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AGREEMENT BETWEEN

KENSINGTON SCHOOL BOARD

AND

KENSINGTON EDUCATION ASSOCIATION

FOR

SEPTEMBER 2011 - AUGUST 2013

Kensington School District School Board

Dana Donovan, Chairperson
Cheryl Camacho
Alice Mower

Associate Superintendent of Schools

Paul A. Flynn

Kensington Education Association
Negotiating Team

Laurie McIntosh
Barbara Greenwood
Wendy Lawler

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ARTICLE I

RECOGNITION

The Board recognizes the Kensington Education Association, NEA New Hampshire, as the exclusive representative of all professional employees of the Kensington School District as defined below for the purpose of negotiating salaries, salary related benefits, hours, terms and conditions of employment. The Board agrees not to negotiate with any teachers' group or association other than the designated unit in regard to any matter subject to negotiations. This shall not prevent the Board from communication or consultation with any individual or group of teachers for any purpose that the Board shall deem desirable in the discharge of its responsibilities; nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to employment by the Board.

Professional employees of the Kensington School District are defined as all personnel, both full time and part time, whose position requires certification by the state of New Hampshire.

Notwithstanding, the person serving as principal of the school shall not be a member of the bargaining unit represented by the Kensington Education Association.

ARTICLE II

JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District. The parties understand that the Board may not lawfully delegate the power of authority which, by law, is vested in them; and this Agreement shall not be construed so as to constitute a delegation of the power of either.

ARTICLE III

NEGOTIATIONS

A. Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A.

B. Any agreement reached which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until the necessary appropriations have been made by the voters of the district. If such funds are not approved by the voters of the district, the Board and the Association shall reopen negotiations.

C. In the event that a mediation session continues past midnight, the teachers involved will be granted the following day off with pay. The day will not be charged against leave days.

D. Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the Annual Meeting.

ARTICLE IV

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law. All other provisions and/or applications shall continue in full force and effect. In such instance, the Board and the Association shall meet within fifteen (15) days of such legal determination for the purpose of adjusting the Article(s) affected to comport with an existing law.

ARTICLE V

STANDARDS CLAUSE

All conditions and benefits specified in this Agreement will be maintained at highest minimum standards throughout the Agreement period except as noted in paragraph B of Article III. This Agreement shall not be applied or interpreted so as to deprive employees of benefits provided through previous negotiations unless such benefits were specifically negotiated out of a successor Agreement.

ARTICLE VI

STAFF APPRAISAL

Kensington Education Association agrees that in the event that all other districts in the SAU adopt a common evaluation document, the evaluation committee will reconvene for the purpose of adopting the common evaluation tool. The committee shall consist of 2 teachers, 1 board member, and 1 administrator and any vote will be unanimous. This committee shall meet annually. The current document will remain in place until a new one is approved by the Board and Association.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition:

A grievance shall mean a complaint by a professional employee or the Association that there has been a violation, mis-interpretation, or inequitable application of any of the provisions of this Agreement.

An "aggrieved person" or grievant, is the entity, person or persons or the Association making the complaint.

The term "days" when used in this article shall mean working school days, except after the end of the school year when they shall be Monday through Friday; thus weekend or vacation days are always excluded.

B. Initiation and Processing

In order for a grievance to be considered under this procedure it must be initiated in writing by the grievant within twenty (20) days of when the grievant should have reasonably known of its occurrence, or from the time it occurred, whichever is later.

Nothing in this procedure shall prevent the Association from processing any grievance under this procedure at level 1B and beyond. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

Level One - Principal

a. A professional employee with a grievance will first discuss it with the building principal or immediate superior, with the objective of resolving the matter informally.

b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant may present the grievance in writing to the Principal on the appropriate form.

Level Two - Superintendent (or his/her designee)

If the grievance is not resolved to the grievant's satisfaction, or if no decision has been rendered within five (5) days by the Principal, the grievant may appeal to the Superintendent in writing within five (5) days. The Superintendent shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Upon conclusion of the meeting, the Superintendent shall render his written decision to the grievant, the Association, and to the administrators involved at the previous step of the grievance procedure.

