2015-17 MASTER AGREEMENT

Between

ISD #581

and

EDGERTON EDUCATION ASSOCIATION

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ARTICLE I

Parties

Section 1. THIS AGREEMENT, entered into between the Board of Education of Independent School District No. 581, Edgerton, Minnesota, hereinafter referred to the School District or District and the Edgerton Education Association hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the PELRA of 1971, <u>as amended</u>, provides the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

Recognition of Exclusive Representative

- Section 1. In accordance with the PELRA of 1971, the school board recognizes the Edgerton Education Association as the exclusive representative of teachers employed by the school board of Independent School District No. 581, which exclusive representative, shall have those rights and duties as prescribed by the PELRA of 1971, <u>as amended</u>, and as described in the provisions of this agreement.
- <u>Section 2.</u> Appropriate Unit: The exclusive representative shall represent all the teachers of the district as defined in this agreement and in said Act.

ARTICLE III

Definitions

- <u>Section 1. Terms and conditions of employment</u>: shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school district.
- <u>Section 2. Teacher</u>: shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State Board of Education; but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

Section 3. School District: shall mean school board or its designated representative.

- Section 4. Years of Service: shall mean the number of years an employee has taught in the Edgerton Public School District. Steps are separate from years of service and seniority is based off years of service, not steps.
- Section 5. Other terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA of 1971, as amended.

ARTICLE IV

School District Rights

- <u>Section 1. Inherent Managerial Rights</u>: The exclusive representative 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 of 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.
- <u>Section 2. Management Responsibilities</u>: The exclusive representative 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 exclusive representative recognizes that all employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, and valid rules, regulations and orders of State and Federal governmental agencies. 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.

<u>Section 4. Reservation of Managerial Rights</u>: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school board.

ARTICLE V

Teacher Rights

- Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his 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 designated to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his will.
- <u>Section 2. Right to Join</u>: 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. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the school board of such unit.

<u>Section 3.</u> Request for Dues Check Off: Teachers shall have the rights 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 rights to dues check off pursuant to 179.64 to 179.75 of the PELRA of 1971, <u>as amended</u>. 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 during the period provided in said authorization.

ARTICLE VI

Basic Schedules and Rates of Pay

- Section 1. 2015-2016 and 2016-2017 Salary Schedules: The wages and salaries reflected in Schedule A, attached hereto, and shall be a part of the Agreement for the 2015-2016 and 2016-2017 school years.
- <u>Section 2.</u> Status of Salary Schedule: The salary schedules are not to be construed as a part of the teacher's continuing contract and the school board reserves the right to withhold increment advancement, lane changes, or any other salary increase as the school board shall determine based upon just cause recommendations of administrative staff. The school board shall give written notice and the reason for such action. Such notice shall be received by the teacher prior to legal resignation day of the school year preceding the year the withholding action is to take place.
- <u>Section 3.</u> Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

- <u>Subd. 1. Germane</u>: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the school board.
- <u>Subd. 2. Grade and Credits</u>: To apply on the salary schedule, all credits beyond the bachelor degree must be graduate credits or undergraduate if in teaching field and carry a grade equivalent of C or higher.
- <u>Subd. 3. Prior Approval</u>: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent in writing prior to the taking of the course.
- <u>Subd. 4. Effective Date</u>: Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year, providing a transcript of qualified credits or verification from course instructor is submitted to the superintendent's office no later than September 15. Transcripts submitted after said date, though otherwise qualifying, shall not be considered until the following year. A teacher shall not advance more than one lane progression in any one year.
- <u>Subd. 5. Advanced Degree Program</u>: A teacher shall be paid on the master's degree lane or equivalent only if the degree program is germane to the teaching assignment as approved by the school board and the degree program is approved in writing by the superintendent in advance.
- <u>Subd. 6. Payment of Present Salary</u>: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher salary

schedule placement already recognized and actually being paid for the 2015-2016 and 2016-2017 school years.

