

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

EDEN PRAIRIE, MINNESOTA

AND

THE EDEN PRAIRIE EDUCATION ASSOCIATION

Effective July 1, 2023 through June 30, 2025

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the school board of Independent School District 272, Eden Prairie, Minnesota (hereinafter referred to as the school board or school district) and the Eden Prairie Education Association (hereinafter referred to as the exclusive representative or association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the school board recognizes the Eden Prairie Education Association as the exclusive representative of teachers employed by the school board of Independent School District 272, which association representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Association shall represent all teachers of the school district as defined in this Agreement and P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment mean the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of Section 179A.07, Subd. 1 regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" shall mean all teachers are defined by Minn. Stat. 179A.03, Subd. 18, who are employed by Independent School District 272, Eden Prairie, Minnesota, excluding supervisory employees, confidential employees, principals, assistant principals, and all other employees.

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

Section 4. School Board or School District: For purposes of this Agreement, the terms "school district", "school board" and "employer" shall mean the school board or its designated representative.

Section 5. Spouse: For purposes of this Agreement, the term "spouse", as defined by the Marriage Equality Act (MN Stat. 517.01) refers to same-sex and opposite-sex spouse.

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

ARTICLE IV MANAGEMENT PREROGATIVES

Section 1. Inherent Managerial Rights: The Association recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All management rights and management functions not expressly delegated in this Agreement are reserved to the school board.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the teaching and teaching-related services prescribed by the school board and the Association also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders so long as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The school board, Association and all employees covered by this Agreement are subject to the laws of the United States, the State of Minnesota and all valid rules, regulations and orders of the State Board of Education. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V TEACHER RIGHTS AND PREROGATIVES

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

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

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

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

Section 5. Buildings and Facilities: The Association shall have the right, upon request, to reasonable use of school buildings and facilities, subject to the right of the school district to assess reasonable charges for additional custodial expenses or other additional operational expenses beyond normal maintenance costs resulting from such use, provided further that said use shall not interfere with normal school activities or functions.

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

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

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

Section 9. Labor Management Committee: The EPEA and the Eden Prairie School District continue to explore ways to work cooperatively and collaboratively together. The EPEA and the District also value continuously improving the day-to-day communications to achieve and maintain a mutually beneficial relationship through the use of an effective labor-management committee. The purpose of the Committee is to discuss, explore and study problems referred by either party and explore opportunities to work collaboratively together. The Committee shall be authorized to make recommendations and shall have no authority to change, delete or modify any of the terms of the existing Master Agreement, nor to settle grievances. The Committee

shall be composed of 10 members, five representing the EPEA and five representing the district. Chairing the committee shall alternate between the two groups.

Section 10. Personnel Files:

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

Subd. 2. Pursuant to M.S. 122.A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during the regular school business hours to each individual teacher upon their request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the school district may destroy such files as provided by law.

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

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

ARTICLE VI LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:

Subd. 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the school board shall, prior to April 1 of each school year, establish the school calendar for the coming year, and the teacher shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The length of the school year shall consist of 185 duty days for teachers, including: student days, orientation and workshop days and in-service training days as determined by the school board.

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

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

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

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

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

ARTICLE VII THE PROFESSIONAL TEACHING DAY

Section 1. Building Hours:

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

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

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

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

Subd. 2. Teachers shall be available to provide or facilitate professional learning experiences for students for a period of time not to exceed an average of five and one-third (5-1/3) hours per day. Within this time structure a period of time may be designated for professional involvement in which student contact settings may be assigned to a teacher by the principal, in such areas as open laboratories, advisor-advisee groups, resource centers, and general supervision or supervision of separate classroom-size study groups.

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

Subd. 4.

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

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

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

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

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

Section 3. K-12 Assignments and Preparation Time:

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

Subd. 2. The teacher's basic day will include an uninterrupted minimum daily preparation time, which shall be the length of one (1) period for secondary school teachers and forty-five (45) minutes for elementary school (K-5) teachers. Changing methods of instruction and scheduling may result in variations of preparation time on a day-to-day basis. Such preparation time, however, will not be reduced when averaged over a week's time or the scheduling cycle used.

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

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

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

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

Section 5. Preschool Workload, Assignments & Preparation Time

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

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

Section 6. Additional Activities: In addition to the basic school day, a teacher may be required to reasonably participate in activities that extend beyond it to attend to such matters as consultation with parents, faculty meetings, open houses, curriculum meetings, and other teaching responsibilities that cannot reasonably be scheduled within the regular school day. Such assignments shall be distributed as equitably as practicable among the staff and reasonable effort shall be made to consider the desires of the teacher in scheduling such activities.

Section 7. Other Arrangements: This Article is not intended to exclude other arrangements regarding the teacher's professional day which could be mutually agreed upon between the teaching staffs and the building administrations, subject to the approval of the superintendent.

**ARTICLE VIII
BASIC COMPENSATION**

Section 1. Rates of Pay:

Subd. 1. For teachers employed the wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-24 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2024-25 year. Teachers shall advance on the salary schedule one (1) step on Schedule A for the 2023-24 school year and one (1) step on Schedule B for the 2024-25 school year, subject to the right of the school district to withhold salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure. (ECFE teachers shall be paid on an hourly pro rata basis computed by dividing the appropriate salary schedule amount by the number of teacher duty days as defined in Section 1 of Article VI and then dividing by eight (8) hours.)

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

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

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

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract. If negotiations for a successor contract are not completed at the commencement of the 2025-26 school year, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time that a successor agreement is executed.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

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

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

Subd. 3. Grade and Credits: To apply on the salary schedule, credits must carry a grade equivalent of C or higher and must be earned subsequent to the obtaining of the degree. In order for consideration for advancement on the salary schedule, coursework must be taken by the teacher at an accredited college or university.

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

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

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

Section 4. Experience Credit:

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

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

Subd. 3. Teaching Experience:

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

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

Subd. 4. Experience Outside Eden Prairie:

Subd. 4a. Outside experience will only be counted for years of actual teaching or related service. For purposes of the salary schedule, a year of experience shall mean completion of at least 720 hours in a school year.

Subd. 4b. Full-time teachers as defined in Article X, Section 8, Subd. 1 who receives a general leave as provided in Article XI, Section 11, may be given outside experience credit when said experience was obtained through a general leave for teaching experiences deemed appropriate by the school district if at least 720 hours per year of academic classroom instruction occurs.

Subd. 4c. An ECFE teacher, when experience does not equate to 720 hours in a year, may combine two years to equal 720 hours.

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

Section 5. Payroll Deductions: All deductions for partial absences will be made on the basis of an eight (8) hour day and a forty (40) hour week. The daily rate, for purposes of calculating deductions, will be 1/185 (fraction) of the annual basic salary of the employee.

Section 6. Pay Periods:

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

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

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

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

ARTICLE IX
EXTRA COMPENSATION AND HOURLY PERSONNEL

Section 1. Assignment of Co-curricular Duties:

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

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

Section 2. Co-curricular Compensation:

Subd. 1. The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 2023-24 and 2024-25 school years.

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

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

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

Section 3. Regular Teacher-Substitute: In those cases where substitutes are not available and teachers serve as substitutes during their preparation time along with their regular duties, said teachers shall have the option to be paid according to the schedule below for the 2023-24 and 2024-25 school years or receive a personal day after subbing during their prep the number of times equivalent to a full student day (i.e., 4 periods on the 4 period day / 6 periods on the 6 period day). Teachers may earn a max of 2 personal days per year for subbing during their prep. Subbing periods earned towards a personal day will carry over to the following school year.

| | |
|--------------------|---------------------|
| | <u>2023-2025</u> |
| High School | \$ 60.00 per period |
| All other schools: | \$ 50.00 per period |

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

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

Subd. 1. Summer School/Target Services:

2023-2025: \$ 45.00 per hour

Subd. 2. Leadership as Trainer/Facilitator: Hourly pro-rata rate of pay

Subd. 3. Curriculum Writing:

2023-2025: \$40.00 per hour

Subd. 4. Teacher Training:

2023-2025: \$ 30.00 per hour

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

Section 5. Extended Contracts:

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

Subd. 2. Extended work that is in the form of teaching activities that are more closely associated with, but not limited to, summer school, curriculum development or planning, shall be compensated as provided for in Section 4 or Section 5 hereof.

Section 6. Special Events: If a teacher is requested to supervise students or work at special events, including but not limited to chaperone, dances or parties, buses to school events, selling or taking tickets at games, non-contracted refereeing, general supervision, or intramurals outside the limits of the regular duty day, the teacher shall be paid at the rate as provided in Appendix C hereof. In addition to the teacher's daily rate of pay, teachers shall be paid for the fifth-grade environmental camping trip and the high school outdoor recreation trip in the 2023-24 school year at the rate of \$100.00 per day and 2024-25 school years at the rate of \$100.00 per day.

