

NEGOTIATED AGREEMENT 2021-22 and 2022-23

The Lisbon School Board and the Lisbon Education Association have negotiated the attached items to mutual agreement.

This agreement shall remain in force until June 30, 2023 at eight o'clock in the morning. It may be amended by the agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the expiration date each year unless one of the parties shall have notified the other at least sixty days before the expiration date that it will not accept renewal.

Dated at Lisbon, North Dakota this 20TH day of May, 2021

LISBON EDUCATION ASSOCIATION



President



Officer

LISBON SCHOOL BOARD



President



Member

SALARY SCHEDULE 2021-22:

	BS		BS+16		BS+24		BS+32		BS+40		MS		MS+8		MS+16		MS+24
0	42,000	0	42,600	0	42,950	0	43,300	0	43,650	0	45,600	0	46,100	0	46,600	0	47,100
1	42,500	1	43,100	1	43,480	1	43,830	1	44,180	1	46,155	1	46,655	1	47,155	1	47,655
2	43,000	2	43,600	2	44,010	2	44,360	2	44,710	2	46,710	2	47,210	2	47,710	2	48,210
3	43,500	3	44,100	3	44,540	3	44,890	3	45,240	3	47,265	3	47,765	3	48,265	3	48,765
4	44,000	4	44,600	4	45,070	4	45,420	4	45,770	4	47,820	4	48,320	4	48,820	4	49,320
5	44,500	5	45,100	5	45,600	5	45,950	5	46,300	5	48,375	5	48,875	5	49,375	5	49,875
6	45,000	6	45,600	6	46,130	6	46,480	6	46,830	6	48,930	6	49,430	6	49,930	6	50,430
7	45,500	7	46,100	7	46,660	7	47,010	7	47,360	7	49,485	7	49,985	7	50,485	7	50,985
8	46,000	8	46,600	8	47,190	8	47,540	8	47,890	8	50,040	8	50,540	8	51,040	8	51,540
9	46,500	9	47,100	9	47,720	9	48,070	9	48,420	9	50,595	9	51,095	9	51,595	9	52,095
10	47,000	10	47,600	10	48,250	10	48,600	10	48,950	10	51,150	10	51,650	10	52,150	10	52,650
		11	48,100	11	48,780	11	49,130	11	49,480	11	51,705	11	52,205	11	52,705	11	53,205
		12	48,600	12	49,310	12	49,660	12	50,010	12	52,310	12	52,810	12	53,310	12	53,810
				13	49,840	13	50,190	13	50,540	13	52,815	13	53,315	13	53,815	13	54,315
				14	50,370	14	50,720	14	51,070	14	53,370	14	53,870	14	54,370	14	54,870
				15	50,900	15	51,250	15	51,600	15	53,925	15	54,425	15	54,925	15	55,425
						16	51,780	16	52,130	16	54,480	16	54,980	16	55,480	16	55,980
						17	52,310	17	52,660	17	55,035	17	55,535	17	56,035	17	56,535
						18	52,840	18	53,190	18	55,590	18	56,090	18	56,590	18	57,090
						19	53,370	19	53,720	19	56,145	19	56,645	19	57,145	19	57,645
						20	53,900	20	54,250	20	56,700	20	57,200	20	57,700	20	58,200
						21	54,430	21	54,780	21	57,255	21	57,755	21	58,255	21	58,755
						22	54,960	22	55,310	22	57,810	22	58,310	22	58,810	22	59,310
						23	55,490	23	55,840	23	58,365	23	58,865	23	59,365	23	59,865
						24	56,020	24	56,370	24	58,920	24	59,420	24	59,920	24	60,420
						25	56,550	25	56,900	25	59,475	25	59,975	25	60,475	25	60,975
						26	57,080	26	57,430	26	60,030	26	60,530	26	61,030	26	61,530
						27	57,610	27	57,960	27	60,585	27	61,085	27	61,585	27	62,085
						28	58,140	28	58,490	28	61,140	28	61,640	28	62,140	28	62,640
						29	58,670	29	59,020	29	61,695	29	62,195	29	62,695	29	63,195
						30	59,200	30	59,550	30	62,250	30	62,750	30	63,250	30	63,750

... BS32, BS40 and Master Lane(s) steps continue as long as Increment Requirements thru Policy DBBB / DCAA (2015) are met.