Level Three - Board

If the grievance is not resolved to the grievant's satisfaction, or if no decision has been rendered by the Superintendent within five (5) days, the grievant may request and shall be granted a review by the Board. Such request must be made within five (5) days after the receipt of the Superintendent's decision, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board within five (5) days. The Board, or committee thereof, shall review the grievance and shall hold a meeting with the grievant. Within twenty (20) days of the receipt of the appeal, the Board shall render a decision in writing and the reasons therefore, and forward these copies of the decision to the grievant, to the Association, and to the administrators involved at the previous steps of the grievance procedure.

Level Four- Arbitration

a. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant or if no decision is rendered within twenty (20) days of the receipt of the grievance, the grievant shall notify the Association within five (5) days of the receipt of the Board's decision or the expiration of the twenty (20) day period. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Board within ten (10) days of notification of the Board's decision. The grievant will then initiate a request for arbitration to the Federal Mediation and Conciliation Service or the American Arbitration Association. Either of these organizations then submits a list of qualified arbitrators for selection by the parties in accordance with rules and procedures prescribed by it for making such designation.

b. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party. The decision of the arbitrator will be binding upon both parties.

c. The Board, the grievant, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's meeting.

d. The Board and the Association recognize this Agreement as a legal document and each may use the courts to enforce it.

e. The expenses of the arbitrator will be shared by the Board and the Association equally.

C. Right of Professional Employees to Representation

1. The aggrieved professional employee may at his/her option represent themselves at the informal level. Grievances beyond this level will be processed by the Association.

2. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.

3. The Administration will grant the parties in interest and witnesses release time from their duties to participate in the processing of the grievance.

ARTICLE VIII

ASSOCIATION RIGHTS

A. The Association and its representatives may in accordance with applicable School Board policy, be granted the privilege of using District buildings for meetings at such times that will not interfere with the normal operations of the District and which will not entail additional costs for maintenance or custodial care. In addition, complying with Board policy, the Association must obtain the consent of the Principal to the time and place of such meetings, such consent shall not be arbitrarily denied.

B. The Association and its representatives may post notices of Association activities and matters of Association concern in the teachers' room.

C. The Association may be granted the privilege of using teacher mailboxes for communications of reasonable size and shape. Reasonable shall be determined by the Principal.

D. The Association President or designee shall be given an opportunity to speak to the Kensington professional employees immediately following the scheduled orientation activities as coordinated with the Superintendent or designee.

E. Representatives of the Local, State and National Associations shall be permitted to meet with Association members concerning Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, and that the representatives shall follow established procedures for school visitors and School Board regulations regarding the use of facilities.

F. If the NEA-NH Assembly of Delegates is limited to one (1) day in any given year, the Association shall be entitled to have one (1) member released without loss of pay to attend such meeting. The Association shall notify the Principal of the date of such meeting and the name of the person attending as soon as possible but no later than ten (10) school days before the meeting. In addition, the President of the Association or his/her designee shall be released, at full pay, not to exceed the equivalent of two (2) days per year for Association business.

G. If an administrator meets with a professional employee for purposes which will affect future employment such employee shall be entitled to, at the employee's option, a representative from the Association to attend the meeting.

H. The Association may, in accordance with School Board policy, be granted the privilege of using specific items of school office equipment when such equipment is not otherwise in use. All paper and supplies used are to be provided by the Association and further, providing the Association accepts the financial responsibility for any damage or maintenance charge which is incurred by such use.

I. When public information is available and is requested by the Association from the District Office, this information will be provided within a reasonable time.

J. The Association dues will be deducted from the regular salary paycheck of the Association member upon the written request of the member. Deductions shall be in equal installments during the school year. Final date for a member to be eligible for payroll deductions is to be annually determined by the President of the Association in conjunction with the District Office. If an Association member leaves the district before the full dues have been deducted, the balance shall be deducted from the member's final check providing that final check covers the balance.

