MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

Eden Prairie, Minnesota

AND

MINNESOTA **S**CHOOL **E**MPLOYEES **A**SSOCIATION

Representing

MSEA EDEN PRAIRIE PARAPROFESSIONALS

July 1, 2026 through June 30, 2028

TABLE OF CONTENTS

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
I.	**PURPOSE**	
	Section 1. Parties	1
II.	**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**	
	Section 1. Recognition	1
	Section 2. Appropriate Unit	1
III.	**DEFINITIONS**	
	Section 1. Terms and Conditions of Employment	1
	Section 2. Description of Appropriate Unit	1
	Section 3. Other Terms	2
	Section 4. Definitions	2
IV.	**SCHOOL DISTRICT RIGHTS**	
	Section 1. Inherent Managerial Rights	3
	Section 2. Management Responsibilities	3
	Section 3. Effect of Laws, Rules & Regulations	3
	Section 4. Reservation of Managerial Rights	3
V.	**EMPLOYEE RIGHTS**	
	Section 1. Right to Views	3
	Section 2. Right to Join	3
	Section 3. Request for Dues Checkoff	3
	Section 4. Personnel Files	5
VI.	**BASIC SCHEDULES AND RATES OF PAY**	
	Section 1. Salary Schedules	5

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
	Section 2. Pay Periods	5
	Section 3. Employee Release	5
	Section 4. Temporary Transfers	5
	Section 5. Voluntary Substitutes	5
	Section 6. Tax-Sheltered Annuities	5
	Section 7. Overtime	5
	Section 8. Minimum Callback	5
	Section 9. Summer School	5
	Section 10. Professional Activities	6
VII.	**GROUP INSURANCE**	
	Section 1. Hospitalization Insurance	6
	Section 2. Dental Insurance	8
	Section 3. Life Insurance	8
	Section 4. Long Term Disability Insurance	9
	Section 5. Claims Against the School District	9
	Section 6. Duration of Insurance Contribution	9
	Section 7. Insurance Coverage Upon Retirement	9
	Section 8. Eligibility	10
	Section 9. Workers' Compensation	10
	Section 10. Insurance Application	10
	Section 11. Retirement Contribution	10
	Section 12. Health Reimbursement Account	10
VIII.	**LEAVES OF ABSENCE**	
	Section 1. Sick Leave	11
	Section 2. Disaster Leave	13
	Section 3. Bereavement Leave	13
	Section 4. General Leave	13

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
	Section 5. Personal Leave	13
	Section 6. Jury Duty	14
	Section 7. Child Care Leave	14
IX.	**GENERAL EMPLOYMENT PROVISIONS**	
	Section 1. Employee Duty Days	14
	Section 2. Emergency Closings	15
	Section 3. Hours of Service	15
	Section 4. Probation/Training Period and Transfers	16
	Section 5. Discipline/Suspension/Discharge	16
	Section 6. Physicals	16
	Section 7. Tuition Reimbursement	16
X.	**HOLIDAYS AND VACATIONS**	
	Section 1. Holidays	17
	Section 2. Vacation	18
XI.	**LAYOFFS AND JOB POSTINGS**	
	Section 1. Layoffs	19
	Section 2. Job Postings	20
XII.	**EMPLOYEE SEVERANCE AND TAX-SHELTERED ANNUITY MATCHING PROGRAM (403B)**	
	Section 1. Employee Severance	21
	Section 2. Tax-Sheltered Annuity Participation	22
	Section 3. Tax-Sheltered Annuity Matching Program (403b)	22
XIII.	**GRIEVANCE PROCEDURE**	
	Section 1. Grievance Definition	23
	Section 2. Representative	23

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
	Section 3. Definitions and Interpretations	23
	Section 4. Time Limitations and Waiver	24
	Section 5. Adjustment of Grievance	24
	Section 6. School Board Review	24
	Section 7. Denial of Grievance	24
	Section 8. Arbitration Procedures	25
XIV.	**DURATION**	
	Section 1. Term and Re-opening of Negotiations	26
	Section 2. Effect	26
	Section 3. Finality	26
	Section 4. Severability	27
	SCHEDULE A – SALARY SCHEDULE	29
	SCHEDULE B – GRIEVANCE REPORT FORM	30
	SCHEDULE C – POSITION TITLE AND CLASSIFICATION	31
	MOU – EARLY RETIREMENT INCENTIVE PLAN	33
	MOU – PAID TIME: WORKPLACE INJURY	34

ARTICLE I
PURPOSE

Section 1. Parties:
THIS AGREEMENT, made and entered into between Independent School District No. 272, Eden Prairie, Minnesota hereinafter referred to as the school district, and the MSEA Eden Prairie Paraprofessionals, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for employees described in Article III during the duration of this agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:
In accordance with the P.E.L.R.A. of 1971 as amended, the school district recognizes the Minnesota School Employees Association on behalf of the MSEA Eden Prairie Paraprofessionals as the exclusive representative of members of this bargaining unit. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 as amended and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:
The exclusive representative shall represent all the members of the bargaining unit as defined in this Agreement and in said Act.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment:
Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. The term "personnel policies" does not mean educational policies of a school district. The terms in both cases are subject to and limited to the provisions of Sections 179A.03, Subd. 19 and 179A.07 regarding the rights of public employees and public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit:
For purposes of this agreement the term "employee" shall mean all persons in the appropriate unit employed by the school district as defined in Schedule C as periodically updated, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services are less than 12.5 hours per week or 35 percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. Other Terms:
Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

Section 4. Definitions:

Subd. 1. Full-time Employees: For the purpose of defining an employee who is to receive fringe benefits, the term "full-time employee" shall include any employee working 25 hours or more per week, five hours per day, for a period of at least 175 working days or more per year (inclusive of paid holidays). An employee working a full school year without fulfilling the requirement of five hours per day, but working 25 hours or more per week, may qualify for benefits subject to the working conditions being pre-approved in writing by the immediate supervisor and the Executive Director of Human Resources. This special provision would be approved by the school district only if the special, flexible hours are in the best interest of the educational program of the school district.

