

# **NEGOTIATED MASTER AGREEMENT**

## **EMPLOYMENT POLICY**

**2021-2023**

### **Experience**

The Larimore School District will give up to ten (10) years of credit for actual years of experience in the educational profession for elementary and/or secondary experience to determine placement on the salary schedule. This is effective for the incoming teachers with a bachelor's degree or higher beginning with the 1991-1992 school year. This change is not retroactive for teachers hired prior to the end of the 1990-1991 school year.

### **Base Salary**

It is agreed that the base salary for the 2020-2021 school year shall be \$40,250 and the base salary for the 2022-2023 school year shall be \$41,000 with vertical steps of \$520.00 and 10-credit horizontal lanes of \$550.00. Since salaries were frozen for 1994-1995 at the 1993-1994 salary level, steps and lane changes were not granted for the year. There will be no back pay for the lanes or steps not granted as a result of the salary freeze during the 1994-1995 contract term. A career increment for a teacher who has reached the top lanes will be \$1,000 every two years beginning with the year after they reach the top lane in either the BS+60 or MA+30; providing that school district education requirements are met. Career increments shall be paid on a prorated scale based on the FTE percentage. The career increment will begin with the 2010-2011 contract.

### **Credits**

Column placement is determined by the number of graduate units of credit from an accredited institution and/or an accredited program accepted by the Department of Public Instruction. They must be related to the teacher's teaching assignment in the Larimore School System.

Undergraduate credits will count as graduate credits towards the Larimore Public School salary schedule to fill a current or approaching need in the school district and must be pre-approved by the Administration of Larimore Public School.

Once a teacher's program of studies is approved by the School District, the program cannot be changed by the school district should the teacher be assigned into another teaching field, but may be requested to be changed by the teacher if the teacher is reassigned.

All teachers shall have earned 6 semester hours of college credit from an accredited institution and/or accredited program accepted by the Department of Public Instruction in the last five (5) years as approved by the local administrators.

A new contract will be issued to a teacher earning a new column placement on the schedule prior to the opening of school. Teachers receiving a BS+10, BS+20, BS+30, BS+40, BS+50, BS+60 semester credits or a MA, MA+10, MA+20 or MA+30 semester credits from an accredited institution and/or program accepted by the Department of Public Instruction, will be placed in the appropriate lane on the salary schedule.

The School District will reimburse 50% of the cost of obtaining up to five (5) credits, limited to credit and tuition costs, per calendar year (June 1<sup>st</sup>-May 31<sup>st</sup>), subject to prior administrative approval. Lane change application and transcripts are due to the business manager no later than 4:00 p.m. on September 1<sup>st</sup> of each year.

## **Part-Time Teachers**

All benefits for part-time teachers are to be pro-rated according to the fractional part of their contract. (Example: 3/7 contract will have 3/7 insurance, 3/7 two (2) personal days, 3/7 ten (10) sick days, etc.)

## **Tutoring**

Teachers will be paid \$20 per hour for helping homebound students, administration requested tutoring and teaching adult education.

## **Summer Employment and Extended Contracts**

The district will pay the teacher a prorated salary based on 1/184 of the base salary plus increments for each day taught for full summer employment.

The district will pay for summer employment a salary based on 1/184 of the base plus increments for each 7-hour day. All teachers employed by Larimore Public Schools for summer or extended contracts will receive 1/184 of the base plus increments in the Larimore School System.

All other certified teachers will receive 1/184 of the base salary plus increments for each 7-hour day. The salary will be prorated for less than a 7-hour day.

## **Sick Leave**

At the beginning of each school year, each teacher shall be credited with ten (10) days of leave at full salary for personal illness or disability, personal medical appointments, quarantine or communicable disease, and maternity, illness, disability or communicable diseases in the immediate family. Unused days of sick leave shall be limited to eighty (80). Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from. Immediate family is defined as wife or husband, child, parents, or grandparents, grandchildren, sisters, and/or brothers of either spouse.

Maternity/Paternity/Adoption leave is part of the Family Medical Leave Act (FMLA). All maternity/paternity/adoption leave requires the proper FMLA paperwork to be completed with the Business Manager. Individuals must use accumulated sick leave for up to 6 weeks from the date of birth/adoption of a child. If you do not have 6 weeks of accumulative leave, the additional days would be unpaid. Personal leave can be used upon request from the employee. If more than 6 weeks are needed, those days would be unpaid days.

