

# **MASTER AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT 272**

**EDEN PRAIRIE, MINNESOTA**

**AND**

**THE EDEN PRAIRIE EDUCATION ASSOCIATION**

**Effective July 1, 2015 through June 30, 2017**

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## **ARTICLE I PURPOSE**

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

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

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

## **ARTICLE III DEFINITIONS**

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

Section 2. Teacher: The term "teacher" shall mean all persons employed by the school board in a position for which the person must be licensed by the Board of Teaching or Department of Education, including licensed school nurses and substitute teachers substituting for the same teacher more than thirty (30) days, but

excluding the following: superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, administrative assistants to principals, confidential employees, supervisory employees, essential employees and such other employees as excluded by law.

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

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

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

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

## **ARTICLE IV MANAGEMENT PREROGATIVES**

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

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

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

## **ARTICLE V TEACHER RIGHTS AND PREROGATIVES**

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

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

Section 3. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to M.S. 179A.01 to M.S. 179A.25 of P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization. The Association shall notify the school district in writing by September 1 of such deduction which shall be 1/20th of total dues taken from regular salary checks beginning September 15 and ending June 30. Deductions for



teachers employed after commencement of the school year shall occur with the first paycheck and be completed by June 30.

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

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

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

Section 7. Information: The parties agree that the Association shall have access, upon reasonable notice, to appropriate and available information necessary for the Association to exercise its responsibilities as exclusive representative. The availability of such information released shall not be inconsistent with the rights of others as provided by law.

Section 8. Fair Share:

Subd. 1. Pursuant to M.S. 179A.06, Subd. 3, and any subsequent amendments thereto, any teacher included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered by the Association as exclusive representative in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. Any dispute concerning the amount of the fair share fee shall be subject to the procedures of M.S. 179A.06, Subd. 3, as amended, and shall not be subject to the grievance procedure.

Subd. 2. Upon thirty (30) days' notice in writing to the school district of the name of the teacher and the amount of the fair share fee, the school district will deduct such fair share fee in installments from such teacher's regular paycheck and will forward such fees to the Association. Such deduction shall be 1/18th of the total fair share of fees taken from regular salary checks beginning October 15 and ending June 30. The Association agrees to notify the school district promptly whenever any teacher subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such teacher will thereafter be made.

Subd. 3. The Association hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Association as provided herein.

Section 9. Meet and Confer: The school district shall meet and confer with the Association pursuant to P.E.L.R.A. on those matters of teacher concern not covered by this Agreement, including class size, teacher facilities, and assignment and transfer.

Section 10. Labor Management Committee: The EPEA and the Eden Prairie School District continue to explore ways to work cooperatively and collaboratively together. The EPEA and the District also value continuously improving the day-to-day communications to achieve and maintain a mutually beneficial relationship through the use of an effective labor-management committee. The purpose of the Committee is to discuss, explore and study problems referred by either party and explore opportunities to work collaboratively together. The Committee shall be authorized to make recommendations and shall have no authority to change, delete or modify any of the terms of the existing Master Agreement, nor to settle grievances. The Committee shall be composed of 10 members, five representing the EPEA and five representing the district. Chairing the committee shall alternate between the two groups.

Section 11. Personnel Files:

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

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

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

Section 12. Teacher Discipline: (Just Cause) No teacher shall be suspended without pay or reduced in compensation from a teaching position without just cause. Any such action asserted by the school district shall be subject to the grievance procedure herein set forth. This section shall not be applicable to unrequested leave which shall be governed by Article XII of this Agreement.

## **ARTICLE VI LENGTH OF THE SCHOOL YEAR**

### Section 1. Teacher Duty Days:

Subd. 1. K-12 Teacher Duty Days: Pursuant to M.S. 120A.40, the school board shall, prior to April 1 of each school year, establish the school calendar for the coming year, and the teacher shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The length of the school year shall consist of 185 duty days for teachers, including: student days,

orientation and workshop days and in-service training days as determined by the school board.

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

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

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

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

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

**ARTICLE VII  
THE PROFESSIONAL TEACHING DAY**

Section 1. Building Hours:

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

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

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

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

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

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

Subd. 4.

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

Subd. 4. B. If a teacher is assigned to a student contact or supervisory assignment in excess of that provided in Subd. 2 of this section or if a secondary teacher is assigned more than five (5) periods of teaching assignments per quarter within the framework of a six-period day, such teachers shall be compensated at a rate of one twentieth (5%) of the teacher's contracted 1.0 FTE base pay for that quarter..

Subd. 4.c. If a teacher is assigned to a student contact or supervisory assignment in excess of that provided in Subd. 2 of this section or if a secondary teacher is assigned more than three(3) periods of teaching assignments per quarter within the framework of a four-period day, such teacher shall be compensated at a rate of one twelfth (8.33%) of the teacher's contracted 1.0 FTE base pay for that quarter.

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

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

Section 3. K-12 Assignments and Preparation Time:

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

Subd. 2. The teacher's basic day will include a minimum daily preparation time, which shall be the length of one (1) period for secondary school teachers and fifty (50) minutes for elementary school (K-6) teachers. Changing methods of instruction and scheduling may result in variations of preparation time on a day-to-day basis. Such preparation time, however, will not be reduced when averaged over a week's time or the scheduling cycle used. During the preparation time, teachers will be available for occasional school-related business, which cannot reasonably be scheduled at another time.

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

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

Subd. 2. For each student contact hour or portion thereof, the ECFE teacher shall receive non-student contact time as described in Article VIII, Section 1, Subd. 3. Such time shall be used for preparation, lunch and other occasional school-related business that cannot reasonably be scheduled at another time.

Section 5. Additional Activities: In addition to the basic school day, a teacher may be required to reasonably participate in activities that extend beyond it to attend to such matters as consultation with parents, faculty meetings, open houses, curriculum meetings, and other teaching responsibilities that cannot reasonably be scheduled within the regular school day. Such assignments shall be distributed as equitably as practicable among the staff and reasonable effort shall be made to consider the desires of the teacher in scheduling such activities.

Section 6. Other Arrangements: This Article is not intended to exclude other arrangements regarding the teacher's professional day which could be mutually agreed upon between the teaching staffs and the building administrations, subject to the approval of the superintendent.

