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AGREEMENT

ARTICLE I

PURPOSE

THIS AGREEMENT, entered into between the school board of Independent School District No. 857, Lewiston, Minnesota, hereinafter referred to as the school district, and the Lewiston Education Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and its amendments, hereinafter referred to as the P.E.L.R.A. of 1971, 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 the P.E.L.R.A. of 1971, the school district recognizes the Lewiston Education Association as the exclusive representative of all teachers whether under contract, on leave, or a member of the appropriate unit employed by the school board of Independent School District No. 857, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The school district agrees not to negotiate with or recognize any teachers' organization other than the

Association, so long as the Association is the duly authorized, exclusive representative of the teachers of School District No. 857.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. The term in both cases is subject to the provisions of Section 179.66 of P. E. L. R. A. of 1971, regarding the right of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" shall mean any person employed by the school board in a position for which that person must be certificated by the State Board of Education, but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, and emergency employees.

Section 3. School District: For the purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P. E. L. R. A. of 1971.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the school district in conformity with the provisions of this Agreement.

Section 2. Management Responsibilities: 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 district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives, and orders issued by properly

designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the school district and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the school board; insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void.

Section 4. Reservation of Managerial Rights: 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 district.

ARTICLE V

TEACHERS' RIGHTS

Section 1. Association Security:

Subd. 1. Any teacher who is a member of the Association, or who

has applied for membership, may sign and deliver to the school district an assignment authorizing deduction of membership dues in the Association, including the Minnesota Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

Pursuant to such authorization, the school district shall deduct one-twentieth of such dues from both regular salary checks of the teacher each month for ten months, beginning in September and ending in June of each year. Deduction for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Subd. 2. Upon request of the exclusive representative, the school district shall deduct a fair share fee, as determined by the Association, from the pay of any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties.

Subd. 3. Upon thirty (30) days notice in writing to the payroll officer of the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the school district will deduct such fair share fee in the installments from such employee's pay check each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any teacher subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will thereafter be made. In no instance shall the required contribution exceed a prorata share of the specific expenses incurred for services

rendered by the representative in relationship to negotiations and administration of grievance procedures.

Subd. 4. With respect to all sums deducted by the school district whether for membership dues or fair share fee, the school district shall remit to the exclusive representative within ten (10) calendar days, the total amount deducted. The school board shall provide annually a list of teachers for whom such deductions have been made. The exclusive representative agrees to advise the school district of all members of the exclusive representative in good standing and to furnish information needed to the school board to fulfill the provisions of this Article, and not otherwise available to the school district.

Subd. 5. The school district agrees to furnish to the exclusive representative upon request, all information concerning Unfair Practices Section 179.68 of P.E.L.R.A. of 1971.

Section 2. Right to Join: Pursuant to the Minnesota P.E.L.R.A. of 1971, the school district hereby agrees that every teacher employed by the school board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Minnesota, the school board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Minnesota or the Constitution of Minnesota and the United States; that it will not discriminate

against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective negotiations with the school district, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section 3. Credit Union: Upon receipt of signed authorization from teachers requesting such service, the district agrees to deduct a fixed amount from each check as payment to the Minnesota Education Association Credit Union.

Section 4. Mutual Funds: Upon receipt of signed authorization, the school district agrees to deduct from teachers' salaries, payments to Mutual Fund Investment Companies or Corporations as designated by the teacher or teachers involved.

Section 5. Fair Practices:

Subd. 1. The teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the school district so long as a teacher does not attempt to subvert the political or moral values of the students of the district or interfere with performance of teaching duties.

Subd. 2. The teachers shall be guaranteed the right to be active politically except during hours of employment. Political rights shall include: registering, voting, political party participation, political issue discussion, campaigning for issues, and/or serving in elected offices which are not incompatible with current employment.

Subd. 3. The provisions of the Agreement shall be applied equitably to all members of the unit without regard to race, creed, religion, color, national origin, age, sex, marital status, or place of residence.

