

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 272

Eden Prairie, Minnesota

and

**EDEN PRAIRIE
SUPERVISORS AND SPECIALISTS**

Effective July 1, 2022 through June 30, 2024

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ARTICLE I COMPENSATION

The salary of positions covered by this agreement shall be based upon the individual's responsibility level as shown in Appendix A.

While the school district reserves the right to set salaries, it will seek and receive input from members of the supervisors and specialists regarding the salary structure. The input may be in the form of written or oral communications.

Full-time employees shall receive the fringe benefits provided for in this employment agreement. For the purpose of defining an employee who is fulltime, 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 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 FRINGE BENEFITS

Section 1. Holidays:

Employees shall perform services on those days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school.

Any school district holiday which falls within an employee's vacation period shall not be counted as a vacation day.

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

	260 Day Employee	235-259 Day Employee	204-234 Day Employee	175-203 Day Employee
January 1	X	X	X	X
Memorial Day	X	X	X	X
Independence Day	X			
Labor Day	X	X	X	
Thanksgiving Day	X	X	X	X
Friday after Thanksgiving	X	X	X	X
December 25	X	X	X	X
*Floating Holiday	X	X		
* Floating Holiday	X	X	X	X
* Floating Holiday	X	X	X	X
* Floating Holiday	X	X	X	X
TOTAL	11	10	9	8

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

Section 2. 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 20 days of paid vacation.

- a. After 10 years of consecutive employment: 25 days
- b. After 28 years of consecutive employment: 28 days

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 1. 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 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:	\$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 2. 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 3. Life Insurance:

1. **Basic Employee Life Insurance**

The school district shall provide each eligible employee under this agreement 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 school district will pay the total premium for the life insurance for each eligible employee.

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 4. Long Term Disability:

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

Section 5. Workers Compensation:

1. 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.
2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers Compensation.
3. Such payment shall be paid by the school district to the employee only during the period of disability.
4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.
5. 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 pay pursuant to this policy

shall show each of the Workers Compensation checks to the school district prior to receiving payment from the school district for the absence.

Section 6. Claims Against the School District:

The parties agree that any description of insurance benefits contained in this contract are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. No claim shall be made against the school district as the result of denial of insurance benefits by insurance carriers.

**ARTICLE IV
LEAVES**

Section 1. Sick Leave:

1. All full-time employees shall earn sick leave as provided in the schedule shown below. 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 work day.

<u>Number of Days Per Year of Employment Leave</u>	<u>Number of Days Per Year of Disability Leave</u>
260 Day Employees	14
235-259 Day Employees	11
204-234 Day Employees	10
175-203 Day Employees	9

Employees hired after July 1, 2014 will also be credited with an additional 14 days of disability in their first year of employment (earned pro-rata).

2. Unused sick leave days will accumulate to a maximum credit of 254, of which 240 days will carry over to the following year.
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 which prevented performance of duties on that day or days.
5. The school district may require an employee to furnish a medical certificate from the 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 such leave is reserved for 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. An employee may use sick leave up to the amount accumulated for serious illness for the employee or minor child. An employee may also use sick leave not to exceed five (5) days per year for serious illness of a spouse, parent or adult child.
7. Eden Prairie school district employees transferring from another exclusive representative group to the Eden Prairie Supervisors and Specialists group will carry accumulated sick leave forward from the original group to EPSS.

Section 2. 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, 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 disability leave.

Section 3. 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 4. 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 Peace Corps, child care leave, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the school district.

Section 5. Military Leave:

Military leave shall be granted pursuant to applicable laws.

Section 6. 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, at the discretion of the school district, such employee's employment may be terminated.

Section 7. Personal Leave:

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

Section 8. Leave Authorizations:

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

Section 9. Disaster Leave:

The district shall provide disaster leave coverage for an EPSS employee who has exhausted accumulated disability days prior to the commencement of long-term disability benefits. An EPSS employee will become eligible for disaster leave coverage after the EPSS 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 EPSS 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 10. Insurance Application:

1. 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.

2. The school district shall provide medical-hospitalization and dental insurance as described in paragraphs A and B of Article III of this agreement when an employee is on leave of absence due to a work-related injury compensable under the provisions of the Workers' Compensation Act and when also receiving sick leave benefits as provided in Section E of Article III of this agreement. The school district will continue to provide medical-hospitalization and dental insurance from the first day of the month following the expiration of paid sick leave for a maximum of 12 months or until the return to work, whichever occurs first.

