

KENSAL PUBLIC SCHOOL DISTRICT 19
AND
KENSAL EDUCATION ASSOCIATION



NEGOTIATED AGREEMENT

2025 - 2026

DURATION OF AGREEMENT

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The provisions of this agreement will be effective as of July 1, 2025 and shall continue and remain in full force and effective until June 30, 2026. Said agreement will be automatically renewed and continued in full force and effective for an additional period of one year unless the Board or the Association gives written notice to the other not later than 90 days prior to the expiration date, or any anniversary thereof, of its desire to reopen this agreement. The Board and the Association may mutually agree to reopen negotiations. In addition, both parties expressly recognize that negotiations on the terms of a successor agreement must take place at the request of either party providing proper notice is given. In witness thereof, duly authorized representatives of the Board and the Association hereunto set their hand and seal this 27th day of March 2025.

Association Representatives

Mackenzie Kleese
Laurie McKenzie

Board Representatives

Ryan Spitz
[Signature]

- A. ARTICLE XV – INSURANCE PROGRAMS – Remove Section 4
~~Teachers who are insured elsewhere can be compensated with 25% of a single policy amount to be placed in an annuity.~~
- B. ARTICLE XVI – LEAVES - Section 3 – Funeral Leave – Change wording to:
Funeral leave for other than the immediate family or other relatives will be at the discretion of the Superintendent *Administration.*
- C. ARTICLE XX – MAINTENANCE OF STANDARDS – Remove Section 2a –
~~On days in which teachers serve noon duty, they will be compensated by receiving their meal free of charge.~~

PREAMBLE

The School Board of the Kensal School District and the Kensal Education Association do hereby agree that the welfare of the children of the Kensal School District is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I – RECOGNITION

The School Board of the Kensal School District, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Kensal Education Association, hereinafter referred to as the Association, as the exclusive representative of all the certified personnel employed, or to be employed by the Board for the purpose of negotiations on matters of mutual concern.

The Association recognizes the Board as the elected representative of the people of the Kensal School District as the employer of the certified personnel of the Kensal School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern and will use professional and educational channels for appeal in the event of impasse.

ARTICLE II – PRINCIPLES

Section 1 – Attaining Objectives

Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of mutual concern.

Section 2 – Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications, and the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.

Section 3 – Representation

The Board and Superintendent shall determine means and methods of instruction, selection of textbooks and other teaching materials, the use of teaching aids, class schedules, hours of instruction, class size, teaching load, length of school year and the school calendar, and any other matters which affect or may affect the quality of the educational program. Association and teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.

ARTICLE III – PROCEDURES

Section 1 – Directing Requests

Request for meetings from the Association for negotiations or any other matter will be made directly to the Superintendent or his representative. Requests from the Superintendent or the Board or their representatives will be made to the president of the Association. Mutually convenient meeting dates shall be set until settlement has been reached. The maximum length of these meetings shall be one (1) hour. Both parties shall have the right to caucus for no more than twenty (20) minutes.

Section 2 - Meeting Composed of Members of the Association Negotiation Committee

Meetings composed of members of the Association Negotiations Committee, the Board, and the Superintendent, or their representative shall be called upon the request of any one of the parties. Requests for the meeting shall contain the reasons for the request. Teacher members of the committee shall be released from school duties to attend meetings. Meetings shall be scheduled to not interfere with school schedules.

Section 3 – Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberation.

Section 4 – Study Committee

The parties may appoint study committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration. The committee shall report findings to the parties.

Section 5 – Program Reports

Either party may issue periodic progress reports at any time.

Section 6 – Exchange of Information

The Association and the Board agree to furnish to each other, upon reasonable request, all available information as will assist them in developing intelligent, accurate, and constructive programs.

ARTICLE IV – AGREEMENT

When tentative agreement is reached, it shall be reduced in writing and when approved by the Association and the Board and signed by the parties, shall become a part of the official minutes of the Board. Such agreement shall constitute a modification of the Articles of this Agreement, and when necessary, provisions in the Agreement shall be reflected in individual contracts. This Agreement shall not discriminate against any members of the staff regardless of membership or non-membership in the Association.