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

| | |
|---|------------------|
| High School Department Chairs | <u>2023-2025</u> |
| Large Department (16 or more staff members) | \$ 2,539 |
| Small Department (15 or less staff members) | \$ 1,362 |
| Special Ed. Leads | \$ 1,362 |
| Central Middle School | |
| Department Chairs / Teams | \$ 1,320 |
| Special Ed. Leads | \$ 1,362 |
| Elementary | |
| Special Ed. Leads | \$ 1,019 |

Section 8. National Certifications: Teachers employed for a minimum of one semester and who successfully complete and maintain the National Board-Certified Teacher (NBCT) process will be paid \$1000 in addition to their regular annual salary. Speech-Language Pathologists who earn and maintain the Certificate of Clinical Competency (CCC) through the American Speech-Language-Hearing Association (ASHA) and Occupational Therapists who earn and maintain the Occupational Therapist Registered (OTR) Certificate through the National Board for Certification in Occupational Therapy (NBCOT), will be paid \$1000 in addition to their regular annual salary. If a school speech-language pathologist's or a school occupational therapist's national certification terminates for any reason, this stipend will no longer be payable.

A social worker who is a Licensed Independent Clinical Social Worker (LICSW) through The Association of Social Worker Boards (ASWB) shall be paid a stipend of \$1000. If a school social worker's national certification terminates for any reason, this stipend will no longer be payable.

A school psychologist who is a Nationally Certified School Psychologist (NCSP) through the National Association of School Psychologists (NASP) shall be paid a \$1000 stipend. If a school psychologist's national certification terminates for any reason, this stipend will no longer be payable.

A nurse who is a Nationally Certified School Nurse (NCSN) through the National Board for Certification of School Nurses (NBCSN) shall be paid a stipend of \$1000 per year. If a school nurse's national certification terminates for any reason, this stipend will no longer be payable.

Stipend payments will be paid on June 15th.

ARTICLE X GROUP INSURANCE

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

Section 2. Medical-Hospitalization Insurance:

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

| | | |
|--------------------------------|-----------|-----------|
| July 1, 2023 to June 30, 2024: | \$ 756.00 | per month |
| July 1, 2024 to June 30, 2025: | \$ 756.00 | per month |

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

Subd. 2. Single Coverage – High Deductible with HRA (VEBA): The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in the school district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

| | | |
|---------------------------------------|-----------|-----------|
| <u>July 1, 2023 to June 30, 2024:</u> | | |
| Premium contribution: | \$ 706.00 | per month |
| HRA (VEBA) contribution: | \$ 50.00 | per month |
| Total District Contribution: | \$ 756.00 | per month |

July 1, 2024 to June 30, 2025:

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

If the 2023-24 premium is greater than \$706.00 per month, the district contribution to the premium will be increased (up to \$756.00 per month) to match the actual cost per month, and the HRA (VEBA) contribution will decrease so that the total of both contributions equals, but does not exceed, \$756.00 per month.

Conversely, if the 2023-24 premium is less than \$706.00 per month, the district contribution to the premium will be reduced to match the actual cost per month, and the HRA (VEBA) contribution will increase so that the total of both contributions equal \$756.00 per month.

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

If the 2024-25 premium is greater than \$706.00 per month, the district contribution to the premium will be increased (up to \$756.00 per month) to match the actual cost per month, and the HRA (VEBA) contribution will decrease so that the total of both contributions equals, but does not exceed, \$756.00 per month.

Conversely, if the 2024-25 premium is less than \$706.00 per month, the district contribution to the premium will be reduced to match the actual cost per month, and the HRA (VEBA) contribution will increase so that the total of both contributions equal \$756.00 per month.

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

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

| | | |
|--------------------------------|-------------|-----------|
| July 1, 2023 to June 30, 2024: | \$ 1,115.00 | per month |
| July 1, 2024 to June 30, 2025: | \$ 1,115.00 | per month |

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

Conversely, if the 2023-2025 premium is less than \$1,115.00, the district will contribute into an HRA (VEBA) the difference so that the total of both contributions equals \$1,115.00 per month.

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

July 1, 2023 to June 30, 2024:

| | | |
|------------------------------|-------------|-----------|
| Premium contribution: | \$ 1,065.00 | per month |
| HRA (VEBA) contribution: | \$ 50.00 | per month |
| Total District Contribution: | \$ 1,115.00 | per month |

July 1, 2024 to June 30, 2025:

| | | |
|------------------------------|-------------|-----------|
| Premium contribution: | \$ 1,065.00 | per month |
| HRA (VEBA) contribution: | \$ 50.00 | per month |
| Total District Contribution: | \$ 1,115.00 | per month |

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

Subd. 5. If a teacher and their spouse are both employed in the Eden Prairie schools, both are eligible for health insurance, and one spouse enrolls in family coverage {including the high deductible with HRA (VEBA)}, they will receive a monthly contribution for family coverage equal to 2x that of the single negotiated contribution (the amount specified in Article X, Section 2). To qualify for this incentive, neither employee may enroll in the single health insurance option.

Section 3. Life Insurance:

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

Subd. 2. Optional Life Insurance: So long as permitted by the school district's group insurance carrier, full-time teachers may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction.

The premium cost, underwriting conditions, and insurance contracts shall be determined by the school district's group life insurance carrier. Any disputes that may arise between the carrier and the employee shall not involve the school district.

Section 4. Term Dental Insurance: The school district shall make dental insurance available to eligible employees. The school district shall contribute toward the cost of a composite dental insurance program as provided in the schedule within this subdivision. The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. (A composite program is defined as the identical premium for both single and family coverage.) The employer's contribution towards eligible employees' dental insurance program shall be as follows:

| | | |
|--------------------------------|----------|-----------|
| July 1, 2023 to June 30, 2024: | \$ 76.65 | per month |
| July 1, 2024 to June 30, 2025: | \$ 76.65 | per month |

Section 5. Long-Term Disability Insurance:

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

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

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contributions:

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

Subd. 2. ECFE Teachers:

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

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

Section 8. Eligibility:

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

Subd. 2. An employee working 875 hours or more per fiscal year without fulfilling the requirement of 4.8 hours per day, 24 hours or more per week, or 185 days per year may qualify for benefits subject to the working conditions being pre-approved in writing by the immediate supervisor and the Executive Director of Human Resources. This special provision would be approved by the school district only if the special, flexible hours were in the best interests of the educational program of the school district.

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

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

Section 9. Premium Payments During Disability: Any teacher who is disabled for at least sixty (60) calendar days and has qualified for weekly benefits under either the district's long-term disability insurance plan or worker's compensation insurance plan shall be entitled to have the employee's portion of the Medical-Hospitalization Insurance coverage as provided in Subd. 1 and 2, Section 2 of this Article and the dental insurance coverage as provided in Subd. 1, Section 4 of this Article, paid by the employer for a period not to exceed twelve (12) calendar months. The first premium shall be paid by the district as of the first day of the month following the 60th calendar day of qualified disability and shall cease on the last day of the month following the discontinuance of the qualified disability or for a period of twelve (12) months, whichever is lesser.

**ARTICLE XI
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Earned Sick Days:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Bereavement Leave:

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

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

Section 5. Personal Leave of Absence:

Subd. 1. Personal Leave Accumulation:

Subd. 1a. Any teacher defined in this agreement will earn one-half day of personal leave during any fiscal year when they work 85 days or more but less than 180 days per fiscal year. Any teacher working less than 85 days will receive no personal leave day. Teachers working 180 days or more will receive one and a half (1.5) personal leave days.

Subd. 1b. Subject to personal leave accumulation, a teacher may request paid personal leave at their own discretion, provided a suitable substitute may be secured. Unused personal leave may accumulate to a maximum of seven (7) days.

Subd. 1c. Teachers on Step 10 or greater of the salary schedule shall earn an additional 0.5 day per year.

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

Subd. 3. An eligible employee as described in Article XI, Section 17, may request an advance of up to one (1) personal leave day. The employee must earn and pay back the advanced day of personal leave in the next school year. The employee will not be granted an advanced personal day in consecutive years. If an employee leaves the district's employment prior to earning the advanced personal day, then that day shall be deducted from the employee's last paycheck.

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

Section 7. Judicial Leave:

Subd. 1. A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a teacher serves on jury duty pursuant to this section, the school district will compensate the teacher for the difference between the regular salary and the amount received as jury duty pay.

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

Section 8. Sabbatical Leave:

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

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

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

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

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

Subd. 6.

