscrimination requirements under the Internal Revenue Code.

ARTICLE IX
TAX-SHELTERED ANNUITY MATCHING PROGRAM – 403(b)

- A. Eligibility: Full-time employees in the district shall be eligible to participate in the tax-sheltered annuity matching program at the start of employment.
- B. The district match will begin on July 15 and will remain constant until June 30.
- C. This tax-sheltered annuity matching program will provide a dollar-for-dollar match of an eligible employee’s tax-sheltered annuity based on a percentage contribution of up to 2.25% of the employee’s base salary as of July 1 of each year. Any salary earned above and beyond base salary does not apply to the matching program.
- D. Employees may defer additional unmatched amounts of their compensation to the 403(b) program or in any other TSA of their choosing as is permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.
- E. The salary reduction program (403(b) tax-sheltered annuity program) shall be administered on an evenly distributed formula over each pay period.
- F. The employee may select any qualified company pre-approved by the State of Minnesota and also approved by the school district.

- G. The provisions of this section shall be administered in accordance with the district policy for TSA's.
- H. The parties agree that any description of benefits contained in this Article is intended to be informational only, and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

**ARTICLE X
TUITION REIMBURSEMENT FOR
ADVANCED COLLEGE COURSE WORK**

The school district shall reimburse 50% tuition expense, and required course fees, application fees and books up to \$150 per course for up to 9 credits in any one fiscal year for advanced (graduate level) college course work which pertains directly to the position. Correspondence courses will not be reimbursable. In order to be considered for reimbursement, all course work must be approved by the AST employee's supervisor prior to taking the course work. Tuition reimbursement will occur after an AST employee has satisfactorily completed the course with a grade equivalent of "C" or higher.

**ARTICLE XI
TRAINING PERIOD**

An employee under the provisions of this agreement shall serve a training period of twelve (12) calendar months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge, or initiate other discipline. During the training period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement. (See Appendix B).

**ARTICLE XII
WORKERS COMPENSATION**

- A. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

- B. A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.
- C. Such payment shall be paid by the school district to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.
- E. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show each of his/her Workers' Compensation checks to the school district prior to receiving payment from the school district for his/her absence.

**ARTICLE XIII
DURATION OF THE AGREEMENT**

- 1. Duration of Agreement
This Agreement is for the period commencing July 1, 2022 and ending on June 30, 2024, unless it is terminated during such period for any of the reasons set forth in Article XIII, Section 2 below. Also, with written notice to an AST employee, all contractual obligations to him/her shall automatically cease and his/her employment will end effective on the expiration date of this Agreement (June 30, 2024).
- 2. Termination of Employment
 - a. Probationary Period
An AST employee shall serve a 12-month probationary period during which the School District has an unqualified right to suspend without pay, discharge, or otherwise discipline, and the employee shall not have recourse under the grievance procedure for such actions.
 - b. Termination
After expiration of the probationary period, an AST employee may be immediately discharged for just cause, as determined by the School District. The School District is not required to utilize any form of progressive discipline prior to termination of employment.
 - c. Elimination of Position
Employment may be terminated immediately upon elimination of the AST employee's position, and all contractual obligations to the employee cease on the employee's last day of employment. The grievance procedure does not apply to

termination of employment due to elimination of a position.

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

**EDEN PRAIRIE
INDEPENDENT SCHOOL
EDEN PRAIRIE, MN 55344
DISTRICT NO. 272**

School Board Chair

Executive Director of Human Resources

Date Ratified by School Board: May 23, 2022

APPENDIX A
ADMINISTRATIVE – SUPERVISORY – TECHNICAL POSITIONS
2022-2024 SALARY STRUCTURE

All base salaries, steps, degrees, and additional factors are based on 260 days, 40 hours per week.
 Employees working fewer than 260 days will receive pro rata pay.

Level	2022-2023 Establishes the Base Salary	2023-2024 Establishes the Base Salary
M	\$ 83,101	\$ 85,386
L	\$ 90,730	\$ 93,225
K	\$ 100,179	\$ 102,934
J	\$ 110,842	\$ 113,890
I	\$ 123,890	\$ 127,297
H	\$ 145,500	\$ 149,501

STEPS

3	5	8	10
3,000	4,000	5,000	8,000

Employees who have earned the \$10,000, 20 year step will be grandpersoned in at that rate of pay. All future 20- year step increases will remain at \$8,000.

DEGREE

Level	Masters	Specialist	Doctoral
M through H	1,700	3,000	5,000

Employees who had achieved an advanced degree prior to July 1, 2000, were grandpersoned at the 1999 / 2000 rate if that rate exceeded the 2000 / 2001 rate.

All other employees will be at the above rate effective July 2001.

Note: Additional factor – An additional factor may be added to a position for such reasons as market comparison of teachers moving into the unit to make salaries comparable. This factor is established through the authority of the Superintendent and Executive Director of Human Resources. It is important to be cognizant of the impact future step increases will have on an employee's total salary when added to an additional factor in succeeding years. Factors do not increase with salary increases.

APPENDIX B 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 Policy.

Section 2. Representative:

The employee, 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 Policy 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 Policy allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred, or within 15 days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. 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, which 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 within 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 Superintendent of Schools, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review:

The school board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the school board or its representative notifies the parties of its intention to review within 10 days after a decision in Level I or Level II has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within 13 days after notification of intent to review.

Section 7. Denial of Grievance:

Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Grievance Form:

A form, which must be used for filing of grievances, provided herein as Appendix B, shall be provided by the school district. Such form shall be readily accessible.

Director of Special Education	H
Director of Curriculum & Learning	I
Director of Early Childhood and ECSE	I
Director of Employee Services	I
Director of Facilities, Grounds & Safety	I
Director of Finance	I
Director of Food & Nutrition Services	I
Director of Technology	I
Director of Transportation	I
Administrative Deans	K
Assistant Director of Student Activities	K
Director of Adult Programs & Community Engagement	K
Director of Youth Programs	K
EL Program Supervisor	K
Administrative Coordinator of Special Programs	L
Assessment Coordinator	L
Benefits Coordinator	L
Data Analyst	L
Early Childhood Coordinator	L
Emergency Management Coordinator	L
Facilities & Safety Coordinator	L
Finance Coordinator	L
Instruction Excellence Coordinator	L
Tassel Program Coordinator	L
Child Nutrition Coordinator	M
Transportation Coordinator	M