

Murray

MASTER AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 857
Lewiston, Minnesota

And

LEWISTON EDUCATION ASSOCIATION

representing

The Teachers Of The
School District

EFFECTIVE July 1, 1977 through June 30, 1979

TABLE OF CONTENTS

		Page
Article I	Purpose	1
Article II	Recognition of Exclusive Representative	1
	Section 1. Recognition	1
	Section 2. Appropriate Unit	1
Article III	Definitions	2
	Section 1. Terms and Conditions of Employment	2
	Section 2. Teacher	2
	Section 3. School District	3
	Section 4. Other Terms	3
Article IV	School Board Rights	3
	Section 1. Inherent Managerial Rights	3
	Section 2. Management Responsibilities	3
	Section 3. Effect of Laws, Rules, and Regulations	3
	Section 4. Reservation of Managerial Rights	4
Article V.	Teachers' Rights	4
	Section 1. Association Security	4
	Section 2. Right to Join	6
	Section 3. Credit Union	7
	Section 4. Mutual Funds	7
	Section 5. Fair Practices	7
	Section 6. Personnel Files	8
	Section 7. Teacher Evaluation	8

	Page
Section 8. Placement on Agenda	9
Section 9. Use of Buildings	9
Section 10. Other Rights	10
Section 11. Agreement Copies	10
Article VI Basic Schedules and Rates of Pay	10
Section 1. 1977-78 Salary Schedule	10
Section 2. 1978-79 Salary Schedule	10
Section 3. 1977-78 & 1978-79 Extra Duty Schedule	10
Section 4. Placement on Salary Schedule	10
Section 5. Status on Salary Schedule	11
Section 6. Pay Period	11
Section 7. Deductions	12
Section 8. Emergency Duty	12
Article VII Insurance	12
Section 1. Health and Hospitalization Insurance	12
Section 2. Disability Insurance	12
Section 3. Continuation of Benefits	12
Section 4. Policy Copies	12
Article VIII Severance Pay	13
Section 1. Staff Reduction	13
Section 2. Early Retirement	13
Section 3. Computation	13
Article IX Leaves of Absence	13

	Page
Section 1. Sick Leave	13
Section 2. Bereavement Leave	16
Section 3. Personal Leave	16
Section 4. Organization Office Leave	16
Section 5. Public Office Leave	16
Section 6. Maternity Leave	17
Section 7. Adoption Leave	17
Section 8. Military Leave	17
Section 9. Sabbatical Leave	17
Section 10. Association Leave	19
Section 11. Study Leave	20
Section 12. Retirement Leave	20
Article X Hours of Service	20
Section 1. Building Hours	20
Section 2. Lunch Period	20
Section 3. Additional Activities	20
Article XI Length of the School Year	21
Article XII Grievance Procedure	21
Section 1. Grievance Definition	21
Section 2. Representation	21
Section 3. Definitions and Interpretations	21
Section 4. Time Limitation and Waiver	22
Section 5. Procedure	22
Section 6. School Board Review	25
Article XIII Textbook Selection and Evaluation of Books and Materials	25

	Page
Section 1. Involvement	25
Section 2. Selection Committee	25
Section 3. Reimbursement for Purchases	25
Article XIV Unification, Layoffs, and Assignability	26
Section 1. Unification	26
Section 2. Layoffs	26
Section 3. Assignability	26
Section 4. Seniority List	26
Article XV Curriculum Writing	27
Article XVI Department Chairperson	27
Section 1. Compensation	27
Section 2. Classification	27
Section 3. Designated Departments	27
Section 4. Selection of Department Chairperson	28
Article XVII Professional Visitation	28
Article XVIII Duration	29
Section 1. Term and Reopening Negotiations	29
Section 2. Effect	29
Section 3. Finality	29
Section 4. Severability	30
Authorization	30
Appendix 1 1977-78 Salary Schedule	31
Appendix 2 1978-79 Salary Schedule	32
Appendix 3 1977-78 & 1978-79 Extra Duty Schedule	32

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. Deductions 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 with 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 II. 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. 1977-1978 Salary Schedule: The wages and salaries reflected in Appendix 1, attached hereto, shall be a part of the Agreement for the 1977-1978 school year.

Section 2. 1978-1979 Salary Schedule: The wages and salaries reflected in Appendix 2, attached hereto, shall be a part of the Agreement for the 1978-1979 school year.