Section 6. Personnel Files:

Subd. 1. Each teacher shall have the right, upon written request, to review the contents of his own personnel file. This file will be made available within twenty-four (24) hours, excluding holidays and week-ends, of the request. A representative of the exclusive representative may, at the teacher's request, accompany the teacher in this review.

Subd. 2. No material may be placed therein without allowing the teacher an opportunity to file his response thereto, and said response shall become a part of said file in accordance with the procedure of M. S. 1965, 124.12, subdivision 6, as amended.

Subd. 3. The teacher shall have the right to request a reproduction of any of the contents of the file at the teacher's expense.

Section 7. Teacher Evaluation:

Subd. 1. Whenever possible, all monitoring or observation of the work performance of a teacher will be conducted openly. Teachers will be given a copy of any class visit or evaluation report prepared by their superiors at least one (1) day before the conference to discuss it. No such report shall be submitted to central administration, placed in the teacher's files, or otherwise acted upon without a prior conference with the teacher.

Subd. 2. Non-tenured teachers will be observed at least three (3) times each year by an appropriate supervisor. Two (2) of these observations should be announced.

Subd. 3. Each teacher may have additional observations upon request.

Subd. 4. Any evaluation derogatory to a teacher's conduct, service, character, or personality will not be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such materials by affixing his signature, and this in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent and attached to the file copy.

Subd. 5. Before submission to the school board, the principal shall present to each teacher his complete evaluation. The teacher may answer in writing any part or parts of the evaluation. This statement will be presented to the school board along with the principal's evaluation and shall be added to the teacher's personnel file.

Section 8. Placement on Agenda: The board shall place on the agenda of each school board meeting as an item for consideration under "new business" any matters brought to its attention by the exclusive representative so long as those matters are made known to the superintendent's office prior to that subsequent school board meeting.

Section 9. Use of Buildings: The exclusive representative and its representatives shall have the right to use school buildings for meetings, provided that when special custodial service is required, the school district may make a reasonable charge therefore. No charge shall be made for use

of school rooms during the hours between 7:00 a.m. and 8:30 p.m. during the school day.

Section 10. Other Rights: Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the existing laws and regulations. The rights granted to teachers herewith shall be deemed to be in addition to those provided by such laws and regulations.

Section 11. Agreement Copies: There shall be three (3) signed copies of the final contract for the purpose of record: one retained by the school district, one by the exclusive representative, and one by the superintendent.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. 1975-1976 Salary Schedule: The wages and salaries reflected in Appendix 1, attached hereto, shall be a part of the Agreement for the 1975-1976 school year.

Section 2. 1975-1976 Extra-Duty Schedule: The wages and salaries reflected in Appendix 2, attached hereto, shall be a part of the Agreement for the 1975-1976 school year.

Section 3. 1976-1977 Salary Schedule: The wages and salaries reflected in Appendix 3, attached hereto, shall be a part of the Agreement for the 1976-1977 school year.

Section 4. 1976-1977 Extra-Duty Schedule: The wages and salaries reflected in Appendix 4, attached hereto, shall be a part of the Agreement for the 1976-1977 school year.

Section 5. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Credits used to establish position in the salary lanes must have been received within seven years. College registrar's statements are required. Changes in salary due to additional credit will be considered semi-annually at the September and March school board meetings. Official transcripts of all college credits must be on file in the superintendent's office. New courses to be taken, if not graduate credit, must have prior administrative approval if they are to apply towards salary schedule lanes. All credits in order to apply towards a salary schedule lane change must have been earned after the initial degree which allowed the teacher to be properly certified.

Subd. 2. Previous teaching experience up to a maximum of five years gained during the last six years before contracting with Independent School District No. 857 will be recognized. This provision applies only to experience at the Bachelor's Degree or higher.

Subd. 3. Credits beyond the Master's Degree used to establish position on the salary schedule must be credits earned in the field in which the teacher is teaching.