ARTICLE V – MEDIATION AND APPEAL

By due process.

ARTICLE VI – ARTICLES

The salary schedule and policy statement, attached hereto in the form of Articles, are made a part of this agreement, and shall be negotiated in conformance with the dates listed in Article XXII and with the procedure outlined above.

ARTICLE VII – GRIEVANCE PROCEDURE

The Kensal School Board, the Kensal School Administration, and the Kensal Education Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional services to the children of the Kensal School District. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise. Constructive suggestions can often go unheeded and the Kensal School system is no exception. 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 the effective operation of the Kensal School system.

Section 1 – Objectives

The Board objectives of the grievance procedure for the Kensal School District shall be:

- a. To ensure an opportunity for professional staff members and administration 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, administration, and school boards.
- c. To encourage and assure the freedom of effective communication through recognition channels between professional staff members, administration, and school boards.
- d. To encourage the resolution of complaints as near the point of origin as possible.
- e. To contribute to the development and improved morals and effectiveness of the Kensal School professional staff through and increased understanding of the Kensal School policies which affect them.

Section 2 – Definitions

A grievance is a claim based upon an event or condition, which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy of the terms of this agreement.

A grievance evolves out of the manner in which a policy or any of the terms of this agreement have been interpreted.

Section 3 – Procedure Step One – (Informal)

A teacher with a grievance shall generally first discuss his/her complaint with his/her Principal or immediate superior by:

- a. Expressing his/her complaint directly to his/her Principal or immediate superior or,
- b. Requesting the Association's representative to express his/her complaint to this Principal or immediate superior for him/her, or
- c. Appearing together with the Association representative before his/her Principal or immediate superior for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations, or an administrative decision, the Principal or appropriate superior shall give the Association representative an opportunity to state the views of the Association. Within five (5) days the Principal or appropriate superior shall communicate his view to the aggrieved, to his representative, if any, and to any participating Association representation.

Before resolving the complaint, the Principal or the appropriate superior may consult the high level of administration for an opinion; also, the Association representative may consult the next higher level of the Association for an opinion.

If the aggrieved is not satisfied, he/she may then take or request that the complaint be taken to an appropriate higher level of administration or an appropriate higher level of the Association.

At any point in the above procedure, the aggrieved teacher, the Principal, or appropriate superior, or the Association representative may request that the complaint under consideration be

referred to a fact-finding committee and thus proceed directly to the more formal machinery set forth in Step Two of the grievance procedure.

Step Two – (Formal)

On proper written request, the Association's fact-finding committee hereafter referred to, as the Grievance Committee shall within five (5) days transmit the complaint in writing to the Superintendent.

The Superintendent or his designated representative shall then work with the Grievance Committee in a full good faith effort to seek and equitable solution.

A written copy of the proceeding of all meetings held concerning a given complaint under this step shall be furnished to the aggrieved teacher, to the Superintendent or his representative, to each member of the Grievance Committee, and the President of the Association.

The parties involved must resolve any complaint under consideration within ten (10) days after the Grievance Committee has transmitted the complaint to the Superintendent.

Step Three – (Formal)

If a solution acceptable to all parties concerned is not reached with ten (10) days after the Grievance Committee has transmitted the complaint to the Superintendent, the Superintendent or the Grievance Committee may institute binding grievance arbitration by requesting in writing to the Board and the elected officers of the Association.

Within ten (10) days after receiving a written request for binding grievance arbitration, the Board and the Association's elected officers shall, by following the procedure outlined in Section 1 – Article V of this Agreement, appoint a mutually acceptable neutral third party, free from influence by the parties involved, as an arbitrator. Within ten (10) days after his appointment, the arbitrator shall examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question, and submit his written recommendation to the school board and the elected officers of the Association for official confirmation. The arbitrator's recommendations shall be binding on all parties concerned.