Section 11. Eligibility:

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

**ARTICLE V
PROFESSIONAL ABSENCE**

The district encourages employees covered by this agreement to pursue school-district-related 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 / RETIREMENT PAY
For employees hired prior to July 1, 1999**

- A. The school district shall provide one pro rata day of severance/retirement pay for each full year of employment as a full-time EPSS employee in the Eden Prairie school district.

Calculations for accumulating severance/retirement pay under this paragraph shall not be retroactive and shall start as of July 1, 1989. An EPSS employee is eligible for severance/retirement pay when he/she discontinues employment with the school district for any reason other than dismissal for cause. In case of death, the benefits from this paragraph shall be paid to the employee's beneficiary as designated on the Designation of Beneficiary card for life insurance. 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).

- B. Full-time employees who have completed at least eighteen (18) years of continuous service with the school district and who are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this paragraph upon submission of a written resignation accepted by the school district. Eligible employees shall receive as severance pay an amount representing thirty (30) days' pay or the amount in paragraph A, whichever is more, but not both. In case of death, an employee who otherwise qualifies for benefits under the provisions of this paragraph shall have such benefits paid to the employee's beneficiary as designated on the employee's Designation of Beneficiary card for life insurance. An employee qualifying for severance pay provided for in Section VII, A. of this article will receive that severance pay as follows. The first 50% 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 50% 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.

Severance pay may not exceed an amount equivalent to six months of wages (per MN Statute 465.722).

- C. EPSS 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. Total severance pay to any EPSS employees shall not exceed one year's salary or any other limitations set forth in state statutes. An employee qualifying for severance pay provided for in Section VII, A. of this article will receive that severance pay as follows. The first 50% 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 50% 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.

Severance pay may not exceed an amount equivalent to six months of wages (per MN Statute 465.722).

- D. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate as of the last day of employment, as provided for in the salary schedule for the

employment policy, and shall not include any additional compensation for overtime or other extra compensation.

- E. At the option of the employee, severance pay shall be paid by the school district within 30 days of the effective date of retirement; however, this severance pay shall not be granted to any employee who is discharged for just cause by the school district.
- F. If an employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

G. Hospitalization Insurance Coverages

1. Employees Qualifying for School District Contributions: Employees hired prior to July 1, 1996.

- a. For employees hired prior to July 1, 1996. An employee who retires pursuant to this Section with at least 20 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 with the school district contribution to be up to \$1,300 per month, if permitted by the terms of the respective master group medical insurance policy. This language applies to employees who retire after June 30, 2006. Effective the first month of the employee's retirement, the school district shall contribute up to \$1,300 per month toward single or family medical-hospitalization insurance premiums and the dental insurance premiums. School district contribution to such group insurance, however, shall discontinue upon the employee becoming eligible for Medicare.

The provisions of this agreement shall apply to EPSS employees contracted for 1,920 hours or more per year. Full-time EPSS 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.

- b. For employees hired prior to July 1, 1996. An employee who retires pursuant to this Section with fifteen (15) years as an employee in the Eden Prairie School District and who is 55 years of age or more shall be eligible to participate in a school-district-sponsored group medical-hospitalization insurance plan with 50% of the district's contribution as described in section a. above. The employee's right to continue receiving school district contributions toward these premium payments for said group

insurance will discontinue upon the employee becoming eligible for Medicare.

**ARTICLE VIII
POST RETIREMENT HEALTH CARE VEBA**

1. The School District shall provide a post-retirement Health Care Account (“Account”) to employees 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 Level I, II, and III employee and \$1,000 annually to each Level IV 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 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 shall be eligible to participate in the tax-sheltered annuity matching program.
- 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.
- I. **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.
- J. Full-time employees hired prior to 7/1/99 shall be eligible to receive severance. Full-time employees hired 7/1/99 or after shall be eligible to receive only the 403(b) matching program.

ARTICLE X TUITION REIMBURSEMENT

Section 1. Employee-initiated Educational Opportunities:

The school district shall reimburse 50% tuition expense for up to three credits per academic session not to exceed a total of nine credits in any one fiscal year for college course work which pertains directly to the position or other educational options. In order to be considered for reimbursement, all coursework must be approved by the EPSS employee's supervisor and the Executive Director of Human Resources prior to taking the coursework. Tuition reimbursement will occur after an EPSS employee has satisfactorily completed the course with a grade equivalent of "C" or higher, if applicable.

