

**MASTER AGREEMENT**  
**INDEPENDENT SCHOOL DISTRICT NO. 273**  
**EDINA PUBLIC SCHOOLS**  
**AND THE**  
**EDINA ADMINISTRATIVE COUNCIL**  
**JULY 1, 2022 THROUGH JUNE 30, 2024**



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## **1. INTRODUCTION**

### 1.1 Master Agreement

This Agreement is made and entered into by and between Independent School District No. 273, Edina Public Schools ("Employer") and the Edina Administrative Council ("EAC").

### 1.2 Definitions

The following definitions are applicable to terms used in this Agreement:

Administrator. Any person who holds a position in the unit for which EAC is the certified exclusive representative and who works more than 14 hours per week and 100 work days per year.

Duty Day. Any work day that an administrator is required to perform duties as established by the Employer.

Terms and Conditions of Employment. The hours of employment, compensation including fringe benefits, except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the administrator. This definition does not include the educational policies of a school district. This definition is subject to Minn. Stat. § 179A.07.

Other Terms. Other terms not specifically defined have the definitions given them under PELRA.

### 1.3 Recognition

The Employer recognizes EAC as the exclusive representative of all administrators in the positions of Principal, Assistant Principal, and Activities Director for the purpose of negotiating terms and conditions of employment.

### 1.4 Vacancy Notification

Administrative vacancies are posted on the District's website. Applications for vacancies must be submitted via the internal application to the online application process. Each administrator applying for and who is appropriately licensed and qualified will be granted an interview prior to filling the position.

### 1.5 Rights and Obligations

#### 1.5.1 Rights of Administrators

Nothing in this Agreement denies or restricts any rights the administrator may have under state or federal law.

### 1.5.2 Rights of the Employer

State law has vested in the Employer the authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the Employer continues unimpaired, except as limited by a specific provision of this Agreement.

## **2. WORK YEAR**

### 2.1 Duty Weeks and Vacation Days

An administrator will work 52 duty weeks each fiscal year.

A principal assigned to 52 weeks will receive 30 days of vacation annually. An assistant principal assigned to 52 weeks will received 35 days of vacation annually. Any administrator assigned less than 52 weeks will receive a prorated vacation allotment (e.g., employee whose assignment is one-half of the fiscal year would receive 15 days. The scheduling of vacation days is by mutual agreement between the supervisor and administrator. A full-time administrator for purposes of Section 2.1 is employed for a full fiscal year for more than 30 hours per week.

When attending conventions or other professional meetings, it may be necessary for administrators to attend meetings or travel to or from the meeting site on weekends. As a professional exempt employee, the employee may be flexible in the employee's work week when weekend meetings or travel occur.

Administrators may carry forward up to 30 vacation days into the next fiscal year. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the school year.

At the time of separation from the district, the administrator will be paid for any remaining unused vacation days, based upon an accrual at the time of separation.

### 2.2 Holidays

Administrators have 12 holidays each fiscal year as designated by the Employer.

### 2.3 Strikes and Emergency Closings

If the school year is extended due to a strike or work stoppage by other employees, administrators who are required by the Employer to perform

duties beyond their contracted number of days will receive compensation on a per diem basis for the performance of these duties.

#### 2.4 Calculation of Daily Rate of Pay

To determine an administrator's daily rate of pay, the annual base salary is divided by the number days listed below:

<u>Position</u>	<u>Days</u>
Principal	219 days
Assistant Principal	214 days

### **3. SALARIES**

#### 3.1 Basic Compensation

Administrative salaries contained in Appendix A have been established according to the procedures identified in said Appendix.

#### 3.2 Extra Duty Assignment

The Employer may create extra duty administrative assignments and will offer assignment of such positions to administrators. No administrator is required to accept an offer for an extra duty assignment. Contracts for extra duty assignments must include the specific assignment, the duration of the assignment, all required and special provisions pertaining to the assignment, the compensation for the assignment. Compensation is based on the administrator's prorated weekly salary multiplied by the number of weeks agreed to by the Employer and the administrator.

#### 3.3 Tax-Deferred Matching Contribution Plan

An Employer contribution is payable to an administrator's tax-deferred matching contribution plan, subject to the following subsections.

##### 3.3.1 Matching Salary Deduction

The Employer contribution is not payable unless the administrator authorizes a matching salary reduction up to the amount the employee is eligible to receive under Subsection 3.3.3.

##### 3.3.2 Employer Contribution

The amount of the Employer contribution will be up to three percent of the administrator's annual base salary with a maximum Employer contribution of \$4250 per year. If a change in training for the administrator is approved after the school year begins, the three percent will be adjusted to include the additional salary, up to the maximum allowed. If subsequent agreements are settled after the school year begins, the three percent will be adjusted to include

any additional raise in the administrator's salary, up to the maximum allowed.