Section 6. Status on Salary Schedule: The school district reserves the right to withhold an increment, lane change, or any other salary increase when it can provide documented evidence of poor professional growth.

Section 7. Pay Period: Pay periods shall be twice monthly. These

will be the 15th of the month and the last day of the month except when those days fall on a week-end or holiday, and then payment will be made on the previous school day.

Section 8. Deductions: The school district agrees that all deductions for partial absences will be made on the length of the work day and week. The daily rate, for purposes of calculating deductions would be 1/185 of the annual salary of the employee.

Section 9. Emergency Duty: In cases when a teacher is asked to substitute, in a study hall or classroom, during his unassigned period, he will be compensated for at the rate of six dollars per hour.

ARTICLE VII

INSURANCE

Section 1. Health and Hospitalization Insurance: The school district shall provide to each teacher and his eligible dependents full family health protection. The school district agrees that this coverage will be equivalent to that presently provided by the school board.

Section 2. Disability Insurance: The school district shall provide to each teacher long term disability insurance. Benefits shall be payable upon the 90th calendar day of disability. Initial coverage shall commence on or before January 1, 1976.

Section 3. Continuation of Benefits: In the event that an employee, absent because of illness or injury has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

Section 4. Policy Copies: The school district shall distribute copies of all insurance policies to each teacher covered by said insurance.

ARTICLE VIII

SEVERANCE PAY

Section 1. Staff Reduction: Teachers upon termination due to staff reduction because of declining enrollments will be provided severance pay as determined by the amount of unused sick leave with a maximum not to exceed 100 days.

Section 2. Early Retirement: Any teacher may upon reaching age fifty-five or over before the start of the 1976-1977 school year, and who leaves employment, will be provided severance pay as determined by the amount of unused sick leave with a maximum not to exceed 185 days. The teacher must declare his intent to leave employment on or before April 1, 1976. In succeeding years any teacher who reaches age fifty-five before the start of the school year and who leaves employment, will be provided severance pay as determined by the amount of unused sick leave with a maximum not to exceed 185 days. The teacher must declare his intent to leave employment on or before April 1.

Section 3. Computation: Disbursement of this pay is to be in one lump sum or six equal payments as requested by the individual teacher to commence upon termination date. Payment for each unused sick day will be based upon 1/185 of the average salary of the teacher's last five years of teaching.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All fulltime teachers shall earn 10 days of sick leave for each year of service in employ of the school district. One day additional shall be earned for each month employed beyond the regular school year.

Subd. 2. Accumulation of unused sick leave days shall be unlimited.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever a teacher's absence is found to have been due to illness which prevented his attendance at school and performance of duties on that day or days.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed request upon authorized sick leave pay request or available at the office.

Subd. 6. A teacher who is absent due to illness of a member of the family (wife, husband, brother, child, sister, parent, guardian, ward, grand-parent, grandchild, mother-in-law, and father-in-law) will be allowed five days in any one school year without salary deduction. In the event of a serious illness, additional days may be granted by the superintendent. This absence shall be deducted from accumulated sick leave.

Subd. 7. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave

available, may be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year. A doctor's statement may be required certifying the teacher's ability to return to work.

Subd. 8. The school district may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 9. At the beginning of each school year the exclusive representative will elect a sick leave bank committee. At that time all non-participating teachers who wish to participate in the established sick leave bank will be assessed one day of sick leave. Participating members of the unit who exhaust their personal accumulated sick leave allowance due to an extended illness shall be allowed reasonable and necessary withdrawals from the common bank. The sick leave committee shall have the power to accept or reject any requests for additional sick leave days. Any person requesting aid must wait five (5) days before receiving any days from the bank. If there are insufficient days available in the bank any participating teacher will contribute one (1) more sick leave day at any time during the school year. A participating member of the unit who has utilized sick leave credit from the sick leave bank shall repay those days credited in a one to one ratio. The first year following a withdrawal a member must repay four (4) days. In the following years the indebted member may not accumulate more than ten (10) days until his debt to the bank is paid in full.