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

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

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

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

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

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

Subd. 10. Applicants will be interviewed by the Sabbatical Leave Committee composed of one (1) administrator appointed by the superintendent, two (2) teachers appointed by the EPEA, one (1) board member appointed by the school board, the personnel director, and the superintendent. Interviews will be scheduled by March 1, and the applicants will be notified of their status by March 15. The teacher must confirm acceptance of a sabbatical leave offer within 15 days of the offer.

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

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

Subd. 13. A teacher is eligible to continue group insurance benefits, if permitted by the terms of the policy, including the board contribution, pursuant to this Agreement. A

teacher on leave under this section shall retain all accumulated disability and personal leave, but no additional disability and personal leave shall accrue during the period of time the teacher is on leave.

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

Section 9. Professional Development Leave:

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

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

Section 10. Association Leave:

Subd. 1. The Association shall have twenty-four (24) non-cumulative paid days credited to it at the beginning of each school year for Association representatives to conduct duties of the Association. The school district shall pay the cost of the substitutes.

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

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

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

Subd. 5. During each school year, the school district shall grant a four-tenths or five-tenths reassignment to the EPEA president, or a portion thereof, as a teacher on special assignment for fulfilling the duties of the EPEA president subject to the EPEA president notifying the Human Resources Department by April 1 of each respective year of their intent to be on reassignment for the succeeding school year. If the EPEA president elects this assignment, then the twenty-four (24) non-cumulative paid days as referenced in Subd. 1 of this section shall be decreased to twelve (12) days. The district shall act as the fiscal agent in paying the EPEA president's full salary as determined by their placement on the current salary schedule, and he/she shall receive benefits as though the teacher was

employed under their normal teaching contract for the same contract time as provided for in the previous school year. Therefore, a teacher having taught 6/10s time or more in the previous year would receive benefits, and a teacher having worked less than 6/10s would not receive benefits. The teacher serving as Association president retains the same rights to their position as assigned during the year preceding their EPEA presidency. The EPEA shall reimburse the district all but twelve (12) full days of the district's cost for salary and benefits of the substitute (replacement) teacher.

Section 11. General Leaves:

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

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

Section 12. Child Care Leave:

Subd. 1. The school district shall grant, upon request of the teacher, a child care leave, without pay, to one (1) parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term childcare shall include but not be limited to the period of time when a teacher is pregnant.

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

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

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

Subd. 5. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the

teacher to return to their employment prior to the date designated in the approved child care leave.

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

Section 13. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or disability, and has exhausted all disability leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The school district may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

Subd. 3. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the school district, such employee's employment may be terminated pursuant to M.S. 122A.40. (For insurance, benefits and seniority see Sections 14, 15, and 16 of this Article.)

Section 14. Insurance Application: A teacher on leave under Sections 11, 12, and 13 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs that he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such dates as determined by the school district. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment. However, a teacher who has performed services for at least one (1) semester or two (2) quarters during the school year shall receive the full school district contribution.

Section 15. Accrued Benefits: A teacher on leave under Sections 11, 12, and 13 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon their return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Article.

Section 16. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

Section 17. Eligibility: Except as otherwise provided herein, benefits provided in this Article shall apply to teachers employed at least twenty (20) hours per week and for the regular school year and shall not apply to teachers employed for a lesser period. However, part-time teachers employed at least eighty-five (85) days per year and fourteen (14) hours per week shall be eligible for disability leave with such accrual of disability leave days being proportionate to their normal work day.

ARTICLE XII UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

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

Section 2. Definitions:

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

Subd. 2. "Qualified" shall mean a teacher who is licensed in the subject matter or field and has successfully taught such subject matter category within the past five (5) years or who has earned fifteen (15) graduate credits in the subject matter or field within the past five (5) years. Qualified shall also include teachers who hold a license but have a position that does not require a specific license. Those teachers will be considered qualified in their field of licensure if they have taught in that field for a minimum of five years.

Subd. 3. "Seniority" means continuing contract, qualified teachers commencing with the first day of actual service in the school district and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other similar leave of absences. In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date, and thus have equal seniority, the teacher with the lower license file number as required by the State Department of Education shall be deemed senior.

Subd. 4. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated, by action of the school district and the teacher, without interruption of regular service, shall retain their original seniority date.

Section 3. Unrequested Leaves of Absence:

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

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

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

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

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Section 4. Reinstatement:

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

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

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

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

Subd. 5. If notice of recall is given to any teacher less than two (2) weeks prior to the commencement of school in any school year, such teacher shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year, provided, however, that any teacher so deferring the date of return to actual service shall sign an individual teacher contract for such next succeeding school year. Any teacher accepting recall shall notify the school district of such acceptance in writing, including notification of any election to defer the effective date of return to actual service, within thirty (30) calendar days after the date of mailing of the notice of recall. In the event a teacher accepts recall but defers the effective date of return, the school district shall be free to fill the vacant position on a temporary basis from any source, without regard to teachers remaining on unrequested leave of absence. The school district shall also be free to fill any position on a temporary basis pending completion of the recall procedure.

Section 5. Establishment of Seniority List:

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

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

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

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

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

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

Subd. 1. Eligible teachers hired prior to October 1, 1993 shall have the option to select participation in either Plan A or Plan B; however, that selection must have been made by February 1, 1998. Any eligible teacher having failed to make a determination by February 1, 1998 shall automatically remain in the retirement option (Plan A). Subsequent to the February 1, 1998 determination date, employees hired prior to October 1, 1993 may convert from plan A to plan B if a determination is made during the annual open enrollment period; however, employees may not convert from plan B to plan A. All conversions from plan A to plan B as provided for in this subdivision shall be effective on the September 15th pay period of each year following the open enrollment period.

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

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

Section 2. Retirement (Plan A):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

served and fractions thereof by ten (10). This portion of the premium shall be paid by the district for four (4) years.

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

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

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

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

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

Subd. 2. Eligible Association members hired after October 1, 1993 shall be eligible to participate in this plan.

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

Subd. 4. This matching tax-sheltered annuity program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity up to 2.25% of the employee's basic salary; however, any additional earnings from co-curricular activities, extended year salary or any other sources of income shall be excluded from eligibility.

Subd. 5. The salary reduction program (403.b. tax-sheltered annuity program) shall be administered on an evenly-distributed formula over each pay period.

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

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

Section 4. Group Hospitalization Insurance - (Plan A & Plan B): A teacher who retires pursuant to this Article but does not qualify for school-district-paid contributions pursuant to Section 2, Subd. 7 hereof, shall be eligible to continue participation in the school district group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier,

but shall pay the entire premium for such insurance commencing with the date of their early retirement. It is the responsibility of such a teacher to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The teacher's right to continue participation in such group insurance, however, will discontinue upon the teacher reaching the age of Medicare.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. The Association may file a class action grievance if the grievance involves more than five (5) employees.

Section 2. Representative: The employee may be represented during any step of the procedure by any person or agent designated by the association to act in their behalf. The administrator or school district may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred, or within twenty (20) days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An

effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

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

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

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the superintendent of schools (or designee), provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the superintendent, the superintendent or superintendent's designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or superintendent's designee shall issue a decision in writing to the parties involved.

Section 6. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein with the approval of the Association:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within fifteen (15) days following the decision in Level II or within fifteen (15) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Minnesota Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decisions: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering the copy of the transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 8. Grievance Form: A form that must be used for filing of grievances, provided herein as Attachment D, shall be provided by the school district. Such form shall be readily accessible in all school buildings.

Section 9. Election of Remedies and Waivers: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive their right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV MISCELLANEOUS

Section 1. Tax Sheltered Annuities: Teachers will be eligible to participate in a tax sheltered annuity plan pursuant to United States Public Law No. 87-370, M.S. 123.35, Subd. 12, and school district policy.

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

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

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

Section 5. Notice of Assignment: The school district will provide a teacher notice of tentative assignment prior to June 1 each year. The school district, however, reserves the right to modify such assignments when necessary for the operation of the school district.

Section 6. ADA Accommodations:

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

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

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

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2024 it shall give written notice of such intent no later than May 1, 2024.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the teachers of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, except by mutual agreement of the parties.