### 3.3.3 Administrator and Employer Contribution

The Employer contribution and matching administrator contribution will be made to a district-approved company of the administrator's choice, subject to Subsection 3.3.1. The administrator is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

### 3.3.4 Special Situations

Administrators on sabbatical leave are eligible to participate in the tax-deferred matching contribution plan. Administrators on other types of leave are not eligible to participate in the tax-deferred matching contribution plan.

## **4. HEALTH AND WELFARE BENEFITS**

The Employer will provide administrators the health and welfare benefits as follows. It is understood that the provisions described are general statements of the coverages provided and that the administrator's eligibility for benefits is governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

### 4.1 Life Insurance

#### 4.1.1 Basic Group Life Insurance

An administrator is eligible for basic group term life insurance coverage in an amount equal to twice the employee's basic annual salary rounded up to the next whole thousand. If insurance coverage exceeds \$250,000, the insurance provider may require proof of insurability. The Employer pays the entire premium for this coverage.

#### 4.1.2 Supplemental Coverage

An administrator may also apply for supplemental coverage in \$10,000 increments up to the administrator's basic annual salary. Premiums for this coverage will be paid by the administrator through payroll deduction. Administrators electing to take the maximum supplemental coverage will receive an additional Employer-paid supplemental coverage in an amount equal to the administrator's base salary rounded up to the next whole thousand.

An administrator may also apply for supplemental group term life insurance coverage for a spouse or dependent child as stipulated in the additional life insurance certificate. Premiums for this

coverage will be paid by the administrator through payroll deduction.

#### 4.1.3 Accidental Death and Dismemberment Coverage

An administrator is eligible for accidental death and dismemberment insurance coverage in an amount equal to four times the employee's basic annual salary rounded up to the next whole thousand. The Employer pays the entire premium for such coverage.

#### 4.2 Income Protection Insurance

An administrator is covered by income protection insurance in the amount of two thirds (2/3) of the administrator's basic annual salary up to a maximum benefit of \$10,000 per month. Payments begin after 65 days of continuous absence due to disability and (1) continue to age 70; or (2) if the disabling event occurs after 70, payments will occur for 12 months; or (3) if the disabling event occurs prior to age 70 but continues after age 70 and the administrator has not received 12 months in benefits, payments will occur for 12 months. The Employer pays the entire premium. An administrator receiving income protection insurance benefits also remains eligible for the Employer contributions for medical insurance.

#### 4.3 Medical Insurance

Participation in the medical insurance programs is voluntary. The Employer will contribute the following amounts toward the monthly premium of each administrator enrolled in the coverages available.

Type of Coverage	Effective 01/01/21	Effective 01/01/23
Single	\$625.92	\$662.58
Single + One	\$1342.88	\$1379.54
Family	\$1764.06	\$1800.72

In the event an administrator selects a medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into an administrator's health savings plan, the difference between the Employer contribution and the amount of the monthly premium.

An administrator will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the administrator is enrolled.

#### 4.4 Dental Insurance

The Employer will provide a dental insurance program for full-time administrators. Participation in this program is voluntary. The Employer will contribute up to the following amounts toward the monthly premium for each administrator enrolled in the coverages available.



Type of Coverage	Effective 07/01/20
Single	\$40
Single + One	\$75
Family	\$121

An administrator enrolled in the program will contribute through payroll deduction, any excess of monthly premium over the Employer contribution toward the type of coverage for which the administrator is enrolled.

## 5. PROFESSIONAL EXPENSES

### 5.1 Automobile Travel Reimbursement

Approved mileage for travel outside the district is reimbursed at the current IRS mileage rate established by the Employer. When an administrator or supervisor is requested to represent the district at a meeting or to visit a site beyond the district, the Employer will reimburse the person at the current per mile rate.

### 5.2 Meetings in Pursuit of District Interests

The Employer will reimburse an administrator for necessary expenses incurred while attending authorized meetings representing the interests of the district.

### 5.3 Professional Meetings

The Employer will reimburse an administrator for necessary expenses incurred for Employer-approved attendance at local, state, and national conventions, conferences, workshops, seminars and institutes. See also Section 6.6, Policy on Reimbursable Convention Expenses, and School Board policies.

### 5.4 Membership in Professional Organizations

An administrator's membership in professional organizations may enhance the administrator's ability to exercise educational leadership within the district. When the Employer requests an administrator to belong to a professional organization, either for a specific school year or on a continuing basis, the Employer will reimburse the administrator for fees associated with the membership. The Superintendent will notify an administrator in writing of eligibility for reimbursement.

