

LEMMON SCHOOL DISTRICT #52-4
AND
LEMMON EDUCATION ASSOCIATION

NEGOTIATED AGREEMENT

For

~~2023 -- 2024~~ 2024-2025

Approved

April 10, 2023

TABLE OF CONTENTS

Comprehensive Agreement	3
Contract Provisions	3
Witnessed	3
Professional Negotiations	3
Leave	5
Sabbatical Leave	5
Sick Leave	5
Maternity Leave	6
Adoption Leave	6
Personal Leave	6
Family Medical Leave Act	6
Jury Duty	6
Teaching Day	7
Personnel Files	7
Staff Evaluation	7
School Calendar	7
Reduction in Force	7
Grievance Procedure	8
Financial Considerations	8
Medical insurance	8
Retirement Benefits	8
Athletic Events	9
Travel Allowance	9
Teaching Assignments	9
Breach of Contract	9
Placement on Salary Schedule	10
Salary Payments	10
One Year Agreement	10
Extra-Curricular Salary Schedule	10
Document Authorization	11

COMPREHENSIVE NEGOTIATED AGREEMENT

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This ~~Comprehensive Negotiated~~ Agreement is entered into this **10th day of April 2023**, by and between the Lemmon Education Association, hereinafter called the "Association", as the sole and exclusive representation of all teachers in Lemmon School District 52-4 of Lemmon, South Dakota; and the Lemmon School District 52-4 of Lemmon, South Dakota, acting by and through its duly elected Board of Education, hereinafter called the "Board".

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CONTRACT PROVISIONS

~~The negotiated agreements between the School Board and the Lemmon Education Association are considered part of the teaching contract. Throughout the agreement state statute has been referenced by number for convenience. Such references are not intended to expand the scope of negotiations and the parties acknowledge that in the event of a conflict, applicable statute, regulation, and law shall govern.~~

~~If any provision of this Negotiated Agreement or any application of procedural policy to an, teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.~~

WITNESSETH

Whereas, the Board has statutory obligation, pursuant to SDCL 3-18 to negotiate with the Association as the representative of its certified personnel with respect to rates of pay, wages, hours of employment, or other conditions of employment, and whereas, the parties have reached certain understanding which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

PROFESSIONAL NEGOTIATIONS PREAMBLE

~~THIS NEGOTIATED AGREEMENT ("Agreement") is made and entered into by and between the Lemmon School District #52-4 ("District") and the Lemmon Education Association ("Association").~~

~~The Board of Education of District 52-4, Perkins County, State of South Dakota, hereinafter referred to as the "Board", and the Lemmon Education Association, hereinafter referred to as the "Association", recognize that the ultimate aim of the Lemmon Public Schools is to provide the best educational opportunities possible for the children and the youth of the district. Attainment of these educational objectives, which is a joint responsibility of the Board, the administration and the supervisory staff, and the professional teaching personnel, requires Association participation in the conditions of employment.~~

~~To promote the utilization of the specialized abilities, experience and judgment of the teaching profession and all parties sharing responsibilities for the quality of instruction in Lemmon School District 52-4, the Board of Education and the Association do hereby adopt by resolution the following:~~

I. DEFINITIONS (As used in this agreement)

- ~~A. BOARD shall mean the Board of Education of the school district.~~
- ~~B. SUPERINTENDENT shall mean the Superintendent of Schools for the school district.~~
- ~~C. ASSOCIATION shall mean the majority group of certified personnel referred to in Recognition Section III of this agreement.~~
- ~~D. JOINT NEGOTIATION COMMITTEE shall mean the committee composed of three representatives as designated by the Association and three representatives as designated by the Board.~~
- ~~E. ASSOCIATION REPRESENTATIVES shall mean the members of the Joint Negotiation Committee selected by the Association.~~

~~F. PROFESSIONAL NEGOTIATION is an orderly process through which teachers, administrators, and the Board of Education cooperatively discuss and develop proposed conditions of employment.~~
~~G. CERTIFICATED PERSONNEL shall mean professional individuals certified and regularly employed by the Board of Education.~~
~~H. CONSULTANT shall mean a resource person qualified by training and experience to advise on problems being considered by Joint Negotiation Committee. Said consultant may or may not be an employee of the Board and may be called upon by either party.~~
~~I. CONCILIATOR shall mean a qualified person who seeks to assist in the resolution of disagreements.~~

~~II. PRINCIPLES~~

~~The process described in this agreement is dependent on mutual understanding and cooperation. It therefore requires a free and open exchange of view with all parties participating in discussion.~~

III. RECOGNITION

The Board recognizes the Lemmon Education Association as the representative of certificated-certified personnel employed as teachers of the district represented on the Joint Negotiation Committee.