EXTRA CURRICULAR SCHEDULE 2021-22:

This agreement shall remain in force until June 30, 2023 at eight o'clock in the morning. It may be amended by the agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the expiration date each year unless one of the parties shall have notified the other at least sixty days before the expiration date that it will not accept renewal.

XC BASE	Step	Head Coach, CC & HS	Asst Coach	Annual Adv.	Golf & Cheer Coach	JH Coach	Close-Up	MS AD	Science Fair Supv.	Drama 1 Act/Dist. Comp.	Speech Advisor						
\$35,000	1	5,250	3,500	3,500	2,800	2,100	1,050	875	1,470	700	2,275						
Increment/ Year		\$75	\$50	\$50	\$40	\$30	\$15	\$13	\$21	\$10	\$33						
\$500	based on salary schedule increment																

THE FOLLOWING ADVISORS WILL BE PAID BY THE SPONSORING ORGANIZATION:

* Not included in XC Costs

Increment for Class Advisor & Std Council: \$10.00

	Conc. Advisor		Student Council	Senior Class	Junior Class	Prom Advisor	Soph. Class	Fresh. Class
Head	\$4,000	1	\$600	\$125	\$125	\$125	\$100	\$75
Asst	\$2,600	2	\$610	\$135	\$135	\$135	\$110	\$85
		3	\$620	\$145	\$145	\$145	\$120	\$95
		4	\$630	\$155	\$155	\$155	\$130	\$105
		5	\$640	\$165	\$165	\$165	\$140	\$115
		6	\$650	\$175	\$175	\$175	\$150	\$125
		7	\$660	\$185	\$185	\$185	\$160	\$135
		8	\$670	\$195	\$195	\$195	\$170	\$145
		9	\$680	\$205	\$205	\$205	\$180	\$155
		10	\$690	\$215	\$215	\$215	\$190	\$165
		11	\$700	\$225	\$225	\$225	\$200	\$175

* Student Council may have 1 or 2 Advisors - but the amount is split between the two advisors (Ex. Base pay - two advisors would receive \$300 ea)

* Each Class will have two (2) class Advisors

* The Two (2) Prom Advisors will be paid from the Junior Class Funds.

FBLA/FFA & FCCLA ARE PART OF THE VOCATIONAL EDUCATION CONTRACTS.

SUMMER BAND & MUSIC ARE PART OF THE MUSIC INSTRUCTOR'S 10.5 MONTH CONTRACT

** THE SCHOOL BOARD RESERVES THE RIGHT TO ADD POSITIONS TO THE EXTRA CURRICULAR PAYMENT SCHEDULE, AND TO SET AN APPROPRIATE SALARY FOR EACH OF THE ADDITIONAL POSITIONS.