K. At the end of each month, the School District will transmit all current month's dues to the Treasurer of the Association.

L. The School District also agrees to make regular deductions, which may be altered at any time of year, to the Service Credit Union if an Association member so requests in writing. This request should be made ten (10) working days prior to the issuance of the paycheck in which the deduction is to be effective.

M. The School District agrees to make regular deductions to a tax sheltered annuity program if an Association member so requests in writing. Such deduction may be initiated or changed by August 15 or by December 15 only. The School Board shall

have no responsibility for the selection or approval of the tax sheltered annuity program; the selection and risk of loss for such investment shall be the responsibility of the professional employee.

ARTICLE IX

SCHOOL YEAR; SCHOOL DAY; DUTIES: MEETINGS; LEAVING BUILDING; LUNCH PERIOD

A. Each school year will be no longer than 184 days. The purpose and date of the additional day will be determined annually by mutual consent of the Board and KEA. It will be determined before the following school-year calendar is finalized. It is understood by the parties that the determination of the school calendar and the starting and ending time of the school day is the responsibility of the School Board. However, a regular working day for professional staff is not to exceed four hundred thirty (430) consecutive minutes.

In the event the Board considers a change in the starting or closing time of the school day or considers a change in the organization of the school day, the Board will notify the professional employees affected by the proposed change, and upon request, will meet with a committee approved by the Kensington Education Association to discuss the proposed changes.

B. Professional employees must be present at assigned stations fifteen (15) minutes prior to the opening of school and professional employees are to remain in school fifteen (15) minutes after the close of the regular working day. Permission for early departure to attend classes or meetings may be granted by the building principal provided that such departure does not disrupt the orderly operation of the school.

C. As a professional, each teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. Any extension of the school day shall be based on the following:

1. Individual parent conferences will be scheduled at a time and place mutually convenient to the teacher and other parties involved. Formal school-wide conferences will be scheduled by the principal and will be held on early release days, twice a year. Teachers will be available for conferences on the designated early release days during both the afternoon and evening hours. Teachers will be free to leave the school in the afternoon of one (1) early release day.

2. Professional staff meetings, other than those held during early release time, shall be limited to two (2) per month, except in case of emergency. The faculty meetings will be announced no later than twenty-four (24) hours in advance and an agenda will be provided by 9:00A.M. of the day of the meeting. Such meetings will begin no later than fifteen (15) minutes after student dismissal and shall run no more than sixty (60) minutes.

3. Except for days designated by the SAU or the Kensington School Board, individual instruction and professional growth sessions shall be at the professional discretion of each teacher.

D. Assigned Duties:

1. All teachers shall have duty assigned at the discretion of the building principal. The criteria for developing the duty schedule will be approved by mutual assent of both the administration and the faculty by the first student contact day of school each year. If the criteria cannot be agreed upon the Association will follow the grievance procedure through level three of this agreement. The ultimate decision will therefore rest with the Board. During the grievance process the principal shall develop an interim duty schedule. These duties may include early morning duty; bus duty; lunch duty; and/or playground duty. Bus duty shall not exceed 15 minutes after the end of the school day and early morning duty shall not exceed 30 minutes prior to the opening of school.

2. Professional employees should notify the building principal or his/her designee in the event that they must leave the building during the school day. The teacher should also notify the principal upon return to the building.

3. All professional employees shall receive a daily duty-free uninterrupted lunch period of at least thirty (30) minutes.

4. All professional employees shall be assigned no more than thirty (30) hours per week of student contact. Student contact is defined herein as any time a professional employee is assigned to teach or supervise the behavior of students. Each professional employee will have at least one (1) fifteen (15) minute mid-morning relief period per day and five (5) forty-five (45) minute preparation periods per week. Preparation time shall be prorated for part time employees covered by this agreement by determining the ratio of hours worked by the part time professional employee to those required of the full time employee.