## **ARTICLE VIII BASIC COMPENSATION**

### Section 1. Rates of Pay:

Subd. 1. 20 or More Hours Per Week: For teachers employed twenty (20) or more hours per week, the wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2015-16 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2016-17 year. Teachers shall advance on the salary schedule one (1) step on Schedule A for the 2015-16 school year and one (1) step on Schedule B for the 2016-17 school year, subject to the right of the school district to withhold salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure. (ECFE teachers employed 20 or more hours per week shall be paid on an hourly pro rata basis computed by dividing the appropriate salary schedule amount by the number of teacher duty days as defined in Section 1 of Article VI and then dividing by eight (8) hours.)

Subd. 2. Less than 20 Hours Per Week: Teachers regularly employed less than twenty (20) hours per week shall be compensated at an hourly rate. Level I teachers (teachers having worked less than six quarters for the Eden Prairie School District) shall be compensated at the rate of \$25.02 per hour for the 2015-16 school year and \$25.60 for the 2016-17 school year. Level II teachers (teachers having worked six (6) quarters but less than twenty (20) quarters for the Eden Prairie School District) shall be compensated at the rate of \$30.19 per hour for the 2015-16 school year and \$30.89 per hour for the 2016-17 school year. Level III teachers (teachers having worked twenty (20) or more quarters for the Eden Prairie School District) shall be compensated at the rate of \$30.71 per hour for the 2015-16 school year and \$31.41 per hour for the 2016-17 school year.

Subd. 3. Compensation Formula for ECFE Teachers: ECFE teachers shall be compensated according to the following formula: Student Contact Hour

or Portion Thereof x Hourly Rate of Pay Specified in Article VIII, Subds. 1 and 2 x 1.5.

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

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract. If negotiations for a successor contract are not completed at the commencement of the 2017-18 school year, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time that a successor agreement is executed.

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

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

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

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

Subd. 4. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent



or superintendent's designee, in writing, prior to the taking of the course. A teacher taking a course without receiving prior approval does so at his/her own risk. A form requesting a lane change must be completed not less than fifteen (15) days prior to the effective date, as provided in Subd. 5 hereof.

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

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

Subd. 7. Eligibility for Career Step: Eligibility for Career Step 17 and 24 will occur when the credited experience allowed by Section 4 of this article and the Eden Prairie experience under contract total 16 or 23 years respectively.

#### Section 4. Experience Credit:

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

Subd. 2. A teacher new to the Eden Prairie system who has had prior experience in other fields of endeavor shall receive credit for up to five (5)

years and appropriate lane placement. Such experience must have been gained within the last seven (7) years. Additional experience may be granted upon the discretion of the superintendent of schools, or superintendent's designee, for past experience related to the teaching position.

Subd. 3. Teaching Experience:

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

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

Subd. 4. Experience Outside Eden Prairie:

Subd. 4a. Outside experience will only be counted for years of actual teaching or related service. For purposes of the salary schedule, a year of experience shall mean completion of at least 950 hours in a school year.

Subd. 4b. Full-time teachers as defined in Article X, Section 8, Subd. 1 who receives a general leave as provided in Article XI, Section 11, may be given outside experience credit when said experience was obtained through a general leave for teaching experiences deemed appropriate by the school district if at least 950 hours per year of academic classroom instruction occurs. This provision shall be retroactive to the 1980-81 school year.

Subd. 4c. An ECFE teacher, when experience does not equate to 950 hours in a year, may combine two years to equal 950 hours.

Subd. 4d. Except as provided in Subd. 4b, Subd. 4 of Section 4 of this article, changes in this section shall not be retroactive. ECFE teachers

hired in the K-12 program shall be placed according to K-12 contract language.

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

Section 6. Pay Periods:

Subd. 1. K-12 teachers shall have the option to be paid in twenty-four (24) or twenty (20) equal semi-monthly installments. Paydays shall be the 15th and the last day of each month or the last weekday preceding these days if the 15th or the last day should be a school holiday. A K-12 teacher must notify the school district in writing of the choice no later than August 1 and such choice shall be effective for the entire school year and thereafter unless change is made in writing prior to August 1.

Subd. 2. K-12 teachers who select the 24 semi-monthly installments shall have the option of receiving their remaining salary in a lump sum payment on June 15. K-12 teachers electing this option shall notify the school district in writing no later than May 1 of the year in which the lump sum payment is to be made.

Subd. 3. A K-12 teacher whose employment terminates for any reason shall have the option to receive their remaining salary in a lump sum payment to be paid 15 days after termination. A teacher who resigns effective at the end of the school year shall have the option to receive their remaining salary in a lump sum payment on June 30.

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

**ARTICLE IX  
EXTRA COMPENSATION AND HOURLY PERSONNEL**

Section 1. Assignment of Co-curricular Duties:

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

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

## Section 2. Co-curricular Compensation:

Subd. 1. The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 2015-16 and 2016-17 school years.

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

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

Years in a Position

5

Additional Salary

5% in addition to Schedule C

10	10% in addition to Schedule C
14	15% in addition to Schedule C
19	20% in addition to Schedule C
24	25% in addition to Schedule C

Section 3. Regular Teacher-Substitute: In those cases where regular substitutes are not available and regular teachers serve as substitutes during their preparation time along with their regular duties, said teachers shall have the option to be paid according to the schedule below for the 2015-16 and 2016-17 school years or receive a personal day after subbing during their prep the number of times equivalent to a full student day (i.e. 4 periods on the 4 period day, 6 periods on the 6 period day).

	<u>2015-2016</u>	<u>2016-2017</u>
High School:	\$32.21 per period	\$32.93 per period
CMS:	\$21.47 per period	\$21.96 per period
All other schools:	\$21.47 per hour	\$21.96 per hour

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

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

Subd. 1. Assignments Specifically Designed to Target Instruction. This is instruction that occurs outside of the student day and/or during the summer: Hourly prorata rate of pay.

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

Subd. 3. Curriculum Writing and Required CIC Committee Assignments: The school district shall determine the number of hours necessary to complete a curriculum development project and shall contract with the selected teacher to perform such curriculum development project based upon the hourly rate as provided herein, with payment to be made at the time the project is completed and accepted by the school board.