Subd. 2. Temporary Employees: For the purposes of this agreement "temporary employee" shall mean one whose position is expected to end at the end of the school term in which it began. If the position continues in the succeeding school year, it will be defined as "permanent".

Subd. 3. Substitute Employee: For the purposes of this agreement, "substitute employee" shall mean one whose position is designed to substitute for a specific MSEA Eden Prairie Paraprofessionals employee who is absent due to a short-term or long-term leave of absence.

Subd. 4. Employment Date: The first day of the most recent continuous service in the school district shall be the employee's employment date. This employment date will remain constant even though the employee may transfer from one bargaining unit to another. Salary schedule placement, vacation time, and sick leave shall be based on this date. If an employee is hired as a "substitute" or "temporary" employee, benefits will be provided only if the employee is scheduled to work 175 days or more during the school year. An employee who leaves the employ of the school district for any reason and is rehired later will be assigned a new employment date.

Subd. 5. Seniority Date: A unit member's seniority date shall be the first day of the most recent continuous service whether hired as a temporary or as a permanent employee, exclusive of district vacation recesses in the MSEA Eden Prairie Paraprofessionals unit. In case of a tie in seniority date, the tie-breaker shall be determined by the date of application and, if a tie still exists, by lot to be agreed upon by the employees affected. Substitutes shall not accrue seniority.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights:
The exclusive representative recognizes the school district 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, selection, direction and number of personnel.

Section 2. Management Responsibilities:
The exclusive representative recognizes the right and obligation of the school district 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 exclusive representative recognizes that all employees covered by this Agreement shall perform such services prescribed by the school district and shall be governed by the laws of the State of Minnesota and by school district rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school district and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school district, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions 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.

Section 4. Reservation of Managerial Rights:
The foregoing enumeration of school district rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views:
Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression of communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join:
Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right

by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school district of such unit.

Section 3. Request for Dues Checkoff:
Employees shall have the right to request and be allowed dues checkoff for the employee organization of their selection, provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971 as amended. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Payroll Deductions. Pursuant to Minn. Stat. $179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1. Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction.

Subd 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Subd 3. Bargaining unit information. Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 4. Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 5. A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Subd. 6. The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. A public employer must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings.

Section 4. Personnel Files:
All evaluations and files generated within the school district relating to each individual employee covered by this Agreement shall be available to that employee upon request. Subject to district policy and procedure, an employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file, written information in response to any material contained therein. The district may destroy the files as provided by law.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules:
The wages and salaries reflected in Schedule A attached hereto shall be a part of the Agreement for the 2026-2027 and the 2027-2028 school years.

Section 2. Pay Periods:
Pay periods will be twice a month -- on the 15th and the last day of each month. If either of these days shall fall on Saturday or Sunday, employees will be paid on the last workday preceding the regularly scheduled payday.

Section 3. Employee Release:
An employee who wishes to be released from his/her job for any reason whatsoever shall give two weeks written notice. The school district or Administration shall give an employee two weeks' notice upon release of his/her duties for just cause.

Section 4. Temporary Transfers:
If an employee is requested by the district to transfer to another job to fill a temporary vacancy, he/she shall be paid the wage rate of the new position after five continuous working days, or his/her old rate, whichever is higher.

Section 5. Voluntary Substitutes:
An employee who voluntarily substitutes in another MSEA Eden Prairie Paraprofessionals position

outside of the employee's regular work hours shall be paid the wage rate of the temporary position at the employee's own step.

Section 6. Tax Sheltered Annuities:
The school district will make deductions from full-time employee's salary for tax sheltered annuities upon written request of an employee subject to school district policy.

Section 7. Overtime:
Time and one-half shall be paid for all hours worked in excess of 40 hours in the payroll week.

Section 8. Minimum Callback:
Employees called back to work shall be paid a minimum of one hour's salary. Special Services bus assistants shall be paid a minimum of one & one-half hour's salary for a single continuous period of employment.

Section 9. Summer School:
Rates of pay for summer school shall be according to the salary schedule. All positions for summer school pertaining to classifications covered under this Agreement shall be posted as per Article XI, Section 2.

Section 10. Professional Activities:

Subd. 1. Attendance at meetings, conventions and workshops will be granted without loss of pay provided that the attendance is approved in advance in writing by the employer.

Subd. 2. All such absences shall have prior approval of the Executive Director of Human Resources and the respective principal or supervisor.

Subd. 3. Employees who attend meetings, conventions and workshops under the provisions of Subdivision 1 & 2 or who attend such events on their time with prior approval or at the request of the Executive Director of Human Resources shall be reimbursed for the mileage and other reasonable costs as determined in advance by the supervisor and Executive Director of Human Resources.

