NEGOTIATED AGREEMENT 2025-26 and 2026-27

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, 2027 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 one hundred sixty (160) days before the expiration date that it intends to renegotiate.

Dated at Lisbon, North Dakota this 22nd day of May, 2025.

President

President

Officer

LISBON SCHOOL BOARD

LISBON SCHOOL BOARD

Member

Т	BS		BS+16		BS+24		BS+32		BS+40		MS		MS+8		MS+16		MS+24		MS+32
0	47,500	0	48,100	0	48,450	0	48,800	0	49,150	0	51,100	0	51,600	0	52,100	0	52,600	0	53,1
1	48,080	1	48,680	1	49,030	1	49,380	1	49,730	1	51,705	1	52,205	1	52,705	1	53,205	1	53,7
2	48,660	2	49,260	2	49,610	2	49,960	2	50,310	2	52,310	2	52,810	2	53,310	2	53,810	2	54,3
3	49,240	3	49,840	3	50,190	3	50,540	3	50,890	3	52,915	3	53,415	3	53,915	3	54,415	3	54,9
4	49,820	4	50,420	4	50,770	4	51,120	4	51,470	4	53,520	4	54,020	4	54,520	4	55,020	4	55,5
5	50,400	5	51,000	5	51,350	5	51,700	5	52,050	5	54,125	5	54,625	5	55,125	5	55,625	5	56,1
6	50,980	6	51,580	6	51,930	6	52,280	6	52,630	6	54,730	6	55,230	6	55,730	6	56,230	6	56,7
7	51,560	7	52,160	7	52,510	7	52,860	7	53,210	7	55,335	7	55,835	7	56,335	7	56,835	7	57,3
8	52,140	8	52,740	8	53,090	8	53,440	8	53,790	8	55,940	8	56,440	8	56,940	8	57,440	8	57,9
9	52,720	9	53,320	9	53,670	9	54,020	9	54,370	9	56,545	9	57,045	9	57,545	9	58,045	9	58,5
10	53,300	10	53,900	10	54,250	10	54,600	10	54,950	10	57,150	10	57,650	10	58,150	10	58,650	10	59,
		11	54,480	11	54,830	11	55,180	11	55,530	11	57,755	11	58,255	11	58,755	11	59,255	11	59,
		12	55,060	12	55,410	12	55,760	12	56,110	12	58,360	12	58,860	12	59,360	12	59,860	12	60,
				13	55,990	13	56,340	13	56,690	13	58,965	13	59,465	13	59,965	13	60,465	13	60,
				14	56,570	14	56,920	14	57,270	14	59,570	14	60,070	14	60,570	14	61,070	14	61,
				15	57,150	15	57,500	15		. 15	60,175	15		15	61,175	15	61,675	15	62,
						16	58,080	16		16	60,780	16	61,280	16	61,780	16	62,280	16	62,
						17	58,660	17	59,010	17	61,385	17	61,885	17	62,385	17	62,885	17	63,
						18	59,240	18	59,590	18	61,990	18	62,490	18	62,990	18	63,490	18	63,
	1 1					19	59,820	19	60,170	19	62,595	19	63,095	19	63,595	19	64,095	19	64,
						20	60,400	20	60,750	20	63,200	20	63,700	20	64,200	20	64,700	20	65,
						21	60,980	21	61,330	21	63,805	21	64,305	21	64,805	21	65,305	21	65,
						22	61,560	22	61,910	22	64,410	22	64,910	22	65,410	22	65,910	22	66,
						23	62,140	23	62,490	23	65,015	23	65,515	23	66,015	23	66,515	23	67,
						24	62,720	24	63,070	24	65,620	24	66,120	24	66,620	24	67,120	24	67,
						25	63,300	25	63,650	25	66,225	25	66,725	25	67,225	25	67,725	25	68
						26	63,880	26	64,230	26	66,830	26	67,330	26	67,830	26	68,330	26	68
						27	64,460	27	64,810	27	67,435	27	67,935	27	68,435	27	68,935	27	69,
						28	65,040	28	65,390	28	68,040	28	68,540	28	69,040	28	69,540	28	70,
						29	65,620	29	65,970	29	68,645	29	69,145	29	69,645	29	70,145	29	70
\neg						30	66,200	30	66,550	30	69,250	30	69,750	30	70,250	30	70,750	30	71

BS32, BS40 and Master Lane(s) steps continue as long as Increment Requirements through Policy DCAAA (2015) are met. BS40 lane is only for those who were on it during the 2022-23 school year or attaining it by August 30, 2023.