The cost of arbitration shall be shared equally by the Board and the Association.

Section 4 – Disposition

All decisions reached under this grievance shall be filed with each school administrator and the Grievance Committee to be used as precedence for future complaints. Copies of the grievance proceedings shall not become a part of any teacher's personnel file.

School board members, administrators, or teachers shall not discriminate against one another because of the exercise of their rights under this grievance procedure.

ARTICLE VIII – TEACHER RIGHTS

Section 1 – Rights and Pretension in Representation

Pursuant to 15-38-1 of the North Dakota Century Code, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, to join the support of the Association and its affiliates for the purpose of professional negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of North Dakota, the Board agrees that it shall not directly or indirectly discourage or deprive any teacher the enjoyment of any right conferred by 15-38-1 or other law of North Dakota, or the Constitution of North Dakota or the United States; that it shall not discriminate against any teacher with respect to hours, salary, or any grievance, complaint or proceeding under the provisions of the Agreement or otherwise, with respect to any terms or conditions of employment.

Section 2 – Required Meeting and Hearings

Whenever any teacher is required to appear before the Board or its representative for any reason that could adversely affect the teacher's contractual status, salary, increments, or professional position, the teacher shall be notified in advance of such a meeting.

Section 3 – Evaluation of Students

The teacher shall have the exclusive right to grade and evaluate students within the grading policies of the school district. No grade evaluation shall be changed without the approval of the teacher.

Section 4 – Criticism of Teachers

Any question or criticism of a teacher or his/her methods by a Board member, Administrator, or supervisor shall be made in confidence, and not in the presence of students, parents, or at other public gatherings. Any question or criticism of the administration or board shall also be made in confidence.

ARTICLE IX – ASSOCIATION RIGHTS

Section 1 – Transacting Association Business

Duly authorized representative of the Association or its affiliates shall be permitted to transact official business on school property at all times provide that this does not interfere with or interrupt normal school operations.

Section 2 – Use of School Building

The Association shall have the right to use the school building at reasonable hours for meetings, provided that the Principal or Superintendent shall be notified in advance of the time and place of all such meetings.

Section 3 – Use of School Equipment

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Board may charge the Association a reasonable cost of any materials and supplies incident to such use.

Section 4 – Use of School Mail Service

The Association shall have the right to use the District's mail service and the teacher mailboxes for communication to teachers.

Section 5 – Exclusive Rights

The rights and privileges of the Association granted under the provisions of this Agreement shall be granted only to the Association for the duration of this Agreement and to no other organization.

ARTICLE X – TEACHER ASSIGNMENT

Section 1 – Assignment Areas

Assignment as designated by the Administration and certified by the State Department of Education shall be listed on the contracts as soon as possible or teachers will be told as soon as possible.

2020-2021 Negotiation representatives reiterated the importance of knowing what classes they are teaching as soon as possible.

Section 2 – Extra Curricular

Any assignments in addition to the normal teaching schedule during the regular school year and summer school sessions shall not be made without the consent of the teacher involved.

In the event the teacher will not accept any extra-curricular positions offered, other people may be hired at a salary established at the Board's discretion.

Section 3 – Credits

The Board will accept sixty-four (64) in-service hours and six (6) semester college credits to meet state accreditation requirements.

Section 4 – Previous Experience

Incoming teachers will be able to bring in six (6) years experience to the District.

Section 5 – Teacher Responsibility

The teachers will make every effort to stay in the room when the class is in sessions. The teachers shall not leave students unattended or unsupervised in classrooms or other activities.

Section 6 – Half-time Teacher

All benefits, excluding insurance, will be paid and administered according to the percentage (fraction) of teaching time. All insurance will be paid at the same rate as full time staff.

Part-time (less than half time) teachers will be granted one personal leave day per year not to accumulate.