Sick leave buy out: Teachers who have capped out at 80 days of sick leave at the beginning of the year will be paid at the end of the year at a rate of \$20 per unused sick day up to 10 days for those days over the 80 that they would have accumulated had the cap been 90.

Upon retirement/RIF/resignation of employment, teachers shall receive a lump sum payment for all unused days of accumulated sick leave at the rate of \$10 per day.

Donation alternative:

- a. Sick days may be donated to an individual that has exhausted all of their sick leave and personal leave.
- b. A request form must be filed with the LPS Business Manager by the individual requesting sick days (maximum of 20 days).
- c. Individuals donating sick days will file a donation with the LPS Business Manager. Forms will be applied in the order they are received.
- d. LPS Business Manager will close donation request at 20-day maximum.

## **Funeral Leave**

Each teacher shall be allowed up to two (2) days at full salary for funerals, not to be accumulative. Beyond the two (2) funerals days, all other funerals will be deducted from accumulative sick leave as approved by principal or superintendent.

## **Personal Leave**

Tiered personal day system:

- Teachers will start out at 3 personal days annually.
- After teaching 5 years in the Larimore School District teachers, will receive 4 personal days annually.
- After teaching 10 years in the Larimore School District, teachers will receive 5 personal days annually.
- The annual cap will be 5 personal days.

This will not follow the salary schedule in which teachers are paid, but on their current year of teaching.

Example: A teacher who has taught 5 years in the Larimore School District and is entering their 6<sup>th</sup> year of teaching would receive 4 personal days.

Personal leave may be taken in no less than half day increments. Personal leave is to be cleared through your principal.

## **Leave of Absence**

Leave of absence could be granted to a teacher on an individual basis, at the discretion of the Board of Education.

## **Income Protection**

The School District will provide Income Protection no limit 66 2/3% for all teachers.

## **Teacher's Retirement**

The Larimore School District will pay teachers' retirement as a tax shelter benefit for each teacher as stated in ND Century Code 15-39.1-09. Beginning with the 2021-2022 school year, the Larimore School District will go to Model 2 with a 2% pickup for a total of 14.75%.

## **Insurance/Cash Benefit Option**

The school district will provide a full single policy towards the annual health insurance premium. Each teacher electing not to use the insurance program will receive a cash benefit option of \$4,000 for each school year. The Larimore School Board will select the insurance provider. All requirements of insurance provider participation must be met

## **Flexible Benefits**

The Larimore School District will pay the fee of \$5.00 per teacher per month for those choosing to participate in a flexible benefits program for childcare, medical spending and health savings accounts. At the end of the flexible year, the remainder of any money in the school district medical flexible spending account after authorized carry over amount shall be forfeited.

## **Athletic Passes**

High school and elementary teachers shall receive passes to all home athletic activities, excluding tournaments. Any teacher, high school or elementary, who wishes a pass for their spouse may sign up and work three games for free.

## **Jury Duty**

If a teacher pays the Larimore School District the jury duty salary, the Larimore School District will pay the teacher's full salary while the teacher serves on jury duty.

## **Class Coverage**

If the superintendent or principal asks a teacher to fill in or teach a class in the absence of a fellow teacher, compensation of fifteen dollars (\$15.00) will be paid by the district for each class.

## **Contract Days**

Teacher contracts are to be for one hundred eighty-four (184) days for the school year. Four of these days will be used for in-service. The administration and/or school board will plan these meetings. Early morning staff meetings will be scheduled no earlier than forty-five minutes (45) before the start of school.

## **Personal Mileage**

Mileage for personal vehicle has to be cleared through the superintendent and is reimbursed at state rates.

## **Extracurricular**

No coach or advisor will be brought in above the 2016-2017 extra-curricular schedule percentages and will not be granted years of experience. Coaches within the district can bring in their years of experience if switching extracurricular events with a similar activity/sport. Any contemplated changes must go through a committee consisting of two school board members and at least two teachers who will make a recommendation to the entire school board.

Head coaches and directors will receive \$150 per week, maximum of two (2) weeks; assistants will receive \$75 per week, maximum of two (2) weeks, for post-season competition. This is for competition where qualifying is necessary for advancement.

## **Reduction in Force (RIF)**

The guidelines for reduction in staff are attached. These guidelines were changed and agreed to in 1997-1998 and updated in 2005 and 2007.