The Employer will pay the membership dues for one approved national organization and one approved state organization for each administrator. An approved list of professional organizations will be jointly determined by the administrative committee on policies and procedures.

## 5.5 Tuition Reimbursement

If the Employer requests that an administrator takes a specific course or courses from an academic institution, the Employer will reimburse the administrator for tuition costs. The Superintendent will notify the administrator in writing of the specific course or courses requested by the Employer for which the administrator will be reimbursed. A request may be initiated by the administrator.

## **6. BASIC LEAVE ALLOWANCE**

An administrator receives a one-time basic leave allowance of 35 days in addition to the amount granted below annually. Basic leave allowance is granted each fiscal year according to the following schedule, provided that an administrator has served for a minimum of 20 business days within the fiscal year. If an administrator is hired mid-year or leaves mid-year, the basic leave allowance will be prorated. Leave not used during the fiscal year may accumulate without limit.

<b>Weeks Assigned</b>	<b>Annual Days</b>
52	18

### 6.1 Basic Leave

An administrator may use one day of accumulated basic leave for each day of personal illness. An administrator who has been absent may be required to present a statement to the Director of Human Resources from a physician verifying an illness and certifying that the administrator has recovered sufficiently to return to the employee's normal duties. An administrator absent more than five consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five consecutive working days, an administrator will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

Basic leave benefits are coordinated with any other benefits received by an administrator from Workers' Compensation or other sources paid for, in whole or in part, by the Employer, so that the total pay received by an administrator from all sources does not exceed the administrator's regular daily rate of pay. The administrator's basic leave will be deducted in the amount necessary to bring the administrator to the administrator's regular daily rate of pay.

If the administrator has exhausted all accumulated basic leave, the administrator is entitled only to the benefits available from sources other than basic leave.

## 6.2 Disaster Leave

For the duration of the contract, refer to the Sick Leave Pool Memorandum of Understanding which supersedes this section upon the establishment of the Sick Leave Pool.

The Employer will provide disaster leave coverage for an administrator who has exhausted accumulated basic leave days prior to the commencement of income protection insurance benefits. An administrator becomes eligible for disaster leave coverage after the administrator has been continuously disabled and unable to work for 15 consecutive business days, as certified by a physician. Disaster leave payments begin on the first business day following the last day of basic leave payment, and continues only for the period during which the administrator remains continuously disabled and unable to work.

Disaster leave payments will cease in any event after the 65<sup>th</sup> duty day of absence.

## 6.3 Family Illness or Bereavement Leave

An administrator may use accumulated basic leave for absences due to an illness or injury to the administrator's dependent child for reasonable periods as the administrator's attendance with the child may be necessary, on the same terms the administrator is able to use accumulated basic leave for the administrator's own illness or injury.

For absence because of illness in the family, an administrator may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, any relative or non-relative living in the household of the administrator, or others as required by state law. When a physician certifies that in-home care is essential because of illness or injury of an administrator's spouse, the administrator may deduct up to 15 days from accumulated basic leave with no salary deduction.

For absence because of death in the family or of friends, an administrator may deduct a reasonable number of days per incident from accumulated leave at no salary deduction.

## 6.4 Personal Business Leave

For absence required for the transaction of personal business that cannot be completed outside business hours, up to two days during any fiscal year may be deducted from accumulated basic leave at no salary deduction.

Requests for personal business leave must be submitted to the administrator's immediate supervisor in writing at least three duty days in advance of the requested personal leave day, except in cases of

extreme emergency, and must be approved by the Superintendent or authorized representative.

#### 6.5 Religious Observance Leave

Up to three days leave are available to an administrator for religious observance. These days must be recognized as religious holidays and are not permitted for circumstances where personal alternative attendance options exist. These days will be deducted from an administrator's accumulated basic leave. Notification must be submitted to the Superintendent, in writing, at least three days prior to such absence.

#### 6.6 Professional Leave

Professional leave without deduction from pay or accumulated basic leave may be approved to permit attendance at professional meetings, subject matter conferences, professional visitation of an approved school system or institution of higher learning, or the carrying out of other professional duties. This professional leave must be approved in advance by the Superintendent or his/her authorized representative. See also Section 5.3.

#### 6.7 Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an administrator not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent or the Employer's authorized representative.

#### 6.8 Judicial Leave

An administrator who is subpoenaed or called for jury duty will be compensated for the difference between regular pay and pay received for the performance of such obligation.

### **7. LONG-TERM LEAVES**

#### 7.1 Sabbatical Leave

Sabbatical leave for study or professional improvement may be approved for an administrator who has been continuously employed in the district for six or more full school years, of which at least three years must be in an administrative position. Applicants with a Master's Degree or training beyond the Master's Degree must submit for prior approval a detailed summary of plans for study, research, and/or travel. Applications must be submitted between September 15 and December 15 for a sabbatical leave for the next fiscal year.