SALARY SCHEDULE 2022-23:																	
	BS		BS+16		BS+24		BS+32		BS+40		MS		MS+8		MS+16		MS+24
0	42,750	0	43,350	0	43,700	0	44,050	0	44,400	0	46,350	0	46,850	0	47,350	0	47,850
1	43,250	1	43,850	1	44,230	1	44,580	1	44,930	1	46,905	1	47,405	1	47,905	1	48,405
2	43,750	2	44,350	2	44,760	2	45,110	2	45,460	2	47,460	2	47,960	2	48,460	2	48,960
3	44,250	3	44,850	3	45,290	3	45,640	3	45,990	3	48,015	3	48,515	3	49,015	3	49,515
4	44,750	4	45,350	4	45,820	4	46,170	4	46,520	4	48,570	4	49,070	4	49,570	4	50,070
5	45,250	5	45,850	5	46,350	5	46,700	5	47,050	5	49,125	5	49,625	5	50,125	5	50,625
6	45,750	6	46,350	6	46,880	6	47,230	6	47,580	6	49,680	6	50,180	6	50,680	6	51,180
7	46,250	7	46,850	7	47,410	7	47,760	7	48,110	7	50,235	7	50,735	7	51,235	7	51,735
8	46,750	8	47,350	8	47,940	8	48,290	8	48,640	8	50,790	8	51,290	8	51,790	8	52,290
9	47,250	9	47,850	9	48,470	9	48,820	9	49,170	9	51,345	9	51,845	9	52,345	9	52,845
10	47,750	10	48,350	10	49,000	10	49,350	10	49,700	10	51,900	10	52,400	10	52,900	10	53,400
		11	48,850	11	49,530	11	49,880	11	50,230	11	52,455	11	52,955	11	53,455	11	53,955
		12	49,350	12	50,060	12	50,410	12	50,760	12	53,010	12	53,510	12	54,010	12	54,510
				13	50,590	13	50,940	13	51,290	13	53,565	13	54,065	13	54,565	13	55,065
				14	51,120	14	51,470	14	51,820	14	54,120	14	54,620	14	55,120	14	55,620
				15	51,650	15	52,000	15	52,350	15	54,675	15	55,175	15	55,675	15	56,175
						16	52,530	16	52,880	16	55,230	16	55,730	16	56,230	16	56,730
						17	53,060	17	53,410	17	55,785	17	56,285	17	56,785	17	57,285
						18	53,590	18	53,940	18	56,340	18	56,840	18	57,340	18	57,840
						19	54,120	19	54,470	19	56,895	19	57,395	19	57,895	19	58,395
						20	54,650	20	55,000	20	57,450	20	57,950	20	58,450	20	58,950
						21	55,180	21	55,530	21	58,005	21	58,505	21	59,005	21	59,505
						22	55,710	22	56,060	22	58,560	22	59,060	22	59,560	22	60,060
						23	56,240	23	56,590	23	59,115	23	59,615	23	60,115	23	60,615
						24	56,770	24	57,120	24	59,670	24	60,170	24	60,670	24	61,170
						25	57,300	25	57,650	25	60,225	25	60,725	25	61,225	25	61,725
						26	57,830	26	58,180	26	60,780	26	61,280	26	61,780	26	62,280
						27	58,360	27	58,710	27	61,335	27	61,835	27	62,335	27	62,835
						28	58,890	28	59,240	28	61,890	28	62,390	28	62,890	28	63,390
						29	59,420	29	59,770	29	62,445	29	62,945	29	63,445	29	63,945
						30	59,950	30	60,300	30	63,000	30	63,500	30	64,000	30	64,500
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		15.0%	10.0%	10.0%	8.0%	6.0%	3.0%	2.5%	4.2%	2.0%	6.5%						
\$35,000	1	5,250	3,500	3,500	2,800	2,100	1,050	875	1,470	700	2,275						
Increment / Year		\$75	\$50	\$50	\$40	\$30	\$15	\$13	\$21	\$10	\$33						
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		3	\$620	\$145	\$145	\$145	\$120	\$95									
		4	\$630	\$155	\$155	\$155	\$130	\$105									
		5	\$640	\$165	\$165	\$165	\$140	\$115									
		6	\$650	\$175	\$175	\$175	\$150	\$125									
		7	\$660	\$185	\$185	\$185	\$160	\$135									
		8	\$670	\$195	\$195	\$195	\$170	\$145									
		9	\$680	\$205	\$205	\$205	\$180	\$155									
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1. If the second (2nd) year of PPFP drops by more than \$50.00 per pupil weighted unit, the Board would have the right to reopen negotiations on salary only, if the board deems necessary.
2. The School Board reserves the right to hire above schedule when necessary.
3. New teachers may bring all years of experience to the Lisbon School District salary schedule at the discretion of the school board. (2011-12)
3. The salary schedule is understood to be based on a 184 day year (2010-2011).
4. BS32, BS40, MS, MS8, MS16 and MS24 lanes will receive annual increments beyond the salary schedule. To receive the increments the employee must meet the Salary Increment Requirements – Policy DBBB. (amended 2021-22)

SAVINGS CLAUSE:

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

POLICIES: All policies presented for first reading will be provided to LEA president (2015-16).

HEALTH INSURANCE: The District will offer policies based on what policies are provided through the current health insurance provider. Should the provider offer other plans not listed, negotiations will be re-opened on that issue only (2003-05)

- The District will contribute \$9538 as a fringe benefit toward each family plan; and \$4815 toward each single plan. (2021-22)
- The remaining premium cost for each of the medical plans will be deducted from the teacher's paycheck.