There is continuous recognition of the Lemmon Education Association bargaining team since November 1985. This recognition will be continuous until challenged by governmental agency, labor or employee organization or employees, pursuant to SDCL 3-18-5. The Association shall recognize the Board as elected representatives of the people. The Association shall also recognize the legal authority of the Board and the responsibilities of the Superintendent for the operation of the district school system.

II. TERM AND DURATION

This one-year agreement shall be effective for the 2024-2025 contract year. The terms of this Agreement shall remain in full force and effect from year to year until they are superseded by an agreement of the parties.

III. PROCEDURES

A. ORGANIZATION:

The Superintendent shall notify the Association after the November Board meeting of the Board's intent to negotiate, giving due notice of time and place no later than March 1st. The purpose of this meeting shall be for the election of a chairman and vice-chairman from the Joint Negotiation Committee membership and for making agreements for clerical assistance and handling of administrative details. Agenda items may be submitted at this meeting if both parties are ready to proceed.

Additional meetings shall be agreed upon by the Joint Negotiation Committee as may be necessary to complete consideration of agenda items as promptly as practical. All members of the committee shall receive timely notices of each meeting with a statement of its proposed agenda. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives or released time shall be made available.

The minutes of each meeting shall be prepared and made available to the Joint Negotiation Committee for review and appropriate action.

B. REOPENING NEGOTIATIONS:

Negotiations may be reopened for additional agenda items by mutual consent of the Board and Association.

~~C. ASSISTANCE:~~

~~Consultants may be called upon by either party for advice and information on matters being considered by the Joint Negotiation Committee.~~

~~D. STUDY COMMITTEES:~~

~~The Joint Negotiation Committee may appoint ad hoc study committees for research, study and development of reports; such committees shall report their findings only to the Joint Negotiation Committee.~~

~~C.E.~~ EXCHANGE OF INFORMATION:

The Board and the Association agree to cooperate in collecting and sharing such information as will assist both parties in developing intelligent, feasible and constructive proposals.

IV. AGREEMENTS

When a substantive agreement is reached by the Joint Negotiation Committee, it shall be made in writing and submitted to the Association for consideration and recommended to the Board for consideration.

VI. AMENDMENT

Either party desiring changes to the negotiation procedure shall notify the other party and the chairman of the Joint Negotiation Committee in writing. Proposed amendments to this procedure shall become agenda items, but will constitute a revision of procedures only upon adoption by the Board.

LEAVE

SABBATICAL LEAVE

The Board of Education may grant a teacher one year of Sabbatical leave for further schooling if:

1. The advanced study is in the teacher's current teaching assignment field or to meet the school's applicable needs.
2. A suitable replacement can be found.
3. The proposed program of study, including courses to be taken, be submitted at the time of request and approved by the administration.

No extension shall be granted. The teacher will return to their position based on their pay when they took the year of sabbatical. A sabbatical will not guarantee an identical position. (I.e. position used to be 4th grade and now it is a 4th-5th grade combination room) A sabbatical will not shelter the individual from the list of staff members in the event of a reduction-in-force issue.

Teachers shall notify the board in writing of their intent to return to their position by March 15th of the year of leave. Failure to do so indicates rejection of contract for the following year.

SICK LEAVE

The Board of Education shall grant ten (10) days of sick leave per year to all certified employees. Employees may accumulate no more than 125 days of sick leave. There may be unlimited accumulations of such sick leave for those employed before the 1986-1987 school year. Those starting employment as of 1986-87 will have an accrual limit of one hundred twenty-five (125) days.

Sick leave may be taken for personal illness as well as for death or illness in the immediate family in one-hour increments (rounded up to the nearest hour). Immediate family is will be defined as: husband, wife, the employee's and their spouse's mother, father, brother, sister, children, aunts, uncles, grandparents, and grandchildren.