ARTICLE VII
GROUP INSURANCE

Section 1. Hospitalization Insurance:

Subd. 1. Single Coverage: 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, 2026 to June 30, 2027:	$ 907.00 per month
July 1, 2027 to June 30, 2028:	$ 952.00 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: The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in the school district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2026 to June 30, 2027	
Premium contribution:	$ 857.00 per month
HRA contribution:	$ 50.00 per month
Total District Contribution:	$ 907.00 per month
July 1, 2027 to June 30, 2028	
Premium contribution:	$ 902.00 per month
HRA contribution:	$ 50.00 per month
Total District Contribution:	$ 952.00 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. 3. Family Coverage: 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, 2026 to June 30, 2027:	$ 1,247.00 per month
July 1, 2027 to June 30, 2028:	$ 1,347.00 per month

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

Subd. 4. Family Coverage – High Deductible with HRA: 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, 2026 to June 30, 2027	
Premium contribution:	$ 1,147.00 per month
HRA contribution:	$ 100.00 per month
Total District Contribution:	$ 1,247.00 per month
July 1, 2027 to June 30, 2028	
Premium contribution:	$ 1,247.00 per month
HRA contribution:	$ 100.00 per month
Total District Contribution:	$ 1,347.00 per month

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

Section 2. Dental Insurance:

The school district shall provide dental insurance to full-time employees as defined in Article III, Section 4, Subd. 1. The school district shall contribute $76.65 per month toward the composite dental insurance program. 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.

Section 3. Life Insurance:

Subd. 1. Basic 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 employee's base 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 employees 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 employees shall not involve the school district.

Subd. 3. Alternative Health Plan Option: For those employees not electing to participate in the health and hospitalization plan but electing to participate in the alternate health plan

arranged by the school district, the school district agrees to make a contribution as provided in Subdivisions 1 or 2 hereof in an amount not to exceed the contribution made toward the health and hospitalization plan and not to exceed the cost of the alternative plan, whichever is lesser.

Section 4. Long Term Disability Insurance:
The school district will pay the premium for the Long-Term Disability Insurance Plan for full-time personnel.

Section 5. 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 6. Duration of Insurance Contribution:

Subd. 1. Contribution During Employment: An employee is eligible for school district contribution as provided in this article as long as the employee is employed by Independent School District 272. Upon termination of employment all board contribution shall cease effective on the last working day.

Subd. 2. Contribution During Leaves of Absence: When employees eligible for medical or dental insurance take an unpaid leave of absence, the district shall pay only that portion of the full contribution that is equal to the portion of 175 days worked (i.e. number of days worked/175 x district's portion of the annual cost of the insurance benefit). The employee will be offered the choice to continue coverage. It is the responsibility of the employee to make arrangements with the school district's business office to pay the school district the monthly premium amounts in advance and on such dates as determined by the school district.

Section 7. Insurance Coverage Upon Retirement:
A full-time employee who has completed fifteen years of continuous employment with the school district and who is 55 years of age or more and who retires shall be eligible to continue participation in the school district medical hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such an 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.

Section 8. Eligibility:
Except as otherwise provided herein, it is understood and agreed by the parties that benefits provided in this Article are designed for full-time personnel and shall not apply to part-time personnel.

Section 9. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show each of his/her Workers' Compensation checks to the school district prior to receiving payment from the school district for his/her absence.

Section 10. Insurance Application:
An employee on leave without pay under Article VIII is eligible to continue to participate in group insurance programs if permitted under the insurance policy provision but shall pay the entire premium for such programs as 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 date as determined by the school district. The right to continue participation in such group insurance programs, except hospitalization, however, will discontinue upon termination of employment.

Section 11. Retirement Contribution:
Membership in the Public Employees Retirement Association (PERA) is required by State law for all permanent employees. All new employees are required by law to participate in Social Security as well as PERA.

Section 12. Health Reimbursement Account:
Beginning July 1, 2005, the school district will establish a health care reimbursement account (HRA) for each employee having 14 or more years of service with the school district on July 1,

2005. The district shall contribute a total of $9,000 annually, to be divided equally among the employees' accounts. Beginning July 1, 2008, the school district shall contribute a set amount of $330.00 for each qualifying employee. Employees who complete 14 years of service with the district after July 1 of any year shall have an account established by the district by July 1 of the following year. The account will not reimburse any expenses incurred prior to termination of employment from the district. Upon severance, contributions to employee's HRA will be not deducted from any severance payable, and administrative fees, if any, shall be paid from the employee's account.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1.

a. All full-time employees shall earn sick leave at the rate of one day per month worked in the employ of the school district. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's workday and year.

b. Part-time employees regularly employed 12.5 hours per week or more and 100 days per year but less than full-time shall be eligible for sick leave as provided in this article. Accumulation and accrual of such sick leave days shall be proportionate to their normal workday. Job-share employees regularly employed 12.5 hours per week but less than fulltime shall be eligible for sick leave as providing in this article.

c. Early Childhood assistants who are working 12.5 hours or more per week are eligible to earn sick leave benefits to a maximum of seven pro rata days per year. Leave shall accrue monthly during each session.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 185 working days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness that prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. The school district may require an employee to furnish a medical certificate from a district-designated physician or other qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of MSEA Eden Prairie Paraprofessionals employees for such leave is reserved to the school district.

It shall be the responsibility of each employee to provide medical certification by a doctor acceptable to the school district. Sick leave will not be paid for disability leaves by the

school district unless medical certification is provided to the school district when requested.

Subd. 5. An employee may use sick leave up to the amount accumulated for serious illness of the employee or the employee's minor child. An employee may also use sick leave not to exceed five (5) days per year for serious illness of a spouse, parent, or adult child. Subject to the discretion and pre-approval of the superintendent or designee, employees may also use up to five (5) additional disability days for a serious disability of a spouse, parent, or adult child; or otherwise allowed under the state and federal law however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person.

