

# EMPLOYMENT AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 272

Eden Prairie, Minnesota

and

EDEN PRAIRIE PRINCIPALS ORGANIZATION

Representing

The Principals of the School District

Effective July 1, 2012 through June 30, 2014

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# EMPLOYMENT AGREEMENT

## ARTICLE I.

### PURPOSE

#### Section 1. Parties:

THIS AGREEMENT is entered into between the School Board of Independent School District No. 272, Eden Prairie, Minnesota (hereinafter referred to as the School Board or School District) and the Eden Prairie Principals Organization (hereinafter referred to as the exclusive representative or organization) 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.) to provide the terms and conditions of employment for principals during the duration of this Agreement.

## ARTICLE II.

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

#### Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes the Eden Prairie Principals Organization as the exclusive representative of principals employed by the School District of Independent School District No. 272 which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

#### Section 2. Representation:

The exclusive representative shall represent all the principals of the district as defined in this Agreement and in P.E.L.R.A.

## ARTICLE III.

### DEFINITIONS

#### Section 1. Terms and Conditions of Employment:

Terms and conditions of employment means 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 179.66 regarding the rights of public employees and the scope of negotiations.

Section 2. Appropriate Unit:

The appropriate unit shall consist of all employees of Independent School District No. 272, Eden Prairie, Minnesota who are certified by the State Department of Education as principals or associate principals, who are employed for more than 14 hours per week or 35% of the normal work week, whichever is lesser, and for more than 100 work days per year, and who devote more than 50% of their time to administrative or supervisory duties in the capacity of a principal or associate principal, and excluding all other employees.

Section 3. School Board or School District:

Any reference to school board or school district in the Agreement shall mean the school board of Independent School District No. 272 or its designated officials.

Section 4. Principal:

Reference to principal in this Agreement shall mean principals and associate principals, except in those cases where there is a clear distinction between the two positions.

Section 5. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## ARTICLE IV.

### SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The parties recognize 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, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school board. This section shall not be construed to limit the right of the organization to meet and confer with the school district, pursuant to P.E.L.R.A., regarding policies and matters not included under terms and conditions of employment.

## Section 2. Management Responsibilities:

The parties recognize 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 employees covered by this Agreement shall perform the services prescribed by the board and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by reasonable board rules, regulations, directives, and orders issued by properly designated officials of the school district. 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.

## PRINCIPAL AND ASSOCIATION RIGHTS

### Section 1. Right to Views:

Pursuant to M.S. 179.65, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to administration of this contract and 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 exclusive representative if there be one, nor shall it be construed to require any principal to perform labor or services against his will.

### Section 2. Other Rights:

Nothing contained herein shall be construed to deny or restrict any principal or the school district any rights under the Minnesota School Laws or other applicable laws and regulations.

### Section 3. Association Representative:

Members of the association and their respective affiliates shall be permitted to transact official organization business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.

#### Section 4. School Building and Facilities:

The organization shall have the same rights to such usage of school buildings and facilities as is permitted by board policy relating to any other private organization, and subject to the right of the school district to assess charges for such usage consistent with the policies relating to private organizations.

#### Section 5. School Mail:

The organization shall have the right to reasonable use of the district mail service and principal mail boxes to communicate with principals in quantities which do not interfere with the regular school mail operation.

### ARTICLE VI.

#### LEAVES OF ABSENCE

##### Section 1. Sick Leave:

Subd. 1: Principals shall earn sick leave at the rate of 14 days per year of service. Annual sick leave shall accrue at the beginning of the school year.

Subd. 2: Unused sick leave days will accumulate to a maximum of 280 days of which a maximum of 266 days will carry over to the following year.

Subd. 3: Sick leave benefits with pay shall be allowed by the school district whenever the principal is found to have been absent due to his or her illness or disability or that of his or her minor child which prevented attendance at work and performance of duties on that day or days.

Subd. 4: The school district may require the principal to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay. However, the final determination as to the eligibility for sick leave is reserved to the school district.