	<u>2015-16</u>	<u>2016-17</u>
Level I (Steps 1-10 of salary schedule)	\$22.96 per hour	\$23.47 per hour
Level II (Steps 11-16 of salary schedule)	\$29.86 per hour	\$30.53 per hour

Level III (Steps 17+ of salary schedule)	\$31.60 per hour	\$32.31 per hour
<u>Subd. 4. Teacher Training:</u>	<u>2015-16</u>	<u>2016-17</u>
	\$22.96 per hour	\$23.47 per hour

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

#### Section 5. Extended Contracts:

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

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

Section 6. Special Events: If a teacher is requested to supervise students or work at special events, including but not limited to chaperone, dances or parties, buses to school events, selling or taking tickets at games, non-contracted refereeing, general supervision or intramurals outside the limits of the regular duty day, the teacher shall be paid at the rate as provided in Appendix C hereof. In addition to the teacher's daily rate of pay, teachers shall be paid for the fifth grade environmental camping trip and the high school outdoor recreation trip in the 2015-16 school year at the rate of \$100.00 per day and 2016-17 school years at the rate of \$100.00 per day.

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

### High School

	<u>2015-16</u>	<u>2016-17</u>
Department Chair		
Large Department (16 or more staff members)	\$2,300	\$2,300
Medium Department (7 to 15 staff members)	\$1,235	\$1,235
Small Department (2 to 6 staff members)	\$ 920	\$ 920
Special Ed. Leads	\$1,235	\$1,235

### Central Middle School

Department Chairs/Teams		
Large Department (7 or more staff members)	\$1,195	\$1,195
Small Department (2 to 6 staff members)	\$ 805	\$ 805
Rainbow	\$1,195	\$1,195
Special Ed. leads	\$ 975	\$ 975

### Elementary

Special Ed. Leads	\$ 920	\$ 920
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## **ARTICLE X GROUP INSURANCE**

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

### Section 2. Medical-Hospitalization Insurance:

Subd.1. Single Coverage- Not High Deductible with HRA (VEBA): The school district shall provide monthly a sum of money toward the premium

for individual coverage for eligible employees of the school district who qualify for and are enrolled in any of the school district's group health and hospitalization plans (with the exception of the high deductible plan). The sum provided by the school district shall be as follows

July 1, 2015 to June 30, 2016: \$636.00 per month

July 1, 2016 to June 30, 2017: \$636.00 per month

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

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

July 1, 2015 to July 30, 2016:

Premium contribution: \$586.00 per month

HRA (VEBA) contribution: \$ 50.00 per month

Total District Contribution: \$636.00 per month

July 1, 2016 to July 30, 2017:

Premium contribution: \$586.00 per month

HRA (VEBA) contribution: \$ 50.00 per month

Total District Contribution: \$636.00 per month

If the 2015-16 premium is greater than \$586.00 per month, the district contribution to the premium will be increased (up to \$636.00 per month) to match the actual cost per month, and the HRA (VEBA) contribution will



decrease so that the total of both contributions equals, but does not exceed, \$636.00 per month.

Conversely, if the 2015-16 premium is less than \$586.00 per month, the district contribution to the premium will be reduced to match the actual cost per month, and the HRA (VEBA) contribution will increase so that the total of both contributions equal \$636.00 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 2016-2017 premium is greater than \$586.00 per month, the district contribution to the premium will be increased (up to \$636.00 per month) to match the actual cost per month, and the HRA (VEBA) contribution will decrease so that the total of both contributions equals, but does not exceed, \$636.00 per month.

Conversely, if the 2016-2017 premium is less than \$586.00 per month, the district contribution to the premium will be reduced to match the actual cost per month, and the HRA (VEBA) contribution will increase so that the total of both contributions equal \$636.00 per month.

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

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

July 1, 2015 to June 30, 2016: \$873.00 per month

July 1, 2016 to June 30, 2017: \$873.00 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 (VEBA): The school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in the school district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2015 to July 30, 2016:

Premium contribution:	\$823.00.00 per month
HRA (VEBA) contribution:	\$50.00 per month
Total District Contribution:	\$873.00 per month

July 1, 2016 to July 30, 2017:

Premium contribution:	\$823.00 per month
HRA (VEBA) contribution:	\$50.00 per month
Total District Contribution:	\$873.00 per month

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

Subd. 5. If a teacher and his/her spouse are both employed in the Eden Prairie schools, both are eligible for health insurance, and one spouse enrolls in family coverage {including the high deductible with HRA (VEBA)}, they will receive a monthly contribution for family coverage 25% greater than the negotiated contribution to be applied to the family premium (the amount specified in Article X Section 2 Subd. 3). To qualify for this incentive, neither employee may enroll in the single health insurance option.

Section 3. Life Insurance:

Subd. 1. Basic Employee Life Insurance: The school district shall pay the premium cost for term life insurance with double indemnity for accidental

death in an amount equal to twice the teacher's annual salary rounded to the nearest thousand dollars.

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

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

#### Section 4. Term Dental Insurance:

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

July 1, 2015 to June 30, 2016: \$76.65 per month

July 1, 2016 to June 30, 2017: \$76.65 per month

#### Section 5. Long-Term Disability Insurance:

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

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

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any employee for benefits shall be

governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

#### Section 7. Duration of Insurance Contributions:

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

#### Subd. 2. ECFE Teachers:

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

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

#### Section 8. Eligibility:

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

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

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

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

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

## **ARTICLE XI LEAVES OF ABSENCE**

### Section 1. Sick Leave:

#### Subd. 1. Earned Sick Days:

Subd. 1a. K-12 Teachers. All eligible K-12 teachers shall earn sick leave at the rate of twelve (12) days for each year of service. Such sick leave shall be a personal benefit to K-12 teachers and/or minor dependents. Annual sick leave shall accrue at the beginning of the school year.

Subd. 1b. ECFE Teachers. Early Childhood Family Education teachers employed twenty (20) or more hours per week are eligible to earn pro rata sick leave days. Such sick leave shall be a personal benefit to ECFE teachers and/or minor dependents. Sick leave shall accrue at the beginning of each assignment.

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

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

Subd. 4. Sick leave benefits with pay shall be allowed by the school district whenever a teacher's absence is found to have been due to either the teacher or teacher's minor child's illness or disability which prevented attendance at school and performance of duties on that day or days.

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

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

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

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

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

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

Subd. 7. Part-time teachers employed at least eighty-five (85) days per year and fourteen (14) hours per week shall be eligible for sick leave with such accrual of sick leave days being proportionate to their normal work day.