A teacher may withdraw from the sick leave bank at the beginning of any school year. In case of withdrawal a teacher's contribution of days will remain in the bank.

Section 2. Bereavement Leave: In the event of the death of a member of the family (wife, husband, brother, child, sister, parent, guardian, ward, grandparent, grandchild, mother-in-law and father-in-law), a leave will be granted without salary deduction. The exact number of days will be determined by the superintendent.

Section 3. Personal Leave:

Subd. 1. Any full time certified employee will be granted two days personal leave per year with one half the substitute's salary to be deducted from the teacher's salary for each day of personal leave. This deduction is not dependent upon the hiring of a substitute.

Subd. 2. Requests for personal leave must be made to the superintendent of schools at least one day in advance, except in the event of emergencies. The superintendent shall have the authority to limit the number of those taking personal leave to one person per day.

Section 4. Organization Office Leave: A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the MEA or NEA or on its staff. Upon return from such leave a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he had prior to the taking of this leave. By April 1 of the year in which the leave is being taken the teacher must notify the school board of his intent to return or not to return.

Section 5. Public Office Leave: A leave of absence, not to exceed the duration of the office, shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he had prior to taking this leave.

Section 6. Maternity Leave: The school district shall grant a maternity leave up to one year to any pregnant teacher who makes a written application for such leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as she had prior to taking this leave.

Section 7. Adoption Leave: The school district shall grant an adoption leave up to one year to any teacher who makes a written application for such leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he had prior to taking this leave.

Section 8. Military Leave: A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he would have accrued had he taught in the district during such period.

Section 9. Sabbatical Leave: A sabbatical leave of absence for a year or part of a year shall be granted to members of professional staff for the purpose of professional advancement or travel, subject to the following conditions:

Subd. 1. In order to be eligible for sabbatical leave, an individual must have taught in Independent School District No. 857 for at least six (6) full years.

Subd. 2. If sabbatical leave is granted for the purpose of study at the master's degree level the teacher must complete twelve (12) credit hours of work during each semester or quarter for which the leave is granted. Work beyond the master's degree requires nine (9) credit hours each semester or quarter. The institution and courses must be approved as a part of the advanced program.

Subd. 3. If the sabbatical leave is granted for purpose of travel the itinerary must be approved by the school district before the leave is granted.

Subd. 4. Application for sabbatical leave must be submitted on or before February 1 for leaves taking effect during the next fall quarter.

Subd. 5. The number of teachers on sabbatical leave shall be limited to one of the total instructional force.

Subd. 6. The allowance granted to a teacher on sabbatical leave shall be one half the rate of pay received by the individual had he remained in his position.

Subd. 7. In order that all applicants be given equal consideration and in case the number of requests exceeds the limitations, the school district agrees to use the following criteria in selecting the candidates for sabbatical leave:

- A. The merit of the objectives as they relate to improving the instructional program.

- B. Years of teaching experience in the district.
- C. Previous Leaves.
- D. Reasonable distribution of applicants by schools.
- E. Evidence of acceptance of the teacher's program or project by the institution offering the advance study, research, or itinerary.

Subd. 8. A teacher who is granted sabbatical leave must pledge himself to return to his former position with Independent School District No. 857 for a period of two years following termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the two years, he shall pay back to Independent School District No. 857 a pro rata of the allowance.

Subd. 9. A teacher, upon return from a sabbatical leave, shall be restored to his former position of like nature and status, and shall be continued at the same position on the salary schedule as if he had taught in the district during such period. He shall maintain tenure, and insurance benefits, accumulated sick leave and all other accrued benefits provided in this Agreement. Sick leave shall be restored to the position it was prior to taking the leave.