It shall be the responsibility of the principal to have Appendix A completed by a doctor acceptable to the school district for each tenth consecutive day of absence due to sick leave unless this requirement is waived in writing by the school district. Sick leave will not be paid by the school district unless Appendix A is provided to the school district as provided for in this subdivision.



## Section 2. Family Sick Leave:

A principal may use family sick leave not to exceed five (5) days per year for serious disability in the immediate family. For purposes of this section, the immediate family is defined as the principal's spouse, adult child, parent, brother, sister, spouse's parent or persons who reside in the Principal's household.

## Section 3. Bereavement Leave:

Up to five (5) days of leave shall be granted for death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the Superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the principal's spouse, child, parent, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles, and persons who reside in the principal's household. Days used for this section shall not be deducted from sick leave.

## Section 4. Sabbatical Leave:

A sabbatical leave of absence for professional study may be granted to a principal in the Eden Prairie Schools subject to the following provisions:

1. In order to be eligible for sabbatical leave, a principal must have completed at least seven (7) consecutive full school years of employment in the Eden Prairie Schools since the principal's initial date of employment or the expiration of such principal's last previous sabbatical leave.
2. No more than one principal shall be granted sabbatical leave in any one year.
3. The proposed program of study must be approved in advance by the Superintendent. The professional study for which sabbatical leave is granted shall be directly related to the principal's assignment, unless otherwise agreed in writing.
4. The allowance granted to a principal on sabbatical leave shall be 60% of the basic contract salary (not including any extra-curricular pay) of the individual for the school term in which the application for sabbatical leave is approved. It is understood that sabbatical leave will be granted for one regular school year. The pay reduction may be taken over two years by mutual consent.
5. A principal receiving a sabbatical leave of absence must agree in writing to return to the school district for at least one year of service after completion of the sabbatical leave. A principal who received a sabbatical leave and fails to complete one year of service with the school district for any reason other than the individual's incapacity to administer, 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.

6. Applications for sabbatical leave shall be submitted in writing to the Superintendent no later than March 1 of the preceding school year. Additional information may be submitted up to March 15th. Notice of action by the Superintendent and Board shall be given prior to April 15th. The principal must confirm acceptance of a sabbatical leave offer by May 1.
7. Upon satisfactory completion of a sabbatical leave the individual shall be assigned to the position occupied prior to the leave or a mutually agreed upon commensurate position.

#### Section 5. Emergency Leave:

A full-time principal may be granted one day of emergency leave per year. Unused emergency leave may accumulate to a total of three days. Emergency leave shall be defined as follows: leave granted to an individual for compelling business, or extra-ordinary circumstances deemed appropriate by the Superintendent when it is shown that such activities cannot be conducted outside of school hours or that a delay in such activities would cause a hardship to the principal.

#### Section 6. Jury Duty Leave:

Subd. 1: A principal 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 deductions or loss of basic leave allowance. In the event a principal serves on jury duty pursuant to this section, the school district will compensate the principal for the difference between the regular salary and the amount received as jury duty pay.

Subd. 2: A principal who is subpoenaed shall be granted one day of leave without any salary deduction or loss of basic leave allowance.

### ARTICLE VII.

#### INSURANCE

#### Section 1. Hospital and Medical Insurance:

Subd. 1: The school district shall provide payment of up to \$1,974.50 per month toward the premium for family medical insurance for the 2012-2013 & 2013-2014 school year as a benefit and made available by the school district for eligible employees. In no case may the reimbursement for family medical coverage exceed the cost of the district-provided family coverage.

Subd. 2: The principal must retain individual health and hospitalization insurance coverage. However, the principal may elect to convert the cost differential between the district's monthly contribution for family coverage and single coverage to salary.

Subd. 2a: In no case may the reimbursement for cash-in-lieu of insurance exceed \$1600.00 per month.

Subd. 3: The principal may have an annual comprehensive medical examination once every two years conducted by the physician of his/her choice. The district shall pay the cost of such physical examination in an amount not to exceed \$150.

Section 2. Dental Insurance:

Subd. 1: The school district shall provide full single or family dental insurance to each principal.