Subd. 6. Sick Leave and Workers' Compensation: When an employee is injured on the job in the service of the school district and collecting Workers' Compensation insurance as well as drawing on sick leave and receiving full salary from the school district, his/her salary shall be reduced by an amount equal to the insurance payments and only that portion of the days not covered by insurance will be deducted from his/her accrued sick leave. (See Article VII, Section 8.)

Subd. 7. Sick leave pay shall be granted subject to submission of a properly signed and authorized timecard reflecting correct information.

Subd. 8. Physicals and dental examinations are to be scheduled at times other than the normal employment period; however, if such examination cannot be scheduled except during the normal employment period, the employee may arrange for compensatory time with the immediate supervisor.

Subd. 9. The school district will provide "special leave days" to all employees covered by this agreement who qualify for sick leave and who have not used more than two (2) full days of their earned sick leave days during the year. Each employee’s special leave day is equal to their regular scheduled day.

Special leave days will be calculated on July 1 by subtracting the number of sick days taken during the preceding contract year from the number of sick days earned during the preceding contract year. The remaining days divided by 4 will equal the number of days an employee may take "special leave days" with pay during the next year. Effective each June 30 employees on staff at that time shall receive their special leave days. Employees who resign after earning special leave days will be paid for unused special leave days. No special leave days will be granted to employees who resign prior to the end of their contract year. Special leave days may be taken at any time during said year, subject to the mutual agreement between the school district and the employee. Employees may carry over two (2) special leave days to the following year, with a maximum accrual of four (4) days. Special leave days will be computed by rounding up to the nearest quarter day.

Subd.10. The school district shall provide the option for incentive time earned in the previous fiscal year to be converted to a 403b account (TSA) or put towards medical insurance premiums. Employees must notify human resources by September 15.

Section 2. Disaster Leave:
The school district shall provide disaster leave coverage for employees eligible for sick leave who have exhausted accumulated sick leave prior to the commencement of long-term disability benefits. An employee will become eligible for disaster leave coverage after the employee has been continually disabled and unable to work for thirty (30) consecutive workdays 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 employee remains continuously disabled and unable to work. Disaster leave payments shall cease on the 61st calendar day of disability.

Section 3. Bereavement Leave:
All full-time employees and part-time employees who work at least twelve and one-half (12.5) hours per week and 175 days per year, shall be granted up to five (5) days leave for death in the immediate family. All employees who work at least twelve and one-half (12.5) hours per week and between 122 days and 174 days per year shall be granted up to three (3) days leave for death in the immediate family. Up to one (1) day of paid leave per year shall be granted for the death of any other relative or friend not covered in this section. The particular amount of leave allowed under this provision is subject to the discretion of the superintendent, depending upon the circumstances. For purposes of this section immediate family is defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, aunt, uncle, legal guardian, grandchild, daughter-in-law, son-in-law, niece, nephew, persons who reside in the employee's household, and spouse's grandparent. Days under this section shall not be deducted from sick leave.

Section 4. General Leave:

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

Subd. 2. Such leave may be granted without pay by the school district for Peace Corps, medical reason, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the school district. Leaves may be granted for periods of up to one (1) year and the school district may, at the school district's discretion, renew such leaves.

Section 5. Personal Leave:

Subd. 1. A full-time employee may be granted two (2) days of personal leave per year. Unused personal leave may accumulate to a total of five days. Personal leave may be used during winter break.

Subd. 2. Requests for personal leave shall be made two days in advance. Not more than five percent (5%), to the nearest whole number, of a building's MSEA 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.

Section 6. Jury Duty:
An employee who serves on jury duty shall be granted the day or days necessary as specified by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event an employee serves on jury duty pursuant to this section, the school district will compensate the employee for the difference between the regular salary and the amount received as jury duty pay exclusive of mileage.

Section 7. Child Care Leave:

Subd. 1. The school district shall grant upon request of the employee a childcare leave, without pay, to one parent of a pre-school-aged 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 an employee is pregnant.

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

Subd. 3. A pregnant employee shall notify the Executive Director of Human Resources 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. An employee 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 employee and the Superintendent, or his designee, taking into account the needs of the district and desires of the employee.

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 employee to return to his/her employment prior to the date designated in the approved child care leave.

ARTICLE IX
GENERAL EMPLOYMENT PROVISIONS

Section 1. Employee Duty Days:
The employee shall perform services on those days as determined by the school district or designated representative including those legal holidays on which the school district is authorized to conduct school.

Subd. 1. Two times regular rate of pay will be paid for legal holidays and Sundays except when such holiday is a regular school day when it will be worked, and another day given off

in lieu thereof. When Sundays are a part of the normal 40-hour workweek schedule, pay shall be at regular rate.

Subd. 2. All hourly paid employees shall work the days as determined by the Superintendent.

Subd. 3. In the event of an energy shortage, severe weather or other exigency, the school district 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. That is, a four-day week with increased hours per day will not cause the total hours per week to exceed that originally contracted. In the event the normal school year is reduced from the regularly scheduled days, the employees' normal work year shall be reduced accordingly.

Section 2. Emergency Closings:

Subd. 1. In the event school is closed due to an emergency and employees are prevented from performing their normal duties, the employee will be provided the opportunity to make up the day as determined between the employee and the supervisor, or may use a day of personal leave as provided in Article VIII, Section 5.

Subd. 2. If an employee is requested to work on a day when school has been closed, the employee shall be paid for the day.

Subd. 3. If an employee is sent home by the district prior to the end of the regular working day, the employee shall be paid for the remainder of the day.

Section 3. Hours of Service:

Subd. 1. Basic Workweek: A regular workweek shall consist of five (5) days per week, eight (8) hours per day and 40 hours per week, except as provided in Article III, Section 4, Subdivision 1.