No more than three (3) days of sick leave may be used for death and five (5) for illness in the immediate family. Ten days of sick leave may be used in the case of the death of a spouse and/or child. Five days may be granted

for illness in the immediate family per year. In all cases, additional days may be granted upon approval by the administration. These limits are on a per instance basis.

Employees are required to notify immediately their supervisor or principal of their need to take sick leave. The Superintendent is authorized to require medical proof of validity of certification of illness if more than four (4) consecutive days are used.

If ~~proof is invalid~~ medical certification is not provided upon request by school administration, the teacher's pay shall be deducted by the number of days taken at the rate of 1/number of contract days X teacher's salary. Unearned sick leave shall be deducted as a contract deduction from the teacher's final paycheck at the rate of 1/number of contract days X teacher's salary. Each teacher shall file a ~~notification of use of~~ sick leave form with the Business Manager for all requests for sick leave.

In the event a teacher has used all accumulated sick leave, that teacher shall be allowed to utilize additional days chargeable to the sick leave of such other teacher or teachers as may consent in writing.

Employees who accrued five (5) years of consecutive service at the District and who voluntarily resign, will be paid for unused sick days at a rate of \$15.00 per day up to a maximum amount paid of \$1,125. An employee of the certified staff who has accrued five (5) years of consecutive service in the Lemmon School District and leave the district due to retirement, career change, or acceptance of another job, any unused sick leave will be paid to the employee. The rate is \$15.00 per day up to a maximum of \$1,125.00.

MATERNITY LEAVE

Maternity leave of absence, not to exceed one year, may be granted to teachers on written application to the Superintendent. ~~A teacher who becomes pregnant shall notify her principal in writing as to whether she wishes to terminate her employment, apply for a maternity leave of absence, or continue to work as long as a doctor agrees she is able.~~

Such maternity leave shall be without pay unless the teacher chooses to use their accumulated sick leave or personal leave.

SICK LEAVE CREDIT EARNED FOR MATERNITY/PATERNITY LEAVE OR LONG-TERM SICK LEAVE

~~Certified staff who are on approved maternity/paternity leave or other approved long-term sick leave may receive an allowance of up to four hours of sick leave credit per week for hours worked during leave which may be applied to the approved leave. The certified staff member must submit documentation of hours to the Superintendent for approval before credit is granted. The staff is offered an allowance of up to four hours credit towards the sick leave per week to apply to approved maternity/paternity leave or other approved long-term sick leave based upon documented hours. Long term sick leave is defined as five weeks or more of consecutive sick leave.~~

ADOPTION LEAVE

A teacher is entitled an application to use accumulated (but not borrowed) sick leave of not to exceed twenty (20) days for the purpose of meeting bona fide requirements for adoption of a minor. The adoption cannot be for a child of the teacher's spouse who the teacher is adopting, not the child of the teacher's spouse; provided, ~~n~~ No sick leave is authorized if the teacher's spouse is entitled to and granted paid leave by the employer of such spouse for ~~such the~~ purposes of the adoption.

PERSONAL LEAVE

The Board shall grant four (4) days per year paid personal leave to the professional-certified staff. At the discretion of the administration additional unpaid days may be granted. All personal leave must have prior approval by the administration.

If a professional-certified staff member does not use his/her personal leave, the certified staff memberhe/she will be paid \$100.00 per day for each personal day not used at the end of the school year. The Board shall pay for up to three personal days that are not used by the teacher. This payment will be made along with the June payroll.

~~FAMILY MEDICAL LEAVE ACT~~

~~The board would allow the certified staff to use their sick leave, personal leave, and any vacation leave accrued and then the 12 weeks of unpaid leave under the Family and Medical Leave Act (FMLA) of 1993 for the reasons as stated in the FMLA of 1993. The District would pay the school's agreed upon portion of the premium for the group medical insurance coverage provided by the district during the time the employee is on unpaid leave under the FMLA of 1993.~~

JURY DUTY

In the event an employee of Lemmon School District 52-4 is called to jury duty or court subpoena, such employee will be paid his regular salary minus compensation he receives for such jury duty. Mileage and per diem payments shall not be classified as compensation.