- <u>Subd. 7. Prior Experience</u>: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule and up to 5 years of experience will be credited.
- Section 4. Additional Activities: In addition to the basic school day, teachers who participate in extra-curricular, co-curricular, and supervisory activities shall be paid according to Schedule B of the Master Contract.
- <u>Section 5. Extra Compensation</u>: Mileage shall be paid at the annual rate set by the school board for school approved functions at the discretion of the superintendent.
- Section 6. Staff Development: Staff Development/Extra Duty: Certified staff attending workshops, and meetings, or assigned an extra duty will be reimbursed at a rate of \$32.50 per hour beyond the normal contract day and \$32.50 per hour up to \$175.00 for non-school days for this contract. All workshops and extra duty assignments must have administrative approval in advance.

ARTICLE VII

Group Insurance or Cash-in-Lieu Option

Group Health Insurance or Cash-in-Lieu must meet the guidelines of the Affordable Health Care Act (AHCA) in such a manner as to avoid federal penalties.

Subd. 1. Health Insurance or Cash-Out: In the 2016-2017 contract year, the school board will contribute \$6400 to full-time teachers in the form of "Flex Cash" as defined in the Edgerton Public School Flexible Benefits Plan. In the 2015-2016 contract year, the school board will contribute \$7500 to full-time teachers in the form of "Flex Cash" as defined in the Edgerton Public School Flexible Benefits Plan. Teachers may elect to apply Flex Cash towards group health insurance premiums for single or family coverage under the Edgerton School Group Medical-Health Insurance Program, or for other benefits subject to the terms of the Flexible Benefits Plan. Teachers may also elect to receive Flex Cash as taxable cash compensation. Amounts that teachers elect to receive as taxable cash compensation shall be treated as a taxable fringe benefit, subject to state and federal income and employment tax withholding, and paid to teachers while employed in equal installments over payroll periods during the applicable contract year. Part-time teachers shall receive Flex Cash on a prorated basis determined by multiplying the contributions described above by their percentage FTE status for purposes of determining Staff lane and Step Placement.

Any excess dollars above the cost of the insurance the employee will have the opportunity to apply that amount to an HSA as long as it is \$50 or more.

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- <u>Subd. 2. Income Disability Insurance</u>: Each teacher shall receive up to \$200 (two hundred) to be applied to income disability insurance. Insurance coverage is applicable to the Edgerton School Group Disability Insurance Program.
- <u>Subd. 3.</u> Insurance Refund: Any subsequent insurance premium refunds will be distributed to the paying parties at the same ratio as that portion of the premium paid.

ARTICLE VIII

Leaves of Absence

Section 1. Sick Leave:

- <u>Subd. 1</u>: All full-time teachers shall earn sick leave at the rate of 13 days for each year of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Part time teachers shall earn sick leave on a prorated basis.
- <u>Subd. 2</u>: Unused sick leave days may accumulate to a maximum credit of 90 days of sick leave per teacher.
- <u>Subd. 3</u>: Sick leave with pay shall be allowed by the school board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. Sick leave may be used for the care of a dependent child, spouse. In addition, up to 160 hours of accumulated sick leave may also be used as defined by MN Stat. § 181.9413 for immediate family. If an extended leave is needed for family medical reasons the teacher may request an <u>unpaid leave of absence</u> under the Family Medical Leave Act.

- <u>Subd. 4</u>: The school board may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
- <u>Subd. 5</u>: In the event that medical certificates will be required, the teacher will be so advised.
- <u>Subd. 6</u>: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.
- <u>Subd. 7</u>: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Section 2 Personal Leave:

- <u>Subd. 1</u>: A teacher shall be granted two (2) days of personal leave per year. (Prorated to percent of employment.)
- <u>Subd. 2</u>: A teacher may, from year-to-year, carry over and accumulate up to a maximum of five (5) days of personal leave. A teacher may request compensation of \$125 per day for up to two (2) unused personal days if they are at the maximum of five (5) personal days or one (1) unused personal day if they are at four (4) personal days. If a teacher is at three (3) unused personal days or less, they may not sell any back for compensation. The request for payment needs to be made by the last day of the school year.
- <u>Subd. 3</u>: If a teacher has used up their paid personal leave days, up to three (3) days of unpaid leave may be granted for emergencies and other related situations. Unpaid leave, for emergencies and other related situations may be extended without pay at the discretion of Administration or the school Board.