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

provision thereof. Any substitute provision shall be subject to negotiation between the parties to this Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

**AGREEMENT AUTHORIZATION SCHEDULE
DISTRICT 272**

**SALARY SCHEDULE A
2023 – 2024**

| STEP | QUARTER | | | | | | | | | | Internal Reference Only |
|-------|----------|-------|-------|-------|--------------|--------|--------|--------|--------------|--------|-------------------------------|
| | BA | BA+15 | BA+30 | BA+45 | BA+60/ MA | MA+15 | MA+30 | MA+45 | MA+60 /SP | Ph.D | |
| | SEMESTER | | | | | | | | | | |
| | BA | BA+10 | BA+20 | BA+30 | BA+40/ MA | MA+10 | MA+20 | MA+30 | MA+40 /SP | Ph.D | |
| 1 | 48765 | 51497 | 54230 | 56963 | 59697 | 62429 | 65161 | 67894 | 70627 | 73361 | B |
| 2 | 49430 | 52165 | 54897 | 57631 | 60363 | 63096 | 65828 | 68561 | 71294 | 74027 | C |
| 3 | 51431 | 54164 | 56896 | 59630 | 62360 | 65096 | 67827 | 70561 | 73293 | 76027 | D |
| 4 | 53430 | 56164 | 58896 | 61629 | 64361 | 67096 | 69828 | 72562 | 75293 | 78026 | E |
| 5 | 55430 | 58162 | 60896 | 63629 | 66361 | 69094 | 71827 | 74560 | 77294 | 80026 | F |
| 6 | 57430 | 60162 | 62896 | 65629 | 68361 | 71094 | 73825 | 76560 | 79292 | 82027 | G |
| 7 | 59429 | 62161 | 64895 | 67628 | 70361 | 73094 | 75826 | 78558 | 81295 | 84025 | H |
| 8 | 61430 | 64161 | 66894 | 69626 | 72361 | 75094 | 77827 | 80559 | 83290 | 86025 | I |
| 9 | 63430 | 66161 | 68894 | 71626 | 74359 | 77094 | 79826 | 82560 | 85291 | 88025 | J |
| 10-14 | 66628 | 69361 | 72095 | 74828 | 86157 | 88891 | 91623 | 94356 | 97088 | 99823 | K1-K5 |
| 15-21 | 71226 | 73961 | 76692 | 79426 | 91491 | 94222 | 96956 | 99689 | 102422 | 105154 | L1-L7 |
| 22-29 | 72361 | 75094 | 77827 | 80559 | 96023 | 98756 | 101488 | 104219 | 106954 | 109686 | M1-M8 |
| 30 | 73513 | 76246 | 78980 | 81710 | 100780 | 103509 | 106233 | 108956 | 111686 | 114412 | N |

**AGREEMENT AUTHORIZATION SCHEDULE
DISTRICT 272**

**SALARY SCHEDULE B
2024 – 2025**

| STEP | QUARTER | | | | | | | | | |
|-------|----------|-------|-------|-------|--------------|--------|--------|--------|--------------|--------|
| | BA | BA+15 | BA+30 | BA+45 | BA+60/ MA | MA+15 | MA+30 | MA+45 | MA+60/ SP | Ph.D |
| | SEMESTER | | | | | | | | | |
| STEP | BA | BA+10 | BA+20 | BA+30 | BA+40/ MA | MA+10 | MA+20 | MA+30 | MA+40/ SP | Ph.D |
| 1 | 50715 | 53557 | 56399 | 59241 | 62085 | 64926 | 67768 | 70610 | 73453 | 76295 |
| 2 | 51407 | 54252 | 57093 | 59936 | 62777 | 65620 | 68461 | 71303 | 74146 | 76988 |
| 3 | 53488 | 56331 | 59172 | 62016 | 64855 | 67700 | 70540 | 73383 | 76225 | 79068 |
| 4 | 55567 | 58411 | 61252 | 64095 | 66936 | 69779 | 72621 | 75464 | 78305 | 81147 |
| 5 | 57647 | 60488 | 63332 | 66174 | 69016 | 71858 | 74700 | 77542 | 80386 | 83227 |
| 6 | 59727 | 62568 | 65412 | 68254 | 71096 | 73938 | 76778 | 79622 | 82463 | 85308 |
| 7 | 61806 | 64647 | 67491 | 70333 | 73176 | 76018 | 78859 | 81701 | 84547 | 87386 |
| 8 | 63887 | 66727 | 69570 | 72411 | 75256 | 78098 | 80940 | 83782 | 86622 | 89466 |
| 9 | 65967 | 68807 | 71650 | 74491 | 77333 | 80178 | 83019 | 85863 | 88703 | 91546 |
| 10-14 | 69293 | 72135 | 74979 | 77821 | 89603 | 92447 | 95288 | 98130 | 100972 | 103816 |
| 15-21 | 74076 | 76919 | 79759 | 82603 | 95151 | 97991 | 100834 | 103677 | 106519 | 109361 |
| 22-29 | 75256 | 78098 | 80940 | 83782 | 99864 | 102707 | 105548 | 108388 | 111232 | 114073 |
| 30 | 76454 | 79295 | 82139 | 84978 | 104811 | 107649 | 110482 | 113314 | 116153 | 118989 |

**DISTRICT 272
CO-CURRICULAR
SALARY SCHEDULE C
2023 – 2025**

NON-ATHLETIC ACTIVITIES

| POSITION | Points | Salary at \$123.00 per Point |
|--------------------------------------|--|---|
| MUSIC | | |
| HS INSTRUMENTAL MUSIC | | |
| Fall Marching Band – all positions | 101 | 12423 |
| Pep Band – Head | .8 point per appearance appearances to be established 1649.85 annually | |
| Jazz Band – Head | 16 | 1968 |
| Jazz Band – Assistant | 10 | 1230 |
| Band Director – Head | 16 | 1968 |
| Band Director – Assistant | 14 | 1722 |
| Percussion Ensemble – Head | 17 | 2091 |
| Percussion Ensemble – Assistant | 13 | 1599 |
| Summer Marching Band – All Positions | 108 | 13284 |
| Winter Colorguard – Head | 18 | 2214 |
| Winter Colorguard – Assistant | 14 | 1722 |
| HIGH SCHOOL VOCAL MUSIC | | |
| Chamber Choir Director | 20 | 2460 |
| Female Ensembles | 4 | 492 |
| Male Ensembles | 4 | 492 |

| POSITION | Points | Salary at \$123.00 per Point |
|---|---------------|---|
| Carolers Director | 6 | 738 |
| Choral (Choir) Director | 12 | 1476 |
| Choral (Choir) Director – Assistant | 10 | 1230 |
| Chamber Winds Director | 12 | 1476 |
| Chamber Orchestra Director | 14 | 1722 |
| Orchestra Director | 16 | 1968 |
| Music Listening Director | 8 | 984 |
| Middle School Music Ensembles | 8 | 984 |
| ELEMENTARY SCHOOL MUSIC | | |
| 4 th – 6 th Grade Choir Director | 7 | 861 |
| 4 th – 6 th Grade Choir Assistant | 4 | 492 |
| Concerts and performances shall be compensated at the rate of .45 point per performance | | |
| STUDENT PUBLICATIONS | | |
| HIGH SCHOOL | | |
| Annual | 43 | 5289 |
| Eyrie | 26 | 3198 |
| Art & Literary Sec. | 5 | 615 |
| CENTRAL MIDDLE SCHOOL | | |
| Memory Book | 18 | 2214 |
| SCHOOL PROGRAMS | | |
| Elementary Student Council | 7 | 861 |
| Elementary School Patrol | 3 | 369 |

| POSITION | Points | Salary at \$123.00 per Point |
|---------------------------------|---------------|---|
| Elementary Memory Book | 9 | 1107 |
| High School Student Council | 43 | 5289 |
| Middle School Student Council | 26 | 3198 |
| Prom | 20 | 2460 |
| Connect 9 – All Positions | 24 | 2952 |
| NHS | 43 | 5289 |
| DECA | 29 | 3567 |
| Business Professional Club – HS | 28 | 3444 |
| Math Club – HS | 20 | 2460 |

SCHEDULE D

GRIEVANCE REPORT FORM
Independent School District 272
Eden Prairie, MN

Grievance No. _____

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts: _____

Specific Provisions of Agreement Allegedly Violated: _____

Particular Relief Sought: _____

Dated: _____

Signature of Grievant

Signature of Union Representative

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

Memorandum of Understanding 2023-2024
One-Time Payment of \$1,500

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

The School District will pay a one-time payment of \$1,500 to each teacher per the guidelines below:

- The one-time payment of \$1,500 is based on a 1.0 FTE
 - This one-time payment does not increase for teachers who teach above a 1.0 FTE
 - This one-time payment will be prorated for teachers who teach less than a 1.0 FTE
- This one-time payment is applicable to all FTE teachers. The following staff will not receive the payment:
 - Eden Prairie Online (EPO) MOU teachers
 - Long-term substitutes with less than a semester of employment with the school district

This Memorandum of Understanding expires on June 30, 2024, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Association’s Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2023-2025
Online Learning: Hours of Compensation

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

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

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

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2023-2025
Early Childhood Special Education Stretch Calendar

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

1. Effective for the 2023-2025 school years, the School District and the Association agree to a Stretch Calendar for all new hires for the birth to three program for the Early Childhood Special Education Program (hereinafter referred to as “ECSE”) for the 2023-2025 school year. For the purpose of this memorandum, a “stretch calendar” is defined as a school year calendar from July 1 to June 30 of a given year. This will include keeping the total contract days at the number set in the EPEA Master Agreement (185 days) plus 5 additional pro-rata days of pay for a total of 190 days.
2. Effective for the 2023-2025 school year, the School District and the Association agree that all current birth to three ECSE teachers hired on or after July 1, 2008 will work under the stretch calendar for the 2023-2025 school year. Each school year, 2023-24 and 2024-25, teachers hired prior to July 1, 2008 will be given an option of working the stretch calendar or the calendar as defined in the EPEA Master Agreement. This option will be in place for teachers hired prior to July 1, 2008, for the 2023-2025 school years.