Subd. 2. Part-time Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Subd. 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school district. Permanent changes in shifts or number of working hours may be made with a two-week notice to the employee. In case of emergencies as determined by the school district, this notice shall be waived.

Subd. 4. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty minutes. Employees shall receive a 15-minute break for each four hours of work per day.

Subd. 5. Minimum Pay: Employees (with the exception of childcare staff: Eagle Zone) shall be guaranteed two hours of work or two hours pay in lieu thereof.

Section 4. Probation/Training Period and Transfers:

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

Subd. 2. Transfers and Promotions: Employees transferring to this bargaining unit from another or employees transferring or receiving promotions within this bargaining unit shall serve a training period of three calendar months of continuous service. During this time, the school district shall have the unqualified right to evaluate the effectiveness of said employee and to demote or transfer back to the previous position if, in the opinion of the school district, that employee is not performing adequately. During the training period, the employee shall have no recourse to the grievance procedure beyond level three (therefore, excluding arbitration) in relation to the transfer back to the previous position. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement.

Section 5. Discipline/Suspension/Discharge:

Subd. 1. Discipline Procedure: Subsequent to the completion of the probationary/training period, an employee shall not be terminated, suspended without pay, or reduced in compensation from a position without just cause. An employee who has completed the training period and is suspended without pay or discharged shall have access to the grievance procedure and the right to representation.

Section 6. Physicals:

Employees may be requested to have a physical examination with the school district's appointed physician and at school district expense if the Superintendent requests one.

Section 7. Tuition Reimbursement:

The school district shall reimburse 50% tuition and book expense not to exceed a total of nine credits in any one fiscal year for course work, which pertains directly to the position. Reimbursement shall also be made for pre-approved, non-credit courses (that is, AVTI, Normandale, University of Minnesota, etc.). In order to be considered for reimbursement, all course work must be approved by the employee's supervisor and Executive Director of Human Resources prior to taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

ARTICLE X
HOLIDAYS AND VACATIONS

Section 1. Holidays:

Subd. 1. Eligibility: Employees working 12.5 hours or more per week for a period of at least 145 working days per year shall receive pro rata paid holidays according to the following schedule providing the employee has worked or has authorized paid absence the last regularly scheduled workday before and after the holiday. Job-share employees regularly employed 12.5 hours per week shall receive pro rata paid holidays according to the following schedule providing the employee has worked or has authorized paid absence the last regularly scheduled workday before and after the holiday.

Subd. 2. Holidays shall be observed as listed in Subdivision 4 of this section. Holidays falling on Sunday shall be observed on Monday and holidays falling on Saturday shall be observed on Friday providing school is closed on the alternate days. If school is held on a listed holiday, a substitute day shall be mutually agreed upon between the Association President and the school board or its designee. If an individual employee is required to work any of the holidays, a substitute day shall be mutually agreed upon between that employee and his/her supervisor.

Subd. 3. All qualified employees earning holiday pay may count actual days worked, authorized sick leave, authorized holidays including the floating holiday, emergency closing, vacation and personal leave days as days employed when determining the appropriate location within the schedule of holidays in Subdivision 4.

Subd. 4. Schedule of Holidays:

	260 Day Emp.	235-259 Day Emp.	204-234 Day Emp.	175-203 Day Emp.	145-174 Day Emp.
New Year's Day	X	X	X	X	X
President's Day	X	X		X	
Friday of Spring Break	X	X	X	X	X
Memorial Day	X	X	X	X	
Independence Day	X				
Labor Day	X	X			
Thanksgiving Day	X	X	X	X	X
Friday after Thanksgiving	X	X	X		
Christmas Eve	X	X	X		
Christmas Day	X	X	X	X	X
Floating Holiday*	X	X	X	X	
Total	11	10	8	7	4

* The floating holiday is to be taken upon mutual agreement between the employee and the school district on one of the regularly scheduled workdays. The floating holiday shall be accrued pro rata throughout each year.

Subd. 5. Holiday Pay Adjustments: A pay adjustment will be made as of June 30 for any employee qualifying for more or less holidays dependent upon the total of actual days worked and paid leave days.

Subd. 6. Holidays During Vacations: Any observed holiday falling within the employee's vacation period shall not count as a vacation day.

Section 2. Vacation:

Subd. 1. Eligibility: This section shall apply only to full-time employees working at least 25 hours per week for 235 or more days per year, except as provided in Article III, Section 4, Subdivision 1. When an employee works less than 8 hours per day, this section shall be computed on a pro rata basis.

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

a. After one year of consecutive employment: 10 days

b. After six years of consecutive employment: 15 days

c. After 11 years of consecutive employment: 17 days

d. After 15 years of consecutive employment: 20 days

e. After 17 years of consecutive employment: 22 days

f. After 20 years of consecutive employment: 25 days

Employees working at least 25 hours per week for at least 47 weeks per year shall be entitled to five days of paid vacation.

Subd. 3. Applications:

a. Vacation anniversary date shall be the employee's employment date. Vacation may be taken subject to the mutual agreement between the school district and the employee. Vacation shall be accrued at the beginning of each fiscal year.

b. Employees who begin employment after the beginning of a fiscal year will accrue pro rata vacation through the end of that fiscal year.

c. Accrued vacation is earned on a month-by-month basis. Therefore, employees terminating prior to the end of a fiscal year will receive pro rata pay for unused vacation days, provided such employee provides the school district with at least two weeks advance notice of his/her resignation date. Employees who resign and who have used more vacation than they have earned will have unearned days adjusted from their final paycheck.

d. An employee may earn vacation benefits in accordance with subdivision 2, as long as said employee works 25 or more hours per week in accordance with the following schedule:

    i. 235-259-day employees are required to work at least 25 hours per week for 47 weeks.

    ii. 260-day employees are required to work at least 25 hours per week for 52 weeks.

e. Employees may carry over 10 days of unused vacation to the next fiscal year.