ARTICLE X

VACANCIES AND TRANSFERS

A. Notices of professional employee vacancies in Kensington and in SAU 16 will be posted in each school during the regular school year and sent to the Association President as soon as prepared in the case of vacancies in Kensington and as soon as received from SAU 16 in the case of all others. The notice shall be dated, indicate the position open, the location of the vacancy by school, any special requirements for the position, and the last date to submit applications.

B. During the term of this Agreement teachers who desire a transfer for the ensuing school year must file with the Superintendent before April 1, a written request, which shall include documentation of qualifications.

C. When the decision to make an involuntary transfer has been made by the Superintendent, the professional employee affected will be notified immediately. Upon request a professional employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or his/her designee to discuss the reasons for the involuntary transfer. If still dissatisfied, the professional employee may request a meeting before the Board.

ARTICLE XI

REDUCTION IN FORCE

A. In the event it becomes necessary to reduce the number of professional employees due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of position(s), the basis for the decision to lay-off professional employees shall be seniority and performance. The quality of a professional employee's performance shall be assessed by the accepted evaluation document. Among the professional staff those with less than three (3) consecutive years of experience in Kensington shall be laid off first, providing there are fully certified and competent staff members qualified to replace them and perform all the assigned duties of the laid-off staff member.

B. Those professional employees with the least amount of consecutive service shall be considered for lay-off first and those professional employees with four (4) or more consecutive years of experience in Kensington shall be considered for lay-offs in order of seniority. Such professional employees shall be reinstated in inverse order of seniority, if certified to fill the vacancies. Such reinstatement shall not result in a loss of credit for previous years of service. No new or more than one-half (1/2) year substitute appointments may be made while there are laid off professional employees available who are certified to fill the vacancies. Any professional employee laid off because of reduction in force shall have a letter placed in his/her professional file stating that said professional employee was not offered a new contract because of a reduction in force. Such information shall also be contained in any request for recommendation. Any professional employee so affected shall be granted one (1) year automatic recall.

It is the responsibility of a laid off professional employee to notify the School District of availability for recall for a second year in writing by March 1st of the first year.

C. Notice of planned reduction shall be communicated to all employees when a final determination as to the extent of reduction is known. The Board shall make every effort to determine the number of resignations and retirements in any given year in order to avoid unnecessary layoffs.

ARTICLE XII

PROFESSIONAL COMPENSATION

A. The professional employee covered by this Agreement will be paid according to the following three options:

1) Payment in twenty-six (26) equal bi-weekly paychecks from September to August.

2) Payment divided into twenty-six (26) equal payments with twenty-one (21) or twenty-two (22) bi-weekly paychecks from September to June. The final five (5) or four (4) payments will be included in the first (1st) July paycheck.

3) Payment during the school year from September to June in twenty-two (22) equal bi-weekly paychecks providing written notification is given to the District Office at the time of signing of the individual contract.

The professional employee must select a payment option to be applicable for the entire ensuing year no later than August 15 provided that forms for electing such options are sent to the teachers with back to school mailings.

B. Placement on the salary schedule (see Appendix B) at the time of hire shall be in accordance with the professional employee's total years of experience and degrees attained, as well as the number of credits beyond such degree.

C. Each professional employee may be advanced on the salary schedule until the maximum is reached, provided that the requirements for recertification have been met, and that there has been demonstrated an improvement or growth in teaching which results in a generally satisfactory performance. Increments shall be awarded only by action of the Board upon the recommendation of the Superintendent. Increments shall be withheld only for Just Cause.

D. Staff Development credit for salary purposes will be given at the rate of 15 clock hours to equal one (1) college credit, applicable toward the salary advancement in accordance with the salary plan when these credits are attained outside the normal school hours covered under this Agreement and are for workshops, conferences, institutes and courses approved in advance. No more than six (6) incremental credits from staff development clock hours will be recognized for track increase within each separate salary track. Staff Development credit for approved workshops, conferences, institutes and courses taken during school hours will be credited to clock hours earned and will not be used for the purpose of advancement on the salary schedule. They shall also be applicable to Staff Development credit for recertification.