Section 10. Association Leave: Each year the exclusive representative shall be credited with three (3) days, non cumulative, with pay to be used by the teachers who are officers or agents of the exclusive representative. Request for such leave days shall be made through the president of the exclusive representative. The exclusive representative agrees to notify the

superintendent no less than forty-eight (48) hours prior to the date of intended use of such days.

Section 11. Study Leave: A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he had prior to taking this leave.

Section 12. Retirement Leave: Any teacher who has attained the age of sixty-five (65) as of June 30 of any year shall be automatically retired as of that date.

ARTICLE X.

HOURS OF SERVICE

Section 1. Building Hours: Teachers shall be required to be in their classrooms fifteen (15) minutes before the opening of the pupils' school day. Teachers shall be permitted to leave fifteen minutes after the close of the pupils' school day except on days when faculty meetings are called. On Fridays or on days preceding holidays or vacations, the teachers' day shall close at the end of the pupils' day.

Section 2. Lunch Period: All teachers shall be entitled to a duty-free lunch period of 30 minutes.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to participate to a reasonable degree in school activities beyond the basic teacher's day, as is required by the school

district or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent, or school board.

ARTICLE XI

LENGTH OF THE SCHOOL YEAR

The school district and exclusive representative agree that the school term for the 1975-1976 year and the 1976-1977 year shall be 185 days for each year.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: Any allegation by the exclusive representative or a teacher that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment insofar as such matters are contained in the Agreement.

Section 2. Representation: 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:

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

Subd. 2. 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. Once a grievance is initiated it shall be continued until resolved. No grievance shall be initiated after the last day of school.

Subd. 3. 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.

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 days 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 district's designee.

Section 5. Procedure: The school board and exclusive representative acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications. When requested by either party, the building grievance representative may intervene to assist in this resolution. However, should such informal processes

fail to satisfy the supervisor and the teacher, then a grievance may be processed as follows:

Subd. 1. Level 1. If the complaint is not resolved in the initial meeting, the employee or the exclusive representative must present the grievance in writing, within five (5) days, to the superintendent who will arrange a meeting within five (5) days. The exclusive representative or teacher and the superintendent shall be present for the meeting. The superintendent must provide the aggrieved teacher and the exclusive representative with a written answer on the grievance within five (5) days.

Subd. 2. Level 2. If the grievance is not resolved in Level 1, then the exclusive representative or employee shall refer the grievance to the school board within five (5) days. He shall arrange for a meeting between the exclusive representative or employee and the school board representative to take place within fifteen (15) days of his receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the school board will have five (5) days in which to provide its written decision to the aggrieved.

Subd. 3. Level 3. If either party is not satisfied with the disposition of the grievance at Level 2, or the Level 2 time limits expire without the issuance of the school board's written answer then the exclusive representative or employee may submit the grievance to final and binding arbitration under the rules of the P.E.L.R.A. of 1971, as amended in 1973 which shall act as the administrator of the proceedings. If a demand for

arbitration is not filed within thirty (30) days of the date for the school board's Level 2 reply, then the grievance will be deemed withdrawn.

Neither the school board nor the exclusive representative will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Subd. 4. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 5. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the school board and the exclusive representative.

Subd. 6. No reprisals of any kind will be taken by the school administration against any teacher because of his participation in the Grievance Procedure. Neither shall any reprisals be taken by the school board.

Subd. 7. All documents, communication, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 6. School Board Review: The school board reserves the right to review any decision issued under the informal process or Level 1 of this procedure provided the school board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

ARTICLE XIII

TEXTBOOK SELECTION AND EVALUATION OF BOOKS AND MATERIALS

Section 1. Involvement: Professional staff members will assist in the selection, review, and evaluation of books and materials.

Section 2: Selection Committee: In the elementary schools a committee shall be formed to work with the administration when new books and materials are being considered. When a new text or materials are being selected, the administration will inform the building representatives. It will then be their responsibility to organize a committee consisting of at least two (2) members from each elementary building. Preferably this committee should include teachers from both primary and intermediate grades. When a new text is being considered, evaluation sheets will be distributed to the entire staff. After reviewing the evaluation sheets with the committee, it will be the responsibility of the administration to make the final selection.