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

Section 3. Worker's Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, the

salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Bereavement Leave: Up to five (5) days of paid leave per occurrence shall be granted for death in the immediate family. Early Childhood Family Education teachers employed twenty (20) or more hours per week for a full school term shall be eligible. The particular amount of leave allowed under this provision is subject to the discretion of the superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the teacher's spouse, child, grandchild, son-in-law, daughter-in-law, parent, brothers, sisters, nieces, nephews, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, legal guardian, spouse's grandparents, aunts, uncles, and persons who reside in the teacher's household. Days used for this section shall not be deducted from sick leave.

Section 5. Personal Leave of Absence:

Subd. 1. Personal Leave Accumulation:

Subd. 1a. K-12 teachers will earn one-half day of personal leave during any fiscal year when they work 85 days or more but less than 180 days per fiscal year. Any K-12 teacher working less than 85 days will receive no personal leave day. K-12 teachers working 180 days or more will receive one (1) personal leave day.

Subd. 1b. Early Childhood Family Education teachers employed twenty (20) or more hours per week for a full school term shall earn one (1) personal leave day.

Subd. 1c. Subject to personal leave accumulation, a teacher may request paid personal leave at his/her own discretion, provided a suitable substitute may be secured. Unused personal leave may accumulate to a maximum of five (5) days.

Subd. 1d. Teachers on Step 12 or greater of the salary schedule shall earn an additional .5 day per year.

Subd. 2. Requests for such leave must be made to the teacher's principal at least two (2) days in advance. Not more than five percent (5%), to the



nearest whole number, of a building's classroom staff shall be permitted to have personal leave at any one time. The administration will give priority to such requests in the order of their submission.

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

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

Section 7. Judicial Leave:

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

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

Section 8. Sabbatical Leave:

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

Subd. 2. In order to be eligible for sabbatical leave and qualify for the pay option provided in Subd. 6a, a teacher must have completed at least seven

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

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

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

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

Subd. 6.

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

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

individual for the school term in which the sabbatical leave is taken and eight-tenths (8/10) of the salary for basic services during the returning year.

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

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

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

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

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

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

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

Subd. 13. A teacher is eligible to continue group insurance benefits, if permitted by the terms of the policy, including the board contribution, pursuant to this Agreement. A teacher on leave under this section shall retain all accumulated disability and personal leave, but no additional disability and personal leave shall accrue during the period of time the teacher is on leave.

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

#### Section 9. Professional Development Leave:

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

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

#### Section 10. Association Leave:

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

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

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

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

Subd. 5. During each school year, the school district shall grant a four-tenths or five-tenths reassignment to the EPEA president, or a portion thereof, as a teacher on special assignment for fulfilling the duties of the EPEA president subject to the EPEA president notifying the Human Resources Department by April 1 of each respective year of his or her intent to be on reassignment for the succeeding school year. If the EPEA president elects this assignment, then the twenty-four (24) non-cumulative paid days as referenced in Subd. 1 of this section shall be decreased to twelve (12) days. The district shall act as the fiscal agent in paying the EPEA president's full salary as determined by his/her placement on the current salary schedule, and he/she shall receive benefits as though the teacher was employed under his/her normal teaching contract for the same contract time as provided for in the previous school year. Therefore, a teacher having taught 6/10s time or more in the previous year would receive benefits, and a teacher having worked less than 6/10s would not receive benefits. The teacher serving as Association president retains the same rights to his/her position as assigned during the year preceding his/her EPEA presidency. The EPEA shall reimburse the district all but twelve (12) full days of the district's cost for salary and benefits of the substitute (replacement) teacher.

#### Section 11. General Leaves:

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

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

Section 12. Child Care Leave:

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

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

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

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

Subd. 5. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the teacher to return to his/her employment prior to the date designated in the approved child care leave.

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

Section 13. Medical Leave:

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

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

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

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

Section 15. Accrued Benefits: A teacher on leave under Sections 11, 12, and 13 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on

leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Article.

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

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

## **ARTICLE XII UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY**

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

Section 2. Definitions:

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

Subd. 2. "Teacher" means a member of the appropriate unit as defined in this Agreement, provided, however, individuals employed to perform Early Childhood Family Education duties shall not be "teachers" in accordance with M.S. 122A.26 and thus should be excluded from all provisions of this Article. As provided by M.S. 122A.26, Early Childhood Family Education teachers do not have continuing contract rights.

Subd. 3. "Qualified" shall mean a teacher who is licensed in the subject matter or field and has successfully taught such subject matter category within the past five (5) years or who has earned fifteen (15) graduate credits



in the subject matter or field within the past five (5) years. Qualified shall also include teachers who hold a license but have a position that does not require a specific license. Those teachers will be considered qualified in their field of licensure if they have taught in that field for a minimum of five years.

Subd. 4. "Seniority" means continuing contract, qualified teachers commencing with the first day of actual service in the school district and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other similar leave of absences. In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date, and thus have equal seniority, the teacher with the lower license file number as required by the State Department of Education shall be deemed senior.

Subd. 6. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated, by action of the school district and the teacher, without interruption of regular service, shall retain his/her original seniority date.

### Section 3. Unrequested Leaves of Absence:

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

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

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

qualified teacher with less seniority in the same subject matter category as listed in the seniority list.

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

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

#### Section 4. Reinstatement:

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

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

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

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

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

## Section 5. Establishment of Seniority List:

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

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the school district and the order of seniority in

said list shall have fifteen (15) days from the date of posting to supply written documentation, proof and request for seniority change to the school district.

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

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

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

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

Subd. 1. Eligible teachers hired prior to October 1, 1993 shall have the option to select participation in either Plan A or Plan B; however, that selection must have been made by February 1, 1998. Any eligible teacher having failed to make a determination by February 1, 1998 shall automatically remain in the retirement option (Plan A). Subsequent to the February 1, 1998 determination date, employees hired prior to October 1, 1993 may convert from plan A to plan B if a determination is made during

the annual open enrollment period; however, employees may not convert from plan B to plan A. All conversions from plan A to plan B as provided for in this subdivision shall be effective on the September 15th pay period of each year following the open enrollment period.