ARTICLE XI
LAYOFFS AND JOB POSTINGS

Section 1. Layoffs:

Subd. 1. Layoffs shall be by classification/subclassification as listed in Schedule C. Schedule C is for information only and is not made a part of this employment agreement. The least senior person within a specific classification/subclassification shall be the first person laid off. Seniority date is defined in Subdivision 5, Section 4 of Article III.

Subd. 2. Employees whose positions are eliminated or reduced from full-time status to part-time status will be given advance written notice of at least fourteen (14) calendar days by the school district.

Subd. 3. Subject to the other provisions within this section, any employee who is laid off or whose hours are reduced from full-time status to part-time status, shall be assigned to the next vacant position within their respective classification or sub-classification or in a lower classification or sub-classification if the laid-off employee has the qualifications and ability to perform the duties of the position. For example, a laid-off employee with a classification 3a would be assigned to a vacancy in classification 3a and would receive an appointment to that vacancy subject to being qualified and subject to the provisions of Subdivision 2, Section 4 of Article IX (training period). That same person with classification 3a who has been laid off could also apply and receive an appointment to a position in classification 2a, if qualified. Finally, the 3a employee would be permitted to apply for and receive an

appointment to a vacancy in classification 1a, as long as the individual was qualified and was able to perform the duties of the new position.

Nothing within this section precludes a staff member from applying for any vacancy within the school district; however, they would be competing with other applicants. The school district shall have the sole right to determine qualifications and ability. This procedure shall be considered a transfer and, as a result, Subdivision 2, Section 4 of Article IX shall be applicable.

Subd. 4. Any employee exercising their privileges under this section who is not able to perform the duties of the position during the training period as described in Subdivision 2, Section 4 of Article IX shall have the opportunity to be placed in another position in keeping with the provisions of Subdivision 3.

Subd. 5. A full-time employee as defined in Subdivision 1, Section 4 of Article III who has been laid off may apply for any vacancy, whether full-time or part-time, in accordance with Subdivision 3 of this section. Part-time employees who have been laid off may only apply for another part-time position, in accordance with Subdivision 3 of this section.

Subd. 6. A full-time employee who has his or her position reduced from full-time to part-time status and, as a result, loses benefits, shall be treated the same as a laid off full-time employee. That is, while the employee works at the reduced part-time position, the employee will be provided the opportunity to be assigned to the next full-time vacancy for which he or she is qualified in accordance with Subdivision 3. Again, seniority shall prevail if more than one employee is qualified.

Subd. 7. An employee on lay off shall retain seniority and the right to be assigned to the next vacant position in accordance with other subdivisions within this section for a period of fifteen months after the layoff. Any laid-off employee who declines to accept an available position for which he or she is qualified shall be removed from the seniority list. If more than one employee within a position title is laid off and is seeking a vacant position, the provisions of this section shall be administered in accordance with seniority.

Subd. 8. An employee having been notified of being accepted for a vacancy must report to duty within fifteen (15) calendar days of being offered a position. Failure to respond within fifteen (15) days shall constitute termination.

Subd. 9. Any employee obtaining a position through the procedure established in this Section shall be paid in accordance with the salary schedule for the new position.

Section 2. Job Postings:

Subd. 1. Posting and Filling Vacancies: All vacancies anticipated to last more than 20 days in regular positions or newly created positions will be posted for a period of five (5) working days prior to filling the vacancy. A permanent vacancy is defined as one anticipated to last more than six months. A temporary vacancy is defined as one anticipated to last less than six months.

Subd. 2. Application of Vacancies: All employees under this Agreement may submit a written application to the Executive Director of Human Resources for any vacancy or for any new regular position, which is posted pursuant to this Article.

Subd. 3. Provided an employee has the qualifications, experience and training deemed necessary by the district to satisfactorily perform the duties and responsibilities of the position, seniority will be a major consideration in filling of vacancies. If an applicant for a position has qualifications required for the position that significantly exceed those of a senior employee, the significant qualification differential shall take preference over seniority.

Subd. 4. The public employer shall provide a copy of postings of all vacancies to the secretary of the local at the time of the posting.

ARTICLE XII
EMPLOYEE SEVERANCE AND TAX-SHELTERED ANNUITY MATCHING PROGRAM (403b)

Section 1. Employee Severance:

Subd. 1. Full-time employees, as defined in Article III, Section 4, hired prior to July 1, 1999 and who retire having completed at least eighteen (18) years of continuous service with the school district and who are at least 55 years of age shall be eligible to receive severance pay.

Subd. 2. Severance pay shall be an amount obtained by multiplying 50% of their unused sick days by their daily rate of pay at the time of retirement, but not to exceed 62 days' pay.
Subd. 3. Any full-time employee who is hired after June 30, 1999 shall be eligible to participate in the tax-sheltered annuity matching program (403b) as outlined in Section 2 of this Article but will no longer be eligible to receive any pay for severance.

Subd. 4. District contributions to the tax-sheltered annuity matching program will offset (be deducted from) the final severance amount upon retirement with the employee receiving the net amount as severance. Should the district's contributions to the tax-sheltered annuity matching program exceed eligible severance at the time of retirement, no severance payment will be due.