Section 3. Reimbursement for Purchases: Teachers purchasing materials and/or supplies with the advance approval of their principal or immediate superior shall be reimbursed upon submission of an appropriate receipt of purchase.

ARTICLE XIV

UNIFICATION, LAYOFFS, AND ASSIGNABILITY

Staff Reduction and Annexation, Consolidation or
Other Reorganization of the District

Section 1. Unification: This Agreement shall be binding upon the school district and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

Section 2. Layoffs: Termination of professional personnel required by reduction in student enrollment, merger, consolidation, or annexation shall take place only in accordance with the applicable provisions of the Minnesota Continuing Contract Law (Minnesota Statutes 125.12).

Section 3. Assignability: In the event a teacher's assignment or responsibilities are to be changed or eliminated, every effort will be made to place that teacher in another position for which he is qualified, within the school system. Reductions in certificated staff will be made on the basis of seniority in the school district, provided the teacher is certificated for the position. Rehiring will be based on a reversal of the above procedure; i. e., the last dismissed will be the first rehired.

ARTICLE XV

CURRICULUM WRITING

The school district and exclusive representative agree that curriculum changes are often needed and necessary for the education of all children. When these changes are of a minor nature they can be effectively handled

within the school day. However, there should be compensation for major changes (new courses) that require many hours of preparation outside the classroom and add to the professional responsibility of the teacher. The compensation for affecting such curriculum changes shall be agreed upon between the exclusive representative and the school district.

ARTICLE XVI

DEPARTMENT CHAIRPERSON

Section 1. Compensation: The school district and exclusive representative agree that any teacher designated or elected as a department chairperson shall be assigned one (1) less hour of class per day or shall be compensated at the rate of twenty dollars for each teacher in the department.

Section 2. Classification: The department chairperson shall not be considered a supervisory employee as defined in the P. E. L. R. A. of 1971.

Section 3. Designated Departments: The following areas should function as departments for the 1975-1976 and 1976-1977 school years:

- Subd. 1. Social Studies at the Junior-Senior High School
- Subd. 2. Mathematics and Science at the Junior-Senior High School
- Subd. 3. English at the Junior-Senior High School
- Subd. 4. Physical Education to include Elementary and Secondary
- Subd. 5. Music to include Elementary and Secondary
- Subd. 6. Special Education to include Elementary and Secondary
This will involve EMR, TMR, SLBP, Speech Therapy,
and Remedial Reading.

Subd. 7. Fifth and Sixth grades at the Lewiston Elementary.

Section 4. Selection of Department Chairperson:

Subd. 1. Chairpersons should have a major in the area in which he is to be department chairperson.

Subd. 2. Chairpersons should have teaching experience in his field.

Subd. 3. Members of the department may nominate two candidates.

If the department members do not wish to do so, or fail to nominate them, the choice will be left to the administration. The final selection in any case will be made by the administration.

Subd. 4. Renomination will occur each year, keeping in mind that frequent changes would produce discontinuity of policies and procedures.

ARTICLE XVII

PROFESSIONAL VISITATION

The school district and exclusive representative agree that upon request and approval by the administration, teachers shall be allowed up to two (2) days of release time for classroom visitation and school observation. This policy is directed toward the examination of special types of programs in operation in one of the area schools. Upon request, teachers shall be reimbursed for expenses. Substitutes, when necessary, shall be provided by the school district.

ARTICLE XVIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall

remain in full force and effect for a period commencing on July 1, 1975 through June 30, 1977 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend conditions of this Agreement commencing on July 1, 1977 it shall give written notice of such intent no later than May 1, 1977. 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 district 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.

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 unless both parties mutually agree to such a reopening.

