

## **PREAMBLE**

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

### **ARTICLE I – RECOGNITION**

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

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

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

### **ARTICLE II – PRINCIPLES**

#### **Section 1 – Attaining Objectives**

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

#### **Section 2 – Professional Teaching Personnel**

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

#### **Section 3 – Representation**

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

### **ARTICLE III – PROCEDURES**

#### **Section 1 – Directing Requests**

Request for meetings from the Association for negotiations or any other matter will be made directly to the Superintendent or his representative. Requests from the Superintendent or the Board or their representatives will be made to the president of the Association. Mutually convenient meeting dates shall be set until settlement has been reached. The maximum length of these meetings shall be ~~two (2) hours~~ *one (1) hour*. Both parties shall have the right to caucus for no more than twenty (20) minutes.

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

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

#### Section 3 – Assistance

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

#### Section 4 – Study Committee

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

#### Section 5 – Program Reports

Either party may issue periodic progress reports at any time.

#### Section 6 – Exchange of Information

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

### **ARTICLE IV – AGREEMENT**

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

### **ARTICLE V – MEDIATION AND APPEAL**

By due process.

### **ARTICLE VI – ARTICLES**

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

### **ARTICLE VII – GRIEVANCE PROCEDURE**

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

## Section 1 – Objectives

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

- a. To ensure an opportunity for professional staff members and administration to have unobstructed communication with one another and the School Board with respect to alleged grievances without fear of reprisal.
- b. To reduce the potential area of conflict between professional staff members, administration, and school boards.
- c. To encourage and assure the freedom of effective communication through recognition channels between professional staff members, administration, and school boards.
- d. To encourage the resolution of complaints as near the point of origin as possible.
- e. To contribute to the development and improved morals and effectiveness of the Kensal School professional staff through and increased understanding of the Kensal School policies which affect them.

## Section 2 – Definitions

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

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

## Section 3 – Procedure Step One – (Informal)

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

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

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

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

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

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

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

#### Step Two – (Formal)

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

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

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

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

#### Step Three – (Formal)

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

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

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

#### Section 4 – Disposition

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

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

### **ARTICLE VIII – TEACHER RIGHTS**

#### Section 1 – Rights and Pretension in Representation

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

#### Section 2 – Required Meeting and Hearings

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

#### Section 3 – Evaluation of Students

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

#### Section 4 – Criticism of Teachers

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

### **ARTICLE IX – ASSOCIATION RIGHTS**

#### Section 1 – Transacting Association Business

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

#### Section 2 – Use of School Building

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

#### Section 3 – Use of School Equipment

The Association shall have the right to use school facilities and equipment including ~~typewriters, mimeograph machines, other duplicating equipment, calculators and any type of audio-visual equipment,~~ at reasonable times when such equipment is not otherwise in use. The Board may charge the Association a reasonable cost of any materials and supplies incident to such use.

#### Section 4 – Use of School Mail Service

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

#### Section 5 – Exclusive Rights

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

### **ARTICLE X – TEACHER ASSIGNMENT**

#### Section 1 – Assignment Areas

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

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

Section 2 – Extra Curricular

Any assignments in addition to the normal teaching schedule during the regular school year and summer school sessions shall not be made without the consent of the teacher involved. In the event the teacher will not accept any extra-curricular positions offered, other people may be hired at a salary established at the Board's discretion.

Section 3 – Credits

The Board will accept sixty-four (64) in-service hours and ~~four (4)~~ six (6) semester college credits to meet state accreditation requirements.

Section 4 – Previous Experience

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

Section 5 – Teacher Responsibility

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

Section 6 – Half-time Teacher

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

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

**ARTICLE XI – FAIR DISMISSAL PROCEDURES**

By due process

**ARTICLE XII – TEACHER WORKLOAD**

Section 1 – Hours

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

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

Section 2 – Class Load

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

Section 3 – Deviation

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

~~Section 4 – Playground Supervision~~

~~During elementary recess and noon periods, the teacher's aide will be the supervisor. If the teacher's aide is not available, the teachers will supervise.~~

Section 5 – PTO Attendance

The Board strongly recommends teachers attend PTO meetings.