EXTRA	CURRICUI	AR	SCHEDUL	E 2025-26:
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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						
		15.0%	10.0%	10.0%	8.0%	6.0%	3.0%	2.5%	4.2%	2.0%	6.5%						
\$37,000	1	5,550	3,700	3,700	2,960	2,220	1,110	925	1,554	740	2,405						
crement	Year	\$87	\$58	\$58	\$46.40	\$34.80	\$17.40	\$14.50	\$24.36	\$11.60	\$37.70						
\$580	based on salar	y schedule incr	ement												-		
HE FOLL (OWING ADV	ISORS WII	L BE PAID	BY THE SP	ONSORIN	G ORGANI	ZATION:				* Not includ	ed in X	C Costs				
	or Class A			\$10.00		O O I COAINI	LATION.				Hotimolad		3 00313				
	Conc.		Student	Senior	Junior	Prom	Soph.	Fresh.									
	Advisor		Council	Class	Class	Advisor	Class	Class									
Head	\$4,000	1	\$600	\$125	\$125	\$225	\$100	\$75									
Asst	\$2,600	2	\$610	\$135	\$135	\$235	\$110	\$85								\perp	
		3	\$620	\$145 \$155	\$145 \$155	\$245 \$255	\$120	\$95								\perp	
			\$630 \$640	\$155	\$155	\$255	\$130 \$140	\$105 \$115								\perp	
		5	\$650	\$175	\$175	\$205	\$140	\$125								+	<u> </u>
		7	\$660	\$175	\$175	\$275	\$160	\$135							-	+	
		8	\$670	\$195	\$195	\$295	\$170	\$145							+	+-	
		9	\$680	\$205	\$205	\$305	\$180	\$155				-			+	+-	
		10	\$690	\$215	\$215	\$315	\$190	\$165				-			+	+	
		11	\$700	\$225	\$225	\$325	\$200	\$175							1		
					mountiss	plit betwee	n the two a	dvisors (E	x. Base pa	y - two adv	isors would	receiv	re \$300 ea)				
			ss Advisor be paid fro		au Class F	unda										+	
The Two	2) Prom Ad	VISORS WIII	be paid ire	om the Jun	or Class F	unas.									-	+	
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							NTH CONT	RACT							+	+	
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2 5 3 5 4 5 5 5 6 5 7 5 8 5	50,160 50,740 51,320 51,900	2	50,180		40,000	0	50,300	0	50,650	0	52,600	0	53,100	0	53,600	0	54,100	0	54,6
3 5 4 5 5 5 6 5 7 5 8 5	50,740 51,320 51,900	2		1	50,530	1	50,880	1	51,230	1	53,205	1	53,705	1	54,205	1	54,705	1	55,2
4 5 5 5 6 5 7 5 8 5	51,320 51,900	2	50,760	2	51,110	2	51,460	2	51,810	2	53,810	2	54,310	2	54,810	2	55,310	2	55,8
5 5 6 5 7 5 8 5	51,900	3	51,340	3	51,690	3	52,040	3	52,390	3	54,415	3	54,915	3	55,415	3	55,915	3	56,4