Subd. 2: The principal must retain individual dental insurance coverage. However, the principal may elect to convert the cost differential between family coverage and single coverage to cash in lieu of taking the family coverage.

Section 3. Life Insurance:

Subd. 1: Basic Employee Life Insurance: The school district shall provide all principals with a group term life insurance policy in an amount representing two times the employee's base salary rounded to the nearest thousand dollars.

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

- a. The school district shall pay the entire premium for the basic employee life insurance coverage unless the employee notifies the school district of its intent to pay a portion of the premium in accordance with paragraph (b) as follows.
- b. The employee may elect to have the school district pay the premium for only the first \$50,000 of basic life insurance coverage, and the employee will pay the premium cost for the coverage exceeding \$50,000. This option shall be implemented retroactively to January 1, 1999.
- c. New employees shall be required to elect their option of choice within 15 days of their employment date.
- d. All employees shall be provided the option of revising their choice on December 31 of each respective year.

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 employee shall not involve the school district.

#### Section 4. Long-Term Disability:

The school district shall carry and pay for a long-term disability program as follows: The Employer shall contribute the total premium necessary to provide income protection at 66 2/3% gross salary to continue to age 65, after a 60 day waiting period.

### ARTICLE VIII.

#### SEVERANCE/SICK LEAVE PAYOUT

##### Section 1. Severance/Sick Leave Payout

Subd. 1: The school district shall provide four (4) pro rata days of severance pay for each full year of employment in the Eden Prairie School District. A principal is eligible for severance pay when he/she discontinues employment with the school district for any reason other than dismissal pursuant to 122A.40 which defines grounds for discharge. The rate of pay shall be calculated at the rate of the last day of employment. The total amount of severance pay under this subdivision shall not exceed one-half of the principal's annual salary pursuant to Subd. 4 as set forth in state statutes 465.722.

Subd. 2: Principals shall also receive as pay 50% of unused accumulated sick leave, not to exceed the maximum limitations set forth in Article VI, Section 1.

Subd. 3: For principals who are at least 55 years of age with 15 years of service with the school district, the determination of the 50% unused accumulated sick leave shall take into consideration that any sick leave taken in excess of six (6) continuous days per incident during the year preceding resignation shall not be deducted from the principal's accumulated sick leave for purposes of calculating sick leave payout as provided within this section.

Subd. 4: In applying these provisions, a principal's daily rate of pay shall be the basic daily rate at the time of resignation, 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. 5: The total combined amount of the severance benefit under Subd. 1 and the sick leave payout under Subd. 2 shall not exceed one year's salary.

##### Section 2. Payment of Benefits (403b)

Subd. 1: The District will contribute an amount equal to the employee's severance and sick leave payout benefits under Section 1 into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)).

Subd. 2: The employee shall provide verification as to the amount which may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax deferred accounts held by the employee.

Subd. 3: Deposits of the severance pay and sick leave payout benefits shall be made within thirty (30) days of the employee's last day of employment in the District except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

Subd. 4: In the event the District must make payments to the Severance 403(b) in the years after retirement, it will be the responsibility of the retiree to provide verification to the District each year of the amount which may be contributed into the Severance 403(b) without exceeding the applicable IRS limits on annual additions.

Subd. 5: The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due.

Subd. 6: In the event the full amount of severance and sick leave payout cannot be deposited into the 403(b) due to the IRS limits, any amount remaining in the 5<sup>th</sup> year after retirement shall be paid out as taxable compensation subject to all applicable employment taxes.

Section 3: Hospitalization and Dental Insurance Coverage: Employees hired prior to July 1, 1999.