Salary adjustments as a result of this Article must be submitted to the District Office by August 15. The August deadline will be extended if a professional employee is taking a course which ends after August 15. Such adjustments will not be made unless the employee notifies the District Office prior to January 10 of his/her intention to take courses which will result in his/her obtaining a degree or a higher credit status on the salary schedule in the following year.

Salary adjustments as a result of this Article that are to commence third quarter shall be prorated 50% for the remainder of that year and shall require that the District Office be notified by January 1st of the previous year. There will be no penalty if advancement does not occur.

E. Upon the approval of the Principal and the Superintendent, the Board reserves the right to grant increments in excess of those provided by the salary schedule to a professional employee who has made an unusual contribution to the school system.

F. The Board agrees to pay 60% of all unused accumulated sick days (120 days maximum) to any professional employee who retires from the system after the age of fifty-five (55), and who has worked the last ten (10) consecutive years in the Kensington School District. The professional employee retiring must notify the Superintendent by letter no later than January 10 of the year prior to his/her last teaching year in order to receive this benefit upon retiring. If the teacher does not so notify the Superintendent he/she will receive the benefit no later than the fiscal year following his/her retirement. This benefit will be paid based on the professional employee's highest daily rate.

ARTICLE XIII

LEAVES

Professional employees will be entitled to the following temporary leaves of absence, with full pay, each school year.

A. Each professional employee will receive fifteen (15) sick days per year. Sick leave is cumulative to one hundred and twenty (120) days.

B. Each professional employee will receive two (2) professional leave days per year for professional growth activities including: conferences, workshops or school visitations. Additional days may be granted upon approval of the Principal and the Superintendent.

C. Each professional employee is entitled to five (5) days of bereavement leave per year. These days may be used consecutively for his/her immediate family. More than two (2) consecutive days for non-immediate family may be awarded at the discretion of the administration.

D. Each professional employee is entitled to two and one-half (2 1/2) full days or five (5) half days of emergency leave per year to be used at his/her discretion.

E. Each professional employee shall receive two (2) personal leave days each school year to attend to personal, family or business affairs. Whenever possible the principal should be notified at least twenty-four (24) hours in advance.

ARTICLE XIV

EXTENDED LEAVES

A. Leaves of Absence

1. The Board will consider requests for leaves of absence, without pay or benefits, submitted by professional employees. The Board may grant leaves of absence for special purposes such as caring for a sick family member, continuing education or other reasons. Normally the duration of a leave shall be no more than one (1) year. A professional employee may request a leave extension due to unusual or extenuating circumstances.

2. The professional employee who has been granted a leave of absence may arrange with the District Office to continue payments for medical insurance, tax sheltered annuities, life insurance, and credit union. Such payments would be by the professional employee to the District Office in advance of the month due.

3. Such leaves are to be without loss of accumulated sick leave and seniority.

4. At the conclusion of a leave of absence, the professional employee will be reinstated to the same or equivalent teaching position. "Equivalent" for these purposes shall mean full time or part time as the case may be. In the event that the professional employee's return from leave shall be affected by a reduction in work force, the professional employee's return shall be subject to the provisions of Article XI. The professional employee will notify the administration in May to confirm the intent to return from leave.

B. Child Care Leave

1. Child care leave of up to one year after the birth of a newborn or the adoption of an infant shall be granted without pay to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency. Such notification shall also include the expected termination date of such leave. Return from leave may occur only at the beginning of the school year. At the conclusion of the leave, the teacher shall be reinstated to the same, or equivalent teaching position. "Equivalent" for these purposes shall mean full time or part time as the case may be. In the event that the professional employee's return from leave shall

be affected by a reduction in work force, the professional employee's return shall be subject to the provisions of Article XI. The professional employee will notify the administration in May to confirm intent to return from leave. (Note: The Child Care Leave provision is not applicable during first or second year probationary status.)