ARTICLE XI – FAIR DISMISSAL PROCEDURES

By due process

ARTICLE XII – TEACHER WORKLOAD

Section 1 – Hours

Teachers are to be in school 30 minutes before school and are to remain in school 30 minutes after the students are dismissed for the day with exceptions to be granted by the Administration. Teachers are to remain for a period of time sufficient to attend to matters, which would properly require their attention at the end of the school day.

Teachers may leave after all students have left on the last day of the work week.

Section 2 – Class Load

Junior and senior high school teachers shall have no less than one (1) preparation period in a 7-period day. Assignment to a supervised study hall shall be considered a teaching period.

Section 3 – Deviation

There shall be no deviation from these standards except in an emergency. In the event of such an emergency, no teacher shall be assigned to a load beyond these standards without previous consultation among the teachers and administration.

Section 4 – PTO Attendance

The Board strongly recommends teachers attend PTO meetings.

ARTICLE XIII – TEACHER FACILITIES

Section 1 – Equipment

The Board agrees to make available to each teacher equipment suitable for the performance of teacher's responsibilities

- A. Beginning the school year 2020-2021, contracted teachers will receive a master key to access the school building.

Section 2 – Safety

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.

ARTICLE XIV – SALARIES

Section 1 – Method of Payment

Each teacher shall have the option of accepting his/her salary in 9, 10, 11, or 12 equal payments. Normal pay day will be the twenty-third (23) day of each month, except when a pay day falls on or during a school holiday, vacation, or weekend, at which time teachers will receive their checks on the first day preceding such holiday, vacation, or weekend. Final checks shall be paid on the last day of the school term when all work is completed and approved by the Superintendent.

Section 2 – Salary Schedule

- A. For the 2023-2024 school year the current Kensal teachers shall be placed on the appropriate level of the approved one-line salary schedule to commensurate with their teacher experience and level of educational credits. This schedule will also be used for hiring purposes.

\$500 for each year of experience and \$250 for each credit lane advancement

BS	BS +8	BS +16	BS +24	BS +32	BS +40	BS +48	MS	MS +12
\$43,000.00	\$43,250.00	\$43,500.00	\$43,750.00	\$44,000.00	\$44,250.00	\$44,500.00	\$44,750.00	\$45,000.00

- B. The teachers teaching three classes in their classroom at one time will receive \$2,000.00 to be divided by the number of periods with said class.
- C. The Board recognizes the contract year as 183 days.

Section 3 – Extra-Curricular

The extra-curricular activities are co-oped with Midkota and Griggs County. Activities can be found under the co-op negotiation contract.

YEARS OF EXPERIENCE:	0-1	2-3	4+
Annual Advisor	\$425.00	\$500.00	\$750.00
STEAM Advisor			
Tech Advisor			

Teachers will negotiate these individual activities with the School Board when negotiations are taking place of each year.

Section 4 – Teacher's Retirement

The School Board agrees to reduce each teacher's gross salary at the current state rate and to pay this amount as member assessments to the ND Teacher's Fund for Retirement as allowed by section 15-39-01-09 of the North Dakota Century Code and the Internal Revenue Code.

Section 5 – Covering Classes

Teachers shall be compensated at the same rate as a substitute to cover classes for other teachers.

Section 6 – Hard to Fill Positions

The Board may hire off the salary schedule for hard to fill positions for the school year.

ARTICLE XV – INSURANCE PROGRAMS

Section 1 – Types

The Board shall provide for all teachers' insurance protection in the form of group life insurance, health care insurance, and long-term disability insurance. The policies shall be based upon specifications mutually developed by the Board and the Association. The policies shall be attached to and become part of this Article.

Section 2 – Annual Coverage

The Board will pay 100% of a single plan, 50% of a family plan, or an equal dollar amount on a single plus dependent plan. The Board shall pay all the other premiums for each teacher to provide coverage for the full 12-month period. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted coverage.

A change in the long-term disability insurance from 90 days elimination period to a straight 30-day elimination period.