The Association and the ECSE administration will jointly meet with the ECSE birth-to-three ECSE team who will be on a stretch calendar to set a mutually agreed upon stretch calendar for the 2023-24 and 2024-25 school year. These meetings will take place prior to the transfer process being conducted.

3. For all ECSE teachers hired prior to July 1, 2008, and who are choosing the option of not electing to participate in the stretch calendar will work the District 185-day calendar defined in the EPEA Master Agreement (185 days). The Association and the ECSE administration will meet jointly with each teacher who is less than full time to set a mutually agreed upon calendar for the 2023-24 and 2024-25 school years. These meetings will take place prior to the transfer process being conducted.
4. The Association and the District will review this agreement on an annual basis for the purpose of evaluating the implementation of the stretch calendar. During the annual review of this MOU, the Association and the District will assess the program with the intent to refine and continue the stretch calendar for the ECSE birth-to-three teachers hired after July 1, 2008, and a choice given to the ECSE birth-to-three teachers hired

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

This Memorandum of Agreement will sunset on June 30, 2025.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2023-2025
EPEA President's Leave

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

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

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

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

1. During the 2023-2025 school years, the school district shall grant a full (1.0 FTE) reassignment to the EPEA president, as a teacher on special assignment for fulfilling the duties of the EPEA president. The district shall act as the fiscal agent in paying the EPEA president's full salary as determined by their placement on the current salary schedule, and they shall receive benefits as though the teacher was employed under their normal teaching contract for the same contract time as provided for in the previous school year. The teacher serving as Association president retains the same rights to their position as assigned during the year preceding their EPEA presidency. The EPEA shall reimburse the district \$40,000 if the EPEA President elects this option.
2. By February 1st of 2024, EPEA will notify the District if it is the intent of the EPEA President to be full time released for 2024-2025, or if they will be considering the four-tenths or five-tenths reassignment as outlined in Article XI, Section 10, Subdivision 5. By February 1st of 2025, EPEA will notify the District if it is the intent of the EPEA President to be full time released for 2025-2026, or if they will be considering the four-tenths or five-tenths reassignment as outlined in Article XI, Section 10, Subdivision 5.
3. The District agrees to provide a private office space for the EPEA, for use by its President and other elected officers to conduct the business of the union, including:
 - A minimum of a desk, desk chair, phone, file cabinet, and the same district technology typically provided to other teachers.
 - The District and the EPEA agree that the EPEA materials in this office space will be treated as confidential EPEA property. The office will have a lock, and access will be limited to EPEA officers and District custodial staff performing routine maintenance.
 - Either party may cancel its participation regarding the usage of the office by providing notice of cancellation a minimum of 60 calendars days prior to the date of cancellation.

4. This agreement will be reviewed prior to the onset of 2025-2026 school year hiring timeline and is subject to recertification by both parties.

This Memorandum of Understanding expires on June 30, 2025 and it shall have no force or effect thereafter, unless so agreed in writing by the Union and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Teachers' Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2023-2025
Q-Comp Letter of Agreement – Alternative Compensation Plan

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

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

Effective for the 2023-2025 school year, the School District and the Association agree, contingent on approval by the Minnesota Department of Education, to enter into a two-year Letter of Agreement that includes a professional compensation system. The system includes career ladder positions, professional development activities aligned with student needs, compensation linked to performance and student achievement, a comprehensive teacher evaluation system, and an alternative pay schedule.

Section 1. Career Ladder Positions:

A career ladder role is a position eligible for a licensed staff member to assume while maintaining a primary role in instructing students, which outlines any additional compensation provided for these responsibilities. If the compensation for the position includes full-time release from the classroom, the position must have a term limit, not to exceed five consecutive years. Teacher leader roles are focused on facilitating site-based professional development to help other staff improve instructional skills as outlined in Minnesota Statutes, section 122A.414, subdivision 2, paragraph (b), clauses (1), and (2), (4).

Career Ladder positions include the Team Leads, Q-Comp Observers, and the Q-Comp Coordinator.

Subd. 1: Q-Comp Observer: Description: The Teacher Observer will provide peer observation and feedback relative to the selected proficiencies identified in Section 3, Subd, 1 (Instructional Framework) of this MOU for staff in all licensed areas. The observer will schedule pre-and post-observation conferences with each teacher observed. Observers will provide each teacher with a written report that includes observation forms, portfolio information, student data and other evidence from the observation. The observer will also work with coaches on professional development needs and may assist site Q-Comp teams and Professional Learning Communities (PLCs) to translate proficiency "look fors" into best instructional or work-place practices. Compensation for this position will come in the form of release time.

Subd. 2: PLC Leads: Description: PLC Lead will provide leadership and guidance to grade level or content area PLC teams. The PLC Lead will serve as the content specialist and coordinate/implement training on specific content standards and proven instructional strategies related to the team's student achievement goal. Leads will work with principals,

district Learning and Innovation Department staff and Q-Comp observers to identify specific instructional strategies to assure gains in student achievement. Compensation for this position will come in the form of a \$900 stipend per lead.

Subd. 3: Q-Comp Coordinator: Description: The Q-Comp Coordinator position provides overall leadership for the Q-Comp program and ensures all Q-Comp policies and procedures are maintained. Compensation for this position will come in the form of release time.

Sudb. 4: Hiring Guidelines: The staffing ratio/model, hiring process, job descriptions, and time commitment for the Q-Comp Coordinator, the Q-Comp Teacher Observer and PLC Leads will be reviewed by the Q-Comp Steering committee prior to the positions being posted. In the event that hiring is after the district hiring rounds, any openings as a result of the Q-Comp Coordinator or the Q-Comp Teacher Observer hiring will be a Round 2 posting for 5 days. Teacher Observers will receive additional, pro rata compensation if it is determined that their assignment exceeds the definition of the allotted FTE. The Q-Comp Steering Committee will serve as the hiring committee for the Q-Comp Observers and the Q-Comp Coordinator and will make their recommendation for hires to the Director of Learning, Teaching, and Curriculum.

Section 2. Job-Embedded Professional Development:

Job-embedded professional development refers to all the professional learning opportunities licensed teachers have during their contract day throughout the year. Ongoing, site-based professional development is facilitated by trained teacher leaders through individual, team, and schoolwide learning activities and allows licensed teaching staff members to improve instructional skills to meet identified student needs. Professional development is collaborative in nature and builds professional relationships among licensed teaching staff members and administrators. It is aligned with district and site staff development plans, as well as state and local academic standards outlined under section 122A.413 and 122A.60. Ultimately, professional development activities are designed to improve content knowledge and instructional skills of all licensed teaching staff members.

Subd. 1: Professional Learning Community

a) Formation:

- i. The focus of PLC work will be aligned with site goals.
- ii. The team will focus on specific student achievement goals and identify instructional strategies.
- iii. Coaches or partner teachers may be used to coach in the classroom to support the teacher's proficiency using the identified instructional strategy and self-assessments on the standard rubric.
- iv. PLC leaders will link the focus and learning of the PLC to district goals.
- v. Licensed teachers will be expected to attend all the PLC meetings as determined by the site Teaching and Learning Committee (TLC) committee (or its equivalent).

- b) Logistics: Site PLC lead teams will review a proposed site calendar of PLC meeting dates before the end of each respective school year. These calendars will be shared with the Q-Comp Coordinator.

Sudb. 2: Staff Trainings: Staff development activities throughout the year are coordinated in response to the evaluation process and outcomes as directed under Minnesota Statute 122A.60 and 122A.61. These staff development activities are provided by trained Q-Comp teacher leaders whose primary role is in instructing students, such as mentor teachers.