2. The professional employee will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence and will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

C. Military Leave

Military leave, without pay or any other benefits, of up to two (2) years will be granted to any professional employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a professional employee will be placed on the salary schedule at the level that would have been achieved in the system during the period of the employee's absence.

D. Sabbatical Leave

A teacher may be granted a sabbatical leave under the following conditions:

1. Must have completed 7 consecutive years in the district, or if on leave during those seven years, must have maintained an employee relationship.

2. Requests for such leave must be received by the Superintendent in writing, on appropriate forms designated by the Board, not later than January 10 of the year preceding the proposed sabbatical leave.

3. Action on such request will be taken by March 15 of the year preceding the proposed leave.

4. The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization that is needed by the district.

5. Teachers may request leave on a basis other than the criteria established herein. However, such requests must contain significant rationale setting forth the value of such leave to the district.

6. Upon return from the sabbatical leave, the teacher shall be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the term of his/her absence.

7. A teacher granted sabbatical leave must agree in writing to continue working in the district for at least (2) two years following the leave. If the teacher does not fulfill this commitment and leaves Kensington in the first year, he or she will remit to the board the monetary amount equivalent to one-half (1/2) annual salary amount received during the sabbatical leave. If he/she leaves during the second year back, the teacher will remit to the Board the monetary amount equivalent to one-quarter (1/4) annual salary amount received during the sabbatical leave. Agreeing to the terms of the sabbatical leave is in essence a promissory note to this effect.

8. A report shall be submitted to the Board upon the completion of the leave detailing all of the activities and degrees/certificates earned.

9. A teacher on sabbatical leave shall be paid one-half (1/2) his/her annual salary for a full year sabbatical leave; full salary for one-half (1/2) year sabbatical.

10. Teachers on sabbatical leave will have their health and dental insurance benefits continued.

E. No teacher on any type of extended leave shall, on the basis of said leave, be denied the opportunity to substitute in the school.

ARTICLE XV

INSURANCE

A. All professional employees will receive twice their annual salary, to a maximum of one hundred thousand dollars ($100,000.00), in life insurance coverage. The premium will be fully paid by the district.

B. All professional employees will be eligible for their choice of insurance offered by School Care. However, the district will pay 88% of the premium for either the HMO plan or the Open Access + plan and the professional employee will be responsible for the other 12%. Should the professional employee select the more expensive POS Plan, the district will pay 83% of the premium and the professional employee will be responsible for the other 17%. A professional employee's contribution will be made by payroll deduction based on each professional employee's pay option.

C. The district will furnish to its professional employees 100% payment of the Northeast Delta Dental Plan for one (1) person. The plan will contain the following: Option III: 100% Coverage A and 80% Coverage B, and 70% Coverage C with a $1,500 yearly maximum.

ARTICLE XVI

COURSE REIMBURSEMENT

A. Each teacher is entitled to receive an amount not to exceed the cost for two (2) four (4) credit graduate level courses per year for course, workshop or conference reimbursement. The reimbursement shall not exceed the cost per credit at the University of New Hampshire. This will be paid upon satisfactory completion with a B or better of the work, submission of proof of the amount of tuition expended, and having the course, workshop or conference approved by the Superintendent in advance.

ARTICLE XVII

PART TIME STAFF

A. All language, benefits, and salary noted in this Agreement shall be pro-rated for all professional employees according to the ratio of number of hours actually employed in Kensington per week to the thirty-five (35) hours considered a full time week.

B. Initial placement of part-time professional employees on the salary schedule will be based on past experience, highest degree attained and credits earned beyond that degree.

C. Part time professional employees will be eligible for advancement in salary at the beginning of each school year, and will be advanced to the next step on the salary schedule provided that they have worked 4/5th of the previous year in Kensington.

D. Part-time professional employees who work less than 4/5th will accumulate credit for experience based on the number of hours per week of employment in any public or other accredited school.