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

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

## Section 2. Retirement (Plan A):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subd. 7b. The school district will provide, when requested, partial medical-hospitalization premiums for employees retiring after the age of 60 with twenty (20) years membership in TRA, PERA, and/or the coordinated retirement programs, and with less than ten (10) years but more than six (6) years of continuous employment in the district. The district's portion of such premiums shall be paid on a percentage basis calculated by dividing the number of years served and fractions thereof by ten (10). This portion of the premium shall be paid by the district for four (4) years.

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

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

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

Subd. 1. This Section shall apply only to tenured teachers whose service has been full time, as defined in this Agreement and ECFE teachers whose service has been more than three full-time years, as defined in this Agreement.

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

Subd. 1b. A teacher receiving tenure shall be eligible to participate in plan B effective the start of the school year following receipt of tenure. All newly tenured employees shall be eligible to participate in plan B on the September 15th pay period following receipt of tenure, providing the employee has completed all necessary prerequisites for participation.

Subd 1c. An ECFE teacher with three full-time years shall be eligible to participate in Plan B effective the start of the following school year. Such employees shall be eligible to participate in Plan B on the September 15 pay period following the completion of the third full-time year, providing the employee has completed all necessary prerequisites for participation.

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

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

Subd. 4. This matching tax-sheltered annuity program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity up to 2.25% of the employee's basic salary; however, any additional earnings from co-



curricular activities, extended year salary or any other sources of income shall be excluded from eligibility.

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

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

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

Section 4. Group Hospitalization Insurance - (Plan A & Plan B): A teacher who retires pursuant to this Article but does not qualify for school-district-paid contributions pursuant to Section 2, Subd. 7 hereof, shall be eligible to continue participation in the school district group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her early retirement. It is the responsibility of such a teacher to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The teacher's right to continue participation in such group insurance, however, will discontinue upon the teacher reaching the age of Medicare.

Section 5. Tax-Sheltered Annuity Matching Program for Non-Tenured Teachers and ECFE Teachers:

Subd. 1. This section shall apply to any non-tenured teacher whose assignment is full-time as defined in this Agreement. In addition, this section shall also apply to full time ECFE teachers with fewer than three (3) years of full-time employment.

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

Subd. 2. This matching tax-sheltered annuity program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity of up to

2.25% of the employee's basic salary; however, any additional earnings from co-curricular activities, extended year salary or any other sources of income shall be excluded from eligibility.

Subd. 3. The salary reduction program (403b tax-sheltered annuity program) shall be administered on an evenly-distributed formula over each pay period.

Subd. 4. The employee may select any qualified company pre-approved by the State of Minnesota and also pre-approved by the school district.

Subd. 5. The provisions of this section shall be administered in accordance with the district policy for TSA's.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

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

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

Section 3. Definitions and Interpretations:

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

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

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

Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

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

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

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

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

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within thirteen (13) days after its notification of intent to review.

Section 7. 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 8. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein with the approval of the Association:

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

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

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

within the time periods provided herein shall constitute a waiver of the grievance.

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

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

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

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

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

Section 9. Grievance Form: A form that must be used for filing of grievances, provided herein as Attachment D, shall be provided by the school district. Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waivers: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive 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.

## **ARTICLE XV MISCELLANEOUS**

Section 1. Copies of Agreement: Copies of this contract, entitled Agreement between Eden Prairie School District and the Eden Prairie Education Association, shall be printed at the expense of the school district as soon as practicable after the contract is signed and presented to all teachers in the system and to each new teacher. Further, the school district shall furnish fifteen (15) copies of the Agreement to the Association for its use.

Section 2. Tax Sheltered Annuities: Teachers will be eligible to participate in a tax sheltered annuity plan pursuant to United States Public Law No. 87-370, M.S. 123.35, Subd. 12, and school district policy.

Section 3. Physical Examination - New Teacher: The school district may require a new teacher to furnish medical evidence of his/her satisfactory health prior to commencement of service in the school system.

Section 4. Mileage Allowance: The school district shall pay for authorized use of personal cars in connection with school district business. The amount to be paid shall be the maximum allowed by the Internal Revenue Service without requiring the reporting of such reimbursement as income by the employee on his/her Federal tax return.

Section 5. Payroll Deduction: The school district agrees to provide payroll deduction for teachers subject to procedures as established by the school district business office.

Section 6. Individual Contracts: Individual contracts for regularly employed first-year probationary teachers, with the exception of ECFE teachers, issued by the school district shall be in the form as provided in Attachment E. The provisions of the individual teacher contract shall be subject to and not inconsistent with the provisions of this Agreement. As provided by M.S. 122A.26, ECFE teachers do not have continuing contract rights.

Section 7. Notice of Assignment: The school district will provide a teacher notice of tentative assignment prior to June 1 each year. The school district, however, reserves the right to modify such assignments when necessary for the operation of the school district. This Section shall not apply to ECFE teachers.

Section 8. ADA Accommodations:

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

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

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



## **ARTICLE XVI DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2015 through June 30, 2017, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent no later than May 1, 2017.

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

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

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

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

For Eden Prairie Education  
Association  
8025 School Road  
Eden Prairie, MN 55344

For Independent School District  
No. 272  
8100 School Road  
Eden Prairie, MN 55344

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EPEA Negotiator – Brian Strand

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Board Negotiator – Rane Jacobus

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EPEA President – Tom Baker

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Board Negotiator – Dave Espe

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Board Negotiator- Elaine Larabee

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District Negotiator- Thomas May

Ratified by Eden Prairie School Board on September 3, 2015.

**DISTRICT 272 SALARY SCHEDULE A**  
**2015-2016**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/SP</b>	<b>Ph.D</b>
<b>1</b>	38821	41059	43295	45531	47768	50005	52241	54479	56715	58953
<b>2</b>	39367	41603	43840	46077	48314	50551	52788	55024	57261	59497
<b>3</b>	39912	42149	44386	46622	48860	51096	53333	55569	57806	60043
<b>4</b>	40458	42695	44932	47169	49404	51642	53878	56115	58352	60589
<b>5</b>	42095	44332	46568	48806	51041	53279	55515	57752	59988	62226
<b>6</b>	43731	45968	48205	50442	52679	54915	57151	59389	61625	63862
<b>7</b>	45368	47604	49841	52079	54315	56552	58788	61025	63262	65499
<b>8</b>	47004	49241	51478	53715	55952	58189	60424	62662	64898	67135
<b>9</b>	48641	50877	53115	55351	57588	59825	62062	64298	66535	68772
<b>10</b>	50278	52514	54751	56987	59225	61462	63699	65936	68171	70409
<b>11</b>	51915	54150	56388	58624	60861	63099	65335	67572	69809	72045
<b>12-16</b>	54533	56770	59007	61244	70517	72754	74991	77228	79465	81702
<b>17-23</b>	58298	60535	62770	65008	74882	77119	79356	81592	83829	86065
<b>24-31</b>	59225	61462	63699	65936	78593	80829	83065	85302	87539	89775