TEACHING DAY

A. All teachers shall be required to report to duty at 7:45 a.m. each school day and 8:00 a.m. on in-service/teacher work days unless otherwise notified by the administration. A teacher's work day shall end at 4:15 p.m. on scheduled school days except on Thursdays, days of emergency dismissal, or days preceding holidays or vacations, the teacher's day shall end when the pupils are dismissed. The Friday workdays end times will be determined by the administration.

Teachers will be allowed to switch one Friday work day with a non-Friday work day with approval of the administration per each school calendar year.

B. All teachers shall be provided a preparation period of at least one total hour per day. ~~(The time may not be consecutive).~~ The administration will be directed to attempt to arrange this to the utmost of their ability and resources.

C. If a teacher is requested to provide service by ~~his-the teacher's~~ supervisor for more than ½ of his preparation period, ~~he-the teacher~~ shall receive additional compensation at the rate of \$20.00 per hour. The employee must complete a voucher and submit the voucher to the business manager for compensation.

PERSONNEL FILES

The Superintendent is responsible for keeping on file a copy of the teacher's evaluation, correspondence with respect to job performance, correspondence attached to the teacher's evaluation with respect to job performance, letter of application (employment examination), confidential references, transcripts and any material deemed by the superintendent to be in reference to the job performance of ~~on~~ every member of the certified staff actively employed. These files shall be closed to examination by anyone other than the administration, School Board, and teacher except with the consent of the teacher involved.

STAFF EVALUATION AND SCHOOL CALENDAR

The administration will consult with the staff members on changes to the evaluation form and the school calendar. Prior to implementation, the evaluation instrument must be adopted by the Board of Education. If the adopted calendar is modified by the Board of Education during the school year when said calendar is in effect, to add more work days, teachers will be paid their average daily rate of pay for each additional day. The school calendar is effective on the first day of in-service as indicated on the calendar approved by the Board of Education and as listed on the teacher contract.

REDUCTION IN FORCE

The School Board shall have the sole right to determine the necessity for and scope of a reduction in force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity. This determination shall not be arbitrary or capricious. If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given any notice as may be required by law.

As used herein, "adaptability" shall be understood to include a teacher's ability to conform to and accommodate the School District's needs as to curriculum, financial needs and extracurricular activities as determined by the School Board. A teacher certified in multiple areas of certification is more adaptable than a teacher meeting only minimum certification requirements.

The selection of the teacher(s) to be non-renewed because of reduction in force shall be made in accordance with the following criteria:

1. Attrition, including retirements and resignations, shall be relied on to the extent possible.
2. When attrition is not sufficient to alleviate the necessity for reduction in force, then the policy of this District shall be to retain those teachers with the greatest adaptability, to meet the present and future staffing and educational needs of the District.
3. When two teachers within the same area of certification are deemed to be of equal adaptability to meet the present and future staffing needs of the District, then the teacher with the superior academic and professional preparation beyond minimum certification requirements in his or her teaching field shall be retained.
4. When two teachers are deemed to be of equal adaptability and have equal academic and professional preparation within their teaching fields, then the teacher who has taught in this District for the greater period of time shall be retained.

GRIEVANCE PROCEDURE

The grievance policy and procedure followed will be the one adopted by the Lemmon School District 52-4.

FINANCIAL CONSIDERATIONS

MEDICAL INSURANCE

The Lemmon School Board will contribute \$6,600.00 ~~beginning with the 2022—2023 school year~~ towards the group medical insurance premium per employee enrolled in the group medical insurance that is offered by the Lemmon School District. The part-time certified staff will receive the group insurance benefit prorated according to their contract. To receive the benefit, the employee must be enrolled in the group medical insurance offered by the District. No cash payments will be made.