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

AUTHORIZATION

IN WITNESS WHEREOF, The parties have executed this Agreement

as follows:

For _____ For _____ School District No. 857
Name of organizational representative

President

Chairman

Secretary

Clerk

Chief Teacher Negotiator

Chief Board Negotiator

Dated this _____ day of _____,
1975

Dated this _____ day of _____,
1975

APPENDIX 1

SALARY SCHEDULE: 1975-1976

<u>Years Experience</u>	<u>B. A.</u>	<u>B. A. +15</u>	<u>B. A. +30</u>	<u>M. A.</u>
0	8700	8950	9200	9700
1	9030	9280	9535	10040
2	9360	9610	9870	10380
3	9690	9940	10205	10720
4	10020	10270	10540	11060
5	10350	10600	10875	11400
6	10680	10930	11210	11740
7	11010	11260	11545	12080
8	11340	11590	11880	12420
9	11670	11920	12215	12760
10	12000	12250	12550	13100
11	12330	12580	12885	13440
12	12660	12910	13220	13780
13	12990	13240	13555	14120

APPENDIX 2

EXTRA DUTY SCHEDULE: 1975-1976

Teachers shall be paid for extra-curricular and curricular duties which they perform over and above the regular teaching assignments in accordance with the following schedule:

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>
1. Class Play Director	375	400	425	450
2. Assistant Director-Musical	225	250	275	300
3. One-Act Play Director	300	325	350	375
4. School Newspaper Advisor	300	325	350	375
5. School Annual Advisor	450	500	550	600
6. Speech Director	300	325	350	375
7. Audiovisual Director	600	600	600	600
8. Band Activities Director	350	350	350	350
9. Junior Class Concessions	350	350	350	350
10. FHA Advisor	300	325	350	375
11. Athletic Director	1200	1200	1200	1200
12. Cross Country Coach	450	500	550	600
13. Head Football Coach	850	950	1050	1150
14. Assistant Football	550	600	650	700
15. Junior High Football	425	475	525	575
16. Assistant Jr. High Football	300	350	400	450
17. Head Volleyball Coach	550	650	750	850

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>
18. Assistant Volleyball	350	400	450	500
19. Girls Head Basketball Coach	550	650	750	850
20. Girls Asst. Basketball	350	400	450	500
21. Boys Head Basketball Coach	850	950	1050	1150
22. Boys Asst. Basketball	550	600	650	700
23. Junior High Basketball	425	475	525	575
24. Head Wrestling Coach	850	950	1050	1150
25. Assistant Wrestling	550	600	650	700
26. Junior High Wrestling	425	475	525	575
27. Head Gymnastics Coach	550	650	750	850
28. Assistant Gymnastics	350	400	450	500
29. Girls Head Track Coach	550	650	750	850
30. Girls Assistant Track	350	400	450	500
31. Boys Head Track Coach	550	650	750	850
32. Boys Assistant Track	350	400	450	500
33. Boys Junior High Track	275	300	325	350
34. Head Baseball Coach	550	650	750	850
35. Assistant Baseball	350	400	450	500
36. Junior High Baseball	275	300	325	350
37. Head Golf Coach	450	500	550	600
38. Cheerleading Advisor	275	300	325	350
39. Elementary Coach	550	600	650	650

The lane a coach is in is determined by the number of years' coaching in the system in any sport.

40. Summer School Instructors \$6.00 per hour
41. Ticket - selling & taking \$10.00 per event
42. Driver's Training Instructor \$6.00 per hour
43. Adult Evening Classes \$6.00 per hour
44. Home Bound Teaching \$6.00 per hour
45. Timekeeper \$10.00 per event
46. Bus Chaperones & Supervisors \$10.00 per event
47. Mileage 15¢ per mile for personal car use
48. Full time employment beyond nine months Pro-rated - Based on Nine Months Salary