Subd. 1: Employees Qualifying for School District Contributions to Retiree Insurance: When a principal hired prior to July 1, 1999, retires pursuant to Article VIII, Section 1, with at least fifteen (15) years of service in the Eden Prairie School District, at least twenty-five (25) years in TRA and/or PERA and being fifty-five (55) years of age or more, he or she shall be eligible to participate in a school-district-sponsored group medical-hospitalization and dental insurance plan, if permitted by the terms of the respective master group medical-insurance policy. The district will include cities of the first class in Minnesota, i.e. Minneapolis, St. Paul and Duluth, as part of the 25 years of TRA. Effective the first month of the principal's retirement, the medical-hospitalization insurance premiums shall be paid by the district in an amount up to the amount per month provided by this bargaining agreement in Article VII, Section 1, Subd. 1 as of the principal's last year prior to retirement. This language applies to principals who retire on or after July 1, 2006. The provisions in Article VII, Sections 1 and 2 of the Eden Prairie Principals Organization bargaining agreement, permitting the principal to convert the cost differential between family coverage and single coverage to cash in lieu of taking the family coverage shall discontinue effective the first day of retirement. The principal's right to district contribution towards such group insurance, however, will discontinue upon the principal becoming eligible for Medicare. This language applies to current and future retirees.

In case the principal dies before reaching the end of eligibility for district contribution, the principal's spouse will continue receiving single medical and dental insurance coverage with district contribution at the same level as provided in Subd. 1 of this section, until the principal would have reached the end of eligibility. When either the retired employee or the spouse of the retired employee become eligible for Medicare, they must participate in Medicare supplemental insurance and the insurance benefits must be coordinated with the Medicare coverage.

Subd. 2. Employees Not Qualifying for School District Contributions to Retiree Insurance: An employee who retires pursuant to Subd. 1. but does not qualify for benefits under this Section shall be eligible to continue participation in a school-district-sponsored group medical-hospitalization insurance plan, if permitted by the terms of the respective master group medical-hospitalization insurance plan, but the employee shall pay the entire premium commencing with the date of the employee's retirement. It is the responsibility of such an employee to make arrangements with the school district business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. When the retired employee becomes eligible for Medicare, he/she must participate in Medicare supplemental insurance and the insurance benefits must be coordinated with the Medicare coverage.

Subd. 3. Health Care Savings Plan in Lieu of Retiree Health Insurance for Employees hired after June 30, 1999: Employees hired after June 30, 1999, and who have completed five (5) full years of employment by June 30<sup>th</sup> of any year after 2004 will receive \$3,000 annually for years six through ten to be placed in the district's HCSP account. Employees who have completed ten (10) full years of employment by June 30<sup>th</sup> of any year after 2004 will receive \$6,000 annually until a maximum of \$50,000 is reached, to be placed in the district's HCSP account. Upon severance from the district, the district will make a contribution to the employee's HCSP account. The district will place the money in an interest bearing account and pay all administrative fees prior to severance. Upon severance, the employee is responsible for investment of HCSP funds and for all administrative fees. Note: This language is not retroactive. Prior to July 1, 2006, the collective bargaining agreement provided that from 2004-05, years 6 through 10 receive \$1,000; years 11 through 15 receive \$3,000; after 16 years receive \$6,000 to a maximum of \$50,000.

## ARTICLE IX.

### OTHER BENEFITS

#### Section 1. Professional Development:

Subd. 1: Upon approval of the Superintendent, the school district will pay dues for membership in the state and national organization for each principal and for one other professional organization as designated by the principal. An amount will be budgeted annually to cover the cost of this professional development.

Subd. 2: School absence for attending conventions and conferences must be approved in advance by the Superintendent.

Subd. 3: The school board recognizes the importance of the principals' attendance and/or participation in professional growth and outreach. The principal should at the discretion of the Superintendent attend appropriate professional meetings at the local, state and national level. The expenses of said attendance will be paid by the school district. The principal shall file an itemized expense statement to be processed as provided by law.

## Section 2. Automobile:

The school district shall allow \$1,200 per year to each principal for expenses incurred in operating a privately owned automobile when conducting school business within a 15-mile radius of the principal's school building. Mileage beyond the 15-mile radius will be paid by the school district at the current mileage rate when approved by the Superintendent. Any additional mileage expenses above the \$1,200 per year will be reimbursed at the school district rate if all mileage is adequately documented.