~~Section 6 – Class Advisors~~

~~Class advisors will be present at all functions of his/her class that relate to the school. If the teacher cannot be present, he/she will find a replacement that must be approved by the office. If payment is made to the replacement, it will be the teacher's expense.~~

~~Section 7 – Teacher Certification~~ *Combine with Article X - Section 3, page 6 - Credits*

~~Teachers approached by administration to take classes for different qualifications above their certification will be compensated for those classes and exams. A team of the teacher and administration will cooperatively decide how this certification is completed. Any disputes shall be brought to the School Board. Any agreements to this article can be stated in the teacher's contract should they choose.~~

**ARTICLE XIII – TEACHER FACILITIES**

Section 1 – Equipment

The Board agrees to make available to each teacher equipment suitable for the performance of teacher's responsibilities including, but not limited to: ~~a separate desk and chair for each teacher, adequate chalkboard space in every room, copies exclusively for the teachers' use of all text in each classroom, adequate textbooks, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities, and shop cost for vocational and industrial education teachers.~~

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

~~Section 2 – Other Facilities~~

~~The Board shall provide in each school other facilities as are required to aid the teacher in the performance of his/her duties including, but not limited to: space for each teacher to store instructional supplies, suitable lockable closet space for each teacher to store coats, overshoes, and other personal articles, and appropriately furnished area which shall be used exclusively as a teacher's room, convenient telephone facilities, rest rooms separate from student rest rooms, separate dining area for the exclusive use of teachers and a communication system so that teachers can communicate with the main office.~~

~~Section 3 – Parking~~

~~The Board shall provide free, adequate, and properly identified parking facilities, which re properly maintained and reserved exclusively for teachers.~~

Section 4 – Safety

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

**ARTICLE XIV – SALARIES**

Section 1 – Method of Payment

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

Section 2 – Salary Schedule

- A. For the 2021-2022 school year the current Kensal teachers will receive a 3% increase on their present salaries with a \$500.00 bonus payable on August 23, 2021 and a \$500.00 bonus payable on November 23, 2021. For the 2022-2023 school year the current Kensal teachers will receive a 3% increase on their present salaries with a \$500.00 bonus payable on August 23, 2022 and a \$500.00 bonus payable on November 23, 2022. The salary schedule in this agreement will be used as a tool for hiring purposes only.
- ~~B. The elementary teacher or teachers teaching a third grade in their classroom will receive \$2,000.00 to be divided (%) by number of classes. The teachers teaching three classes in their classroom at one time will receive \$2,000.00 to be divided by the number of periods with said class.~~
- C. The Board recognizes the contract year as ~~182~~ 183 days.

Section 3 – Extra-Curricular

~~The extra-curricular activities that are co-oped with Pingree-Buchanan shall be removed from the master contract and placed with the co-op board, and any activity that ends up as a co-venture during the school year will be transferred to the co-op board at that time.~~

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

~~The remaining extra-curricular activities shall be removed from the master contract. The extra-curricular schedule is as follows:~~

YEARS OF EXPERIENCE:	0-1	2-3	4+
Elementary Basketball	\$275.00	\$300.00	\$325.00
Drama Advisor	\$425.00	\$450.00	\$475.00
Annual Advisor	\$425.00	\$500.00	\$750.00
Klarion Advisor	\$110.00	\$135.00	\$160.00
Speech Advisor	\$450.00	\$475.00	\$500.00
Prom Advisor	\$425.00 (when Prom is in Kensal)		
Senior Advisor	\$110.00	\$110.00	\$110.00
Junior Advisor	\$110.00	\$110.00	\$110.00
STEAM Advisor			
Tech Advisor			

Teachers will negotiate these individual activities with the School Board by ~~October 15<sup>th</sup>~~ when negotiations are taking place of each year.

Section 4 – Teacher’s Retirement

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

Section 5 – Covering Classes

Teachers shall be compensated at the same rate as a substitute to cover classes for other teachers. ~~during their free period.~~

Section 6 – Hard to Fill Positions

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



## ARTICLE XV – INSURANCE PROGRAMS

### Section 1 – Types

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

### Section 2 – Annual Coverage

The Board will pay 100% of a single plan, 50% of a family plan, or an equal dollar amount on a single plus dependent plan from Blue Cross/Blue Shield. If another insurance company is more acceptable, a comparable amount will be paid by the Board with mutual agreement. The Board shall pay all the other premiums for each teacher to provide coverage for the full 12-month period. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted coverage.