The Employer may post a request for sabbatical applications relating to school district initiatives. The Employer will seek qualified

applicants with an interest in the topic to consider applying for the sabbatical opportunity. This interest may coincide with an administrator's graduate course work and/or final projects.

#### 7.1.1 Full-Time Sabbatical Leave

A full-time sabbatical leave will be for one contract year and compensated for in the following manner:

<b>Years of Service in the District*</b>	<b>Percentage of Base Salary Paid by the Employer</b>
7th year	50%
8th year	60%
9th year	65%
10th year	70%
11th year	75%

\* Years of service or the number of years since the expiration of an administrator's last sabbatical leave.

The percent of base salary paid by the Employer is based on the full-time salary the administrator would receive if not on sabbatical leave. An administrator's compensation from grants, aids, and Employer payment while on sabbatical is limited to the administrator's base salary but for the sabbatical.

If an administrator's compensation from grants, aids, G.I. Bill and Employer payment while on sabbatical is in excess of the administrator's base salary but for the sabbatical, then the Employer's payment will be reduced by the amount in excess of the administrator's base annual salary. Salary received by the administrator for services performed while on sabbatical leave, such as assistantships, is not included under an administrator's compensation as described above.

An administrator on sabbatical leave remains eligible, upon request, for participation in all insurance programs available under this Agreement. The Employer contribution toward insurance coverage is prorated by the same percentage as the percentage of the administrator's base salary paid by the Employer while on sabbatical, as noted in the above table. An administrator electing to continue insurance coverage while on sabbatical leave will contribute, through payroll deduction, any excess premium over the Employer's contribution.

#### 7.1.2 Half-Time Sabbatical Leave

Full-time administrators may apply for a half-time sabbatical leave. This type of leave is granted on a half-time basis at full pay for the contract year. Half-time service is defined as equivalent to half the number of weeks in the regular contract.

The minimum length of service in the school district to qualify is the same as that for a full-time sabbatical.

#### 7.1.3 Sabbatical Leave Candidate Selection

The following factors should be considered in determining which qualified applicants should receive sabbatical leave if there are more applicants than leaves available:

The primary objective should be to improve an administrator's competence in the administrator's present positions or to achieve proficiency in an area where the district has determined a need exists for a specific competency.

An administrator who is subject to reassignment due to reduction or discontinuation of positions may benefit from a sabbatical leave to retrain himself or herself to better serve the district in subsequent years.

It should be reasonably possible to provide a replacement for the year that the administrator is on sabbatical leave.

An administrator who has previously been granted a sabbatical as an administrator, or is applying for a travel leave without a plan of graduate study, will not be considered for selection unless there are no other qualified applicants.

After the above factors have been considered, if two or more candidates are considered equal, leave will be granted on the basis of seniority in the district.

Selection for sabbatical leave is on the condition that the administrator returns to the school district for a period of at least one school year following the sabbatical leave. The final recommendation for approval of sabbatical leave is made by the Superintendent.

#### 7.1.4 Number of Leaves

One sabbatical leave for administrators may be approved each contract year.

An approved sabbatical leave may be rescheduled for good cause to another mutually agreeable time period.

### 7.2 Long-Term Leaves of Absence Without Pay

A long-term leave of absence without pay may be requested. The granting or denial of such requests is at the discretion of the Employer. In order to be eligible for such leave, an administrator must have completed three fiscal years of service with the Employer.

All long-term leaves of absence, except for health reasons, must be requested prior to March 1, and if approved by the Employer, will be for a period of one fiscal year, except that a leave of absence for health reasons will be for an initial period of the remainder of the fiscal year in which the leave begins. An administrator on a long-term leave must notify the Superintendent by March 1 of each fiscal year that (1) the employee intends to return at the beginning of the next fiscal year, or (2) request a renewal of the long-term leave without pay. Failure of the administrator on long-term leave of absence without pay to notify of the intent to return or renew is considered a resignation by the administrator. Each renewal of a long-term leave of absence will be for a period of one year. No long-term leave may be renewed more than twice.

An administrator granted a long-term leave of absence will be returned to employment at the end of the leave of absence to a position for which the administrator is licensed. In the event the administrator's leave is renewed, the administrator will be returned to employment at the end of the leave provided there is a vacant position for which the administrator is licensed and qualified. Failure to return upon expiration of leave of absence will result in termination of employment.

An administrator on a long-term leave of absence remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the insurance coverage. Premium payments must be received by the Employer's insurance administrator at least one month in advance.

No administrator will be granted experience credit while on a long-term leave of absence.