**DISTRICT 272 SALARY SCHEDULE B**  
**2016-2017**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/ MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/SP</b>	<b>Ph.D</b>
<b>1</b>	39714	42003	44291	46579	48866	51155	53443	55732	58020	60308
<b>2</b>	40272	42560	44848	47137	49426	51713	54002	56290	58578	60866
<b>3</b>	40830	43118	45407	47695	49984	52271	54559	56847	59136	61424
<b>4</b>	41388	43677	45965	48254	50541	52830	55117	57406	59694	61983
<b>5</b>	43063	45352	47639	49928	52215	54504	56791	59080	61368	63657
<b>6</b>	44737	47026	49314	51602	53890	56178	58466	60755	63042	65331
<b>7</b>	46411	48699	50988	53277	55564	57853	60140	62429	64717	67005
<b>8</b>	48085	50373	52662	54951	57239	59527	61814	64103	66391	68680
<b>9</b>	49760	52047	54336	56624	58913	61201	63489	65777	68065	70354
<b>10</b>	51435	53722	56010	58298	60587	62876	65164	67452	69739	72028
<b>11</b>	53109	55396	57685	59972	62261	64550	66838	69127	71414	73702
<b>12-16</b>	55787	58076	60364	62653	72139	74428	76716	79004	81292	83581
<b>17-23</b>	59638	61927	64214	66503	76605	78892	81181	83469	85757	88045
<b>24-31</b>	60587	62876	65164	67452	80400	82688	84976	87263	89552	91840

**Eden Prairie School District 272****SCHEDULE C****CO-CURRICULAR SALARY SCHEDULE**

<b>Coaching Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
Football				
Head Coach	61	6,649	61	6832
H.S. Assistant	44	4,796	44	4928
9 <sup>th</sup> Grade	44	4,796	44	4928
8 <sup>th</sup> Grade Head	26	2834	26	2912
8 <sup>th</sup> Grade	25	2725	25	2800
Soccer				
Head Coach	51	5559	51	5712
Asst. Coach	36	3924	36	4032
9 <sup>th</sup> Grade	36	3924	36	4032
7 <sup>th</sup> -8 <sup>th</sup> Grade Head	23	2507	23	2576
7 <sup>th</sup> -8 <sup>th</sup> Grade	22	2398	22	2464
Cross Country				
Head Coach	46	5014	46	5152
Asst. Coach	33	3597	33	3696
7 <sup>th</sup> -8 <sup>th</sup> Grade Head	20	2180	20	2240
7 <sup>th</sup> -8 <sup>th</sup> Grade	19	2071	19	2128
Volleyball				
Head Coach	51	5559	51	5712
Asst. Coach	36	3924	36	4032
B-Squad Asst.	33,	3597	33	3696
9 <sup>th</sup> Grade	33	3597	33	3696
7 <sup>th</sup> -8 <sup>th</sup> Grade Head	24	2616	24	2688
7 <sup>th</sup> -8 <sup>th</sup> Grade	23	2507	23	2576

<b>Coaching Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
Swimming – Girls				
Head Coach	53	5777	53	5936
Asst. Coach	38	4142	38	4256
Tennis				
Head Coach	38	4142	38	4256
Asst. Coach	26	2834	26	2912
9th Grade	26	2834	26	2912
7th-8 <sup>th</sup> Grade Head	23	2507	23	2576
7th-8 <sup>th</sup> Grade	22	2398	22	2464
Basketball				
Head Coach	61	6649	61	6832
Asst. Coach	44	4796	44	4928
9th Grade	39	4251	39	4368
7th-8 <sup>th</sup> Grade Head	24	2616	24	2688
7th-8 <sup>th</sup> Grade	23	2507	23	2576
Wrestling				
Head Coach	54	5886	54	6048
H.S. Assistant	38	4142	38	4256
7th-8 <sup>th</sup> Grade Head	26	2834	26	2912
7th-8 <sup>th</sup> Grade	25	2725	25	2800
Gymnastics				
Head Coach	56	6104	56	6272
H.S. Asst.	41	4469	41	4592
Hockey				
Head Coach	61	6649	61	6832
Asst. Coach	44	4796	44	4928

<b>Coaching Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
Skiing – Alpine				
Head Coach	44	4796	44	4928
Asst. Coach	29	3161	29	3248
Skiing – Nordic				
Head Coach	46	5014	46	5152
Asst. Coach	33	3597	33	3696
Swimming – Boys				
Head Coach	49	5341	49	5488
Asst. Coach	36	3924	36	4032
Baseball				
Head Coach	48	5232	48	5376
Asst. Coach	34	3706	34	3808
9th Grade	23	2507	23	2576
Softball				
Head Coach	48	5232	48	5376
Asst. Coach	34	3706	34	3808
9th Grade	23	2507	23	2576
7th-8 <sup>th</sup> Grade Head	23	2507	23	2576
7th-8 <sup>th</sup> Grade	22	2398	22	2464
Golf				
Head Coach	38	4142	38	4256
Asst. Coach	20	2180	20	2240
Track and Field				
Head Coach	51	5559	51	5712
Asst. Coach	36	3924	36	4032
7th-8 <sup>th</sup> Grade Head	23	2507	23	2576
7th-8 <sup>th</sup> Grade	22	2398	22	2464
Synchronized Swimming				
Head Coach	44	4796	44	4928
Asst. Coach	33	3597	33	3696

<b>Coaching Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
Badminton				
Head Coach	34	3706	34	3808
Asst. Coach	24	2616	24	2688
Lacrosse				
Head Coach	32	3488	32	3584
Asst. Coach	23	2507	23	2576

### Post-Season Competition

Coaches required to work beyond the regular season will be paid as follows:

- (1) When a team participates beyond the regular season, the head coach and assistant coaches will be paid pro rata of their coaching salary per week for a maximum of three weeks.
- (2) When an individual student(s) competes beyond the regular season, coaches will be paid as follows:

	<u>2015-16</u>	<u>2016-17</u>
Head Coach	\$165.00	\$165.00
Assistant Coach	\$135.00	\$135.00

A coach who meets both criteria will receive the greater of the two amounts, but not both. Post season will begin on the day following the last competition for which all region teams are eligible.