Section 2. Employer-initiated Educational Opportunities:

Tuition, travel and out-of-pocket expenses related to employer-initiated educational opportunities shall be paid for by the school district in accordance with school district policy.

**ARTICLE XI
GENERAL EMPLOYMENT PROVISIONS**

Section 1. Probationary Period:

An employee under the provisions of this agreement shall serve a probationary 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 implement other discipline as may be appropriate. During the probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement.

Section 2. Basic Services:

Staff members represented by this agreement shall faithfully perform the services of their position as prescribed by the school district or its designated representative, abide by the rules and regulations as established by the school board and State Board of Education, for the annual salary shown on Appendix A, and shall serve in the schools of said district as assigned by the respective department director.

**ARTICLE XII
DURATION OF THE AGREEMENT**

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 EPSS 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).

1. **Termination of Employment**

a. **Probationary Period**

An EPSS 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 EPSS 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 EPSS 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.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this agreement.

Section 2. Representative:

The employee, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party in his/her behalf.

Section 3. Definitions and Interpretations:

1. Extension: Time limits specified in this policy may be extended by mutual agreement.
2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.
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.
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:

1. Level I: If the grievance is not resolved through informal discussions, the respective department director shall give a written decision on the grievance to the grievant involved within 5 days after receipt of the written grievance.
2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director of Business Services, provided such appeal is made in writing within 2 days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Business Services, the Executive Director of Business Services or his/her designee shall set a time to meet regarding the grievance within 5 days after receipt of the appeal. Within 5 days after the meeting, the Executive Director of Business Services or his/her designee shall issue a decision in writing to the parties involved.
3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent provided such appeal is made in writing within 2 days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent or designee, he/she shall meet regarding the grievance within 5 days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Section 6. Denial of Grievance:

Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance. If there is another level of appeal available, the employee may appeal it to that next level.

Section 7. 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.

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
EPSS SALARY SCHEDULE
JULY 1, 2022 THROUGH JUNE 30, 2024

	2022-2023 Base Salary 8 hrs/day / 260 days	2023-2024 Base Salary 8 hrs/day / 260 days
Level I	\$ 87,703	\$ 90,115
Level II	\$ 83,168	\$ 85,455
Level III	\$ 80,022	\$ 82,223
Level IV	\$ 68,398	\$ 70,279

Employee	Responsibility Level
Maintenance Operations Coordinator (ASC/CMS) (HS) (Grounds)	I
Technology Services Coordinator	I
Technology Systems Coordinator	I
Payroll Coordinator	I
Technology Systems Administrator I	II
Maintenance Operations Asst Coordinator (HS)	II
Maintenance Operations Coordinator (Elem)	II
College and Career Student Specialist	III
Communications Specialist	III
Digital Resource & Tech Train Specialist	III
Facilities Use Supervisor	III
Family Resource Specialist	III
Inclusion Supervisor	III
Marketing & Communications Coordinator	III
Outreach and Engagement Supervisor	III
School Age Care Supervisor	III
Special Revenue Accountant	III
Staff Accountant	III

Employee	Responsibility Level
Staffing Coordinator	III
Welcome Center Lead	III
Youth Program Supervisor	III
MARSS Specialist	IV
Public Health Coordinator	IV
Technology Systems Administrator II	IV

* Grandpersoned in at Level II pay

Footnote: Employees working beyond their scheduled work year will be paid on a pro rata basis of their regular salary.

Longevity: Upon completion of five (5) years of employment, employees will be paid an additional \$1,000.00 per year; upon completion of 10 years of employment, employees will be paid an additional \$2,000 per year. Effective July 1, 2020 the 20-year longevity increment is removed from the agreement. The following employees will be grandpersonned in at receiving the 20-year longevity increment of \$2,500: Robert Gauvin, Paul Price, Rebecca Enger. These amounts are for 260 Day, 8-hours-per-day employees and will be paid pro rata to employees who work fewer hours.

APPENDIX B

GRIEVANCE REPORT FORM
Independent School District No. 272
Eden Prairie, Minnesota

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 Principal's
Organization Representative

Copies to: Superintendent
Exclusive Representative
Executive Director of Human Resources