### 7.3 Parenting Leave

An administrator is granted a leave of absence without pay for a period of up to 12 months for the purpose of providing full-time care for a newborn or newly-adopted child or children. Whenever possible, written application for the leave will be submitted to the human resources department at least four months prior to the expected commencement of the leave.

Parenting leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the Employer and an administrator, parenting leave may also be granted to begin before any period of physical disability resulting from the pregnancy. However, once a parenting leave without pay has started, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

Additionally, in the case of adoptions, by mutual agreement between the Employer and the administrator, an administrator may use up to and including 25 days of accumulated basic leave prior to the adoption to fulfill requirements of the adoption. These days may include, but are not limited to, pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings. These days need not be consecutive.

An administrator may use up to and including five days of accumulated basic leave after the birth of a child or after an adoption.

An administrator may return to work prior to the date designated in the approved parenting leave only if approved by the Employer in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the Employer.

An administrator returning from parenting leave will be returned to the position held when placed on leave, or if not available, to any other position for which such administrator is licensed and qualified, subject to approval of physician certifying the return and to the discontinuance of position provisions incorporated in this Agreement. Following return to duty, the administrator will be credited with the amount of the employee's unused basic leave.

An administrator on parenting leave remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the insurance coverage. Premium payments must be received by the district's insurance administrator at least one month in advance.

Any period of parenting leave taken under this provision is used simultaneously with any period of leave for which the administrator is eligible under state and federal leave laws.

## **8. RETIREMENT**

### 8.1 Insurance

#### 8.1.1 Option 1

A full-time administrator resigning after age 50 with a minimum of 10 full years of service is eligible to continue, at the administrator's own expense, participation in the Employer's group insurance programs for life, dental, and medical insurance until the administrator's full retirement age as defined by the Social Security Administration or the administrator's death whichever occurs first. Continued participation by an administrator, at the administrator's own expense, between the full retirement age and age 70, may be available from some carriers. Conversion to an



individual medical insurance policy is available at full retirement age.

#### 8.1.2 Option 2

A full-time administrator hired on or after July 1, 2010 is not eligible for the benefits described in this Section 8.1.2, unless the newly hired administrator was a district employee prior to July 1, 2010 under a Master Agreement or guidebook that contained post-retirement benefits continuation language and had no break in employment with the Employer.

A full-time administrator retiring after age 55 with a minimum of 10 full years of service is eligible for the Employer premium contributions toward group medical and dental insurance coverage at the same rate as active administrators. However, the Employer premium contribution for a retired administrator will be limited to the contribution rate for single coverage unless the retired administrator participated in single plus one or family coverage immediately preceding retirement. The Employer premium contribution will also be limited to the contribution rate for single coverage upon the death of the retired administrator's spouse, unless the retired administrator participated in family coverage immediately preceding retirement. Single and family coverage will continue despite the death of a retired administrator's spouse. All Employer premium contributions will cease on the earliest of the following events: (1) the death of the retired administrator, or (2) the expiration of eight years from the effective date of the administrator's retirement.

If the retired administrator becomes eligible for Medicare benefits and the expiration of eight years from the effective date of the administrator's retirement has not occurred, then the Employer will reimburse the retired administrator for Medicare insurance and a Medicare supplement for both the retired administrator and spouse not to exceed the single, single plus one, or family contribution rate for an active administrator as eligibility for these contributions is defined in the above paragraph. When the retired administrator or spouse is eligible for Medicare benefits, the non-eligible retired administrator or spouse may remain on the Employer health insurance plan until the employee becomes eligible for Medicare benefits. At no time can the Employer contribution exceed the single, single plus one, or family contribution rate for an active administrator with respect to the retired administrator's election on the effective date of retirement.

#### 8.1.3 Option 3

Only a full-time administrator hired on or after July 1, 2010 is eligible for the benefits provided in this Section 8.1.3. A new

administrator, who is eligible to qualify for benefits under Section 8.1.2, does not receive the contribution in Section 8.1.3.

The Employer will contribute \$2000 per year to a Minnesota State Retirement System Health Care Savings Plan after an administrator has received non-probationary continuing contract status as an administrator covered by the Master Agreement between EAC and the Employer.

Year	Contribution
2022-23	\$2000
2023-24	\$2000

If the administrator leaves employment with the Employer, this administrator's Health Care Savings Plan remains the property of the administrator.

#### 8.1.4 Retiree Life Insurance

An administrator who retires after age 55, qualifies for the early retirement payments under Section 8.2.1, and has worked at least 20 years as an employee in an accredited institution of education, or for other governmental employers, may select one of the following life insurance continuation options:

Option 1: \$50,000 of paid life insurance. To qualify for \$50,000 of paid coverage, an administrator must have \$50,000 or more in basic life insurance immediately prior to retirement and maintain at least \$50,000 of coverage during retirement until age 65. When the retiree reaches age 65, \$50,000 of coverage will remain in force with no further premiums payable for the rest of the retiree's life.