Sudb. 3: Staff Meetings: Site staff meetings occur per the Q-Comp calendar and include whole staff learning opportunities.

Section 3. Teacher Observation and Evaluation:

Subd. 1: Instructional Framework: Aligned to the professional teaching standards in MN Rule 8710.2000, Eden Prairie Schools establishes common language for licensed teachers, teacher leaders, and school leaders as all parties discuss effective teaching practices through a common framework. Eden Prairie Schools has chosen to use Charlotte Danielson's Framework. Staff will be marked as “basic,” “developing,” “proficient,” or “distinguished” for each of the look fors within the rubric framework.

a) Tenured Staff:

- i. Domain 1 (planning and preparation) items will be covered in the pre-observation meetings.
- ii. Domain 2a-e and 3a-e items will be observed within the two observations by Q-Comp Teacher Observers.
- iii. Domain 4a (reflection component) will be covered in the post-observation conversations.
- iv. Principals and supervisors will cover the remaining Domain 4 elements on professional responsibility in their formative and summative discussions with staff.

b) Probationary Staff:

- i. Probationary staff will be evaluated on standards of the Charlotte Danielson Framework.
- ii. By the end of the third observation, all of the standards will have been evaluated.

Subd. 2: Observation Cycles:

a) Tenured Staff:

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

- ii. Q-Comp Teacher Observers will determine proficiency after the second observation.
 - iii. Teachers found non-proficient after two observations will have a third observation to determine proficiency by the principal/site administrator together with their Q-Comp Teacher Observer.
 - iv. The 3rd observation cycle needs to be completed by May 8 of each school year.
 - v. The third observation for tenured teachers found proficient after two observations will be conducted by the site principal/associate principal or supervisor.
 - 1. In the formative years of Minnesota Teacher Development and Evaluation, this observation will be a walk-through observation and a face-to-face meeting with the teacher to discuss their two Q-Comp observations conducted by their Q-Comp Teacher Observer and the walk-through observation regarding student engagement.
 - 2. In the summative years of Minnesota Teacher Development and Evaluation, this observation will be a comprehensive evaluation of all the domains of the Eden Prairie School District Framework for Effective Teaching Standards.
 - vi. A teacher may appeal an observation report and ask to be observed by a different Q-Comp Teacher Observer. The Q-Comp Teacher Observer will be selected by the Executive Director of Human Resources. A written request for the replacement observation must be filed with the Executive Director of Human Resources within ten (10) working days of that observation's post-conference.
- b) Probationary Staff:
- i. Each teacher will have three observation cycles based on the standards set by the Q-Comp Steering Committee within the Eden Prairie School District Framework for Effective Teaching Standards.
 - ii. An assigned site supervisor/administrator will determine proficiency after the third observation.

Section 4. Performance Pay and Reformed Salary Schedule:

Subd. 1: Individual Award:

- a) An Alternative Compensation Salary Schedule shall be in effect for the 2023-2025 school years. Teachers on the Alternative Compensation Salary Schedule shall receive a Performance Increment (a step on the salary schedule) after a year of experience and after demonstrating proficiency, as deemed by their Q-Comp Teacher Observer. The structure of this salary schedule shall be identical to the 2023-2025 Master Agreement.

b) Individual Performance Awards of \$2300 per teacher will be paid to teachers who have completed their observations cycles (as defined in Sec. 3 Subd. 2) and demonstrated proficiency, as deemed by their Q-Comp Teacher Observer for continuing contract teachers, or by site administrator/supervisor for probationary teachers.

1. Teachers will receive \$1150 of their \$2300 Individual Performance Award in a Post-Employment Voluntary Employee Beneficiary Association (VEBA).
2. This Individual Performance Award will be paid on June 30, of each respective year.
3. Teachers on a leave of absence of more than two weeks (10 contract days) will receive a pro-rata award based on their FTE (adjusted for the days missed), unless all observations and PLC requirements were met, by which the teacher will receive the full award.
4. Teachers resigning prior to the completion of the school year will not be eligible to receive a performance award, team award and site award for that respective school year.
5. Teachers hired after October 1 of each year, will not be eligible to receive a performance award for that school year.
6. Long-term substitute teacher (working less than the full year) will not be eligible for the performance award for the school year.
7. Probationary teachers released from their probationary contract due to performance reasons will not receive any Q-Comp Award.

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

1. Fulfill the same meeting expectations and observation requirements as a full-time teacher and receive the same Performance Award as a full-time teacher. Teachers electing this option will not receive additional compensation for meetings attended outside their regular workday.
2. Fulfill the same observation requirements as a full-time teacher and attend a pro rata number of meetings. A teacher electing this option shall receive a pro rata amount of the Performance Award based on the teacher's fiscal FTE. Teachers electing this option will receive additional compensation for meetings attended outside their regular workday as approved by their supervisor and paid through site level funds.

Subd. 2: PLC Award: A PLC Award of \$1 per teacher will be paid to each teacher whose team (as determined by their site) has met the respective year's student achievement goals. Teachers who work less than full time (1.0 FTE per year) and at least 555 hours per contract year (an average of fifteen hours per week for the entire school year) and start on or before October 1 and participate in all Q-comp team meetings will

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

Subd. 3: Site Award: Site Achievement Awards of \$1 per teacher will be paid to each site that meets or exceeds the student achievement site goal. The award is to be dedicated to the expenditures connected to professional development for teachers and be targeted toward improving student achievement. All awards will be reviewed and approved by the Q-Comp Steering Committee. This award will be paid within 30 days after the required data becomes available. The site TLC will be responsible for the allocation of site funds. Any balance in this fund will carry over at the site for the following year.

Subd. 4: Not Reaching Proficiency: Teachers not reaching proficiency by the end of each respective school year will not receive a Performance Increment (or step on the salary schedule) for the following school year and will not receive the Individual Performance Award for the respective school year. Continuing contract teachers not reaching proficiency by the end of the school year may request an additional observation during the following school year by the principal/site administrator prior to December 31. If at that time they demonstrate proficiency on the standards set forth by the Q-Comp Steering Committee within the Eden Prairie School District Framework for Effective Teaching Standards, then they will receive the Performance Increment retroactive to the start of that respective school year. Based on the requested additional observation, the principal/site administrator will make the final determination regarding proficiency.

Section 5. Additional Plan Items:

Subd.1: Steering Committee: This agreement establishes a District Q-Comp Steering Committee, consisting of four teachers (EPEA President and three other teachers appointed by the EPEA President), the Q-Comp Coordinator and five administrators appointed by the Superintendent to meet regularly during the 2023-2025 school years to assist in system oversight. This committee will also serve as the district Q-Comp appeal committee. In the event the school district and the EPEA mutually agree to not employ a Q-Comp Coordinator, a fourth teacher will be appointed by the EPEA President (maintaining the membership agreement of five (5) EPEA teachers and five (5) district administrators).

Subd. 2: Funding and Budgeting: At the end of each school year, unspent Q-Comp funds will be placed in a designated Q-Comp account. The district Q-Comp Steering Committee will receive budget statements at a fall and spring steering committee meeting regarding the Q-Comp expenditures by site and also by the district. The Q-Comp Steering Committee will determine the future of such funds.

The Q-Comp budget is set by the Q-Comp Steering Committee.

Should the funding for the Q-Comp program be reduced by either state aid or reduced local levy to the point that the program could no longer be sustained, the EPEA and the Eden Prairie Schools agree to eliminate the Q-Comp Plan. Teachers would return to the system of pay increases as it existed prior to the creation of Q-Comp. Any negotiated changes to the salary schedule and benefits not associated with Q-Comp will be maintained.

Subd. 3: EPEA Membership Vote: The EPEA membership will vote on the mutually agreed upon 2023-2025 Eden Prairie Schools Q-Comp Plan prior to submission to the Minnesota Department of Education for approval. EPEA Membership approval to participate in the plan will be indicated by a simple majority vote.

Subd. 4: Mutual Agreement: Following all statutory requirements of MN Statute 122A.414 along with guidelines and requirements of the Minnesota Department of Education regarding Q-Comp, all changes to the Eden Prairie Schools Q-Comp plan must be mutually agreed upon by both the Eden Prairie Education Association and the district before submission to MDE for approval. If mutual agreement by both parties is not reached for a 2023-2025 Q-Comp plan, Eden Prairie Schools will no longer participate in the Minnesota Q-Comp Program with the Minnesota Department of Education.

This Letter of Agreement will sunset on June 30, 2025. If a successor agreement is not reached prior to June 30, 2025, the association and district may mutually agree in writing to continue this agreement until a successor agreement is reached.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2023-2025
Preschool Teachers

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

PROBATION, DISCIPLINE, AND TERMINATION

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of 3 years of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement.