DISABILITY INSURANCE:

The District will provide a long-term group disability plan. (amended 1999-00)

PERSONAL LEAVE: (1974-75)

1. Each teacher would be allowed personal leave subject to the following conditions:
 - a) Not more than two (2) such days are to be earned each year. (amended 2007-08)
 - b) Days not used up in a given year can be carried on to the next year accumulating to a maximum of 4 days. (amended 2017-18)
 - c) Notification of intent to use personal leave must be made seven (7) calendar days prior to time of leave. Notification is to be made to the principal.
 - d) Principals are charged with the responsibility of obtaining substitutes.
 - e) No more than 6%, rounded up to the next whole number, of the district staff can be absent via personal leave on any given day. Supervision of activities and emergency leave will be taken into consideration and the administration will have discretion in allowing personal leave. These days are not to be taken on the first two weeks or the last two weeks of the school term, nor the day before a school holiday. In case of more applications for personal leave than can be accommodated, the decision is to be made on the basis of earliest application. Exceptions to these rules may be made at the Superintendent's discretion, only if a written request is submitted to the Superintendent at a minimum of 30 days prior to the leave days requested. (amended 2017-18)
2. Payment in the amount of current substitute teacher pay will be made for unused personal days up to a maximum of two (2) days, and will be included with the June 15th payroll. (amended 2015-16)

SICK LEAVE:

1. Ten (10) days annually, accumulative to one hundred twenty (120) days. (1982-83)

2. A total of five (5) days of sick leave per year may be used by the staff for immediate family illness. Immediate family would include spouse, parents of both, and children. These days are non-cumulative and are not in addition to the sick days that are allowed in the master contract. (amended 1995-96)
3. A payment in the amount of current substitute teacher pay will be made for days accumulated in excess of 120 days. The payment will be included with the September 15th payroll of that contract year. (amended 2015-16)
4. Certified staff leaving the Lisbon School System in good standing with 15 or more years of service to the Lisbon Public School District will receive payment of \$35 per day for unused sick days. (amended 2021-22)

EMERGENCY LEAVE:

When events of an extraordinary nature occur which require a teacher to be absent from the classroom it shall be at the discretion of the Superintendent to grant such leave, based upon his evaluation of the circumstances. The primary purpose of an emergency leave shall be for illness or death. (1986-87) (amended 2001-02)

1. Certified teaching employees will be granted two (2) days of emergency leave annually. This leave may accumulate to five (5) days. (amended 2017-18)
2. The maximum number of days emergency leave that may be granted an individual employee during one school term is five (5) days. (amended 2017-18)
3. Employees having accumulated five (5) days of emergency leave at the beginning of a school term may receive a maximum of five (5) days during the ensuing school term. (amended 2017-18)
4. In the event that a longer leave is needed the cost of the substitute shall be deducted from the salary of the teacher.
5. All emergency leave granted will require a signed statement (leave form) indicating the dates granted and specific reason for the emergency leave. This statement must be on file in the School District Business Office prior to receipt of pay for emergency days.

Examples:

- a) A qualified employee who has acquired four (4) days, used three (3) days during a school term would have three (3) days available for the next school term.
- b) A qualified employee who has acquired five (5) days during a school term and uses none (0) would have a maximum of five (5) days for the new school term.

SHORT NOTICE EMERGENCY DAY (2017-18)

When events of an extraordinary nature occur which require a teacher to be absent from the classroom with very short notice, he or she will have the ability to use one (1) day each year. This day is non-cumulative and is in addition to sick and personal days that are allowed in the master contract.

1. Notification to use this day is to be made verbally to the staff member's building Principal. If the Principal cannot be reached, then the staff member is to notify the Superintendent.

2. At the time of the notification, the staff member must inform the administrator that the Short Notice Emergency Leave day is being used. A staff member is not allowed to retroactively use this day to replace either a sick or personal day that had already been requested or used.