### SPORTS/CLUBS/ADVISORS

Compensation for supervisors or advisors of clubs and classes will be determined annually by mutual consent of all involved and based on number of hours worked, size of activity, and number of supervisors required for the activity.

In those activities requiring more than one supervisor, one person shall be designated as “head supervisor” and receive additional compensation.

Activities will be added or dropped according to the availability of funds and based on interest of students and/or availability of supervisors.

### NON-ATHLETIC ACTIVITIES



<b>Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
<b>DRAMA</b>				
H.S. Musical	109	11881	109	12208
CMS Musical	82	8938	82	8938
H.S. Spring Play				
Director	29	3161	29	3248
Technical Coord.	18	1962	18	2016
H.S. Winter Play				
Director	29	3161	29	3248
Technical Coord.	18	1962	18	2016
H.S. 1-Act Play				
Director(s)	24	2616	24	2688
Technical Coord.	16	1744	16	1792
Spring Showcase	47	5123	47	5264
Director	29	3161	29	3248
Technical Coord.	18	1962	18	2016
Trajectories Director – HS	12	1308	12	1344
CMS Play	35	3815	35	3920
<b>MUSIC</b>				
H.S. Instrumental Music				
Fall Marching Band – all positions	101	11009	101	11312
Pep Band – Head	.8 point per appearance; appearances to be established \$1649.85 annually			
Jazz Band – Head	16	1744	16	1792
Jazz Band – Asst.	10	1090	10	1120
Band Director – Head	16	1744	16	1792
Band Director - Asst.	14	1526	14	1568
Percussion Ensemble - Head	17	1853	17	1904
Percussion Ensemble - Asst.	13	1417	13	1456
Summer Marching Band –	108	11772	108	12096

<b>Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
All Positions				
Winter Colorguard - Head	18	1962	18	2016
Winter Colorguard - Asst.	14	1526	14	1568
High School Vocal Music				
Chamber Choir Director	20	2180	20	2240
Female Ensembles	4	436	4	448
Male Ensembles	4	436	4	448
Carolers Director	6	654	6	672
Choral (Choir) Director	12	1308	12	1344
Choral (Choir) Director - Asst.	10	1090	10	1120
Chamber Winds Director	12	1308	12	1344
Chamber Orchestra Director	14	1526	14	1568
Orchestra Director	16	1744	16	1792
Music Listening Director	8	872	8	896
Middle School Music Ensembles	8	872	8	896
Elementary School Music				
4th -6 <sup>th</sup> Grade Choir	7	763	7	784
Concerts and performances shall be compensated at the rate of .45 point per performance.				
STUDENT PUBLICATIONS				
High School				
Annual	43	4687	43	4816
Eyrie	26	2834	26	2912
Art & Literary Sec.	5	545	5	560
Central Middle School				
Memory Book	18	1962	18	2016
OTHER ACTIVITIES				
Elementary Student Council	7	763	7	784
Elementary School Patrol	3	327	3	336
Elementary Memory Book	9	981	9	1008
DECA	29	3161	29	3248

<b>Position</b>	<b>2015-16 Points</b>	<b>2015-16 Salary at \$109.00 Points</b>	<b>2016-17 Points</b>	<b>2016-17 Salary at \$112.00 Points</b>
Business Professional Club – HS	28	3052	28	3136
Math Club – HS	20	2180	20	2240
Cheerleading – HS				
Head Coach – Fall	26	2834	26	2912
Assistant Coach – Fall	19	2071	19	2128
Head Coach – Winter	29	3161	29	3248
Assistant Coach – Winter	22	2398	22	2464
Dance Team– HS				
Head Coach – Winter	59	6431	59	6608
Assistant Coach – Winter	44	4796	44	4928
Equipment Manager	59	6431	59	6608
Other non-point co-curricular activities, such as bus chaperones, ticket sales and receipts, general supervision and intramurals	\$15.95/hour for varsity events		\$16.31/ hour for varsity events	

**SCHEDULE D**

**GRIEVANCE REPORT FORM**  
Independent School District 272  
Eden Prairie, MN

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

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

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

Statement of Facts: \_\_\_\_\_

Specific Provisions of Agreement Allegedly Violated: \_\_\_\_\_

Particular Relief Sought: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Union Representative

Copies to:

Superintendent  
Executive Director of Human Resources  
Principal  
Exclusive Representative

Memorandum of Understanding 2015-2017

**Online Teaching**

If a decision by the district is to move forward with online teaching during the 2016-2017 school year, a collaborative team will be formed during the 2015-2017 school year to explore online teaching. If a decision by the district is to move forward with online teaching during the 2017-2018 school year, a collaborative team will be formed during the 2016-2017 school year to explore online teaching. The committee shall have equal representation of teachers and district personnel.

This Memorandum of Agreement will sunset on June 30, 2017.

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

EPEA Representative

Eden Prairie Independent School  
District No. 272

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EPEA Negotiator – Brian Strand

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Board Negotiator – Rane Jacobus

---

Board Negotiator – Dave Espe

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Board Negotiator- Elaine Larabee

---

District Negotiator- Thomas May

Date Ratified by School Board: September 3, 2015

Memorandum of Understanding 2015-2017  
**Special Education Workload**

A joint committee shall be formed during the 2015-2016 school year to review policies and practices related to the delivery of Special Education services in the District and resolve issues of concern to both parties. The committee shall consist of an equal number of members appointed by the President of the EPEA and the Superintendent or superintendent's designee. Topics that the committee may address include, but are not limited to:

- Workloads
- Paperwork reduction, duplication, data collection, and information management
- Support for IEP due process requirements
- Facilities and working conditions
- Professional development
- Preparation time
- Student Programming

This Memorandum of Agreement will sunset on June 30, 2017.