APPENDIX 3

SALARY SCHEDULE: 1976-1977

<u>Years Experience</u>	<u>B. A.</u>	<u>B. A. +15</u>	<u>B. A. +30</u>	<u>M. A.</u>	<u>M. A. +20</u>
0	9200	9450	9700	10200	10450
1	9530	9780	10035	10540	10790
2	9860	10110	10370	10880	11130
3	10190	10440	10705	11220	11470
4	10520	10770	11040	11560	11810
5	10850	11100	11375	11900	12150
6	11180	11430	11710	12240	12490
7	11510	11760	12045	12580	12830
8	11840	12090	12380	12920	13170
9	12170	12420	12715	13260	13510
10	12500	12750	13050	13600	13850
11	12830	13080	13385	13940	14190
12	13160	13410	13720	14280	14530
13	13490	13740	14055	14620	14870

APPENDIX 4

EXTRA DUTY SCHEDULE 1976-1977

Teachers shall be paid for extra-curricular and curricular duties which they perform over and above the regular teaching assignments in accordance with the following schedule:

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>	<u>5th</u> <u>Year</u>
1. Class Play Director	375	400	425	450	475
2. Asst. Director-Musical	225	250	275	300	325
3. One-Act Play Director	300	325	350	375	400
4. School Newspaper Advisor	300	325	350	375	400
5. School Annual Advisor	450	500	550	600	650
6. Speech Director	300	325	350	375	400
7. Audio-Visual Director	450	500	550	600	650
8. Band Activities Director	275	300	325	350	375
9. Jr. Class Concessions	350	350	350	350	350
10. FHA Advisor	300	325	350	375	400
11. Athletic Director	800	900	1000	1100	1200
12. Cross Country Coach	450	500	550	600	650
13. Head Football Coach	850	950	1050	1150	1250
14. Assistant Football	550	600	650	700	750
15. Junior High Football	425	475	525	575	625
16. Asst. Jr. High Football	300	350	400	450	500
17. Head Volleyball Coach	550	650	750	850	950
18. Asst. Volleyball	350	400	450	500	550

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>	<u>5th</u> <u>Year</u>
19. Girls Head Basketball Coach	550	650	750	850	950
20. Girls Asst. Basketball	350	400	450	500	550
21. Boys Head Basketball Coach	850	950	1050	1150	1250
22. Boys Asst. Basketball	550	600	650	700	750
23. Boys Jr. High Basketball	425	475	525	575	625
24. Head Wrestling Coach	850	950	1050	1150	1250
25. Asst. Wrestling	550	600	650	700	750
26. Jr. High Wrestling	425	475	525	575	625
27. Head Gymnastics Coach	550	650	750	850	950
28. Asst. Gymnastics	350	400	450	500	550
29. Girls Head Track Coach	550	650	750	850	950
30. Girls Asst. Track	350	400	450	500	550
31. Boys Head Track Coach	550	650	750	850	950
32. Boys Asst. Track	350	400	450	500	550
33. Boys Jr. High Track	275	300	325	350	375
34. Head Baseball Coach	550	650	750	850	950
35. Asst. Baseball	350	400	450	500	550
36. Jr. High Baseball	275	300	325	350	375
37. Head Golf Coach	450	500	550	600	650
38. Cheerleading Advisor	275	300	325	350	375
39. Elementary Coach	550	600	650	650	650
40. Summer School Instructors	\$ 6.00 per hour				
41. Ticket-selling and taking	\$10.00 per event				
42. Driver's Training Instructor	\$ 6.00 per hour				

- 43. Adult Evening Classes \$ 6.00 per hour
- 44. Home Bound Teaching \$ 6.00 per hour
- 45. Timekeeper \$10.00 per event
- 46. Bus Chaperones & Supervisors \$10.00 per event
- 47. Mileage 15¢ per mile for personal use of car
- 48. Full-time employment beyond Pro-rated - Based on Nine Months Salary
nine months

The lane a coach is in is determined by the number of years coaching in the system in any sport.