Section 3. 1977-1978 & 1978-1979 Extra-Duty Schedule: The wages and salaries reflected in Appendix 3, attached hereto, shall be a part of the Agreement for the 1977-1978 & 1978-1979 school year.

Section 4. 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. More years of teaching or related experience may be negotiated.

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 5. 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 6. 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 7. 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 8. 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.

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: Upon reaching the age of fifty-five to sixty-two, and up to age sixty-three for the 1977-1978 school year, any teacher 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/her 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 card 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.

Subd. 10. Accumulated sick leave may be used by a pregnant teacher for those days determined by the attending physician as days the teacher is

disabled. The teacher must furnish a written statement from the attending physician.

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 Leaves: 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 teacher's day shall close at the end of the pupil's 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 1977-78 year and the 1978-1979 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.

Section 4. Seniority List: The school board will furnish a seniority list to the exclusive representative on or before the first of January of each school year. This list will then be the order in which lay-offs will be handled.

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 1977-1978 and 1978-1979 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 days
of release time for classroom visitation and school observation. This policy
is directed toward the examination of special types of programs in operation.

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, 1977 through June 30, 1979 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, 1979 it shall give written notice of such intent no later than May 1, 1979. 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 _____,
1977

Dated this _____ day of _____,
1977

APPENDIX 1

SALARY SCHEDULE: 1977-1978

<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	9710	9985	10260	10810	11085
1	10055	10330	10610	11165	11440
2	10400	10675	10960	11520	11795
3	10745	11020	11310	11875	12150
4	11090	11365	11660	12230	12505
5	11435	11710	12010	12585	12860
6	11780	12055	12360	12940	13215
7	12125	12400	12710	13295	13570
8	12470	12745	13060	13650	13925
9	12815	13090	13410	14005	14280
10	13160	13435	13760	14360	14635
11	13505	13780	14110	14715	14990
12	13850	14125	14460	15070	15345
13	14195	14470	14810	15425	15700

APPENDIX 2

SALARY SCHEDULE: 1978-1979

<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	10030	10330	10630	11230	11530
1	10405	10705	11010	11615	11915
2	10780	11080	11390	12000	12300
3	11155	11455	11770	12385	12685
4	11530	11830	12150	12770	13070
5	11905	12205	12530	13155	13455
6	12280	12580	12910	13540	13840
7	12655	12955	13290	13925	14225
8	13030	13330	13670	14310	14610
9	13405	13705	14050	14695	14995
10	13700	14080	14430	15080	15380
11	14155	14455	14810	15465	15765
12	14530	14830	15190	15850	16150
13	14905	15205	15570	16235	16535

APPENDIX 3

EXTRA DUTY SCHEDULE 1977-1978 and 1978-1979

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>	<u>6th</u> <u>Year</u>
1. Class Play Director	375	400	425	450	475	500
2. Asst. Director-Musical	225	250	275	300	325	350
3. One-Act Play Director	300	325	350	375	400	425
4. School Newspaper Advisor	300	325	350	375	400	425
5. School Annual Advisor	450	500	550	600	650	700
6. Speech Director	300	325	350	375	400	425
7. Audio-Visual Director	450	500	550	600	650	700
8. Band Activities Director	275	300	325	350	375	400
9. Jr. Class Concessions	350	350	350	350	350	350
10. FHA Advisor	300	325	350	375	400	425
11. Athletic Director	800	900	1000	1100	1200	1300
12. Cheerleading Advisor	275	300	325	350	375	400
13. Elementary Coach	550	600	650	650	650	650
14. Head Coach	850	950	1050	1150	1250	1350
15. Assistant Coach	550	600	650	700	750	800
16. Jr. High Coach	425	475	525	575	625	675
17. Assistant Jr. High Coach	300	350	400	450	500	550

18. Summer School Instructors	\$8.00 per hour
19. Ticket-selling & taking	\$10.00 per event
20. Driver's Training Instructor	\$8.00 per hour
21. Adult Evening Classes	\$8.00 per hour
22. Home Bound Teaching	\$8.00 per hour
23. Timekeeper	\$10.00 per event
24. Bus Chaperones & Supervisors	\$10.00 per event
25. Mileage	\$.15 per mile for personal use of car
26. 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.