Examples:

- a) Daycare Closure
- b) Inability to travel due to extremely hazardous weather that reduces visibility to dangerous distances
- c) Occurrences that your peers would view as Acts of God

PAYMENT SCHEDULE:

Teachers may choose to be paid once or twice monthly over a twelve (12) month period. Those on twelve (12) installments will be paid on the fifteenth (15th). Those on twenty-four (24) installments will be paid on the fifteenth (15th) and thirtieth (30th). (1990-91)

TEACHERS FUND FOR RETIREMENT:

The District will pay the teachers assessment of 11.75% under Teachers Fund For Retirement Model 2 beginning July 1, 2014. (2013-14)

EARLY RETIREMENT: (1993-94) (amended 2/11/97)

The Lisbon School District will provide an early retirement incentive payment that includes:

- 1) Reimbursement for unused sick leave, and 2) a percentage of the difference between the retiree's salary and the base salary.

In order for a staff member to qualify for early retirement benefits, the staff member must have achieved the following criteria:

1. Been an employee of the Lisbon School District for ten (10) years or more.
2. Is eligible for receiving ND TFFR monthly benefits upon completion of the current school term, or has qualified under the "rule of 85" to receive monthly benefits once employment has ceased.

Early retirement is fully voluntary and no teacher shall be required or coerced to retire early under the provisions of this policy. All teachers who are eligible for retirement and who desire to do so, may make application. The Board of Education may not be able to approve all requests because of the availability of funds, excessive numbers of requests, or other factors, and therefore reserves the right of refusal.

It is understood that approval of an employee's application for early retirement will be made at the discretion of the School Board and the factors involved in granting the request may include consideration of the RIF policy currently in effect. If several staff members request early retirement during the same year, neither the age of the applicant, nor the date of the request will necessarily determine which applicant will be granted early retirement benefits.

Staff members who elect to avail themselves of this policy are personally responsible for determining what effect early retirement will have on their coverage under the Teacher's Fund for Retirement, Social Security, and any other programs for which they may be eligible for benefits.

Application for early retirement must be made to the Superintendent by February 1st of the school year immediately preceding the expected year of retirement.

Teachers who have retired early under these provisions may not seek employment as a classroom teacher in the Lisbon School District at a later date except that such teachers may be hired as substitute teachers at the current rate for substitutes.

In the event an employee applies for retirement and his/her application is denied by the School Board, no reduction in benefit will be imposed if the employee re-applies during the following school year and is granted early retirement.

Unused Sick Leave:

Payment of unused sick leave will be computed at the rate of thirty dollars (\$30) per day. (amended 2001-02)

This benefit will be included in the last payment of the final school year that the staff member is under contract.

Cash Payment: (amended 2001-02)

Acceptance of the employee's application for early retirement benefits will provide a cash settlement to the employee in the amount determined by a percentage of the difference between the base salary step and the employee's position on the salary schedule as of the start of the following school year. Extracurricular and extra-pay items will be excluded from the benefit.

<u>Year of Retirement</u>	<u>Reduction Factor</u>
First Year of Eligibility	100% of Incentive
Year of Eligibility +1 year	100% of Incentive
Year of Eligibility +2 year	100% of Incentive
Year of Eligibility +3 year	100% of Incentive
Year of Eligibility +4 year	50% of Incentive
Year of Eligibility +5 year	40% of Incentive
Year of Eligibility +6 year	30% of Incentive

Full or reduced benefits will be made in a cash payment to the retiree any time after January 1 of the new calendar year, but no later than April 15th of the new calendar year.

LEAVE OF ABSENCE:

The Lisbon School District may grant requesting teachers a leave of absence for personal reasons for a period not to exceed a fraction of a school term plus one (1) succeeding school term.

Staff personnel requesting the leave must do so in writing to the school board. The school board will make the decision to grant personal leave based on the recommendations of the administration. Except in the case of an emergency, requests must be made early enough to allow the administration an opportunity to seek a replacement before making a recommendation to the school board.

Personnel wishing to be reinstated as full-time teaching staff within the stated period of time shall not lose accumulated years of experience but will resume their position on the next level of the salary schedule from where they left. This leave is in addition to the annual days of personal leave that are included in the negotiated agreement.