Section 3 – Notification of Teachers

The Board shall provide each teacher with a description of or a copy of all insurance coverage and policies that are attached to or a part of this Article.

~~Section 4 – Teachers who are insured elsewhere can be compensated with 25% of a single policy amount to be placed in an annuity.~~

ARTICLE XVI – LEAVES

Section 1 – Personal Sick Leave

Each teacher under contract for the regular school year shall be granted 10 sick leave days per year.

Sick leave is defined as illness, injury or medical appointment for teacher, teacher's spouse, children, parents, grandparents, or grandchild.

Sick leave shall be accumulative to 60 days. If a teacher who has accumulated 60 days sick leave becomes disabled, he or she will be granted up to 10 additional sick days if needed to stay at 60 days for insurance purposes. Teachers who have reached the maximum will not add the additional 10 days on to their new contract. Teachers that run out of sick leave will be allowed to borrow a maximum of 5 days from the next contract year. Teachers leaving the system with a sick leave deficit will pay for each deficit day at the rate of 1/183rd of the annual gross salary. Borrowed sick leave shall never accumulate beyond 5 days.

The District agrees to pay any teacher leaving the district \$50.00 a day for any unused sick days with a cap of \$1800.00.

Sick Leave Bank - Teachers may gift up to five (5) sick days per year to another teacher due to a catastrophic situation if said teacher's sick leave is depleted.

Section 2 – Emergency Leaves

In cases of serious illness or injury or surgery to a member of an employee's immediate family, or other tragedy that emotionally or physically prevents a teacher from fulfilling their duties.

An employee absent under this clause shall be compensated for lost time required to handle the immediate emergency situation.

Request for emergency leave shall be made to the Superintendent or to the administrator that is present in the building. Approval for emergency leave compensation shall be at the discretion of the Superintendent.

Those teachers who are out of accumulated sick days due to a catastrophic illness or emergency will have the amount of a substitutes pay deducted from their salary instead of having 1/183rd of their gross salary deducted from their check.

Period of emergency leave for which compensation is received shall be deducted from sick leave benefits.

Section 3 – Funeral Leave

Employees will be granted a maximum of five (5) days with pay for necessary time off from work due to each death in the immediate family, including spouse, children, parents, siblings, grandparents, grandchildren and in-laws.

For other relatives (uncles, aunts, first cousins, nieces, nephews), the teacher shall be allowed the day of the funeral.

Funeral leave applies equally to relatives whether by blood or marriage.

Funeral leave for other than the immediate family or other relatives will be at the discretion of the ~~Superintendent~~ Administration.

Periods of funeral leave for which compensation is received shall be deducted from sick leave benefits.

Section 4 – Personal Leave

Teachers will have three (3) days of personal leave with pay per year with Administration approval. The District pays the substitute.

There will be a registration/scheduling workday each year. The workday will be scheduled prior to the first day of school. The teachers will be compensated in the amount of one extra personal day. This will be the first personal day used by the teacher during the school year.

The District will pay each teacher at a rate of a substitute pay per day for each unused personal day at the end of each school term.

Section 5 – Parental Leave (Adoption, Foster Care)

A. A teacher making an application for Parental Leave shall inform the Kensal School Board in writing of intent to take leave at least three (3) months prior to commencement of the intended leave subject to the Board's right to waive the three (3) month provision in emergency situations.

a. If the reason for Parental Leave is occasioned by adoption or fostering, the adopting or fostering teacher will also provide, at the time of Parental Leave application, a statement as to the expected date of placement.

- B. Failure of a teacher to return pursuant to the determined under this policy shall constitute a voluntary resignation unless the Kensal School Board and the teacher mutually agree to an extension of leave.
- C. A teacher who returns from Parental Leave within the provisions of this policy shall retain previous experience credit for pay purposes. However, the teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for Parental Leave.

Section 6 – Professional Leave

Teachers will have three (3) days of professional leave with pay per year. This can be used for in-service or credit hours with Administrative approval. The District pays the substitute. Compensation will be made for transportation and expenses with administration approval.