### ***GUIDELINES FOR REDUCTION OF STAFF AT THE LARIMORE PUBLIC SCHOOL DISTRICT #44***

When reduction in force of professionally certified staff becomes necessary because of declining enrollment, program curtailment, or uncertainty of funds, the Board will have the sole right to determine the scope of the reduction. This policy will be in force for any cuts in staff hours or program reduction. This determination will not be arbitrary or capricious. If a decision is made to reduce the teaching staff, any teacher affected will be given the notice as may be required by law.

1. In the event of staff reductions, contract of separated personnel will be terminated in accordance with present statutes, fair dismissal procedures, (15-7-38), and district procedures established herein.
2. The board shall determine the number of positions to be eliminated by reduction in staff and shall be defined to the following groups:
  - A. Elementary (K-8)
  - B. Secondary (7-12)
  - C. Special and Supportive Personnel
    1. Title I
    2. Special Education
    3. Music
    4. Physical Education
    5. Library
3. Present and future staffing and educational needs of the District at the time of the reduction in force (RIF) will be of paramount consideration as the superintendent identifies these specific positions to the board. The selection of the teachers to be non-renewed because of reduction in force shall be in accordance with the following criteria:
  - A. Attrition, including retirements, incentive early retirements, and resignations, shall be relied on to the extent possible.
  - B. When attrition is not sufficient to alleviate the necessity for reduction in force, then the policy of the district will be to retain those teachers with the greatest number of "professional points". Seniority points will be accumulated according to the criteria listed in RIF Appendix I.
  - C. When two teachers within the same area of certification are deemed to be of equal seniority points, then the teacher with the superior academic and professional preparation under Criteria I and II within his/her teaching field will be retained.
  - D. 1. A teacher assigned to a self-contained classroom in grades 5-8 shall have a major, minor or an endorsement in elementary education; or have a major or an endorsement in middle school education (NDCC 15-47-46).

2. A teacher assigned to a departmentalized program for grades 7-8 must teach in his/her major or minor field of preparation or have the preparation as accepted as equivalent to a minor, have a major, minor or an endorsement in elementary education; or have a major or an endorsement in middle school education (15-47-46).
4. Any area determined to be cut will be presented in writing to LEA before any reduction procedures can be begun.
5. Recall
  - A. Any teacher who is RIFFED under the provisions of this policy will be rehired if any vacant position occurs in the program area for which the staff member is certified. If an opening occurs in another program area and there is no one on the recall list from that area, the RIFFED teacher will be placed on the recall list if he/she is qualified for the position.
  - B. Any teacher who is RIFFED will remain on the recall list(s) for a period of five (5) school years after the RIF decision.
  - C. In the event that there are more teachers on the recall list than there are positions available, the District will offer positions to the teachers in the order of highest professional points at the time of termination. It is the responsibility of the RIFFED teacher to keep the Board informed of his/her current address.
  - D. Re-employment offers will be sent by certified mail, return receipt requested, to the RIFFED teacher. Acceptance or refusal of the offer must be given within ten (10) days of the receipt of said letter.
  - E. The District will not employ any new teachers, until all teachers on the recall list, certified to hold the position, have been given a written offer of re-employment and have refused said offer.
  - F. Rejections of any offer will forfeit re-employment rights except in the following instances:
    1. A teacher on the recall list may reject an offer that is less time in terms of contract load from the one RIFFED without forfeiting re-employment rights.
    2. A teacher on the recall list who replaces a teacher on a leave of absence will not forfeit further re-employment rights.
6. Upon return to employment from the recall list, teachers will have their accumulated benefits reinstated and will be placed on the salary schedule commensurate with their experience.

## APPENDIX I

A teacher's rank within a given program area is determined by the following professional points criteria. Each teacher will be assigned points to which he/she is entitled on or before October 1<sup>st</sup> of each year. The superintendent will provide teachers with an updated professional points list. Any teacher will have until December 1<sup>st</sup> to request a change in his/her professional points. When necessary, changes in the professional points list will be made on or before the regular December board meeting.

### CRITERIA

1. Experience
 

Each full year of teaching experience in Larimore School District would receive eight (8) points. (Fractional years and FTE's will be prorated according to NDTR guidelines.)

Each full year of teaching experience outside Larimore School District would receive two (2) points. (Fractional years and FTE's will be prorated according to NDTR guidelines.)