## Section 3. Tuition Reimbursement:

The school district shall reimburse 50% tuition expense for up to 4.5 quarter credits per quarter or academic session or 3 semester credits per semester or academic session, not to exceed a total of 13 quarter credits or 9 semester credits in any one fiscal year for advanced (graduate level) college course work which pertains directly to the position. Correspondence courses will not be reimbursable. In order to be considered for reimbursement, all course work must be approved by the Superintendent prior to taking the coursework. Tuition reimbursement will occur after a principal has satisfactorily completed the course with a grade equivalent of "B" or higher.

## Section 4. Health Care Savings Plan

As of June 30, 2006, each principal shall annually have \$480 placed in a health care savings plan account. That amount shall be invested by the district with administrative fees paid by the district until the employee severs employment with the district. Upon resignation, employees shall have the amount accrued contributed to the trust fund. The amount of accrual is the total amount accrued as of the previous June 30<sup>th</sup> or June 30<sup>th</sup> of the year of retirement if such retirement occurs on that date. Upon severance, the employee is responsible for investment of HCSP funds and for all administrative fees.

## ARTICLE X.

### BASIC COMPENSATION

#### Section 1. Salaries –2012-13 and 2013-14 Contract Years:

Salaries shall be paid to principals during the 2012-13 and 2013-14 contract years as provided in this Article. The formula for determining salaries shall not be construed as a part of the continuing contract law and shall apply only to 2012-13 and 2013-14 contract years. If negotiations for a successor contract are not completed at the commencement of the 2014-15 contract year, a principal shall be compensated according to the last individual contract executed between the principal and the school district until such time that a successor agreement is executed. Schedules A and B display the salary schedules for 2012-13 and 2013-14

#### Section 2. The Salary:

The 2012-13 and 2013-14 salaries are obtained by adding the following factors:

- I. Base Salary
- II. Responsibility Factor
- III. Longevity Factor
- IV. Education Factor

(Note: All financial references in this Section are based upon a 48-week work year.)

#### Factor I. Base Salary:

2012-13: \$108,515  
2013-14: \$110,088

#### Factor II. Responsibility Factor:

<u>Position</u>	<u>2012-13</u>	<u>2013-14</u>
Senior High Lead Principal	\$25,478	\$25,478
Senior High Associate Principal	\$ 3,830	\$ 3,830
Middle School Lead Principal	\$ 8,170	\$ 8,170
Middle School Associate Principal	\$ 3,170	\$ 3,170
Elementary School Associate Principal	\$ 2,615	\$ 2,615
Elementary Lead Principal	\$ 6,315	\$ 6,315



Factor III: Longevity Factor: (Administrative Experience) Limited to seven full years of full-time experience outside of the school district.

Steps* 1 through 3	\$ 0
Steps 4 through 6	\$ 700
Steps 7 through 9	\$1,800
Steps 10 through 15	\$2,300
Steps 16 and up	\$3,500

\* 0 years experience = Step 1; 1 year experience = Step 2, etc.

Factor IV: Education:

MA to MA+44	\$ 0
MA+45 to MA+59	\$ 750
MA+60/Specialist	\$1,500
Doctorate	\$2,250

### Section 3. Lane Changes:

Changes in the education factor may be made three (3) times a year. The first adjustment will be made effective July 1, provided the principal submits satisfactory evidence of successful course completion no later than September 1. The second adjustment will be effective February 1, provided the principal submits satisfactory evidence of successful course completion by February 1. The third adjustment will be effective April 1, provided the principal submits satisfactory evidence of successful course completion by April 1. Changes in the education level shall be approved only upon the submission of an official transcript, although other satisfactory evidence of successful course completion may be submitted pending receipt of the official transcript. However, a salary adjustment shall not be made until the official transcript is received, at which time the adjustment shall be retroactive to July 1, February 1, or April 1.

### Section 4. Longevity Credit:

A year of administrative experience for purposes of compensation shall be construed to mean a minimum of 22 weeks on a regularly contracted assignment within the same school year when such experience is within the Eden Prairie School District. For purposes of the compensation formula, a year of experience shall mean a full year of administrative experience on a regularly contracted assignment when such experience is in a school district other than the Eden Prairie School District.