Subd 5. Upon retirement, 100% of severance pay will be deposited in a Post Retirement Health Care Savings Plan (commonly known as a VEBA) .

Section 2. Tax-Sheltered Annuity Participation:

Subd. 1. Effective July 1, 2011, employees who do not meet the definition of full-time employees as defined in Article III, Section 4, shall be eligible to defer unmatched amounts of their compensation to a 403(b)/TSA program by selecting a qualified company pre-

approved by the State of Minnesota and also approved by the school district. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Subd. 2. The salary reduction program (403(b) tax-sheltered annuity program) shall be administered on an evenly distributed formula over each pay period.

Subd. 3. The provisions of this section shall be administered in accordance with the district policy for TSAs.

Subd. 4. The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

Section 3. Tax-Sheltered Annuity Matching Program (403b):

Subd. 1. Eligibility: Full-time employees as defined in Article III, Section 4, who have completed one year of service in the district shall be eligible to participate in the tax-sheltered annuity matching program. Employees new to the district shall be eligible to participate the fiscal year following the completion of one year of service.

Subd. 2. This tax-sheltered annuity matching program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity based on a percentage contribution of up to 2.25% of the employee's base salary as of July 1 of each year. Any salary earned above and beyond base salary does not apply to the matching program.

Subd. 3. Employees may defer additional unmatched amounts of their compensation to the 403b program by selecting any qualified company pre-approved by the State of Minnesota and also approved by the school district. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Subd. 4. Maximum District Contribution: The maximum contribution to an employee's tax-sheltered annuity shall be $25,000.

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

Subd. 6. The provisions of this section shall be administered in accordance with the district policy for TSAs.

Subd. 7. The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the District's only obligation is to make contributions as specified in this Article and that no

other claim shall be made against the District pursuant to this Article.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Grievance Definition:
A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between an employee and the school district as to the interpretation or application of any term or terms and conditions of employment insofar as such matters are contained in this Agreement.

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

Section 3. Definitions and Interpretations:

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

Subd. 5. Form for Filing Grievances: A sample form to be used for filing a grievance is attached.

Subd. 6. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

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 specific provision of the Agreement allegedly violated and particular relief sought within ten days after the date the employee knew or should have known of the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employee's immediate supervisor before filing a grievance.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the respective administrative supervisor shall give a written decision on the grievance to the parties involved within five 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 Executive Director of Human Resources, provided such appeal is made in writing within three days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Human Resources, the Executive Director of Human Resources shall set a time and meet regarding the grievance within thirteen days after receipt of the appeal. Within five days after the meeting, the Executive Director of Human Resources 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, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to hear the grievance within thirteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent shall issue its decision in writing to the parties involved.

Subd. 4. Grievance Mediation: In the event the grievance is not resolved in Level III, the parties may agree to mutually request grievance mediation through the Bureau of Mediation Services.

Section 6. School Board Review:
The school board reserves the right to review any decision issued under Level I, Level II, or Level III of this procedure provided the school board, or its designee notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:
Failure by the school district or its representative to issue such a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next

level.

Section 8. Arbitration Procedures:
In the event that the employees and the school district are unable to resolve any grievance, a grievance may be submitted to arbitration as defined herein.

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 five days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five 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 BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2 (PELRA), providing such request is made within ten days after request for arbitration. 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 grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator with a copy to the school district, the submission of the grievance, which shall include the following:

    1. The issues involved.

    2. The statement of the facts.

    3. Position of the grievant.

    4. The written documents relating to Article IX, Section 5, of the grievance procedure.

b. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. 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 proceedings before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty 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 or arbitration decision as provided in the P.E.L.R.A. of 1971 as amended.

Subd. 7. Expenses: Each party shall bear its own expenses relating to the party's representatives, witnesses and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. Expenses of an arbitrator shall be shared equally between employee and school district.

Subd. 8. 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, selection, discretion and number of personnel. In considering any issue in dispute, in its order an arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

ARTICLE XIV
DURATION

Section 1. Term and Re-opening of Negotiations:
This Agreement shall remain in full force and effect for a period commencing on July 1, 2026 through June 30, 2028, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971 as amended. If either party desired to modify or amend this Agreement at its expiration, it shall give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiation more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:
This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the MSEA Eden Prairie Paraprofessionals. The provision herein relating to terms and conditions of employment supersedes 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 position whether or not referred to in this agreement shall not be open for negotiation during the term of this agreement.

Section 4. Severability:

The provisions of this 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.

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

MSEA EDEN PRAIRIE PARAPROFESSIONALS PERSONNEL

_____
MSEA Representative - Hannah Frazer

_____
MSEA Chief Steward - Michelle Trnka

_____
MSEA Chief Steward - Heather Berthiaume

EDEN PRAIRIE INDEPENDENT SCHOOL DISTRICT NO. 272

_____
Board Chair – Aaron Casper

_____
Executive Director of Human Resources - Thomas May

Date Ratified by School Board: September 14, 2026

MSEA EDEN PRAIRIE PARAPROFESSIONALS

SCHEDULE A
SALARY SCHEDULE

July 1, 2026 through June 30, 2027

	1	2	3	4	5
REGULAR RATE	20.20	21.74	23.49	25.69	27.89
5-YEAR LONGEVITY	21.38	22.92	24.67	26.87	29.07
10-YEAR LONGEVITY	22.62	24.16	25.91	28.11	30.31
17-YEAR LONGEVITY	23.75	25.29	27.04	29.24	31.44

July 1, 2027 through June 30, 2028

	1	2	3	4	5
REGULAR RATE	20.81	22.39	24.19	26.46	28.73
5-YEAR LONGEVITY	22.03	23.61	25.41	27.68	29.95
10-YEAR LONGEVITY	23.30	24.88	26.68	28.95	31.22
17-YEAR LONGEVITY	24.47	26.05	27.85	30.12	32.39

F.N. 1 MSEA EDEN PRAIRIE PARAPROFESSIONALS:
Staff with 5, 10, and 17 years' seniority as further defined in footnote 2 below, shall be paid on corresponding longevity step.