Cap at ten (10) years for a total of twenty (20) out of district points. (Staff employed under the 2005 Negotiated Agreement would receive four (4) points for teaching experience outside of Larimore School District. Cap at ten (10) years for a total of forty (40) out of district points.)
2. Academic Training Beyond BS
 

	<u>Points</u>
Each graduate semester hour in addition to a Bachelor's Degree	1
Master's Degree	10
Extra Major	5 (each)
Special Certificates and Endorsements (Example: Reading, Driver's Education)	5 (each)
Extra Minor	1 (each)
3. Additional Assignments
 

Example: Category A: first year advisor/coach would receive four (4) points, second year advisor/coach would receive eight (8) points, third year advisor/coach would receive twelve (12) points and fifth year advisor/coach would be capped at a total of twenty (20) points. Points to accumulate up to five years of service or a cap of 20 points. This could result from a combination of advisor/coach assignments from the following categories:

A. Head Coach: Football, Girls Basketball, Boys Basketball, Volleyball, Baseball, Wrestling, Track, Instrumental Director, Musical Director, FFA Advisor, FBLA Advisor	4
B. Assistant Coach: Football, Girls Basketball, Boys Basketball, Volleyball, Baseball, Wrestling, Track, Cross-Country, Vocal Music Director, AdvancEd	3
C. Jr. High Coach: Football, Girls Basketball, Boys Basketball, Volleyball, Baseball, One Act Play Advisor, Annual Advisor, ESP Coordinator	2
D. Elementary Coach: Girls Basketball, Boys Basketball, FCCLA Advisor, Danceline Advisor, Wrestling, Girls Golf, Boys Golf, Musical Vocal Director, Speech Advisor, Cheerleader Advisor (fall), Cheerleader Advisor (winter), LHS Student Council Advisor, LES Student Council Advisor, LHS Honor Society Advisor, Prom Coordinator, Academic Team LES Head Carnival, River Watch, Lego League Advisor	1.5
E. Assistant Danceline Coach, Assistant Cheerleading Coach	1