~~Benefit Explanation—~~

- ~~1. Each employee that is enrolled in the group medical insurance offered by the Lemmon School District will receive up to \$6,600.00 contributed towards the cost of their group medical insurance premium.~~
- ~~2. The employee must be enrolled in the group medical insurance offered by the Lemmon School District. No cash payments will be made.~~
- ~~3. The Lemmon School Board will contribute \$6,600.00 beginning with the 2022—2023 school year of the group medical insurance premium per employee enrolled in the group medical insurance that is offered by the Lemmon School District. The part-time certified staff will receive the group insurance benefit prorated according to their contract.~~

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4. ~~_____ The part-time certified staff enrolled in the Lemmon School group medical insurance will have pro-rated coverage according to the percentage as listed in their contract.~~

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Example of Benefit:

If a husband and wife are both employed by the Lemmon School District and are enrolled in the group medical insurance offered by the District, each employee will receive the medical insurance benefit up to \$6,600.00 contributed towards the cost of their group medical insurance whether they have the family coverage, the employee and spouse coverage, the employee and children or each have the single coverage. However, the employees will not receive a medical insurance benefit which is greater than the premium for the policy that they have selected.

RETIREMENT BENEFIT

The Board shall provide for an insurance benefit to all professional staff members who retire from the Lemmon School District. Any professional staff member that is currently employed during the 1993-1994 school year and in future years is eligible for this benefit. The professional staff must meet the following criteria to be eligible for this benefit:

- a. Professional staff member must have completed 15 years of consecutive service in the Lemmon School District.
- b. Professional staff member must be participating in the Lemmon School District group health insurance plan upon retirement.
- c. Professional staff member shall provide the Business Manager with documentation that he/she has retired and are receiving benefits from the South Dakota Retirement System.
- d. Professional staff member's eligibility for the COBRA Retirement Benefit as listed below will end at age 65.

Effective July 1, 2015:

e. The professional staff members retiring from the Lemmon School District may select the COBRA group medical insurance coverage upon retirement. The Board will contribute up to \$700.00 per month towards the COBRA family, employee and spouse coverage, the employee and children, or single group medical insurance COBRA premium for a period of up to 18 months. The professional staff member must contribute the remaining premium balance.

ATHLETIC EVENTS

An employee will be paid \$25.00 for each varsity or junior high athletic event at which they are assigned for the sale of and collection of tickets.

TRAVEL ALLOWANCE

Members of the staff will be reimbursed for travel, lodging and meals during professional development trips. Coaches will be reimbursed for meals only if they are on an overnight trip. Travel and lodging will be reimbursed at actual costs as approved by the administration. Meals will be reimbursed at actual costs up to the state rate and receipts for the meals must be provided to receive reimbursement. Meals provided are not reimbursable. This would include, but not be limited to, hot breakfast provided at the hotel, meals included with conferences, and hospitality rooms that provide hot meals.

TEACHING ASSIGNMENTS

Change in Teaching Assignments

The Board reserves the right to make changes in the teaching assignments of certified personnel. Teaching assignment refers to the area in which a teacher is assigned. A change in a teacher's schedule will not be considered a change in teaching assignment. Also, if changes need to be made after August 1 of the same school year, the employee will be compensated at a rate of \$700.00 for a complete change of the teaching assignment, or if just one class is changed at the high school level, they would be compensated at 1/7 of the amount. Examples: If an elementary grade level change is made after the above date, the full payment would be made. If a high school teacher is moved from one class into teaching another class for one period (after the cutoff date), they would be compensated \$100.00 for the time to prepare for the class.

BREACH OF CONTRACT

In the event ~~the party of the first part a certified teacher~~ does not fulfill his or her contract, ~~the Association, the Administration and the Lemmon School Board being aware of the difficulty in attempting to fix actual damages,~~ all parties agree to liquidated damages occurring after the date the contract has been signed and turned in to the Business Manager. Such amounts are as follows: liquidated damages in the amount of \$1,000.00 between the date of board approval of the contract and May 31st, liquidated damages in the amount of 7% of the negotiated base salary as listed in the Negotiated Agreement between June 1st and July 1st, and liquidated damages in the amount of 10% of the negotiated base salary as listed in the Negotiated Agreement after July 1st.

Unless there remains sufficient unpaid salary to offset, teacher shall tender a ~~cashier's~~ check for the full amount of liquidated damages, described herein, with tender of resignation. Failure of a teacher to pay the agreed upon liquidated damages within thirty (30) days of breach may result in the Board reporting the teacher to the South Dakota Professional Teachers Practices and Standards Commission as requesting the suspension of the teacher's certificate for one year pursuant to state statute as well as a claim for liquidated damages. The District and employees agree the amounts specified for liquidated damages are fair and reasonable damages for breach of contract as specified by SDCL 53-9-5. The board reserves the right in its sole and unlimited discretion to consent to termination of contract and to waive any and all damages.