6 5 7 5 8 5		4	51,920	4	52,270	4	52,620	4	52,970	4	55,020	4	55,520	4	56,020	4	56,520	4	57,0
7 5 8 5	E2 490	5	52,500	5	52,850	5	53,200	5	53,550	5	55,625	5	56,125	5	56,625	5	57,125	5	57,
8 5		6	53,080	6	53,430	6	53,780	6	54,130	6	56,230	6	56,730	6	57,230	6	57,730	6	58,
-	53,060	7	53,660	7	54,010	7	54,360	7	54,710	7	56,835	7	57,335	7	57,835	7	58,335	7	58,
9 5	53,640	8	54,240	8	54,590	, 8	54,940	8	55,290	8	57,440	8	57,940	8	58,440	8	58,940	8	59,4
	54,220	9	54,820	9	55,170	9	55,520	9	55,870	9	58,045	9	58,545	9	59,045	9	59,545	9	60,0
10 5	54,800	10	55,400	10	55,750	10	56,100	10	56,450	10	58,650	10	59,150	10	59,650	10	60,150	10	60,
		11	55,980	11	56,330	11	56,680	11	57,030	11	59,255	11	59,755	11	60,255	11	60,755	11	61,
		12	56,560	12	56,910	12	57,260	12	57,610	12	59,860	12	60,360	12	60,860	12	61,360	12	61,
		_		13	57,490	13	57,840	13	58,190	13	60,465	13	60,965	13	61,465	13	61,965	13	62,
				14	58,070	14	58,420	14	58,770	14	61,070	14	61,570	14	62,070	14	62,570	14	63,
_		_		15	58,650	. 15	59,000	15	59,350.	15	61,675	15	62,175	15	62,675	15	63,175	15	63,
		_				16	59,580	16	59,930	16	62,280	16	62,780	16	63,280	16	63,780	16	64,
		_				17	60,160	17	60,510	17	62,885	17	63,385	17	63,885	17	64,385	17	64,
_		+				18	60,740	18	61,090	18	63,490	18	63,990	18	64,490	18	64,990	18	65,
		+				19	61,320	19	61,670	19	64,095	19	64,595	19	65,095	19	65,595	19	66,
		+				20	61,900 62,480	20	62,250	20	64,700	20	65,200	20	65,700 66,305	20	66,200	20	66,
		+				21	63,060	21	62,830 63,410	21	65,305 65,910	21	65,805 66,410	22	66,910	22	66,805 67,410	21	67,
_		+				22	63,640	23	63,990	23	66,515	23	67,015	23	67,515	23	68,015	23	68,
		+			-	24	64,220	24	64,570	24	67,120	24	67,620	24	68,120	24	68,620	24	69,
_		+		_		25	64.800	25	65.150	25	67,725	25	68,225	25	68,725	25	69.225	25	69.
-		+		-	-	26	65.380	26	65,730	26	68,330	26	68,830	26	69,330	26	69,830	26	70,
+		+			-	27	65,960	27	66,310	27	68,935	27	69,435	27	69,935	27	70,435	27	70,
+		+		-	-	28	66,540	28	66.890	28	69,540	28	70,040	28	70,540	28	71,040	28	71,
+		+	-			29	67,120	29	67,470	29	70,145	29	70,645	29	71,145	29	71,645	29	72,
-		+		-		30	67,700	30	68,050	30	70,750	30	71,250	30	71,750	30	72,250	30	72,