The Blue Cross/Blue Shield health plan shall be changed to the Blue Cross Blue Shield Blue Choice.

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

### Section 3 – Notification of Teachers

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

Section 4 – Teachers who are insured elsewhere can be compensated with 75% of a single policy amount to be placed in an annuity.

## ARTICLE XVI – LEAVES

### Section 1 – Personal Sick Leave

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

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

Sick leave shall be accumulative to 60 days. If a teacher who has accumulated 60 days sick leave becomes disabled, he or she will be granted up to 10 additional sick days if needed to stay at 60 days for insurance purposes. Teachers who have reached the maximum will not add the additional 10 days on to their new contract. Teachers that run out of sick leave will be allowed to borrow a maximum of 5 days from the next contract year. Teachers leaving the system with a sick leave deficit will pay for each deficit day at the rate of ~~1/180<sup>th</sup>~~ *1/183<sup>rd</sup>* of the annual gross salary. Borrowed sick leave shall never accumulate beyond 5 days.

The District agrees to pay any teacher leaving the district ~~\$30.00~~ *\$50.00* a day for any unused sick days with a cap of \$1800.00.

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

## Section 2 – Emergency Leaves

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

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

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

Those teachers who are out of accumulated sick days due to a catastrophic illness or emergency will have the amount of a substitutes pay deducted from their salary instead of having 4/180<sup>th</sup> 1/183<sup>rd</sup> of their gross salary deducted from their check.

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

## Section 3 – Funeral Leave

Employees will be granted a maximum of ~~three (3)~~ five (5) days with pay for necessary time off from work due to each death in the immediate family, including spouse, children, parents, siblings, grandparents, and grandchildren. (See section 2)

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

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

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

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

## Section 4 – Personal Leave

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

There will be a registration/scheduling workday each year. The workday will be scheduled prior to the first day of school. The teachers will be compensated in the amount of one extra personal day. This will be the first personal day used by the teacher during the school year. ~~This extra personal day will be used by the teacher or lost. The board also has the right to hire off the salary schedule for hard to fill positions.~~

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

## Section 5 – Maternity Parental Leave (Adoption, Foster Care)

~~The pregnant teacher should be able to teach until her or her doctor or both plus the Administration decides she would not continue. The teacher may elect to take a leave of absence without putting her job in jeopardy. This could be a leave of absence of up to three months in a normal situation and longer in other cases. This leave of absence will be counted as sick leave, not to exceed the maximum accumulated sick leave up to 60 days.~~

- A. A teacher making an application for Parental Leave shall inform the Kensal School Board in writing of intent to take leave at least three (3) months prior to commencement of the intended leave subject to the Board's right to waive the three (3) month provision in emergency situations.
  - a. If the reason for Parental Leave is occasioned by adoption or fostering, the adopting or fostering teacher will also provide, at the time of Parental Leave application, a statement as to the expected date of placement.
- B. Failure of a teacher to return pursuant to the determined under this policy shall constitute a voluntary resignation unless the Kensal School Board and the teacher mutually agree to an extension of leave.
- C. A teacher who returns from Parental Leave within the provisions of this policy shall retain previous experience credit for pay purposes. However, the teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for Parental Leave.

Section 6 – Professional Leave

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

**ARTICLE XVII – PERSONAL AND ACADEMIC FREEDOM**

Section 1 – Personal

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

Section 2 – Academic

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

**ARTICLE XVIII – CLASSROOM CONTROL AND DISCIPLINE**

Section 1 – Policy

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

Section 2 – Assistance

When in the judgment of a teacher, a student is by his/her behavior, seriously disrupting the instructional program to the detriment of the other students; the teacher may exclude the student from the classroom. In such cases the teacher will furnish the Principal or immediate superior, as promptly as possible, the full particulars of the disruption either orally or in writing. In such cases, the Principal or immediate superior shall arrange, as soon as possible, a conference among himself, the teacher, and possibly an appropriate specialist, to discuss the problem and to

decide upon steps for its resolution. In the event that the disruption constitutes cause for suspension of the student from school, such suspension shall follow a procedure that has been previously established by the Superintendent and the board and has been distributed at the beginning of the school year to students, teachers, and parents.