- <u>Subd. 4</u>: No more than three (3) teachers per day may be granted personal leave. All leave is subject to administrative approval and will be granted on a first come first served basis. : A teacher planning to use personal leave or unpaid leave shall notify the Principal in writing at least five (5) business or school days in advance, except in cases of emergency.
- <u>Subd 5</u>: Requests for <u>unpaid</u> leaves <u>will not</u> be approved for vacations or other similar requests.
- Section 3. Funeral Leave or Bereavement Leave: A teacher may be granted bereavement leave of no more than five days per incident, non-accumulative, for a funeral of a (spouse, child, step child, mother, father, grandparent, sister, brother, and in-laws of the same relationship). Days will be deducted from sick leave.
- Section 4. Child Care Leave:
 - <u>Subd. 1</u>: A child care leave may be granted by the school district, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.
 - <u>Subd. 2</u>: A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.
 - <u>Subd. 3</u>: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also

provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

- <u>Subd. 4</u>: The school district, by mutual consent, may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coinciding with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the school district in the granting of a child care leave or the duration thereof.
- <u>Subd. 5</u>: In making a determination concerning the commencement and duration of a child care leave, the school board shall not, in any event, be required to:
 - 1. Grant any leave more than twelve (12) months in duration.
 - 2. Permit the teacher to return to his or her employment prior to the date designed in the request for child care leave.
- <u>Subd. 6</u>: A teacher returning from child care leave shall be reemployed in a position which he or she is licensed unless previously discharged or placed on unrequested leave.
- <u>Subd. 7</u>: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.
- <u>Subd. 8</u>: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time

accumulated under the provisions of this agreement at their commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

<u>Subd. 9</u>: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Subd. 10: Leave under this section shall be without pay or fringe benefits.

ARTICLE IX

Incentive Retirement, Severance Pay and 403(b)

- <u>Section 1.</u> Severance Pay: The school board and exclusive representation agree that all certified staff persons employed by the Edgerton School District prior to 1988 and have twenty continuous years of service in will have earned \$5,000 (five thousand) in severance pay from the Edgerton School District at the time when application for retirement is made.
- Section 2. Incentive Retirement Pay: The school board and exclusive representation agree that all certified staff persons employed by the Edgerton School District prior to 1988 and have twenty continuous years of service in will receive at the time when application for retirement is made an amount equal to \$150 (one hundred fifty) times the number of years of full time continuous service to the school district. Teachers may have their future

severance and incentive retirement pay contributed (refer to section 6) to the school district's matching deferred annuity 403(b) program.

- <u>Section 3. Payment</u>: Payment shall be made in one payment. If a teacher dies before all of the retirement/severance pay has been disbursed, that balance shall be paid to a named beneficiary or, lacking same, to the deceased's estate.
- <u>Section 4:</u> Starting September 1, 2000, the board shall match each teacher's contributions per year up to the amounts listed in section 6 to a qualified 403(b) Tax Deferred Annuity contract/s. The board shall reduce the severance and retirement incentive pay amount that the teacher may qualify to claim in sections 1-3 of this article by the amount the district has contributed to the 403(b) Tax Deferred Annuity contract/s used by the teacher for the match program. If the board's contribution is less than the severance and retirement incentive amount for which the teacher qualifies at retirement, the difference will be paid as severance/retirement incentive.
- <u>Section 5:</u> Teachers hired after 1988 will no longer be eligible for severance pay or incentive retirement pay.
- <u>Section 6:</u> Any teacher that has completed four years of service to the Edgerton School District shall be eligible for participation in the school district's 403(b) program. The school district will match up to \$75 (seventy-five) per month or \$900 (nine hundred) per year. Part time teachers will be pro-rated according to their teaching contracts. The maximum school district contribution per individual teacher shall be \$20,000 (twenty thousand). The school district will contribute to only one state approved vendor as a part of the district 403(b) program

ARTICLE X

- <u>Section 1. Basic Day</u>: The basic teacher's day, exclusive of lunch, shall be one-half hour before classes begin and fifteen minutes after classes end.
- <u>Section 2. Building Hours</u>: The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the school board.