## 2021-2022 SALARY SCHEDULE

Base Pay:	Steps: \$520										Lanes: \$550
<u>Experience</u>	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>BS+30</u>	<u>BS+40</u>	<u>BS+50</u>	<u>BS+60</u> <u>or MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	
0	\$40,250	\$40,800	\$41,350	\$41,900	\$42,450	\$43,000	\$43,550	\$44,100	\$44,650	\$45,200	
1	\$40,770	\$41,320	\$41,870	\$42,420	\$42,970	\$43,520	\$44,070	\$44,620	\$45,170	\$45,720	
2	\$41,290	\$41,840	\$42,390	\$42,940	\$43,490	\$44,040	\$44,590	\$45,140	\$45,690	\$46,240	
3	\$41,810	\$42,360	\$42,910	\$43,460	\$44,010	\$44,560	\$45,110	\$45,660	\$46,210	\$46,760	
4	\$42,330	\$42,880	\$43,430	\$43,980	\$44,530	\$45,080	\$45,630	\$46,180	\$46,730	\$47,280	
5	\$42,850	\$43,400	\$43,950	\$44,500	\$45,050	\$45,600	\$46,150	\$46,700	\$47,250	\$47,800	
6	\$43,370	\$43,920	\$44,470	\$45,020	\$45,570	\$46,120	\$46,670	\$47,220	\$47,770	\$48,320	
7	\$43,890	\$44,440	\$44,990	\$45,540	\$46,090	\$46,640	\$47,190	\$47,740	\$48,290	\$48,840	
8	\$44,410	\$44,960	\$45,510	\$46,060	\$46,610	\$47,160	\$47,710	\$48,260	\$48,810	\$49,360	
9	\$44,930	\$45,480	\$46,030	\$46,580	\$47,130	\$47,680	\$48,230	\$48,780	\$49,330	\$49,880	
10	\$45,450	\$46,000	\$46,550	\$47,100	\$47,650	\$48,200	\$48,750	\$49,300	\$49,850	\$50,400	
11	\$45,970	\$46,520	\$47,070	\$47,620	\$48,170	\$48,720	\$49,270	\$49,820	\$50,370	\$50,920	
12	\$46,490	\$47,040	\$47,590	\$48,140	\$48,690	\$49,240	\$49,790	\$50,340	\$50,890	\$51,440	
13	\$47,010	\$47,560	\$48,110	\$48,660	\$49,210	\$49,760	\$50,310	\$50,860	\$51,410	\$51,960	
14	\$47,530	\$48,080	\$48,630	\$49,180	\$49,730	\$50,280	\$50,830	\$51,380	\$51,930	\$52,480	
15	\$48,050	\$48,600	\$49,150	\$49,700	\$50,250	\$50,800	\$51,350	\$51,900	\$52,450	\$53,000	
16	\$48,570	\$49,120	\$49,670	\$50,220	\$50,770	\$51,320	\$51,870	\$52,420	\$52,970	\$53,520	
17		\$49,640	\$50,190	\$50,740	\$51,290	\$51,840	\$52,390	\$52,940	\$53,490	\$54,040	
18		\$50,160	\$50,710	\$51,260	\$51,810	\$52,360	\$52,910	\$53,460	\$54,010	\$54,560	
19		\$50,680	\$51,230	\$51,780	\$52,330	\$52,880	\$53,430	\$53,980	\$54,530	\$55,080	
20		\$51,200	\$51,750	\$52,300	\$52,850	\$53,400	\$53,950	\$54,500	\$55,050	\$55,600	
21			\$52,270	\$52,820	\$53,370	\$53,920	\$54,470	\$55,020	\$55,570	\$56,120	
22			\$52,790	\$53,340	\$53,890	\$54,440	\$54,990	\$55,540	\$56,090	\$56,640	
23			\$53,310	\$53,860	\$54,410	\$54,960	\$55,510	\$56,060	\$56,610	\$57,160	
24			\$53,830	\$54,380	\$54,930	\$55,480	\$56,030	\$56,580	\$57,130	\$57,680	
25				\$54,900	\$55,450	\$56,000	\$56,550	\$57,100	\$57,650	\$58,200	
26				\$55,420	\$55,970	\$56,520	\$57,070	\$57,620	\$58,170	\$58,720	
27				\$55,940	\$56,490	\$57,040	\$57,590	\$58,140	\$58,690	\$59,240	
28				\$56,460	\$57,010	\$57,560	\$58,110	\$58,660	\$59,210	\$59,760	
29						\$58,080	\$58,630	\$59,180	\$59,730	\$60,280	
30								\$59,700	\$60,250	\$60,800	
31								\$60,220	\$60,770	\$61,320	
32									\$61,290	\$61,840	

A career increment for a teacher who has reached the top lanes will be \$1,000 every two years beginning with the year after they reach the top lane in either the BS+60 or MA+30; providing that school district education requirements are met. Career increments shall be paid on a prorated scale based on the FTE percentage. The career increment will begin with the 2010-2011 contract.