Teachers currently on leave of absence shall notify the Superintendent on or before March 15th of their intent to return or not to return to their former position for the following school term. (1995-96)

LEAVE OF ABSENCE FOR EDUCATIONAL GROWTH:

The Lisbon School District may grant requesting teachers a leave-of-absence, for reasons of educational or professional growth, for a period of up to one (1) year. Personnel wishing to be re-instated as full time teaching staff within the one (1) year period shall not lose accumulated years of experience, but will resume their position on the next level of the salary schedule from where they left. Teachers wishing to return for employment must give written notice to the Superintendent by March 1st of the preceding school year. (Refer to policy DAGFC) (1990-91)

GRIEVANCE PROCEDURE AGREEMENT: (1974-75)

The Lisbon School Board, the Lisbon School Administrators, and the Lisbon Education Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the Lisbon School District. The parties do hereby further agree that in every employment relationship, grievance and dissatisfactions arise and a plan to assure the orderly presentation of suggestions to resolve dissatisfactions and redress grievances of both supervisory and teaching personnel is an important part of effective operation.

I. OBJECTIVES - the broad objectives of the grievance procedure

- a) To insure an opportunity of professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal.
- b) To reduce the potential area of conflict between professional staff members, administrators, and school boards.
- c) To encourage the freedom of effective communication through recognized channels between professional staff members, administrators and the school board.
- d) To encourage the resolution of complaints as near the point of origin as possible.
- e) To contribute to the development of improved morals and effectiveness of the professional staff through an increased understanding of the school policies which affect them.

II. SCOPE

A "grievance" shall mean a certificated employee or employees of the Local Association.

A "grievance" shall mean a written statement by a grievant that an alleged violation has occurred in one of the following:

- a) Interpretation or application of the terms of the negotiated agreement except as it applies to contractual compensation, i.e., salary, extracurricular pay, sick leave, maternity leave, personal leave, emergency leave and insurance (not excluded: nonpayment of moneys due of services rendered).
- b) Interpretation or application of Lisbon Public School rules or policy.
- c) Unfair or inequitable employee treatment.

III. PROCEDURES

Within twenty (20) working days of the time a grievance arises, the teacher shall first discuss his complaint with his principal by:

- a) Expressing his complaint in writing, directly or
- b) Requesting the Association Legal Grievance Committee representative to express the complaint of the aggrieved teacher in writing, directly, or;
- c) Appearing together with the Association Local Grievance Committee representative with the written complaint.

If the complaint refers to application or interpretation of grievable items, the principal shall give the Association an opportunity to state in writing at the time the grievance is first presented, the views of the Association. Within ten (10) working days the principal shall communicate his views to the aggrieved in writing.

If the aggrieved is not satisfied, he may follow steps 1, 2 or 3 in taking the written grievance to the Superintendent. Within ten (10) working days the Superintendent shall communicate in writing his views to the aggrieved.

Within fifteen (15) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the School Board. It shall be in writing and accompanied by copies of the decisions previously reached. Any material, allegation or remedy that was not previously presented is inadmissible.

Within fifteen (15) working days the School Board shall communicate its decision in writing to the aggrieved teacher.

If the grievance arises from an action of authority higher than the grievant's principal, the employee may present such grievance to the Superintendent.

Any hearing which may be held under this agreement shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

The School Board and the Education Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved (by the answer at the previous step).

The district trusts the credibility and judgement of the professional staff. Grades will not be altered unless the administrator can show documented evidence of an error in the formulation of the given grade and signed by the teacher and administrator. (amended 2021-22)

Teacher's Legal Rights

Nothing contained herein shall deny to any teacher his rights under State or Federal Constitutions and Laws.

No teacher shall use the grievance procedure to appeal any decision of the School Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.

Grievance Impasse Procedure:

1. Within thirty (30) days after receipt of the decision of the School Board, the Association Local Grievance Committee or the School Board, upon written notice to the other, may submit the grievance to the Mediation Board comprised of three (3) Lisbon School District residents; one of which will be selected by the School Board and the other by the Association. The third member of the Board will be mutually selected by the two appointed members, and become chairman.
2. It shall be the function of the mediators, after due investigation to transmit their findings and recommendations to the contending parties within twenty (20) days. If the issue is not then resolved, the mediation Board shall within ten (10) days thereafter make its findings and recommendations public.
3. The expenses of the mediators shall be shared equally by the School Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
4. The decision reached shall not become a part of any teachers personnel file.
5. School Board members, administrators, or teachers shall not discriminate against one another because of their rights under this grievance procedure.