#### Section 3 – Legal Protection

Any case of assault upon a teacher doing his/her duty, either in or out of school, shall be promptly reported to the Board or the Superintendent. If any teacher is complained against, assaulted, or sued as a result of any action taken by the teacher while in the pursuit of his/her employment, the Board will provide legal counsel and render any aid necessary to assist the teacher in his/her defense. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

#### Section 4 – Action on Complaint

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

### **ARTICLE XIX – BOOKS – INSTRUCTIONAL SUPPLIES**

#### Section 1 – Principle

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

### **ARTICLE XX – MAINTENANCE OF STANDARDS**

#### Section 1 – Conditions of Employment

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

#### Section 2 – Duty-free Noon Hour/*Playground Supervision*

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

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

#### Section 3 – Lane Changes

If an employee completes the necessary credits for advancement to a higher level, he/she will be issued a new contract reflecting the higher increment. Notification of such a change must be received in writing by ~~January 4<sup>th</sup>~~ *October 1<sup>st</sup> or February 1<sup>st</sup>* to be effective the subsequent pay period.

## **ARTICLE XXI – MISCELLANEOUS PROVISIONS**

### **Section 1 – Understanding**

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

### **Section 2 – Board Policy**

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

### **Section 3 – Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses remain in full force and effect for the duration of this Agreement.

### **Section 4 – Copies**

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

2021-22

Base

Kensal School

Year	BA	BA + 12	BA + 24	BA + 36	MA/BA + 4	MA + 12
0	42176	42876	43576	44276	44976	45676
1	42676	43376	44076	44776	45476	46176
2	43176	43876	44576	45276	45976	46676
3	43676	44376	45076	45776	46476	47176
4	44176	44876	45576	46276	46976	47676
5	44676	45376	46076	46776	47476	48176
6	45176	45876	46576	47276	47976	48676
7	45676	46376	47076	47776	48476	49176
8	46176	46876	47576	48276	48976	49676
9	46676	47376	48076	48776	49476	50176
10	47176	47876	48576	49276	49976	50676
11	47676	48376	49076	49776	50476	51176
12	48176	48876	49576	50276	50976	51676
13		49376	50076	50776	51476	52176
14		49876	50576	51276	51976	52676
15		50376	51076	51776	52476	53176
16		50876	51576	52276	52976	53676
17		51376	52076	52776	53476	54176
18		51876	52576	53276	53976	54676
19		52376	53076	53776	54476	55176
20		52876	53576	54276	54976	55676
21		53376	54076	54776	55476	56176
22		53876	54576	55276	55976	56676
23		54376	55076	55776	56476	57176
24		54876	55576	56276	56976	57676

2022-23

Base

Kensal School

Year	BA	BA + 12	BA + 24	BA + 36	MA/BA + 4	MA + 12
0	43441	44141	44841	45541	46241	46941
1	43941	44641	45341	46041	46741	47441
2	44441	45141	45841	46541	47241	47941
3	44941	45641	46341	47041	47741	48441
4	45441	46141	46841	47541	48241	48941
5	45941	46641	47341	48041	48741	49441
6	46441	47141	47841	48541	49241	49941
7	46941	47641	48341	49041	49741	50441
8	47441	48141	48841	49541	50241	50941
9	47941	48641	49341	50041	50741	51441
10	48441	49141	49841	50541	51241	51941
11	48941	49641	50341	51041	51741	52441
12	49441	50141	50841	51541	52241	52941
13		50641	51341	52041	52741	53441
14		51141	51841	52541	53241	53941
15		51641	52341	53041	53741	54441
16		52141	52841	53541	54241	54941
17		52641	53341	54041	54741	55441
18		53141	53841	54541	55241	55941
19		53641	54341	55041	55741	56441
20		54141	54841	55541	56241	56941
21		54641	55341	56041	56741	57441
22		55141	55841	56541	57241	57941
23		55641	56341	57041	57741	58441
24		56141	56841	57541	58241	58941