PLACEMENT ON THE SALARY SCHEDULE

All employees covered by this Agreement will be placed on this salary schedule. Base salary for 2024-2025 school year will be \$ _____ for a Bachelor's Degree and will be \$ _____ for a Master's Degree. A certified staff member who earns their Master's Degree after June 1, 2017 will earn a \$3,200 raise to their base salary or start at the Master's Degree base salary, whichever is greater.

2023 - 2024	Bachelor Degree	Master Degree
Base Salary	\$ 45,350.00	\$ 48,450.00

~~All certified staff members employed in the 2021 — 2022 school year will receive an increase of \$1,000.00 on their teaching salary for the 2022 — 2023 contract. Clarification: This increase for the 2022 — 2023 contract will remain on their teacher salary but will not be added to the beginning base salary for the Lemmon School District.~~

~~A certified staff member who earns their Master Degree after June 1, 2017, will earn a \$3,200.00 raise to their base salary or start at the Master Degree Base, whichever is greater.~~

~~The Year of Experience step would begin with the staff employed during the 2018 — 2019 school year and continuing employment to the 2019 — 2020 school year and would not be retroactive to the date of first employment. Staff new to the district beginning with the 2019 — 2020 school year would not receive this increase with the first contract, but with the first continuing contract for the 2020 — 2021 year.~~

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~~Teachers employed in the 2020 — 2021 school year would receive an increase for experience beginning with the contract for the 2021 — 2022 school year in the amount of \$400.00 for the Bachelor Degree and \$600.00 for the Master Degree.~~

SALARY PAYMENTS

All teachers shall be paid on a twelve-month basis. Checks will be issued on the 20th of every month or if the 20th falls on a Saturday, Sunday or Monday holiday, the checks will be issued on the preceding Friday if they are available.

Exception to the 12 month salary payments: The year a teacher is retiring from the Lemmon School District and upon providing the Business Office the proper documentation and completing the teacher checkout with the administration, the staff member may receive their remaining salary by May 30th of that year.

If the staff member fails to provide proper documentation or has not properly completed the teacher checkout with the administration, the remaining salary payment will be paid in either June or July of that year according to the date of approved teacher checkout.

ONE-YEAR AGREEMENT

~~The Negotiated Agreement will be a one-year agreement with the teacher contracts issued for a one-year term.~~

EXTRA-CURRICULAR SALARY SCHEDULE

Attached is the Extra-Curricular Salary schedule effective with the contracts beginning with the 2023 – 2024 school year.

The weight room monitor position is a full year position with the expectation of the weight room being open 5 days per week. If multiple staff are monitoring the weight room, the extra duty salary will be split among the staff according to the number of days as scheduled with the Activity Director. This extra duty position will be reviewed after the 2023 – 2024 school year.

The concessions stand advisor will be 3 positions. Each advisor ~~would~~will be assigned a class (sophomore, junior or senior). The advisor ~~would~~will make sure all students are signed up to work the concessions stand and work the concession stand with those students. The three advisors ~~would~~will work together in regard to inventory of concessions supplies and ordering. If the three advisors choose to have one of the advisors coordinate and place all the orders, an additional \$300.00 ~~would~~will be added to that concession advisor salary for those duties.

NONDISCRIMINATION

The Board and the Association shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

JOINT PREPARATION AND CONSTRUCTION

This Negotiated Agreement is the product of a collectively-bargained negotiation, and all parties have cooperated in the drafting and preparation of the Agreement. Thus, this Negotiated Agreement should not be construed for or against any party.

SAVINGS CLAUSE AND SEVERABILITY

If any article, section, or clause of this Agreement is found to be in conflict with law or declared illegal by a court of competent jurisdiction, the article, section, or clause, as the case may be, is automatically deleted from this

Agreement to the extent that it violates the law. The remaining articles, sections, and clauses must remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

LEMMON EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

LEMMON BOARD OF EDUCATION

By _____
President

By _____
Secretary