ARTICLE XI

Length of the School Year

- Section 1. Teacher Duty Days: Pursuant to M.S. 126-12, the school board shall, prior to April 1 of each school year, establish a calendar of contract duty days for the next school 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. For the 2015-2016 school-year the contracted duty days for teachers shall be 181. For the 2016-2017 school-year and thereafter, the contracted duty days for teachers shall be 181, unless mutually altered in subsequent agreements.
- <u>Section 2. Emergency Closings</u>: In the event of a student day or teacher duty day lost for an emergency, the teacher shall perform duties another day in lieu thereof as the school board or its designated representative shall determine, if any.

ARTICLE XII

Grievance Procedure

- Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the school board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.
- <u>Section 2.</u> Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.
- Section 3. Definitions and Interpretations:
 - <u>Subd. 1. Extension</u>: Time limits specified in this Agreement may be extended by mutual agreement.
 - <u>Subd. 2. Days</u>: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week-days not designated as holidays by state law.
 - <u>Subd. 3.</u> Computation of time: In computing any period of time prescribed or allowed by procedures herein, the day 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.
 - <u>Subd. 4. Filing and Postmark</u>: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail 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 board's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within <u>twenty days</u> after the date the event giving rise to the grievance occurred. 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 periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school board's designee.
- <u>Section 5.</u> Adjustment of Grievance: The school board and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:
 - <u>Subd. 1. Level I</u>: If the grievance is not resolved through informal discussions, the school board designee shall give a written decision on the grievance to the parties involved within ten days after a receipt of the written grievance.
 - <u>Subd. 2. Level II</u>: 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 <u>five days</u> after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time and meet regarding the grievance within <u>fifteen days</u> after receipt of the appeal. Within <u>ten days</u> after the meeting, the superintendent or his designee shall issue a decision in writing to the parties involved.
 - <u>Subd. 3. Level III</u>: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing

within <u>five days</u> after receipt of the decision in Level II: If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within <u>twenty days</u> after receipt of the appeal. Within <u>twenty days</u> after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the 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.

- <u>Section 6.</u> School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of the intention to review within <u>ten days</u> after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decisions.
- <u>Section 7. Denial of Grievance</u>: 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 teacher may appeal it to the next level.
- <u>Section 8. Arbitration Procedures</u>: In the event that the teacher and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
 - <u>Subd. 1. Request</u>: 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 with <u>ten days</u> following the decision in Level III of the grievance procedure.

- <u>Subd. 2. Prior Procedure Required</u>: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- <u>Subd. 3. Selection of Arbitrator</u>: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within <u>ten days</u> after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within <u>twenty days</u> after the request for arbitration. The request shall ask that the appointment be made within <u>thirty days</u> after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within <u>five days</u> after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance with the following include:
 - 1) The issues involved
 - 2) Statement of the facts
 - 3) Position of the grievant
 - The written documents relating to Section 3, Article XII of the grievance procedure.
- b) The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

- <u>Subd. 5. Hearing</u>: 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 denovo.
- <u>Subd. 6.</u> Decisions: The decision by the arbitrator shall be rendered within <u>thirty days</u> 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 the arbitration decisions as provided by and in the PELRA of 1971, as amended.
- <u>Subd. 7. Expenses</u>: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.
- <u>Subd. 8.</u> Jurisdiction: The arbitrator shall have the 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 the 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 or 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 operations.

ARTICLE XIII

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 there after until modifications are made pursuant to the PELRA of 1971, as amended. If either party desire 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. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.
- Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the teachers of the 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.
- <u>Section 3. Finality</u>: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

EDUCATION MINNESOTA EDGERTON

IND. SCHOOL DISTRICT NO. 581

President	Chair
Negotiator	Clerk
Dated this day of January, 2016	Dated this day of January, 2016

