

### **Article 3 Miscellaneous**

- A. Agreement Modification**  
This Agreement shall not be modified in whole or in part by the parties except by written memorandum(s) of understanding mutually agreed upon and duly signed by both parties. As soon as practical, any modification of this Agreement shall be reprinted by the District office bearing the signatures of the Association President and the Board Chairperson or appropriate administrator with sufficient copies to the Association for distribution. Cost of printing shall be borne equally.
- B. Compliance Between Individual Agreement and Master Agreement**  
Any individual agreement between the Board and an individual employee unit member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement—during its duration—shall be controlling.
- C. Separability**  
If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby, and upon the request of either the Board or the Association President, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- D. Sub Headings**  
The articles and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meanings and interpretations of this Agreement.
- E. Continuance Clause**  
If the successor agreement has not been signed by both parties prior to the expiration date of this Agreement, this Agreement shall remain in effect during negotiations for a successor agreement. This Agreement ends at the end of the thirty day cooling off period.

**F. Benefits for Part-Time Employees Unit Members**

Any benefit, including tuition money, to which eligible employees unit members are entitled under the provisions of this Agreement shall be granted on a prorated basis for less than full-time employees-unit members.

**G. District Email System**

The District email system shall be considered an official form of communication for departmental, District and school business. Unit members Employees are expected to have an up- to-date District email account and to check it regularly for departmental, District and school communications.

**H. ESEA/NCLB ESSA**

The parties acknowledge that the ~~Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB)~~ Every Student Succeeds Act (ESSA) legislation may have an impact on bargaining unit members. Prior to implementation, ~~the~~ District will keep collaborate with the Association ~~informed as implementation of the act impacts members of the bargaining unit. The Association shall have the right to provide input and discuss with the District on any decisions or changes that~~ may impact bargaining unit members' terms and conditions of employment. ~~This shall not limit the District's right to implement changes, subject to its obligation to bargain pursuant to Oregon law.~~