Option 2: The employee may continue any coverage in force until age 70 by continuing to pay the full premium.

## 8.2 Early Retirement Payments

### 8.2.1 Eligibility

To be eligible for the early retirement payments described below, an employee must be retiring after age 50 and have been a full-time employee of Edina Public Schools for a minimum of ten full years.

### 8.2.2 Deadline for Application

Application for the early retirement payments for retirement at the end of the school year must be submitted to the Human Resources Office by February 1. The Employer, in its sole discretion, may approve a retirement request effective at a date prior to the end of the fiscal year. Application for this consideration for "mid-

year" retirement must be submitted by the end of the previous fiscal year.

#### 8.2.3 Distribution of Early Retirement Payments

An administrator eligible for the early retirement payments will receive payment in two installments. The first payment will be on the last day of the month the administrator retires in an amount equal to two-thirds (2/3) of the early retirement incentive payment amount. The remaining one-third (1/3) will be paid the following January 15.

If an administrator applied for mid-year retirement, as defined above, the amount of early retirement payments is based on the last full fiscal year of employment.

The early retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the administrator's 403(b) account to the maximum extent allowed by the 403(b) administrator and any remainder of the payment will be deposited into the administrator's account with Minnesota State Retirement System's Health Care Savings Plan.

#### 8.2.4 Calculation of Early Retirement Incentive Payment

An eligible administrator will receive an early retirement incentive payment in an amount described below. An administrator's daily rate of pay is calculated from the last year of full-time service.

Number of Assigned Weeks	Number of Days
All administrators	120 days

#### 8.2.5 Calculation of Basic Leave Conversion Payment

In addition to the Early Retirement Incentive Payment, an eligible administrator will receive a basic leave conversion for unused basic leave days, in an amount described below. The payment equals the number of accumulated unused basic leave days, not to exceed the maximum number of days in the table below, multiplied by the daily rate of pay for the administrator. The number of duty weeks and the daily rate of pay are calculated from the last year of full-time service.

Number of Assigned Weeks	Maximum Number of Days
All administrators	83 days

#### 8.3 Employer Contribution to the Health Care Savings Plan

A full-time administrator retiring after age 50 with a minimum of ten full years of service is also eligible for an Employer contribution toward the Minnesota State Retirement System's Health Care Savings Plan. The

accumulative total of this contribution will not exceed the following calculation: \$35 multiplied by the administrator's accumulated unused basic leave days in excess of 140 days as of the date of retirement. A combined total of early retirement incentive payment, basic leave conversion payment, and the Employer contribution to the Health Care Savings Plan must not exceed the administrator's last full year salary.

## **9. REDUCTION OR DISCONTINUANCE OF POSITIONS**

Any reduction in force will be made on the basis of the least total administrative experience in this district. For administrators with identical total administrative experience in this district, reductions will be made on the basis of the least total licensed experience in this district. In every case, however, an impacted administrator's licensure and qualifications as determined by the Employer must be acceptable to perform the responsibilities of the remaining positions. Reductions will be made among elementary administrative positions as a group, and among secondary administrative positions as a group, with no cross-over or bumping between elementary and secondary administrators.

If an administrator is reassigned under the terms of reduction or discontinuance of positions, the administrator will be assigned to a position (administrative or teaching) at no reduction of weekly salary or the Employer's monthly medical contribution. Seniority as a teacher will be as provided by law.

## **10. PROFESSIONAL DEVELOPMENT AND TECHNOLOGY ALLOWANCE**

Administrators will be eligible for up to \$400 per administrator for professional development/technology allowance per year. In order to receive the allowance of \$400 or a portion thereof, the administrator must apply and receive prior approval from their supervisor. The administrator may carry over this allowance, up to \$2000.

Use of funds may include:

1. Conventions, seminars, workshops (registration, travel, meals and accommodations);
2. Tuition and materials for training or graduate courses;
3. Hardware/software for professional use that will mutually benefit the district and administrator; or
4. Dues for professional education organizations not presently paid by the district.

The allowance will not be distributed in salary or payout to any current or past administrator.

### **10.1 Mobile Telephone Allowance**

Each administrator will receive an annual mobile telephone allowance in the amount of \$600, which will be paid in equal installments via the Employer's payroll system. To receive the allowance, an administrator

must provide their mobile telephone number to the Superintendent or designee and retain an active mobile telephone while the allowance is in place. As this is an allowance and not a reimbursement, the amount of the allowance is taxable to the administrator.