2015-2016 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	МА	MA+10
(1)	36,950	37,550	38,150	38,750	39,350	39,950	40,550
(2)	37,725	38,325	38,925	39,525	40,125	40,725	41,325
(3)	38,500	39,100	39,700	40,300	40,900	41,500	42,100
(4)	39,275	39,875	40,475	41,075	41,675	42,275	42,875
(5)	40,050	40,650	41,250	41,850	42,450	43,050	43,650
(6)	40,825	41,425	42,025	42,625	43,225	43,825	44,425
(7)	41,600	42,200	42,800	43,400	44,000	44,600	45,200
(8)	42,375	42,975	43,575	44,175	44,775	45,375	45,975
(9)	43,150	43,750	44,350	44,950	45,550	46,150	46,750
(10)	43,925	44,525	45,125	45,725	46,325	46,925	47,525
(11)	44,700	45,300	45,900	46,500	47,100	47,700	48,300
(12)	45,475	46,075	46,675	47,275	47,875	48,475	49,075
(13)	46,250	46,850	47,450	48,050	48,650	49,250	49,850
(14)	47,025	47,625	48,225	48,825	49,425	50,025	50,625
(15)	47,800	48,400	49,000	49,600	50,200	50,800	51,400
(16)	48,575	49,175	49,775	50,375	50,975	51,575	52,175
(17)	49,350	49,950	50,550	51,150	51,750	52,350	52,950
(18)	50,125	50,725	51,325	51,925	52,525	53,125	53,725
(19)	50,900	51,500	52,100	52,700	53,300	53,900	54,500
(20)	51,675	52,275	52,875	53,475	54,075	54,675	55,275
(21)	52,450	53,050	53,650	54,250	54,850	55,450	56,050
(22)	53,225	53,825	54,425	55,025	55,625	56,225	56,825
(23)	54,000	54,600	55,200	55,800	56,400	57,000	57,600
(24)	54,775	55,375	55,975	56,575	57,175	57,775	58,375
(25)	55,550	56,150	56,750	57,350	57,950	58,550	59,150
(26)	56,325	56,925	57,525	58,125	58,725	59,125	59,925
(27)	57,100	57,700	58,300	58,900	59,500	59,900	60,700
(28)	57,875	58,475	59,075	59,675	60,275	60,675	61,475
(29)	58,650	59,250	59,850	60,450	61,050	61,450	62,250
(30)	59,425	60,025	60,625	61,225	61,825	62,225	63,025

2016-2017 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10
(1)	38,025	38,625	39,225	39,825	40,425	41,025	41,625
(2)	38,800	39,400	40,000	40,600	41,200	41,800	42,400
(3)	39,575	40,175	40,775	41,375	41,975	42,575	43,175
(4)	40,350	40,950	41,550	42,150	42,750	43,350	43,950
(5)	41,125	41,725	42,325	42,925	43,525	44,125	44,725
(6)	41,900	42,500	43,100	43,700	44,300	44,900	45,500
(7)	42,675	43,275	43,875	44,475	45,075	45,675	46,275
(8)	43,450	44,050	44,650	45,250	45,850	46,450	47,050
(9)	44,225	44,825	45,425	46,025	46,625	47,225	47,825
(10)	45,000	45,600	46,200	46,800	47,400	48,000	48,600
(11)	45,775	46,375	46,975	47,575	48,175	48,775	49,375
(12)	46,550	47,150	47,750	48,350	48,950	49,550	50,150
(13)	47,325	47,925	48,525	49,125	49,725	50,325	50,925
(14)	48,100	48,700	49,300	49,900	50,500	51,100	51,700
(15)	48,875	49,475	50,075	50,675	51,275	51,875	52,475
(16)	49,650	50,250	50,850	51,450	52,050	52,650	53,250
(17)	50,425	51,025	51,625	52,225	52,825	53,425	54,025
(18)	51,200	51,800	52,400	53,000	53,600	54,200	54,800
(19)	51,975	52,575	53,175	53,775	54,375	54,975	55,575
(20)	52,750	53,350	53,950	54,550	55,150	55,750	56,350
(21)	53,525	54,125	54,725	55,325	55,925	56,525	57,125
(22)	54,300	54,900	55,500	56,100	56,700	57,300	57,900
(23)	55,075	55,675	56,275	56,875	57,475	58,075	58,675
(24)	55,850	56,450	57,050	57,650	58,250	58,850	59,450
(25)	56,625	57,225	57,825	58,425	59,025	59,625	60,225
(26)	57,400	58,000	58,600	59,200	59,800	60,200	61,000
(27)	58,175	58,775	59,375	59,975	60,575	60,975	61,775
(28)	58,950	59,550	60,150	60,750	61,350	61,750	62,550
(29)	59,725	60,325	60,925	61,525	62,125	62,525	63,325
(30)	60,500	61,100	61,700	62,300	62,900	63,300	64,100

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