ARTICLE XVIII

JUST CAUSE

A. No member of the bargaining unit shall be disciplined, suspended, held on step, non-renewed, or subjected to any adverse personnel action without just cause. Such discipline or discharge shall exclude non-renewal of first, second, and third year teachers. Bargaining unit members shall be guaranteed due process and shall have the right to have Association representation at all stages of the actions described above.

ARTICLE XIX

DURATION OF AGREEMENT

A. This Agreement shall become effective on September 1, 2011 and shall remain is full force and effect until August 31, 2013 or until a successor Agreement is ratified by the parties.

B. Successor Agreement: Any and all amendments/alterations to an existing Agreement, brought about during the term of that Agreement, shall be incorporated into/with the existing Agreement and the result constitutes the Successor Agreement.

C. This Agreement constitutes the entire Agreement between the parties. Except with respect to Paragraph A above, this Agreement may not be altered, changed, added to, deleted from, or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

IN WITNESS whereof the parties have caused this Agreement to be signed, on this 10th day of MARCH ,2011, by their respective duly authorized representative.

KENSINGTON EDUCATION ASSOCIATION

by Laura S. McIntosh
KEA Representative

KENSINGTON SCHOOL BOARD

by Cheryl A. Lamacchia
School Board Representative

Appendix
Kensington Salary Schedule 2011 - 2012

Step	BA	BA + 15	BA + 30	BA + 45 MA	BA + 60 MA + 15	MA + 30
1	37,418	39,913	41,160	42,406	44,902	47,396
2	38,042	40,536	41,783	44,278	45,525	48,020
3	38,670	41,215	42,432	44,897	46,188	48,888
4	39,756	42,010	43,356	45,826	47,056	49,965
5	40,564	43,182	44,846	46,510	49,114	52,152
6	42,325	45,059	46,661	48,264	51,267	54,447
7	44,155	47,022	48,705	50,389	53,515	56,835
8	46,078	49,067	50,856	52,635	55,917	59,331
9	48,095	51,220	53,115	54,181	58,437	61,128
10	50,187	53,467	55,452	57,312	61,013	64,702
11	52,395	55,823	57,894	59,843	63,712	68,319
12	55,048	58,553	60,960	63,486	67,477	71,718

Longevity: Teachers receiving the longevity money as of the 1999-2000 school year will continue to do so at the rate of $108 per year up to the $3,500 cap. All other teachers will receive longevity according to the following schedule: After 12 years of consecutive service in Kensington, $500. After 13-14 years of consecutive service in Kensington, $1,000. After 15 plus years of consecutive service in Kensington, $1,500.

Kensington Salary Schedule 2012 - 2013

Step	BA	BA + 15	BA + 30	BA + 45 MA	BA + 60 MA + 15	MA + 30
1	37,980	40,511	41,777	43,042	45,576	48,107
2	38,612	41,144	42,410	44,942	46,208	48,740
3	39,250	41,833	43,069	45,570	46,880	49,621
4	40,352	42,640	44,006	46,513	47,762	50,715
5	41,172	43,830	45,518	47,207	49,851	52,934
6	42,959	45,734	47,361	48,988	52,036	55,264
7	44,817	47,727	49,436	51,145	54,318	57,687
8	46,769	49,803	51,619	53,424	56,756	60,221
9	48,817	51,988	53,912	54,993	59,314	62,045
10	50,940	54,269	56,283	58,171	61,929	65,672
11	53,181	56,660	58,762	60,740	64,668	69,343
12	55,873	59,431	61,874	64,438	68,489	72,793

Longevity: Teachers receiving the longevity money as of the 1999-2000 school year will continue to do so at the rate of $108 per year up to the $3,500 cap. All other teachers will receive longevity according to the following schedule: After 12 years of consecutive service in Kensington, $500. After 13-14 years of consecutive service in Kensington, $1,000. After 15 plus years of consecutive service in Kensington, $1,500.