## **11. GRIEVANCE PROCEDURE**

### 11.1 Definition

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

### 11.2 Procedure

#### Step I

The parties to this Agreement shall make reasonable efforts to meet and resolve grievances informally. Notwithstanding this, a grievance must be submitted in writing to the Director of Human Resources within 20 days after the administrator knew or should have known of the facts giving rise to the grievance. The parties shall meet within five working days of the submission of the grievance. The Director of Human Resources shall issue a written decision on the grievance within 5 working days of the meeting.

#### Step II

Administrator may appeal the decision of the Director of Human Resources to the Superintendent. This appeal shall be made in writing to the Superintendent within ten days of the decision of the Director of Human Resources. The Superintendent shall issue a decision on the appeal within 5 working days of receipt of the appeal and shall forward the decision to the administrator and the President of the EAC.

#### Step III

An administrator and the EAC may submit the matter to arbitration within ten working days of receipt of the Superintendent's decision issued in step II.

#### Step IV - Arbitration

The Employer and EAC will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and EAC are unable to agree on an arbitrator, they will request from the Bureau of Mediation Services, State of Minnesota, a list of five names of qualified arbitrators. The parties will alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator will hear and decide the

grievance. If the parties are unable to agree on who will strike the first name, the question will be decided by a flip of the coin.

Each party will be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. The arbitrator does not have the power to add, to subtract from, or to modify in any way the terms of the existing Agreement.

The decision of the arbitrator will be final and binding upon the parties. The decision will be issued to the parties by the arbitrator and a copy will be filed with the Bureau of Mediation Services, State of Minnesota.

The processing of all grievances will be during the regularly scheduled working hours and an administrator will not lose wages due to necessary participation.

### 11.3 Other Provisions

The parties by mutual written agreement may waive any step and extend any time limits in the grievance procedures; however, failure by an administrator or EAC to adhere to the timelines without mutual agreement to waive the timelines will result in a forfeit of the grievance. Failure of the Employer to act within the timelines specified without mutual agreement to waive such limits will constitute a denial of the grievance and will permit the grievant to proceed to the next step.

11.3.2 "All notices, appeals and other documents may be submitted electronically by the parties."

11.3.3 "Unless otherwise designated, days shall be defined as calendar days."

## **12. DURATION AND RENEGOTIATION OF AGREEMENT**

### 12.1 Term of Agreement

This Agreement will become effective July 1, 2022, and will continue in full force and effect to and including June 30, 2024, and thereafter until modifications are made pursuant to PELRA. In the event a successor agreement is not entered into prior to July 1, 2024, an administrator will be compensated according to the previous contract executed between EAC and the Employer until such time that a successor agreement is adopted.

### 12.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

13. DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have signed this Agreement this 14<sup>th</sup>  
day of November, 2022.

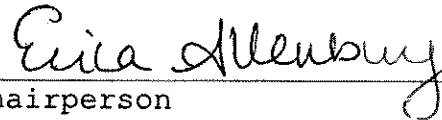
FOR  
EDINA ADMINISTRATIVE COUNCIL


  
President

Andrew Beaton  
Edina Administrative  
Council Representative

  
Edina Administrative  
Council Representative

FOR  
INDEPENDENT SCHOOL DISTRICT 273

  
Chairperson

  
Clerk

## APPENDIX A

### ADMINISTRATIVE SALARY STRUCTURE

#### Classification of Positions

Salaries should reflect the relative responsibilities of various administrative positions to each other as well as to that of a teacher.

Annual review of position classification and length of the work year is authorized on request. These requests by the administrator or administrators holding the position must be submitted in writing to the human resources department by April 1. The Superintendent or designee may also initiate a review at any time by giving written notice to the president of EAC and the persons holding the proposed reviewed positions.

The Superintendent, in consultation with EAC president, will establish a review committee composed of two members of EAC and two members of the Cabinet to assist in evaluating such requests.

Year in Position: A year in the position is defined as commencement of position duties prior to January 1.

Longevity Differential: An administrator who has reached the top step on the salary schedule and served one year on said step, will receive an increase of \$1,000 to the administrator's salary each year thereafter.

Performance Based Pay Incentive: An administrator who has successfully achieved the administrator's goals and has met the criteria established by the joint Council and Employer performance pay incentive committee will receive up to \$2,150 added to the administrator's annual salary.

A lead principal is eligible for additional compensation in strategic action pay. Any pay incentive may vary based on budgetary restrictions and significance of criteria achieved.

The total of all action goals paid to a lead principal will not be less than \$1000.

Stipend: An administrator, who has earned a doctorate degree, will receive \$2000 annually which will be added to the administrator's annual salary.