Section 2. Discipline/Suspension/Discharge:

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

LAYOFF, REDUCTION IN FORCE AND RECALL

Section 1. Layoff: An employee shall receive a minimum of a 14-day notice for any alteration of their work schedule that results in the reduction of days or hours per week in the assignment during the year (the school district will attempt to provide an 8 week notice when possible).

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

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

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

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

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

Subd. 3. Publication of Seniority List: On or before October 1st of each year, the School District shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall establish seniority by name and seniority date with the employee with greatest seniority listed first. This seniority list shall be provided to the Exclusive Representative and posted by the School District in the appropriate area for employees at each work site. Employees shall have twenty (20) days after the posting date to challenge their rank or status on the seniority list, and absence of such challenge shall constitute full agreement by the employee.

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

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

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

Subd. 3. Notice of Layoff: In the event of a layoff, the School District shall notify the Exclusive Representative and the affected employee(s) at the earliest opportunity.

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

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

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

previously held, they will continue to have rights within their recall period (5 years from lay-off) to be reinstated to their former hours.

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

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

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

Section 7. Employment Rights During Layoff: Any preschool teacher placed on layoff may engage in teaching or any other occupation during the leave and will not lose credit for years of service in the district earned prior to the commencement of such layoff.

This Memorandum of Understanding expires on June 30, 2025 and it shall have no force or effect thereafter, unless so agreed in writing by the Union and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Teachers' Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2024-2025
Compensation for Licensed, Non-Classroom Teacher Substitutes

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

Effective the 2024-2025 school year, when a licensed, non-classroom teacher serves as a substitute, the teacher shall have the option to be paid at the following schedule below or receive a personal day after subbing the number of times equivalent to a full student day. Teachers may earn a max of 2 personal days per year for subbing. Subbing periods earned towards a personal day will carry over to the following school year.

| | |
|--------------|----------------------|
| | <u>2024-2025</u> |
| High School: | \$60 for one period |
| | \$100 for a half day |
| | \$150 for a full day |

| | |
|--------------------|----------------------|
| | <u>2024-2025</u> |
| All other schools: | \$50 for one period |
| | \$100 for a half day |
| | \$150 for a full day |

It is understood that the compensation provided above recognizes the additional work the employee will need to complete outside of contract hours to complete their regular assignment.

This Memorandum of Understanding expires on June 30, 2025 and it shall have no force or effect thereafter, unless so agreed in writing by the Union and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Teachers' Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2024-2025
Preparation Time: Lunch and Recess Duty

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

Effective in the 2024-25 school year, the School District will not require elementary teachers to supervise lunch and outdoor recess for students in order to afford more preparation time for our teachers.

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Association’s Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2024-2025
Paid Time Off: Workplace Injury

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

In the event that a staff member is injured on the job, files a workplace injury claim with the worker’s compensation insurance carrier, and needs to be absent from work, the following process will be in place upon approval of the claim:

- The employee will be paid by the School District for the first three days of absence.
- The first three days of absence will be reimbursed in the employee’s sick leave bank.

In the event a worker’s compensation claim is denied by the insurance carrier, the employee’s sick leave bank will not be reimbursed. The School District will approve employees’ use of available leave balances (including sick time, personal leave, or unpaid leave) in order to recover from an incident in accordance with the Association’s Master Agreement, state law, and federal law.

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Association’s Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2024-2025
Compensation for Special Events

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

Effective the 2024-2025 school year, when a teacher is required by their supervisor to attend any of the following four events, the teacher will be paid the curriculum rate defined in the contract:

1. School Carnival
2. Open Houses
3. Elementary Music Nights
4. Graduation

This MOU is only to be interpreted for the four events above. “Required” attendance at these events will be determined by the supervisor.

This Memorandum of Understanding expires on June 30, 2025 and it shall have no force or effect thereafter, unless so agreed in writing by the Union and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Teachers' Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

Memorandum of Understanding 2024-2025
Class Size and Staffing Allocation Ratios

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

Based on the proposal from the Association, the School District has examined class size data and found instances where unbalanced use of allocated staff has created irregular class sizes. While there will always be some variability in class sizes based on enrollments, course registrations, and specific course requirements, what has happened this school year is outside what is typical.

Because of this, the School District:

- Apologizes for this and the impact it has had on our learning community.
- Commits to having its cabinet team deeply involved in supporting school administrators in reviewing and maintaining class sizes as outlined in budget allocations.
- Continue to monitor class sizes and staffing allocation ratios at all schools for the 2024-25 school year to ensure alignment with Board-approved class size targets and staffing allocation ratios.
- Will meet with the high school team after registration to correct processes and review every class by every department in every term.
- Commits to evaluating the impacts of class size on classroom instruction and student success at all schools at Labor Management Committee meetings.

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Association’s Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Negotiator – Steve Bartz

EPEA President – Dominic Kirkpatrick

Board Negotiator – Aaron Casper

Board Negotiator – Charles Strehl

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: February 26, 2024

MEMORANDUM

TO: Principals, Associate Principals, Cabinet, and other district leaders

FROM: Dr. Joshua Swanson, Superintendent

DATE: February 27, 2024

SUBJECT: Honoring the work and time of our teachers and licensed staff

Dear Colleagues,

I hope this message finds you well. As we think about the work necessary to meet our mission of inspiring each student every day, I want to take a moment to address the importance of balancing the demands on our teachers' and licensed staff's time to ensure it is utilized effectively.

Our educators play a crucial role in the success of our district, and we should acknowledge and respect the time and effort they dedicate to their students and classrooms. Collaboration and professional development are important — and it's equally important to strike a balance that allows teachers the necessary time for planning, grading, and focusing on the individual needs of their students.

In light of this, I ask us to be mindful of the number and length of required meetings that we schedule for our teachers. While there will always be important topics that require coming together, be considerate of the overall workload our teachers bear. Whenever possible, I recommend trying to limit meetings that are not legally mandated, required for due process, unforeseeably necessary, or paid committee meetings to no more than twice a week; however, I also acknowledge there are times where this won't be possible.

Examples that would fall into the two-meetings-per-week guidance include PLC meetings, staff meetings, and required professional development. Meetings that would not count toward this guidance include legally required meetings (e.g., IEP meetings, required observations), emergency situations, paid committee meetings (e.g., PLC Lead, Department Lead), and optional professional development.

In your scheduling, please prioritize the efficiency of meetings. Make sure they are purposeful, well-structured, and directly contribute to the advancement of our mission and strategic plan. By doing so, we can maximize our impact while minimizing any undue burden.

I appreciate your help in creating an environment that continues to value and support the individual gifts, interests and talents of our licensed staff.

Memorandum of Understanding 2023-2025
Read Act: Letter of Agreement - Read Act Implementation Plan

WHEREAS, the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025, and;

WHEREAS, the State of Minnesota has passed educational policy statutes that will require certified staff to receive concentrated training during the 2024-2025, 2025-2026, and 2026-2027 school years, mandated by the READ Act; and

WHEREAS, completion of this work may require scheduling and work outside of the designated contract duty day and outside of the designated contract work year;

THEREFORE, the parties agree to the following:

Subdivision 1: Affected Staff for Phase 1

This Memorandum of Understanding is applicable to the following Eden Prairie Schools certified staff:

- a. PreK through grade 12 reading intervention teachers;
- b. PreK through grade 3 classroom teachers;
- c. Grade 4-5 teachers are optional
- d. Special Education teachers in grades PreK-12
- e. Certified staff who select literacy materials for the school district
- f. Elementary multi-language educators

Subdivision 2: Training Options and Accompanying Stipend

Certified staff identified to complete this training in OL&LA: Online Language and Literacy Academy – Consortium on Reaching Excellence in Education (CORE) training will provide notice to the district of which option they choose to complete this coursework following four options:

Phase 1 Staff: (Beginning 24-25 school year)

1. Option A:

- a. Forty (40) hours of asynchronous training falling between June and November 2024, to be completed outside the contract duty day.
- b. Fourteen (14) hours of combined asynchronous and live training falling on two professional development days (August and November 2024)
- c. A total stipend in the amount of \$1,200 will provided for those participating in Option A
- d. The stipend will be awarded in partial payouts within thirty (30) days of completion of each module within Option A.

2. Option B:

- a. Thirty-nine (39) hours of asynchronous training falling between July and November 2024, to be completed outside the contract duty day.
- b. Fourteen (14) hours of combined asynchronous and live training falling on two professional development days (August and November 2024)
- c. One (1) hour of training to be used for READ Act training during designated PLC time between September and November 2024.
- d. A stipend in the amount of \$1,170 will be provided for those participating in Option B
- e. The stipend will be awarded in partial payouts within thirty (30) days of completion of each module within Option B.