### Section 5. Part-time Principals:

Regularly employed part-time principals who are employed 5/8 or more time for the district and who are employed 1/2 time or more as principals shall have each such year of employment count as one year for the longevity factor in the compensation formula. This provision applies only to the part-time experience gained in the Eden Prairie School District.

## ARTICLE XI.

### DUTY YEAR

#### Section 1. Duty Days:

Subd. 1: The school district shall establish the calendar and duty days for each school year, and the principal shall perform services on such days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school, and pursuant to such authority as determined to conduct school.

Subd. 2: The work year for principals and associate principals shall be 48 weeks. In the event a principal or associate principal is employed for less than a 48-week duty year, as determined by the school district, the employee's compensation shall be calculated on a pro rata basis.

#### Section 2. Paid Holidays:

The following paid holidays are included within the duty day specified in Section 1 hereof:

1. New Year's Day
2. Memorial Day
3. Thanksgiving Day
4. Day After Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. Four (4) Floating Holidays
8. Fourth of July

#### Section 3. Vacation Days:

Principals shall be granted unpaid vacation weeks equal to the difference between fifty-two (52) weeks and the number of weeks for which they are contracted. Unpaid vacation accumulated during a contract year shall be taken within six (6) months after June 30, or be forfeited.

Principals terminating employment during the fiscal year shall be paid fully for all weeks actually worked. Any difference between the amount the principal has been paid and the amount due the principal (weekly salary times the number of weeks actually worked prior to termination) shall be paid in a lump sum at the time of termination.

#### Section 4. Changes in Calendar:

The school district reserves the right if school is in session to cancel any designated holiday and establish another holiday in lieu thereof. Furthermore, in the event school is closed and the principal loses a duty day, the principal shall perform duties on such other day in lieu thereof as the school district shall determine.

### ARTICLE XII.

#### 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 of application of any term or terms of the Agreement.

##### Section 2. Representative:

The principal or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his 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 day regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State law.

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:

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent setting forth the facts and the specific provision of the policy allegedly violated and the particular relief sought within fifteen days (15) after the date of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the Superintendent.

#### Section 5. Adjustment of Grievance:

The parties shall attempt to adjust all grievances in the following manner:

Subd. 1. Level I.: If the grievance is not resolved informally, the Superintendent shall transmit a written decision to the principal within ten days of the receipt of the written grievance.

Subd. 2. Level II.: In the event that the grievance is not resolved in Level I., an appeal may be made to a member of the school board, appointed by that body, provided that a written appeal is made within five days of receiving the decision in Level I. If a grievance is properly appealed, the board member shall set a time to meet regarding the grievance within fifteen days of receiving the appeal. Within ten days after the meeting, the board member shall issue a written decision to the principal involved.

#### Section 6. Communications:

Copies of all correspondence, including appeals, responses, answers and written communications, shall be furnished during every step of this procedure to the Superintendent's office.

#### Section 7. School Board Review:

At the request of the grievant or at its own initiative, the school board or a committee designated by the board may review decisions issued under Level I or Level II. The full school board reserves the right to affirm, reverse, or modify decisions made at Levels I and II. Within ten days after receiving a written appeal or within ten days after notifying the grievant of its intention to review, the board or its appointed committee will meet to review the decision or hear the appeal. Within fifteen days of the review or appeal, the full school board shall issue a written decision to the principal involved.

## Section 8. 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 9. 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:

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 ten (10) days following the decision in Level II or within ten (10) days after the decision of the school board if the school board reviews a decision pursuant to Section 7 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which 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 PERB 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 from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

### Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within not less than five (5) days before the hearing, forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:
  - (1) The issues involved.
  - (2) Statement of the facts.
  - (3) Position of the grievant.
  - (4) The written documents relating to Section 5 of the grievance procedure.
- b. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to the organization.

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 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. 6. Decision: 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 the P.E.L.R.A.

Subd. 7. 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 which 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. 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, 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 10. Grievance Form:

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

## ARTICLE XIII.

### DURATION

#### Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing July 1, 2012 through June 30, 2014, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2014, it shall give written notice of such intent no later than March 1, 2014.