---

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

EPEA Representative

Eden Prairie Independent School  
District No. 272

---

EPEA Negotiator – Brian Strand

---

Board Negotiator – Ranee Jacobus

---

Board Negotiator – Dave Espe

---

Board Negotiator- Elaine Larabee

---

District Negotiator- Thomas May

Date Ratified by School Board: September 3, 2015

Memorandum of Understanding for 2015-2017  
**Early Childhood Special Education Stretch Calendar**

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

1. Effective for the 2015-2017 school years, the School District and the Association agree to a Stretch Calendar for all new hires for the birth to three program for the Early Childhood Special Education Program (hereinafter referred to as “ECSE”) for the 2015-2017 school year.

For the purpose of this memorandum, a “stretch calendar” is defined as a school year calendar from July 1 to June 30 of a given year. This will include keeping the total contract days at the number set in the EPEA Master Agreement (185 days) plus 5 additional pro-rata days of pay for a total of 190 days.

2. Effective for the 2015-2017 school year, the School District and the Association agree that all current birth to three ECSE teachers hired on or after July 1, 2008 will work under the stretch calendar for the 2015-2017 school year. Each school year, 2015-16 and 2016-17, teachers hired prior to July 1, 2008 will be given an option of working the stretch calendar or the calendar as defined in the EPEA Master Agreement. This option will be in place for teachers hired prior to July 1, 2008, for the 2015-17 school years.

The Association and the ECSE administration will jointly meet with each ECSE birth- to-three ECSE teacher who will be on a stretch calendar to set a mutually agreed upon stretch calendar for the 2015-2016 and 2016-2017 school year. These meetings will take place prior to the transfer process being conducted.

3. For all ECSE teachers hired prior to July 1, 2008, and who are choosing the option of not electing to participate in the stretch calendar will work the District 185-day calendar defined in the EPEA Master Agreement (185 days). The Association and the ECSE administration will meet jointly with each teacher who is less than full time to set a mutually agreed upon calendar for the 2015-2016 and 2016-2017 school years. These meetings will take place prior to the transfer process being conducted.

4. The Association and the District will review this agreement on an annual basis for the purpose of evaluating the implementation of the stretch calendar. During the annual review of this MOU, the Association and the District will assess the program with the intent to refine and continue the stretch calendar for the ECSE birth-to-three teachers hired after July 1, 2008, and a choice given to the ECSE birth-to-three teachers hired prior to July 1, 2008 between the stretch calendar or the calendar defined in the EPEA Master Agreement.

This Memorandum of Agreement will sunset on June 30, 2017.

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

EPEA Representative

Eden Prairie Independent School  
District No. 272

---

EPEA Negotiator – Brian Strand

---

Board Negotiator – Ranee Jacobus

---

Board Negotiator – Dave Espe

---

Board Negotiator- Elaine Larabee

---

District Negotiator- Thomas May

Date Ratified by School Board: September 3, 2015



Memorandum of Understanding 2015-2016  
**Early Retirement Incentive**

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

1. Retirement Incentive. The collective bargaining agreement between the parties contains a retirement provision in Article XIII. 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 a one-time additional benefit incentive to allow employees to retire during a period pursuant to the provisions of this Memorandum of Understanding.
- b. Improve the School District’s financial status.
- c. Protect jobs and provide greater teacher job stability.
- d. Improve site staffing stability.

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

a. Teachers wishing to participate must submit an irrevocable resignation, effective at the conclusion of the 2015-16 school year in writing to the Executive Director of Human Resources, not later than the close of the business day on February 3, 2016 at 5:00 p.m. This Memorandum of Understanding shall have no force or effect for any teacher who does not submit a resignation within this time period. After this date, retirement eligibility and benefits shall be as set forth only in Article XIII of the teacher’s collective bargaining agreement.

b. The teacher must have completed at least ten (10) years of full-time continuous service with the school district and be at least fifty-five (55) years of age.

c. “Full time” shall be defined as those teachers who are employed 20 or more hours per week and a minimum of one semester or two quarters of actual teaching days on a regularly contracted assignment during the past ten (10) years of continuous employment with the School District.

d. “Continuous service”, for purposes of this Memorandum of Understanding, shall be defined as continuous years employed in the Eden Prairie School District as a teacher. 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 XIII:

a. An eligible Plan A teacher submitting a resignation pursuant to the provision of this Memorandum of Understanding shall have \$10,000 (based on a teacher's annual FTE of 1.0 equaling \$10,000) placed in the teacher's VEBA account on June 30, 2021 (five years after the retirement year).

b. If the Plan A teacher dies after retirement, but before the \$10,000 has been disbursed, the balance due shall be paid within two months to a named beneficiary, or lacking same, to the deceased's estate.

c. Eligible Plan A teachers retiring pursuant to this Memorandum of Understanding may choose to either continue as a member of the medical insurance group until eligible for Medicare with the same premium benefits as a full-time employee (Article XIII, Section 2, Subd. 7) or in lieu of medical insurance, the teacher may elect to receive the district single insurance contribution \$636.00 per month in a VEBA account until eligible for Medicare.

d. Eligible Plan B teachers retiring pursuant to this Memorandum of Understanding shall receive \$10,000 (based on a teacher's annual FTE of 1.0 equaling \$10,000). This amount will be placed in the teacher's VEBA account no later than June 30, 2016.

This Memorandum of Understanding will sunset on June 30, 2016.

---

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

EPEA Representative

Eden Prairie Independent School  
District No. 272

---

EPEA Negotiator – Brian Strand

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Board Negotiator – Ranee Jacobus

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Board Negotiator – Dave Espe

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Board Negotiator- Elaine Larabee

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District Negotiator- Thomas May

Date Ratified by School Board: September 3, 2015

Memorandum of Understanding 2015-2017  
**Personal Leave of Absence**

For the 2015-2016 and 2016-2017 school years, teachers may elect to be paid for any accumulated personal days at the rate of \$125.00 per day (or \$62.50 per half personal day). Teachers must notify the Human Resources office by May 15th to request reimbursement for the accumulated personal days. Payments of personal days will be paid on the June 15th paycheck. For each paid personal day, the teacher's personal leave accumulation will be reduced by one day (or by half day for each paid half personal day).

This Memorandum of Understanding will sunset on June 30, 2017.

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

EPEA Representative

Eden Prairie Independent School  
District No. 272

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EPEA Negotiator – Brian Strand

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Board Negotiator – Ranee Jacobus

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Board Negotiator – Dave Espe

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Board Negotiator- Elaine Larabee

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District Negotiator- Thomas May

Date Ratified by School Board: September 3, 2015