**APPENDIX A****EAC Salary Schedules****2022-2023**

<b>Senior High Principal</b>		
<b>Weeks</b>	<b>Steps</b>	<b>Salary</b>
52		
	1	\$157,346
	2	\$160,040
	3	\$162,856
	4	\$165,672
	5	\$168,366
	6	\$171,181
	7	\$175,079

<b>Middle School Principal</b>		
<b>Weeks</b>	<b>Steps</b>	<b>Salary</b>
52		
	1	\$142,984
	2	\$145,639
	3	\$148,294
	4	\$150,827
	5	\$153,481
	6	\$156,134
	7	\$159,870

<b>Elementary Principal</b>		
<b>Weeks</b>	<b>Steps</b>	<b>Salary</b>
52		
	1	\$139,782
	2	\$142,131
	3	\$144,361
	4	\$146,710
	5	\$149,060
	6	\$151,290
	7	\$154,851

Senior High Assistant Principal		
Weeks	Steps	Salary
52		
	1	\$130,379
	2	\$133,047
	3	\$135,715
	4	\$138,501
	5	\$141,171
	6	\$143,839
	7	\$147,594

Middle/Elementary Assistant Principal		
Weeks	Steps	Salary
52		
	1	\$127,002
	2	\$129,512
	3	\$132,019
	4	\$134,648
	5	\$137,157
	6	\$139,665
	7	\$143,364

2023-2024

Senior High Principal		
Weeks	Steps	Salary
52		
	1	\$158,919
	2	\$161,640
	3	\$164,485
	4	\$167,329
	5	\$170,050
	6	\$172,893
	7	\$176,830

Middle School Principal		
Weeks	Steps	Salary
52		
	1	\$144,414
	2	\$147,095
	3	\$149,777
	4	\$152,335
	5	\$155,016
	6	\$157,695
	7	\$161,469

Elementary Principal		
Weeks	Steps	Salary
52		
	1	\$141,180
	2	\$143,552
	3	\$145,805
	4	\$148,177
	5	\$150,551
	6	\$152,803
	7	\$156,400

Senior High Assistant Principal		
Weeks	Steps	Salary
52		
	1	\$131,683
	2	\$134,377
	3	\$137,072
	4	\$139,886
	5	\$142,583
	6	\$145,277
	7	\$149,070

Middle/Elementary Assistant Principal		
Weeks	Steps	Salary
52		
	1	\$128,272
	2	\$130,807
	3	\$133,339
	4	\$135,994
	5	\$138,529
	6	\$141,062
	7	\$144,798

## **APPENDIX B**

### **Policy on Reimbursable Convention Expenses**

When an administrator is approved to attend a national convention of an appropriate professional organization, the Employer will reimburse the administrator attending for expenses incurred, which include the following:

1. Registration fees for the administrator.
2. Round trip coach class airfare from Minneapolis-St. Paul to and from the convention site.
3. Ground transportation expenses (airport, bus, airport limousine or taxi) from the airport to the convention hotel and return upon conclusion of the convention.
4. Hotel room charges commensurate with the rate for one person.
5. Daily meal costs not to exceed limits set by Board Policy. Reimbursable expenses do not include any costs for alcoholic beverages.
6. Expenses associated with the purchase of books or other materials at the convention of a professional benefit to the district. The books or other materials become district property.
7. Expenses associated with rental of an automobile used for a school, college or institution visit as an adjunct to the convention. If possible, such plans should receive prior approval.
8. An administrator attending an out-of-town national convention may choose to drive the administrator's private automobile from Minneapolis-St. Paul to the convention city. Under this circumstance, the reimbursement for travel expense will not exceed the cost of roundtrip airfare as quoted by an airline or travel agency.

The district will also reimburse the administrator for hotel garage or parking lot fees for those days the convention is in progress. This reimbursement is in lieu of other ground transportation.

9. Other reimbursable expenses include, but are not limited to, baggage handling, service gratuities, and tolls for roads.
10. Prior to the date of the convention, the administrator may request payment for the airline ticket, registration, and hotel, to be paid directly to the vendor, and may request an advance to cover estimated meals and ground transportation expenses. The amount of this advance is an estimate. Upon return from the convention, the administrator must complete an expense report for actual costs for the airline ticket, hotel, meals, ground transportation, registration, and any district advance payments are recorded. These expenses are to be documented with receipts to the extent possible. It is recommended that the costs for the hotel and meals be charged to a private credit card so that receipts are easy to obtain. The administrator should submit receipts in a timely manner to receive prompt payment.

**Signature:** Andrew Beaton  
Andrew Beaton (Nov 15, 2022 16:25 CST)

**Email:** [andrew.beaton@edinaschools.org](mailto:andrew.beaton@edinaschools.org)