#### Section 2. Effect:

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

#### Section 3. Finality:

Unless otherwise mutually agreed by the parties, any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual agreement.

#### Section 4. Severability:

If any provision of this Agreement or the application of any such provision is found to be contrary to law, that provision shall be severable and 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:

FOR:

EDEN PRAIRIE PRINCIPALS' ORGANIZATION  
EDEN PRAIRIE, MINNESOTA 55344

FOR:

INDEPENDENT SCHOOL DIST. NO. 272  
EDEN PRAIRIE, MINNESOTA 55344

\_\_\_\_\_  
Conn McCartan, Principal Representative

\_\_\_\_\_  
Thomas May,  
Exec. Director of Human Resources

\_\_\_\_\_  
Connie Hytjan, Principal Representative

\_\_\_\_\_  
Ranee Jacobus, Board Negotiator

\_\_\_\_\_  
Joe Epping, Principal Representative

\_\_\_\_\_  
John Estall, Board Negotiator

\_\_\_\_\_  
Karla Bratrud, Board Negotiator

Date Ratified by School Board: October 9, 2012



APPENDIX A  
EDEN PRAIRIE, MINNESOTA

PHYSICIAN'S VERIFICATION OF DISABILITY  
FOR DISABILITY LEAVE PURPOSES

To Physician:

Your patient, \_\_\_\_\_, an employee of the Eden Prairie School District, has claimed disability leave from the school district for the period \_\_\_\_\_ 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_\_.

Verification of the disability is required to make this payment. Would you please respond to the following questions in reference to the sick leave claim by your patient:

1. Nature of disability. (Describe with particularity)
2. On what dates did you examine the patient?
3. Can you verify the patient was disabled on the dates claimed?
4. Has the employee recovered?
5.
  - a. In the event the patient remains disabled, what is your estimate as to when the patient will be able to return to work?
  - b. In such event, when do you anticipate examining the patient again?
6. Other relevant information to this matter.

I authorize this information to be given to my employer.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX B

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

Grievance No. \_\_\_\_\_

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Principal's  
Organization Representative

Copies to: Superintendent  
Exclusive Representative  
Executive Director of Human Resources

## Memorandum of Agreement

### Earned Vacation Carryover Language

Members will be paid for up to 10 days of earned time as of June 30, 2013. Payment will be made on July 31. Confirmation of payout will be made with individual principal.

This memorandum of Agreement will sunset on June 30, 2013.

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

Principals' Representatives

Eden Prairie Independent School  
District No. 272

\_\_\_\_\_  
Conn McCartan, Principal Representative

\_\_\_\_\_  
Thomas May  
Exec. Director of Human Resources

\_\_\_\_\_  
Connie Hytjan, Principal Representative

\_\_\_\_\_  
Ranee Jacobus, Board Negotiator

\_\_\_\_\_  
Joe Epping, Principal Representative

\_\_\_\_\_  
John Estall, Board Negotiator

\_\_\_\_\_  
Karla Bratrud, Board Negotiator

Date Ratified by School Board: October 9, 2012

**Memorandum of Agreement**  
**Option to Re-Open Negotiations for Year Two of Contract**

Principals and District agree that, if Principal Representatives request to re-open negotiations for year two of this contract for purposes of discussing a performance pay agreement for year two of the contract, such a request will be honored.

This Memorandum of Agreement will sunset on June 30, 2014.

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

Principals' Representatives

Eden Prairie Independent School  
District No. 272

\_\_\_\_\_  
Conn McCartan, Principal Representative

\_\_\_\_\_  
Thomas May  
Exec. Director of Human Resources

\_\_\_\_\_  
Connie Hytjan, Principal Representative

\_\_\_\_\_  
Ranee Jacobus, Board Negotiator

\_\_\_\_\_  
Joe Epping, Principal Representative

\_\_\_\_\_  
John Estall, Board Negotiator

\_\_\_\_\_  
Karla Bratrud, Board Negotiator

Date Ratified by School Board: October 9, 2012