EXTRA CURRICULAR SCHEDULE 2026-27:

PAYMENT SCHEDULE, AND TO SET AN APPROPRIATE SALARY FOR EACH OF THE ADDITIONAL POSITIONS.

XC BASE	Step	Head Coach, CC & HS	Asst Coach	Annual Adv.	Golf & Cheer Coach		Close-Up	MS AD	Science Fair Supv.	Drama 1 Act/Dist. Comp.	Speech Advisor						
		15.0%	10.0%	10.0%	8.0%	6.0%	3.0%	2.5%	4.2%	2.0%	6.5%						11
\$37,000	1	5,550	3,700	3,700	2,960	2,220	1,110	925	1,554	740	2,405						
Increment	/Year	\$87	\$58	\$58	\$46.40	\$34.80	\$17.40	\$14.50	\$24.36	\$11.60	\$37.70						
\$580	based on salary schedule increment																
THE FOLL	OWING ADV	ISORS WIL	L BE PAID	BY THE SP	ONSORIN	G ORGANI	ZATION:				* Not includ	ed in >	(C Costs	+			-
Increment	for Class A	dvisor& St	d Council:	\$10.00						11, 1							
	Conc.		Student	Senior	Junior	Prom	Soph.	Fresh.				_		-			
	Advisor	-	Council	Class	Class	Advisor	Class	Class									
Head	\$4,000	1	\$600	\$125	\$125	\$225	\$100	\$75									
Asst	\$2,600	2	\$610	\$135	\$135	\$235	\$110	\$85									
		3	\$620	\$145	\$145	\$245	\$120	\$95									
		4	\$630	\$155	\$155	\$255	\$130	\$105									
		5	\$640	\$165	\$165	\$265	\$140	\$115									
		6	\$650	\$175	\$175	\$275	\$150	\$125									1
		7	\$660	\$185	\$185	\$285	\$160	\$135									
		8	\$670	\$195	\$195	\$295	\$170	\$145									
		9	\$680	\$205	\$205	\$305	\$180	\$155									
		10	\$690	\$215	\$215	\$315	\$190	\$165							-		
		11	\$700	\$225	\$225	\$325	\$200	\$175							-		
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	ouncil may				nount is s	piit betwee	n the two ac	ivisors (E	x. Base pay	y - two advi	sors would	recei	ve \$300 ea)			
	(2) Prom Ad				or Class E	unde						_		-	_		-
THE TWO (Z) FIOIII Au	VISUIS WIII	ne haid ito	in the Juni	UI GIASS F	ulius.					-			-	+	-	-
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THE SCH	IOOL BOAR	D RESERVE	STHE RIG	HT TO ADD	POSITIO	VS TO THE	EXT RA CUI	RRICULAR								_	

- 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).
- BS32, BS40, MS, MS8, MS16, MS24 and MS 32 lanes will receive annual increments beyond the salary schedule. To receive the increments the employee must meet the Salary Increment Requirements – Policy DCAAA (amended 2023-25)
- 5. BS40 lane will only be utilized for those staff members who were on that lane during the 2022-23 school year, or attained the lane change by August 30, 2023 these staff members will be held harmless to the loss of this salary schedule lane. (2023-25).

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 \$10,875 as a fringe benefit toward each family plan; \$8000 toward Employee plus Children plan; and \$5475 toward each single plan. (2023-25)
- The remaining premium cost for each of the medical plans will be deducted from the teacher's paycheck.
- Those not electing to take the health insurance will receive a \$3504 tax sheltered annuity paid by the school
 district to any of the vendors approved and established by the Lisbon Public School's 403(b) plan. Payments will
 be pro-rated and paid monthly based on the employee's payment schedule. (2023-25)

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 three (3) such days are to be earned each year. (amended 2024-25)
 - b) Days not used up in a given year can be carried on to the next year accumulating to a maximum of 5 days. (amended 2023-25)
 - 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 1/184 of the current base 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 2023-25)

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. Payment in the amount of 1/184 of the current base 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 2023-25)
- 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)

PARENTAL LEAVE:

Paid parental leave for up to fifteen (15) consecutive days per year will be granted to each contracted employee within the first twelve weeks following the birth or adoption of a child. (2024-25)

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)

- 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.
- 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)

STAFF SUBSTITUTES:

Certified substitutes will be hired as substitute teachers whenever possible. In the event a certified substitute is not available to serve as a substitute, members of the school's teaching faculty may be used to take the place of a teacher or paraprofessional for short-term absences. If teachers (K-12) are called upon to substitute during their individual prep time (minimum of 40 minutes) for another teacher, they will be paid one seventh of current daily substitute pay. (2023-25)

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.

Year of Retirement First Year of Eligibility Reduction Factor 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 FOR PERSONAL REASONS:

The Lisbon School District may grant requesting teachers a leave of absence without pay for personal reasons for a period not to exceed a fraction of a school year plus one (1) succeeding school year.

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 of absences 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 without pay, 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)

GRADING AUTHORITY AND PROFESSIONAL JUDGMENT

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)

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.

- OBJECTIVES the broad objectives of the grievance procedure
 - a) To ensure 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 morale and effectiveness of the professional staff through an increased understanding of the school policies which affect them.

II. SCOPE

A "grievant" 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 *a*, *b*, or *c* 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).

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 be 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.