## 2022-2023 SALARY SCHEDULE

Base Pay: \$41,000

Steps: \$520

Lanes: \$550

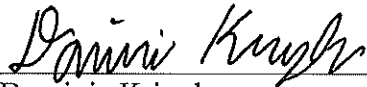
<u>Experience</u>	<u>BS+60</u>							<u>MA+10</u>		
	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>BS+30</u>	<u>BS+40</u>	<u>BS+50</u>	<u>or MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
0	\$41,000	\$41,550	\$42,100	\$42,650	\$43,200	\$43,750	\$44,300	\$44,850	\$45,400	\$45,950
1	\$41,520	\$42,070	\$42,620	\$43,170	\$43,720	\$44,270	\$44,820	\$45,370	\$45,920	\$46,470
2	\$42,040	\$42,590	\$43,140	\$43,690	\$44,240	\$44,790	\$45,340	\$45,890	\$46,440	\$46,990
3	\$42,560	\$43,110	\$43,660	\$44,210	\$44,760	\$45,310	\$45,860	\$46,410	\$46,960	\$47,510
4	\$43,080	\$43,630	\$44,180	\$44,730	\$45,280	\$45,830	\$46,380	\$46,930	\$47,480	\$48,030
5	\$43,600	\$44,150	\$44,700	\$45,250	\$45,800	\$46,350	\$46,900	\$47,450	\$48,000	\$48,550
6	\$44,120	\$44,670	\$45,220	\$45,770	\$46,320	\$46,870	\$47,420	\$47,970	\$48,520	\$49,070
7	\$44,640	\$45,190	\$45,740	\$46,290	\$46,840	\$47,390	\$47,940	\$48,490	\$49,040	\$49,590
8	\$45,160	\$45,710	\$46,260	\$46,810	\$47,360	\$47,910	\$48,460	\$49,010	\$49,560	\$50,110
9	\$45,680	\$46,230	\$46,780	\$47,330	\$47,880	\$48,430	\$48,980	\$49,530	\$50,080	\$50,630
10	\$46,200	\$46,750	\$47,300	\$47,850	\$48,400	\$48,950	\$49,500	\$50,050	\$50,600	\$51,150
11	\$46,720	\$47,270	\$47,820	\$48,370	\$48,920	\$49,470	\$50,020	\$50,570	\$51,120	\$51,670
12	\$47,240	\$47,790	\$48,340	\$48,890	\$49,440	\$49,990	\$50,540	\$51,090	\$51,640	\$52,190
13	\$47,760	\$48,310	\$48,860	\$49,410	\$49,960	\$50,510	\$51,060	\$51,610	\$52,160	\$52,710
14	\$48,280	\$48,830	\$49,380	\$49,930	\$50,480	\$51,030	\$51,580	\$52,130	\$52,680	\$53,230
15	\$48,800	\$49,350	\$49,900	\$50,450	\$51,000	\$51,550	\$52,100	\$52,650	\$53,200	\$53,750
16	\$49,320	\$49,870	\$50,420	\$50,970	\$51,520	\$52,070	\$52,620	\$53,170	\$53,720	\$54,270
17		\$50,390	\$50,940	\$51,490	\$52,040	\$52,590	\$53,140	\$53,690	\$54,240	\$54,790
18		\$50,910	\$51,460	\$52,010	\$52,560	\$53,110	\$53,660	\$54,210	\$54,760	\$55,310
19		\$51,430	\$51,980	\$52,530	\$53,080	\$53,630	\$54,180	\$54,730	\$55,280	\$55,830
20		\$51,950	\$52,500	\$53,050	\$53,600	\$54,150	\$54,700	\$55,250	\$55,800	\$56,350
21			\$53,020	\$53,570	\$54,120	\$54,670	\$55,220	\$55,770	\$56,320	\$56,870
22			\$53,540	\$54,090	\$54,640	\$55,190	\$55,740	\$56,290	\$56,840	\$57,390
23			\$54,060	\$54,610	\$55,160	\$55,710	\$56,260	\$56,810	\$57,360	\$57,910
24			\$54,580	\$55,130	\$55,680	\$56,230	\$56,780	\$57,330	\$57,880	\$58,430
25				\$55,650	\$56,200	\$56,750	\$57,300	\$57,850	\$58,400	\$58,950
26				\$56,170	\$56,720	\$57,270	\$57,820	\$58,370	\$58,920	\$59,470
27				\$56,690	\$57,240	\$57,790	\$58,340	\$58,890	\$59,440	\$59,990
28				\$57,210	\$57,760	\$58,310	\$58,860	\$59,410	\$59,960	\$60,510
29						\$58,830	\$59,380	\$59,930	\$60,480	\$61,030
30								\$60,450	\$61,000	\$61,550
31								\$60,970	\$61,520	\$62,070
32									\$62,040	\$62,590

A career increment for a teacher who has reached the top lanes will be \$1,000 every two years beginning with the year after they reach the top lane in either the BS+60 or MA+30; providing that school district education requirements are met. Career increments shall be paid on a prorated scale based on the FTE percentage. The career increment will begin with the 2010-2011 contract.

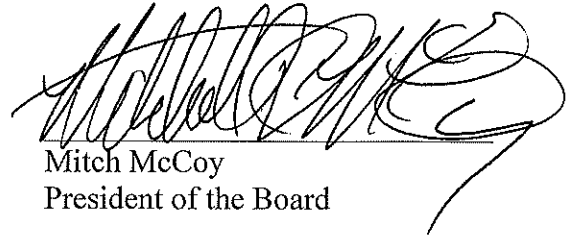
## Savings Clause

If any provision of this agreement or any application thereof to any teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

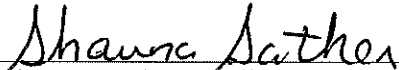
Approved this date at Larimore, ND



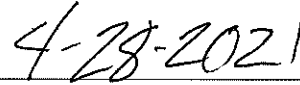
Dominic Kringlen  
President of LEA



Mitch McCoy  
President of the Board



Shauna Sather, Business Manager  
Witness



Date