3. Option C:

- a. Thirty-two (32) hours of asynchronous training falling between August 2024 and April 2025, to be completed outside the contract duty day.
- b. Twenty-one (21) hours of combined asynchronous and live training falling on three professional development days (August and November 2024, and April 2025)
- c. One (1) hour of training to be used for READ Act training during designated PLC time between September 2024 and April 2025.
- d. A stipend in the amount of \$960 will be provided for those participating in Option C
- e. The stipend will be awarded in partial payouts within thirty (30) days of completion of each module within Option C.

4. Option D:

- a. Asynchronous training totalling 54 hours will be completed on designated professional learning days, including workshop week, fall, and spring professional development days.
- b. Training will continue over the course of 2 full school years (2024-25 and 2025-26), plus one additional PD day during workshop week of the third school year (2026-2027).
- c. Required synchronous/live training will occur at specific times during designated professional development days
- d. No stipend will be provided for those participating in Option D

Subdivision 3: Previously Acquired Qualifying Training

1. Stipend Payout:

- a. Individuals who have already completed qualified training under the provisions of the READ Act need not participate in the Eden Prairie “CORE” training options.
- b. In recognition of training already completed state requirements, staff will receive a stipend in the amount of \$1,200 upon the receipt of appropriate documentation, unless a stipend has already been awarded to the individual for the training. This is applicable to employees who received qualifying READ Act training as an Eden Prairie employee.

2. Participation in Eden Prairie Read Act “CORE” / OL&LA Training:

- a. Staff who have already completed LETRs training will be provided the opportunity to participate in the Eden Prairie “CORE” OL&LA training.
 - b. An additional stipend corresponding to Options A-C will be provided.
3. Staff who enter Eden Prairie Schools with partial completion of “CORE” training:
 - a. Staff who are new to Eden Prairie Schools with partial completion of qualified training will have a choice of training options that fit the timing of their employment start date and training already completed; not all training options will be available due to calendar timing and status of hours already completed. The parties will work with individuals to determine the training options that best fit their schedule and needs.
 - b. Staff will be awarded a stipend based on the modules completed at Eden Prairie Schools and the training option selected.

Subdivision 4: Continuing Education Credits and Semester University Credits

1. Continuing Education Credits:
 - a. Upon successful completion of each READ Act Module, the equivalent number of hours required to complete the module, including both asynchronous and synchronous live training sessions, will be entered into the Eden Prairie Schools TalentEd Perform database.
 - b. Upon the completion of all modules, each staff member who participated in Eden Prairie Schools “CORE” training will have a total 54 hours of literacy CEUs applied, regardless of which training option is chosen.
2. Semester University Credits:
 - a. In partnership with Concordia University St. Paul, staff may elect to seek university credit in lieu of receiving a stipend.
 - b. Staff electing this option will complete all requirements of the Eden Prairie Schools READ Act training as well as the requirements outlined in Concordia University’s course syllabus.
 - c. One (1) semester credit will be awarded to individuals who successfully complete all coursework for credit. This credit may be applied to a lane change.
 - d. This one (1) semester credit is offered for a one-time amount of \$145, paid by the teacher.

Subdivision 5: Duration and enforceability

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply to the interpretation or application of language in the Association’s Master Agreement.

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

EPEA Representative

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

EPEA Lead Negotiator – Charles Cooper

Board Chair – Aaron Casper

EPEA President – Dominic Kirkpatrick

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: June 24, 2024

Memorandum of Understanding 2024-2025
E-Learning Days

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

- For the duration of any E-learning days declared by the District, all employees will be paid their full wages for scheduled work hours and benefits.
- On E-learning days declared by the District, any employee is expected to work from home (as determined by the school district) to complete their regular duties, to the extent possible. The first day of school closure due to inclement weather in a school year WILL NOT be an e-learning day, it will be a designated day for teacher preparation for future e-learning.
- On any E-learning day declared by the district, the following duties / plans will exist:
 - For elementary teachers (K-5), synchronous instruction will begin at 9:30 a.m. with a morning circle followed by 30-minute lesson launches for literacy and math as scheduled by the classroom teacher. Individual check-ins with students will occur throughout the day for students requesting support. Elementary specialists will prepare asynchronous lessons and be available for students requesting support in the completion of those lessons from 9:30 a.m. - 3:30 p.m. through virtual calls (Zoom) as provided by the district.
 - For middle school teachers (6-8), synchronous instruction will begin at 9:30 a.m. and will follow a revised CMS schedule. The revised schedule will be drafted by the middle school administrative team in collaboration with middle school teachers. The revised schedule will require teachers to provide live lesson launches in the first 17 minutes of every period on a virtual call (Zoom) as provided by the district.
 - For high school teachers (9-12), synchronous instruction will begin at 9:30 a.m. and will follow a revised EPHS schedule. The revised schedule will be drafted by the high school administrative team in collaboration with high school teachers. The revised schedule will require teachers to provide live lesson launches in the first 30 minutes of every period on a virtual call (Zoom) as provided by the district.
 - For teachers in the TASSEL program, synchronous and asynchronous activities will begin at 9:30 a.m. and TASSEL will follow a revised schedule. Teachers will also be available for a 30-minute check-in at 12:30 p.m. Students will engage in asynchronous activities throughout the day as assigned by teachers. Students can request independent check-ins with their teachers on a virtual call (Zoom) from 9:30 a.m. a.m. - 3:30 p.m.

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation or application of language in the Association's Master Agreement.

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

EPEA Representative

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

EPEA President – Charles Cooper

Board Chair – Aaron Casper

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: January 27, 2025

Memorandum of Understanding
Temporary Staffing through Third-Party Entities

WHEREAS, Eden Prairie Schools (“the District”) and the Eden Prairie Education Association (“the Union”) are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023 through June 20, 2025; and

WHEREAS, the District posts open positions and actively works to hire qualified employees to fill open positions, but this Fall has been unable to hire qualified employees in “hard-to-fill” positions (e.g., Licensed School Nurses, Occupational Therapists, Speech/Language Pathologists) for all open positions, which has resulted in understaffing, negatively impacting both students and colleagues; and

WHEREAS, the District and the Union have discussed the District’s need to temporarily contract with a third-party private or public entity (“outside agency”) to obtain the services of qualified personnel for hard-to-fill positions and are entering into this MOU to ensure that no misunderstandings arise.

NOW, THEREFORE, the District and the Union agree as follows:

1. **Right to Contract.** The parties agree that the District may contract with outside agencies to obtain the services of qualified personnel (“agency employees”) for the following positions: Nurses, Occupational Therapists, and Speech/Language Pathologists, but only if the District has advertised for an open position for ten (10) consecutive work days and no qualified and acceptable candidates, as determined by the District, have applied, been interviewed, and been accepted to the position.
2. **Employment Status.** For all purposes and at all times, all agency employees who are assigned to the District by an outside agency will be considered to be an employee of the outside agency and not an employee of the District. As a result, the District will not pay the agency employee directly; the CBA between the Union and the District will not apply to the agency employee; the agency employee will not be a “public employee” nor a member of the bargaining unit, and the agency employee will not acquire any seniority rights, continuing contract rights, nor other employment rights in the District. The agency employee’s compensation will be determined solely by the agency, as the employer.
3. **Continued Posting.** The District agrees that it will keep open Union bargaining unit positions posted until filled by a District employee. The parties agree that the District retains discretion to determine the qualification and acceptability of employees hired into open positions. The District also agrees that it will not agree to language with the agency that in any way compromises this obligation to keep the position open.

4. **No Precedent.** Nothing in this MOU may be deemed to establish a precedent or practice arising out of or relating to the CBA between the District and the Union. This MOU does not decrease any rights the District would have outside of this MOU. It also does not constitute a waiver by the Union to challenge assignments of bargaining unit work that it believes violates the CBA or applicable law, except as set forth in this MOU. This MOU is enforceable through the CBA grievance process.
5. **Exclusive Representative Rights.** The Exclusive Representative does not waive and expressly reserves its right to challenge any and all School District assignments of bargaining unit work under any future circumstance that the Exclusive Representative alleges to violate the CBA or any applicable law. Nothing in this MOU may be deemed to establish an interpretation of the CBA, a precedent, or a practice or to alter any established interpretation, precedent or practice arising out of or relating to the CBA.
6. **Entire Agreement.** This MOU constitutes the entire agreement relating to the District's right to contract with outside agencies to obtain the services of agency employees. No party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

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

EPEA Representative

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

EPEA President – Charles Cooper

Board Chair – Aaron Casper

Executive Director of Human Resources
Thomas May

Date Ratified by School Board: January 27, 2025