ARTICLE XVII – PERSONAL AND ACADEMIC FREEDOM

Section 1 – Personal

The parties agree that the personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing his/her assigned functions. The Board expressly recognizes that a teacher has the right to support or oppose political candidates or issues as long as such activities are carried on outside the classroom.

Section 2 – Academic

The Board and the Association agree that academic freedom is essential to fulfillment of the purpose of the Kensal School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Teachers shall be guaranteed full freedom in classroom presentation and discussion and may introduce political, religious, or otherwise controversial material provided only that said material is relevant to the course content. Anything, which may be considered controversial, should be discussed with the Administration prior to presenting any material and final decision shall be made by the Administration.

ARTICLE XVIII – CLASSROOM CONTROL AND DISCIPLINE

Section 1 – Policy

The Administration with the Board approval shall be responsible for setting guidelines concerning discipline in school.

Section 2 – Assistance

When in the judgment of a teacher, a student is by his/her behavior, seriously disrupting the instructional program to the detriment of the other students; the teacher may exclude the student from the classroom. In such cases the teacher will furnish the Principal or immediate superior, as promptly as possible, the full particulars of the disruption either orally or in writing. In such cases, the Principal or immediate superior shall arrange, as soon as possible, a conference among himself, the teacher, and possibly an appropriate specialist, to discuss the problem and to decide upon steps for its resolution. In the event that the disruption constitutes cause for suspension of the student from school, such suspension shall follow a procedure that has been previously established by the Superintendent and the board and has been distributed at the beginning of the school year to students, teachers, and parents.

Section 3 – Legal Protection

Any case of assault upon a teacher doing his/her duty, either in or out of school, shall be promptly reported to the Board or the Superintendent. If any teacher is complained against, assaulted, or sued as a result of any action taken by the teacher while in the pursuit of his/her

employment, the Board will provide legal counsel and render any aid necessary to assist the teacher in his/her defense. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

Section 4 – Action on Complaint

No decision shall be made upon any complaint by a parent or a student directed toward a teacher, nor shall any notice therefore be included in said teacher's personnel file unless such matter is promptly reported to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XIX – BOOKS – INSTRUCTIONAL SUPPLIES

Section 1 – Principle

The Board will take into consideration, in the best interest of the students, as finances permit, and shall allocate sufficient funds to provide for the purchases and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quality and quantity to enable teachers to properly fulfill their responsibilities, and shall insure the delivery of such books, materials, and supplies at a time convenient and meaningful to their use. Teachers purchasing material and/or supplies with the advance approval of the Principal or immediate superior shall be reimbursed upon submission of an appropriate receipt of purchase.

ARTICLE XX – MAINTENANCE OF STANDARDS

Section 1 – Conditions of Employment

All conditions of employment including, but not limited to teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions, shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved as required by the expressed provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive teachers of any professional advantages, heretofore, enjoyed unless expressly stated in the terms of this Agreement.

Section 2 – Duty-free Noon Hour/Playground Supervision

The Board will do all in their power to insure a duty-free noon hour for the elementary teachers.

- a. ~~On days in which teachers serve noon duty, they will be compensated by receiving their meal free of charge.~~

Section 3 – Lane Changes

If an employee completes the necessary credits for advancement to a higher level, he/she will be issued a new contract reflecting the higher increment. Notification of such a change must be received and completed proof of credits prior to the beginning of the school year to be applicable.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

Section 1 – Understanding

The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties involved in the amendment. The amendment will be written and attached to and made a part of this Agreement.

Section 2 – Board Policy

This Agreement constitutes Board policy for the term of said Agreement and shall be incorporated into and is considered part of the established policy of the Board.

Section 3 – 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 shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses remain in full force and effect for the duration of this Agreement.

Section 4 – Copies

Copies of this Agreement shall be printed at the expense of the Board within 30 days after the Agreement is signed and shall be presented to all teachers now employed or hereinafter employed.