F.N. 2 STEP MOVEMENT:
Staff members hired prior to January 1 of a school year will move to their appropriate step as of the following July 1. Staff members hired after December 31 of a school year will move to their appropriate step one year later.

SCHEDULE B

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

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____ _____
Signature of Grievant

_____
Signature of Union Business Agent

Copies to: Superintendent
Exclusive Representative
Executive Director of Human Resources

SCHEDULE C
Student Management = A
Instructional Assistance = B
Others = C – F

POSITION TITLE	CLASSIFICATION	SUB CLASS
Speech/Language Pathology Assistant	5	C
Student Support Monitor	4	B
Job Coach Paraprofessional	3	B
Security Monitor	3	B
Special Education Paraprofessional	3	B
Health Services Paraprofessional	3	C
Testing Center Support Paraprofessional	2	A
Instructional Paraprofessional	2	B
Reading Support Paraprofessional	2	B
Targeted Services Paraprofessional	2	B
Special Education Bus Paraprofessional	2	F
Breakfast/Lunchroom/Playground Paraprofessional	1	A
Crossing Guard	1	A
Eagle Zone Program Assistant	1	A
Early Childhood Paraprofessional	1	A
ECFE Paraprofessional	1	A
Educational Paraprofessional	1	A
Kindergarten Paraprofessional	1	A

Note: This schedule is for reference and information only and is not to be considered a part of this employment agreement.

Memorandum of Understanding
Early Retirement Incentive Plan

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 MSEA (hereinafter referred to as the "Association") as follows:

1. Retirement Incentive. The collective bargaining agreement between the parties contains a retirement provision in Article XII. This Memorandum of Understanding is in addition to the retirement provisions of this Article. The intent of this early retirement incentive is to:

    a. Provide an additional benefit to allow employees to retire during the 2026-2028 period pursuant to the provisions of this Memorandum of Understanding.

2. Eligibility. To be eligible for the benefits of this Memorandum of Understanding, a MSEA member must meet all of the requirements of the following paragraphs:

    a. Date of Effective Retirement:

        1. End of School Year Retirement. MSEA members wishing to resign at the conclusion of the school year must submit an irrevocable resignation in writing to the Executive Director of Human Resources no later than the close of the business day on May 1 at 5:00 p.m.

        2. Mid-Year Retirement. MSEA members wishing to resign between December 29– June 29 must submit an irrevocable resignation in writing to the Executive Director of Human Resources 45 days prior to the effective date of their resignation.

    b. This Memorandum of Understanding shall have no force or effect for any MSEA member who does not submit a resignation within these time periods. After this date, retirement eligibility and benefits shall be as set forth only in Article XII of the MSEA collective bargaining agreement.

    c. The MSEA member must have completed at least twenty (20) years of full-time continuous service with the school district and be at least fifty-five (55) years of age.

    d. "Full time" shall be defined as those MSEA members who are employed 25 or more hours per week, five hours per day, for a period of at least 175 working days or more per year (inclusive of paid holidays).

    e. "Continuous service", for purposes of this Memorandum of Understanding, shall be defined as continuous years of service in the Eden Prairie School District as a MSEA member. A year of unpaid leave shall not be counted as a year employed. However, an unpaid leave shall not break a period of otherwise continuous service for the purpose of qualifying for the benefits under this Memorandum of Understanding.

3. Benefits. These benefits are in addition to benefits described in Article XII:
    a. End of School Year Retirement. An eligible MSEA member resigning at the conclusion of the school year per this Memorandum of Understanding shall have $1,000 placed in the MSEA member's Post-Retirement Health Care Savings Plan (commonly known as a VEBA).

    b. After 1st Semester Retirement. An eligible MSEA member resigning after the 1st semester of the school year per this Memorandum of Understanding shall have $500 placed in the MSEA member's Post-Retirement Health Care Savings Plan (commonly known as a VEBA).

    c. Under no circumstance, shall a qualifying MSEA member receive both of the above retirement incentive amounts.

This Memorandum of Understanding will sunset on June 30, 2028.

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

MSEA EDEN PRAIRIE PARAPROFESSIONALS PERSONNEL	EDEN PRAIRIE INDEPENDENT SCHOOL DISTRICT NO. 272
_____	_____
MSEA Representative - Hannah Frazer	Board Chair – Aaron Casper
_____	_____
MSEA Chief Steward - Michelle Trnka	Executive Director of Human Resources - Thomas May
_____	
MSEA Chief Steward - Heather Berthiaume	

Date Ratified by School Board: September 14, 2026

Memorandum of Understanding 2026-2028

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 MSEA (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, 2028, 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:

MSEA EDEN PRAIRIE PARAPROFESSIONALS PERSONNEL

_____

MSEA Representative - Hannah Frazer

_____

MSEA Chief Steward - Michelle Trnka

_____

MSEA Chief Steward - Heather Berthiaume

EDEN PRAIRIE INDEPENDENT SCHOOL DISTRICT NO. 272

_____

Board Chair – Aaron Casper

_____

Executive Director of Human Resources - Thomas May

Date Ratified by School Board: September 14, 2026